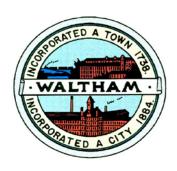
# The City of Waltham



# Invites Interested Parties To propose the best offer and or bid For the service or product herewith described:

## Wash Bay, Front Wall Reconstruction

(Rear Police Station, 178 Lexington Street)

The GENERAL CONTRACTOR BID is Due:3:00 PM May 13, 2020

LAST DAY FOR WRITTEN QUESTIONS:12 Noon May 6, 2020

(Via Email ONLY to jpedulla@city.waltham.ma.us)

#### SECTION 00 01 00 CITY OF WALTHAM MASSACHUSETTS

#### **INVITATION TO BID**

#### Wash Bay, Front Wall Reconstruction

(Rear Police Station, 178 Lexington Street)

The City of Waltham, Massachusetts invites sealed bids from Contractors for the **Wash Bay, Front Section Reconstruction**, Rear Police Station178 Lexington Street, Waltham, Massachusetts 02451.

<u>PLANS, SPECIFICATIONS</u> and other Contract Documents may be obtained by visiting the City's Web Site at <u>www.city.waltham.ma.us/bids</u>

Copies of Addenda will be e- mailed to the registered Bidders without charge. Addenda will also be posted on the web site above

Sealed <u>GENERAL BIDS</u> for this project will be accepted from eligible bidders at the Purchasing Department, Waltham City Hall, 610 Main Street, Waltham, MA 02452 until 3:00 PM May 13, 2020, at which place and time they shall be publicly opened, read aloud and recorded for presentation to the Awarding Authority.

A PRE-BID CONFERENCE will not be held in compliance with the COVID 19 guidelines. See sect. 00 90 00

Each general bid shall be accompanied by a bid deposit in the form of a bid bond, certified check, or a treasurer's or cashier's check issued by a responsible bank or trust company, payable to the City of Waltham in the amount of five percent (5%) of the value of the bid. Bid deposits will be dealt with as provided in Massachusetts General Laws, Chapter 149, Section 44B.

Bids shall be made on the basis of the Minimum Wage Rates as determined by the Commissioner of Labor and Industries, Pursuant to the Provisions of Chapter 149, Sections 26 to 27D inclusive of Massachusetts General Laws, a copy of which is attached to and is made a part of the Contract.

Bidders' selection procedures and contract award shall be in conformity with applicable statues of the Commonwealth of Massachusetts.

Performance and Labor and Materials payment bonds in the full amount of the contract price will be required from the successful bidder.

The Awarding Authority reserves the right to reject any or all general bids, if it be in the public interest to do so, and to reject any bid if it determines that such bid does not represent a person competent to perform the work as specified or that less than three such bids were received and that the prices are not reasonable for acceptance without further competition.

100 01 00 - 1

The successful bidder will be required to furnish a Certificate of Insurance, naming the City of Waltham as an Additional Named Insured with a waiver of subrogation, for General Liability and Vehicle Liability in the amount of \$500,000 per occurrence and \$1,000,000 in the aggregate and Worker's Compensation Insurance as prescribed by law.

In accordance with M.G.L.Ch 149 the undersigned certifies that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by OSHA that is at least 10 hours in duration at the time the employee begins work and shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.

#### CITY ORDINANCE. APPROVAL OF CONTRACTS BY MAYOR, SEC. 3-12 OF THE CITY ORDINANCES.

All contract made by any department, board or commission where the amount involved is two thousand dollars (\$2,000) or more shall be in writing, and no such contract shall be deemed to have been made or executed until the approval of the Mayor is affixed thereto. Any construction contract shall, and all other contracts may, where the contract exceed five thousand dollars (\$5,000) be required to be accompanied by a bond with sureties satisfactory to the Mayor.

Project time completion is Forty-five (45) calendar days from the date of the Notice-to-Proceed.

CITY OF WALTHAM

Joseph Pedulla, CPO Purchasing Department City Hall, 610 Main Street Waltham, MA 02452

#### **SECTION 00 10 00 - INSTRUCTION TO BIDDERS**

#### PART 1 - GENERAL

#### 1.01 SCHEDULE OF DATES

- A. Advertisement appears in Central Register and COMMBUYS, Plans and Specifications ready for Bidders at www.city.waltham.ma.us/bids
- B. Questions and requests for interpretations may be submitted in writing by ALL BIDDERS via e-mail ONLY to <a href="mailto:jpedulla@city.waltham.ma.us">jpedulla@city.waltham.ma.us</a> up to and including: May 6, 2020, 12:00 Noon.
- C. Addenda will be issued with interpretations as determined by the Purchasing Department only via e-mail and posting on the web site.
- D. <u>General Bids</u> Deadline: **3:00 P.M. May 13, 2020,** in the Purchasing Department, City Hall, 610 Main Street, Waltham, MA 02452, Attn: J. Pedulla, CPO, where the bids will be publicly open and read.

#### 1.02 BIDDING PROCEDURE

- A. Bids for the work are subject to the provisions of General Laws, Chapter 149, Sections 44A-44L inclusive, as amended. Regulations governing the bidding procedures as set forth in the above mentioned amended General Laws must be followed.
- B. In the event of any inconsistencies between any of the provisions of these Contract Documents and of the cited statute, anything herein to the contrary notwithstanding, the provisions of the said statute shall control.
- C. No General Bid received by the Awarding Authority after the time respectively established herein for the opening of General Bids will be considered, regardless of the cause for the delay in the receipt of any such bid.

#### 1.03 WITHDRAWAL OF BIDS

A. Bids may be withdrawn prior to the time respectively established for the opening of General Bids only on written request to the Awarding Authority.

#### 1.04 INTERPRETATION OF CONTRACT DOCUMENTS

A. No oral interpretation will be made to any bidder. All questions or requests for interpretations must be made in writing to the Architect.

- B. Every interpretation made to a bidder will be in the form of an Addendum to the drawings and/or specifications, which will be made available to all persons to whom Contract Documents have been issued.
- C. Failure of the Awarding Authority to send, or of any bidder to receive any such Addendum shall not relieve any bidder form obligation under his bid as submitted.
- D. All such Addenda shall become a part of the Contract Documents.

#### 1.05 EXAMINATION OF SITE AND CONTRACT DOCUMENTS

- A. Each bidder shall visit the site of the proposed work and fully acquaint himself with conditions as they exist, and shall also thoroughly examine the Contract Documents. Failure of any bidder to visit the site and acquaint himself with the Contract Documents shall not relieve any bidder from any obligation with respect to his bid.
- B. By submitting a bid, the bidder agrees that the Contract Documents are adequate and that the required result for a full and complete installation can be produced. The successful bidder shall furnish any and all labor, materials, insurance, permits and all other items needed to produce the required result to the satisfaction of the Awarding Authority.

#### 1.06 BID SECURITY

- A. The General Contractor's bid must be accompanied by bid security in the amount of five percent (5%) of the bid.
- B. At the option of the bidder, the security may be bid bond, certified, treasurer's or cashier's check issued by a responsible bank or trust company. No other type of bid security is acceptable.
  - Bid Bonds shall be issued by a Surety Company qualified to do business under the laws of the Commonwealth of Massachusetts.
- C. Certified, Treasurer's or Cashier's check shall be made payable to the City of Waltham, Massachusetts.
- D. The bid security shall secure the execution of the Contract and the furnishing of a Performance and Payment Bond by the successful General Bidder for 100% of the contract value.
- E. Should any General Bidder to whom an award is made fail to enter into a contract therefore within five (5) days, Saturdays, Sundays and Legal Holidays, excluded, after notice of award has been mailed to him or fail within such time to furnish a Performance Bond and also a Labor and Materials or Payment Bond as required, the amount so received from such General Bidder through his Bid Bond, Certified,

Treasurer's or Cashier's check as bid deposit shall become the property of the City of Waltham, Massachusetts as liquidated damages; provided that the amount of the bid deposit, which becomes the property of the City of Waltham, Massachusetts, shall not in any event exceed the difference between his bid price and the bid price of the next lowest responsible and eligible bidder; and provided further that, in case of death, disability, bona fide clerical error or mechanical error of a substantial nature, or other unforeseen circumstances affecting the General Bidder, his deposit shall be returned to him.

