

**Town of Heath, Massachusetts**

**SUPPLY AND  
INSTALL SALT  
SHED**

**INVITATION FOR BIDS**

**JANUARY 7, 2025**

**CONTACT INFORMATION:**

**HILMA A. SUMNER**

**TOWN COORDINATOR**

18 Jacobs Road

P.O. Box 35

Heath, MA 01346

email: [bos@townofheath.org](mailto:bos@townofheath.org)

**413-337-4934, ext. 000**

## INVITATION FOR BIDS

### Heath Salt Shed Project Heath, MA

The Town of Heath will accept sealed bids for supply and installation of a Salt Shed per specifications at the Highway Garage located at 124 Branch Hill Road in Heath, MA 01346.

Bids should be marked “**Heath Salt Shed**” and will be received at the Select Board’s Office, 18 Jacobs Road, Heath, MA 01346, until **February 5, 2025 at 2pm at which time they will be publicly opened**. Emailed or faxed bids will not be accepted. Invitation for Bidders (IFB) Packages with specifications and a sample contract will be available on January 8, on the Town of Heath Website [www.townofheath.org](http://www.townofheath.org) (click on “Salt Shed: Invitation for Bids” located at top of home page). Obtaining the bid documents online is strongly encouraged. If necessary, you may also contact the Select Board’s Office, 18 Jacobs Road, P.O. Box 35, Massachusetts 01346, during weekday business hours from 8:30 a.m. until 3:00 p.m., Monday through Thursday by calling 413-337-4934, ext. 000 or emailing [bos@townofheath.org](mailto:bos@townofheath.org). Questions will be accepted until the deadline of January 31, 2025, 3:00 p.m. Last addendum will be issued on February 3, 2025.

A bid deposit, payable to the TOWN OF HEATH, in the amount of 5% of the bid amount is required with the bid submittal and may be in the form of a Treasurer’s/bank check or drawn on a MA licensed surety. The awarded contractor will be expected to provide a Labor and Materials Payment bond in the amount of 100% of the contract price.

A <b>mandatory</b> pre-bid briefing/walk through will be held on site on <b>January 23, 2025 at 10am</b> .
--

Wage rates for this bid are subject to prevailing wage rates as per MGL Chapter 149, Section 26 - 27f inclusive and are included in the bid package. The Town of Heath reserves the right to reject any and all bids, wholly or in part, or to accept any bid even if the bid is not the lowest cost, if it is deemed to be in the best interest of the municipality, to waive informalities deemed inconsequential and to make awards in a manner deemed to be in the town's best interest. The Town of Heath is exempt from sales and federal excise tax to the extent permitted under law; Bidders should not include such taxes in figuring or in references to any bid.

Hilma A Sumner, Town Coordinator

# HEATH SALT SHED PROJECT

## I. GENERAL CONDITIONS

THE WORK: The work consists of supplying and installing a Salt Shed at the Heath Town Garage and all associated work, in accordance with the documentation.

The Work of the contract shall consist of all construction materials, labor, equipment and services required by the specifications.

The Work of the project shall comply in all respects with applicable federal, state, county and/or city/town regulations, laws and codes. All required building and other permits shall be obtained before beginning construction.

All materials and workmanship shall be equal to the highest standard and shall be to the satisfaction of the Owner. Substitution of items will not be permitted unless specifically approved by the Town, in writing.

EXAMINATION OF DOCUMENTS AND SITE: Before submitting a bid, each bidder shall examine the work site carefully, shall read the Specifications and all other Bidding Documents. Each bidder shall fully inform himself/herself prior to bidding as to existing conditions and limitations under which the Work is to be performed, and shall include in his bid a sum to cover the cost of items necessary to perform the Work as set forth in the proposed Contract Documents. No allowance will be made to a bidder because of lack of such examination or knowledge. The submission of a bid will be considered as conclusive evidence that the bidder has made such examination.

CONSTRUCTION TIME: The Agreement includes a stipulation that the Work be completed not later than September 1, 2025.

BUILDING PERMIT: The Contractor is responsible for contacting the Franklin County Cooperative Building Inspector to obtain the necessary permits and for timely and required inspections of the Work.

## 2. GENERAL SPECIFICATIONS

### SCOPE OF WORK AND SPECIFICATION FOR A FABRIC MEMBRANE COVERED STRUCTURE

#### Municipal Salt shed

#### PART 1

##### 1.1 INTENT OF SPECIFICATION

- 1.1.1 This specification covers the design, manufacture, shipping, handling and erection of a prefabricated membrane covered structure.
- 1.1.2 The specification as heretofore set forth is general in nature and scope and shall not be construed as to limit the work other than the requirement that the new re-locatable building shall match the specification in materials, appearance, configuration and details.
- 1.1.3 It is the intent of this specification that the bidder shall include all labor, materials, equipment services and transportation to locate the building on the site designated with all other work.
- 1.1.4 Buildings shall be complete and operating and shall include all exterior and interior materials and systems as shown or indicated in contract documents.
- 1.1.5 All workmen shall be skilled and qualified for the work that they perform. All materials used, unless

otherwise specified, shall be new and of the types and grades specified. The contractor shall certify that no asbestos containing building materials that exceed Federal mandated safe asbestos levels have been used in the construction of the membrane-covered structure.

- 1.1.6 Work shall be performed as necessary and required for the construction of the project as indicated. Such work includes the supply and installation of a membrane-covered structure complete with exterior and interior finishes. The building shall be as dimensioned with all features and quantities as per specification.

## 1.2 APPROVAL OF PLANS

- 1.2.1 **Upon award of this contract, The Contractor shall furnish detailed drawings for all structural work including building foundation and connections. These detail drawings shall be stamped by an engineer certified by the State of Mass. to verify compliance to local building code and Mass CMR 780 9<sup>th</sup> Edition including amendments** [Note: 9<sup>th</sup> edition of building code is replaced by 10<sup>th</sup> edition on June 30, 2025. Permits referencing 9<sup>th</sup> edition need to be submitted before that date.]
- 1.2.2 All work to be performed under the conditions of this specification shall comply with the rules and regulations of all agencies having jurisdiction for this classification of construction and design and shall conform to the applicable live loads due to wind, rain and snow.
- 1.2.3 **Building supplier must provide written certification that they have been in the steel tension membrane building business for 5 years or more under the same name.**
- 1.2.4 **Building supplier must provide written references with contact information for at least three salt sheds currently in operation in Mass. which have a footprint in excess of 3600 ft<sup>2</sup>.**

## 1.3 WORKMANSHIP

- 1.3.1 The workmanship of all materials and components of the structure shall be commensurate with the functional requirements of the item.
- 1.3.2 Building prefabrication shall be performed under factory conditions in a plant specifically arranged for this type of work. Contractor shall provide adequate space, equipment, personnel, and technical ability to coordinate the assembly and factory prefabrication of all major components of the work and all necessary operations in the packing, shipping and installation procedures. No fabrication shall be done until the materials have been tested and approved.
- 1.3.3 Welding: Welding shall be employed only when specified in the original design. As per Section 1704.2 of IBC, the truss fabricator must be an Approved Welding Fabricator.
- 1.3.5 Manufacturer: The structure supplier shall be a reputable manufacturer, shall have direct experience in the design, manufacture and installation of structures of the type specified herein; shall operate according to a comprehensive quality system and shall provide three references with structures in use for at least five years which are clear span and each must enclose an area in excess of the square footage as stated in section 1.2.4.  
**Building must meet or exceed all specifications including all minimum clearances. Town reserves the right to reject any proposal which includes a building that does not meet all those specifications including steel and fabric.**

