



Posted 10.7.2021 at 2:00pm by JAD Revised 10.12.2021

SELECT BOARD

AGENDA

Thursday, October 14, 2021

4:00pm

The Select Board Regular Meeting is being held virtually in accordance with legislation S. 2475, an act relative to extending certain COVID-19 measures adopted during the Covid Pandemic state of emergency. Interested individuals can listen in and participate by phone and/or online by following the link and phone # below.

UpperTH ProWebinar is inviting you to a scheduled Zoom meeting.

Topic: Select Board

Time: Oct 14, 2021 04:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/88223918469?pwd=SS81bmlqMUUpkczdOb0YwaFBTaEVaQT09>

Meeting ID: 882 2391 8469

Passcode: 929104

Find your local number: <https://us02web.zoom.us/j/88223918469>

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+19294362866,,12390012# US (New York)

Agenda Items

- 1) Public Communication
- 2) Review Finance Committee and Capital Planning Investment Committee recommendations for the Senior Service Building/Council on Aging and purchase of the new Fire Truck.
- 3) Discuss future use of the Hildreth House
- 4) Act on bid for Pond Rd water main improvements

Next Regular Select Board Meeting

Tuesday, October 19, 2021

7:00pm

All times are approximate besides scheduled public hearings.

Pond Road Water Main Bid

Thomas J. Mahanna <TJMahanna@tigheBond.com>

Tue 10/5/2021 7:15 AM

To: Tim Bragan <tbragan@harvard-ma.gov>; Tim Kilhart <tkilhart@harvard-ma.gov>

Cc: Mary Danielson <MDanielson@tighebond.com>; April Locke <ALocke@TigheBond.com>

Good morning,

We received the attached bid yesterday from R.H. White Construction for the Pond Road Water Main Improvements Project. The total of their bid was **\$273,442.00**. I had let them know that the Town was soliciting bids from two other firms in order to obtain competitive pricing. Their bid is high compared to our original Cost Opinion, but not unreasonable considering the conditions of the project. We compared their bid to our cost opinion and noted the significant differences in the costs. The attached evaluation highlights the biggest differences being the ductile iron pipe, culvert crossing, and trench paving. This bid was set up as a unit price contract so the final contract amount will be based on quantities installed. As an example, they included \$15K for rock excavation. However it is unlikely that they will encounter a significant amount of rock because the new water main will be installed in the trench of the existing water main.

I am waiting to hear back on their estimated schedule should they be awarded the contract. Let me know if you have any concerns with this amount or if you would like to have a brief meeting to discuss. We can prepare a recommendation to award if we agree to move forward with their bid.

Thanks,

Tom

Thomas J. Mahanna, PE

Vice President

Tighe&Bond

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120 Front Street, Suite 700, Worcester, MA 01608

w: tighebond.com | halvorsondesign.com



BID EVALUATION
Pond Road Water Main Improvements Project
Harvard Water Department
October 5, 2021