#### 1.07 BID FORM

- A. General Bids shall be submitted on the "FORM FOR GENERAL BID, 00 10 10" enclosed. Erasures or other changes must be explained or noted over the signature of the bidder.
- B. Bid forms must be completely filled in. Bids which are incomplete, conditional, or obscure, or which contain additions not called for will be rejected.
- C. General Bidders shall submit one set of executed bid forms to the Awarding Authority.

#### 1.08 SUBMISSION OF BIDS AND BID SECURITIES

A. Each bid submitted by a General Contractor shall be enclosed in a sealed envelope that shall be placed with the bid security in an outer envelope. The outer envelope shall be sealed and clearly marked as follows:

(Firm Name):	
	General Bid and Bid Security for:
	Wash Bay, Wall Reconstruction, Rear Police Station

#### 1.09 AWARD OF CONTRACT

- A. The Contract shall be awarded to the lowest responsible and eligible General Bidder on the basis of competitive bids in accordance with the procedure set forth in the provision of Section 44B-44L inclusive, as amended or inserted, of Chapter 149 of the General Laws of the Commonwealth of Massachusetts.
- B. If the bidder selected as the General Contractor fails to perform his agreement to execute a contract in accordance with the terms of his General Bid, and furnish a Performance Bond and also a Labor and Materials or Payment Bond, as stated in his General Bid in accordance with Section 44F, an award shall be made to the next lowest responsible and eligible bidder.
- C. The words "lowest responsible and eligible bidder" shall be the bidder whose name is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work and who shall certify 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. Essential information in regard to such qualifications shall be submitted in such form as the Awarding Authority may require.

D. Action on the award will be taken within sixty (60) days, Saturdays, Sundays and Legal Holidays excluded after the opening of the bids.

#### 1.10 SECURITY FOR FAITHFUL PERFORMANCE

- A. The successful bidder must deliver to the Awarding Authority simultaneously with his delivery of the executed contract, an executed Performance Bond, and also a Labor and materials or Payment Bond, each issued by a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the Awarding Authority and each in the sum of One Hundred Percent (100%) of the Contract Price, as surety for the faithful performance of his contract, and for the payment of all persons performing labor or furnishing materials in connection therewith. Said bonds shall provide that, if the General Contractor fails or refuses to complete the Contract, the Surety Company will be obligated to do so.
- B. Premiums are to be paid by the General Contractor, and are to be included in the Contract Price.

#### 1.11 EQUAL OPPORTUNITY

A. The City of Waltham is an Equal Opportunity employer and will require compliance with the minority business enterprise plan (MBE) on file in the Purchasing Department

#### 1.12 PRE-BID WALK-THRU

A. A pre-bid conference will not be held in compliance with COVID 19 guidelines. See Sec. 00 90 00

#### 1.13 SITE VISITS

A. The city will not organize, schedule. or lead a site visit in compliance with the Covid 19 guidelines. However, interested parties may at their own time visit the site as long as the visit does not interfere with the daily operation of the city yard

#### 1.14 CONTRACT DOCUMENTS

A. The Awarding Authority shall make available the bid documents and addenda in the City Web site at <a href="https://www.city.waltham.ma.us/bids">www.city.waltham.ma.us/bids</a>. No plans will be mailed.

#### 1.15 EQUALITY

A. Except where otherwise specifically provided to the contrary, the words "or approved equal" are hereby inserted immediately following the name or description of each article, assembly, system, or any component part thereof in the Contract Documents. It is the Contractor's responsibility to provide all the research and documentation that would prove a product or assembly is "equal". Failure to provide research or documentation does not alleviate the Contractor's responsibility to meet the schedule.

#### 1.16 TAX FREE NUMBER

A. The City of Waltham has a tax-free number.

#### 1.17 SCHEDULE

A. The work of the Contract shall be Substantially Complete in **90 calendar days** after the date of the Notice-to-Proceed.

#### 1.18 LATE FEES

A. If the work is not Substantially Complete as specified in 1.17, the Contractor shall be charged a maximum of Five Hundred Dollars (\$500.00) per day to pay for consulting and testing fees required to manage and arrange for the completion of the project. Late fees will be deducted from the Contract via Change Order.

#### 1.19 WEEKLY JOB MEETINGS

A. There will be a weekly job meeting at the site on the same agreed-upon day and time. Time will be provided to discuss and view the progress of the work and to answer questions. The Contractor's job Superintendent and Project Manager shall attend each meeting. The City reserves the right to have job meetings conducted in the Planning Department at 119 School Street, Waltham.

#### 1.20 PROJECT SUPERINTENDENT

A. The Contractor shall provide the same person as Superintendent for the entire duration of the project. Failure to maintain the same person in this position shall result in a One Thousand Dollar (\$1,000.00) penalty per incident which shall cover the Architect's time to re-orient new personnel.

#### 1.21 AWARD

A. The Awarding Authority reserves the right to reject any or all bids if it be in the public interest to do so, and to act upon the bids and make its award in any lawful manner.

#### 1.22 PREVAILING WAGE SCHEDULE

A. Bids shall be made on the basis of the Prevailing Wage Schedule, as determined by the Commissioner of Labor and Industries, pursuant to the provision of Chapter 149, Section 26 to 27D inclusive, of the Massachusetts General Laws. The Prevailing wage Schedule for this project can be found in the City's web Site at <a href="https://www.city.waltham.ma.us/bids">www.city.waltham.ma.us/bids</a>

#### 1.23 CONFLICT OF INTEREST

A. A bidder filing a proposal thereby certifies that the proposal is made in good faith, without fraud, collusion, or connection of any kind with any other bidder for the same work, and that the bidder is competing solely on its own behalf without connection with, or obligation to, any undisclosed person or firm.

#### 1.24 PROCEED ORDERS

A. No bidder is to proceed without a proceed order as set out in the contract.

#### 1.25 STAGING

A. The General Contractor shall provide all the vertical access (which includes staging, vertical lifts, etc.) for the work of the Contract.

#### 1.26 COMPLIANCE WITH MASSACHUSETTS GENERAL LAWS

A. Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, I certify under the penalty of perjury that I, to the best of my knowledge and belief have filed all state tax returns and paid all the state taxes required under law.

#### 1.27 CONSTRUCTION BARRICADES

- A. The General Contractor shall provide all barricades to enclose the work area to prevent unauthorized access to the site.
  - 1. The barricades shall provide enough room for <u>all</u> construction activities to be performed while separated from pedestrians, students, and staff on site.
  - 2. Safety is the sole responsibility of the Contractor and any barricades necessary to protect the work and the public shall be provided.
  - 3. Provide entrance protection.

#### 1.28 INSURANCE

A. The contractor shall purchase and maintain, at his expense all insurance required by the Contract. Documents and all insurance required by the applicable laws of

Massachusetts, including but not limited to, General Laws, Chapter 146, in connection with all hoisting equipment.

- B. The Contractor shall purchase and maintain such insurance as will protect him from claims under workmen's compensation acts and from claims for damages because of bodily injury, including death and all property damage including, without limitation, damage to buildings and adjoining the site of construction which might arise from and during operations under this contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them including:
  - 1. Statutory Worker's Compensation and Employer's Liability

The contractor shall provide insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws (so-called Worker's Compensation Act) to all persons to be employed under this contract and shall continue in force such insurance as aforesaid shall be deemed a material breach of this Contract and shall operate as an immediate termination thereof. The contractor shall, without limiting the generality of the foregoing, conform to the provisions of Section 34A of Chapter 149 of the General Laws, which Section is incorporated herein by reference and made a part of hereof.