## 1.4 DIMENSIONS

**THE STRUCTURE SHALL OCCUPY AN AREA OF 52 ' WIDE BY 70 ' LONG**

## 1.5 SCOPE OF WORK

- 1.5.1 Rigid steel frame supporting membrane covered roof and wall structure of the type described herein:  
a) **Building must provide an envelope at least 28' tall by 20' wide in the middle of the building to allow for dumping inside**  
b) Flat gable end on rear wall with (2) 3' x 3' passive vents  
c) Open in front

## PART 2

### 2.1 GENERAL DESIGN REQUIREMENTS

#### 2.1.1 Scope

1. The membrane shall be tensioned over the framework. The structure shall be rectangular in shape with vertical gable end walls. The interior of the structure below the main trusses shall be clear span free of any structural support members and shall provide unobstructed floor space. No exterior purlins, guy ropes or cables shall be used for anchoring the structure.
2. The structure shall include accessories to the extent shown on the project drawings required for the scope and intended use for:
  - a. Overhead doorways
  - b. Ventilation systems.
  - c. Other structure accessories

#### 2.1.2 Design Requirements - Structural Frame

1. Roof and Wall Surfaces: To provide for maximum compatibility with standard door, window, ventilation and other accessory and cladding systems, the structure shall be designed such that roof and gable side wall surfaces form flat planes.
2. Purlin Spacing: To provide for structural stability and to provide for installation of accessory items, the main structural trusses shall be laterally braced by load bearing purlins at intervals required by the truss design.
3. Wind and Frame Bracing: The structure shall be appropriately stabilized with wind bracing cable as well as any required secondary node restraint assemblies so as to efficiently transfer wind, snow and seismic induced stresses to the foundation/anchoring system. Cable diameter for main wind bracing shall be a minimum of 5/16" diameter and larger if so required. The end bays of the structure shall be designed to be X - braced early during installation to allow for permanent stability of the frame during installation.
4. Connecting Joints: Connections between structural elements shall be designed so as to transfer the compressive and tensile forces present in a given joint. A minimum of Grade 5 bolts shall be used at each truss chord joint. Primary axial steel, secondary purlins, and end wall frame connections shall be made with a minimum of Grade 5 hex bolts, carriage bolts and self-drilling screws.
5. Mechanical Equipment Interface: The main structural roof trusses shall allow for installation of electrical and mechanical equipment based on collateral loads as defined in section 2.2.2. Likewise, the structure shall accept penetrations through the membrane for access doors and mechanical services with minimal modification.
6. Ancillary Systems: The structure shall be designed such that it can be readily retrofitted with insulation systems and other ancillary systems such as lighting, sprinklers, HVAC, provided **collateral load factors of 0.25psf** minimum are taken into account.
7. Alternative Cladding materials: The structure shall be designed such that alternative covering materials such as metal wall cladding can be added with minimal modification, if required (provided collateral load factors are taken into account).

#### 2.1.3 Design Requirements - Membrane Cladding System

1. Membrane: The roof membrane shall form a weather tight shell over the structural frame. In order to provide for a good finished appearance and to insure weather tightness, the membrane shall be assembled and tensioned, in a manner to minimize wrinkles in hot and cold temperatures.

2. The gable wall membrane cladding shall be manufactured and connected to form one piece to the adjacent end wall and roof cladding.
3. Roof membrane horizontal stretch shall be maintained with horizontal purlins requiring no ongoing maintenance. Vertical stretch shall be maintained with a winch lock system (locked with cotter pins) requiring minimal ongoing maintenance.
4. Base Tensioning System: The membrane cladding will be provided with a mechanical tensioning system that allows the membrane to be fully tensioned around the structure perimeter. The system will be designed such that the membrane can be tightly and neatly secured over the structural frame and such that the system has remaining range of adjustment.
5. Membrane Seal at Openings and Base: The Dealer supplying the structure will provide all materials and methods necessary to fully tension and seal the membrane material around all door, ventilation and other openings as well as around the structure perimeter below the main tensioning system. This seal shall provide a neat and finished appearance and eliminate any loose membrane cladding that could otherwise be damaged by flapping or abrasion.
6. **The membrane shall not be designed to function as a structural member** such that, should any damage to or penetrations of the membrane occur, the integrity of the structural framework shall not be affected.
7. The Contractor shall provide drawings and calculations acceptable to the Architect/Engineer of Record, meeting the provisions of the applicable State Building Code. The Contractor shall bear all costs for production of drawings and associated structural calculations. Contractor shall make all revisions and corrections to those documents required for approval and shall resubmit as required to obtain approvals.
8. Successful bidders shall make all required changes or corrections and will deliver to the Owner's Architect all approved drawings and reactions.

## 2.2 ENGINEERED DESIGN CRITERIA

- 2.2.1** The structure shall be designed using methodology as per the ASCE 7 standard referenced from the applicable building code. Primary and secondary framing shall comply with current issues of AISC, AISI, NEMA and ASTM specifications, as applicable. Structural members shall be designed using Allowable Stress Design (ASD) or Load Resistance Factored Design (LRFD) for the design loads given below. Appropriate safety factors to yield and ultimate shall be maintained. Wind load factors and coefficients used in design of structural members must be in accordance with the applicable ASCE 7 guidelines.

**The structure must be designed as unheated with a thermal factor (Ct) of 1.2 and an importance factor(I) of .8**

- 2.2.2** Snow Loads: The structure shall be designed based upon a minimum flat roof snow load of **40** pounds per square foot (Psf) and minimum ground snow load of **60** pounds per square foot (Psf)
- 2.2.3** Wind Loads: The structure shall be capable of withstanding a basic wind speed (3-second gust) from any direction of **108** miles per hour. The design wind pressure shall be based on an exposure category of **C** and appropriate wind load factors and coefficients in accordance with the applicable referenced ASCE 7 guidelines. In no event shall the wind load used in the design of the main wind force resisting system be less than 10 pounds per square foot multiplied by the area of the building or structure projected on a vertical plane that is normal to the wind direction ( or as prescribed by the applicable building code).
- 2.2.4** Rainfall: The structure shall be capable of withstanding the effects of rainfall up to 4 inches per hour for at least 2 hours.
- 2.2.5** Deflection: For safety of specified or future suspended accessories, the maximum allowable deflection of structural members shall be no more than 1/180 of the clear span of that member when subjected to the design loads described herein.
- 2.2.6** Design Loads: The design shall be based as a minimum on the following design loads. Each member shall

be designed to withstand stresses resulting from combinations of design loads that produce maximum percentage of actual to allowable stress in that member as per referenced ASCE 7 standard from applicable building code.

D= Dead Load + Collateral Load  
S= Symmetrical Snow or Live Load (Balanced or Unbalanced)  
Ws = Wind with internal suction  
Wp = Wind with internal pressure  
E = Earthquake

## 2.3 OPERATION AND USE

- 2.3.1 The main structural frame shall be designed to provide a minimum 15-year operational use period with appropriate inspection and maintenance.
- 2.3.2 The structure shall be capable of being assembled, operated, and dismantled in all ambient temperatures between -20°F and 120°F.

## 2.4 MATERIALS

- 2.4.1 All materials used in the structure shall be new, without defects and free of repairs. The quality of the materials used shall be such that the structure is in conformance with the performance requirements as specified herein.
- 2.4.2 Cladding Membrane: The structure shall be clad with an HDPE fabric manufactured by an approved and reputable supplier with demonstrated long-term performance. The membrane fabric shall be waterproof and free from defects. All roofs, walls, end walls and connecting sections shall be weather tight. The material will be selected from the manufacturer's standard colors for the sidewalls and roof panels. The material scrim and coating must be UV stabilized and must carry a minimum 15-year manufacturer's warranty and have a minimum life expectancy of 10 to 15 years. The minimum Polyethelene fabric specification is as follows:

Total Fabric Weight	12.1 oz/yd <sup>2</sup> +/- 5%
Coating Thickness	3.9mils average, each side
Finished Thickness	24 mils (ASTM D-5199)
Grab Tensile Strength	Warp 414lbf/Weft 446lbf (ASTM D-751)
Strip Tensile Strength	Warp 468lbf/2in/Weft 504lbf/2in (ASTM D882)
Tongue Tear Strength	Warp 94lbf/Weft 108lbf (ASTM D-2261)

Flammability Class A ASTME84-94

Acceptable membrane suppliers include: Intertape, Fabrene, and Hagihara. The membrane manufacturer must demonstrate a minimum of **five** years successful field experience with provision of polyolefin membrane cladding in use on similar or larger size structures of the type contemplated in this specification.

