



INVITATION TO BID

Veterans Memorial Garden
495 Hanover Street

3/31/2017

**TOWN OF HANOVER
DEPARTMENT OF COMMUNITY SERVICES
550 HANOVER STREET
HANOVER, MA 02339**

Invitation to Bid
Town of Hanover
Community Services
Construction of Veterans Memorial Garden

Section I: Project Description

The Town of Hanover, acting through its Town Manager, is requesting bids from responsible and responsive parties to construct a Veterans Memorial Garden at 495 Hanover Street, Hanover MA in accordance with the plans drawn and supplied by Merrill Engineering dated November 6, 2016, with the latest revision being December 16, 2016. The scope of this project will primarily be supplying the necessary labor and equipment to prepare the site and install products supplied by others. The specifics of what will be supplied by others will be described in Section II. E. Item 1C

Hanover Street (Rt. 139) is a heavily traveled road in the center of Hanover's Historic District, and this Veterans Memorial Garden is to be located in the heart of this district. Interested parties are advised to fully familiarize themselves with this specification and to visit the proposed job site to fully understand the scope of work.

Sealed bids will be accepted at the Selectmen's Office, Town Hall 550 Hanover Street, Hanover MA 02339 on the approved forms until 2:00 pm local time on May 1, 2017, at which time they will be opened and read aloud.

Electronic copies of the plans, specifications and other contract documents are available online. Go to www.projectdog.com and follow the prompts to a free downloadable bid set. Obtain a CD bid set from Projectdog; free for pick up. Questions regarding plan distribution should be directed to Projectdog at (978) 499-9014.

Paper copies of the plans, specifications and other contract documents are available at the Selectmen's Office, Hanover Town Hall, 550 Hanover Street, Hanover MA 02339 after 8:00 am local time on April 3, 2017. Office hours are Monday – Friday, 8:00 am to 4:00 pm, excluding legal holidays.

Each bid shall be accompanied by a bid guaranty in the form of a bid bond, issued by a responsible surety company licensed to do business in Massachusetts, or a certified check, or a treasurer's or cashier's check issued by a responsible bank or trust company and made payable to the Town of Hanover in the amount of 5% of the bid price.

All bids for this project are subject to applicable public bidding laws of Massachusetts, including MGL chapter 30, section 39M as amended.

All bidders must complete the attached Certificate of Non-Collusion, Bidder's Certification Regarding Payment of Prevailing Wages, Tax Compliance Certificate, Bidder's List of Proposed Equipment, and a Bidder's Qualification Form. All bid forms must be either typewritten or written in ink. All signatures must be in ink. All materials will meet all applicable standards as identified in the respective bid specifications. The Town of Hanover reserves the right to reject any or all bids should it be deemed in the best interest of the Town to do so.

Section II: Contractor's Responsibilities:

A. Scope of Services

1. Mobilization and demobilization.
2. Provide all necessary labor, superintendence, machinery, equipment, materials, trucking, field engineering, and tools to execute the Description of Proposed Work under section II.E.
3. The intent of this project is to construct a Veterans Memorial Garden to include all of the new granite structures, flagpoles, lighting, and walkway sub base and brick pavers in areas designated on the plans. Also, the contractor is responsible for installing the new trees and bushes as outlined on the landscaping plan. The concrete and subbase gravel material will be supplied and donated by others and is not to be included in this bid price. Also, the stamped concrete walkway will be installed by a local vendor, and the labor is being donated for this project, this bid should only include labor only to prep the walkways to receive the new stamped concrete.
4. All material and equipment furnished shall be subject to the inspection and approval of the Town. All construction shall be in accordance with all applicable State and Local standards and regulations. Disposal of all demolished materials is the responsibility of the contractor and must be off-site in accordance with Federal, State, and Local requirements.