Tighe & Bond OPC

R.H. White Construction

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	DIFFERENCE
1	Mobilization/Demobilization	1	LS	\$7,500	\$7,500	\$12,830.00	\$12,830.00	\$5,330.00
2	Traffic Control	1	LS	\$7,200	\$7,200	\$120.00	\$120.00	-\$7,080.00
3	Test Pit Excavation and Backfill	100	CY	\$40	\$4,000	\$50.00	\$5,000.00	\$1,000.00
4	Excavation Below Normal Grade	50	CY	\$40	\$2,000	\$25.00	\$1,250.00	-\$750.00
5	Rock Excavation	50	CY	\$100	\$5,000	\$300.00	\$15,000.00	\$10,000.00
6	Processed Gravel Borrow	200	CY	\$20	\$4,000	\$37.75	\$7,550.00	\$3,550.00
7	Gravel Borrow	100	CY	\$20	\$2,000	\$36.00	\$3,600.00	\$1,600.00
8	Ordinary Borrow	100	CY	\$30	\$3,000	\$36.00	\$3,600.00	\$600.00
9	Erosion Control	250	LF	\$10	\$2,500	\$7.10	\$1,775.00	-\$725.00
10	Catch Basin Sedimentation Control	4	EA	\$150	\$600	\$130.00	\$520.00	-\$80.00
11	4-inch Ductile Iron Water Main	10	LF	\$95	\$950	\$160.00	\$1,600.00	\$650.00
12	6-inch Ductile Iron Water Main	30	LF	\$100	\$3,000	\$42.00	\$1,260.00	-\$1,740.00
13	8-inch Ductile Iron Water Main	420	LF	\$110	\$46,200	\$157.70	\$66,234.00	\$20,034.00
14	12-inch Ductile Iron Water Main	120	LF	\$140	\$16,800	\$255.90	\$30,708.00	\$13,908.00
15	Pre-Insulated 8-inch Ductile Iron Piping	20	LF	\$220	\$4,400	\$833.00	\$16,660.00	\$12,260.00
16	Extra Ductile Iron Fittings	140	lbs	\$5	\$700	\$7.60	\$1,064.00	\$364.00
17	6-inch Gate Valves	3	EA	\$1,500	\$4,500	\$1,100.00	\$3,300.00	-\$1,200.00
18	Hydrants	1	EA	\$6,400	\$6,400	\$6,275.00	\$6,275.00	-\$125.00
19	3/4-inch Polyethylene Water Service Tubing	150	LF	\$25	\$3,750	\$7.80	\$1,170.00	-\$2,580.00
20	1-inch Polyethylene Water Service Tubing	50	LF	\$30	\$1,500	\$21.00	\$1,050.00	-\$450.00
21	1-1/2-inch Polyethylene Water Service Tubing	110	LF	\$40	\$4,400	\$10.60	\$1,166.00	-\$3,234.00
22	3/4-inch Water Service Corporation	1	EA	\$870	\$870	\$5,690.00	\$5,690.00	\$4,820.00
23	1-inch Water Service Corporation	2	EA	\$885	\$1,770	\$2,290.00	\$4,580.00	\$2,810.00
24	1-1/2-inch Water Service Corporation	1	EA	\$900	\$900	\$5,800.00	\$5,800.00	\$4,900.00
25	3/4-inch Water Service Curb Stop and Box	1	EA	\$480	\$480	\$245.00	\$245.00	-\$235.00
26	1-inch Water Service Curb Stop and Box	2	EA	\$500	\$1,000	\$300.00	\$600.00	-\$400.00
27	1-1/2-inch Water Service Curb Stop and Box	1	EA	\$550	\$550	\$445.00	\$445.00	-\$105.00
28	Removal and Disposal of Existing Water Mains	600	LF	\$10	\$6,000	\$2.35	\$1,410.00	-\$4,590.00
29	4" Temporary Bypass Pipe	600	LF	\$22	\$13,200	\$22.20	\$13,320.00	\$120.00
30	Temporary Bituminous Concrete Trench Repair	630	LF	\$10	\$6,300	\$31.40	\$19,782.00	\$13,482.00
31	Permanent Bituminous Concrete Trench Repair	630	LF	\$17	\$10,710	\$40.60	\$25,578.00	\$14,868.00
32	Loaming and Seeding	100	SY	\$10	\$1,000	\$7.60	\$760.00	-\$240.00
33	Uniformed Police Details	200	Hours	\$60	\$12,000	\$60.00	\$12,000.00	\$0.00
34	Monthly Price Adjustment for HMA Mixtures	1	Allow.	\$500	\$500	\$500.00	\$500.00	\$0.00
35	Monthly Price Adjustment for Diesel Fuel	1	Allow.	\$500	\$500	\$500.00	\$500.00	\$0.00
36	Monthly Price Adjustment for Gasoline	1	Allow.	\$500	\$500	\$500.00	\$500.00	\$0.00
SUBTOTAL					\$186,680		\$273,442.00	\$86,762.00
Construction Contingency (10%)					\$19,000		\$0	
TOTAL COST OPINION/CONSTRUCTION BID					\$206,000		\$273,442.00	\$67,442.00

SECTION 00410

BID FORM

PROJECT IDENTIFICATION:

Pond Road Water Main Improvements Project

TABLE OF ARTICLES

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

ARTICLE 1 - BID RECIPIENT

- 1.1 This Bid is submitted to:

Town of Harvard
Department of Public Works
13 Ayer Road
Harvard, MA 01451

- 1.2 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGEMENTS

- 2.1 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 deposit. The Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 2.2 The Work under this Contract shall be subject to the provisions of Chapter 30, Section 39M of the Massachusetts General Laws.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

- 3.1 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:
- A. 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. 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. 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. 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. Bidder has considered the information known to 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 Bidder; and (3) Bidder's safety precautions and programs.
- F. 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 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. 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. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to 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 Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.
- K. Bidder is aware that the estimated quantities on the Bid Form are subject to Article 13.03 of the General Conditions (Section 00700).