2. Comprehensive General Liability Insurance

Minimum bodily injury limits of \$ 500,000 per person and \$ 1,000,000 per accident, and property damage limits of \$ 500,000 per accident and \$ 1,000,000 aggregate during any 12-month period, shall include the following:

- a. Public liability (bodily injury and property damage)
- b. X.C.U. (explosion, collapse, and underground utilities)
- c. Independent contractor's protective liability.
- d. Products and completed operations.
- e. Save harmless agreement for Owner and Architects set forth in ARTICLE 10.11 of the GENERAL CONDITIONS.
- 3. Comprehensive All Risk Motor Vehicle Liability Insurance

Minimum bodily injury limits of \$ 500,000 per person, \$ 1,000,000 per accident, and property damage limit of \$ 1,000,000 per accident.

4. All Risk Insurance

Covering all Contractor's equipment with a provision for Waiver of Subrogation against the Owner.

5. Excess Liability Insurance in Umbrella Form with combined Bodily Injury and Property Damage Limit of \$ 1,000,000.

6. <u>City of Waltham shall be a Named Additional Insured with a Waiver of Subrogation on the insurance policy for this project.</u>

#### 1.29 SITE ACCESS

- A. The General Contractor shall gain access to the site via routes approved by the Owner.
  - 1. The General Contractor as part of the bid price will restore all roads, curbs, driveways, walks and grassed or landscaped areas damaged during construction.

#### 1.30 CONSTRUCTION TRAILER (if Applicable)

- A. The General Contractor shall locate the construction trailer at locations approved by the Owner.
- B. The General Contractor shall locate all on site stored or staged materials within the enclosed area designated by the Owner.

#### 1.31 BUILDING PERMIT FEES

A. Building permit fees will be waived for this project. However, the general Contractor is expected to obtain all proper permits as required by City Ordinances

#### 1.32 COMPLETE BID FORMS

Signature of Individual or Corporate Name

A. Please Note: Each bidder must <u>fill in all the blanks</u> on all the bid forms, even if the information is "zero dollars" or "not applicable". Also, please acknowledge <u>all</u> Addenda even if they do not pertain to your trade.

Ву:
(Signature of Corporate Officer if applicable)
Title:

Social Security Number or Federal Identification Number: \_\_\_\_\_

**END OF SECTION** 

Dollars, \$

SECTION 00 10 10	FORM FOR GENERAL BID
Wash Bay, Front Wall Reconstruction (Rear Police Station, 178 Lexington S	treet)
General Bid Opening Date: 3.00 pm, May 13, 2020	
Joseph Pedulla, CPO City of Waltham 610 Main Street Waltham, MA 02452	
The undersigned:	
(Please type or print the business name of the bidding	g firm)
having visited the site of the above project and having familiarized myself w affecting the cost of the work and with the contract documents, including A No's,, hereby proposes to furnish all labor (inclutools, equipment, insurance, permits and taxes, and to do and lawfully perform the specifications, all in accordance with the contract documents, for the su	mendments and Addenda Iding Sub Bids), materials, orm all things as provided in

D. The undersigned agrees that, if s/he is selected as General Contractor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the Awarding Authority, execute a contract in accordance with the terms of this bid and furnish a performance bond and also a labor and materials or payment bond, each issued by a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the Awarding Authority and each in the sum of the contract price, the premiums for which are to be paid by the General Contractor and are included in the contract price.

TOTAL Bid (in words)

- E. The undersigned certifies that s/he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work and that s/he will comply fully with all laws and regulations applicable to awards made subject to section forty-four A.
- F. The undersigned as Bidder certifies that if this proposal is accepted, s/he will furnish to the City of Waltham with the invoice for the material or equipment supplied two copies of any and all Material Safety Data Sheets applicable to such material or equipment, as required by M.G.L. Chapter 111F, so called "Right to Know Law".

- G. The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. The word "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.
- H. Substantial Completion
  - 1. The work of the Contract shall be completed in **Forty-five** (**45**) calendar days from the date of the Notice-to-Proceed.
- In accordance with M.G.L. ch. 149, the undersigned certifies that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by OSHA that is at least 10 hours in duration at the time the employee begins work and shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.

	Since	rely,
		(Bidder)
	D	(Address of Bidder)
(5.4) (6.4)	Ву:	(Title - Owner*, Partner*)
(Seal, if Corporation)	By:	
	•	(If Corporation - Name and Office)

<sup>\*</sup> If the business owned by the individual or partnership is conducted under a trade or assumed name, a certified copy of doing business under an assumed name should be annexed.

## Section 00 20 00

## **COMPLIANCE FORMS**

(PLEASE COMPLETE AND SUBMIT THESE FORMS WITH YOUR RESPONSE)

ORIGINAL "WET" SIGNATURES ARE REQUIRED IN ALL OF THE FOLLOWING DOCUMENTS

#### NON-COLLUSION FORM AND TAX COMPLIANCE FORM

#### **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. The undersigned certifies that no representations made by any City officials, employees, entity, or group of individuals other than the Purchasing Agent of the City of Waltham was relied upon in the making of this bid

(Signature of person signing bid or proposal)Date

(Name of business)

#### **TAX COMPLIANCE CERTIFICATION**

Pursuant to M.G.L. c. 62C, & 49A,I certify under the knowledge and belief, I am in compliance with all last of employees and contractors, and withholding and	ws of the Commonwealth relating to taxe	•
Signature of person submitting bid or proposal	Date	
Name of business		
NOTE		
Failure to submit any of the required documents, in	his or in other sections, with your bid res	ponse

package may cause the disqualification of your proposal.

#### **CERTIFICATE OF VOTE AUTHORIZATION**

Date:		
l	, Clerk of he Board of Directors of said Corpora	hereby certify
	at which time a quorum was preser	
following vote was du	uly passed and is now in full force and	effect:
VOTED: That	( <i>name</i> ) is hereby, a	uthorized, directed and empowered
	behalf of this Corporation to sign, sea	
acknowledge and deli	iver all contracts and other obligation	s of this Corporation; the execution
of any such contract t	to be valid and binding upon this Corp	oration for all purposes, and that
	in full force and effect unless and unt	
	by a subsequent vote of such director	's and a certificate of such later vote
attested by the Clerk	of this Corporation.	
I further certify that	is duly elected	/appointed
	of said Corporation whose signs	
	Signature o	of Officer
SIGNED:	Jig.iacare C	, omeer
		(Corporate Seal)
Clerk of the Corporati	ion:	
Print Name:		
	COMMONWEALTH OF MASSAC	CHUSETTS
County of		Date:
<b>-</b> ! !!		
	eared the above named and acknowled	
identification which w	leed before me, and provided to me t	
	d on the preceding or attached docum	to be the person
whose hame is signed	on the preceding of attached docum	ent in my presence.
Notary Public;		
My Commission expir	res:	
, commission expir		<del></del>

#### **CORPORATION IDENTIFICATION**

The bidder for the information of the Awarding Authority furnishes the following information. If a Corporation: Incorporated in what state \_\_\_\_\_ President \_\_\_\_\_ Treasurer \_\_\_\_\_ Secretary \_\_\_\_\_ Federal ID Number <u>If a foreign (out of State) Corporation</u> – Are you registered to do business in Massachusetts? Yes \_\_\_\_\_, No \_\_\_\_\_ If you are selected for this work you are required under M.G.L.ch. 30S, 39L to obtain from the Secretary of State, Foreign Corp. Section, State House, Boston, a certificate stating that you Corporation is registered, and furnish said certificate to the Awarding Authority prior to the award. If a Partnership: (Name all partners) Name of partner \_\_\_\_\_ Residence \_\_\_\_\_ Name of partner \_\_\_\_\_ Residence \_\_\_\_\_ If an Individual: Name Residence If an Individual doing business under a firm's name: Name of Firm \_\_\_\_\_ Name of Individual \_\_\_\_\_ Business Address \_\_\_\_\_ Date Name of Bidder Signature \_\_\_\_\_ Business Address (POST OFFICE BOX NUMBER NOT ACCEPTABLE) Telephone Number Today's Date City State

