

Town of Westwood



PROJECT MANUAL Bid and Contract Documents

Project Title: **New Westwood Cemetery Phase II Expansion**
New Westwood Cemetery
High Street, Route 109
Westwood, Massachusetts
IFB Number DPW-24-B-004

Project Number: 2-3231.01

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IFB DPW-24-B-004
NEW WESTWOOD CEMETERY
WESTWOOD, MA**

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SECTION 00 20 00

INVITATION FOR BIDS

**New Westwood Cemetery Expansion -Phase II
Bid # DPW-24-B-004**

I. GENERAL INFORMATION AND PROPOSAL SUBMISSION REQUIREMENTS

- All Bids must be delivered by **11:00 AM on Thursday November 9, 2023, to:**

Procurement Department
Westwood Town Hall
580 High Street
Westwood MA 02090

- 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 # DPW-24-B-004, New Westwood Cemetery Expansion- Phase II.***
- The proposal must include a non-collusion form, tax compliance certificate, bid pricing sheet, and reference form.
- 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 Commonwealth of Massachusetts, in the amount of (5%) of 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 to whom the bid is awarded will be required to execute an Agreement within ten (10) calendar days from the date when the Notice of Award is received.

New Westwood Cemetery, Phase II Expansion

IFB #: DPW-24-B-004

Invitation for Bids

SECTION 00 20 00 Page 1

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.

- The bidder to whom the bid is awarded will be required to submit a payment bond in the amount of at least 50% of the contract price. This bond should be submitted within ten (10) calendar days of the contract award date.
 - The bidder to whom the bid is awarded will be required to submit a performance bond in the amount of at least 100% of the contract price. This bond should be submitted within ten (10) calendar days of the contract award date.
 - 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.
- Contractor Must Conform to Schedule of Wages - Department of Labor and Industries - for the Work to be Done - Chapter 149, Sect. 26 - 27-D. Prevailing Wage Rates can be found at Section 01100.
 - Contractor must be in compliance with all Occupational Safety and Health (OSHA) requirements.
 - For location and description of work see as Section 01200 Location and Summary of Work, respectively.
 - For basis of this bid and contract, references to "standard specifications" refer to the Commonwealth of Mass. Standard Specifications for Highways and Bridges inclusive of all revisions.
 - 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.
 - Any bid may be withdrawn prior to the bid's submittal due date. However, bidders may not withdraw or modify their bid for a period of ninety (90) days following the opening of bids.
 - The contract will be awarded within thirty (30) days after the proposal receipt. The time for award may be extended for up to forty-five additional days by mutual agreement between the Town and the apparent lowest responsive and responsible bidder.

New Westwood Cemetery, Phase II Expansion

IFB #: DPW-24-B-004

Invitation for Bids

SECTION 00 20 00 Page 2

- A NON-MANDATORY pre-bid meeting is scheduled for **Wednesday, November 1, 2023, at 11:00AM**. The meeting will be at the site.
- Bidders should review the Draft Contract, found in Section 00 73 00. If they take exception to any term and condition, those must be submitted on a separate sheet with their proposals.
- 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 mailed, emailed, or posted on the Westwood Town Hall website to all bidders on record as having picked up the IFB.
- 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 all proposals, if the Town determines that cancellation or rejection serves the best interests of the Town.

II. PURCHASE DESCRIPTION/SCOPE OF SUPPLIES/SERVICES

- The purpose of this proposal is to provide labor, material, and equipment necessary to complete the expansion of the New Westwood Cemetery.
- All work must adhere to the standards identified in the attached Construction Documents Plans and Specifications.
- The scope of the contract includes labor, material, and equipment for the completion of the work described in the specifications.
- All work identified shall be performed and completed between the dates of December 1, 2023 and October 1, 2024.
- Failure to complete the work included in this contract shall expose the contractor to charges described in section 8.11 of standard specifications. Charges will accumulate daily.
- If the vendor fails to supply and/or deliver in time to meet the requirements of the Town, the Town reserves the right to obtain these services from another source. Any additional costs incurred by the Town because of a price differential between the price paid on the open market and the contract price will be charged against the contractor or deducted

from any balance owed to the contractor.

- All bids must be firm and continue in effect for a period of two (2) months from date of bid opening.
- **Service and warranty terms:** All proposal prices must include standard warranty as described in the Specification.
- **Delivery Requirements:** All delivery charges shall be included in the price of the service.
- The Delivery should be made to:

**Town of Westwood
Department of Public Works
50 Carby Street
Westwood MA 02090**

III. QUALITY REQUIREMENTS

- Bidders must provide all the items described in Section II: Purchase Description/Scope of Services and comply with all Section I: Proposal Submission Requirements. Missing information may cause the proposal to be considered unresponsive.
- All work must comply with the Specifications identified as is Division 2 Site work and Division 3 Concrete.
- Bidders must have satisfactory performance under at least five (5) different contracts two of which shall be similar in size and scope to the proposed contract. Contract information will be provided as part of Section V, References.

IV. RULE FOR AWARD

- The responsive and responsible bidder meeting the requirements described in Section II: Purchase Description/Scope of Services and offering the lowest Total Bid Price (Base Bid Price + Alternates = Total Bid Price), including Additive Alternates 1, and /or 2, and /or 3 as the budget allows and in the best interest of the town, described in Section 01010 Bid Forms.

END OF SECTION

SECTION 00 20 10

BID FORM

**PHASE II EXPANSION
IFB DPW-24-B-004
NEW WESTWOOD CEMETERY
WESTWOOD, MA**

Bidders Name _____

Address _____

Phone _____

Email _____

BASE BID PRICE

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

Total Bid in figures \$ _____

Total Bid in words _____

Unit Prices

A. The following unit prices as defined in the specifications are designated for items of work based on quantities estimated by the Designer. These unit prices will be used to add to or deduct from the dollar amounts shown, depending on whether the actual amount is greater or less than the estimated amount.

SECT.	ITEM	ESTIMATED QUANTITY	UNIT MEASURE	UNIT PRICE DOLLARS/CENTS	TOTAL AMOUNT DOLLARS/CENTS
02 20 00	Ledge or rock removal	300	Cubic Yard	\$_____	\$_____
02 20 00	Provide and place common borrow	400	Cubic Yard	\$_____	\$_____
				TOTAL	\$_____

The unit prices as requested herein shall include their pro-rata share of all costs for overhead, profit, bond, labor, materials and equipment costs and all other work incidental thereto, including disposal of materials. |

Any unit price proposal that contains a unit price which is unduly high or low may be rejected as unbalanced, and thereby affect the total cost proposal of this contract.

ALTERNATES (*Additions to Base Bid Price*)

The Bidder offers to: (i) perform the work described in these Alternates as selected by the Town of Westwood in the order of priority specified below, based on the availability of funds and the best interest of the Town; and (ii) increase the Base Bid Price by the amount set forth below for each Alternate selected. See Location and Scope of Work for descriptions of Alternates.

