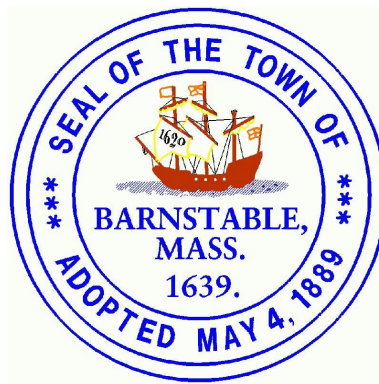


INVITATION FOR BID

TOWN OF BARNSTABLE SCHOOL DEPARTMENT

BARNSTABLE UNITED ELEMENTARY SCHOOL HOT WATER CIRCULATION PUMP REPLACEMENT



DATE: August 21, 2014

BID DUE DATE: 9/18/2014, 2:00 PM
MANDATORY PREBID SITE MEETING: 9/9/14, 11 AM.
AT PROJECT SITE – 730 OSTERVILLE, WEST BARNSTABLE RD., MARSTONS MILLS, MA
JOHANNA BOUCHER, PURCHASING AGENT 508-862-4741
JOHANNA.BOUCHER@TOWN.BARNSTABLE.MA.US

This document and any addenda thereto are issued electronically only. All bidders are to register on the Bid & RFP website for this bid. It is the responsibility of every bidder who receives this bid and all associated documents to check the Town of Barnstable Bid & RFP System (www.town.barnstable.ma.us) for any addenda or modification to this solicitation, if they intend to respond. The Town of Barnstable accepts no liability to provide accommodation to bidders who submit a response based upon an out of date solicitation document or bid documents obtained from a source other than the Town. Bidders may not alter (manually or electronically) the bid language or any bid documents. Unauthorized modifications to the body of the bid, specifications, terms or conditions, or which change the intent of this bid are prohibited and may disqualify a response.

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1. Prevailing Wages dated: August 12, 2014

Project Estimate - \$50K

**SECTION 1
TOWN OF BARNSTABLE SCHOOL DEPARTMENT
INVITATION FOR BID
Barnstable United Elementary School Hot Water Circulation Pump Replacement Project**

The Purchasing Agent of the Town of Barnstable, on behalf of the School Department, is requesting bids for the following:

PROJECT TITLE: "Barnstable United Elementary School Hot Water Circulation Pump Replacement Project"

Sealed bids will be received at the Town of Barnstable, School Administration Building, Attn: Johanna Boucher, Purchasing Agent, 230 South Street, 3rd Floor, Hyannis, MA 02601 until **2:00 p.m. September 18, 2014** (Tel. 508-862-4741, Fax 508-862-4779).

The work to be performed under this contract includes, but is not limited to, the removal and replacement three (3) water circulating pumps and all required motors, pipes and labor for upgrades to current system. Contractor to provide labor, tools and materials to complete the work as specified.

Bid specifications may be obtained on the Town of Barnstable Website, Bid & RFP System at www.town.barnstable.ma.us immediately. All bidders must register on the Bid & RFP System to receive documents.

A MANDATORY Prebid site visit is required for all bidders. Bids will only be accepted from contractors who have attended a pre-bid meeting with the School Facility Director. Pre-bid meeting is scheduled for **September 9, 2014 , 11 am** at project site, meeting in school lobby. (Note: if you attended the previous site visit for this project, you do not have to attend again.) All questions regarding the project should be submitted through the Purchasing Agent via email at johanna.boucher@town.barnstable.ma.us. If you are unable to attend the schedule meeting, you may contact the School Facility Director (508)790-6490 X2 to schedule an appointment at his convenience. Bidders are encouraged to attend scheduled meeting.

Bids shall be in a sealed envelope bearing the words "**Barnstable United Elementary School Hot Water Circulation Pump Replacement Project**". The public bid opening will be held at the Town of Barnstable, School Administration Building, Procurement Conference Room, 3rd Floor, 230 South St., Hyannis, MA on **September 18, 2014** immediately following deadline. To receive consideration, proposals shall be submitted no later than the above date and time for the opening.

Contractors shall be required to comply with all applicable Massachusetts General Law Chapter 149, and all other applicable Massachusetts General Laws.

The successful bidder will be required to furnish a Labor and Materials Payment bond in the amount of 50% of the contract amount.

To receive consideration, bids shall be submitted on the appropriate forms no later than the above date and time schedule for the opening. Proposals must be accompanied by a bid security in the amount of **five percent (5%) of the bid price** in the form of a bid bond or certified, treasurer's or cashier's check issued by a responsible bank or trust company. If, upon acceptance of the bid, a Bidder fails to enter into a Contract with the Town of Barnstable, the bid security shall be forfeited to and become the property of the Town.

Full compliance with Federal, State and Municipal Wage Laws is required of all work done for the Town of Barnstable. Minimum Wage Rates as determined by the Commissioner of Department of Labor and Industries under the provision of the Massachusetts General Laws, Chapter 149, Section 26 to 27D, as amended, apply to this project. It is the responsibility of the contractor, before bid opening, to request if necessary, any additional information on Minimum Wage Rates for those trades people who may be employed for the proposed work under this contract. Wage Rates dated **August 12, 2014** shall be provided in the bid specification and are applicable to this project. CORI/SORI checks will be required to be performed by the school department for all contractor employees to perform work on School property.

All bidders shall be required to provide Certification of Occupational Safety and Health Administration (OSHA) Training in accordance with Massachusetts General Law 30: Section 39S, as amended by Chapter 306 of the Acts of 2004, effective 7/1/06.

Bidders are not to include in their Bid Proposal sales and compensating use taxes on materials and supplies purchased for this project. All materials used are tax exempt.

A weekly certified payroll submittal shall be required of the successful bidder in accordance with MGL C149, S27B. No payments will be made by the Town until all payroll information necessary for the Town to determine compliance with prevailing wage law requirements for the time period of the payment request have been submitted. The Contractor shall not discriminate with regard to the personnel employed on this project on the basis of race, color, creed, national origin, gender, sexual preference, handicap or age.

The Town of Barnstable reserves the right to reject any or all proposals or to accept any proposal that appears to be in the best interest of the Town.

END OF SECTION

SECTION 2

INSTRUCTIONS TO BIDDERS

1. SECURING DOCUMENTS

- A. The Notice to Bidders, Instructions to Bidders, General Conditions, Special Conditions, Contract Agreement, Labor and Materials Payment Bond, Labor Rates, Itemized Proposal, and Application and Certification for Payment and all other documents in these Project Specifications and Drawings referenced in the Agreement, as well as any addenda issued prior to receipt of bids, compose the Contract Documents.
- B. Copies of these bid documents and all applicable attachments are available on the Town of Barnstable website on the Bid & RFP System at www.town.barnstable.ma.us. Key contact for this project bid process, Attention: Johanna Boucher, 230 South Street, 3rd Floor, Hyannis, MA 02601, (508) 862-4741. All questions regarding this invitation should be addressed to Johanna Boucher email address johanna.boucher@town.barnstable.ma.us. If requesting that the drawings be shipped to you, please e-mail request and provide the name, address, contact person, phone, fax and e-mail address of the requesting firm, as well as a Federal Express account number to cover the shipping costs.