# CERTIFICATE OF AUTHORITY LIMITED LIABILITY COMPANY

The undersigned, bein manager) of	g (a/the) duly elected, o	qualified and active (member /
a Massachusetts limited Liab	oility Company (hereinafter	"the Company")
Does Hereby Certify th	at	
1. The Articles of Organiza Secretary of State of the St and the Articles of Organiza	tate of Massachusetts on	
<ol><li>The Company has comp</li><li>of the Limited Liability Co</li></ol>	•	equirements contained in Section
	nended or repealed and th	pany and that the said Operating at the said Operating Agreement
	•	rating Agreement (as amended) neld by its members other that as
•		Articles of Organization or in the transaction of
	connection with said trai	ally authorized by the Company to resaction and that the signature re signature.
NAME	OFFICE HELD	SIGNATURE

day of, 20	rsigned has executed this Certificate of Authority this )
	(Signature)
STATE OF MASSACHUSETTS, CO	DUNTY OF
appeared proved to me on the basis of sa name(s) is (are) subscribed to the he/she/ they executed the same in	
Notary Public:	
My Commission Expires:	
Notary Stamp:	

#### **RIGHT TO KNOW LAW**

Any vendor who receives an order or orders resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to M.G.L. c. 111F, §§8,9 and 10 and the regulations contained in 441 CMR 21.06 when deliveries are made. The vendor agrees to deliver all containers properly labeled pursuant to M.G.L. c. 111F §7 and regulations contained in 441 CMR 21.05. Failure to furnish MSDS and/or labels on each container may result in civil or criminal penalties, including bid debarment and action to prevent the vendor from selling said substances, or mixtures containing said substances within the Commonwealth. All vendors furnishing substances or mixtures subject to Chapter 111F or M.G.L. are cautioned to obtain and read the laws, rules and regulations referenced above. Copies may be obtained from the State House Bookstore, Secretary of State, State House, Room 117, Boston, MA (617) 727-2834.

Authorized Signature Indicating Compliance	e with the Right-to-know laws:
Signature	Date
Print Name	

#### NOTE

Failure to submit any of the required documents, in this or in other sections, with your bid response package may cause the disqualification of your proposal.

#### MASSACHUSETTS WEEKLY CERTIFIED PAYROLL REPORT FORM

Company's Name:		Addres	Address:			Phone	e No.:			Payroll No.:			LE CONTRACTOR OF THE PARTY OF T					
														TOURSEN	3 OTHUE			
Employer's Signature:		Title:								Contra	act No:	Tax Payer II	D Number	Work We	ek Ending:			
Awarding Authority's Name:		Public \	Works	Project	Name:					Public	Works F	roject Loc	ation:	Min. Wag	ge Rate She	et Number		
General / Prime Contractor's	Name:	Subcon	ntractor	's Nam	e:							"Employer"	Hourly Fring	ge Benefit C	ontributions			
										(B+C+D+E)	(A x F)							
Employee Name & Complete	Work	Employee is OSHA 10	Appr. Rate		ı	Ho	ours Wo	rked	I		Project Hours (A)	Hourly Base Wage	Health & Welfare Insurance	ERISA Pension Plan	Supp. Unemp.	Total Hourly Prev. Wage	Project Gross Wages	Check No.
Address	Classification:	certified (?)	(%)	Su.	Mo.	Tu.	We.	Th.	Fr.	Sa.	Hours	(B)	(C)	(D)	(E)	(F)	Total Gross Wages	(H)
Are all apprentice employee	es identified abo	ve curre	ently re	gistere	d with	the MA	A DLS's	Divisi	on of A	Appren	tice Stan	dards?		YES		NO		
For all apprentices perform by the Massachusetts Depa NOTE: Pursuant to MGL c.	artment of Labor	Standa	rds / Di	ivision	of App	rentice	Stand	ards.					of their co		apprentices			ina
authority by first-class mail																		

Date Received by Awarding Authority

commencement of a criminal action or the issuance of a civil citation.

Page \_\_\_\_\_

# WEEKLY PAYROLL RECORDS REPORT & STATEMENT OF COMPLIANCE

In accordance with Massachusetts General Law c. 149, §27B, a true and accurate record must be kept of all persons employed on the public works project for which the enclosed rates have been provided. A Payroll Form is available from the Department of Labor Standards (DLS) at <a href="https://www.mass.gov/dols/pw">www.mass.gov/dols/pw</a> and includes all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the contract.

On a weekly basis, every contractor and subcontractor is required to submit a certified copy of their weekly payroll records to the awarding authority; this includes the payroll forms and the Statement of Compliance form. The certified payroll records must be submitted either by regular mail or by e-mail to the awarding authority. Once collected, the awarding authority is required to preserve those records for three years from the date of completion of the project.

Each such contractor and subcontractor shall furnish weekly **and** within 15 days after completion of its portion of the work, to the awarding authority directly by first-class mail or e-mail, a statement, executed by the contractor, subcontractor or by any authorized officer thereof who supervised the payment of wages, this form, accompanied by their payroll:

	, 20
I,	
(Name of signatory party)	(Title)
do hereby state:	
That I pay or supervise the payme	nt of the persons employed by
	on the
(Contractor, subcontractor or public body)	(Building or project)
and that all mechanics and apprentices, tea	amsters, chauffeurs and laborers employed on
* *	with wages determined under the provisions of
sections twenty-six and twenty-seven of c	
•	napter one numered and forty finite of the
General Laws.	
Signatu	

#### **DEBARMENT CERTIFICATION**

In connection with this bid and all procurement transactions, by signature thereon, the respondent certifies that neither the company nor its principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts, procurement or non procurement programs from the Commonwealth of Massachusetts, the US Federal Government and /or the City of Waltham. "Principals" means officers, directors, owners, partners and persons having primary interest, management or supervisory responsibilities with the business entity. Vendors shall provide immediate written notification to the Purchasing Agent of the City of Waltham at any time during the period of the contract of prior to the contract award if the vendor learns of any changed condition with regards to the debarment of the company or its officers. This certification is a material representation of fact upon which reliance will be placed when making the business award. If at any time it is determined that the vendor knowingly misrepresented this certification, in addition to other legal remedies available to the City of Waltham, the contract will be cancelled and the award revoked.

Company Name		
Address		
		, Zip Code
Phone Number ()		
E-Mail Address		
Signed by Authorized Compa	any Representative:	
	Print n	ame. Date

#### **10 HOURS OSHA TRAINING CONFIRMATION**

# Chapter 306 of the Acts of 2004 CONSTRUCTION PROJECTS AN ACT RELATIVE TO THE HEALTH AND SAFETY ON PUBLIC

The undersigned hereby certifies that all employees to be employed at a worksite for construction, reconstruction, alteration, remodeling, repair, installation, demolition, maintenance or repair of any public work or any public building estimated to cost more than \$10,000.00 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 payroll report for each employee and will comply with all laws and regulations applicable to awards of subcontracts subject to section 44F.

Company Name:
Address:
Signature:
Title:
Print Name
Date
See following Chapter 306 of the Acts of 2004

#### NOTE

Failure to submit any of the required documents, in this or in other sections, with your bid response package will be cause for the disqualification of your company.

# Department of the Treasury

#### **Request for Taxpayer Identification Number and Certification**

Give Form to the requester. Do not send to the IRS.

	Name (as shown on your income tax return)		
e 2.	Business name/disregarded entity name, if different from above		
s on page	Check appropriate box for federal tax classification:  Individual/sole proprietor C Corporation S Corporation Partnershi	p 🔲 Trust/est	ate
cific Instructions	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P-	=partnership) ►	Exempt payee
ins!	☐ Other (see instructions) ▶		
ĕ	Address (number, street, and apt. or suite no.)	Chief Pi	ster's name and address (optional) rocurement Officer sing Department, City of Waltham
See S	City, state, and ZIP code		ain Street am, MA 02452
L	List account number(s) here (optional)	····	
Par			
21/0	your TIN in the appropriate box. The TIN provided must match the name given on the old backup withholding. For individuals, this is your social security number (SSN). How ent alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For	ever, for a or other	Social security number
ntitie	ss, it is your employer identification number (ÉIN). If you do not have a number, see <i>Ho</i> n page 3.	w to get a	

- Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- 3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign & Date

Here U.S. person ▶

Signature of

Sign

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### **Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
  - 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- · An estate (other than a foreign estate), or

Date ▶

• A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Form W-9 (Rev. 12-2011)

#### **DOCUMENT 00 43 00**

#### **BID BOND**

AIA Document A310 - Bid Bond, 2010 Edition - Electronic Format, is included, following this page, as an integral part of the Bid documents, for use in fulfilling Bid Security requirements in lieu of submitting a certified check.