- 2.4.3 Metal: The main structure shall consist of a welded truss arches with parallel tube chords separated apart by webbing. Truss sections are manufactured and post dip galvanized to insure proper protection on the inside as well as the external surfaces of the truss sections. **All sections must be hot dipped galvanized post fabrication to a minimum of CSA G-164 / ASTM A123-09.** Truss will be manufactured of a cold-formed and induction welded modified grade carbon steel, providing a finished tubular product with exceptional mechanical and corrosion resistant properties.
- 2.4.4 Tolerances: All dimensional tubing tolerances are in accordance with ASTM A500, Section 10.
- 2.4.5 Tubing shall be manufactured using steel conforming to ASTM A568, ASTM A1011 and G40.21 350W. Finished steel tubing used in the structure must have the following minimum structural and mechanical properties based on standard ASTM A500:

ASTM A500 Grade C: Tension Ultimate: 55 KSI and Yield: 46 KSI  
ASTM A500 Grade B: Tension Ultimate: 55 KSI and Yield: 42 KSI  
G40.21 350W: Tension Ultimate: 55 KSI and Yield: 50 KSI

2.4.6 All steel flat bar, cross rods and other steel components shall be fabricated from hot dipped galvanized material, meet the stated standards and have the following minimum structural and mechanical properties (ASTM 44W):

Tensile: 50 KSI and Yield: 44 KSI

2.4.7 Corrosion Protection: as per 2.4.3 all Metal sections shall be hot dipped galvanized to a minimum of CSA G-164 / ASTM A123-09. This allows for maximum protection on **all** welded surfaces including the interior sections. **Flow coat process will not be acceptable (Commonly referred to as inline galvanizing).**

2.4.8 Hardware:

1. Bolts: Bolts subject to extreme stress and wear shall be structural bolts of Grade 5 and plated / galvanized that has been upgraded with a corrosion resistant topcoat finish. All bolts shall be installed and securely torqued so as to prevent change in tightness. Those subject to removal or adjustment shall not be swaged, peened, staked or otherwise installed.
2. Membrane Tensioning Hardware: The fabric membrane shall be tensioned with load rated hardware which is plated/hot dip galvanized so as to prevent corrosion. Hardware shall allow full and free rotation at the foundation connection to avoid fatigue failure of threaded assemblies.
3. Membrane Tensioning Webbing: The membrane shall be tensioned with load-tested tie-downs.
4. Cable Assemblies: Main and wind bracing cable assemblies shall be manufactured to the required length and press swaged with metal sleeves. The cables are manufactured using preformed 7-19 stainless steel cables, sized with appropriate safety factors.

3/16" dia.	=	4,200 lbs.
1/4" dia.	=	7,000 lbs.
5/16" dia.	=	9,800 lbs.
3/8" dia.	=	14,400 lbs.
1/2" dia.	=	22,800 lbs.
5. Other Fasteners: Non-structural fasteners such as wood screws, Tek screws, etc., shall be of standard commercial quality
6. Exterior Trim: The aluminum alloy used in the extrusion shall meet or exceed 6063-T6.

## PART 3

### 3.1 REFERENCES AND STANDARDS

3.1.1 The following publications are for the standards listed below but referred to within the document by basic letter designation only. They form a part of this specification to the extent referenced thereto:

a. American Institute of Steel Construction (AISC):

S326-78	Design, Fabrication and Erection of Structural Steel Buildings
S329-85	Structural Joints Using ASTM A325 or A490 Bolts.

b. American Iron and Steel Institute (AISI)

SG 503-76	The Design of Fabrication of Cold-Formed Steel Structures
-----------	---

c. American Society for Testing and Materials (ASTM):

A 36-89	Structural Steel
A 123 A-89	Standard Specification for Zinc (Hot Dip Galvanized) Coatings on Iron and Steel Products
A 307-89	Carbon Steel Bolts and Studs, 60,000 psi Tensile Strength
A 325-89	High-Strength Bolts for Structural Steel Joints
A 500 A-90	Standard Specification for Cold Formed Welded And Seamless Carbon Steel Structural Tubing in Rounds and Shapes



A 563 Rev A-89      Carbon and Alloy Steel Nuts  
A 687-89              High-Strength Non-Headed Steel Bolts and Studs.

- d. American Society of Civil Engineers (ASCE) Minimum Design Loads for Building and Other Structures. Latest edition as required by State Code.

ASCE 7-02              American Society of Civil Engineers

ASCE 7-05              American Society of Civil Engineers

ASCE 7-08              American Society of Civil Engineers

- e. American Welding Society (AWS)

D1.1-2004              Structural Welding Code-Steel

D1.3-98                 Structural Welding Code-steel sheet steel

## Part 4

### FOUNDATION

Foundation design must have plans stamped by a PE licensed in the State of Mass.

Foundation walls to be constructed of precast blocks which are neat in appearance (no waste blocks) and be able to withstand the salt environment

Walls must be buttressed and plated together at each truss per structural engineers' specification

Walls must be plated together as needed between buttresses per structural engineers' specification.

Butyl must be applied between blocks to seal the foundation.

Concrete blocks must achieve a minimum compressive strength of 3000psi in 28 days or less

Blocks must be square, flat and parallel to tolerance not to exceed 1/16" per foot on all sides

Foundation must be 8' tall above grade.

The inside walls of the foundation must include 1/2" strapping covered by 3/4" PT plywood to protect the walls

## Part 5

### FOUNDATION PAD (To be completed by others or Town under separate contract.)

Town will remove all soil containing organic or unstable bearing material from the building footprint

Blocks shall be set on a bed of dense graded processed gravel (minimum 24" thick) placed in 6" lifts compacted to 95% containing no organics or uncontrolled fill

Pad must support a minimum bearing capacity of 2000psf utilizing a proof rolled subgrade (6 ton minimum roller)

Paving inside the building to consist of 2" modified top course on top of 4" binder course

Final grade inside the structure must be a minimum of 2" higher than outside

Paving outside to consist of 1.5" modified top course on top of a 2.5" binder course and must slope 1/8" per foot away from the foundation wall.

Pad will be approximately 56' wide by 74' long.

## **PART 6 OTHER PROJECT WORK SPECIFICATIONS**

### **SUBCONTRACTORS:**

The Contractor shall select the subcontractors (IF ANY REQUIRED), except that he shall not use subcontractors to whom the Owner has a reasonable objection. The Contractor shall not be required to use a subcontractor to whom he has a reasonable objection.

### **OSHA:**

The entire work area including the roof, access to the roof, and the ground site shall be made OSHA safe by this Contractor.

### **JURISDICTION:**

This agreement shall be governed by the laws of the Commonwealth of Massachusetts.

### **PROJECT CHANGES:**

Changes, modifications, additions and/or deletions to the Work under this agreement will only be made by written order signed by the Owner and the Contractor. Any such changes will not invalidate this Agreement. The time for project completion and the project cost will be adjusted accordingly.

### **SANITARY FACILITIES:**

The Contractor shall coordinate with the Owner's representative for the project, the use of sanitary facilities for ALL personnel and maintain them in a clean and sanitary condition throughout the project.

### **PERSONNEL PROTECTION:**

The Contractor is responsible for all safety and protection of all persons at the site of the Work.