2. BID FORMS

- A. All bids must be submitted on the forms bound herein. All blank spaces in the proposal form shall be properly completed in ink and all erasures and corrections initialed by the contractor.
- B. All bids must be submitted to the above address in a sealed envelope containing the bid, properly marked "**Barnstable School District – Barnstable United Elementary School Hot Water Circulation Pump Replacement Project**". It is the responsibility of the bidder to ensure that bids are delivered to the specified location prior to the time and date designated.
- C. The Town may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids, except as limited under the General Laws, Chapters 30 and 149, applicable sections, as amended to date.
- D. Any bid received after the time and date designated will not be considered.

3. BID SECURITY

- A. Bid Security in the amount of **FIVE PERCENT (5%) of the bid dollars** (this includes all alternates if any, included in this bid) shall accompany each bid submittal. At the option of the Bidder, the security may be a bid bond issued by a surety authorized to do business in the Commonwealth, certified check, or treasurer's or cashier's check issued by a responsible bank or trust company, payable to the Town of Barnstable. Personal checks and cash will not be accepted.
- B. The bid security shall secure the execution of the Contract and the furnishing of a performance by a successful bidder.
- C. Should any bidder to whom an award is made fail to enter into a Contract therefor 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 Payment Bond as required, the amount so received from such bidder through their bond, certified check, treasurer's or cashier's check as bid deposit shall become the property of the Town of

Barnstable, as liquidated damages; provided that the amount of the bid deposit which becomes the property of the Town of Barnstable shall not, in any event, exceed the difference between their bid price and the bid price of the next lowest responsible and eligible bidder; and that provided further that in the case of death, disability, bona fide clerical or mechanical error of a

substantial nature, or other unforeseen circumstances affecting the bidder, their deposit shall be returned to them.

- D. Bid deposits of the three lowest responsible and eligible bidders will be held by the Awarding Authority during the time stipulated for the execution of the contracts and the submission of the payment bond, and may be disposed of in such a manner as will accomplish the purpose for which they are submitted. After expiration of such period, bid guarantees not disposed, or the amounts thereof, will be returned within five (5) days, Saturdays, Sundays and legal holidays excluded.

4. DEFINITIONS

- A. All definitions set forth in the General Conditions are applicable to all bidding documents, which include the Advertisement, Instructions to Bidders, Addenda issued prior to receipt of general bids.
- B. Addenda are written or graphic instruments issued prior to the execution of the contract which modify or interpret the bidding documents, including drawings and specifications, by additions, deletions, clarifications or corrections. Addenda will become part of the Contract Documents upon execution of the Agreement.

5. BIDDER'S REPRESENTATION

- A. Each bidder, in submitting their proposal, represents that they have read and understood the bidding documents.
- B. Each bidder represents that they have visited the site, familiarized themselves with the local conditions under which the work is to be performed, compared the site with the drawings and specifications, satisfied themselves of the conditions of delivery, handling and storage of materials, and all other matters that may be incidental to the work, including subsurface conditions before submitting their proposal.
- C. Each bidder represents that their bid is based upon the materials and equipment described in the bidding documents, including any addenda issued thereto.
- D. Submission of a proposal will be considered as evidence of the bidder's representation. No allowance will subsequently be made to the successful bidder by reason of any error or omission on his part, due to his neglect in complying with the requirements of this article, except with respect to conflicts with the General Laws.

6. EXAMINATION OF BIDDING DOCUMENTS

Each bidder shall examine the bidding documents carefully and, not later than seven (7) days prior to the date for receipt of bids, shall make a written request to the Purchasing Agent for interpretation or correction of any ambiguity, inconsistency or error therein which they may discover. Any interpretation or correction will be issued as an addendum by the Purchasing Agent. Only interpretations or correction by addendum shall be binding. No bidder shall rely upon any interpretation or correction given by any other method.

7. ADDENDA

- A. Prior to the receipt of the bids, addenda will be forwarded to each person or firm recorded by the Procurement & Risk Management as having received the bidding documents and will be available for inspection wherever the bidding documents are kept available for that purpose.
- B. Addenda issued during the time of bidding shall be listed on proposal forms in the space provided. Failure of a bidder to receive any addendum shall not release the bidder from any obligations under their bid, provided said addendum was sent by e-mail, telegram, by U.S. mail,

or successful facsimile to the address furnished by the bidder for transmittal of mail. Telegraphic addenda will be confirmed by U.S. mail.

8. REJECTION OF PROPOSALS

The bidder acknowledges the right of the Town of Barnstable to reject any or all bids and to waive any informality or irregularity in any bid received. In addition, the bidder recognizes the right of the Town of Barnstable to reject a bid if the bidder fails to furnish any required bid security, or fails to submit the data required by the bidding documents, or if the bid is in any way incomplete or irregular.

9. QUALIFICATIONS OF BIDDER

- A. Any bidder, if requested, shall submit a financial statement, experience records, and an equipment schedule, on forms to be provided by the Town of Barnstable. Financial statements shall reflect true financial conditions of bidder within three months prior to date of bid opening and shall be validated by a Certified Public Accountant.
- B. A bidder, in order to be eligible for the contract, must be able to show their financial ability to carry on the work until the project is complete and accepted by the Town of Barnstable.

10. PAYMENT BOND

- A. Within **five (5)** days after the date of Notice of Award of Contract, Saturdays, Sundays and legal holidays excluded, the bidder to whom the award is made shall furnish a materials payment bond, equal to the full amount of the contract price to guarantee the faithful performance of all terms, covenants and conditions of the same. The bond is to be issued by an acceptable bonding company qualified to do business under the laws of the Commonwealth of Massachusetts and satisfactory to the Town of Barnstable.
- B. Payment bond will be in effect until such time as the contractor furnishes proof that payment in full has been made for all materials used on the contract work. The bond shall be paid for by the contractor. The Town of Barnstable shall have the right to demand proof that parties signing the bond is duly authorized to do so.
- C. Every such bond shall have a power of attorney attached thereto, authorizing the Town of Barnstable to enter judgment thereon in any court in the United States of America or elsewhere against the obligors therein named for the amount therein named and shall be conditioned for the honest and faithful compliance with all provisions of the bidder or bidders.
- D. Payment Bond form shall be provided with Notice of Acceptance.

11. SUBSTITUTIONS

- A. The Bid shall be based on using the materials or products as specified and provided. Where several materials are specified by name for one use, any of those so specified may be supplied..
- B. Whenever the specified products or class of materials is specified exclusively by trade name, by manufacturer's name or by catalog reference, only such items shall be used, unless the Town's written approval for substitution is secured in accordance with the Conditions of the Contract.