ARTICLE 4 - BIDDER'S CERTIFICATION

- 4.1 Bidder 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 in the work, that all employees to be employed at the Site 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 Bidder will comply fully with all laws and regulations applicable to awards made subject to MGL Chapter 30, Section 39M.

- 4.2 Bidder certifies that, under penalty of perjury, 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.
- 4.3 Bidder hereby certifies under the penalties of perjury, to the best of Bidder's knowledge and belief, that Bidder has filed all State tax returns and paid all State taxes required by law.
- 4.4 Bidder certifies under penalties of perjury that this Bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used herein the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.
- 4.5 Bidder certifies that this 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;
- 4.6 Bidder certifies that Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- 4.7 Bidder certifies that Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- 4.8 Bidder certifies that 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 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item Number	Item Name and Unit Bid Prices Written in Words and Figures	Estimated Quantity	Total Amount of Item (in figures)
1	Mobilization and Demobilization, per lump sum, the price of: <u>Twelve thousand, eight hundred thirty dollars and zero cents</u> (\$ 12,830.00) *Not to exceed 5 percent of the total Bid price	lump sum =	\$ <u>12,830.00</u>
2	Traffic Control, per lump sum, the price of: <u>One hundred twenty dollars and zero cents</u> (\$ 120.00)	lump sum =	\$ <u>120.00</u>
3	Test Pits, per cubic yard, the price of: <u>Fifty dollars and zero cents</u> (\$ 50.00)	x 100 c.y. =	\$ <u>5,000.00</u>
4	Excavation Below Normal Grade – Unsuitable Material, per cubic yard, the price of: <u>Twenty-five dollars and zero cents</u> (\$ 25.00)	x 50 c.y. =	\$ <u>1,250.00</u>
5	Rock Excavation, per cubic yard, the price of: <u>Three hundred dollars and zero cents</u> (\$ 300.00)	x 50 c.y. =	\$ <u>15,000.00</u>
6	Processed Gravel Borrow, per cubic yard, the price of: <u>Thirty-seven dollars and seventy-five cents</u> (\$ 37.75)	x 200 c.y. =	\$ <u>7,550.00</u>
7	Gravel Borrow, per cubic yard, the price of: <u>Thirty-six dollars and zero cents</u> (\$ 36.00)	x 100 c.y. =	\$ <u>3,600.00</u>
8	Ordinary Borrow, per cubic yard, the price of: <u>Thirty-six dollars and zero cents</u> (\$ 36.00)	x 100 c.y. =	\$ <u>3,600.00</u>

9	Erosion control, per linear foot, the price of: <u>Seven dollars and ten cents</u> (\$ 7.10)	x 250 l.f. =	<u>\$ 1,775.00</u>
10	Catch Basin Sedimentation Control, each, the price of: <u>One hundred thirty dollars and zero cents</u> (\$ 130.00)	x 4 each =	<u>\$ 520.00</u>
11	4-inch Ductile Iron Pipe & Fittings, per linear foot, the price of: <u>One hundred sixty dollars and zero cents</u> (\$ 160.00)	x 10 l.f. =	<u>\$ 1,600.00</u>
12	6-inch Ductile Iron Pipe & Fittings, per linear foot, the price of: <u>Forty-two dollars and zero cents</u> (\$ 42.00)	x 30 l.f. =	<u>\$ 1,260.00</u>
13	8-inch Ductile Iron Pipe & Fittings, per linear foot, the price of: <u>One hundred fifty-seven dollars and seventy cents</u> (\$ 157.70)	x 420 l.f. =	<u>\$ 66,234.00</u>
14	12-inch Ductile Iron Pipe & Fittings, per linear foot, the price of: <u>Two hundred fifty-five dollars and ninety cents</u> (\$ 255.90)	x 120 l.f. =	<u>\$ 30,708.00</u>
15	8-inch Pre-Insulated Ductile Iron Pipe & Fittings, per linear foot, the price of: <u>Eight hundred thirty-three dollars and zero cents</u> (\$ 833.00)	x 20 l.f. =	<u>\$ 16,660.00</u>
16	Extra D.I. Fittings, per pound, the price of: <u>Seven dollars and sixty cents</u> (\$ 7.60)	x 140 lbs. =	<u>\$ 1,064.00</u>