ALTERNATE NO. 1

Establish lawn, paved walkway and granite steps, screen soils & plantings in cremation area –

Total Unit Cost in figures \$ _____

Total Unit Cost in words _____

ALTERNATE NO. 2

Provide and install 19 Lawn Crypts

Total Unit Cost in figures \$ _____

Total Unit Cost in words \$ _____

ALTERNATE NO. 3

Provide and install 2 Stone Obelisks

Total Unit Cost in figures \$ _____

Total Unit Cost in words \$ _____

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

Bid form must be completed in ink or by typewriter. The bid 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

II. 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

III. CERTIFICATE OF VOTE
(Corporations Only)

At a duly authorized meeting of the Board of Directors of the

(Name of Corporation)

_____ held on _____ it was VOTED,

That

Date

Name

Officer

of this company, be and hereby is authorized to execute contracts and bonds in the name and on behalf of said company and affix its corporate seal hereto; and such execution of any contract or obligation in this company's name on its behalf by such officer under seal of the company, shall be valid and binding upon this company.

I hereby certify that I am the clerk of the above-named corporation and that.

(name)

is the duly elected officer as above of said company, and that the above vote has not been amended or rescinded and remains in full force and effect as the date of this contract.

Date

Clerk

Corporate
Seal

IV. REFERENCE FORM

Bidder: _____

Bidder must submit a complete list of all contracts the past five (5) years of comparable size and scope to this project, with contact names and telephone numbers.

Reference: _____
Address: _____
Contact: _____
Phone: _____
Email Address: _____

Description and date(s) of supplies or services provided:

Reference: _____
Address: _____
Contact: _____
Phone: _____
Email Address: _____

Description and date(s) of supplies or services provided:

Reference: _____
Address: _____
Contact: _____
Phone: _____
Email Address: _____

Description and date(s) of supplies or services provided:

Reference: _____
Address: _____
Contact: _____
Phone: _____
Email Address: _____

Description and date(s) of supplies or services provided:

Reference: _____
Address: _____
Contact: _____
Phone: _____
Email Address: _____

Description and date(s) of supplies or services provided:

Attach additional sheets if necessary.

V. BID BOND FORM

KNOW ALL MEN BY THESE PRESENTS, THAT WE, THE UNDERSIGNED

_____ .as Principal, and

_____ .as Surety

are hereby held and firmly bound unto the Town of Westwood, MA, as Owner, in the penal sum of

\$ _____

for the payment for which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the General Contractor, a certain Bid, attached hereto and hereby made a part hereof, to enter a Contract in writing for construction of the Phase I Expansion at the New Westwood Cemetery

NOW, THEREFORE,

1. If said Bid shall be rejected, or in the alternate,
2. If said Bid shall be accepted and the Principal shall execute and deliver a Contract in the Form of Contract attached (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all respects perform the Agreement created by acceptance of said Bid.

Then the Condition of this Obligation is such that if the aforesaid principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation to void; otherwise the Principal and Surety will pay unto the Oblige the difference in money between the amount of the bid of the said Principal and the amount for which the Oblige legally contracts with another party to perform the work if the later amount be in excess of the former, but in no event shall liability hereunder exceed the penal sum hereof.

The Surety, for value received, hereby stipulates, and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

PRINCIPAL _____ **BY:** _____

SURETY SEAL _____ **BY:** _____

VI. BIDDER'S CERTIFICATE OF TAX COMPLIANCE

This certification shall be prepared by a Certified Public Accountant responsible for accounting of the Bidding firm. Pursuant to M.G.L. Chapter 62C, sec. 49A, the undersigned certifies that, to the best of my knowledge and belief, have complied with all the laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

DATED: _____

NAME OF BIDDER: _____
(COMPANY NAME)

RESPONDENT CPA's
COMPANY NAME, (if
different from Bidder): _____
(CPA COMPANY NAME)

RESPONDENT CPA's
ADDRESS (If different
from Bidder): _____

RESPONDENT CPA's
PHONE NUMBER: _____

BY
: _____
(RESPONDENT CPA's NAME)

RESPONDENT'S
SIGNATURE: _____

RESPONDENT'S TITLE:

**THIS CERTIFICATION MUST BE COMPLETED AS A CONDITION OF
CONTRACT EXECUTION.**

VII. BIDDER'S CERTIFICATE OF LABOR HARMONY AND OSHA COMPLIANCE

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 44E.

DATED: _____

NAME OF BIDDER: _____
(COMPANY NAME)

BY: _____
(OFFICER'S NAME)

SIGNATURE _____

This Certification must be completed as a condition of the Contract Execution.

VIII. BIDDER'S CERTIFICATE OF PAYMENT OF PREVAILING WAGES

The undersigned bidder hereby certifies, under the pains and penalties of perjury, that the foregoing bid is based upon the payment to laborers to be employed on the project of wages in an amount no less than the applicable prevailing wage rates established for the project by the Massachusetts Department of Labor and Workforce Development. The undersigned bidder agrees to indemnify the Awarding Authority for, from and against any loss, expense, damages, actions or claims, including any expense incurred in connection with any delay or stoppage of the project work, arising out of or as a result of (1) the failure of the said bid to be based upon the payment of the said applicable prevailing wage rates or (2) the failure of the bidder, if selected as the contractor, to pay laborers employed on the project the said applicable prevailing wage rates.

DATED: _____

NAME OF BIDDER: _____

BY: _____
(NAME)

SECTION 00 43 43

MINIMUM PREVAILING WAGE RATES

I. GENERAL INFORMATION

- Contractor Must Conform to Schedule of Wages - Department of Labor and Industries - for the Work to be Done - Chapter 149, Sect. 26 - 27-D. Prevailing Wage Rates follow this page.

END OF SECTION

SECTION 01 10 00

SUMMARY OF WORK

1. DESCRIPTION OF PROJECT

The work of this Contract, without limiting the generality thereof, consists of furnishing all labor, materials, and equipment necessary to expand the existing cemetery as shown on the plans and as specified herein for use by the Cemetery. Work includes, without limiting the generality thereof:

- Site work to develop lawns for approximately 1,100 burial spaces.
- Provision and installation of bar foundations for gravestones, new driveways, utilities, landscaping, walkways, and patios.
- All cleanup activities.

The work may include the additive alternates listed below as budget allows.

2. LOCATION OF PROJECT

The work to be performed will be at the existing New Westwood Cemetery located off High Street, Route 109 in Westwood, Massachusetts as shown on the Plans.

3. SCOPE OF WORK

The work under this contract consists of furnishing all necessary labor, materials, and equipment to construct the Phase II expansion of the New Westwood Cemetery as described in these Specifications, and as shown on the Plans or specified herein.

A. Work includes, without limiting the generality thereof:

- Land survey to stake improvements.
- Erosion control.
- Preparation of an EPA Stormwater NPDES permit under the 2012 Construction General Permit and monitoring/documenting of the site during construction.
- Site clearing.
- Tree removal and offsite disposal of stumps and trees/brush/debris.
- Striping existing topsoil, screening, and stockpiling of topsoil for future use.
- Screening of excavated soils to be reused on site to 4" minus.
- Rough grading and common earthworks.
- Drainage piping, structures (catch basins, manholes,) and recharge system.
- Water service.
- Paved driveways.

