

Town of Shutesbury
1 Cooleyville Rd.
Shutesbury, MA 01072
September 8, 2021

Fire Station Parking Lot Paving/Blacktopping

The Shutesbury Fire Chief is seeking written quotes for the **Shutesbury Fire Station Parking Lot Paving** project as described in the BID Specs below. Bids will be taken under advisement for review by the Town Administrator, Highway Department and Fire Department. Bids are due September 29, 2021. The project includes all parts, material, transportation, equipment, labor and clean-up.

The Fire Station is located at 42 Leverett Road in the Town of Shutesbury.

BID Specs: Fire Station, 42 Leverett Road, Parking Lot Paving project

Blacktop entire driveway/parking area of Fire Station, to include all four sides. See attached sketch. The area to be covered is approximately 16,800 +/- square feet. The bidder is responsible for measuring the area and making calculations of required materials before bidding.

A base coat of at least 1 1/2" thickness shall be applied and rolled, with a top coat of at least 1 1/2" applied and rolled, or as recommended by the bidder/contractor. The base coat shall be rolled and allowed to set overnight before top coat is applied thus requiring the project to be performed over a two day period.

There are 5 large apparatus bay doors and two man doors on the building in the paved areas. The finished grade of the applied pavement must be at least 1 inch but shall not exceed 2" below the level of the cement floor at the apparatus bay door openings.

An asphalt berm or curbing shall be installed along the West perimeter of the driveway/parking lot to aid in diverting storm water runoff from directly entering the adjacent wetland.

There are five (5) ground water test wells that are located within the paved area that shall be maintained.

All existing old blacktop material will be removed and hauled away by the Town Highway Department. Final grading and preparation will also be done by the Town Highway Department prior to new paving being started. Confirmation of grade (especially at apparatus bay doors) is the responsibility of the contractor being awarded the bid and should be performed before any paving is started.

All work performed, either by the Town or the contractor, shall comply with the Conservation Commission's Order of Conditions titled Attachment 'A' "DOA Special Conditions 07.08.2021"

Bid Submission

Please submit the bid titled "**Shutesbury Fire Station Paving Project**" by email to townadmin@shutesbury.org, or hand-delivered to the Town Hall at One Cooleyville Road or mail to: Town Administrator, Town of Shutesbury, 1 Cooleyville Rd., P.O. Box 276, Shutesbury, MA 01072.

Bids are due September 29, 2021 by 4:00pm.

Contact Town Administrator Rebecca Torres at 413-259-1214 for more information. To arrange for an inspection of the site contact Fire Chief Walter Tibbetts at 413-259-1211(station) or 413-687-4158 (Cell).

If contract awarded is over \$25,000 a 50% payment bond is required when contract is signed.

Bidders are required to sign non-collusion and tax compliance statements. Prevailing wage applies. Bidder shall show proof of and at all times maintain in full force and effect Employer's Liability, Workers Compensation, Public Liability, and Property Damage Insurance.

The Town of Shutesbury reserves the right to reject any and/or all bids and to waive minor informalities or allow the bidder to correct them if it is in the best interest of the town. The successful bidder will be notified of the award approximately seven days after the bid opening.

BID FORM SHUTESBURY FIRE STATION PAVING PROJECT

To: Shutesbury Town Administrator, P.O. Box 276, 1 Cooleyville Rd., Shutesbury, MA 01072

From: Name and address of submitting contractor:

- A. The contractor certifies that he/she will provide the materials, labor, equipment, supplies and all other items necessary to fulfill the contract.
- B. The proposed total bid price is \$
- C. The undersigned agrees that, if selected as Contractor, within ten (10) days after receipt of the Notice of Intent to Award from the Town Administrator a performance bond and insurance certificate will be provided and a contract executed in accordance with the terms of the bid.
- D. The undersigned further certifies under the pains and penalties of perjury that this bid is in all respects bona fide, fair, and made without collusion or fraud with any natural person, joint venture, partnership, corporation, or other business of legal entity.
- E. Pursuant to M.G.L., Ch. 62C, Section 49A, the undersigned certifies under the pains and penalties of perjury that the Contractor, to the undersigned's best knowledge and believe, have filed all state returns and paid all state taxes as required under law.

