

Town of Wareham, Wareham Public Schools

Wareham High School Concession Stand Construction

Solicitation for written quotes under MGL ch149

Quotes are requested by Wareham Public Schools for the construction of a Concession stand/ticket booth to be built on a foundation that was recently poured.

Provided with this request are

- Description of planned construction.
- Design of planned construction
- Prevailing Wage Schedule.
- Map of proposed location of concession stand.

Also included are the following documents, for information only, to be completed by the successful bidder at the time of contract:

- Draft contract.
- Statement of tax compliance.
- Statement of non-collusion.
- Certificate of Vote (if applicable)

Vendors should provide a written quote of the total cost of constructing the stand as specified and show in the design.

The successful contractor will be required to certify on the bid or contract, under penalties of perjury: (1) that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and (3) that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration. (M.G.L. c. 30, § 39S(a).)

The conditions of employment and prevailing wage rates, as set by the Massachusetts Commissioner of Labor & Industries and included in the specifications, under MA General Law Chapter 149, Section 26-27d, inclusive, as amended, shall prevail in the work of this contract.

The contract will be awarded to the responsible contractor offering to perform the work at the lowest price. Under M.G.L. c. 149, "responsible" means: [D]emonstrably possessing the skill, ability and integrity necessary to faithfully perform the work called."

If the contract price exceeds \$25,000, the selected contractor must furnish a payment bond in the amount of at least 50 percent of the contract price. M.G.L. c. 149, § 29.

Responses should be mailed or emailed to:

Michael MacMillan Wareham Public Schools 3rd Floor, Multi Service Center 48 Marion Road, Wareham MA, 02571 mmacmillan@wareham.k12.ma.us

The deadline for responses is March 30, 2018, 10am.

Awarding authority: Town of Wareham, Wareham, MA

Issue date: Monday, March 3, 2018.