#### **END OF DOCUMENT**

#### **Bid Bond**

#### CONTRACTOR:

(Name, legal status and address)

#### SURETY:

(Name, legal status and principal place of business)

#### OWNER:

(Name, legal status and address)

#### **BOND AMOUNT: \$**

#### PROJECT:

(Name, location or address, and Project number, if any) Uninterruptible Power Supply (UPS)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

Signed and sealed this day of ,		
	(Contractor as Principal)	(Seal)
(Witness)	(Title)	
	(Surety)	(Seal)
(Witness)	(Title)	

### Additions and Deletions Report for

AIA<sup>®</sup> Document A310<sup>™</sup> – 2010

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:55:14 on 01/10/2013.

PAGE 1

Uninterruptible Power Supply (UPS)

# Certification of Document's Authenticity AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that simultaneously with its associated Additions and Deletions Report and this cunder Order No. 6871475021_1 from AIA Contract Documents software and document I made no changes to the original text of AIA® Document A310 <sup>TM</sup>	pertification at 14:55:14 on 01/10/2013 d that in preparing the attached final
AIA in its software, other than those additions and deletions shown in the ass	sociated Additions and Deletions Report.
(Signed)	
(Title)	
(Dated)	

## AGREEMENT CITY OF WALTHAM

ARTICLE 1. Detween the C MAYOR, and	This agreement, made this ITY OF WALTHAM, party of the f	/	
			_
hereinafter c	alled the CONTRACTOR.		

ARTICLE 2. Witnesseth, that the parties to this agreement, each in consideration of the agreement on the part of the others herein contained, do hereby agree, the CITY OF WALTHAM for itself, and said contractor for his heirs, executors, administrators and assigns as follows:

To furnish all equipment, machinery, tools and labor, to furnish and deliver all materials required to be furnished (except as otherwise specified) and deliver in and about the project and to do and perform all work in strict conformity with the provisions of this Contract and of the Notice to Bidders, bid, Project Manual, and Drawings hereto annexed. The said Notice to Bidders, bid, Project Manual, and Drawings are hereby made a part of this contract as fully and to the same effect as if the same had been set forth at length and incorporated in the contracts.

ARTICLE 3. In consideration of the foregoing premises the CITY agrees to pay and the CONTRACTOR agrees to receive as full compensation for everything furnished and done by the CONTRACTOR under this contract, including all work required by not included in the items herein mentioned.

Date for final completion of the project is **90 days** from the date of the Notice to Proceed.

Actual construction activity will commence on or about the date of the Notice-to-Proceed (NTP).

This Agreement entered into as of the day and year first written above.

ARE AVAILABLE FOR THIS CONTRACT

CITY OF WALTHAM, MASSACHUSETTS	FOR THE COMPANY
FOR THE CITY	
Jeannette A. McCarthy, MAYOR, City of Waltham Date:	CONTRACTOR (Signature), Date: Company
John B. Cervone, City Solicitor Date: APPROVED AS TO FORM ONLY	Address
Michael Chiasson, Director CPW Date:	
Joseph Pedulla, Purchasing Agent Date:	
Paul Centofanti, Auditor Date:	
I CERTIFY THAT SUFFICIENT FUNDS	

#### **SECTION 00 51 00**

#### PERFORMANCE BOND

#### **CITY OF WALTHAM**

KNOW ALL MEN BY THESE PRESENT THAT,	
	as
principal and	s, and corporations, who covements contemplated in injury or damage to
SUM OFDOLLARS (\$	Contractor and the Surety o
THE CONDITION OF THIS OBLIGATION IS SUCH, THAT for the above burden (t	he Contractor) its

heirs, executors, administrators and assigns, shall faithfully perform the Contract, on his part and during the life of any guaranty or warranty, for defective materials and workmanship required under this Contract, and satisfy all claims and demands incurred for the same; and shall fully indemnify and save harmless the City from all cost and damage which it may suffer by reason of failure so to do, and shall fully reimburse and repay the City all outlay and expense which the City may incur in making good any such default, and shall promptly make payment to all persons supplying labor or materials for use in the prosecution of the work provided for in said Contract; and shall indemnify and save harmless the said City, its officers and agents from any and all suits or claims for injury or damage to persons or property resulting from or arising our of the work done under this Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER, that (except as to the City) no suit, action or proceeding by reason of any default whatever shall be brought on this Bond after two years from the day on which the final payment under the Contract falls due.

AND PROVIDED, that any alterations which may be made in the terms of the Contract or in the work to be done under it, or any assignment, transfer or subletting of any part of the work, or the giving by the City of any extension of time for the performance of the Contract, or any other forbearance on the part of either the City or the Contractor to the other, shall not in any way release the Contractor and the Surety of Sureties, or either or any of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the Surety or Sureties of any such alterations, assignment, transfer, subletting extension or forbearance being hereby waived.

This Bond is made for the use and benefit of all persons, firms, and corporations who may furnish materials, or perform any labor for or on account of said work, construction or improvements, or who may have any suits or claims for injury or damage to persons or property resulting from or arising our of the work done under this Contract, and they and each of them are hereby made obligees hereunder the same as if their own proper names were written herein as such, and they and each of them may sue hereon in their own names for their own use and benefit.

And the 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 to be performed hereunder, or the Specifications accompanying the same, shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such changes, extension of time, alteration or addition to the terms of the Contract or to the work, or to the Specifications.

IN WITNESS WHEREOF, said Contractor and Surety have hereunto set their respective names this

	day of	, 20	
WITNESSES:			
(CONTRACTOR)	(SEAL)		
NAME(SIGNATURE AND TITLE)	BY _		
ADDRESS(SURETY)		(SEAL)	
NAME(SIGNATURE AND TITLE)	BY _		
ADDRESS		BY (ATTORNEY-IN-FACT)	

#### **POWER OF ATTORNEY**

Attorneys-in-fact who sign bonds must file with each bond a certified copy of their power of attorney to sign said bonds.

#### **SECTION 00 52 00**

#### **PAYMENT BOND**

#### **CITY OF WALTHAM**

KNOW ALL MEN BY THESE PRESENT THAT,	
	as
principal and	as
surety, are held and firmly bound unto the CITY OF WALTH corporations, who may furnish materials for or perform la improvements contemplated in the Contract hereinafter or claims for injury or damage to persons or property resudone under this Contract, in the	abor on the work, construction or mentioned, or who may have any suits
SUM OFDOLLARS	5 (\$)
(lawful money of the United States of America) for the passurety of Sureties bind themselves and their heirs, exe assigns, jointly and severally, firmly by these presents.	syment whereof the Contractor and th
THE CONDITION OF THIS OBLIGATION IS SUCH, THAT for t	he above burden (the Contractor) its

heirs, executors, administrators and assigns, shall faithfully perform the Contract, on his part and during the life of any guaranty or warranty, for defective materials and workmanship required under this Contract, and satisfy all claims and demands incurred for the same; and shall fully indemnify and save harmless the City from all cost and damage which it may suffer by reason of failure so to do, and shall fully reimburse and repay the City all outlay and expense which the City may incur in making good any such default, and shall promptly make payment to all persons supplying labor or materials for use in the prosecution of the work provided for in said Contract; and shall indemnify and save harmless the said City, its officers and agents from any and all suits or claims for injury or damage to persons or property resulting from or arising our of the work done under this Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER, that (except as to the City) no suit, action or proceeding by reason of any default whatever shall be brought on this Bond after two years from the day on which the final payment under the Contract falls due.