12. WORK TIME LIMITS

- A. Contractor shall furnish a proposed work schedule, in writing, with their bid. A final work schedule shall be submitted at the time of delivery of the properly executed contract and contract bond to the Awarding Authority, allowing for completion of the contract work prior to the date specified below and appearing on the Contract Form.

Thereupon the Town of Barnstable will review the completed documents and proposed schedule, ask for revisions or corrections, or issue a "NOTICE TO PROCEED" indicating its agreement with final contract terms.

C. The completion date for the work to be performed under this contract be done October 15, 2014.

13. TAX EXEMPTION

The project is exempt from payment of Massachusetts sales tax to the extent permitted by MGL c.64H, Subsection 6F. Exemption Certificate E-046-001-079 shall be used in lieu thereof.

14. ACCEPTANCE OF PROPOSALS

Within thirty (30) days after the opening of the proposals the Town of Barnstable will act upon them. The acceptance of a proposal will be a Notice of Acceptance in writing signed by a duly authorized representative of the Town of Barnstable and accompanied by Contract and Payment Bond forms. No other act of the Town of Barnstable shall constitute the acceptance of a proposal. The acceptance of the proposal shall bind the successful bidder to the contract. The rights and obligations provided for in the contract shall become effective and binding upon the parties only upon its formal execution.

15. TIME FOR EXECUTING CONTRACT AND PROVIDED CONTRACT BOND

A. Any contractor whose proposal shall be accepted will be required to execute the contract and furnish contract bond within five (5) days, Saturdays, Sundays and legal holidays excluded after the notice that the contract has been awarded to them.

16. PAYMENT OF EMPLOYEES

A. For work done in the Town of Barnstable, the payment for employees of the contractor and any or all sub-contractors and suppliers shall comply with the wage scale current at the commencement of construction, as published by the Department of Labor and Industries, under provisions of the Massachusetts General Laws. The contractor and each of his sub-contractors and suppliers shall pay each of their employees engaged in work on the project under the contract in full, less deductions made mandatory by law, and not less often than once a week. All forms required by local authorities, the Commonwealth of Massachusetts, and the United States Government, shall be properly submitted. No payments will be made on any application for payment until all required payroll and Affirmative Action/Equal Opportunity information for the period covered by the application has been submitted to the Town.

B. A copy of applicable wage rate schedules is attached and forms part of the contract documents.

17. WITHDRAWAL OF PROPOSALS

A. At any time prior to the scheduled closing time for receipt of proposals, any bidder may withdraw his proposal, either personally or by telegraphic or written request. If withdrawal is made personally, proper receipt shall be given therefor.

B. After the scheduled time for receipt of proposals and before award of contract, no bidder will be permitted to withdraw his proposal unless said award is delayed for a period exceeding thirty (30) days. Negligence on the part of the bidder in preparing his bid confers no rights for the withdrawal of the proposal after it has been opened.

END OF SECTION

SECTION 3

GENERAL CONDITIONS

1. CONTRACT DOCUMENTS

- A. The Contract Documents consist of the Agreement, the General Conditions, Special and other Conditions, the Drawings, the Specifications, all Addenda issued prior to the execution of this Agreement, all amendments, Change Orders, and written interpretations of the Contract Documents issued by the Town. These form the Contract and what is required by any one shall be as binding as if required by all. The intention of the Contract Documents is to include all labor, materials, equipment and other items necessary for the proper execution and completion of the Work and the terms and conditions of payment therefor, and also to include all Work which may be reasonably inferable from the Contract Documents as being necessary to produce the intended results.
- B. The Contract Documents shall be signed in not less than triplicate by the Town of Barnstable and the Contractor. By executing the Contract, the Contractor represents that he has visited the site and familiarized himself with the local conditions under which the Work is to be performed.
- C. The term Work as used in the Contract Documents includes all labor necessary to produce the construction required by the Contract Documents, and all permits, materials and equipment incorporated or to be incorporated in such construction.

2. TOWN OF BARNSTABLE (School Department)

- A. The Town of Barnstable will provide general administration of the Contract.
- B. The Town of Barnstable shall at all times have access to the Work wherever it is in preparation and progress.
- C. The Town of Barnstable will make periodic visits to the site to become generally familiar with the progress and quality of the Work in accordance with the Contract Documents. On the basis of on-site observations by the Town of Barnstable, they will endeavor to guard against defects and deficiencies in the Work of the Contractor. The Town of Barnstable will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Town of Barnstable will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and they will not be responsible for the Contractor's failure to carry out the Work in accordance with Contract Documents.
- D. Based on such observations and the Contractor's Application for Payment, the Town of Barnstable will determine the amounts owed to the Contractor and will issue Certificates for Payment in accordance with Paragraph 8.
- E. The Town of Barnstable will be, in the first instance, the interpreter of the requirements of the Contract Documents.
- F. The Town of Barnstable will have authority to reject Work that does not conform to the Contract Documents.
- G. The Town of Barnstable's Representative for this project and Project Manager will be: David Kanyock, School Facility Director, 508-790-6490. Once the project contract is signed, all project questions, shop drawings, samples and requirements for approvals shall be directed to:
 - Town of Barnstable
 - Attn: David Kanyock, School Facility Director (and Project Manager)
 - 835 Falmouth Road
 - Hyannis, MA 02601
 - Phone: 508-790-6490 Cell: 508-221-2884

3. CONTRACTOR

- A. The Contractor shall perform, supervise, and direct the Work, using their best skill and attention. The Contractor shall be solely responsible for all construction and installation means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.
- B. Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work.
- C. The Contractor warrants to the Town of Barnstable that all materials and equipment incorporated in the work will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards may be considered defective.
- D. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, orders of any public authority bearing on the performance of Work, and shall notify the Town of Barnstable if the Drawings and Specifications are at variance therewith.
- E. The Contractor shall be responsible for the acts and omissions of all their employees and all Subcontractors, their agents and employees and all other persons performing any of the Work under a contract with the Contractor.
- F. The Contractor shall review, stamp with their approval and submit all samples and shop drawings as required and as directed for approval of the Town of Barnstable for conformance with the design concept and with the information given in the Contract Documents. The Work shall be in accordance with approved samples and shop drawings. Shop drawings must be received by the Project Manager at least four (4) days before Contractor needs them returned with approval. When Contractor needs plant material approved on site or at nursery, Contractor must give Owner's Project Manager at least four (4) days notice to allow for sufficient time for Owner's Project Manager to approve the material.
- G. The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by their operations. At the completion of the Work they shall remove all their waste materials and rubbish from and about the Project as well as their tools, construction equipment, machinery and surplus materials and shall clean all glass surfaces and shall leave the Work "broom clean" or its equivalent, except as otherwise specified. At the end of each workday, the Contractor will be responsible to secure the building openings being worked on in a manner satisfactory to the **School Facility Director, David Kanyock**.
- H. The contractor shall indemnify and hold harmless the Town and the Town of Barnstable and their agents and employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the Work, 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 of any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. In any and all claims against the Town of Barnstable 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 whose acts 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 Contractor of any Subcontractor under Workmen's Compensation acts, disability benefits acts or other employee benefits acts.
- I. The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor

with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the Town of Barnstable at once.

