



**TOWN OF WESTWOOD
COMMONWEALTH OF MASSACHUSETTS**

INVITATION FOR BIDS

**Structural Column Repair Project
Bid # REC-20-B-001**

I. GENERAL INFORMATION AND PROPOSAL SUBMISSION REQUIREMENTS

- All Bids must be delivered by **11:00 am on Thursday, August 1, 2019** to:

Procurement Department
Westwood Town Hall
580 High Street
Westwood MA 02090

- Bids must be delivered in a manner such that the package is hand-delivered to a Westwood Town Hall employee. If the bidder is using a delivery service, the package must be signed for by a Westwood Town Hall staff to be considered properly delivered.
- Bids received after the time and date established herein **SHALL NOT** be accepted or considered, regardless of the cause for delay in the receipt of such proposal(s).
- If, at the time of the scheduled proposal due date, the Westwood Town Hall is closed due to uncontrolled events such as fire, wind, or building evacuation, the proposal opening will be postponed until 12:00 noon on the next normal business day. Proposals will be accepted until that date and time.
- Submit the proposal in a sealed envelope clearly marked “***Bid # REC-20-B-001, Structural Column Repair Project.***”
- **The proposal must include a Non-Collusion form, Tax Compliance Certificate and other Attachments listed below.**
- **The proposal must also include a Bid Signature Form.** When the Bid Signature Form is completed, it declares:
 - The only parties interested in this bid are the Principals named herein.
 - No officer, agent or employee of the Town of Westwood has a direct or indirect interest in this bid.
- **Bid Form**
 - Each bid shall be accompanied by a bid deposit in the form of a certified, bank, Treasurer’s or cashier’s check, or a bid bond issued by a surety company licensed by the



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- Commonwealth of Massachusetts, in the amount of (5%) if the total bid price, made payable to the Town of Westwood.
- All bid deposits except that of the lowest responsible bidder shall be returned within five (5) days, Saturday, Sunday and legal holidays excluded, after the opening of the bids.
 - The Bidder whose Bid is accepted agrees to furnish the Contract Bonds, each in the sum of the full amount of the Bid and/or Contract Price as determined by the Town, and duly executed and acknowledged by the said bidder as Principal and by a surety company qualified to do business under the laws of the Commonwealth of Massachusetts and satisfactory to the Town, as Surety, for the faithful performance of the Contract and payment for labor and materials. The premiums for such Bonds shall be paid by the Contractor.
 - The successful contractor shall furnish a performance bond in an amount equal to one hundred percent (100%) of the contract as security for the faithful performance of this contract, and a labor and material payment bond in an amount of one hundred percent (100%), or in the penal sum not greater than that prescribed by state, territory, or local law, as security for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract. The bonds shall be written by a surety licensed to do business in the locale in which the work is being performed and shall be satisfactory to the owner.
 - The successful contractor shall, upon completion of the project, protect the owner against defective materials or faulty workmanship for a period of two (2) years.
 - The bidder to whom the bid is awarded will be required to execute an Agreement within thirty (30) calendar days from the date when the Notice of Award is received. In the event the bidder fails to execute an Agreement with the Town, the Town may consider the bidder to be in default, in which case the bid deposit shall become the property of the Town.
 - Should the bidder fail to fulfill any of his/her agreements as herein above set forth, the Town shall have the right to retain as liquidated damages the amount of the bid check or cash which shall become the Town's property. If a bid bond was given, it is agreed that the amount thereof shall be paid as liquidated damages to the Town by the Surety.
 - In case of death, disability, or other unforeseen circumstances affecting the bidder, which materially impairs the bidder's ability to execute an Agreement and perform the required service, such bid deposit may be returned to the bidder by the Town.
 - The proposal must be signed as follows: 1) if the bidder is an individual, by her/him personally; 2) if the bidder is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the bidder is a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed.



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- Any bid may be withdrawn prior to the bids submittal due date. However, bidders may not withdraw or modify their bid for a period of ninety (90) days following the opening of bids.
- Questions concerning this invitation for proposals must be submitted in writing to: Procurement Department, Westwood Town Hall, 580 High Street, Westwood MA 02090 or by email at Procurement@townhall.westwood.ma.us. Questions may be delivered or mailed. Written responses will be posted on the Westwood Town Hall website.
- **Site Visit** . A non-mandatory, Site Visit will be conducted on **Friday, July 26** at 8:30am. The site visit will begin in the Westwood Recreation Department offices located at 240 Nahatan Street, Westwood MA.
- Any and/or all work is subject to available funds. The Town reserves the right to waive any informalities in, or to reject, any or all bids should the Town deem it to be in the Town's best interest to do so.
- The Town of Westwood may cancel this IFB, or reject in whole or in part any and all proposals, if the Town determines that cancellation or rejection serves the best interests of the Town.
- Below is a list of all Attachments. Bidders should note that Attachments C-H **must be completed and be submitted** with the bid documents.
 - Attachment A – Specification
 - Attachment B – Wage Rates
 - Attachment C – Bid Pricing Sheet
 - Attachment D – Labor Harmony and OSHA Training
 - Attachment E – Certificate of Non-Collusion
 - Attachment F – Tax Compliance Certificate
 - Attachment G – Signature Page
 - Attachment H – Reference Form