17	6-inch Gate Valves with Boxes, each, the price of: <u>One thousand one hundred dollars and zero cents</u> (\$ 1,100.00)	x 3 each =	\$ 3,300.00
18	Hydrants, each, the price of: <u>Six thousand two hundred seventy-five dollars and zero cents</u> (\$ 6,275.00)	x 1 each =	\$ 6,275.00
19	3/4-inch Polyethylene Tubing for Water Service Sample Line, per linear foot, the price of: <u>Seven dollars and eighty cents</u> (\$ 7.80)	x 150 l.f. =	\$ 1,170.00
20	1-inch Copper Tubing for Water Service, per linear foot, the price of: <u>Twenty-one dollars and zero cents</u> (\$ 21.00)	x 50 l.f. =	\$ 1,050.00
21	1-1/2-inch Polyethylene Tubing for Beach House Water Service, per linear foot, the price of: <u>Ten dollars and sixty cents</u> (\$ 10.60)	x 110 l.f. =	\$ 1,166.00
22	3/4-inch Water Service Corporation, each, the price of: <u>Five thousand six hundred ninety dollars and zero cents</u> (\$ 5,690.00)	x 1 each =	\$ 5,690.00
23	1-inch Water Service Corporation, each, the price of: <u>Two thousand two hundred ninety dollars and zero cents</u> (\$ 2,290.00)	x 2 each =	\$ 4,580.00
24	1-1/2-inch Water Service Corporation, each, the price of: <u>Five thousand eight hundred dollars and zero cents</u> (\$ 5,800.00)	x 1 each =	\$ 5,800.00

25	3/4-inch Water Service Curb Stop, Box, & Coupling, each, the price of: <u>Two hundred forty-five dollars and zero cents</u> (\$ 245.00)	x 1 each =	<u>\$ 245.00</u>
26	1-inch Water Service Curb Stop, Box & Coupling, each, the price of: <u>Three hundred dollars and zero cents</u> (\$ 300.00)	x 2 each =	<u>\$ 600.00</u>
27	1-1/2-inch Water Service Curb Stop, Box & Coupling, each, the price of: <u>Four hundred forty-five dollars and zero cents</u> (\$ 445.00)	x 1 each =	<u>\$ 445.00</u>
28	Removal of existing water mains, per linear foot, the price of: <u>Two dollars and thirty-five cents</u> (\$ 2.35)	X 600 l.f. =	<u>\$ 1,410.00</u>
29	4-inch Temporary Bypass, per linear foot, the price of: <u>Twenty-two dollars and twenty cents</u> (\$ 22.20)	x 600 l.f. =	<u>\$ 13,320.00</u>
30	Temporary Bituminous Concrete Trench Repair (3-inches), per linear foot, the price of: <u>Thirty-one dollars and forty cents</u> (\$ 31.40)	x 630 l.f. =	<u>\$ 19,782.00</u>
31	Permanent Bituminous Concrete Trench Repair, per linear foot, the price of: <u>Forty dollars and sixty cents</u> (\$ 40.60)	x 630 l.f. =	<u>\$ 25,578.00</u>

32	Loam & Seed, per square yard, the price of: <u>Seven dollars and sixty cents</u> (\$ 7.60)	x 100 s.y. =	\$ 760.00
33	Uniformed Police Details, per hour, the price of: <u>Sixty Dollars and Zero Cents</u> (\$ 60.00)	x 200 hours =	\$12,000.00
34	Monthly price adjustment for hot mix asphalt (HMA) Mixtures, the price of: <u>Five Hundred Dollars and Zero Cents</u> (\$ 500.00)	Allowance =	\$500.00
35	Monthly price adjustment for diesel fuel, the price of: <u>Five Hundred Dollars and Zero Cents</u> (\$ 500.00)	Allowance =	\$500.00
36	Monthly price adjustment for gasoline, the price of: <u>Five Hundred Dollars and Zero Cents</u> (\$ 500.00)	Allowance =	\$500.00

TOTAL AMOUNT OF BID – Items 1 through 36

Two hundred seventy-three thousand, four hundred forty-two

_____ dollars

(words)

(\$ 273,442.00)

(figures)

5.2 This Bid includes Addenda numbered #1 dated 9/13/2021.

ARTICLE 6 - TIME OF COMPLETION

6.1 Bidder agrees that the Work will be substantially completed and ready for final payment in accordance with paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.2 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times as stated in the Agreement.