- Concrete foundations (for headstones NIC).
- Installation of metal lot corner markers
- Final grading and establishment of lawns.
- Dumped riprap (stone tailings)
- Concrete walkways, including stamped concrete patio with stone benches.
- Ornamental fence.
- Supply and install placement of all landscape materials (plantings).
- All clean-up activities.

Note: an as-built survey is to be completed separately by the owner for record use in selling graves. The contractor is to provide as-built utility information to the owner.

- A) ALTERNATE #1: The work of this Contract as an Additive Alternate, without limiting the generality thereof, consists of furnishing all labor, materials, and equipment necessary to developed lawns for cremation graves with granite stone steps and paved walkway, and plantings in the cremation garden area.
- B) ALTERNATE #2: The work of this Contract as an Additive Alternate, without limiting the generality thereof, consists of furnishing all labor, materials, and equipment necessary to provide and install 19 precast concrete lawn crypts.
- C) ALTERNATE #3: The work of this Contract as an Additive Alternate, without limiting the generality thereof, consists of furnishing all labor, materials, and equipment necessary to provide and install two granite Obelisks.

All work to be done under this contract shall be in conformance with the applicable portions of the Commonwealth of Massachusetts-Massachusetts Highway Department Standard Specifications for Highways and Bridges dated 1988, Supplemental Specifications and Addenda dated March 21, 2014 (incorporated herein by reference), the PLANS and these SPECIAL PROVISIONS.

END OF SECTION

SECTION 01 20 00

PRICE AND PAYMENT PROCEDURES

PART 1: GENERAL

1.1 Measurement

- A. Measurement of the work under the base bid shall be on lump sum basis; including any incidental work and supply of all material, labor, and equipment to complete the work.
- B. Unit Prices for import of soil borrow, rock removal, and screening of excess cobbles beyond that estimated herein shall be measured based on an in-place and compacted volume based on field survey before and after the excavation.

1.2 Payment

- A. Payment for the work shall be on:
 - a. A lump sum basis including all materials, equipment, and labor to complete the Item, excepting,
 - b. Unit prices as listed in the bid form.
- B. Monthly progress payments may be requested by the Contractor based on a schedule of values.

END OF SECTION

SECTION 01 31 00

PROJECT MANAGEMENT AND COORDINATION

PART 1: GENERAL

1.1 LABOR AND EQUIPMENT

- A. Furnish all labor and equipment which will be efficient, appropriate, and large enough to secure a satisfactory quality of work and a rate of progress which will ensure the completion of the work within the time stipulated in the Instruction to Bidders. If at any time such labor and equipment appears to the Owner to be inefficient, inappropriate, or insufficient for securing the quality of work required or for producing the rate of progress previously mentioned, he may order the Contractor to increase the efficiency, change the character or increase the plant equipment, and the Contractor shall conform to such order. Failure of the Owner to give such orders shall in no way relieve the Contractor of his obligations to secure the quality of the work and rate of progress required.

1.2 OPEN EXCAVATIONS AND ROUGH GRADING

- A. All open excavations and rough grading shall be adequately safeguarded by providing temporary barricades, caution signs, and other means to prevent accidents to persons, and damage to property. If the work under this Contract creates a hazard due to the Contractors method of operation, the Engineer may require special construction procedures.
- B. The Contractor shall take precautions to prevent injury to the public.

1.3 CARE AND PROTECTION OF PROPERTY

- A. The Contractor shall be responsible for the preservation of all public and private property and shall use every precaution necessary to prevent damage thereto. If any direct or indirect damage is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work on the part of the Contractor, such property shall be restored by the Contractor, at his expense, to a condition similar or equal to that existing before the damage was done, or he shall make good the damage in other manner acceptable to the Engineer.

1.4 WATER FOR CONSTRUCTION PURPOSES

- A. Should water be required for construction purposes, the contractor may use water from on the site.

1.5 CLEANUP AND DISPOSAL OF EXCESS MATERIAL

- A. During the course of the work, the Contractor shall keep the site of his operations in as clean and neat a condition as is possible. He shall dispose of all residues resulting from the construction work and, at the conclusion of the work, he shall remove and haul away any surplus excavation and any other refuse remaining from the construction operations and shall leave the entire site of the work in a neat and orderly condition.
- B. In order to prevent environmental pollution arising from the construction activities related to the performance of this Contract, the Contractor and his subcontractors shall comply with all applicable Federal, State, and local laws, and regulations concerning waste material disposal.

END OF SECTION

SECTION 01 33 00

SUBMITTALS

PART 1: GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

- A. This Section specifies the general requirements of submissions including shop drawings, product data, and samples. Detailed submittal requirements will be specified in the technical specification's sections.

1.02 SHOP DRAWINGS, PRODUCT DATA, SAMPLES

A. Shop Drawings

1. Submit to the Engineer for approval shop drawings or detail drawings required for construction of any part of the Work, and as specified in the various sections of the technical specifications. Such drawings shall include fabrication details, wiring and piping diagrams, location, and details of construction joints in concrete, and performance curves for electrical, mechanical, or other equipment, and any other supplementary data required by the Engineer.
2. Detail drawings for shoring, form work, and for other temporary work and methods of construction the Contractor proposes to use, will be required to be furnished. Such drawings shall be subject to review, but details of design will be left to the Contractor who shall be responsible for the safety and successful construction of the Work. Drawings, the original design for which is the responsibility of the Contractor, shall bear the seal of a Professional Engineer registered in the Commonwealth.
3. Shop drawings shall show design, dimensions, sections, connections, and other details necessary to ensure that the Contract Documents are accurately interpreted.
4. All shop drawings prepared by subcontractors for approval must be reviewed and approved by the Contractor prior to submission to the Engineer. The Contractor is responsible for all submittals and for timely submission of all submittals to prevent delays in delivery of materials.
5. The Contractor shall check all subcontractor's shop drawings

SECTION 00 70 01
SPECIAL PROVISIONS
WORK WITHIN CEMETERY

PART 1 GENERAL

1.1 FUNERAL ACTIVITIES

- The Contractor shall include an allowance in his Bid for periodic brief stops in work activity while nearby funerals are occurring. During these times, heavy equipment shall be shut off and general quiet shall be observed until the procession has left the work area. The Cemetery will notify the Contractor in advance of funeral activities.
- It is expected that 1-2 funerals may occur per week that could impact the work.

1.2 MEMORIAL DAY

- Special attention is called to the Memorial Day weekend May 27th. The contractor shall manage and secure the work site to minimize disruption to visitors from Thursday May 24 through May 28th with no construction activity occurring during that time period.

END OF SECTION 00 70 01
SPECIAL PROVISIONS

regarding measurements, size of members, materials, and details to satisfy himself that they conform to the intent of the Drawings and Specifications. Drawings found to be inaccurate or otherwise in error shall be returned to the subcontractors for correction before submission thereof.

6. All details on shop drawings submitted for approval shall clearly show the relation of the various parts to the main members and lines of the structure, and where correct fabrication of the work depends upon field measurements, such measurements shall be made and noted on the drawings before being submitted for approval.