B. Dig Safe Notification

1. The Contractor shall obtain a Dig-Safe number for this project, notify all utilities not covered by Dig Safe of the proposed work, take all necessary means to protect utilities, including town and privately owned utilities, and be responsible for any damage to utilities as a result of the activities in the execution of this contract.
2. The Contractor shall exercise care not to disturb or break existing manholes, catch basins, valve boxes and other castings which may be located on the surface of the road.
3. Utilities that have been properly marked then disturbed or broken by the Contractor will be repaired by the Contractor.

C. Inherent costs included in proposal price

1. Inherent in the vendor's price shall be fuel to operate vendor's equipment, necessary spare parts to execute the contract, travel costs, food and lodging for personnel, insurance including workmen's compensation, vehicle liability insurance, and general liability insurance, as well as any and all other incidental costs needed to faithfully execute the contract. .

D. Additional Obligations of the Contractor

1. The Contractor will maintain an agreed upon schedule subject to severe weather conditions.
2. The contractor shall have sufficient back-up equipment available to him in the event of breakdowns.

3. The Contractor shall have a supervisor or foreman available to direct operations and report to the Assistant Town Manager/Building Commissioner or his designee any problems and progress.
4. It is the intent of these specifications to provide the Department with quality material, service and good product suitable for its road maintenance program. All items will be bid, delivered and installed and subject to the Assistant Town Manager/Building Commissioner approval prior to final payment.
5. Contractor shall comply with all necessary and required insurance policies contained herein.
6. Provide all necessary safety equipment and signage to protect workers, abutters, and motorists traveling through the job site.
7. Provide and employ adequate dust control techniques such as the application of water and calcium chloride or some other approved dust control chemical to keep dust from this operation to a minimum.
8. Supply and maintain traffic control devices within the limits of work to adequately warn motorists and pedestrians of hazards.
9. The Contractor shall secure the site, including but not limited to the construction of fencing or other protective barriers. No materials or equipment shall be stored or placed in such a way so as to interfere with entrances, roads and exits. Protect as much of the surrounding landscape as possible from disturbance. All distributed grass area must be graded and seeded.
10. The contractor shall provide and maintain a working environment that is safe and poses no risks to the health of Hanover Parks and Recreation campers and staff. All construction personnel must be CORI checked.

E. Description of Proposed Work

Item 1: Preparation of Site – Installation of Veterans Memorial Garden

A. Scope of Services

1. Mobilization and demobilization.

Mobilization

This element of work shall consist of the mobilization of the CONTRACTOR'S forces and equipment necessary for performing the work required under the contract documents including the transportation of personnel, equipment, operating supplies and other preparatory work at the site. The work shall also include final cleanup of the work area and the demobilization of the CONTRACTOR'S forces and equipment.

Demobilization

Perform all work and operations necessary to accomplish final clean up including the removal of personnel, equipment, supplies, and incidentals from the project site.

The Town will not consider the work complete and **will not make final payment** until all areas the CONTRACTOR occupied in connection with the project have been cleaned and permanently stabilized. This includes but not limited to removal of all rubbish, equipment, excess materials, temporary structures, weeds and all other items deemed unacceptable by the Town. All rubbish and waste materials shall be removed from the construction area and disposed of in a manner consistent with all applicable state and federal laws. All property, both public and private, that was damaged in the prosecution of the work shall be restored in an acceptable manner, restore positive drainage where practical, and leave all space under structures unobstructed and in such condition that drift will not collect and induce scouring or clogging.

2. Provide by the Bidder

The Bidder understands and agrees to perform all work (furnish and install) as specified on plans drawn by Merrill Associates excluding all labor and materials (as outlined in Item 1C) that will be donated by others. Also, the Bidder will provide;

- All pavers (City Hall Paver) are to be included in the Bid. Color of pavers to be chosen by the Town
- All rebar and steel material.
- Install 3" PVC conduit under all walkways for electrical work as specified on plan (all wiring and lights to be installed by others).
- Install 4" schedule 40 PVC piping under all walkways for future irrigation to be installed by others.
- All labor and material for a stone wall along Route 139 (Hanover Street) and along one side of the entrance as shown on the plan.
- Provide and install all fence posts per specifications on the plan
- Install all granite to include memorial wall and granite benches
- Pavement striping on pavement per plan

B. Payment

Payments to be made in accordance with agreed upon payment plan after construction schedule is set.