### **PROPRIETARY SPECIFICATIONS:**

THE SPECIFICATIONS ARE WRITTEN USING PROPRIETARY MATERIALS AND CONSTRUCTION METHODS. THE SPECIFICATIONS, AS WRITTEN, ARE INTENDED TO SET A LEVEL OF QUALITY FOR THIS PROJECT. CONTRACTOR MAY USE ALTERNATE MATERIALS OF AN EQUAL OR GREATER QUALITY, BUT ONLY AS APPROVED IN WRITING BY THE TOWN OF HEATH HIGHWAY SUPERINTENDENT. THE TOWN IS THE SOLE ARBITER OF THE QUALITY OF THE MATERIALS AND METHODS.

## **CONTRACT CLOSEOUT:**

**GENERAL SUMMARY:** This Section describes an orderly and efficient transfer of the completed Work to the Owner.

**QUALITY ASSURANCE:** Prior to requesting inspection by the Town, use adequate means to assure that the Work is completed in accordance with the specified requirements and is ready for the requested inspection.

### **PROCEDURES:**

Final Completion:

Verify that the Work is complete including, but not necessarily limited to any "punch list" items.

Certify that:

- a. Contract Documents have been reviewed.
- b. Work has been inspected for compliance with the Contract Documents.
- c. Work has been completed in accordance with the Contract Documents.
- d. Equipment and systems have been tested as required, and are operational.
- e. Work is completed and ready for final inspection.

The Town will make an inspection to verify status of completion.

Closeout submittals include, but are not necessarily limited to:

Operation and maintenance data

Warranties and bonds.

Evidence of compliance with requirements of governmental agencies having jurisdiction including, but not necessarily limited to:

Certificates of Inspection.

Certificates of Insurance for products and completed operations.

Evidence of payment and release of liens.

Final adjustment of accounts:

Submit a final statement of accounting to the Town, showing all adjustments to the Contract Sum.

If so required, the Town will prepare a final Change Order showing adjustments to the Contract Sum which were not made previously by Change Orders.

### **INSTRUCTION:**

Instruct the Owner's personnel in proper operation and maintenance of systems, equipment, and similar items which were provided as part of the Work.

### **CLEANING:**

#### **PART 1 – GENERAL SUMMARY**

Throughout the construction period, maintain the building and site in a standard of cleanliness as described in this Section.

## **QUALITY ASSURANCE**

Conduct daily inspections, and more often if necessary, to verify that requirements for cleanliness are being met.

## **PART 2 – PRODUCTS CLEANING MATERIALS AND EQUIPMENT:**

Provide required personnel, equipment, and materials needed to maintain the specified standard of cleanliness.

## **COMPATIBILITY:**

Use only the cleaning materials and equipment which are compatible with the surface being cleaned, as recommended by the manufacturer of the material.

General: Retain stored items in an orderly arrangement allowing maximum access, not impeding traffic or drainage, and providing required protection of materials.

Do not allow accumulation of scrap, debris, waste material, and other items not required for construction of this work.

Provide adequate storage for all items awaiting removal from the job site, observing requirements for fire protection and protection of the ecology.

Site: Daily, and more often if necessary, inspect the site and pick up all scrap, debris, and waste material. Remove such items to the place designated for their storage.

Weekly, and more often if necessary, inspect all arrangements of materials stored on the site by re-stacking and organizing.

Maintain the site in a neat and orderly condition at all times.

## **FINAL CLEANING:**

'Clean' for the purpose of this Article, except as may be specifically provided otherwise, shall be interpreted as meaning the level of cleanliness generally provided by skilled cleaners using commercial quality building maintenance equipment and materials.

Prior to completion of the work, remove from the job site all tools, surplus materials, equipment, scrap debris, and waste. Conduct final progress cleaning as described above.

## **BID INSTRUCTIONS and GENERAL CONTRACT TERMS**

See the Sample Contract, attached for detailed contract terms and conditions

1. Sealed Bids, plainly marked “**Heath Salt Shed**” in the lower left corner of the envelope, should be submitted to Select Board’s Office, 18 Jacobs Road, Heath, MA 01346. **The original and three copies should be submitted. Emailed or faxed bids will not be accepted.**
2. If you received this bid package from any source other than the Town of Heath, you must request / view the bid documents online at the Town of Heath Website [www.townofheath.org](http://www.townofheath.org) (click on “Salt Shed: Invitation for Bids” located at top of home page). Obtaining the bid documents online is strongly encouraged to receive any addenda/notices that may be issued regarding this bid.
3. All work is to be done by licensed, certified, and skilled tradespeople.
4. The contractor will be bound by all applicable statutory provisions of law of the Federal Government, the Commonwealth of Massachusetts, and local codes (including current building and fire codes).
5. As the Town is exempt from the payment of Federal Excise Taxes and Massachusetts Sales Tax, prices quoted herein are not to include these taxes.
6. Prevailing Wage rates set at the Massachusetts Department of Labor and Industries apply. Appropriate wage schedule is attached.
7. Labor and Materials/Payment Bond is required at the time of contract signing in the amount of 100% of the construction bid.
8. A bidder will be held to the terms and the prices submitted for the duration of the contract period if a contract is signed by both parties within 30 days from bid opening.
9. Contract execution will be conditioned upon producing an insurance certificate as outlined on the INSURANCE REQUIREMENTS page.
10. A contract substantially in accord with the Sample Contract found in this bid package will be required to be signed by the Contractor and the Town of Templeton. The Town’s specifications will be central to the legally binding contract. Any terms or conditions that cannot be met by the bidder must be brought to the Town of Templeton’s attention in a Written Question before the deadline. If the matter can be resolved in an Addendum, one will be issued so that all Bidders are notified of any exceptions allowed.
11. The contract resulting from this bid will be awarded to the lowest responsible and responsive contractor based upon price, past performance and reliability of the contractor, quality of product and/or service, and degree of exclusion, exemption, or restrictions on the bid.
12. A contract will be signed between the awarded contractor and the Town of Heath.

13. The Town of Heath will be available to answer any general questions about procedure, etc., but no question will be answered that in any way could give an unfair advantage to a contractor except through a written Addendum. Written questions will be accepted up to January 31, 2025, 3:00 p.m., prior to the bid deadline. Inquiries should be directed to:

Hilma A. Sumner  
Town Coordinator  
18 Jacobs Road, P.O. Box 35  
Heath, Massachusetts 01346  
(413) 337-4934, ext. 000  
[bos@townofheath.org](mailto:bos@townofheath.org)

14. The Contractor must submit with their response a list of **at least three** (3) projects which they have successfully completed, giving the name and address of the projects so that they may be investigated prior to the award of the contract. **Public** projects of similar size and scope are preferred. A contact person with **CURRENT PHONE NUMBER** must be provided for each reference. It is preferable that these projects be in somewhat close proximity to the Town of Heath.
15. Bids which are incomplete, not properly endorsed or signed, or otherwise contrary to instructions may be rejected as non-responsive by the Chief Procurement Officer. Conditional Bids will not be accepted.
16. Any inferior or damaged product, as determined by the Town of Heath, will be replaced at the total expense of the Vendor.
17. Any restrictions, qualifications, or deviations from specifications must appear either on the Bid Form or on an attachment thereto.
18. **OSHA Certification**  
All contractors working on public works projects will be required to certify that ALL employees employed at the work site have successfully completed an OSHA approved course in construction safety at least 10 hours in duration. This law requires general contractors to have on file records of all employees' OSHA 10- hour training and provide proof to the various agencies in charge of the work. This also applies to all subcontractors, hired trucks, and hired equipment with operators.  
Every bidder must certify that all persons who are employed by them for this bid are certified. Proof does not have to be submitted with this bid, but must be available upon request.