B. Product Data

1. Product data as specified in individual Sections include standard prepared data for manufactured products (sometimes referred to as catalog cuts), such as the manufacturer's product specification and installation instructions, availability of colors and patterns, manufacturer's printed statements of compliance and applicability, roughing-in diagrams and templates, catalog cuts, product photographs, standard wiring diagrams, printed performance curves and operational-range diagrams, production or quality control inspection and test reports and certifications, mill reports, product operating and maintenance instructions and recommended spare-parts listing, and printed product warranties, as applicable to the Work.

C. Samples

1. Samples specified in individual Sections include physical examples of the work such as sections of manufactured or fabricated work, small cuts or containers of materials, complete units of repetitively-used products, color/texture/pattern swatches and range sets, specimens for coordination of visual effect, graphic symbols, and units of work to be used by the Engineer or Owner for independent inspection and testing, as applicable to the Work.

1.03 CONTRACTOR'S RESPONSIBILITIES

- A. The Contractor shall review shop drawings, product data and samples prior to submission to determine and verify the following:
 1. Field measurements
 2. Field construction criteria

3. Catalog numbers and similar data
 4. Conformance with the Specifications
- B. Each shop drawing, working drawing, sample and catalog data submitted by the Contractor shall have a certification statement stating that the Contractor has reviewed the submittal and that it is in conformance with the Drawings, Specifications, and other submittals. The certification statement shall be signed by the Contractor.
 - C. Notify the Owner in writing, at the time of submittal, of any deviations in the submittals from the requirements of the Contract Documents.
 - D. The review and approval of shop drawings, samples or catalog data by the Engineer shall not relieve the Contractor from his responsibility about the fulfillment of the terms of the Contract. All risks of error and omission are assumed by the Contractor and the Engineer will have no responsibility thereof.
 - E. No portion of the work requiring a shop drawing, working drawing, sample, or catalog data shall be started nor shall any materials be fabricated or installed prior to the approval or qualified approval of such item. Fabrication performed, materials purchased, or on-site construction accomplished which does not conform to approved shop drawings and data shall be at the Contractor's risk. The Owner will not be liable for any expense or delay due to corrections or remedies required to accomplish conformity.
 - F. Project work, materials, fabrication, and installation shall conform with approved shop drawings, working drawings, applicable samples, and catalog data.

1.04 SUBMISSION REQUIREMENTS

- A. Make submittals promptly in accordance with approved schedule, and in such sequence as to cause no delay in the Work or in the work of other Contractors.
- B. The Contractor shall submit five (5) copies of all submittals, of which two will be returned to the Contractor. If the Contractor requires more than two copies returned, additional copies shall be submitted to the Engineer.
- C. Submittals shall contain:
 1. The date of submission and the dates of any previous submissions.

2. The Project title and number.
 3. Contractor identification.
 4. The names of:
 - a. Contractor
 - b. Supplier
 - c. Manufacturer
 5. Identification of the product, with the specification section number.
 6. Field dimensions clearly identified as such.
 7. Relation to adjacent or critical features of the Work or materials
 8. Applicable standards, such as ASTM or Federal Specification numbers.
 9. Identification of deviations from Contract Documents.
 10. Identification of revisions on resubmittals.
 11. An eight-inch x three inch (8"x3") blank space for Contractor and Engineer stamps.
- D. If submittals require resubmission, the Contractor shall make required changes and make the resubmission promptly to not delay the work described in the submittal.

1.05 MEASUREMENT AND PAYMENT

- A. No measurement or payment will be made for work required under this Section. All costs in connection therewith will be considered incidental to the item of work to which they pertain.

END OF SECTION 01300

SECTION 01 66 00
PRODUCT STORAGE AND HANDLING REQUIRMENTS

PART 1: GENERAL

1.1 APPROVAL OF MATERIALS

- A. Unless otherwise specified, only new materials and equipment shall be incorporated in the work. All materials and equipment furnished by the Contractor shall be subject to the inspection and approval of the Owner. No material excepting samples shall be delivered to the work without prior approval of the owner.
- B. The Contractor shall submit to the Owner, data relating to materials and equipment he proposes to furnish for the work. Such data shall be in sufficient detail to enable the Owner to identify the particular product and to form an opinion as to its conformity to the specifications.
- C. Facilities and labor for handling and inspection of all materials and equipment shall be furnished by the Contractor. If the Owner requires, either prior to beginning or during the progress of the work, the Contractor shall submit additional samples or materials for such special tests as may be necessary to demonstrate that they conform to the specifications. Such samples shall be furnished, stored, packed, and shipped as directed at the Contractor's expense.
- D. Any delay of approval resulting from the Contractor's failure to submit samples or data promptly shall not be used as a basis of a claim against the Owner or the Owner's representative.
- E. In order to demonstrate the proficiency of workmen or to facilitate the choice among several textures, types, finishes, and surfaces, the Contractor shall provide such samples of workmanship or finish as may be required.
- F. The materials and equipment used on the work shall correspond to the approved samples or other data.

1.2 HANDLING AND STORAGE OF MATERIALS

- A. All materials and equipment to be incorporated in the work shall be managed and stored by the manufacturer, fabricator, supplier, and Contractor before, during, and after shipment in a manner to prevent warping, twisting, bending, breaking, chipping, rusting, and any injury, theft, or damage of any kind whatsoever to the material or equipment.
- B. All materials which, in the opinion of the Owner, have become so damaged as to be unfit for the use intended or specified shall be promptly removed from the site of the work, and the Contractor shall receive no compensation for the damaged material or its removal.

SECTION 01 78 33

BONDS (Performance/Labor Materials Bond)

PERFORMANCE / LABOR-MATERIALS BOND

KNOW ALL MEN BY THESE PRESENTS, THAT _____
Having a usual place of business in _____
As PRINCIPAL, and _____
A corporation duly organized and existing under the laws of _____

And authorized to work in the Commonwealth of Massachusetts as SURETY, are hereby held and firmly bound unto the Town of Westwood Massachusetts in the sum of _____ (\$ _____) to be paid the said Town of Westwood Massachusetts for which payment, well and truly made, we hereby bind ourselves, jointly and severally, firmly by these presents.

WHEREAS, The said principal has made a contract with the said Town of Westwood Massachusetts bearing the Date _____ day of _____, 2023, in accordance with the drawings and specifications prepared therefor, which contract is hereto annexed, the terms of which are herein referred to and hereby made a part of these presents; and

WHEREAS, The said surety has examined the said contract, its agreements, terms, covenants and conditions, and the plans referred to herein, and assents thereto.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above bounden, its heirs, executors, administrators, successors and assigns, shall in all things stand to and abide by, and well and truly keep and perform, the covenants, conditions, and agreements in the said contract and any alterations thereof made as therein provided, on its or their part to be kept and performed at the time and manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify its officers and agents, as therein stipulated.

Then this obligation shall become and be invalid; otherwise, it shall be and remain in full force and virtue.

AND they said surety for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work performed thereunder or the specifications accompanying the same shall in anyway affect its obligations on this bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, The principal has caused these presents to be signed in its name and behalf and its corporate seal to be hereto affixed by _____

New Westwood Cemetery, Phase II Expansion
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SECTION 01 78 33 Page 1

Its _____, and _____

It is _____, thereto duly authorized, and the said surety has caused these presents to be signed in its name and behalf and its corporate seal to be hereto affixed by.