- J. The Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required when bids are received or negotiations concluded.
- K. The Contractor shall assure that all workers performing work under this contract have obtained certification for Occupational Safety and Health Administration (OSHA) training in accordance with Massachusetts General Law 30, Section 39S, as amended by Chapter 306 of the Acts of 2004, effective 7/1/06.

4. SUBCONTRACTS

- A. A Subcontractor is a person who has a direct contract with the Contractor to perform any of the work at the site.
- B. Unless otherwise specified in the Contract Documents or in the Instructions to Bidders, the Contractor, as soon as practicable after the award of the Contract, shall furnish to the Town of Barnstable in writing, a list of the names of Subcontractors proposed for the principal portions of the Work. The Contractor shall not employ any Subcontractor to whom the Town of Barnstable may have a reasonable objection. Contracts between the Contractor and the Subcontractor shall be in accordance with the terms of this Agreement and shall include the General Conditions of this Agreement insofar as applicable.

5. SEPARATE CONTRACTS

The Town of Barnstable has the right to let other contracts in connection with the Work and the Contractor shall properly cooperate with any such other contractors.

6. ROYALTIES AND PATENTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and shall save the Town of Barnstable harmless from loss on account thereof.

7. TIME

- A. All time limits stated in the Contract Documents are of the essence of the Contract.
- B. If the Contractor is delayed at any time in the progress of the Work by changes ordered in the Work, by labor disputes, fire, unavoidable casualties, or other Acts of God beyond the Contractor's control, then the Contract Time shall be extended by Change Order for such reasonable time as the Town of Barnstable may determine.

8. PAYMENTS

- A. Payments shall be made as provided under Special Conditions, Section 4.0.
- B. Payments may be withheld on account of 1) defective work not remedied, 2) claims filed, 3) failure of the Contractor to make payments properly to the Subcontractors or for labor, materials, or equipment, 4) damage to another contractor, 5) nonsubmission of required payroll and workforce documents, or 6) unsatisfactory prosecution of the Work by the Contractor.
- C. Final payments shall not be due until the Contractor has delivered to the Town of Barnstable a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Town of Barnstable indemnifying him against any lien.

- D. The making of final payments shall constitute a waiver of all claims by the Town of Barnstable except those arising from 1) unsettled liens, 2) faulty or defective Work appearing after Substantial Completion, 3) failure of the Work to comply with the requirements of the Contract Documents, or 4) terms of any special guarantee required by the Contract Documents. The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and still unsettled.

9. PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. They shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to 1) all employees on the Work and other persons who may be affected thereby 2) all the Work and all the materials and equipment to be incorporated therein, and 3) other property at the site or adjacent thereto. He shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss.

All damage or loss to any property caused in whole or in part by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the Contractor, except damage or loss attributable to faulty Drawings or Specifications or to the acts or omissions of the Town of Barnstable or anyone employed by either of them or for whose acts either of them may be liable but which are not attributable to the fault or negligence of the Contractor.

10. CONTRACTOR'S LIABILITY INSURANCE

The Contractor shall purchase and maintain such insurance as will protect them from claims under workmen's compensation acts and other employee benefit acts, for claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from the Contractor's operations under this Contract, whether such operations be by themselves or by any Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than any limits of liability specified as part of this Contract, or required by law, whichever is greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under Paragraph 4-3. Certification of such insurance shall be filed with the Town of Barnstable, to the attention of Risk Management, 230 South Street, Hyannis, MA 02601.

11. TOWN OF BARNSTABLE'S LIABILITY INSURANCE

The Town of Barnstable shall be responsible for purchasing and maintaining their own liability insurance and, at their option, may maintain such insurance as will protect them against claims which may arise from operations under this Contract.

12. CHANGES IN THE WORK

- A. The Town of Barnstable without invalidating the Contract may order Changes in the Work Consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by written Change Order signed by the Town of Barnstable or their duly authorized agent.
- B. The Contract Sum and the Contract Time may be changed only by Change Order.
- C. The cost or credit to the Town of Barnstable from a Change in the Work shall be determined by mutual agreement.

13. CORRECTION OF WORK

The Contractor shall correct any Work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the Work, and shall remedy

any defects due to faulty materials, equipment or workmanship which appear within a period of one year from the Date of Substantial Completion of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Document. The provisions of this Paragraph apply to Work done by subcontractors as well as to Work done by direct employees of the Contractor.

14. NON-DISCRIMINATION

All unions, vendors, and contractors which the Town of Barnstable deals with are notified that the Town of Barnstable is an equal employment opportunity employer and that the Town of Barnstable requires the utilization of employees, and referral of potential employees without regard to race, color, national origin, sex, handicap or age. All entities with contractual agreements with the Town of Barnstable are informed of the Town of Barnstable's policy and are required to initiate a program of non-discrimination.

15. WAGE RATES

Full compliance with applicable Federal, State and Municipal Wage Laws is required on all work done for the Town of Barnstable. Prevailing Wage Rates sheets issued for this specific project for the Town of Barnstable attached hereto applies to this requirement.

16. AFFIRMATIVE ACTION PROGRAM

The Town of Barnstable will require contractors and subcontractors involved in local municipal projects to abide by the Affirmative Action guidelines attached, which form a part of this contract, if applicable based on dollar threshold.

17. FORCE MAJEURE

The Contract shall be subject to Force Majeure considerations and in the event that either party hereto shall be prevented from the performance of any act required there under by reasons of strikes, lockouts, labor trouble, inability to procure materials, failure of power, fire, winds, Acts of God, riots, insurrections, war or other reason of a like nature not reasonable within the control of the party in performing any obligations shall be excused for the period of non-performance, and the period for the performance of such obligation shall be extended for an equivalent period for no additional cost to the Owner.

Continued failure to perform for periods aggregating sixty (60) or more days, even for causes beyond the control of the Contractor, shall be deemed to render performance impossible, and the Owner shall thereafter have the right to terminate this agreement in accordance with the provisions of the section entitled "Termination of Contract".

18. TERMINATION OF CONTRACT

Subject to the provisions explaining Force Majeure, if the Contractor shall fail to fulfill in a timely and satisfactory manner its obligations under this agreement, or if the Contractor shall violate any of the covenants, conditions, or stipulations of this agreement, which failure or violation shall continue for seven (7) business days after written notice of such failure or violation is received by the Contractor, then the Owner shall thereupon have the right to terminate this agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination.