AND PROVIDED, that any alterations which may be made in the terms of the Contract or in the work to be done under it, or any assignment, transfer or subletting of any part of the work, or the giving by the City of any extension of time for the payment of the Contract, or any other forbearance on the part of either the City or the Contractor to the other, shall not in any way release the Contractor and the Surety of Sureties, or either or any of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the Surety or Sureties of any such alterations, assignment, transfer, subletting extension or forbearance being hereby waived.

This Bond is made for the use and benefit of all persons, firms, and corporations who may furnish materials, or perform any labor for or on account of said work, construction or improvements, or who

may have any suits or claims for injury or damage to persons or property resulting from or arising our of the work done under this Contract, and they and each of them are hereby made obligees hereunder the same as if their own proper names were written herein as such, and they and each of them may sue hereon in their own names for their own use and benefit.

And the 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 to be performed hereunder, or the Specifications accompanying the same, shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such changes, extension of time, alteration or addition to the terms of the Contract or to the work, or to the Specifications.

IN WITNESS WHEREOF, said Contractor and Surety have hereunto set their respective names this

	day of		_, 20	
WITNESSES:				
(CONTRACTOR)	(SEAL)			
NAME(SIGNATURE AND TI		ВҮ		
ADDRESS				
(SURETY)	(SEAL)			
NAME(SIGNATURE AND TI		ВҮ		
ADDRESS(ATTORNEY-IN-FACT		ВҮ		

#### **POWER OF ATTORNEY**

Attorneys-in-fact who sign bonds must file with each bond a certified copy of their power of attorney to sign said bonds.

# GENERAL CONDITIONS SECT. 00 70 00

#### INFORMATION

All information shall come from the Office of the City Purchasing Agent. The Contractor shall inquire at this office for any information needed. Wherever the words "or equal as approved" are used, it is to be understood that the opinion of the City Purchasing Agent shall govern.

#### 2. SUITS

The Contractor shall assume defense of and shall indemnify and hold the City and its agents harmless from all suits and claims against the City and its sub-contractors arising from the use of any invention, patent right labor or employment, or from any act of omission or neglect of the City, its agents, employees or any subcontractor in performing the work, under this contract.

## LAWS AND REGULATIONS

The Contractor shall conform to all the applicable rules, regulations, laws and ordinances of the City of Waltham, the Commonwealth of Massachusetts, the United States of America and all agencies having jurisdiction over this contract.

#### 4. PROTECTION OF PROPERTY

The Contractor shall take all proper precautions to protect the City's property from damage and unnecessary inconvenience. Any City property damaged by the Contractor in carrying out the provisions of this contract shall be restored to its original condition, by and at the expense of the Contractor.

# PROTECTION OF PERSONS

The Contractor shall take all proper precautions to protect persons from injury, unnecessary inconvenience, and shall be responsible for his failure to do so. The Contractor agrees to hold the City harmless from any and all liabilities of every nature and description, which may be suffered through bodily injury, including death, to any person, by reason of negligence of the Contractor, his agents or employees, or any subcontractor.

# 6. CONTRACT DURATION.

This contract is for the period of March 1, 2010 renewable at the discretion of the City of Waltham for an additional two (2) one-year periods ending June 30, 2013.

# 7. INSURANCE

- A. WORKMAN'S COMPENSATION: The Contractor shall provide by insurance for the payment of compensation and furnishing of other benefits under Chapter 152 of the General Laws of the Commonwealth of Massachusetts to all persons to be employed under this contract, the premiums for which shall be paid by the Contractor.
- B. COMPREHENSIVE GENERAL LIABILITY

Bodily Injury: \$1,000,000 Each Occurrence

\$2,000,000 Aggregate

Property Damage: \$1,000,000 Each Occurrence

\$2,000,000 Aggregate

C. AUTOMOBILE (VEHICLE) LIABILITY

Bodily Injury \$2,000,000 Each Occurrence Property Damage \$1,000,000 Aggregate

D. UMBRELLA POLICY

General liability \$2,000,000

Your bid response must include a Certificate of Insurance with the above limits as a minimum. In addition, the Certificate of Insurance must have the following text contained in the bottom left box of the Certificate: "The City of Waltham is a named Additional Insured for all Insurance". The Certificate of Insurance must be mailed directly to:

Office of the Purchasing Agent Purchasing Department City of Waltham 610 Main Street Waltham, MA 02452

#### LABOR AND MATERIALS BOND

The Contractor agrees to execute and deliver to the City, a Labor and Materials or Payment Bond equal to 100% of the contract value. This contract shall not be in force until said bond has been delivered and accepted by the City. Bond to be issued by a company licensed by the Commonwealth of Massachusetts.

A LETTER FROM A SURETY COMPANY CERTIFYING THAT THE CONTRACTOR IS QUALIFIED AND CAPABLE OF OBTAINING THE ABOVE BONDS MUST BE INCLUDED WITH HIS/HERS BID.

# 9. PERSONNEL:

The Contractor shall employ a competent supervisor and all properly licensed personnel necessary to perform the services required in this contract. The City Purchasing Agent shall have the right to require the Contractor to remove and/or replace any of the personnel for nonperformance or for unprofessional behavior. The City Purchasing Agent may require the Contractor to submit a weekly performance record of the areas and of the work performed, on forms approved by the City Purchasing Agent. The Contractor or his supervisor shall be available to inspect such work as required by the City Purchasing Agent.

10. MASSACHUSETTS PREVAILING WAGES and FEDERAL DAVIS-BACON PREVAILING WAGES This contract is based on State and Federal prevailing wages. All contractors working on this project shall submit weekly certified payrolls and sworn affidavits showing the actual number of hours charged to the project. The prevailing Wage Schedule is available in the Purchasing Department and a copy will be provided upon requests. The Prevailing Wage Schedule is too large to attach here. The Contractor is required to pay the prevailing wages as determined under the provisions of Chapter 149, Sections 26 and 27D of the Massachusetts General Laws, including the submission of weekly payrolls to the awarding authority.

## 11. MATERIALS

The City or its Agent reserves the right to approve or reject any supplies, material or equipment used by the Contractor. The Contractor agrees to replace any supplies, material or equipment used by the Contractor. The Contractor agrees to replace any rejected supplies, materials or equipment, to the satisfaction of the City or its Agents.

# 12. TERMINATION OF CONTRACT

This contract may be terminated by the City upon deliverance to the Contractor of a five-day written notice of said termination.

#### 13. CONTRACT OBLIGATIONS

Contract obligations on behalf of the City are subject to an annual appropriation to cover the contract obligation.

# 14. BIDDER EXPERIENCE EVALUATION

Each bidder shall submit with his bid, all the information relative to their experience and qualifications in performing the work required under this contract and shall have been in business for a minimum of five (5) years, in order for their bid to be considered.

# 15. NOT-TO-EXCEED AMOUNT

The bid amount proposed in your company's response is a "not-to- Exceed" amount unless the City makes changes, in writing, to the scope of work to be performed. The Change Order must be signed and approved by the City's Purchasing Agent, City Auditor, Law Department and the Mayor prior to the commencement of the change order work. No work is to begin until the proper approvals have been obtained. A change order will be priced at the unit price. Failure to comply with this procedure will result in the cancellation of the contract and the non-payment of services provided.

#### 16. FINANCIAL STATEMENTS.

The City may require, within five (5) days after the bid opening, a complete and detailed Financial Statement prepared by a Certified Public Account, to determine a bidder's financial stability.

# 17 BREACH OF CONTRACT/ NON-PERFORMANCE

If the Contractor shall provide services in a manner, which is not to the satisfaction of the City, the City may request that the Contractor refurnish services at no additional cost to the City until approved by the City. If the Contractor shall fail to provide services, which are satisfactory to the City, the City in the alternative may make any reasonable purchase or Contract to purchase services in substitution for those due from the Contractor. The City may deduct the cost of any substitute Contract for nonperformance of services together with incidental and consequential damages from the Contract price and shall withhold such damages from sums due or to become due to the Contractor. If the damages sustained by the City exceed sums due or to become due, the Contractor shall pay the difference to the City upon demand. The Contractor shall not be liable for any damages sustained by the City due to the Contractor's failure to furnish services under the terms of this Contract if such failure is in fact caused by the occurrence of a contingency the nonoccurrence of which was a basic assumption under which this Contract was made, including a state of war, embargoes, expropriation of labor strike or any unanticipated federal, state or municipal governmental regulation of order, provided that the Contractor has notified the City in writing of such cause within seven (7) days after its occurrence.