It is _____, and _____

It is _____, thereto duly authorized at

_____, on this _____ day of

in year 2023.

PRINCIPAL

SURETY

_____(Seal) _____(Seal)

_____(Seal) _____(Seal)

Signed and sealed in the presence of

LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENTS,
THAT _____

Having a usual place of business in _____
As PRINCIPAL, and _____
A corporation duly organized and existing under the laws of _____

And authorized to work in the Commonwealth of Massachusetts as SURETY, are hereby held and firmly bound unto the Town of Westwood Massachusetts in the sum of _____

(\$ _____)
to be paid the said Town of Westwood Massachusetts for which payment, well and truly made, we hereby bind ourselves, jointly and severally, firmly by these presents.

WHEREAS The said principal has made a contract with the said Town of Westwood Massachusetts bearing the Date _____ day of _____, 2015, in accordance with the drawings and specifications prepared therefor, which contract is hereto annexed, the terms of which are herein referred to and hereby made a part of these presents; and

WHEREAS, The said surety has examined the said contract, its agreements, terms, covenants and conditions, and the plans referred to herein, and assents thereto.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above bounden, its heirs, executors, administrators, successors and assigns, shall pay for all labor performed or furnished, for all materials used or employed in the work and for the rental of appliances and equipment employed in the carrying out of the contract, and shall indemnify and save harmless the said Town of Westwood Massachusetts its officers and agents as therein stipulated

Then this obligation shall become and be invalid; otherwise, it shall be and remain in full force and virtue.

AND they said surety for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work performed thereunder or the specifications accompanying the same shall in anyway affect its obligations on this bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

This bond is made for the use and benefit of all persons, firms, and corporations who may furnish any material or perform any labor for or on account of said contract, or rent or hire out any appliances and equipment used or employed in the execution of said contract, and they and each

SECTION 00 73 00

DRAFT CONTRACT

TOWN OF WESTWOOD

CONTRACT & GENERAL CONDITIONS

DPW-24-B-004

(Contract Number)

Date: _____, 2023

This Contract is entered into on, or as of, this date by and between the Town of Westwood (the "Town"), and

("Contractor")

(Mailing Address of the Contractor)

(Telephone)

(Fax)

(Website)

1. This is a Contract for the procurement of the following:

The expansion of New Westwood Cemetery, including development of burial space associated new drives, grading, drainage and. **(To be edited based on additive alternates.)**

2. The Contract price to be paid to the Contractor by the **Town of Westwood** is:

3. Payment will be made as follows:

Requests for payment shall be initiated by the Contractor and submitted to the Town of

New Westwood Cemetery, Phase II Expansion

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Contract & General Conditions

SECTION 00 73 00 Page 1

Westwood Department of Public Works. The DPW, upon review and approval of the quantities and prices of the items of work being requested for payment shall forward for processing of payment. Only one payment request within a 30-day period shall be accepted by the Town.

4. Definitions:

- 4.1 Acceptance: All Contracts require proper acceptance of the described good or services by the Town of Westwood. Proper acceptance shall be understood to include inspection of goods and certification of acceptable performance of services by authorized representatives of the Town to ensure that the goods or services are complete and are as specified in the Contract.
- 4.2 Contract Documents: All documents relative to the Contract including (where used) Instructions to Bidders, Proposal Form, General Conditions, Supplementary General Conditions, General Specifications, Other Specifications Included in IFB, Drawings, and all Addenda issued during the bidding period. The Contract Documents are complementary, and what is called for by anyone shall be as binding as if called for by all. The intention of the documents is to include all labor and materials, equipment, and transportation necessary for the proper performance of the Contract.
- 4.3 The Contractor: The "other party" to any contract with the Town. The term shall (as the sense and particular contract so require) include Vendor, Contractor, Engineer, or other label used to identify the other party in the Contract, Use of the term "Contractor" shall be understood to refer to any other such label used.
- 4.4 Date of Substantial Performance: The date when the work is sufficiently complete, the services are performed, or the goods delivered, in accordance with Contract Documents, as modified by Amendments and Change Orders.
- 4.5 Goods: Goods, Supplies, or Materials.
- 4.6 Subcontractor: Those having a direct Contract with the Contractor. The term includes one who furnished material worked to a distinctive design according to the Drawings or Specifications of this work but does not include one who merely furnishes material not so worked.
- 4.7 Work: The services or materials contracted for, or both.

5. Terms of Contract and Time for Performance:

- 5.1 The scope of this contract addresses the entirety of the Town of Westwood's Phase II Expansion of the New Westwood Cemetery requirements for the Fiscal Year 2023.
- 5.2 Period of Performance: The project shall be complete by October 1, 2024.

6. Subject to Appropriation:

Notwithstanding anything in the Contract Documents to the contrary, all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant.

7. Permits and Approvals:

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the Contract shall be secured and paid by the Contractor.

8. The Contractor's Breach and the Town's Remedies:

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be deemed a material breach of this Contract, and the Town of Westwood shall have all the rights and remedies provided in the Contract Documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract including damages and specific performance and the right to select among the remedies available to it by all of the above.

9. Statutory Compliance:

9.1 This Contract will be construed and governed by the provisions of applicable federal, state, and local laws and regulations; and wherever any provision of the Contract or Contract Documents shall conflict with any provision or requirement of federal, state, or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of General Laws are incorporated by reference into this Contract, including but not limited to the following:

General Laws Chapter 30B: Procurement of Goods and Services.

General Laws Chapter 30, Sec. 39, et seq: Public Works Contracts.

General Laws Chapter 149, Sec. 44A, et seq: Public Buildings Contracts.

General Laws Chapter 25A: Division of Energy Resources

9.2 Wherever applicable law mandates the inclusion of any term and provision into a municipal contract, this Section shall be understood to import such term or provision into this Contract. To whatever extent any provision of this Contract shall be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.

9.3 The Contractor shall give all notices and comply with all laws and regulations bearing on the performance of this Contract. If the Contractor performs the Contract in violation of any applicable law or regulation, the Contractor shall bear all costs arising there from.

9.4 The Contractor shall keep itself fully informed of all existing and future State and National Laws and Municipal Bylaw and regulations and of all orders and decrees of any bodies or tribunals having jurisdiction in any manner affecting those engaged or employed in the work, of the materials used in the work, or in any way affecting the conduct of the work, if any discrepancy or inconsistency is discovered in the Drawings,

New Westwood Cemetery, Phase II Expansion

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Specifications or Contract for this work in violation of any such law, by-law, regulation, order or decree, it shall forthwith report the same in writing to the Town. It shall, at all times, itself observe and comply with and shall cause all its agents, employees and Subcontractors to observe and comply with all such existing and future laws, by-laws, regulations, orders and decrees; and shall protect and indemnify the Town of West Wood, and its duly appointed agents against any claim or liability arising from or based on any violation whether by him or its agents, employees or Subcontractors or any such law, by-law, regulation or decree.