Additionally, the Town, by written notice, may terminate this contract, in whole or in part, when it is in the Town's best interest. If this contract is terminated, the Town shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

END OF SECTION

SECTION 4

SPECIAL CONDITIONS

1. MEASUREMENT AND PAYMENT

A. Method of Payment to Contractor

1. The Contractor shall make monthly estimates of the materials complete in place and the amount of work performed in accordance with the Contract.
2. The estimates will be itemized on the sheets provided for review and approval by the Town and submitted prior to the twentieth of each month during the construction period. Each estimate will show the total value of the work done to date, the total money due the Contractor since the previous estimate and the money paid the Contractor to date. This estimate will be considered approximate only and shall be subject to correction on subsequent estimates.
3. Five percent (5%) of all payments due the Contractor for work done and materials furnished will be withheld until final completion of the work under the provisions of G.L. Ch. 30, Section 39G.
4. The acceptance by the Contractor of the final payment, including the retainage of five percent (5%), shall operate as a release to the Town of all claims and all liabilities to the Contractor for all work done or materials furnished in connection with the Contract, not including replacements of plant material or defects in work that arise over the one year maintenance period. Final payment shall be as provided in G.L. 30, Section 39G.
5. The payment to the Contractor of said final payment does not, however, release them or their sureties from any obligation under this Contract.

B. Town's Right to Withhold Payments

1. The Town may withhold from the Contractor so much of any approved payment due them as may, in the judgment of the Town, be necessary:
 - A. To assure payments of just claims then due and unpaid of any persons supplying labor or materials for the work:
 - B. To protect the Town from loss due to defective work not remedied; or
 - C. To protect the Town from loss due to injury to persons or damage to the work or property of other contractors, subcontractors or others, caused by acts or neglect of the Contractor or their sub-contractors.
2. The Town shall have the right as agent for the Contractor to apply any such amounts so withheld in such manner as the Town may deem proper to satisfy such claims or to secure such protection.
3. No payments shall be made to the Contractor by the Town until all payroll and workforce records for the period of the application have been submitted to the Town.

2. PARTIAL AWARD

- A. The Town of Barnstable reserves the right to award all or part of the Contract item stated in the specification or to reduce the amount of work under any item by agreement with the lowest eligible bidder.

3. INSURANCE REQUIREMENT

Indemnification

The Contractor /Consultant/Vendor shall indemnify, defend, and save harmless the TOWN, all of the TOWN officers, agents and employees from and against all suits and claims of liability of every name and nature, including attorney's fees and costs of defending any action or claim, for or on account of any claim, loss, liability or injuries to persons or damage to property of the TOWN or any person, firm, corporation or association arising out of or resulting from any act, omission, or negligence of the Contractor/Consultant/Vendor, subcontractors and their agents or employees in the performance of the work covered by this Agreement and/or their failure to comply with terms and conditions of this Agreement . The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the Contractor/Consultant/Vendor under contract with the TOWN.

2. General Requirements

(a) The Contractor shall, before commencing performance of the contract, be responsible for providing and maintaining insurance coverage in force for the life of the contract of the kind and in adequate amounts to secure all of the obligations under the contract and with insurance companies acceptable to the Town of Barnstable. All such insurance carried should not be less than the kinds and amounts designated herein, and the Contractor agrees that the stipulation herein of the kinds and limits of coverage shall in no way limit the liability of the Contractor to any such kinds and amounts of insurance coverage. Under all insurance coverage, required or not required by the Town, the Contractor shall defend, indemnify, and hold harmless the Town of Barnstable, its elected or duly appointed offices, directors and employees against any claim based upon negligent, accidental or intentional acts or omissions of the contractor, its employees or its agents in providing its services to employees of the municipality or their dependants pursuant to the agreement.

(b) With the exception of Professional Services Liability for architects, designers and engineers, and Worker's Compensation, the Town of Barnstable and its employees must be named as an additional insured and a certificate of insurance will be provided indicating such for each of the insurance policies or surety bonds obtained pursuant to the requirements established by the issuance of the contract. Upon execution of the contract the Contractor will provide copies of certificates of insurance to the Town of Barnstable, Procurement & Risk Management.

(c) Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this contract, and shall constitute sufficient grounds for immediate termination of the same. All insurance maintained as provided for in the above shall be taken out and maintained at the sole expense of the Contractor. Annually, at time of vendor's policy renewal, updated insurance certificates shall be sent to the Town of Barnstable, Procurement & Risk Management.

(d) No cancellations of such insurance, whether by the insurer or by the insured party shall be valid unless written notice thereof is given by the parties proposing cancellation to the other party and to the Town of Barnstable at least thirty (30) days prior to the intended effective date thereof, which date shall be expressed in said notice, and which shall be sent out by registered mail, return receipt requested. These provisions shall apply to the legal representatives, trustees in bankruptcy, receiver, assignee, and/or the successor in interest of the Contractor.

(e) All insurance coverage shall be placed with such company as may be acceptable to the Town of Barnstable and shall constitute a material part of the contract documents.

3. Comprehensive General Liability Insurance

The Contractor shall carry Commercial General Liability Insurance with an each occurrence limit of liability no less than One Million Dollars (\$1,000,000.00) and a general aggregate limit of liability no less than Two Million Dollars (\$2,000,000.00); and a Products/Completed Operations (**as may be required**) Aggregate limit no less than Two Million Dollars (\$2,000,000.00) for all injury and damages to or destruction of property during the policy period.

4. **Automobile Liability and Property Damage Insurance**

The Contractor shall carry business Automobile Liability Insurance covering all owned vehicles with a combined single limit no less than One Million Dollars (\$1,000,000.00) to cover all damage caused by contracted employees of the awarded Contractor. Level of insurance must adequately cover the liability exposure of project site and is subject to Town of Barnstable Risk Manager approval.

5. **Workers' Compensation Insurance**

The Contractor shall carry Workers' Compensation Insurance as required by Massachusetts General Law, c. 152, and Section 25, with a minimum limit of Employer's Liability as per Massachusetts General Law requirements.

6. **Other Liability (as may be necessary)**

(a) The Town of Barnstable reserves the right to request proof of other insurance coverage depending upon the job for which the Contractor is hired.

(b)The aforementioned insurance coverages shall remain in full force and effect throughout the period of the contract. Similar insurance coverage shall be provided by or in behalf of any subcontractor to cover their operations with the same minimum limits as required of the Contractor. Contractor's insurance shall be primary insurance to all insurance carried by Owner.

END OF SECTION

SECTION 5

PROPOSAL SUBMITTAL REQUIREMENTS

The following pages in Section 5 must be filled out in their entirety by the Bidder and submitted with the bid. Additionally 5% bid deposit is required with your bid submittal in the form of a bid bond, bank or certified check.