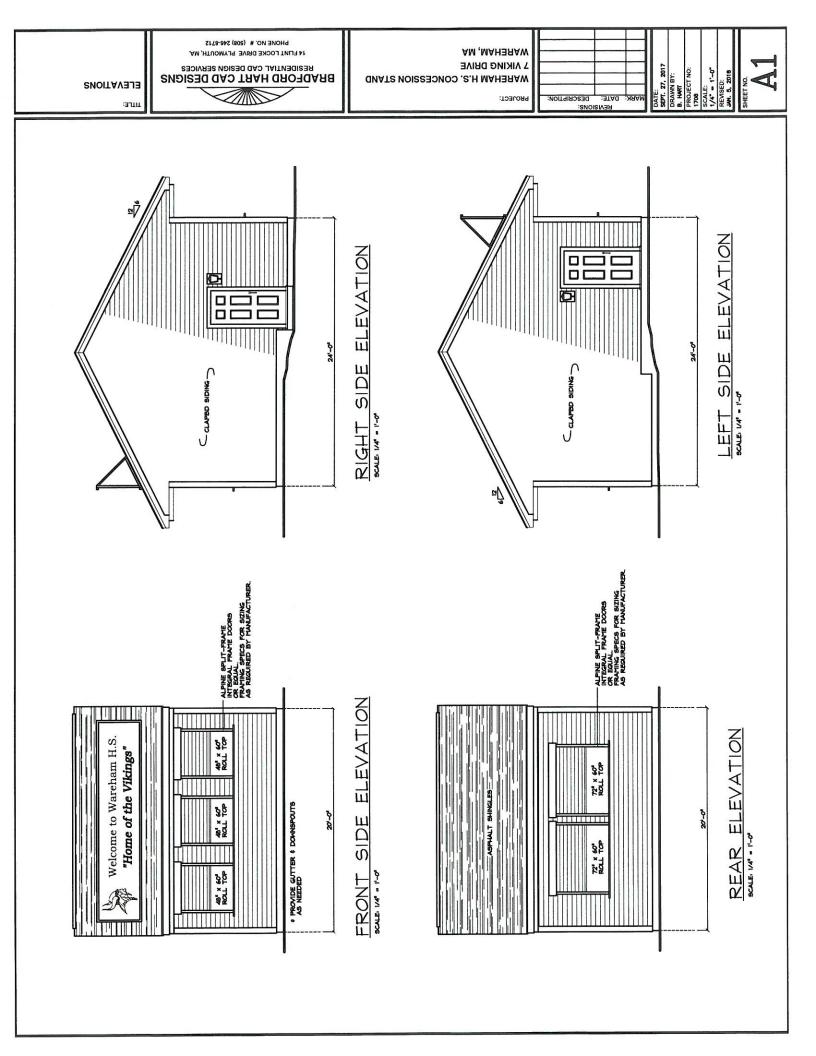
Wareham High School Concession Stand

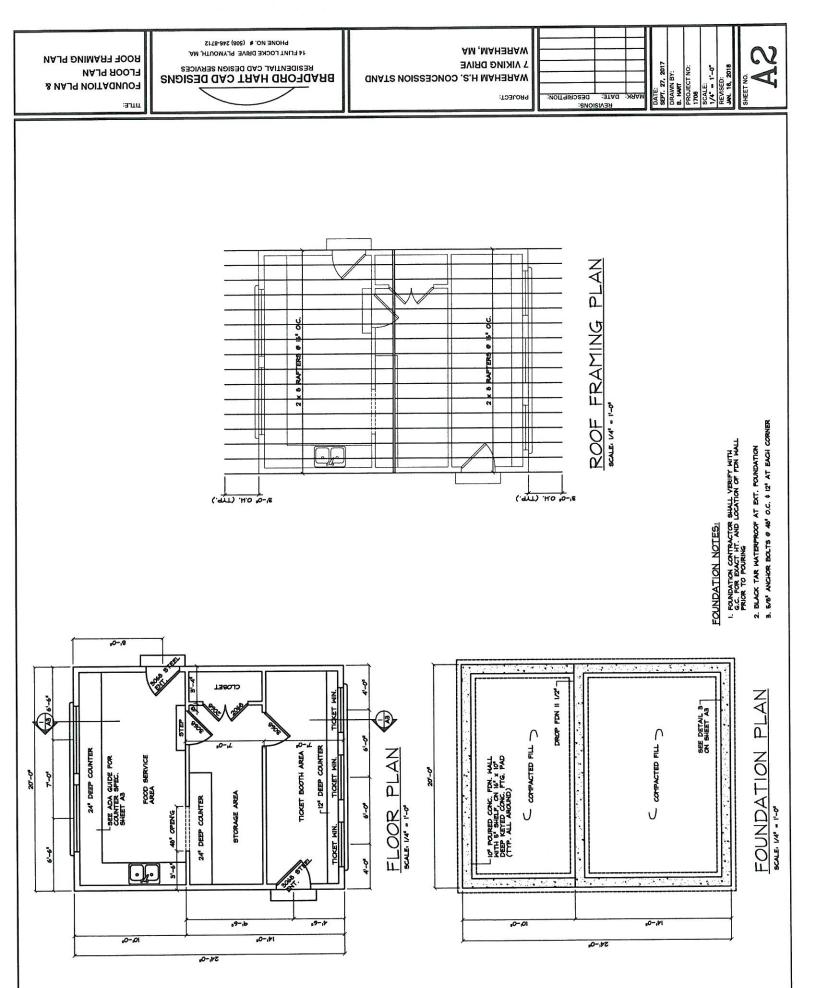
Concession stand/ticket booth to be built on foundation that was recently poured. The building will be located on Spillane Field located behind 48 Marion Road Wareham, MA 02571. The dimensions of the building will be 20' long X 24' wide X 8'4 1'2" high with an angled (12/6) roof with three feet of overhang on the front and back. 2" X 6" pressure treated sill. The walls will be 2" X 6" spruce studs framed 16" on center, 7/16' plywood sheathing with tyvek building paper and exterior grade nails. Three 48" X 60" roll top windows centered and placed on the parking lot side of the building. Two 72" X 60" roll top windows centered and placed on the field side of the building. 12" countertop on front and back the length of the building X 36" high. The building will be divided with a non weight bearing wall to be installed 8' from the parking lot side of the road. A framed closet of 10' X 4' will be framed around this wall with bifold doors. Two Alpine split insulated metal frame doors installed on both sides of the building. Clapboard siding/painting (color to be determined).

