



**TOWN OF WESTWOOD  
COMMONWEALTH OF MASSACHUSETTS**

**CONTRACT AND PERFORMANCE SPECIFICATION  
On-Call Plumbing Services  
Bid # DPW-20-B-029**

**SCOPE OF WORK**

The nature of the services provided will include on call plumbing contractor services for Town of Westwood Department of Public Works and Westwood School Department. The requirement calls for an hourly fixed rate for call out hours between 7:00 a.m. and 6:00 p.m., Monday thru Friday and a fixed rate for call out hours from 6:00 p.m. to 7:00 a.m. and a fixed rate for Saturdays, Sundays and Legal Holidays. The bid must show the above rates for a Master Plumber and stated rates for Journeyman and Apprentice. Massachusetts license number and proof of a Masters license will be required. The successful bidder(s) must agree to around the clock coverage and shall provide the Town and School Facilities Managers with a telephone number, cell phone number, and a pager number where the contractor can be reached in an emergency.

Response time for emergency callouts shall be within **1 hour** and regular (non-emergency) callouts within 4 hours. There will be no compensation for mileage or travel time. Billable hours shall commence upon arrival at the job site. Minimum rate shall be the same for all call back periods and must be noted as part of your bid. It is expected that the service vehicle used for all service trips will be well stocked with standard replacement parts and a complete set of standard tools and equipment so as to eliminate unnecessary time away from the job site

The Town reserves the right to extend the contract for use by other Departments of the Town.

The Service Provider will perform work as directed by the Town of Westwood Department of Public Works and Westwood School Department or designee. The contractor shall have with them on each visit a work order listing the material used and the time consumed while on each job. This work order must be signed by the appropriate Facilities Manager as evidence that the work was accomplished. A copy of this signed work order shall indicate the charges for labor, material and any other miscellaneous charges for each individual building or site visited.

The plumber shall report to the Town or School Facilities Manager prior to commencing and terminating his work. The contractor shall be required to be available, at no cost to the Department of Public Works and School Department during the working day, at times mutually convenient to the contractor and a representative of the Department of Public Works/ School Department for consultation regarding potential work, to visit work locations and to prepare estimates. If the contractor finds upon examination of the assigned job, that the work will be more extensive than originally ordered, s/he should contact the Town within 24 hours for authorization to proceed with the additional work.



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Where required by law, contractors must possess a valid license/registration to perform services in the Commonwealth of Massachusetts. A copy of any required license/ registration must be submitted with the bidder's response.

Any and all work performed throughout the duration of the contract must be guaranteed by the contractor to be completed in a workmanship-like manner and according to applicable codes and industry-accepted standards. Unless otherwise stated in specifications for a particular job, the contractor will supply all labor, equipment, materials, parts and supplies necessary to complete a service. The Department of Public Works reserves the right to provide the materials for a job at their option. The contractor will be responsible for securing any and all necessary permits required prior to commencing work on any job. Emergency needs require 24 hour, 7 day a week availability of a service. Please respond in your bid if you are unable to abide by this.

**It is the condition of the contract that the Plumbing Contractor shall respond to an emergency request within ONE (1) hour after receiving notification of emergency.**

NON-EMERGENCY REPAIRS must start within forty-eight (48) hours of receipt of a work order initiated by the Town and or School Facilities Manager or his designee.

This service must be provided on a 24 hour per day/7 day per week basis. If the contractor fails to respond in the required time period, this may be grounds for cancellation of this contract.

It is intended that the Contractor accomplish the majority of work during normal business hours and on a straight time basis. Work shall not be accomplished on an overtime basis unless prior approval has been obtained from the Town and/or School Facilities Manager. Standard hours of work shall be Monday-Friday 7:00 am until 6:00 pm.

All work is to be quality work and shall be performed according to the standards of the industry and according to the plans, directions and instructions as presented by the authorized representative of the Town of Westwood and must meet all state and town Building Codes.

The hourly rates reflect the amount a contractor will charge per hour only - not per hour per person. Only one tradesman shall be assigned to work on a job. Prior permission must be received before the contractor can assign more than one worker per job, including apprentices/helpers. The town reserves the right to question whether additional personnel are warranted on a particular job based upon each job quote/proposal and performance status. Special attention will be given to allow for assistance when needed, or an unexpected parts acquisition is needed during a job to contain costs. However, the contractor must arrive at any routine job that he has quoted prepared with the appropriate personnel, equipment and supplies to perform the project with minor off-site time and travel.

The Contractor shall only use trained and licensed personnel who are directly employed and supervised by the Contractor unless prior approval is obtained. The Contractor shall not subcontract or sublet any portion of the work without prior approval of the Town and/or School Facilities Manager.



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The Town of Westwood reserves the right to inspect any and all work performed and in progress under these contracts. Any omission or failure on the part of the Town of Westwood's representative to disapprove or reject inferior or defective work or materials shall not be construed to be an acceptance of such work or material. If any defective work or material is found during inspection, the contractor shall remove or repair, at his/her own expense, such defective work or material rejected and shall rebuild and/or replace it without extra charge.

All materials and equipment provided under the contract shall be listed and labeled for the purpose intended. All work provided under this contract shall have, as a minimum, a one (1) year warranty from the date of final acceptance thereof against any latent defects, design, materials, workmanship and installation.

The Contractor warrants that, unless otherwise specified, all materials and equipment, incorporated in the work under the Contract shall be new, first class, and in accordance with the Contract Documents. The Contractor further warrants all workmanship shall be first class and in accordance with the Contract Documents and shall be performed by persons qualified in their respective trades. Work not conforming to these warranties shall be deemed unacceptable and will not be paid.

### **Contractor Performance Criteria**

Each contractor's performance will be evaluated on an ongoing basis and these evaluations will be utilized in determining whether to renew a contract. Contractors **must** notify the Procurement Office, in writing, within 7 days of any change in address, phone or fax numbers and or contact names.

The contractor shall perform routine and emergency plumbing repair and maintenance services at Town and School Buildings as authorized. On-Call 24 hours a day, 7 days a week for emergency work and other repair requirements found by maintenance staff.

### **Contract Value**

The hours contained in the bid form are to be utilized in determining the lowest bidder and are not a guarantee of a contractual value. The services required by this bid will be provided on an intermittent basis, as needed.

### **Guarantee**

All labor, materials, and equipment furnished under this Contract shall be guaranteed by the contractor for a period of one (1) year from the date of final acceptance of all work. In the event of failure of materials or equipment during the guarantee period, the defective segment shall be replaced promptly, upon notice from the Town of Westwood, by, and at the expense of the contractor.



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### Responsibility

It is the Contractor's responsibility to supply and furnish all tools, testing equipment, etc.

It is the Contractor's responsibility to strictly adhere to all local, State and Federal codes, rules and regulations having application to the work requested of the Plumbing Contractor.

If the work is of a nature to require a permit, the appropriate permit shall be obtained by the contractor from the Town of Westwood Building Department. It is the contractor's responsibility to schedule all required inspections. The permit number must be included on the face of the work order.

It is the Contractor's responsibility to clean up the work area upon completion of task, and remove from the premises any rubbish, which may have come about as a result of completing the task.

All material used will be new, first quality, and must conform to applicable codes. All workmanship must be of the highest quality required of a properly licensed, experienced plumber.