Date: _____

By: _____
(Signature)

(General Bidder)

(Business Address)

(Title)

(City, State & Zip)

Attachment A—(1) Certificate As to Corporate Bidder; (2) Certificate as to Payment of State Taxes; (3) Certificate of Non-collusion; and (4) Certificate of Fair labor practices

(1) CERTIFICATE AS TO CORPORATE BIDDER

I, _____ certify that I am the _____ of the corporation named as Bidder in the Bid included herein, that _____, who signed said Bid on behalf of the Bidder was then _____ of said corporation, that I know his signature, that his signature thereon is genuine and that said Bid was duly signed, sealed and executed for and in behalf of said corporation by authority of its governing body.

(Corporate Seal)

(Secretary-Clerk)

Dated: _____

(3) CERTIFICATE AS TO PAYMENT OF STATE TAXES

Pursuant to M.G.L. Ch. 62C, sec. 49A, 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 required under law.

Social Security Number or
Federal Identification Number

Signature of Individual or Corporate
Name

By: _____
Corporate Officer (if applicable)

(3) 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.

(Name of person signing bid or proposal)

(Name of Business)

(4) CERTIFICATE OF FAIR LABOR PRACTICES

The undersigned certifies under penalties of perjury that in accordance with Section 504 of the (Federal) Rehabilitation Act of 1973 and 31 Code of Federal Regulations, Part 51, his/her company does not discriminate on its employment, procurement and marketing activities on the basis of race, creed, color national origin, sex, handicap or age.

(Name of person signing bid or proposal)

(Name of Business)

**STANDARD CONTRACT
TOWN OF SHUTESBURY
1 Cooleyville Road, Shutesbury, MA 01072**

CONTRACT FOR: _____ Fire Dept Parking Lot Paving Project _____

This Contract is made this _____ of _____, by and between the Town of Shutesbury, a municipal corporation located within the Commonwealth of Massachusetts, acting through its Chief Procurement Officer (hereinafter, the "Town"), and _____, a company with a business address at _____

_____.

**ARTICLE I
SCOPE OF SERVICES**

The Contractor shall furnish Paving Services as requested in a bid requested by the Town on September 8, 2021. Contract documents shall include this Contract; the Town's Request for Bid; insurance certificates; Specifications and any addenda and Payment Bond; and all of which are incorporated herein by reference.

**ARTICLE II
TERM OF CONTRACT**

This Contract shall be effective as of the date first written above and shall terminate November 30, 2021_____.

**ARTICLE III
COMPENSATION**

1. **Contract Sum:** The Town shall pay the Contractor in current funds for the performance of the work described in the Scope of Services at the price quoted, for a Contract Sum not to exceed the prices quoted on _____, 2021, for the amount of \$_____.
2. **Payment Schedule:** Compensation for the services pursuant to this Contract shall be paid on proper acceptance by the Town of the services provided pursuant to the Specifications.

**ARTICLE IV
AFFIRMATIVE ACTION**

The parties hereto agree that it shall be a material breach of this Contract for the Contractor to engage in any practice which shall violate any provision of Massachusetts General Laws, Chapter 151B, relative to discrimination or privileges of employment on basis of race, color, religion, sex, national origin, ancestry, age, sexual orientation or disability.

ARTICLE V
COMPLIANCE WITH LAWS

The Contractor shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the services provided pursuant to this Contract, and shall be responsible for obtaining all necessary licenses, permits, and approvals.

To the extent that the Contractor is responsible for wages, benefits, overtime wages or other labor related costs, expenses or penalties as a result of applicable laws, the Contractor shall be and is solely responsible for such wages, other labor related costs, expenses and/or penalties and the Town shall not have any responsibility to make any such payment, and further the Contractor shall indemnify and hold the Town harmless for all such wages, labor costs, expenses and/or penalties, including, but not limited to, any determination or judgment related thereto and any attorney's fees incurred by the Town in relation thereto or the defense thereof.

ARTICLE VI
INCORPORATION OF G. L.

This Contract shall be considered to include all terms required to be included by the General Laws of the Commonwealth of Massachusetts, as amended, and any other laws as though such terms were set forth in full herein, to the extent that the same are applicable to this Contract and the Contractor.

ARTICLE VII
INDEPENDENT CONTRACTOR

The Contractor acknowledges and agrees that it is acting as an independent Contractor for all work and services rendered pursuant to this Contract, and shall not be considered an employee or agent of the Town for any purpose.

ARTICLE VIII
TOWN'S LIABILITY

The Town's liability under this Contract shall be to make all payments when they shall become due, and the Town shall be under no further obligation or other liability. Nothing in this Contract shall be construed to render the Members of the Board of Selectmen, the Board of Health, or any other officer of the Town, or their successors in office, personally liable or any obligation under this Contract.

ARTICLE IX
INDEMNIFICATION

The Contractor shall indemnify and hold harmless the Town, its officers, boards, agents and employees from any loss, damage, cost, charge, expense or claim for injury to person or property, which may be made as a result of any act, omission or default on the part of

the Contractor, or any of its agents or employees, and will pay promptly on demand all costs and expenses of the investigation thereof, including attorney's fees and expenses. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Contractor, a sufficient amount to protect the Town against such claims, costs and expenses.

ARTICLE X **INSURANCE**

The Contractor shall be responsible to the Town or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees or agents in the performance of, or as a result of, the work under this Agreement. The Contractor, on behalf of itself and any subcontractors used, hereby certifies that the Contractor and such subcontractors are insured for workers' compensation, and claims on account of property damage, bodily injury, personal and product liability. The Contractor and all subcontractors it uses shall purchase, and maintain in full force and effect insurance policies in the amounts here indicated.

General Liability

Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability	\$1,000,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Automobile Liability

Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability	\$1,000,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

Professional Liability Insurance

Minimum Coverage \$1,000,000 per claim.

Prior to commencement of any work under this Agreement, the Contractor shall provide the Town with Certificates of Insurance which include the Town as an additional named insured for the General Liability and Automobile Liability policies and which include a thirty day notice of cancellation to the Town.

ARTICLE XI **ASSIGNMENT**

The Contractor shall not assign, sublet or otherwise transfer the work required under this Contract, in whole or in part, without the prior written consent of the Town, and shall not, either legally or equitably assign any or the moneys payable under this Contract, except by and with the written consent of the Town.

ARTICLE XII
INSPECTION AND REPORTS

The Town shall have the right at any time to inspect the equipment and premises of the Contractor, including the right to enter upon any property owned or occupied by the Contractor, whether situated within or beyond the limits of the Town. Whenever requested, the Contractor shall immediately furnish to the Town full and complete written reports of his operation under this Contract in such detail and with such information as the Town may request.

ARTICLE XIII
TERMINATION FOR CAUSE

If at any time during the term of this Contract the Town determines that the Contractor has breached the terms of this Contract by negligently or incompetently performing the work, or any part thereof, or by failing to perform the same, to the satisfaction of the Town, or by not complying with the direction of the Town or its agents, or by otherwise failing to perform this Contract in accordance with all of its terms and provisions, the Town shall notify the Contractor in writing stating therein the nature of the alleged breach and directing the Contractor to cure such service breach within ten (10) days. The Contractor specifically agrees that it shall indemnify and hold harmless the Town as provided in Article IX from any loss, damage, costs, charge, expense or claim arising out of or resulting from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the Contractor fails to cure said breach within ten (10) days, the Town may, at its election at any time after the expiration of said ten (10) days, terminate this Contract by giving written notice thereof to the Contractor specifying the effective date of the termination. Such termination shall not prejudice or waive any rights or action which the Town may have against the Contractor because of any default or failure in performance of this Contract up to the date of such termination, and the Contractor shall be liable to the Town for any amount which it may be required to pay in excess of the Contract Sum provided herein in order to complete the work specified herein in a timely manner.

ARTICLE XIV
NOTICE

Any and all notices, or other communications required or permitted under this Contract, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party.

Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.

ARTICLE XV
SEVERABILITY

If any term or condition of this Contract or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

ARTICLE XVI
GOVERNING LAW

This Contract shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the Contractor submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Contract.

ARTICLE XVII
ENTIRE AGREEMENT

This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

ARTICLE XVIII
REAP STATEMENT

The Contractor shall sign the following statement: Pursuant to Massachusetts General Laws, Chapter 626, Section 49A, I certify under penalties of perjury that I have filed all State Tax Returns and paid all State Taxes required under the Law.

(signature of individual or Corporate name - Corporate Officer)

Social Security # or FIN #

EXECUTION

TOWN OF SHUTESBURY:
(By Chair of the Selectboard)

Date

CONTRACTOR:

(Company)

(Signature of Authorized Individual/Corporate Officer)

(address)

(city)

(state)

(telephone number)

(fax number)