## 19. INSURANCE REQUIREMENTS

Prior to commencing work, and throughout the term of this contract, the Contractor shall obtain, and maintain, in the limits and under the conditions set forth below, insurance coverage naming the town, its officers, employees and assigns, as Certificate Holder and additionally Named Insured, for the following types and levels of coverage:

- |                            |                         |
|----------------------------|-------------------------|
| - Workers Compensation     | Statutory               |
| - Automobile and Equipment | \$1 Million/\$2 Million |

- Property Damage \$1 Million/\$2 Million
- General Liability \$1 Million/\$2 Million

The Town shall be earlier than thirty (30) days before any such policy is cancelled.

If a sub-Contractor is used for any portion of the work, the Contractor will provide to the Town a similar certificate, in similar amounts and under similar conditions, from the sub Contractor. The town must be given 30 days advance notice of cancellation of any insurance required herein.

Should the Contractor fail to maintain such Workers' Compensation insurance, and should the Town be found liable to principals, officers, employees and agents of the Contractor, the Town may recover from the Contractor the amount of any medical costs and compensation paid to or on behalf of the principals, officers, employees and agents of the Contractor and any expenses relating to claims filed under the provisions of Workers' Compensation.

**Indemnification & Litigation**

The Contractor agrees to indemnify, pay on behalf of, defend and hold harmless the Town and its officers, agents and employees of Heath from and against any and all claims, demands, suits, actions, costs, judgments, whatsoever, including reasonable attorney's fees, which may be imposed upon, incurred by, or asserted against the Town by reason of (a) any failure on the part of the Contractor under this contract, or (b) for the death, injury or property damage suffered by any person on account of or based upon the act, omission, fault, negligence or misconduct of any person whomsoever other than the Town of Heath. The Town agrees that the Contractor will not be responsible for any suit, action or claim of loss or expenses because of bodily injury, including death caused by the Town and its agents and employees.

The foregoing indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought here on, and the defense thereof with counsel acceptable to the Town or counsel selected by an insurance company which has accepted liability for any such claim.

Failure or refusal of the successful bidder to execute and deliver a Signed Contract, Certificate of Insurance, and Payment Bond acceptable to the Town within ten days after notice of contract award will result in the forfeiture of the Bid Deposit/Bond as Liquidated Damages. The Contract will be awarded to the next lowest qualified bidder or the IFB re-advertised, as the Town believes is in the best public interest.

**Checklist of Required Signed Submittals:**

- Bid Form
- Bid Signature Page with Corporate Resolution or List of Partners if applicable
- Tax Compliance Form
- Non Collusion Form
- Debarment Form
- OSHA Statement
- Payment Bond Form
- References List - At least three references with structures in use for at least five years which are clear span and each must enclose an area in excess of the square footage as stated in section 1.2.4.
- 5% Bid Deposit/ Bond (payable to TOWN OF HEATH)
- AWS Certificate of Approval (Approved Welding Fabricator)

**Items required at Contract Signing:**

- Proof of Insurance with the Town of Heath named as Additional Insured
- 100% Payment Bonds drawn on a MA Licensed Surety



**Town of Heath**  
**Supply and Install Salt Shed**  
**Bid Form**  
(Please Print or Type)

Name of Bidder: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_  
Telephone \_\_\_\_\_ Fax \_\_\_\_\_  
\_\_\_\_\_ Email \_\_\_\_\_

**ATTENTION:**

Hilma A. Sumner, Town Coordinator  
Select Board  
18 Jacobs Road, P.O. Box 35  
Heath, MA 01346

Dear Ms. Sumner:

Having examined the documentation provided with the subject Invitation for Bids the undersigned proposes to furnish all plant, labor, equipment and materials as requested in accordance with the subject documents.

The undersigned acknowledges Addenda # \_\_\_\_\_  
(If none, write none).

If I am notified my proposal is accepted within forty five (45) days of the bids having been opened, I will execute a contract for the work within fourteen (14) days thereafter.

I propose to provide the following Items for the following unit pricing:

Pricing is per bid specifications provided within this Invitation for Bids. All activities not expressly mentioned in these specifications, but involved in carrying out their intent are required and the Contractor shall perform the same as though they were specifically mentioned, described, and delineated – including the provision of incidental equipment and supplies.

**Total Lump Sum Bid Amount**      \$ \_\_\_\_\_

In words: \_\_\_\_\_

The Bidder certifies that materials meet or exceed the requirements of the bid specifications. Any OR EQUAL submissions require accompanying documentation. The Town has the sole discretion to determine if a product or method is EQUAL. Bidder certifies that they have been in the business of providing steel tension membrane buildings for 5 years or more under the same name.

I understand that the town reserves the right to reject any and all bids, and waive any minor or non-material informalities, if deemed to be in its best interests.

I understand that the Town may hold my bid for forty five (45) days prior to awarding a contract.

I certify, under the penalties of perjury, that (1) I have had an opportunity to view the full bid package and am aware it was my responsibility to perform my own due diligence appropriate to submitting this proposal, (2) I am fully authorized to submit this bid, (3) I have not engaged in discussions, negotiations, or collusion with any person to determine what my bid will be and (4) that I, to the best of my knowledge and belief, have paid all taxes, fees, assessments, betterments or other municipal charges that I owe to the Town of Templeton or have payment agreement in place or have filed an appeal over the same.

\_\_\_\_\_  
Signature of Bidder

Corporate  
Seal

\_\_\_\_\_  
Title of Bidder

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

The Office of the Attorney General, Washington, DC, requires the following information on all bid proposals amounting to \$1,000.00 or more:

\_\_\_\_\_ Federal Tax ID Number (this number is regularly used by companies when filing their "EMPLOYER'S FEDERAL TAX RETURN, U.S." Treasury Department Form 941

\*IF A CORPORATION, INCLUDE WITH YOUR BID A CORPORATE RESOLUTION LISTING ALL DULY AUTHORIZED SIGNERS ON BEHALF OF THE CORPORATION AND CHECK HERE

\*IF A PARTNERSHIP, INCLUDE A LIST OF NAMES/ADDRESSES OF ALL PARTNERS AND CHECK HERE

\*IF A PROPRIETORSHIP, COMPLETELY FILL OUT INFORMATION ABOVE ONLY AND CHECK HERE

**PAYMENT BOND**

Know All Men By These Presents: That we, \_\_\_\_\_  
\_\_\_\_\_ as PRINCIPAL, and, as SURETY,  
are held and firmly bound unto the Town of Heath as Obligee, in the sum of  
\_\_\_\_\_dollars \$\_\_\_\_\_ to be  
paid to the Obligee, 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 Obligee, bearing the date of  
\_\_\_\_\_, 20\_\_\_\_, for the construction of \_\_\_\_\_  
\_\_\_\_\_(Project Title) in Heath, Massachusetts. Now, the  
conditions of this obligation are such that if the PRINCIPAL and all Sub-contractors under said contract 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 purposes or items set out in,  
and to be subject to, provisions of M.G.L. c. 30, sec. 39A, and M.G.L.  
c. 149 sec. 29, as amended, then this obligation shall become null and void; otherwise it shall remain in full  
force, virtue and effect. In Witness Whereof, the PRINCIPAL and SURETY have hereto set their hands and  
seals this day of \_\_\_\_\_, 20\_\_\_\_\_.

PRINCIPAL SURETY

\_\_\_\_\_

BY \_\_\_\_\_(SEAL) (ATTORNEY-IN-FACT) (SEAL) (Title)

ATTEST: \_\_\_\_\_ ATTEST: \_\_\_\_\_

## REFERENCES

Please list **AT LEAST THREE** references, **FOR BUILDINGS THAT HAVE BEEN IN USE FOR AT LEAST FIVE YEARS AND ARE AS LARGE OR LARGER THAN THE PROPOSED PROJECT**. Please make sure contact information is **CURRENT**. Inability to check references may affect the eligibility of your bid. Use additional sheet for more references.