II. PURCHASE DESCRIPTION/SCOPE OF SUPPLIES/SERVICE

The Work included in this project consists of structural repair of a column supporting the HVAC system at the Westwood Pool. The work under this contract includes, but is not necessarily limited to, providing labor, materials and equipment to remove a portion of a structural column, provide a new column portion, and provide adequate shoring/support to the roof and HVAC system, and for all other incidentals required to finish the work, complete and accepted by the Engineer. The Bidder shall review Attachment A, construction documents and own all work indicated or inferred on drawings.

All work above must be completed by October 15, 2019.



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For reference, the original Pool Area was built in 1972 and was renovated between 2004-2006. The Family Changing Room was renovated in 2012.

Delivery Requirements: All delivery charges shall be included in the price of the service.

- The Delivery should be made to:

**Recreation Department
Town of Westwood
240 Nahatan Street
Westwood MA 02090**

Insurance Specifications:

- ***Workman's Compensation:*** The Contractor shall, before commencing performances of this contract, provide, by insurance, for the payment of compensation in the furnishing of other benefits under General Laws, Ch. 152 to all persons to be employed under the Contract and shall continue such insurance in full force and effect for the term of the Contract, all in accordance with Massachusetts General Laws, chapter 149, S34A.
- ***Contractor's and Subcontractor's Insurance:*** The contractor shall not commence work under this contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the owner, nor shall the contractor allow any subcontractor to commence work on his sub-contract until the insurance required of the subcontract has been so obtained and approved.
- ***Workman's Compensation Insurance:*** The contractor shall procure and shall maintain during the life of the contract, Workman's Compensation Insurance and Death Liability Insurance for all of the employees engaged in work on the project under the contract, and in case any such work is sublet, the contractor shall require the subcontractor similarly to provide Workman's Compensation Insurance and Death Liability Insurance for all of the latter's employees engaged in such work unless such employees engaged in hazardous work on the project under his contract are not protected under Workman's Compensation Statute, the contractor shall provide and shall cause each subcontractor to provide adequate employer's general liability insurance for the protection of such of his employees not otherwise protected.
- ***Contractor's Public Liability and Property Damage Insurance:*** The contractor shall procure and shall maintain during the life of this contract, Contractor's Public Liability Insurance in an amount not less than \$500,000 for injuries, including accidental death to any one person and subject to the same limit for each person in an amount not less than \$500,000 on account of one accident, the Contractor's Property Damage Insurance in an amount not less than \$100,000 each occurrence and aggregate.
- ***Subcontractor's Public Liability and Property Damage Insurance:*** The contractor shall require each of his subcontractors to procure and to maintain during the life of his subcontract,



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Subcontractor's Public Liability and Property Damage Insurance of the type specified in subparagraph 3 hereof in the amount specified.

- ***Bodily Injury Liability Including Death:*** The Contractor shall take and maintain during the life of the Contract insurance coverage in the amount of one million dollars on account of any one person and one million dollars on account of any one accident and one million dollars aggregate limit. Extra territorial and guest clause shall be included.
- ***Property Damage Liability:*** The Contractor shall take out and maintain during the life of the Contract property damage liability insurance in the amount of one million dollars in the aggregate.
- ***Motor Vehicles Including Hired Vehicles:*** The Contractor shall take out and maintain during the life of the Contract motor vehicle insurance for bodily injury liability including death in the amount of one million dollars on account of any one person and one million dollars on account of any one accident. Additionally, property damage liability in the amount of one million dollars on account of any one accident and one million dollars aggregate. The contractor covenants and agrees to hold the town and its employees, agents and officials, harmless from loss or damage for personal injury and/or property damage arising from or in connection with operations under this Contract.
- ***Indemnification Clause:*** The Contractor acknowledges and agrees that he is responsible, as an Independent Contractor, for all operations under this Contract and for all acts of his employees and agents hereunder, and agrees that he will indemnify and hold harmless the Town and its officers, Boards and its employees, from any loss, damage, cost, charge, expense or claim which may be made against it or them or to which it or they may be subject by reason of an alleged act, action, neglect, omission or default on the part of the Contractor or any of his agents, servant, or employees and will pay promptly on demand all costs and expenses of the investigation and defense thereof, including attorney's fees and expenses. And, if any claim is made, the Town may retain out of any payments, then, or thereafter due to the Contractor, a sufficient amount to protect it completely against such claim, costs and expenses. The public liability and property damage insurance and owners contingent policies, as the case may be, shall include the above stated Indemnification Clause