C. Excluded Items:

The following work and furnishings will be donated by others.

- All site material to include; gravel, sub-base, loam, and concrete.
- All granite shown on plans will be supplied by the Town of Hanover and delivered to the site
- Labor to install stamped concrete walkways
- Wiring and lights to be installed by others, in conduit to be installed and included in this bid.
- All granite shown on the plan will be supplied by the Town of Hanover and delivered to the site.

Section III: Town of Hanover's Responsibilities

A. Traffic Control and Pedestrian Safety

1. The Town of Hanover will provide sufficient police details at no additional cost to the contractor to ensure the safe and orderly flow of traffic and pedestrians through the job site.

B. Potable Water

1. The Town of Hanover will provide potable water to assist in the execution of this project at no cost to the vendor. Water will be supplied from a metered hydrant to the contractor's equipment. The contractor is responsible for providing an air gap or other suitable means of backflow/cross connection control to prevent contamination of the Town's public water supply. Hydrants will be operated solely by Town of Hanover personnel.

C. Other

1. The Assistant Town Manager/Building Commissioner or his designee shall oversee all work.

Section IV: Information to Bidders

A. Guarantee

1. Proposals must be accompanied by a properly certified check or bid bond in the amount of 5% of the proposed bid payable to the Town of Hanover.
2. Pursuant to M.G.L. Chapter 30, section 39M, the winning contractor shall provide a labor and materials payment bond of 50% of the estimated contract price.

B. Insurance

1. Workmen's Compensation Insurance, Disability, Unemployment Compensation
 - A. The contractor will provide and maintain and shall require its subcontractors to provide and maintain, all required insurance for its employees, including disability, worker's compensation, and unemployment compensation, in accordance with the laws of the Commonwealth of Massachusetts.
2. Motor Vehicle and General Liability Insurance
 - A. The contractor shall provide and maintain, and shall require its subcontractors to provide and maintain appropriate motor vehicle and comprehensive general liability insurance covering property damage and personal injuries in amounts equal to or greater than those currently carried by the Town. The current minimum amounts shall be general liability of at least \$1,000,000 bodily injury and property damage liability per occurrence and \$3,000,000 aggregate. The minimum amounts of automobile liability insurance shall be at least \$1,000,000 bodily injury and property damage per accident. The vendor and any subcontractor it uses shall provide the Town of Hanover with certificates of insurance evidencing the insurance required by this paragraph, which shall name the Town as an "additional insured" and include a thirty-day notice of cancellation to the Town.

C. Prosecution and Progress

1. The contractor shall commence work when directed after execution of the contract. The Contractor shall pay to the Town of Hanover the sum of five hundred (\$500.00) dollars per day for each day required by him to complete the work prescribed herein beyond the time stipulated in the proposal, said sum to

compensate the Town of Hanover for all damages suffered due to the failure of the contractor to fully complete said work on or before specified date of completion.

D. Prevailing Wage

1. Pursuant to M.G.L., the contractor shall pay all personnel involved in the execution of this contract the prevailing local union wage for such activities. The prevailing wage rates as determined by the Commonwealth of Massachusetts, Department of Labor and Workforce Development as specified in M.G.L. Chapter 149, sections 26 to 27F inclusively apply and are attached.
2. The contractor is required to record the hours worked and wages paid to each employee and shall provide the town with certification that the prevailing wages have been paid and a copy of these records on a weekly basis.

E. Additional Required Documentation

1. All bidders must complete attached Certificate of Non-Collusion, Bidder's Certification Regarding Payment of Prevailing Wages, Tax Compliance Certificate, and a Bidder's Qualification Form.
2. Per Massachusetts General Laws, all employees who are to be employed at the worksite and employees of subcontractors shall have completed a course in construction safety approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time that the employee begins work. All covered employees must carry documentation of OSHA 10 training when they are on the worksite or be able to immediately direct a representative of the Attorney General's Office (AGO) to where documentation is kept on the worksite. If a covered employee cannot provide documentation for a representative of the AGO while the representative is on site, the employee will be required to leave the worksite until documentation is provided to the AGO. Contractor shall supply certification of said compliance with each pay requisition. Any person found on the worksite without documentation of successful training is subject to immediate removal.

F. Questions and Addenda

1. All questions regarding this specification shall be made in writing via email to anthony.marino@hanover-ma.gov and must be received on or before 4:00 pm local time on Friday, April 21, 2017. Answers to said questions will be posted in a PDF format to www.Projectdog.com by 8:00 am local time on Monday, April 24, 2017. It is the responsibility of bidders to check the website for updates. By submitting a bid, bidders acknowledge that their bids are based on all addenda that have been posted on the website.

Section V: Project Timetable

A. Hours of Work

Equipment may be operated Monday through Friday, 7 am through 4 pm. The contractor shall clean up as the project progresses. The contractor shall provide and maintain a working environment that is safe and poses no risks to the health of the Town of Hanover Parks and Recreation campers and staff. Additional hours may be allowed, at the Town's sole discretion, based on a demonstration of compelling need by the

contractor and a demonstration that the operation of equipment will not disturb the peace and tranquility of the surrounding neighborhood.

B. Project Commencement

1. The project shall commence between June 1, 2017, and September 15, 2017, unless otherwise authorized by the Assistant Town Manager/Building Commissioner.

C. Project Completion

1. The vendor shall use due diligence to complete this project in a timely manner.
2. All work shall be completed on or before September 15, 2017, unless otherwise authorized by the Assistant Town Manager/Building Commissioner.

Section VI: Pricing Structure and Rule for Award

A. Rule for award

1. One contract will be awarded to the responsive and responsible bidder offering the lowest overall price for the completed project based on the unit prices and estimated quantities on the bid form. The Town will check arithmetic on the bid form in its determination of lowest overall contract price.

Section VII: Environmental Control

A. Dust Control

1. The vendor shall provide and employ adequate dust control techniques to keep dust from this operation to a minimum.

B. Daily Sweeping and Containment

1. The vendor shall sweep the job site every day and take all reasonable means to prevent dust and construction materials from entering private property.

Section VII: Payments

A. Terms

1. The payment terms of this contract shall be net 30.
2. A progress payment plan will be agreed upon based upon the bid price and the proposed construction schedule.

3. The Town of Hanover is Tax Exempt.

Section VIII: Right to Suspend/Terminate Work

A. Town's Rights

1. The town retains the exclusive right to suspend/terminate the project based on the quality of the work or the failure of the contractor to meet any of the requirements of this specification. The decision to suspend or terminate rests solely with the Assistant Town Manager/Building Commissioner for the Town of Hanover whose decision is final.

B. Contractor's Rights

1. Should the Town terminate or suspend the project, the contractor's sole recourse shall be a collection of the percentage of the total contract work completed, based upon the agreed payment plan.

Section IX. Change Orders

1. All Change Orders must be submitted in writing and approved by the Assistant Town Manager/Building Commissioner before any new work can commence.

Section X: Bid Form

To: Director of Community Services
Town of Hanover
550 Hanover Street
Hanover, MA 02339

The undersigned hereby proposes to supply all labor, superintendence, machinery, equipment, materials, trucking, and tools to perform the work of constructing a Veterans Memorial Garden at 495 Hanover Street, Hanover MA in accordance with the plans drawn and supplied by Merrill Engineering dated November 6, 2016 with the latest revision being December 16, 2016.

The Town of Hanover shall receive Sealed bids will be accepted at the Selectmen's Office, Town Hall 550 Hanover Street, Hanover MA 02339 on the approved forms until 2:00 pm local time on May 1, 2017, at which time they will be opened and read aloud. All bid forms must be either typewritten or written in ink. **All signatures must be in ink.**

The Town of Hanover is tax exempt.