**1** \_\_\_\_\_  
Name of Project \_\_\_\_\_ Date of Construction \_\_\_\_\_

\_\_\_\_\_  
Name of Contact Person \_\_\_\_\_ Title of Contact Person \_\_\_\_\_

\_\_\_\_\_  
Phone Number \_\_\_\_\_ Scope of Work \_\_\_\_\_

Building Use: \_\_\_\_\_  
\_\_\_\_\_

**2** \_\_\_\_\_  
Name of Project \_\_\_\_\_ Date of Construction \_\_\_\_\_

\_\_\_\_\_  
Name of Contact Person \_\_\_\_\_ Title of Contact Person \_\_\_\_\_

\_\_\_\_\_  
Phone Number \_\_\_\_\_ Scope of Work \_\_\_\_\_

Building Use: \_\_\_\_\_  
\_\_\_\_\_

**3** \_\_\_\_\_  
Name of Project \_\_\_\_\_ Date of Construction \_\_\_\_\_

\_\_\_\_\_  
Name of Contact Person \_\_\_\_\_ Title of Contact Person \_\_\_\_\_

\_\_\_\_\_  
Phone Number \_\_\_\_\_ Scope of Work \_\_\_\_\_

Building Use: \_\_\_\_\_  
\_\_\_\_\_

---

## TAX COMPLIANCE AND NON-COLLUSION STATEMENTS

Any person or corporation that fails to date, sign with original signature, and submit the following statements shall not be awarded this contract.

### Tax Compliance

Pursuant to M.G.L. Ch. 62C, Sec. 49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.



\_\_\_\_\_  
Authorized Official's Signature

\_\_\_\_\_  
Title of Person Signing

\_\_\_\_\_  
Typed or Printed Name of Person Signing

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

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Address

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email Address

**Certificate of Non-Collusion**

The undersigned certifies under penalties of perjury that this bid 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.

Date \_\_\_\_\_



\_\_\_\_\_  
Authorized Official's Signature

\_\_\_\_\_  
Typed or Printed Name of Person Signing

\_\_\_\_\_  
Company or Corporation

## DEBARMENT STATEMENT

Any person or corporation that fails to date, sign with original signature, and submit the following statement shall not be awarded this contract.

### Debarment (Chapter 550, Acts of 1991)

The undersigned certifies under penalties of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth of Massachusetts under the provisions of Section 29F of Chapter 29 of the General Laws, or any other applicable debarment provisions of any other Chapter of the General Laws, or any Rule or Regulation promulgated thereunder.

Date \_\_\_\_\_



\_\_\_\_\_  
Authorized Official's Signature

\_\_\_\_\_  
Typed or Printed Name of Person Signing

\_\_\_\_\_  
Company or Corporation



OSHA CERTIFICATION

I hereby certify that all of our employees who will be employed at the work site have successfully passed the OSHA approved 10-hour safety course, and we have proof on file. I also certify that I am able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work.

Date \_\_\_\_\_

 Authorized Official's Signature

\_\_\_\_\_  
Typed or Printed Name of Person Signing

\_\_\_\_\_  
Company or Corporation

\_\_\_\_\_  
Name and Tel # of Person who will be filing CERTIFIED PAYROLL

**SAMPLE – A CONTRACT SUBSTANTIALLY IN ACCORDANCE WITH THIS DOCUMENT WILL BE REQUIRED TO BE EXECUTED WITH THE TOWN. SUBMITTAL OF A BID INDICATES ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS CONTRACT. REQUESTED CHANGES MUST BE MADE IN THE FORM OF A WRITTEN QUESTION DURING THE BIDDING PERIOD.**

**OWNER-CONTRACTOR AGREEMENT**

**SUPPLY AND INSTALL SALT SHED HEATH, MA**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ in the year 20 \_\_\_\_\_, between \_\_\_\_\_, with a usual place of business at \_\_\_\_\_,

\_\_\_\_\_ hereinafter called the CONTRACTOR, and the Town of HEATH, MA, acting by its Select Board, at its usual place of business, hereinafter called the OWNER.

The CONTRACTOR and the OWNER, for the consideration hereinafter named, agree as follows:

**1. Scope of Work**

The Contractor shall furnish all labor, materials, equipment, bonds and insurance to perform all work required for the project known as SUPPLY AND INSTALL SALT SHED (the "Project"), in strict accordance with the Contract Documents and all related Drawings and Specifications. The said Documents, Specifications, Drawings and any general and supplementary conditions included in the Invitation for Bids soliciting this Agreement and the Contractor's bid submitted in response thereto are incorporated herein by reference and are made a part of this Agreement.

**2. Contract Price**

The Owner shall pay the Contractor for the performance of this Agreement, subject to additions and deductions provided herein, in current funds, the sum of \_\_\_\_\_.

**3. Commencement and Completion of Work**

It is agreed that time is of the essence of this Agreement. The Contractor shall commence and prosecute the work under this Agreement upon the Owner's issuance of a Notice to Proceed. In the absence of appropriate funding, the Owner shall have the right to terminate this Agreement without further liability to the Contractor. All work pursuant to this Agreement shall be completed within \_\_\_\_\_ weeks of the Notice to Proceed.

- A. Definition of Term: The Term "Substantial completion" shall mean the date certified by the Owner when the Project is sufficiently complete, in accordance with the Contract Documents, so the Owner may utilize the project, or designated portion(s) thereof, for the use for which it is intended.
- B. Time as Essential Condition: It is understood and agreed that the commencement of and substantial completion of the work are essential conditions of this Agreement. It is further agreed that time is of the essence for each and every portion of the Contract Documents wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract Documents any additional time is allowed for the completion of any work, the new time fixed by such extension shall be of the essence of this Agreement. It is understood and agreed that the times for the completion of the work are reasonable, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

- C. Progress and Completion: Contractor shall commence work promptly upon receipt of a Notice to Proceed and shall prosecute and complete the work regularly, diligently and uninterruptedly at such a rate of progress as will insure Substantial Completion within the stipulated Project Schedule.

#### 4. Performance of the Work

- A. Direction of the Work: The Contractor shall supervise and direct the Work, using his best skills and attention which shall not be less than such state of skill and attention generally rendered by the contracting profession for projects similar to the Project in scope, difficulty and location. The Contractor shall maintain adequate supervisory personnel at the project site during the performance of the Work. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Agreement.
- B. Responsibility for the Work:
  - (1) The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor. This obligation shall also extend to the presence on the Site of suppliers of materials or equipment, their employees, contractors, and agents engaged in the work.
  - (2) The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Owner in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the Contractor.
- C. Permits and Fees: Unless otherwise expressly provided, the Contractor shall secure and pay for all permits and fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the Agreement and which are legally required at the time the bids are received, and the same shall at all times be the property of the Owner and shall be delivered to the Owner upon completion of the Project.
- D. Notices, Compliance With Laws:
  - (1) The Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work. The Contractor shall provide the Owner with reproductions of all permits, licenses and receipts for any fees paid. The Owner represents that it has disclosed to the Contractor all orders and requirements known to the Owner of any public authority particular to this Agreement.
  - (2) If the Contractor observes that any of the Contract Documents are at variance with applicable laws, statutes, codes and regulations in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be accomplished by appropriate modification.
  - (3) If the Contractor performs any Work which he knows or should know is contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility therefor and shall bear all costs attributable thereto that are incurred by the Owner.
  - (4) In the performance of the Work, the Contractor shall comply with all applicable federal, state and local laws and regulations including those relating to workplace and employee safety. All workers on the site must have OSHA 10 certification at a minimum. The Contractor shall notify the Owner immediately of any conditions at the place of the work which violate said laws and regulations and shall take prompt action to correct and eliminate any such violations.
- E. Project Superintendent: The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site at all times during the progress of the Work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.