Form for General Bid	Page 18
State Tax Certification Clause	Page 19
Certificate of Non-Collusion	Page 19
OSHA Certification	Page 20
Reference Sheet	Page 22

Note: 50% Payment Bond is required with the signed contract.

REQUIRED BID SUBMITTAL FORM

Barnstable School District – Barnstable United Elementary School Hot Water Circulation Pump Replacements Project

FORM FOR GENERAL BID

To: Town of Barnstable, Awarding Authority

From: _____ Contractor

A. Base Bid: The undersigned proposes to furnish all labor and materials required for the, **Barnstable School District – Barnstable United Elementary School Hot Water Circulation Pump Replacements Project**, Town of Barnstable, Massachusetts, in accordance with accompanying plans and specifications as specified herein for the lump sum price of:

_____ dollars (\$_____).

B. This bid includes addenda numbered _____.

C. The undersigned agrees that, if he is selected as general contractor, he will within five (5) 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 labor and materials payment bond, each of 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.

D. 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 and that he will comply fully with all laws and regulations applicable to awards made subject to section forty-four A of Chapter 149 of the Massachusetts General Laws.

E. The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word “person” shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

Date: _____

Name of Bidding Concern: _____

By: _____

(Signature)

(Print Name & Title of Person Signing Bid)

(Business Address)

(City and State)

Telephone _____

Fax _____

e-mail address _____

REQUIRED BID SUBMITTAL FORM

TOWN OF BARNSTABLE

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this 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.

FIRM _____	SIGNATURE _____
ADDRESS _____	NAME (print) _____
_____	TITLE _____
TELEPHONE _____	DATE _____

STATE TAX CERTIFICATION CLAUSE

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all State Tax returns and paid all State Taxes under law.

_____	By: _____
* Signature of Individual or Corporate Name (Mandatory)	Corporate Officer (Mandatory, if applicable)

**Social Security No. (Voluntary)
or Federal Identification No.

* Approval of a contract or other agreement will not be granted unless this certification clause, is signed,

Your Social Security Number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency **will not have a contract or agreement issued, reviewed, or extended. This request is made under the authority of Mass. G.L. 62C, S.49A.

REQUIRED BID SUBMITTAL FORM

Town of Barnstable Procedures OSHA Training Certification of contractors

As of July 1, 2006, the Town of Barnstable will comply with the amended MGL chapter 30 section 39s "Contracts for Construction: Requirements" as follows.

The Town of Barnstable in all bids and contracts that fall under the application of this law, as amended, will require bidders and/or contractors to comply with the requirements of certifying that they and their employees have complied with MGL chapter 30 section 39s. This law requires successful completion of a 10 hour OSHA safety training course prior to working on the Town's worksite or in the work subject to the bid or contract.

The Town will reject any bids that do not include proper certification submitted with the bids at the posted time for bid opening, however, the town may, at its sole discretion, allow up to two (2) working days for the contractor to submit the required certification. In those cases where contracts are offered without using the sealed bid process, the same certification will be due upon contract signing.

It is expected that the contractor, by signing the certification form provided with the bid is fully meeting the language of the law, as amended, and that they are accepting the responsibilities to comply with the law for the full term of the work.

The Town of Barnstable will pay certified payrolls that are deemed complete. The statute indicates that with the first certified payroll submitted to the Town, documentation must be provided that each employee on the payroll documents submitted to the Town has successfully completed the OSHA training.

Any employee whose name does not appear on the first certified payroll must submit certification with the first payroll they do appear on. Failure to provide full documentation may result in a delay in payment to the vendor as the packet submitted for payment would be determined to be incomplete.

Any employee found on a worksite subject to this section without documentation of successful completion of 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 shall be subject to immediate removal.

This certification requirement will go into effect for any bids received or contracts awarded after July 1, 2006 in accordance with MGL 30 39s as amended by Chapter 306 of the Acts of 2004.

REQUIRED BID SUBMITTAL FORM

**CERTIFICATION
OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) TRAINING**

In accordance with Massachusetts General Law 30: Section 39S, as amended by Chapter 306 of the Acts of 2004, effective 7/1/06, for all contracts for the construction, reconstruction, alteration, remodeling or repair of any public work or the construction, reconstruction, installation, demolition, maintenance or repair of any public building estimated to cost more than \$10,000. the Contractor hereby certifies to the following:

(a) (1) that 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; (2) 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 (3) that all employees to be employed in the work subject to this bid 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.

(b) Any employee found on a worksite subject to this section without documentation of successful completion of 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 shall be subject to immediate removal.

(c) The attorney general, or his designee, shall have the power to enforce this section including the power to institute and prosecute proceedings in the superior court to restrain the award of contracts and the performance of contracts in all cases where, after investigation of the facts, he has made a finding that the award or performance has resulted in violation, directly or indirectly, of subsection (b), and he shall not be required to pay to the clerk of the court an entry fee in connection with the institution of the proceeding.

The undersigned hereby certifies under the penalties of perjury to the above:

Company: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

Telephone: _____ **Fax:**

REQUIRED BID SUBMITTAL FORM

REFERENCES

BIDDER NAME: _____

Bidders must provide a list of at least 5 references to which recent similar projects have been completed, along with a name of a contact person and phone numbers. (municipalities desired, if applicable)

1. Town: _____ Project Date: _____
Contact: _____ Phone: _____
Project Value and Description: _____

2. Town: _____ Project Date: _____
Contact: _____ Phone: _____
Project Value and Description: _____

3. Town: _____ Project Date: _____
Contact: _____ Phone: _____
Project Value and Description: _____

4. Town: _____ Project Date: _____
Contact: _____ Phone: _____
Project Value and Description: _____

5. Town: _____ Project Date: _____
Contact: _____ Phone: _____
Project Value and Description: _____

Section 6

TOWN OF BARNSTABLE MINORITY / WOMEN BUSINESS PARTICIPATION REQUIREMENTS

(Not applicable to bid submittals \$100K or less)

The Town of Barnstable Minority Business Enterprise (MBE) and Women's Business Enterprise (WBE) policy is applicable to the total dollars paid to the construction contract for all award greater than \$100,000.00. In the event that your bid submittal is greater than \$100,000.00, MBE/WBE participation requirements will apply. In that case, the "Fair Share" construction goal for this project is a minimum of 7.4% MBE participation and 4% WBE participation by SOMWBA state-certified MBEs and WBEs. Bidders must meet these participation percentages as part of their proposal and shall submit a "Schedule for Participation by MBE and WBE" with accompanying Letters of Intent by each MBE/WBE subcontractor proposed to be used by the Bidder along with a copy of their certification letter. (CC Form 1 and CC Form 2 provided the Town of Barnstable MBE/WBE Policy dated 3/6/2008 available under separate cover). It is preferred that these documents accompany your bid submittal, however, no later than five (5) working days after the bid opening, the apparent low bidder shall submit these documents to the Purchasing Agent/Contract Compliance Officer. A request for a reduction or waiver of these requirements will not be considered unless the request for reduction or waiver and required supporting documentation is submitted in accordance with the Town's MBE/WBE Policy (Attachment C) **PRIOR** to the bid due date. If a reduction or waiver is granted, an addendum to the invitation for bid shall be issued and forwarded to all holders of the bid documents.