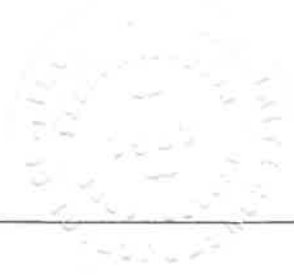
ARTICLE 7 - ATTACHMENTS TO THIS BID

- 7.1 The following documents are attached to and made a condition of this Bid:
- A. Bid deposit consisting of a bid bond in the amount of five percent of the total amount of Bid
 - B. Evidence of authority to sign
 - C. List of Project References
 - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids
 - E. A list of adversarial proceedings in which the bidder is or was a party within the past 5 years that relate to the procurement or performance of any public or private construction contract together with a brief statement as to outcome if concluded or status if pending.
 - F. A list of any projects on which the firm was terminated or failed to complete the work within the past 5 years, including a brief explanation for each instance listed.

BID SUBMITTAL

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

R.H. White Construction Co., Inc.



By:
[Signature]

[Handwritten Signature]

[Printed name] James E. McCarthy - President/CEO

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

Attest:
[Signature]

[Handwritten Signature]

[Printed name] ANDREW FOSTER - ESTIMATOR

Title:

Submittal Date: 10/04/2021

Address for giving notices:

41 Central Street

Auburn, MA 01501

Telephone Number: (508) 832-3295

Fax Number: (508) 832-7084

Contact Name and e-mail address: Dan Horgan - VP Business Generation

dhorgan@rhwhite.com

Bidder's License No.: n/a
(where applicable)

END OF SECTION

J:\H\H1776 Harvard WWTF\09 - Pond Road Wells Treatment\Design\Specifications\DIV 0\00410-UP (1).docx

October 4, 2021

Subject: Town of Harvard – Pond Road Water Main Replacement Project

List of Project References

1. Connecticut Water Co. 2015 Northern Bid Package #2
Patrick Roderick, Project Manager 860-664-6175
Contract value \$961,595.00
Project duration: 5/11/2015 - 10/30/2015
2. Shawmut Design and Construction - WPI Water Line Replacement, Worcester MA
Josiah Herbert, Project Manager 413-735-1412
Contract value \$401,771.00
Project duration: 6/14/2019 - 9/13/2019
3. Aquarion Water Co. - Lantern Hill Road Water Main, Mystic CT
Michele Mehan 203-337-5991
Contract value \$596,746.00
Project duration: 3/23/2020 (ongoing)
4. Eversource - LNG Facility Water Line - Acushnet, MA
Mark Lamping 508-305-7020
Contract value \$341,011.00
Project duration: 4/11/2017 - 7/24/2017



mass.gov/dor

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



R H WHITE CONSTRUCTION CO
41 CENTRAL ST
AUBURN MA 01501-2304

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, R H WHITE CONSTRUCTION CO is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

This certificate doesn't certify that the taxpayer is compliant in taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law.

This is not a waiver of lien issued under Chapter 62C, section 52 of the Massachusetts General Laws.

What if I have questions?

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 9:00 a.m. to 4:00 p.m..

Visit us online!

Visit mass.gov/dor to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

- Review or update your account
- Contact us using e-message
- Sign up for e-billing to save paper
- Make payments or set up autopay