10. Conflict of Interest:

Both the Town and the Contractor stipulate to the applicability of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity, which shall constitute a violation of that law. The Contractor shall be deemed to have investigated its applicability to the performance of this Contract; and by executing the Contract Documents the Contractor certifies to the Town that neither it nor its agents, employees, or subcontractors are thereby in violation of General Laws Chapter 268A.

11. Certification of Tax Compliance:

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

12. Debarment:

The Town (as a non-federal entity) is prohibited from contracting with or making sub awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred (Excluded Parties List System). The Contractor, by executing the Contract, certifies that it is not currently debarred or suspended by the Commonwealth of Massachusetts, or the Federal Government, under any Commonwealth or Federal Law or regulation. Furthermore, if, during the duration of this contract, the Contractor becomes suspended or debarred, the Contractor shall notify the Town via registered mail of this occurrence.

13. Discrimination:

The Contractor will conduct the obligation of this Contract in full compliance with all the requirements imposed by or pursuant to General Laws Chapter 151B (Law Against Discrimination,) and any executive orders, rules, regulations, and requirements of the Commonwealth of Massachusetts as they may from time to time be amended.

14. Assignment:

Assignment of this Contract is prohibited unless assignment is provided for expressly in the Contract Documents.

15. Condition of Enforceability against the Town:

This Contract is only binding upon, and enforceable against, the Town if: (1) the Contract is signed by the Chief Procurement Officer or his/her designee; and (2) endorsed with approval by the Town Accountant as to appropriation or availability of funds; and (3) endorsed with approval by the Town Counsel as to form.

Corporate Contractor:

If the Contractor is a corporation, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contractor executes the Contract. This Contract shall not be enforceable against the Town of Westwood unless and until the Contractor complies with this section.

The Contractor (and Subcontractors as defined in Paragraph 4.6 of the General Conditions), if a foreign corporation shall comply with the provisions of the General Laws, Chapter 181, Sections 3 and 5, and any Acts and Amendments thereof, and in addition thereto, relating to the appointment of the Commissioner of Corporations as its attorney, shall file with the Commissioner of Corporations a Power of Attorney and duly authenticated copies of its Charter or Certificate of Incorporation; and said Contractor shall comply with all the laws of the Commonwealth.

16. Liability of Public Officials:

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

17. Notice:

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth on page 1 of the Contract, and to the Town of Westwood, Town Hall, 580 High Street, Westwood, Massachusetts.

18. Binding on Successors:

This Contract shall be binding upon the Contractor, its assignees, transferees, and/or successors in interest (and where not corporate, the heirs and estate of the Contractor).

19. Complete Contract:

This instrument together with its endorsed supplements, and the other components of the Contract Documents, constitutes the entire contract between the parties, with no agreements other than those incorporated herein.

20. Contract Type Supplements:

The foregoing provisions apply to all contracts to which the Town of Westwood shall be a party. One of the following "**Supplements**" **must be** "checked" as applicable to this Contract, shall be attached hereto, and shall in any event apply as the nature of the Contract requires. The Supplement contains additional terms governing the Contract:

- () Goods Supplement "G" Applicable to Contracts for the procurement of Goods (governed by the provisions of General Laws Chapter 30B).

- () Services Supplement "S" Applicable to Contracts for the procurement of Services, (governed by the provisions of General Laws Chapter 30B).

- (X) Construction Supplement "C" Applicable to Contracts for the construction of:
 - (1) Public Buildings and Public Works (governed by the provision of General Laws Chapter 30B).
 - (2) Public Buildings (governed by the provision of General Laws Chapter 149, Sec. 44A, et seq.); and
 - (3) Public Works (governed by the provisions of General Laws Chapter 30, Sec. 39M, et seq.).

SUPPLEMENT "C"

- 1. This form supplements the Town of Westwood, "Contract and General Conditions," and applies only to contracts for the construction, reconstruction, alteration, remodeling or repair of public works or public buildings.

- 2. Wherever the law requires one contracting with a city or town to be bonded, such obligation shall be understood to be a term and condition of this Contract. The Contractor agrees to secure such bond (where required) and provide an original thereof to the Town of Westwood prior to the commencement of performance.

- 3. Equality:
 - 3.1 In the case of a Closed Specification written for a specific item or items to be furnished under the Base Bid, such Specifications shall, as applicable, follow the Massachusetts General Laws, Chapter 30F Section 39M and Chapter 149, Section 44A et seq.

 - 3.2 Where the name of an item, material or manufacturer is mentioned in the Specifications or on the Drawings, except as above noted, the intent is to establish a standard and in no way should be construed to exclude any item or manufacturer not mentioned by name, but whose product meets the Specifications as to design, utility, and quality. Final decision shall rest with the Project Representative as to its acceptability.

4. Change orders to contracts governed by General Laws Chapter 30B may not increase the quantity of goods or services provided by more than twenty five percent (25.0%), in compliance with Section 13 of Chapter 30B.
5. The Contractor will conduct the obligations of this Contract in full compliance with all the requirements imposed by or pursuant to General Laws Chapter 151, Section 1, et seq. (Minimum Wage Law) and any executive orders, rules, regulations, and requirements of the Commonwealth of Massachusetts as they may from time to time be amended. The Contractor will always comply with the wage rates as determined by the Commissioner of the Department of Labor and Industries, under the provisions of General Laws Chapter 149, Section 26 to 27D (Prevailing Wage) as shall be in force and as amended. The Contractor will provide documentation of compliance with prevailing wage law to the Town.
6. The Contractor shall continuously maintain adequate protection of all work from damage and shall protect the property of the Town and others, including adjacent property, from injury or loss arising in connection with the Contract. The Contractor shall make good any such damage, injury, or loss, except as may be directly due to errors in the Contract Document or caused by agents or employees of the Town, or due to causes beyond the Contractor's control and not the Contractor's fault or negligence.
7. The Contractor shall take all necessary precautions for the safety of employees on the work, and shall comply with all applicable provisions of federal, state, and local laws and codes to prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed. The Contractor will erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public, shall post danger signs warning against the hazards created by such features of construction as pits, protruding nails, hoists, well holes, elevator hatchways, scaffolding, window openings, stairways, and falling materials; and shall designate a responsible member of its organization on the work, whose duty shall be the prevention of accidents.
8. The Town shall always have access to the work wherever it is in preparation or progress and the Contractor shall provide suitable accommodations for such access.
9. The Contractor shall appoint a competent superintendent and any necessary assistants satisfactory to the Town.
10. The Contractor shall give efficient supervision to the work, using its best skill and attention. The Contractor shall carefully study and compare all drawings, specifications and other instructions and shall at once report to the Town any error, inconsistency or omission which shall be discovered, but will not be liable to the Town for any damage resulting from errors or deficiencies in the Contract Documents. Included in this responsibility shall be supervision of all work performed by subcontractors on the work.
11. If the Contractor should neglect to prosecute the work properly or fail to perform the contract or any of its provisions, the Town, upon three days written notice, may, without prejudice to any other remedy it may have, make good such deficiencies, and may deduct the cost thereof from the payment then or thereafter due the Contractor.