See Town of Barnstable, Minority/Women Business Enterprise Plan (MBE/WBE) dated 3/6/2008 for forms and complete requirements. Available as part of the bid documents on the Bid & RFP system on the Town's website or from the Purchasing Agent/Contract Compliance Officer, Johanna Boucher (508) 862-4741.

End of Section

SECTION 7

PREVAILING WAGE RATES

Prevailing wages apply to this project.

(see prevailing wage sheets as a separate attachment to this Invitation for Bid)

**WEEKLY PAYROLL RECORDS REPORT
& STATEMENT OF COMPLIANCE**

In accordance with Massachusetts General Law Chapter 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 had been provided (Form CC-10) 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.

In addition, every contractor and subcontractor is required to submit a copy of their weekly payroll records to the awarding authority. For every week in which an apprentice is employed, a photocopy of the apprentices' identification card must be attached to the payroll report. This is required to be done on a weekly basis. Once collected, the awarding authority is also required to preserve those records for three years.

In addition, each such contractor, subcontractor or public body shall furnish to the awarding authority directly, within fifteen days after completion of its portion of the work a statement executed by the contractor, subcontractor or public body who supervises the payment of wages, in the following form:

STATEMENT OF COMPLIANCE	
_____, 2014__	
I, _____,	_____
(Name of Signatory Party)	(Title)
do hereby state:	
That I pay or supervise payment of the persons employed by	
_____ on the _____	_____
(Contractor, subcontractor, or public body)	(Building or Project)
and that all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said project have been paid in accordance with wages determined under the provisions of sections twenty-six and twenty-seven of chapter one hundred and forty-nine of the General Laws.	
Signature _____	
Title _____	

DEPARTMENT OF OCCUPATIONAL SAFETY, 100 CAMBRIDGE ST., 11TH FLOOR BOSTON, MA 02202

Note: OSHA certifications must be submitted with the certified payrolls for all workers during the first week they work on a project.

SECTION 8

TOWN OF BARNSTABLE, MASSACHUSETTS
AGREEMENT BETWEEN CONTRACTOR AND TOWN OF BARNSTABLE

THIS AGREEMENT, made this _____ day of _____ 2014 by and between the TOWN OF BARNSTABLE, SCHOOL DEPARTMENT, Massachusetts, hereinafter called Town of Barnstable, and _____ with legal address and principal place of business at _____

hereinafter called Contractor:

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the TOWN OF BARNSTABLE, the CONTRACTOR hereby agrees with the TOWN OF BARNSTABLE to commence and complete **Barnstable School District – Barnstable United Elementary School Hot Water Circulation Pump Replacements Project**, hereinafter called the Project, for the consideration set forth in the Proposal and all extra work in connection therewith, under the terms as stated in the General and Supplemental General Conditions of the Contract; and at their own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintending, labor, insurance, and other accessories and services necessary to complete said Project in accordance with the conditions and prices stated in the Proposal dated _____ and the Construction Specifications/Invitation for bid dated _____, all of which are made a part hereof and collectively evidence and constitute the Contract.

Work Schedule - Work shall be completed _____. Installation may begin upon Notice to Proceed.

Contract Value - \$ _____

Force Majeure - The Contract shall be subject to Force Majeure considerations and in the event that either party hereto shall be prevented from the performance of any act required there under by reasons of strikes, lockouts, labor trouble, inability to procure materials, failure of power, fire, winds, Acts of God, riots, insurrections, war or other reason of a like nature not reasonable within the control of the party in performing any obligations shall be excused for the period of non-performance, and the period for the performance of such obligation shall be extended for an equivalent period for no additional cost to the Owner. Continued failure to perform for periods aggregating sixty (60) or more days, even for causes beyond the control of the Contractor, shall be deemed to render performance impossible, and the Owner shall thereafter have the right to terminate this agreement in accordance with the provisions of the section entitled "Termination of Contract".

Termination of Contract - Subject to the provisions of the section explaining Force Majeure, if the Contractor shall fail to fulfill in a timely and satisfactory manner its obligations under this agreement, or if the Town shall violate any of the covenants, conditions, or stipulations of this agreement, which failure or violation shall continue for seven (7) business days after written notice of such failure or violation is received by the contractor, then the municipality shall thereupon have the right to terminate this agreement by giving written notice to the contractor of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Additionally, the Town, by written notice, may terminate this contract, in whole or in part, when it is in the Town's best interest. If this contract is terminated, the Town shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Insurance - The Contractor shall maintain insurance with minimum limits as defined in the Invitation for Bid, Section 4, Special Conditions for the entire duration of the project work to be performed, and provide a certificate of insurance with the Town of Barnstable named as an additional insured. Renewal certificates of insurance must be submitted to the Town of Barnstable, Risk Management, 230 South St., Hyannis, MA 02601 on a yearly basis.

Governing Law – This contract is governed by the laws of the Commonwealth of the State of Massachusetts.

Massachusetts General Law Chapter 149 and 30 S.39M hereby apply to this contract. Prevailing wages dated _____ apply to this contract. The contractor shall submit weekly certified payrolls with invoices to Barnstable School Maintenance, Attn: David Kanyock, 835 Falmouth Rd., Hyannis, MA 02601. OSHA 10 certification is required for all employees and subcontractors performing work on the job site. A fifty percent (50%) payment bond is required with the signed contract.

THE TOWN OF BARNSTABLE agrees to pay the Contractor for the performance of the Contract, subject to additions and deductions, as provided in the General Conditions of the Contract, and to make payments on account thereof as provided in Article 1 MEASUREMENT AND PAYMENT of the Special Conditions.

The total payment shall not exceed this contract amount of \$ _____, without the written authorization of the Town of Barnstable.

IN WITNESS WHEREOF, the parties to these present have executed this Contract in the year and day first above mentioned.

Approved as to form:

By:

William Butler, School Attorney

CONTRACTOR

By: BARNSTABLE SCHOOL DEPARTMENT

School Committee Chair

As required by Chapter 693 of the Acts of 1964, this is to certify that the Town of Barnstable, Massachusetts has an appropriation which is adequate to cover the cost of this contract:

By:

Gareth Markwell, Deputy Finance Director

The Certificate shall be signed by the auditor or accountant or other officer having similar duties of the Town of Barnstable, Massachusetts and the official title noted below the signature.

