



# TOWN OF WESTWOOD COMMONWEALTH OF MASSACHUSETTS

## REQUEST FOR QUOTES Wentworth Hall Waterproofing / Damproofing Bid # ECON-20-Q-011

### I. GENERAL INFORMATION AND SUBMISSION REQUIREMENTS

- All quotes must be delivered by **11:00 am on May 11, 2020** to:

**Procurement Department  
Westwood Town Hall  
580 High Street  
Westwood MA 02090**

- Westwood Town Hall is closed to the public due to COVID-19 concerns. To promote the health and safety of bidders and town employees, the following procedures are in effect and may affect your bid submission.
  - Quotes can be **emailed to [procurement@townhall.westwood.ma.us](mailto:procurement@townhall.westwood.ma.us)**.
  - Quotes sent by courier can only be dropped off in the Town Mail Drop Box. The drop box is a green mailbox in front of Town Hall labeled "Town Hall Mail Drop Only."
- **Bid Form**
  - If required under M.G.L. Chapter 149, the Bidder whose Quote is accepted agrees to furnish the Payment Bond, in the sum of fifty percent (50%) of 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.
  - There is no separate labor charge under this bid: unit prices shall include full compensation for all labor, materials, tools and equipment, and all incidentals necessary to complete the work as specified herein.
- Questions concerning this RFQ may be submitted to: [Procurement@townhall.westwood.ma.us](mailto:Procurement@townhall.westwood.ma.us).
- 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 RFQ, 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.



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- Below is a list of all Attachments.
  - Attachment A – Specification
  - Attachment B – Foundation Plan
  - Attachment C – Wage Rates
  - Attachment D – Bid Pricing Sheet
  - Attachment E – Labor Harmony and OSHA Training
  - Attachment F – Reference Form
  - Attachment G – COVID-19 Construction

## II. PURCHASE DESCRIPTION/SCOPE OF SUPPLIES/SERVICE

- Bidders are required to examine all the sections of the specifications and plans for requirements, which affect the work of the project.
- The work under this contract includes, but is not necessarily limited to providing labor, materials and equipment to furnish and install bituminous damproofing and rigid insulation protection board system on exterior below grade foundation walls at Wentworth Hall. Work is to be completed in accordance with Attachment A, Specification and Attachment B, Foundation Plan. Estimated date for work to commence is between June 1 -10, 2020. Work shall be completed within seven (7) working days from the date listed on the Notice to Proceed.
- This request for quote describes the minimum acceptable standards for the damproofing scope to be supplied and installed by the waterproofing/damproofing contractor. When a standard is specified by a reference, comply with requirements and recommendations stated in that standard, except when requirements are modified by the contract documents, or applicable codes established for stricter standards.
- The work includes all preparation of the foundation wall surfaces, and footings required to facilitate the work described in the specifications and plans. A pre-quote site conference is not mandatory or scheduled at this time due to COVID-19 distancing requirements. The site will be open to observations upon request and by appointment only. Requests to inspect the site can be sent to Arcadis, the Owner's Project Manager, Attn: Steve Brown: [steven.w.brown@arcadis.com](mailto:steven.w.brown@arcadis.com).

## III. PRICING AND 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.
- Final payment for Work governed by unit prices will be made based on the actual measurements and quantities accepted by the Engineer multiplied by the unit price for work that is incorporated in or made necessary by the Work.
- The Town of Westwood is exempt from the payment of Massachusetts Sales Tax. The Town's identification number is E04-600-1362



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### IV. Changes to the Work:

- General - A Change Order request may originate with the Owner, the Designer, or the Contractor. Contractor's Change Order requests must be submitted to the Owner. The Change Order request must be made in writing on forms provided by the Designer and in accordance with the provisions of the Contract. A Change Order request may be submitted for changes in the Contract work, including but not limited to, changes in: (a) the plans and specifications; and/or changes in (b) the schedule for performance of the work. Whenever a Change Order is requested or ordered, and said Change Order will cause an adjustment in the Contractor's cost, the Contractor may request an equitable adjustment in writing in the Contract price. Such request must be made in accordance with the provisions of the Contract Documents for the making of claims for such adjustments.
- Computing Change Order Requests – Changes in the Contract price shall be determined according to one of the following methods, or a combination thereof, as determined by the Owner:
  - (a) fixed price basis, provided that the fixed price shall be inclusive of items (i) through (vi) in subparagraph (c) (below) and shall be computed in accordance with those provisions;
  - (b) estimated lump sum basis, to be adjusted in accordance with Contract unit prices, or other agreed upon unit prices provided that the unit prices shall be inclusive of all costs related to such equitable adjustment;
  - (c) time and materials basis, on a not-to-exceed upset amount designated by the Owner to be subsequently adjusted based on actual costs based on the following items (i) through (vi):
    - (i) the cost at prevailing rates for direct labor, material, and use of equipment (charges for small tools or "tools of the trade" shall not be computed in the amount of a Change Order request);
    - (ii) plus cost of Workmen's Compensation Insurance, union fringe benefits, federal unemployment taxes, Federal Social Security, and Massachusetts Unemployment Compensation, or, as an alternative the Contractor may elect to use a flat thirty (30) percent of the total labor rate in item (i);
    - (iii) plus fifteen (10) percent of item (i) for overhead, superintendence and profit and for all General Conditions, which will be paid to the Contractor for Item 1 work, which is the work of the Contractor and all its non-filed subcontractors. The Contractor and its non-filed subcontractors shall agree upon the distribution of the fifteen (15) percent as a matter of Contract between each other.
    - (iv) on Item 2 work, which is the work of filed subcontractors, ten (10) percent will be allowed to the filed subcontractor for overhead, superintendence and profit and the Contractor shall receive a five (5) percent markup for overhead, superintendence and profit and for all General Conditions on the cost of the work performed by the filed



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subcontractor; the filed subcontractor and its sub-subcontractors shall agree on the distribution of the ten (10)% as a matter of contract between one another.

(v) if the net amount of a change is an addition to the Contract price, the Contractor's overhead, superintendence, and profit shall be figured on the net amount of the change. On any change that involves a net credit, no allowances for overhead, superintendence, and profit shall be figured.

(vi) plus, actual direct premium cost of payment and performance bonds required of the Contractor and its subcontractors, provided there will be an appropriate credit for bond premiums in the case of a credit Change Order.

#### IV. ADDITIONAL INFORMATION

- Wage Rates/Certified Payrolls: Wages are subject to minimum wage rates determined by the Massachusetts Department of Labor and Industries pursuant to M.G.L. 149 §26 to 27H. The schedule of wage rates applicable to this contract is included in the RFQ documents. The rate per hour to be paid to mechanics, apprentices, teamsters, chauffeurs, and laborers employed on the Work shall not be less than the rate of wages in the attached "Minimum Wage Rates" as determined by the Commissioner of Labor and Industries. The schedule of prevailing wage rates will be updated annually for all public construction projects lasting longer than one (1) year. The contractor shall pay the prevailing wage rate set out in the applicable prevailing wage rate schedule. Increases in prevailing wage rates shall not be the basis for a change order. It is the responsibility of the contractor, to request if necessary, any additional information on Prevailing Wage Rates for those trades people who may be employed for the proposed work under this contract. The Town shall require copies of certified payroll to be submitted prior to the request for the monthly Application for Payment/invoice. Pursuant to M.G.L. c.149 §27B every contractor is required to submit a true and accurate copy of their certified weekly payroll records to the awarding authority by first-class mail or email. In addition each weekly payroll must be accompanied by a statement of compliance signed by the employer. Weekly emailed records and statements of compliance shall be emailed to:
  - Michelle Miller (Town of Westwood Procurement): [mmiller@townhall.westwood.ma.us](mailto:mmiller@townhall.westwood.ma.us)
  - Steve Brown (Owner's Project Manager): [steven.w.brown@arcadis.com](mailto:steven.w.brown@arcadis.com)
- OSHA Requirement: Bidder to furnish certification documents for all employees to be employed in the project subject to this quote showing that they 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. Bidders are urged to submit OSHA certificates with their bid. No contract will be issued to a vendor without proof of OSHA certification pursuant to M.G.L. c. 149, §44A.
- "Or Equal": When the name of the manufacturer, a brand name, or a manufacturer's catalog number is issued as the standard in describing an item followed by "Or Equal", this description is used to indicate quality, performance and other essential characteristics of the article required. If quoting on other than the make, model, brand or sample specified, but equal thereto, contractor shall so state by giving the manufacturer's name, catalog number and any other information necessary to prove that his intended substitution of a commodity is equal in all the essential respects to the specification standard. Contractor shall prove to the satisfaction of the Purchasing Department and Project Architect, that his



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designated substitute is equal to the specifications; otherwise, this quote shall be declared "NO QUOTE" insofar as the item is question is concerned.