III. PAYMENT

- The Town shall pay and the Contractor shall receive the prices stipulated in the bid made a part hereof as full compensation for everything performed and for all risks and obligations undertaken by the Contractor under and as required by the Contract.



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IV. QUALITY REQUIREMENTS

- Bidders must provide all of the items described in Attachment A, Specification and comply with all Section I: Proposal Submission Requirements. Missing information may cause the proposal to be considered unresponsive.

V. RULE FOR AWARD

- The responsive and responsible bidder meeting the requirements described in described in Attachment A, Specification, and offering the lowest **Base Bid Price** described in Attachment C, Bid Pricing Sheet.



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ATTACHMENT C

BID PRICING SHEET

Structural Column Repair Project

Bid form must be completed in ink or typed. The bid price for each item on the form shall be stated in figures. Please Attach Additional Sheets if necessary.

TOTAL BID PRICE

\$ _____

CERTIFIED WELDER LICENSE.#: _____

Signature of individual submitting bid or proposal

Printed Name of individual submitting bid or proposal

Business Phone Number

Printed Name of Company



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**ATTACHMENT E
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 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 he will comply fully with all laws and regulations applicable to awards made subject to section 44A.

(Signature of authorized individual submitting proposal)

(Printed Name)

(Name of Bidder (if different than name))

(Date)



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**ATTACHMENT F
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.

Signature of individual submitting bid or proposal

Printed Name of individual submitting bid or proposal

Name of business



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ATTACHMENT G

TAX COMPLIANCE CERTIFICATION

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

Signed under the penalties of perjury.

Signature of individual submitting bid or proposal

Printed Name of individual submitting bid or proposal

Name of business



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**ATTACHMENT H
SIGNATURE PAGE**

This Bid must bear the written signature of the Bidder or authorized agent of the Bidder. If the Bidder is a corporation or a partnership, the Bid must be signed by a duly authorized officer of such corporation or by a partner; the title of such officer must be stated.

The bidder hereby acknowledges the receipt of, and has included in this BID, the following Addenda:

(To be filled in by Bidder, if Addendums are issues.)

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Signature

Name of Corporation, Company or Individual

Printed Name of Person Authorized to Sign

Title

Email Address



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ATTACHMENT I REFERENCE FORM

Bidder: _____

The following shall accompany the bid and is required as evidence of the bidder's qualifications to perform the work, as bid upon, in accordance with the contract drawings and specifications. This statement must be notarized. All questions must be answered. Additional data may be submitted on separate attached sheets. When assessing bidder's qualification, the Town will not be limited to information provided herein. The Town intends to use information outside this document to assess Bidder Qualifications.

1. Name of Bidder _____
2. Permanent Main Office Address _____
3. Official Mailing Address for This Contract _____
4. When Organized? _____
5. Where Incorporated, If a Corporation _____
6. Years Contracting under Present Name _____
7. List contracts on hand, and those completed similar in nature to this kind of project.

Owner	Engineer	Contract	Description	Contract Amount	Completion Date



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8. List any work the firm has failed to complete in the last five years, state where and why.

9. If you have ever defaulted on any contract, state where and why.

10. List full names of all principals (i.e. Officers, Directors, Partners, Owners) interested in this bid.

Name	Title	Firm

11. State name(s) and qualifications of resident supervisor(s) for this project.

12. List major equipment available for this project and identify ownership or rental.



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13. List bank references for verifying financial ability of your company.

Name	Address
_____	_____
_____	_____

14. The undersigned hereby authorized and requests any person, firm or corporation, to furnish all information requested by the Owner and/or its designated agents relative to the recitals comprising this Statement of the Bidder's Qualifications.

Dated at _____ this _____ day of _____ 20__.

(Name of Bidder)

By: _____

(Title)

State of _____

County of _____

_____ being duly sworn in person, deposes and says
that he is _____ of _____,
(Title) (Name of Bidder)

that he is the firm's duly authorized agent to execute these contract documents, and that the
answers to the foregoing questions and all statements therein contained are correct and true.

Subscribed and sworn to before me this _____ day of _____ 20__.

(SEAL)

(Notary Public)