SECTION 9

LABOR AND MATERIALS PAYMENT BOND

LABOR AND MATERIALS PAYMENT BOND

KNOWN ALL MEN AND WOMEN BY THESE PRESENT, THAT:

_____ as principal, and

_____ as surety, are held and firmly bound unto the Town of Barnstable, Hyannis, Massachusetts in the sum of:

lawful money of the United State of America, to be paid to the Town of Barnstable, Hyannis, Massachusetts, for which payments, well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principal has made a contract with the Town of Barnstable, Hyannis, Massachusetts, bearing the date of _____ of _____, 2014, for the construction project:

BUE Pump Rebuild and Refurbishment Project

Now the condition of this obligation is such that if the principal shall pay for all labor performed or furnished and for all materials used or employed in said contract and in any and all duly authorized modifications, alterations, extensions of time, changes or additions to said contract that may hereafter be made, notice to the surety of such modifications, alterations, extensions of time, changes or additions being hereby waived, the foregoing to include any other purpose or items set out in, and subject to, the provisions of Massachusetts General Laws, Chapter 30, Section 39A, and Chapter 149, Section 29, as amended, then this obligation shall become null and void; otherwise it shall remain in full force and virtue.

IN WITNESS THEREOF, we hereunto set our hands and seals this

_____ day of _____, 2014.

(Seal)

By: _____

By: _____

SECTION 10

PERFORMANCE BOND

RESERVED - NOT REQUIRED

SECTION 11

ACCEPTANCE OF BID

**TOWN OF BARNSTABLE
BARNSTABLE SCHOOL DEPARTMENT**

_____, 2014

_____ is hereby notified that their bid for the _____ project for the Barnstable School Department in accordance with Invitation for Bid dated _____ and bid submitted dated _____ in the amount of \$ _____ has been accepted.

It is requested that acknowledgement of this ACCEPTANCE be indicated by endorsement here on, and the original be returned to the Purchasing Department, 230 South Street 3rd Floor, Hyannis, MA 02601.

A formal contract will be drawn up based on the terms of the Invitation for Bid documents offered through the Procurement Office, subject to final approval by the School Department.

Barnstable School Committee Chair

TO: Purchasing Department
Johanna F. Boucher, Fax 508-862-4779
230 South Street, 3rd Floor
Hyannis, MA 02601

Receipt is hereby acknowledged for the above **ACCEPTANCE OF BID**.

BY: _____
Signature

DATE: _____

PRINT NAME: _____ TITLE: _____

SECTION 12

APPLICATION & CERTIFICATION FOR PAYMENT

CONTRACT # _____

TITLE: **Barnstable School District – Barnstable United Elementary School Hot Water Circulation Pump Replacements Project**

CONTRACTOR Name and Address:

TO: Town of Barnstable, School Department
David Kanyock, School Facility Director
835 Falmouth Road
Hyannis, MA 02601

Application Date _____

Period From _____ To _____

NOTE: In order to receive payment for the monthly period covered by this application, this form shall be delivered to the Town of Barnstable on the third Monday of each month or the working day immediately preceding. Amounts not so applied for shall carry over to the next scheduled billing period.

CHANGE ORDER SUMMARY

Number	Date		
TOTALS			

ORIGINAL CONTRACT SUM \$ _____

Net Change by Change Order \$ _____

Contract Sum to Date \$ _____

TOTAL COMPLETED TO DATE \$ _____

Retainage \$ _____

Total Earned Less Retainage \$ _____

Less Previous Certificates for Payment. \$ _____

Current Payment Due \$ _____

The undersigned certifies that the work covered by this application has been completed in accordance with the Contract Documents, that all amounts have been paid by them for Work and Materials for which previous Certificates for Payments have been issued and payments received from the Town of Barnstable, that all Contractor and Sub-contractor payroll data for the time period covered by this application has been submitted to the Town and that the current payment shown herein is now due

CONTRACTOR:

BY: _____ DATE: _____

SECTION 13
TOWN OF BARNSTABLE
HYANNIS, MA 02601
(508) 862-4741

TAX EXEMPTION NUMBER

Date: _____

TO WHOM IT MAY CONCERN:

This is to certify that whenever _____ -

purchases material and supplies for projects awarded by bid for the Town of Barnstable, all materials used on these projects are tax exempt.

Our Tax Exempt number is: **E-046-001-079**.

SECTION 14

TOWN OF BARNSTABLE CHANGE ORDER

CHANGE ORDER NO. _____ DATE: _____

CONTRACT NO. _____ PROJECT NO. _____

CONTRACT TITLE: **Barnstable United Elementary School Hot Water Circulation Pump Replacement Project Project**

CONTRACTOR'S NAME: _____

CONTRACTOR'S ADDRESS: _____

PREVIOUS CONTRACT AMOUNT	\$ _____
AMOUNT OF THIS ORDER (decrease) (increase)	\$ _____
REVISED CONTRACT AMOUNT	\$ _____

An (increase) (decrease) (no change) of _____ days in the contract is hereby authorized.

This order covers the contract modification hereunder described:

The work covered by this order shall be performed under the same terms and conditions as included on the original construction contract.

Change Approved:

By: _____

Contractor

Title: _____

Date: _____

BARNSTABLE SCHOOL DEPARTMENT

By: _____

School Facility Director/Project Manager

Date: _____

By: _____

School Committee Chairman

Date: _____

By: _____

Gareth Markwell, Deputy Finance Director
Verifies that funds are available for this Change Order

Date: _____

SECTION 15
TOWN OF BARNSTABLE
NOTICE TO PROCEED

DATE: _____,2014

SUBJECT:

Barnstable United Elementary School Hot Water Circulation Pump Replacement Project

To:

1. You are hereby given formal NOTICE TO PROCEED in accordance with the provisions of the subject contract.
2. It is requested that acknowledgment of this NOTICE be indicated by endorsement hereon, and that the original be returned to this office. The duplicate should be retained in your office files.

David Kanyock, School Facility Director

FIRST ENDORSEMENT

TO: Town of Barnstable
Attn: David Kanyock, School Facility Director
835 Falmouth Road
Hyannis, MA 02601

Receipt is hereby acknowledged of the above **NOTICE TO PROCEED** for this contract

By: _____

Date: _____

Barnstable Public Schools
Barnstable United Elementary School
Heating/Cooling Water Circulation Pump Rebuild & Refurbishment

Scope of services:

- Rebuild and refurbish three (3) main water circulating pumps and motors. Pump/motor information is as follows:
 - Manufacturer: Bell Gossett
 - Pump Model: 6X6X121
 - Pump ID # 439
 - Pump Power Rating: 30 HP
 - Pump Speed: 1750 RPM
 - Capacity: 480 GPM

- Pump rebuild to include bearings, seals, balancing and laser alignment.

- Reinsulate all circulating pump housings and lines.

- Clean, prep and repaint all pump bases.

Notes:

1. All work warranted for a period of two years.
2. All work to be substantially complete by October 15, 2014.
3. Prevailing Rates do apply.
4. A minimum of 3 references is required.
5. Certificate of insurance is required.
6. All personnel must submit to a CORI check.