#### IV. QUALITY REQUIREMENTS

- Bidders must provide all of the items described in Section II: Purchase Description/Scope of Services and comply with all Section I: Proposal Submission Requirements.
- All deliveries must comply with the Specifications identified above in Section II, Purchase Description/Scope of Supplies/Services.
- The Contractor shall have been established in the waterproofing/damproofing business at least five years.

#### V. RULE FOR AWARD

- The responsible bidder meeting the requirements described in described in Section II: Purchase Description/Scope of Services and offering the lowest **Quote Price** described in Attachment D, Bid Pricing Sheet.



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## ATTACHMENT D QUOTE PRICING SHEET

Quote form must be completed in ink or by typewriter. The Quote price for each item on the form shall be stated in figures. Discrepancies between indicated sum of any column(s) and the correct sum of any column(s) will be resolved in favor of the correct sum. Please Attach Additional Sheets if necessary.

### QUOTE PRICE

The Bidder submits this bid proposal to perform all of the work (including labor and materials) as described in the solicitation for this Base Bid Price (including the costs for all Allowances, Incidentals, Bonds, and Addenda):

Total Quote in figures \$ \_\_\_\_\_

Total Quote in words \$ \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of individual submitting bid or proposal

\_\_\_\_\_  
Printed Name of individual submitting bid or proposal

\_\_\_\_\_  
Business Phone Number

\_\_\_\_\_  
Printed Name of company submitting bid or proposal

\_\_\_\_\_  
Business Email



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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.

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(Signature of authorized individual submitting proposal)

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(Printed Name)

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(Name of Bidder (if different than name))

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(Date)



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## ATTACHMENT F REFERENCE FORM

Contractor Name: \_\_\_\_\_

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

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





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

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

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

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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
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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)



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[ \_\_\_\_\_ ]  
Contractor Name

**ATTACHMENT F - PUBLIC PROJECT RECORD & REFERENCES:** – Interested parties are required to list **ALL** completed public projects during the past three (3) years.

PROJECT INFORMATION	CONTACT INFORMATION Provide business and contact name, address, telephone and email
<b>PROJECT NAME:</b>  SCOPE:  ORIGINAL CONTRACT: \$  FINAL CONTRACT: \$  START DATE:  PLANNED COMPLETION DATE:  ACTUAL COMPLETION DATE:	<b>AWARDING AUTHORITY:</b>  Contact Name:  Address:  Ph:                      Email:  <b>DESIGNER:</b>  Contact Name:  Address:  Ph:                      Email:
<b>PROJECT NAME:</b>  SCOPE:  ORIGINAL CONTRACT: \$  FINAL CONTRACT: \$  START DATE:  PLANNED COMPLETION DATE:	<b>AWARDING AUTHORITY:</b>  Contact Name:  Address:  Ph:                      Email:  <b>DESIGNER:</b>  Contact Name:  Address:
<b>PROJECT NAME:</b>  SCOPE:  ORIGINAL CONTRACT: \$  FINAL CONTRACT: \$  START DATE:  PLANNED COMPLETION DATE:	<b>AWARDING AUTHORITY:</b>  Contact Name:  Address:  Ph:                      Email:  <b>DESIGNER:</b>  Contact Name:  Address:



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PROJECT INFORMATION	CONTACT INFORMATION Provide business and contact name, address, telephone and email
<p><b>PROJECT NAME:</b></p> <p>SCOPE:</p> <p>ORIGINAL CONTRACT: \$</p> <p>FINAL CONTRACT: \$</p> <p>START DATE:</p> <p>PLANNED COMPLETION DATE:</p>	<p><b>AWARDING AUTHORITY:</b></p> <p>Contact Name:</p> <p>Address:</p> <p>Ph:                      Email:</p> <p><b>DESIGNER:</b></p> <p>Contact Name:</p> <p>Address:</p>
<p><b>PROJECT NAME:</b></p> <p>SCOPE:</p> <p>ORIGINAL CONTRACT: \$</p> <p>FINAL CONTRACT: \$</p> <p>START DATE:</p> <p>PLANNED COMPLETION DATE:</p>	<p><b>AWARDING AUTHORITY:</b></p> <p>Contact Name:</p> <p>Address:</p> <p>Ph:                      Email:</p> <p><b>DESIGNER:</b></p> <p>Contact Name:</p> <p>Address:</p>
<p><b>PROJECT NAME:</b></p> <p>SCOPE:</p> <p>ORIGINAL CONTRACT: \$</p> <p>FINAL CONTRACT: \$</p> <p>START DATE:</p> <p>PLANNED COMPLETION DATE:</p>	<p><b>AWARDING AUTHORITY:</b></p> <p>Contact Name:</p> <p>Address:</p> <p>Ph:                      Email:</p> <p><b>DESIGNER:</b></p> <p>Contact Name:</p> <p>Address:</p>