12. Inspection by the Town's Project Representative:

12.1 The Town shall have the right to designate a Project Representative who may make periodic visits to the site to familiarize the Town generally with the progress and quality of the work, and to determine in general if the work is proceeding in accordance with the Contract Documents. The Project Representative will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work and will not be responsible for the Contractor's failure to conduct the construction work in accordance with the Contract Documents. During such visits and based on these observations while at the site, the Project Representative will keep the Town informed on the progress of the work, will endeavor to guard the Town against defects and deficiencies in the work of contractors, and may condemn structural work as failing to conform to the Contract Documents. The Project Representative shall have authority to act on behalf of the Town only to the extent expressly delegated by the Town, which shall be shown to the Contractor, and shall have authority to stop the work whenever such stoppage may reasonably be necessary to insure the proper execution of the Contract.

12.2 In connection with the work, the Project Representative shall not be responsible for construction methods, means, techniques, sequences, or procedures employed by the Contractor or the Contractor's safety programs, requirements, regulations, or precautions.

13. Decisions of the Project Representative:

13.1 The Project Representative shall, within a reasonable time, make decisions on all claims of the Town or the Contractor and on all other matters relating to the execution and progress of the structural work or the interpretation of the Contract Documents.

13.2 The Project Representatives decision in matters relating to the project, shall be final, if within the terms of the Contract Documents.

13.3 If, however, the Project Representative fails to render a decision, within ten (10) days after the parties have presented their evidence, either party may then avail itself of the remedies provided in this contract or available to it by law. If the Project Representative renders a decision after such remedies have commenced, such decision may be entered as evidence but shall not disturb or interrupt such proceedings except where such decisions are acceptable to the parties concerned.

14. Use of Premises by the Contractor:

14.1 The Contractor shall confine its apparatus, the storage of materials, and the operations of its workers to limits indicated by law, by-laws, permits or directions of the Town and shall not unreasonably encumber the premises with its materials.

14.2 The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety.

15. Maintenance of Premises:

The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by its employees or work, and at the completion of the work it shall remove all its rubbish from and about the work site and all its tool, scaffolding and surplus materials and shall

leave its work "broom-clean", or its equivalent, unless more exactly specified. In case of dispute, the Town may remove the rubbish and charge the cost to the several contractors, as the Town shall determine to be just. Any paved areas disturbed during construction shall be swept by a motorized highway sweeper every two (2) workdays.

16. Right to Terminate:

If the Contractor should (1) be adjudged a bankrupt, (2) make a general assignment for the benefit or creditors, (3) have a receiver appointed on account of its solvency, (4) persistently or repeatedly refuse or fail to supply enough personnel and resources to perform the contract, (5) fail to make prompt payment to subcontractors or to providers of materials or labor, (6) persistently disregard laws and regulations or lawful directives of the Town, or (7) be guilty of a substantial violation of any provision of the Contract, then the Town may, without prejudice to any other right or remedy and after giving the Contractor (and any surety) seven days written notice, terminate the contract and the employment of the Contractor and take possession of the premises and of all materials, tools and appliance thereon and finish the work by whatever method it deems appropriate.

In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract price shall exceed the expense of finishing the work, including compensation for additional architectural, managerial, and administrative services, such excess shall be paid to the Contractor. If such expenses shall exceed such unpaid balances, the Contractor shall pay the difference to Town.

17. Progress Payments:

17.1 The Contractor shall submit to the Town and itemized Application for Payment, supported to the extent required by the Town by invoices or other vouchers, showing payments for materials and labor, payments to Subcontractors and such other evidence of the Contractor's right to payment.

17.2 The Contractor shall, before the first application, submit to the Town a schedule of values of the various parts of the work, including quantities if requested, aggregating the total sum of the Contract, divided so as to facilitate payments to Subcontractors, made out in such form as the Town and the Contractor may agree upon, and, if required, supported by such evidence as to its correctness. This schedule, when approved by the Town, shall be used as basis for payment, unless it is found to be in error. If applying for payments, the Contractor shall submit a statement based upon this schedule.

18. Withholding of Payments:

18.1 The Town may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any payment to such extent as may be necessary in its reasonable opinion to protect the Town of Westwood from loss on account of:

18.1.1 Defective work not remedied.

18.1.2 Claims filed or reasonable evidence indicating probable filing of claims.

18.1.3 Failure of the Contractor to make payments promptly to Subcontractors or for material or labor.

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18.1.4 A reasonable doubt that the Contract can be completed for the balance then unpaid.

18.1.5 Damage to another contractor.

18.2 Withholding of payments shall be in strict compliance with statutory requirements.

19. Damages:

Should either party to the Contract suffer damages because of any wrongful act or neglect of the other party, or of anyone employed by him, a claim shall be made in writing to the party liable within a reasonable time of the first observance of such damage and not later than the Final Payment, except as expressly stipulated otherwise in the case of faulty work or materials, and shall be adjusted by agreement, or by recourse to remedies provided by law or by provisions of the contract.

20. Liens:

Neither the Final Payment nor any part of the retained percentage shall become due until the Contractor, if required, shall deliver to the Town a complete release of all liens arising out of the Contract, or receipts in full in lieu thereof and, if required in either case, an affidavit that as far as it has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed. The Contractor shall comply with all statutory provisions of the General Laws of the Commonwealth of Massachusetts regarding liens, Chapter 254 and 149 as amended (as a minimum requirement).

21. The Contractors Mutual Responsibility:

Should the Contractor cause damage to any separate contractor on the work, the Contractor agrees, upon due notice, to settle with such contractor by agreement, or by recourse to remedies provided by law or by the provisions of the contract. If such separate contractor sues the Town on account of any damage alleged to have been sustained, the Town shall notify the Contractor, who shall defend such proceedings at the Town's expense and, if any judgment against the Town arises there from, the Contractor shall pay or satisfy it and pay all costs incurred by the Town.

22. Separate Contracts:

22.1 The Town reserves the right to let other Contracts in connection with this work under similar General Conditions. The Contractor shall afford other contractors' reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate its work with theirs.

22.2 If any part of the Contractor's work depends, for proper execution or results, upon the work of any other contractor, the Contractor shall inspect and promptly report to the Town any defects in such work that render it unsuitable for such proper execution and results. Failure of the Contractor to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of its work except as to defects which may develop in the other contractor's work after the execution of its work.

22.3 To ensure the proper execution of its subsequent work, the Contractor shall measure work already in place and shall at once report to the Town any discrepancy between the executed work and the Drawings.

23. Subcontracts:

23.1 All subcontracts shall be awarded in conformity with the requirements of the General Laws, Commonwealth of Massachusetts, Chapter 149, Sections 44A to 44L inclusive.

23.2 The Contractor agrees that it is as fully responsible to the Town for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

23.3 Nothing contained in the Contract Documents shall create any contractual relation between any Subcontractor and the Town.

24. Contractor-Subcontractor Relations:

The Contractor agrees to bind every Subcontractor and every Subcontractor agrees to be bound by the terms of the Agreement, the General Conditions of the Contract, the Supplementary General Conditions, the Drawings and Specifications, as far as applicable to its work, including the provisions of the General Laws, Commonwealth of Massachusetts, Chapter 149, Section 44A, et seq.