Edward W. Coyle, Jr., Chief
Collections Bureau

	A	B	C	D	E
1	CLAIMANT	DATE	DESCRIPTION	INCIDENT TYPE	CASE STATUS
2	Columbia Gas Cases - Consolidated Class Action Complaint	12/19/2018	Plaintiffs allege responsibility in Lawrence/Andover/N. Andover gas explosions. We are denying any participation in the incidents. R.H. White did not work on any part of the line that caused the incidents and was not recognized or mentioned by any of the investigating agencies.		Zurich is defending under GL. Case Settled but not finalized yet
3	R.H. White v. Yankee Engineering and Guerriere & Halnon		R.H. White is claiming against defendants' Professional Liability policies for slope damage brought about by their design.		In Deposition stage
4	Maverick v. R.H. White	10/12/2018	R.H. White terminated subcontractor Maverick Construction. Contractor is suing for damages. R.H. White is defending and is in dispute with the Plaintiff on the amount of damages		In Interrogatory stage In Deposition stage Waiting on Court Date
5	Sordano vs R.H. White Construction Co., Inc et al (White).	4/24/2018	Sordano, an ironworker, who was employed by a steel erection subcontractor to a metal building subcontractor to White was injured during the erection of a metal building. White is being defended by its subcontractor's insurance firm's legal counsel. Case is in discovery with trial not likely until late 2017.	Civil	Case tendered by Travelers to our subcontractor who is defending the case.
6	Columbia Gas Cases – Consolidated Class Action Complaint	12/19/2018	Plaintiffs allege responsibility in Lawrence/Andover/N. Andover gas explosions. We are denying any participation in the incidents. R.H. White did not work on any part of the line that caused the incidents and was not recognized or mentioned by any of the investigating agencies.		Zurich is defending under GL. Case Settled but not finalized yet
7	Karanikolaou v. R.H. White	9/19/2016	Property damage – H White shot mole through sewer line resulted in back-up into basement		In Deposition stage
8	R.H. White vs City of Westfield, MA	1/21/2021	R.H. White litigating against city for unpaid amounts we believe are due.		
9	COMPLETED CASES				

	A	B	C	D	E
10	R.H. White Construction Co., Inc v. Mace Polymers and Additives, Inc, Dudley, Massachusetts		R.H. White Construction filed a civil action against Mace Polymers in Worcester Superior Court for non-payment.		A mutual general release and settlement agreement was reached on February 15, 2015
11	R.H. White Construction Co., Inc v. Diving Service, Inc.		White filed a claim against DSI, a subcontractor, for faulty workmanship		R.H. White awarded damages on 7/11/2014
12	Murray Paving & Reclamation, Inc v. R.H. White Construction Co. Inc.		Murray paving filed a lawsuit against R.H. White Construction Co. for non-payment plus interest and attorney fees. R.H. White disputed the facts and tried on several occasions to settle. The both parties presented their arguments in court. The court found that R.H. White was not guilty of withholding payment and that Murray failed to submit an invoice.	Trial Court of Massachusetts, Framingham District 1449cv683	Court ordered R.H. White to pay \$500 in interest due to delayed payment from time of demand. March 28, 2016
13	Ellen Maher v. YMCA of Mass, Inc., A.F. Amorello & Sons, Inc. and R.H. White Construction Co.	3/26/2008	Elderly women tripped in parking lot and filed claim against White and paving subcontractor Amorello		Case settled prior to trial
14	Morgan Bailey et al vs University System of NH, Arthur Bachelder, GCA Services Group, Inc, R.H. White Construction Co., Inc, Donald Retalic, Edward Rousseau		R.H. White Construction (White) is named in the above suit which was filed on behalf of Morgan Bailey who, when she was a student at UNH, received burns on her feet from a ruptured steam line in her dormitory. White had performed emergency repairs to the underground portion of the steam line that feeds the steam line that ruptured inside of the dorm. White's work was performed two years prior to the incident		Case was settled in mediation. February 2017
15	Szruba v R.H. White	12/19/2018	Personal injury – Plaintiff alleges that she was injured when she fell as a result of stepping in a pothole that we negligently created		Zurich is defending under G/L Case Settled
16	Forte v R.H. White		Personal injury –Plaintiff alleges that she was injured when she fell into a sink hole that R.H. White failed to repair after she notified CMA. We were never notified.		Travelers is defending. Case Settled