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## ATTACHMENT G

### Enforcement of the COVID-19 Safety Guidelines and Procedures for Construction Sites

COVID-19 Order No. 13, as revised and extended on March 31, 2020, requires the Massachusetts Department of Transportation and the Division of Capital Asset Management and Maintenance to “issue guidance and enforcement procedures for the safe operation of public works construction sites.” The safety guidance is attached as “COVID-19 Guidelines and Procedures for All Construction Sites and Workers at All Public Works Sites” (hereinafter, the COVID-19 Construction Safety Guidance) and is posted online and may be revised from time to time. This document contains the required enforcement procedures, which shall be followed by all state agencies and authorities who undertake, manage or fund construction projects and may be used by each city or town for ensuring the safety of both publicly- and privately-owned construction projects.

- All Projects: Construction sites that cannot consistently comply with the COVID-19 Construction Safety Guidance, including ensuring that social distancing and safety requirements are being followed, must:
  - Safely secure the site and pause construction activities until a corrective action plan is prepared, submitted and approved by both the Owner and the city or town; or
  - Close down the site for the duration of the State of Emergency if repeatedly found by either the Owner’s COVID-19 Officer or a state or local inspector (including a third-party private inspector accountable to a city or town) to be in violation of the social distancing and safety requirements.
- A city or town may additionally require the Owner to develop and submit a site-specific risk analysis and enhanced COVID-19 safety plan. The city or town shall review and approve such plan and may require such projects to pause construction until such a risk analysis and plan is submitted and approved. Once such an enhanced COVID-19 safety plan is approved, a violation of the plan shall be treated the same as a violation of the COVID-19 Construction Safety Guidance.
- A site-specific COVID-19 Officer (who may also be the Health and Safety Officer) shall be designated for every site.
- The approved project Health and Safety Plan (HASP) shall be modified to require that the Contractor’s site-specific project COVID-19 Officer submit a written daily report to the Owner’s Representative. The COVID-19 Officer shall certify that the contractor and all subcontractors are in full compliance with the COVID-19 Construction Safety Guidance.
- Public Projects: For all projects undertaken, managed or funded by a state agency or authority there shall be joint enforcement responsibility between the project’s public Owner and the city or town where the project is located.
  - The Owner of the project has the lead responsibility for compliance and enforcement including frequent on-site inspections by an employee or contractor of the state agency or authority who is familiar with the COVID-19 Construction Safety Guidance and is authorized to enforce that guidance and shut down work at the site if violations are found.



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- The Owner of the project is required to notify the municipality where the work is taking place whenever a site is shut down or of any violations of the COVID-19 Construction Safety Guidance and the resulting corrective action plan, as well as to provide copies of the COVID-19 Officer's written daily reports upon request.
- While the public Owner has the lead responsibility for enforcement, cities and towns retain the authority to take enforcement action against public projects found not in compliance with the COVID-19 Construction Safety Guidance, including the authority to order the project to shut down until a corrective action plan is developed, approved and implemented.
- Private Projects: For all private projects the primary enforcement responsibility rests with the city or town, with the Massachusetts Department of Transportation and other state agencies providing technical assistance and resource support.
  - Cities and towns are authorized to enforce the COVID-19 Construction Safety Guidance using their public health staff, building inspectors or any other appropriate official or contractor.
  - Cities and towns may enforce the safety and distance protocols including requiring the Owner and/or Contractor to safely secure the site and pause construction activities until a corrective action plan is prepared, submitted and approved by the city or town.
  - The city or town may require the Owner of a private project to pay for an independent, third party inspector or inspection firm (or to pay into a pool to pay for such inspections). The third party inspector shall be accountable solely to the city or town and shall be responsible for enforcement on behalf of the city or town. A city or town may require private projects to pause construction until such a third-party inspector has been secured.

Any questions about these enforcement procedures or the accompanying Guidance can be directed to:

For MassDOT, Michael McGrath, Assistant Administrator for Construction  
Engineering, [michael.a.mcgrath@state.ma.us](mailto:michael.a.mcgrath@state.ma.us)

For DCAMM, Jay Mitchell, Deputy Commissioner, [Jayson.mitchell@mass.gov](mailto:Jayson.mitchell@mass.gov)