# 18 RIGHT TO AUDIT

The City of Waltham has the right to review and audit documents related to this contract. This right extends to any subcontractor, supplier or other entity used by the prime contractor to fulfill the obligations under this contract.

19. CITY ORDINANCE. APPROVAL OF CONTRACTS BY MAYOR, SEC. 3-12 OF THE CITY ORDINANCES. All contract made by any department, board or commission where the amount involved is two thousand dollars (\$2,000) or more shall be in writing, and no such contract shall be deemed to have been made or executed until the approval of the Mayor is affixed thereto. Any construction contract shall, and all other contracts may, where the contract exceed five thousand dollars (\$5,000) be required to be accompanied by a bond with sureties satisfactory to the Mayor.

#### BID OPENING INCLEMENT WEATHER

If, at the time of the originally scheduled bid opening, City Hall is closed to inclement weather or another unforeseeable event, the bid opening will be extended until 2:00 PM on the next normal business day. Bids will be accepted until that date and time.

# 21. SIGNATURES

No electronic signatures will be accepted in the Vote authorization form. The Notary Public signature must be an original Signature.

# 22. NOTARY PUBLIC

The notary public signature certification must be from a notary certified in any of the 50 United States

# **SECTION 0071 00**

# PREVAILING WAGE SCHEDULE

Please visit the City Web Site at <a href="www.city.waltham.ma.us/bids">www.city.waltham.ma.us/bids</a> for a copy of the schedules

## **SECTION 00 82 10**

# PERMITS

# PART 1 GENERAL

## 1.01 CONTRACT DOCUMENTS

A. The general provisions of the Contract, including General and Supplemental Conditions and General Requirements, apply to the work specified in this section.

# 1.02 PERMITS

- A. The Contractor shall be responsible for obtaining and complying with all permits required of his equipment, work force, or particular operations (such as blasting and fuel storage permits, etc.) in the performance of the Contract. All costs associated with obtaining permits will be included in the price of the work.
- B. If included as part of this project, The Contractor shall be responsible for complying with requirements of the Local Conservation Commission and the Cambridge Watershed Protection District. All costs associated with complying with the conditions will be included in the price of the work.
- C. The Contractor shall be responsible for obtaining and complying with the requirements of the Street Opening and Trench Permits required by the City Department of Public Works in the performance of the Contract. All costs associated with complying with the conditions of the permits will be included in the price of the work. All costs associated with obtaining permits will be waived by the City.

**FND OF SECTION** 

00 82 10-1 Permits

# Section 00 90 00

# **COVID-19 BID OPENING (TEMPORARY).**

Based on Governor Baker's declared state of emergency, in-person bid or proposal openings are not required at the present time to satisfy Chapter 30B. If a bid is not opened at a public meeting, Chapter 30B requires that the opening be in the presence of a witness or witnesses. Under the current emergency, the opening does not need to be witnessed in person. The opening can be livestreamed for the witnesses and recorded for public record purposes. For the present time and until the emergency is lifted by Governor Baker, the City of Waltham will not hold in-person bid openings or proposals. However, the city will continue to record and prepare a spreadsheet showing all of the prices received and distribute the same to all interested parties. Copies of the same bid results will also be posted in the City web site at www.city.waltham.ma.us/bids

# **SITE VISIT**

For the time being and while the COVID-19 Emergency is in effect, site visits will not be organized, held or required by the City. However, interested parties may, at their own discretion visit the project site assuming that the visit does not interfere with the privacy of abutting residents and that it complies with the Governor's COVID-19 Guidelines. Interested contractors are encouraged to ask clarification questions via email only to Jpedulla@city.waltham.ma.us. Written questions must be received by the City's Purchasing Department no later than 5 working days prior to the bid opening date. All questions will be answered formally via an addendum a copy of which will be emailed to all vendors of record and a copy posted in the city web site.

**End of Section** 

# **TECHNICAL SPECIFICATIONS**

# **SECTION 04200-UNIT MASONRY**

# PART 1 GENERAL

# 1.01 SCOPE:

A. Furnish all labor, materials and equipment, and perform all work, required to install masonry work as shown on the drawings, including, concrete block, steel lintels and all necessary incidental work in connection therewith.

## 1.02 QUALITY ASSURANCE:

# A. Qualification of workmen:

- 1. For the actual cutting and placing of concrete masonry units, use only skilled journeyman masons who are thoroughly experienced with the materials and methods specified and thoroughly familiar with the design requirements.
- 2. In acceptance or rejection of installed concrete masonry units, no allowance will be made for lack of skill on the part of workman.
- 3. Provide at least one (1) skilled journeyman mason who shall be present at all times during execution of work of this section and who shall personally direct the execution of this portion of the work.
- B. Masonry units exposed to view shall be obtained from a single manufacturer; each type of product shall be from a single batch or production run.
- C. Cementitious ingredients of mortar mix shall be obtained from a single manufacturer. Each aggregate for mortar mix shall be obtained from a single source.
  - 1. Test each type of mortar in conformance with ASTM C 780-02.
  - 2. Test grout in each type of wall construction in conformance with ASTM C 1019-02.
  - 3. Inspect cores of fully grouted masonry reinforcing.
- D. Comply with applicable portions of the American Society of Testing and Materials (ASTM).
- E. All work shall conform to the latest standard of the Brick Institute of America and to codes and regulations of authority having jurisdiction.
- F. Do Not lay units that are wet or frozen.
- G. Mortar and Grout Testing:
  - 1. Test grout in each type of wall construction in conformance with C 1019-02.
  - 2. Inspect cores of fully grouted masonry reinforcing.

# 1.03 SUBMITTAL:

A. Submit manufacturer's product data for each type of masonry unit, accessory and other manufactured products, including certifications that each type complies with the specified requirements.

# 1.04 DELIVERY, STORAGE, AND HANDLING:

- A. Deliver masonry materials in undamaged condition. Handle masonry units to prevent damage. Store in a manner to protect against excessive moister, temperature changes, contaminants, corrosion or other causes. Limit absorption of moisture as specified for type I units.
- B. Deliver cementitious materials in manufacturers' original, unopen containers.
- C. Store cementitious material above ground, under cover and in dry enclosure.
- D. Store aggregates so that separation of types of material can be maintained.
- E. Protect masonry accessories from corrosion and accumulation of dirt.

## 1.05 PROJECT CONDITIONS:

- A. No masonry shall be laid in freezing weather or when air temperature is below 40 degree F or forecasted to go below 40 deg F within 24 hours. Protect exposed concrete block work against staining and mortar droppings. Keep top of walls covered with non-staining waterproof paper or plastic sheet when work is not in progress and during precipitation of rain or snow. When work is resumed, clean top surfaces of walls free of loose mortar and in dry weather wet the surface before proceeding.
- B. Turn scaffolding plank every night and when wet to prevent spattering mortar on face of wall.
- C. Do not superimpose any load to masonry work for 12 hours after erection. Allow 3 days before applying concentrated loads.

# PART II PRODUCTS

# 2.01\_CONCRETE MASONRY UNITS:

- A. Concrete block shall be hollow load bearing concrete masonry units, conforming to ASTM C 90, Normal weight.
  - 1. Nominal face size 16" long x 8" high. Thicknesses as shown on the drawings.
  - 2. Furnish all special size, lintel blocks and other special shapes required by job conditions.
  - 3. All exterior corners of interior masonry wall to be exposed to view shall be made with bull-nose (radius edge) block.
  - 4. Units shall be steam cured at atmospheric pressure for not less than 12 hours at temperatures between 160degree F and 190degree F., and then shall be air dried and cured at least 28 days. When delivered to the site, units shall have a moister content of not more than specified in ASTM C 90-75.