- F. Progress Schedule: The Contractor, immediately after being awarded the Contract, shall prepare and submit for the Owner's information an estimated progress schedule for the Work. The progress schedule shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.
- G. Drawings, Specifications and Submittals:
- (1) The Contractor shall maintain at the site for the Owner one record copy of all Drawings, Specifications, Addenda, Change Orders and other Modifications, and "As-Built" Drawings and Specifications in good order and marked currently to record all changes made during construction of the installation, and approved Shop Drawings, Product Data and Samples. These shall be delivered to the Owner upon completion of the Work.
  - (2) By approving and submitting Shop Drawings, Product Data and Samples, the Contractor represents that he has determined and verified all materials, field measurements, and field construction criteria related thereto, or will do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
  - (3) The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Owner's approval of Shop Drawings, Product Data or Samples unless the Contractor has specifically informed the Owner in writing of such deviation at the time of submission and the Owner has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data or Samples by the Owner's approval thereof.
  - (4) The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data or Samples, to revisions other than those requested by the Owner on previous submittals.
  - (5) No portion of the Work requiring submission of a Shop Drawing, Product Data or Sample shall be commenced until the submittal has been approved by the Owner. All such portions of the Work shall be in accordance with approved submittals.
- H. Protection of the Work and Owner's Property: The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this Agreement. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. All Work shall be performed in compliance with the conditions for on-site work defined in the Technical Specifications included in the Invitation for Bids soliciting this Agreement. The Contractor, and its subcontractors, if any, shall be responsible for the security of all material, supplies and equipment maintained on the premises until the completion of the Work.
- I. Quality of the Work: The Contractor shall perform the work in a good, workmanlike manner. The Contractor hereby guarantees that the entire work constructed by him under the Agreement will meet fully all requirements thereof as to quality of workmanship and materials. The Contractor hereby agrees to make at his own expense any repairs or replacements made necessary by defects in materials or workmanship supplied to him that become evident within \_\_\_\_\_year(s) after the date of the final payment, and to restore to full compliance with the requirements set forth herein any part of the work constructed hereunder, which during said period is found to be deficient with respect to any provisions of the Contract Documents. The Contractor also agrees to indemnify and hold the Owner harmless from claims of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written orders for same from the Owner. If the Contractor fails to make the repairs and replacements promptly, the Owner may do the work and the Contractor shall be liable to the Owner for the cost thereof.
- J. Warranty: The Contractor guarantees to Owner that all materials incorporated into the work will be new unless otherwise specified or agreed. Prior to final payment, the Contractor shall deliver to the Owner all manufacturers' warranties, together with such endorsements or assignments as are necessary to ensure to the Owner the full rights and benefits of such warranties.

- K. Affirmative Action/Equal Employment Opportunity: The Contractor is directed to comply with all applicable federal laws, state laws, Ordinances, Bylaws, and rules and regulations regarding affirmative action/equal employment opportunity requirements. The Contractor shall not discriminate against any person because of race, age, handicap, sex, creed, color, religion, national origin, ancestry, sexual orientation, or any protected class under the law. Failure of the Contractor to comply with any such law, rule or regulation shall constitute grounds for the Owner to terminate the Agreement.
  
- L. Site Information Not Guaranteed; Contractor's Investigation: All information given in the Contract Documents relating to existing conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the Owner. All such information is furnished only for the information and convenience of the Contractor and is not guaranteed. It is agreed and understood that the Owner does not warrant or guarantee that the conditions, natural phenomena, existing pipes, or other structures encountered during construction will be the same as those indicated in the Contract Documents. Contractor has familiarized himself with the nature and extent of the Contract Documents, work, locality, and with all local conditions and federal, state, and local laws, rules, ordinances, and regulations that in any manner may affect costs, progress, or performance of the Work. Contractor has made, or has caused to be made, examinations, investigations, and tests and studies of such reports and related data in addition to those referred to in the paragraph above as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other Terms and Conditions of the Contract Documents; and no additional examinations, tests, investigations, reports, and similar data are or will be required by the Contractor for such purposes. Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the Contract Documents. Contractor has given the Owner written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents, and the resolution thereof by the Owner is acceptable to the Contractor. It is further agreed and understood that the Contractor shall not use or be entitled to use any of the information made available to him or obtained in any examination made by him in any manner as a basis of or ground for any claim or demand against the Owner, arising from or by reason of any variance which may exist between the information made available and the actual subsurface conditions or other conditions or structures actually encountered during the construction work, except as may otherwise be expressly provided for in the Contract Documents.

5. Wage Rates: Prevailing Wage Rates as determined by the Commissioner of the Department of Labor and Workforce Development under the provisions of Massachusetts General Laws, Chapter 149, Section 26 to 27G, as amended, apply to this project. It is the responsibility of the Contractor to provide the Owner with certified payrolls and to comply with all requirements of the above-cited statutes. The schedules of prevailing wage rates are included in the Contract Documents.

6. Payments to the Contractor: Within fifteen (15) days after receipt from the Contractor of a proper and satisfactory payment request of the amount due, the Owner shall have fifteen (15) days to make payment for:

- A. The work performed during the billing period.
  
- B. The materials not incorporated in the Work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the Contractor has title, or to which a Subcontractor has title and has authorized the Contractor to transfer title to the Owner.
  
- C. Less the following retention items:
  - 1. A retention based on an estimate of the fair value of the Owner's claims against the Contractor.
  - 2. A retention for direct payments to Subcontractors, if any, based on demands for same in accordance with the provisions of Section 39F of Chapter 30 of the General Laws.
  - 3. A retention not exceeding five percent (5%) of the approved amount of the periodic payment.

- D. After the receipt of a request for final payment and within sixty-five (65) days after the Contractor fully completes the Work, or substantially completes the Work so that the value of the Work remaining to be done is, on the estimate of the Owner, less than 1% of the original Contract Price, the Owner shall pay the Contractor the entire balance due on the Contract less:
1. A retention based on an estimate of the fair value of the Owner's claims against the Contractor and of the cost of completing the incomplete and unsatisfactory items of work.
  2. A retention for direct payments to Subcontractors, if any, based on demands of same in accordance with the provisions of Section 39F of Chapter 30 of the General Laws, or based on the record of payments by the Contractor to the Subcontractors under this Contract if such record of payment indicates that the Contractor has not paid Subcontractors as provided in Section 39F of Chapter 30 of the General Laws.
- E. Changes in the Work: No changes in the work covered by the approved Contract Documents shall be made without prior written approval of the Owner.
- F. Claims for Additional Costs: If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the Owner written notice thereof within twenty (20) days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property. No such claim shall be valid unless so made. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.
- G. Final Payment, Effect: The acceptance of final payment by the Contractor shall constitute a waiver of all claims by the Contractor arising under the Agreement.
- H. Contract Documents: The Contract Documents consist of the following, together with this Agreement:
- Invitation for Bids
  - This Contract Form
  - Contractor's Bid and Bid Form and any Graphics submitted
  - Labor & Materials Payment Bond
  - Non-Collusion Certificate
  - Tax Compliance Certificate
  - Clerk's Certificate of Corporate Vote
  - Certificate of Insurance
  - General Requirements
  - Specifications and Addenda
  - Schedule of Prevailing Wages

## 7. Terms Required By Law

This Agreement shall be considered to include all terms required to be included in it by the Massachusetts General Laws, and all federal laws, as though such terms were set forth in full herein.