	A	B	C	D	E
17	Davenport v. R.H. White		R.H. White terminated employee Davenport. Davenport is suing under Wage & Hour law for claimed back overtime pay		Parties are in settlement talks. Case settled
18	Androscoggin Valley Regional Refuse Disposal District (AVRRDD), Berlin, NH v. R.H. - AVRRDD	10/4/14	Claimant alleges design errors. AVRRDD has filed a claim against White, White has filed a counter claim against AVRRDD and White has filed claim against Sanborn Head Associates the design engineer it subcontracted with to provide the design. AVRRDD has indicated that there are no issues with the quality of the construction work performed by White. Case is in discovery mediation scheduled for January 2017 and trial scheduled for 2nd quarter 2017	Civil	Case has been settled and finalized.
19	Aguilar v L.H. White & Son	7/22/2015	Auto accident – Plaintiff alleges that our vehicle failed to stop and collided with their motor vehicle which resulted in permanent damage to their right upper extremity. White disputes their claim	Liability	Travelers is defending Closed and settled 9/28/18
20	Lavoie v R.H. White		Auto accident – Plaintiff alleges that our vehicle failed to stop for a red light and collided with their vehicle which resulted in permanent injury. White disputes claim.		Travelers is defending Case closed - 1/14/19 -
21	Bessette v R.H. White	1/23/2017	R.H. White repaired a leak for Co-Defendant, Aquarion Water Co. in 2013. Plaintiff was taking family's dog for a walk when stepped on uneven pavement to avoid being hit by a car, causing her to fall. Upon the fall her shoulder struck the water valve box causing a four-part fracture of her left humerus	Liability	Travelers has accepted defense and has assigned legal counsel. Settled
22	Malke v R.H. White	2/13/2016	R.H. White installed a gas line on West Street in Ludlow in 2016. Plaintiff on February 13th at 11:30 PM while operating his motorcycle struck an unpaved section of the road causing him to skid and crash. The plaintiff suffered a fracture of his right tibia and consequently developed lower back pain	Liability	Traveler's has accepted defense and has assigned legal counsel. Settled

October 4, 2021

Subject: Town of Harvard – Pond Road Water Main Replacement Project

List of Projects Terminated or Failed to Complete

1. There are no projects that meet these criteria

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

R.H. White Construction Co., Inc.
41 Central Street
Auburn, MA 01501

SURETY (Name, and Address of Principal Place of Business):

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

OWNER (Name and Address):

Town of Harvard
13 Ayer Road
Harvard, MA 01451

BID

Bid Due Date: October 8, 2021

Description (Project Name— Include Location): Pond Road Water Main Improvements

BOND

Bond Number: N/A

Date: September 29, 2021

Penal sum _____ five percent of amount bid _____ \$ _____ 5%
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Liberty Mutual Insurance Company _____ (Seal)

Bidder's Name and Corporate Seal

By: _____

Signature

James F. McCarthy
Print Name
President & CEO

R.H. White Construction Co., Inc.

Title

Attest: _____

Signature

Title ESTIMATOR

SURETY

R.H. White Construction Co., Inc. _____ (Seal)

Surety's Name and Corporate Seal

By: _____

Signature (Attach Power of Attorney)

Nicole Roy

Print Name

Attorney-in-Fact

Title

Attest: _____

Signature

Title Gabriela Camacho, Witness

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8205955-977466

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Eric J. Canterbury, Gabriela Camacho, Jean M. Feeney, John J. Gambino, Kathleen M. Flanagan, Laurie Rothwell, Michael J. Cusack, Natalie Concys, Nicholas Labbe, Nicole Roy, Richard A. Leveroni, Sandra C. Lopes

all of the city of Boston state of MA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 14th day of July, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 14th day of July, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 29th day of September, 2021.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

SECRETARY'S CERTIFICATE

R. H. WHITE CONSTRUCTION CO., INC.

I, Mark L. Donahue, Secretary of R. H. WHITE CONSTRUCTION CO., INC., herein certify that the following is a true copy of a resolution adopted at the annual meeting of the Board of Directors of the Corporation duly called and held on July 15, 2021:

VOTED: To authorize and empower David H. White, Chairman, Treasurer and Assistant Secretary; James E. McCarthy, President and Chief Executive Officer; and, Robert N. Jacobson, Chief Financial Officer; or any one acting singly, to execute all contracts and bonds on behalf of the Corporation.

I further certify that the foregoing resolution and authority vested thereby has not been amended or rescinded and is still in force and effect as of the date hereof.

I further certify that the officers set forth in the resolution are duly elected and acting officers of R. H. WHITE CONSTRUCTION CO., INC.

Witness my hand and seal of the Corporation this 4th day of OCTOBER, 2021.


Mark L. Donahue, Secretary