25. Indemnification:

25.1 The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any or all persons, including the Contractor's employees, and for any and all damage to property caused by, resulting from or arising out of any act, omission, or neglect on the part of the Contractor or of any Subcontractor or of anyone directly or indirectly employed by any of them, or of anyone for whose acts any of them may be liable in connection with operations under the Contract.

25.2 The Contractor further agrees to indemnify and hold harmless the Town, including the agents, employees and representative of either, from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of , use resulting there from and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

25.3 The Contractor shall be responsible for all damage or injury to property of any character during the prosecution of the work resulting from any act, omission, neglect, or misconduct in the manner or method of executing the work or due to the non-execution of the work or at any time due to defective work or materials.

25.4 In any and all claims against the Town or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed

by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Workmen's Compensation Acts, disability benefit acts or other employee benefit acts.

25.5 The obligations of the Contractor under this paragraph shall not extend to the liability of the Town, its agents or employees arising out of (a) the preparation or approval of Maps, Drawings, Opinions, Reports, Surveys, Change Orders, Designs or Specification, or (b) the giving of or the failure to give directions or instruction by the Town, its agents or employees provided such giving or failure to give directions or instructions is the primary cause of the injury or damage.

26. The Contractor's Insurance:

26.1 The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims set forth below which may rise out of or result from the Contractor's operation under the Contract, whether such operation be by itself or by any Subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.

26.1.1 Claims under Worker's Compensation, disability benefit and other similar employee benefits acts.

26.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of its employees and claims insured by usual personal injury liability coverage.

26.1.3 Claims for damage because of bodily injury, sickness or disease, or death of any person other than its employees, and claims insured by usual personal injury liability coverage; and

26.1.4 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from.

26.2 The insurance required by the above shall be written for not less than the following minimum limits of liability:

26.2.1 Worker's Compensation Act requirements

26.2.2 General Liability -

Comprehensive form:	\$1,000,000.
Premises and Operations:	\$1,000,000.
Explosion and Collapse Hazard:	\$1,000,000.
Underground Hazard:	\$1,000,000.
Explosion and Collapse Hazard:	\$1,000,000.
Underground Hazard:	\$1,000,000.
Products/Completed Operations Hazard:	\$1,000,000.
Contractual Insurance:	\$1,000,000.
Board From Property Damage:	\$1,000,000.

Independent Contractors:\$1,000,000.
Personal Injury:\$1,000,000.

Automobile Liability:

Comprehensive Form:\$1,000,000.
Owned:\$1,000,000.
Hired:.....\$1,000,000.
Non-Owned:\$1,000,000.
Excess Liability (As needed to provide
\$1,000,000 coverage minimum
for each coverage listed in
this paragraph).

26.3 The above insurance policies shall also be subject to the following requirements:

26.3.1 Insurance coverage for the Contractor's Comprehensive General Liability, as specified under the foregoing paragraph and for the Town's Protective Liability, as hereinafter specified under Paragraph entitled "Protective Liability Insurance" shall be written by the same insurance company to avoid the expense of duplicate and/or overlapping coverage and to facilitate and expedite the settlement of claims.

26.3.2 Certificates of Insurance acceptable to the Town shall be addressed to and filed with the Town prior to commencement of the work. Renewal certificates shall be addressed to and filed with the Town at least ten (10) days prior to the expiration date of required policies.

26.3.3 No insurance coverage shall be subject to cancellation without at least thirty (30) days prior written notice forwarded by registered or certified mail to the Town. The Town shall also be notified of the attachment of any restrictive amendments to the policies.

26.3.4 All Certificates of Insurance shall contain true transcripts from the policies, authenticated by the proper officer of the insurer, evidencing those incurred, the extent of the coverage, the location, and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses.

26.3.5 All premium costs shall be included, in the Contractor's bid.

27. Protective Liability Insurance:

27.1 The Contractor shall purchase and maintain such insurance as will protect the Town from claims which may arise from operations under the Contract, including operations performed for the named insured by independent contractors and general inspection thereof by the named insured.

27.2 The Contractor shall also purchase and maintain such insurance as will protect both the Town against Automobile Non-Ownership Liability in connection with the Contractor's

operations under the Contract, whether such operations be by itself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

- 27.3 The limits of liability for coverage required under the preceding paragraphs shall be as specified under the provisions hereof governing the Contractor's General Liability Policy.
- 27.4 The said coverage shall not extend to the liability of the Town, its agents or employees arising out of (a) the preparation or approval of Maps, Drawings, Opinions, Reports, Surveys, Change Orders, Designs or Specification, or (b) the giving of or the failure to give directions or instructions by the Town, its agents or employees provided such giving or failure to give instructions is the primary cause of the injury or damage.
- 27.5 The above policies shall name the Town as the insured, including its employees, agents, and representatives.
- 27.6 The premium costs shall be included in the Contractor's bid and the policies issued hereunder shall be assessed to and filed with the Town.
28. Property Insurance:
- 28.1 The Town may purchase and maintain property insurance upon the entire work at the site, including labor, materials, structure, and contents, to the full insurable value thereof. This insurance shall include the interest of the Town, the Contractor, Subcontractors in the work and shall insure against the perils of Fire, Extended Coverage, Vandalism and Malicious Mischief.
- 28.2 In view of its exposure to builder's risk hazards, it shall be the Town's responsibility to purchase and maintain such other insurance coverage as it may deem necessary and coverage of its liability to the Contractor. The Contractor shall be responsible for all damage or injury to property of any character during the prosecution of the work resulting from any act omission, neglect, or misconduct in the manner or method of executing the work or due to the non-execution of the work or at any time due to defective work or materials.
- 28.3 Copies of the above policy or a certificate of such insurance coverage shall be filed with the Contractor and Project Representative before an exposure to loss may occur.
29. List of Contract Attachments:
- Attachment A - Wage Rates
Attachment B - Plans and Specifications entitled "New Westwood Cemetery Phase II Expansion" and dated and May 9, 2023.

CONTRACTOR NAME

By: _____
Contractor—Signature

Contractor—Title

Date: _____

TOWN OF WESTWOOD

By: _____
Michael A. Jaillet
Chief Procurement Officer

Date: _____

CERTIFIED AS TO APPROPRIATION

By: _____
Marie O’Leary, Town Accountant
G/L # _____

Date: _____

APPROVED TO FORM

By: _____
Thomas P. McCusker, Town Counsel

Date: _____

of them are hereby made obliges hereunder the same as if their own proper respective names were written herein as such, and they and/or each of them may proceed or sue thereon.

IN WITNESS WHEREOF, The principle has caused these presents to be signed in its name and behalf and its

corporate seal to be hereto affixed by

It is _____,
and _____

It is _____, thereto duly authorized, and the said surety has caused these.

presents to be signed in its name and behalf and its corporate seal to be hereto affixed by

It is _____, and _____

It is _____, thereto duly authorized at

_____, on this _____ day of
_____ in year 2023.

PRINCIPAL

SURETY

_____ (Seal)

_____ (Seal)

_____ (Seal)

_____ (Seal)

Signed and sealed in the presence of:
