



**TOWN OF HAMILTON**  
**DEPARTMENT OF PUBLIC WORKS**  
577 Bay Road  
P. O. Box 429  
Hamilton, MA 01982

TEL. (978) 468-5580  
FAX (978) 468-2682

**INVITATION TO BIDDERS**

The Town of Hamilton will receive sealed bids for "Railing Replacements". Prevailing Wage Laws apply to this bid.

Bids shall be submitted to the Town Clerk's Office of the Town of Hamilton, Town Hall, 577 Bay Road Hamilton, MA 01982 and shall be clearly marked "Bid #14-3 "Railing Replacements". Bids will be received until 11:45 AM on Thursday, June 4, 2014 at which time they will be publicly opened and read in the Office of the Board of Selectmen. All bids must be submitted in the format provided in the bid package.

Solicitations, amendments, clarifications, changes or updates will be posted to the TOWN's webpage [www.hamiltonma.gov](http://www.hamiltonma.gov). It is the responsibility of prospective proposers and/or bidders to check the Town of Hamilton's website for new information including any addenda or modifications to any solicitation.

In the case where the bid opening location shall be shut down as the result of an emergency, the bids will be due and opened at the same time and location on the 1st business day the building is able to re-open.

A bid deposit in the amount of 5% of the total amount of the bid shall be furnished with the bid in the form of cash, certified check, treasurer's or cashier's check issued by a responsible bank or trust company, or in a form of a bid bond executed by a surety company authorized to do business in the Commonwealth of Massachusetts, made payable to the Town of Hamilton.

The Town of Hamilton reserves the right to accept or reject any and all bids, or any portion of any bid, deemed to be in the best interest of the Town.

The Contract period will run from June 5, 2014 through October 30, 2014

RECEIVED  
TOWN CLERK'S OFFICE  
HAMILTON, MA  
2014 MAY 13 PM 3 40



# TOWN OF HAMILTON

## DEPARTMENT OF PUBLIC WORKS

### TERMINOLOGY

The following terms, references and conventions have the meaning indicated.

Terms in Use	General Meaning
TOWN	Town of Hamilton
Director of Public Works	A TOWN's Authorized Representative or his/her designee
Engineer	The Municipality's manager of the work performed under the Contract
Superintendent	The Municipality's manager of the work performed under the Contract
DPW	The Municipality's department responsible for directing the work performed under the Contract
Low Bidder(s)	The Lowest Responsive and Responsible Bidder with whom a Contract has or may be executed
Successful Bidder(s)	The Lowest Responsive and Responsible Bidder with whom a Contract has or may be executed
Contractor(s)	The Lowest Responsive and Responsible Bidder with whom a Contract has or may be executed
Bid Sheet(s)/Form(s)	Bid Form(s)
Proposal Sheet(s)/Forms(s)	Bid Form(s)

### GENERAL INFORMATION

1. **INTRODUCTION**
    - a. The Town of Hamilton, herein referred to as "TOWN" is administering this bidding process.
    - b. The TOWN will identify the low bidder.
  2. **QUANTITIES**
    - a. This Invitation for Bids (IFB) employs estimated quantities that may or may not be purchased during the contract term. The TOWN reserves the right to exceed or not meet the estimated quantities as its needs dictate. Estimated quantities will be used for comparison of bids, determining the Low Bidder and establishing the Bid Deposit amounts.
  3. **PRE-BID CONFERENCE**
    - a. No pre-bid conference will be held for this IFB.
  4. **BIDDER ELIGIBILITY**
    - a. Bidder must comply with all requirements of this IFB in order to be considered eligible for award.
    - b. The TOWN reserves the right to accept or reject any and all bids or portions thereof, to waive any informality in bidding, and to recommend awards as appears in the best interest of the TOWN.
  5. **AWARD**
    - a. The contract will be awarded to the responsible contractor offering to perform the contract at the lowest price given the Material Alternate that is in the best interest of the TOWN to award.
    - b. Award recommendations will be based on the price of the Material Alternate chosen by the Town on the Bid Price Forms. Bid Price Form arithmetic is apparent.
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### 6. CONTRACTS

- a. Contracts resulting from this IFB will be made by and between the Low Bidders and the TOWN.
- b. Initial Contracts shall be for the period from the date of contract execution through October 30, 2014.
- c. All general requirements and terms and conditions contained in the "General Information" section of this IFB shall become part of and contained in any resulting Contract, except that terms, conditions and requirements peculiar to specifications for named types of work shall supersede.
- d. Low Bidders are required to certify at the time of contract execution, using the form included in the Bid Certification Section, that they have met all Massachusetts tax obligations of eligibility.
- e. This IFB document and all included forms and requirements will be incorporated into all resulting contracts.

### 7. APPLICABLE LAWS AND CERTIFICATIONS

- a. Municipal governments are exempt from Massachusetts sales tax and U.S. excise tax.
- b. Bids are subject to M.G.L. c. 149, and Massachusetts Prevailing Wage laws apply.
- c. Full compliance with Federal, State and Municipal Wage Laws is required of all work done for the Town of Hamilton.
- d. Low Bidders must provide proof of possession in good standing of all applicable licenses and must obtain prior to performing contract work, all permits required by the Towns in which the work is performed unless waived by the appropriate issuing authority.
- e. OSHA certification required.
- f. Contractors shall be required to comply with all applicable Massachusetts General Law Chapter M.G.L. c. 149, §§26-27, and all other applicable Massachusetts General Laws.
- g. 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, gender identity, handicap or age.

### 8. FORM OF BID

- a. Bids must be submitted in a sealed envelope and received prior to 11:45 A.M. on June 4, 2014 to:

Town of Hamilton  
C/O Hamilton Town Clerk's Office  
577 Bay Road  
Hamilton, MA 01982

- b. All Bid envelopes must be clearly marked as follows:

TOWN BID #14-3 Railing Replacement  
<Insert BID ITEM #'s as noted on enclosed Bid Price Form>  
June 4, 2014  
SUBMITTED BY: <Insert Bidders Name>

- c. Bids must be submitted on the accompanying applicable Bid Form. Bids must be marked with a unit price, subtotal and total price for the items. **Failure to fill out all sub-items will result in the rejection of the bid for that item.**
  - d. Bids must be signed and dated by an authorized representative of the Bidder and
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accompanied by proof of authorization (e.g. certificate of corporate vote, corporate seal, etc.) when representing a business entity other than a sole proprietorship.

- e. Bid envelopes must contain the following documents:
  - 1. A signed and dated General Bid Form attached to the Bid Price Form.
  - 2. An acceptable form of Bid Bond.
  - 3. A signed and dated Bid Certification form.
  - 4. A list of References numbering not less than three (3) Massachusetts Companies with specific, complete, current and accurate contact information.
- f. **Bids which are incomplete, not properly endorsed, signed or otherwise contrary to these instructions may be rejected as informal by the DPW Director and or his representative. CONDITIONAL BIDS WILL NOT BE ACCEPTED.**
- g. Prices as Bid shall remain firm: a) for the term of the initial Contract; and b) for all work in the categories bid regardless of the TOWNs work quantities.
- h. Bids shall remain valid and in effect for a period of sixty (60) days beyond (1) the initial date of opening and 2) the end of the specified contract periods to allow sufficient time for action by the TOWN.
- i. Low Bidders shall process and deliver the required Contract documents within seven (7) calendar days of receipt of notification by the TOWN of their "Intention to Award a Contract".

### 9. BONDS

- a. Bid documents must be accompanied by a Bid Bond or a certified/bank check in the amount of 5% of the estimated value of the work bid upon by a single contractor. ("Estimated value" equals the sum of all work bid on the basis of estimated quantities.) Bid Bonds must remain in effect for a period of not less than 60 days after the bid opening and will be returned to all unsuccessful bidders upon execution of a letter committing them to contract with The TOWN based on the need and timing as determined by The TOWN.

### 10. INSURANCE AND INDEMNIFICATION

- a. Low Bidders shall be required to provide Insurance Certificates as part of the Contract documents demonstrating that the following forms and limits are in effect during the term of the Contract.

#### **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, from claims for defective work, 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.

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### **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 Three Million Dollars (\$3,000,000.00); and a Products/Completed Operations (as may be required) Aggregate limit no less than Three Million Dollars (\$3,000,000.00) for all injury and damages to or destruction of property during the policy period.

### **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.

### **Workers' Compensation Insurance**

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

- b. The TOWN shall be named as Additional Insured and shall be provided with copies of actual policies upon request.
  - c. All insurance coverage shall be in force from the time of execution of the Agreement to the date when all work under the contract is completed and accepted by the TOWN. Contractors shall notify the TOWN should coverage become unavailable or if its policy should change.
  - d. Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the contract. Any cancellation of insurance, whether by the insurers or by the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the TOWN at least 15 days prior to the intended effective date thereof, which date should be expressed in said notice.
  - e. Contractor shall indemnify, defend, and save harmless the TOWN, and all of its officers, agents, and employees against all suits, claims of liability of every name and nature, for or on account of any injuries to persons or damage to property arising out of the negligence of Contractor in the performance of the work covered by this Agreement and/or failure to comply with terms and conditions of this contract, whether by himself or his employees or subcontractors.
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### GENERAL TERMS AND CONDITIONS

#### 1. NORMAL HOURS OF WORK

- a. Normal Hours of Works shall be between the hours of 7:00 AM and 5:00 PM Monday through Friday, unless otherwise specified. Work shall not be performed on Saturdays, Sundays, Holidays or other than during Normal Hours of Work without express authorization from the TOWN as identified in the Contract documents.

#### 2. SCHEDULES AND DEADLINES

- a. Start and Finish Work: Contractor shall be available to begin work at locations designated by the Town no later than five (5) business days from the date of execution of a Contract or on a schedule approved by the TOWN. Once work has been started, Contractor shall remain on the job until all scheduled work is completed to the satisfaction of the TOWN.
  - b. Presence Known to TOWN: All work must be scheduled in advance and performed with the knowledge and consent of the TOWN. Contractor may not perform work within The TOWN absent such knowledge and consent.
  - c. Timeliness and Approved Delays: Time shall be of the essence regarding performance of each and every portion of the contracted work. Work schedules approved by the TOWN shall be binding upon the Contractor except for reasonable delays due to weather, failure of the TOWN in the timely performance of any of its prerequisite obligations, or site-related circumstances beyond the control of the Contractor. Extensions of time resulting from such delays are subject to approval by the TOWN and may not be unreasonably withheld.
  - d. Request for Service. Response, Failure to Respond: The TOWN may issue a formal written "Request for Service", calling for performance of the contracted work pursuant to a stated schedule, or for the establishing of a work schedule. Such "Request for Service", may be conveyed by e-mail, telephone, FAX, courier, or U.S. Postal Service. Contractors shall respond to the TOWN within Twenty-four (24) hours through an employee authorized to commit the Contractor. Failure to meet these obligations may subject Contractors to penalties of an assignment in the amount of \$250 per day of non-compliance beyond a period of 24 hours after receipt of a written warning. Continued non-compliance may subject Contractors to loss of the contract and liability for the costs incurred by the TOWN.
  - e. Failure To Appear for Scheduled Work: In addition to the penalties noted in Section 3 of the General Terms and Conditions, Contractors that fail to appear for or that cancel scheduled work to which police or public works personnel are assigned on an additional pay basis will be subject to contract back charges for costs incurred at the discretion of the TOWN. Such changes may include preparation by others that are required to be repeated.
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### 3. LEGAL DAMAGES

- a. If Contractor neglects, fails or refuses to complete the work within the time herein specified, or any proper extension thereby granted by The TOWN, then Contractor hereby agrees, as part consideration for the awarding of this Contract, to pay to the TOWN the amount of \$250 per day, not as a penalty but as liquidated damages for such breach of Contract as hereinafter set forth, for each and every calendar day that the Contract shall be in default after the time stipulated in the Contract for complete the work.
- b. The said amount is fixed and agreed upon by and between Contractor and The TOWN because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the TOWN would in such event sustain, and said amount shall be retained from time to time by the TOWN from current periodical estimates.

### 4. TERMINATION FOR CAUSE

- a. This Contract may be terminated for cause due to unsatisfactory performance after written warning and an opportunity for Contractor to correct the subject performance; or due to the absence of a municipal appropriation for the type of work for which the contract is made. Contractor will hold the Town harmless from all damages as a result of funding constraints. The TOWN shall make a reasonable good faith effort to obtain sufficient additional appropriations to pay for work authorized and performed in excess of appropriations.

### 5. INVOICING & PAYMENT

- a. Payment for services will be made upon final and satisfactory completion of work assigned.
- b. Pricing shall be based on unit prices as bid.
- c. Invoices shall clearly indicate quantities, hours, location, prices and other applicable measures that can be verified by the TOWN on the basis of service or delivery slips provided at the time work was performed.

### 6. MISCELLANEOUS

- a. Terms, conditions and requirements particular to specifications for named types of work shall supersede those contained in the "GENERAL INFORMATION" section of this IFB.
  - b. Contractor must make a diligent effort to coordinate scheduled work with the TOWN.
  - c. Contractor shall complete all work of a continuous nature scheduled and called for by the TOWN prior to leaving the worksite or the municipality unless so authorized by the TOWN.
  - d. Where a conflict in requirements is apparent between Section A: General Terms and Conditions and the Section B: Specifications, the Specifications shall control.
  - e. The IFB and addendums, amendments, etc. will be on-line at the TOWN's website [www.hamiltonma.gov](http://www.hamiltonma.gov). You must register for each proposal you are interested in. Solicitations, amendments, clarifications, changes or updates will be
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posted to this webpage. It is the responsibility of prospective proposers and/or bidders to check the TOWN's website for new information any addenda or modifications to any solicitation.