### A. Indemnification:

- a. To the fullest extent permitted by law, the Contractor shall defend, indemnify, and save harmless the Town and its respective duly elected or appointed officials, agents and employees (referred to collectively as "Town") from and against all demands, claims, damages, liabilities, losses, costs, and expenses (including, but not limited to, reasonable attorney fees) (referred to collectively as "demands") arising out of or resulting from any work performed pursuant to this Agreement including but not limited to any negligent acts, errors, or omissions of the Contractor, any subcontractor of the Contractor, or any person directly or indirectly employed by any of them, or by a defect of a product or design supplied by the Contractor or subcontractor. Such obligation

shall not negate, abridge, or reduce in any way any additional indemnification rights of the Town, that otherwise may exist under statute or in law or equity.

- b. Contractor assumes full responsibility for relations with any subcontractors employed directly or indirectly by the Contractor and the Contractor shall defend, indemnify, and save harmless the Town from all demands made against the Town by such subcontractor, such subcontractor's agent or employee, or any person, as the result of such subcontractor's work performed pursuant to this Agreement including but not limited to negligent acts, errors, or omissions that arise out of, result from, or are connected with the performance of this Agreement or any subsequent Agreement and is not otherwise subject to indemnifications under subparagraph "a" above.
- c. The Contractor shall defend, indemnify, and hold harmless the Town from any and all demands relating to wages, overtime compensation, or other employee benefits by employees employed directly or indirectly by the Contractor for work performed in connection with the work hereunder or required by state or federal law, including but not limited to Fair Labor Standards Act and Massachusetts Prevailing Wage Law.
- d. The indemnification obligations of the Contractor and subcontractor shall not be limited in any way by any limitations on the amount or type of damages, compensations, or benefits payable by or for the Contractor or subcontractor under any federal or state law.
- e. In the event of a breach of this Agreement by the Contractor, the Contractor shall pay the Town all reasonable attorney fees, costs and other litigation expenses incurred by the Town in enforcing its rights as a result of said breach in addition to any damages for said breach.

## B. Insurance

Prior to commencing work, and throughout the term of this contract, the Contractor shall obtain, and maintain, in the limits and under the conditions set forth below, insurance coverage naming the town, its officers, employees and assigns, as Certificate Holder and additionally Named Insured, for the following types and levels of coverage:

- Workers Compensation	Statutory
- Automobile and Equipment	\$1 Million/\$2 Million
- Property Damage	\$1 Million/\$2 Million
- General Liability	\$1 Million/\$2 Million

The Town shall be earlier than thirty (30) days before any such policy is cancelled.

If a sub-Contractor is used for any portion of the work, the Contractor will provide to the Town a similar certificate, in similar amounts and under similar conditions, from the sub-Contractor. The town must be given 30 days advance notice of cancellation of any insurance required herein.

Should the Contractor fail to maintain such Workers' Compensation insurance, and should the Town be found liable to principals, officers, employees and agents of the Contractor, the Town may recover from the Contractor the amount of any medical costs and compensation paid to or on behalf of the principals, officers, employees and agents of the Contractor and any expenses relating to claims filed under the provisions of Workers' Compensation.

## **Indemnification & Litigation**

The Contractor agrees to indemnify, pay on behalf of, defend and hold harmless the Town and its officers, agents and employees of Templeton from and against any and all claims, demands, suits, actions, costs, judgments, whatsoever, including reasonable attorney's fees, which may be imposed upon, incurred by, or asserted against the Town by reason of (a) any failure on the part of the Contractor under this contract, or (b) for the death, injury or property damage suffered by any person on account of or based upon the act, omission, fault, negligence or misconduct of any person whomsoever other than the Town of Heath. The Town agrees that the Contractor will not be responsible for any suit, action or claim of loss or expenses

because of bodily injury, including death caused by the Town and its agents and employees.

The foregoing indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought here on, and the defense thereof with counsel acceptable to the Town or counsel selected by an insurance company which has accepted liability for any such claim.

This covenant shall survive the termination of this Contract.

7. Notice: All notices required to be given hereunder shall be in writing and delivered to, or mailed first class to, the parties' respective addresses stated above. In the event that immediate notice is required, it may be given by telephone, e-mail or facsimile, but shall, to the extent possible, be followed by notice in writing in the manner set forth above. Termination:

- A. Each party shall have the right to terminate this Agreement in the event of a failure of the other party to comply with the terms of the Agreement. Such termination shall be effective upon seven days' notice to the party in default and the failure within that time of said party to cure its default.
- B. The Owner shall have the right to terminate the Agreement without cause, upon ten (10) days' written notice to the Contractor. In the event that the Agreement is terminated pursuant to this subparagraph, the Contractor shall be reimbursed in accordance with the Contract Documents for all Work performed up to the termination date, and for all materials or equipment not incorporated in the Work, but delivered and suitably stored at the site. Payment for material or equipment stored at the site shall be conditioned upon submission by the Contractor of bills of sale

8. Miscellaneous:

- A. Royalties and Patents: The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified; but if the Contractor believes or has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Owner, and thereafter the Owner insists on the use of the design, process or products specified.
- B. Assignment: The Contractor shall not assign or transfer any of its rights, duties or obligations under this Agreement without the prior written approval of the Owner.
- C. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.
- D. By its signature hereon, the Contractor certifies, under the pains and penalties of perjury, that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the Owner by its authorized representatives who, however, incur no personal liability by reason of the execution hereof or of anything herein contained, as of the day and year first above written.

CONTRACTOR

OWNER: TOWN OF HEATH

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Town Coordinator

\_\_\_\_\_  
Print or Type Name Print or Type Name

\_\_\_\_\_  
Print or Type Name Print or Type Name

\_\_\_\_\_  
Title:



**EXHIBIT 1**  
**PREVAILING WAGE SCHEDULE AND REPORTING**  
**DOCUMENT**

**SEE SEPARATE ATTACHMENT FOR COMPLETE**  
**PREVAILING WAGE SCHEDULE.**

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

In accordance with Massachusetts General Law c. 149, §27B, a true and accurate record must be kept of all persons employed on the public works project for which the enclosed rates have been provided. A Payroll Form has been printed on the reverse of this page 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. 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 from the date of completion of the project.

Each such contractor or subcontractor shall furnish to the awarding authority directly within 15 days after completion of its portion of the work, a statement, executed by the contractor, subcontractor or by any authorized officer thereof who supervised the payment of wages, this form.

**STATEMENT OF COMPLIANCE**

\_\_\_\_\_, 20\_\_\_\_\_

I, \_\_\_\_\_, \_\_\_\_\_  
(Name of signatory party) (Title)

do hereby state:

That I pay or supervise the 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 \_\_\_\_\_

# MASSACHUSETTS WEEKLY CERTIFIED PAYROLL REPORT FORM



Company's Name:			Address:				Phone No.:			Payroll No.:											
Employer's Signature:			Title:				Contract No.:		Tax Payer ID No.:		Work Week Ending:										
Awarding Authority's Name:			Public Works Project Name:				Public Works Project Location:			Min. Wage Rate Sheet No.:											
General / Prime Contractor's Name:			Subcontractor's Name:				"Employer" Hourly Fringe Benefit Contributions														
Employee Name & Complete Address			Employee is OSHA 10 Certified (?)	Work Classification:	Appr. Rate (%)	Worked Hours						Project Hours (A) All Other Hours	Hourly Base Wage (B)	Health & Welfare Insurance (C)	ERISA Pension Plan (D)	Supp. Unemp. (E)	Total Hourly Prev. Wage (F)	(B+C+D+E)	(A x F)	Project Gross Wages (G)	Check No. (H)
						Total Gross Wages															
						Su.	Mo.	Tu.	We.	Th.	Fr.	Sa.									

**NOTE:** Pursuant to MGL Ch. 149 s.27B, every contractor and subcontractor is required to submit a "true and accurate" copy of their weekly payroll records directly to the awarding authority. Failure to comply may result in the commencement of a criminal action or the issuance of a civil citation.

Date received by awarding authority / /
--