Bid prices shall be considered firm until October 31, 2017.

Acknowledgment that bidder has reviewed and prepared this bid in accordance with _____ addenda.

Estimated Total Contract Price in Figures:

Estimated Total Contract Price in Words:

In accordance with the specifications, the estimated total contract prices are for comparative purposes only. In all cases, the unit prices listed above shall prevail in all comparisons of bids with the contract being awarded in accordance with the price structure and rule for award listed in section VI.

Company

Address

Address

Date

By _____
Signature

Print Name

Title

Telephone

The Town of Hanover reserves the right to reject any and all bids should it be deemed in the best interest of the Town to do so.

All bidders must complete the attached Certificate of Non-Collusion, Bidder's Certification Regarding Payment of Prevailing Wages, Tax Compliance Certificate, and Bidder's Qualification Form. Also bids must contain a 5% bid bond.

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.

(Signature of Individual signing/submitting the bid)

(Name of person signing bid)

(Name of business)

TAX COMPLIANCE CERTIFICATE

Pursuant to M.G.L. Chapter 62C, Section 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all State tax returns and paid all State taxes required under law.

Social Security Number
or Federal Identification
Number

Signature of Individual or
Corporation

Corporate Officer
(If Applicable)

Date: _____

BIDDER'S QUALIFICATION FORM

1. Name of Bidder:
2. Permanent Main Office Address:
3. When Incorporated (If Applicable):
4. Where Incorporated (If Applicable):
5. How many years have you been engaged in the contracting business under your present firm name:
6. Contracts on Hand: (Type of project, client, gross amount, estimated completion date):
7. The general character of work performed by your company:
8. Have you ever failed to complete any work awarded to you?
Yes_____ No_____
If yes, where, when and why:
9. Have you ever defaulted on a contract?
Yes_____ No_____
If yes, where, when and why:
10. List the more important projects, similar to the work of this contract, recently completed by your company, stating the name, address and telephone number of the owner, name and location of similar projects, the approximate cost for each, and time period of contract performance (month and year started/month and year completed).
11. List your major equipment available for this contract.
12. With what banks do you do business?

Page 2 Bidder's Qualification Form

13. Do you grant the Awarding Authority permission to contact this (these) institution(s)?

Yes _____ No _____

Dated at _____ this _____ day of _____

Name of Bidder

By

Title

COMMONWEALTH OF MASSACHUSETTS

_____ being duly sworn, deposes and says that he is

_____ of _____ and that the
Title Name of Organization

answers to the foregoing questions and all statements contained therein are true and correct.

Sworn to me this _____ day of _____, 20____

Notary

My commission expires _____

BIDDER'S CERTIFICATION REGARDING
PAYMENT OF PREVAILING WAGES

The undersigned bidder hereby certifies, under the pains and penalties of perjury, the foregoing bid is based upon the payment to laborers to be employed on the project of wages in an amount no less than the applicable prevailing wage rates established for the project by the Massachusetts Department of Labor and Industries. The undersigned bidder agrees to indemnify the awarding authority for, from and against any loss, expense, damages, action or claims, including any expense incurred in connection with any delay or stoppage of the project work, arising out of or as a result of (1) the failure of the said bid to be based upon the payment of the said applicable prevailing wage rates or (2) the failure of the bidder, if selected as the contractor, to pay laborers employed on the project the said applicable prevailing wage rates.

Date

Name of Bidder

By (Signature)

By (Printed)

Title

Bidder's Courtesy Checklist:

This list does not need to be submitted with the bid. However, the following items **MUST** be submitted, typed or filled in and signed (where applicable) in ink, in order for a bid to be considered responsive.

_____ Bid Sheet

_____ Certificate of non-collusion

_____ Tax compliance certificate

_____ Bidder's qualification form (notarized and filled in completely)

_____ Bidder's certification regarding payment of prevailing wage

_____ 5% bid bond based on the unit prices and quantities listed on the bid sheet