- f. It is the responsibility of the prospective bidder to keep current the email address of the bidder's contact person and to monitor that email inbox for communications from the TOWN, including requests for clarification. The TOWN assumes no responsibility if a prospective bidder's designated email address is not current, or if technical problems, including those with the prospective bidder's computer, network or internet service provider (ISP) cause email communications sent to/from the prospective bidder to be lost or rejected by any means including email or spam filtering.
  - g. The TOWN accepts no responsibility and will provide no accommodation to Bidders who submit a response and or bid based on an out-of-date solicitation or on information received from a source other than the TOWN.
  - h. In the case where the bid opening location shall be shut down as the result of an emergency, the bids will be due and opened at the same time and location on the 1st business day the building is able to re-open.
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### BID FORM

Company Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ e-mail: \_\_\_\_\_

Contact Person: \_\_\_\_\_

The Bidder confirms and pledges to abide by and be held to the requirements of this IFB and its resulting Contract(s), and further, to diligently and promptly perform any tasks and deliver any documents required, and to execute a Contract with any TOWN.

This Bid includes Addenda number(s): \_\_\_\_\_.

(Bidder must acknowledge only Addenda that apply to the bid items bid upon.)

Authorized agent of the Bidder (if a corporation, attach certificate of vote to apply corporate seal).

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

Item No.	Description	Alternate 1 Fir	Alternate 2 Cedar	Alternate 3 Pine
1.	<b>Materials</b>			
a.	Posts	N/A	N/A	N/A
b.	Panels (if plywood, specify – MDO double sided)			
c.	Balusters and rails	\$	\$	\$
d.	Post caps, moldings	\$	\$	\$
e.	Finials (6 provided by Town, 6 provided by contractor)	\$	\$	\$
2.	<b>Labor</b>	\$	\$	\$
	<b>Total:</b>	\$	\$	\$

The TOWN will award the bid to lowest bidder in the Material Alternate chosen by the TOWN.





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### BID CERTIFICATIONS

The undersigned assures that he has made his own examinations and estimates and from them makes this proposal.

All bidders must certify to the following by signing this page in the space indicated below:

- a. The undersigned certifies under the 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.
- b. Pursuant to M.G.L. Chapter 62C, section 49A, I certify under the penalties of perjury that the company named below, to my best knowledge and belief, is in compliance with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.
- c. The undersigned hereby certifies (1) 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; (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 have furnished 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.
- d. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the commonwealth under the provisions of Chapter 29, Section 29F of the General Laws, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated hereunder.

Social Security Number or Federal I.D. Number of Bidder: \_\_\_\_\_

DATE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

NAME & TITLE OF PERSON AUTHORIZED TO SIGN THIS FORM

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Authorized Signature

*Failure to submit this sheet properly signed may be reason to reject the bid.*

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### RECORD OF CONTRACTOR'S PERFORMANCE

The Bidder shall list all Massachusetts Properties including contact information where the Bidder has provided similar municipal services in the last year.

Job Description	Location	Reference



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### SCOPE OF WORK

BUILDING: MEETING PLACE  
ADDRESS: 299 BAY ROAD, SOUTH HAMILTON, MA 01982  
LOCATION: 2<sup>ND</sup> FLOOR ROOF

Cover approximately twelve (12) 6x6 x 24 inch posts with a solid wood base material such as a 1x8 #1 pine or cedar.

Build and install 9 panels connecting the posts. a double sided ¾ inch MDO plywood may be used for this application. there are two sections connecting the post using decorative 2 inch balusters. all sections will have a top and bottom rail made of solid material such as pine, fir or cedar.

The posts will be capped with a decorative wood work and moldings and the 8 inch round ball finials will be reinstalled. some may have to be replaced.

All wood work will be primed and two coats of exterior paint will be applied. Paint will be Sherman Williams Emerald™ Exterior Acrylic Latex Paint. or Benjamin Moore Regal® Select Exterior High Build or approved equal.

Paint color will be selected by the TOWN.

No composite materials are to be used with the exception of the 8 inch round ball finials which may be reused.

Bids must specify the type of wood to be used for each element of the Work.

Questions regarding scope, please contact Mark Gates at [mgates@hamiltonma.gov](mailto:mgates@hamiltonma.gov).

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