# 2.02 REINFORCING MATERIAL:

- A. Masonry wall reinforcing for all masonry walls shall be Dur-o-wall ladder design AA Block Ladder, Lox-All Ladder Type, Heckmann, or approved equal, and shall have product approval of the Southern Building Code Congress. Reinforcing shall be manufactured from cold drawn steel wire conforming to ASTM A 82 and shall consist of two deformed longitudinal rods welded at 16" interval to cross rods forming a ladde4r design. Out to out spacing of side rods shall be not less than No. 9 gage.
  - 1. Exterior walls: reinforcement shall be galvanized in accordance with ASTM A 153 Class B2 (1.5 ounces per square foot).
- B. Reinforcing for CMU wall shall be Dur-O-Wall DA 320.
- C. Reinforcing for exterior block wall shall be Dur-O-Wall DA 3600 Ladur-Eye manufactured from cold drawn steel wire conforming to ASTM A 82 with no 213 rectangular adjustable wall tie pintless at a spacing of 16" o. c.

# 2.03\_MORTAR MATERIALS:

A. Provide mortar and grout complying with ASTM C 270 or ASTM C 476 (for reinforced masonry). Type S based on proportion specification.

#### **B. MORTAR MATERIALS:**

- 1. Portland Cement shall conform to ASTM C 150, Type 1.
- Masonry cement shall conform to ASTM C91, and shall be equal to Cemex, Brixment, or Lonestar.
- 3. Hydrated lime shall conform to ASTM C207, type S.
- 4. Fine aggregates: ASTM C C144.
- 5. Aggregates for grout ASTM C404
- 6. Mixing water shall be clean and free from harmful amounts of acids, alkalis, and organic material
- 7. Admixture: Comply with ASTM C-270. Anti-freeze compounds or those containing chlorides are prohibited.
- 8. Water: Drinkable.
- C. Sand for mortar shall be measured in a damp loose condition. Mix Mortar with the maximum amount of water consistent with satisfactory workability for a minimum of 3 minutes in a drum type mechanical mixer. Mixer shall be thoroughly cleaned between batches. No re-tempered or partially hardened mortar shall be used.
- D. Provide and grout complying with ASTM C 270 or ASTM C476 (for reinforced masonry). Type S based on proportion specification.

# 2.04 CONTROL JOINT:

- A. "Wal-Joint" wide flange type, as manufactured by HOHMANN & Bernard, Inc. approved equals of Dur-o-wal, Carter-Waters, Tywal Accessories, or Vynyl's are acceptable.
- B. Provide Vertical Control Joint in all masonry wall that exceed 32'-0" in length and/or exceed a ratio of panel length to height (L/H) of 3.

C. 0.4200.3

- D. All joint locations must be verified and approved by the Owner/Owner representative. Control joint shall not be placed above or at the side of a masonry opening except where necessary to separate masonry support off the foundation from that supported from the structure.
- E. Steel lintels supporting masonry shall be discontinuous at control joints & expansion joints.

## 2.05 MASONRY CLEANER:

A. Prosoco Sure Klean@ "600 Detergent" or "VanaTrol".

# PART III EXECUTION

# 3.01\_COORDINATION WITH OTHER WORK:

- A: Coordinate with other trades to insured that they have ample opportunity to build in their work as The masonry work progresses. Build in frames, anchors, thru-wall flashing, and others incidental items furnished under other sections of specifications. Set loose steel lintel and construct chases and recess as required. Verify dimensions and locations of anchors, chases, etc. with the other trades involved.
- B. Coordinate work for reinforced concrete block wall closely with the installation of the concrete fill and steel reinforcement.
- C. Fur out around piping and electrical panels and other items wherever the existing wall or proposed wall are not thick enough to accommodate items that are scheduled to go in them.
- D. In the event of discrepancy, immediately notify the Owner. Do not proceed with installation in areas of discrepancy until all such discrepancies have been completely resolved.

# 3.02 INSTALLATION:

- A. Cut masonry units using -driven wet saws to provide clean, sharp, unchipped edge. Cut units as required to provide continuous pattern and to fit adjoining work. Use full size units without cutting where possible.
- B. Vertical Reinforcement: Provide inspection ports at all locations where vertical reinforcing is to be fully grouted within the unit core to allow confirmation that cores have been fully grouted. Following inspection, close all inspection ports and make flush with surrounding masonry.
- C. Increase quantity of wall ties around perimeter of openings, a wall terminations and corners. Place wall ties within 8" of openings and edges of masonry.

# 3.03 TOLERANCE FOR CONSTRUCTION:

- A. Bed joints and head joints shall be nominal 3/8" thick with slight variations allowed (5/16" to 7/16") to adjust coursing and avoid cutting.
- B. Variation from the plumb in the lines and surface of columns, walls, and arise shall not exceed ¼" in 10' and 3/8" in a story height of 3/8" in 20'-0" maximum. Variation from plumb shall for external corners, expansion joints and other conspicuous lines, shall not exceed ¼" in any story or ¼" in 20'-0" maximum. Vertical alignment of heads joints shall not exceed ¼" in 10'.

- C. Variation from the level of the grades indicated on the Drawings for exposed lintels, sills, parapets, horizontal grooves, and other conspicuous lines shall not exceed ¼" in any bay or module or 20'-0" (whichever dimension is the least) nor ½" in 40'-0" or more.
- D. Variation of the linear building line from an established position in plan and raised portion of columns, and walls shall not exceed 1/4" in any bay or module or 20'-0" (whichever dimension is the least) nor3/4" in 40'-0" or more.
- E. Variation in cross-sectional dimensions of column and thickness of wall shall not exceed minus 1/4", nor plus ½" from the dimensions indicated on drawings.

# 3.04 LAYING CONCRETE BLOCKS:

- A. Lay with full mortar coverage on vertical and horizontal face shells. Vertical joints in exposed concrete block work shall break at center of stretcher above and below; otherwise, bond each course at corners and intersections and break vertical joints at least 4".
- B. Broken or split block shall not be used. All cutting required shall be spread on strips of 1/8" mesh hardware cloth about 12" long.
- C. Install steel masonry reinforcing in all concrete block wall and partitions. Partitions abutting exterior walls shall be anchored thereto with steel masonry reinforcing anchoring unless otherwise noted.
- D. Provide inspection ports at all locations where vertical reinforcing is to be fully grouted within the unit core to allow confirmation that cores have been fully grouted. Inspection ports shall occur in the first courses above finish floor line and in the first course above bond beams and lintels at each vertically reinforcing cell. Following inspection and removal of any debris, close all inspection ports and make flush with surrounding masonry prior to grouting cell.
- E. Increase quantity of wall ties around perimeter of opening, at wall terminations and corners. Place wall ties within 8" of openings and edge of masonry.

# 3.05 WORKMANSHIP:

- A. Masonry work shall be straight, true, and complete in every respect, and exterior walls shall be so constructed as to preclude the penetration of water. Avoid over-plumbing and pounding of masonry units after they are set in place; where adjustments must be made after mortar has started to set, the mortar shall be removed and replaced with fresh mortar.
- B. Joints shall be thickness to conform to coursing specified or shown and shall be uniform and bond shall be true.
- C. Unless otherwise specifically shown or specified, the space around anchors, flashing, steel lintels and similar items built into the masonry work shall be filled solidly with mortar.
- D. Where nails or line pins have been used, they shall be removed when they have served their purpose and the holes left by removal shall be filled immediately with fresh mortar.

# 3.06 TOOLING:

- A. After masonry is completed, remove all line pins and point up all holes and open joints.
- B.
- C. Tool all joints concave unless otherwise noted. Tool joint with a round steel jointer with sufficient force to press the mortar against masonry units on each side of joint.
- D. Cut joints flush in masonry surfaces which are concealed or to which a finish material (other than paint) shall be applied.

# 3.07CLEANING OF MASONRY:

A. Exposed concrete block surfaces shall be kept clean of mortar droppings as the work progresses and the complete work shall be dry-cleaned to remove remaining mortar spots and dirt. Surface shall be brushed free of dust before painting.

**End of Section** 

04200.6