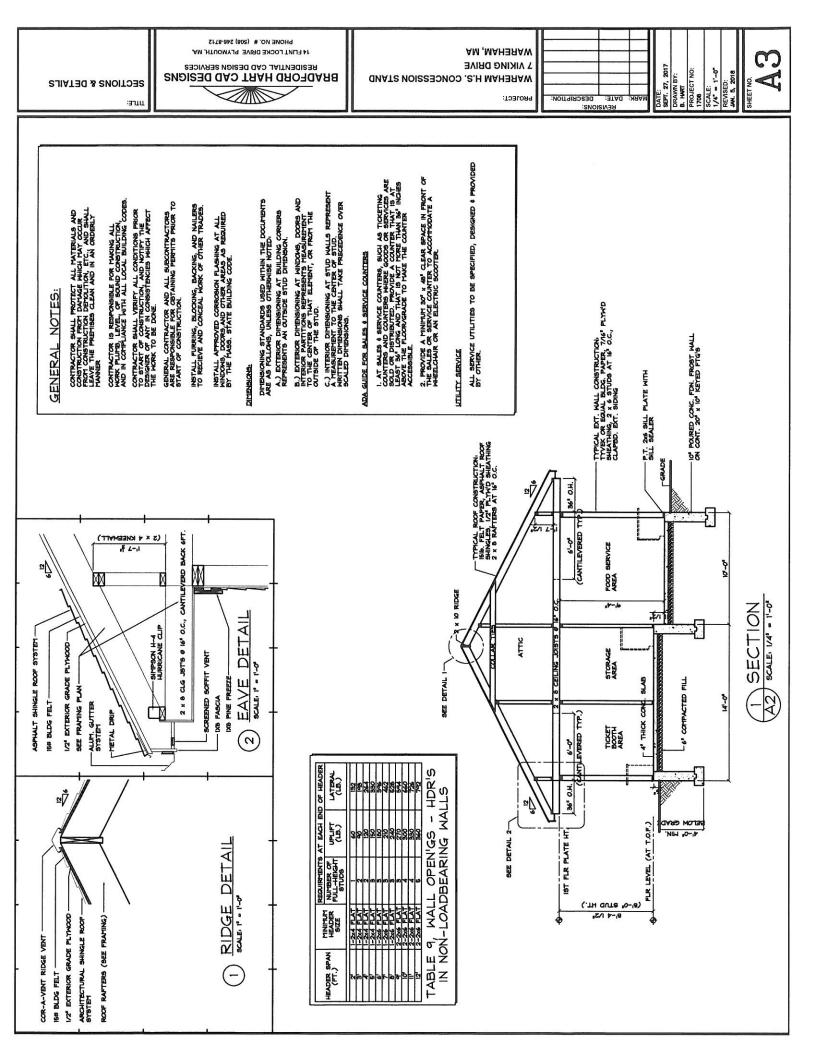
The ceiling will be 2" X 8" ceiling joists. The rafters will by 2" X 8" with the ridge being 2" X 10". ½" exterior grade plywood for the rafters. 15 lb felt paper and 30 year asphalt shingles on the roof with a Cor-A-Vent Ridge Vent. Gutters and downspouts placed as appropriate.

Contractor shall protect all materials and construction from damage which may occur. They shall leave the premises clean and in an orderly manner. Contractor is responsible for making all work plumb, level, of sound construction and in compliance with all local building codes. Contractor shall verify all conditions prior to start of construction, and notify the designer of any inconsistencies which affect the work to be done. General contractor and all subcontractors are responsible for obtaining permits prior to the start of construction. Install furring, blocking, backing and nailers to receive and conceal work of other trades. Install approved corrosion flashing at all windows doors and other areas as required by the Massachusetts state building code. ADA guides must be accounted for.

CAD plans will be available for all bidders on this project.









CONTRACT BETWEEN WAREHAM PUBLIC SCHOOLS AND (VENDOR/COMPANY)

(VENDOR/COMPANY)	
This Agreement is made on this day of, 20, between Wareham	m
Public Schools, acting by and through its duly authorized School Committee, with a	
principal place of business at 48 Marion Road, Wareham, MA. 02571 and	
(VENDOR/COMPANY), with a principal place of business at	
Wareham Public Schools and (Vendor/Compa	ny)
contract for services under the terms and conditions set forth herein.	
I. SERVICES	
(Vendor/Company) will provide the following goods or services:	
Construction high school concession stand, in accordance with attached plans and specifications.	s
II.COMPENSATION	
Upon completion of the services described in Paragraph I above, (Vendor/Company) shall submit an invoice to Wareham Public Schools with any reasonable supporting documentation requested by Wareham Public Schools, reflecting the services performed. Upon satisfactory review of said invoices and documentation, Wareham Public Schools shall remit payment to (Vendor/Company). Total compensation to be paid to (Vendor/Company) pursuant to this contract shall not exceed \$	

III. TIME FOR PERFORMANCE

All services pursuant to this contract shall be performed by (Vendor/Company) no later than (Insert Date).

IV. SUBJECT TO APPROPRIATION

Notwithstanding anything in the contract documents to the contrary, any and all payments which Wareham Public Schools is required to make under this contract shall be subject to appropriation or other availability of funds, as certified by Wareham Public Schools Accountant.

V. ASSIGNMENT

(Vendor/Company) shall not delegate, assign or transfer its duties or interest in this Contract without the express written consent of Wareham Public Schools. If approved by Wareham Public Schools, this contract shall be binding upon (Vendor/Company)'s assigns, transferees and/or successors in interest.

VI. PREVAILING STATUTORY AUTHORITY

The validity, interpretation and performance of this Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

VII. PREVAILING WAGE STATUTE

(VENDOR/COMPANY) will comply with the Massachusetts Prevailing Wage Law, G.L. c. 149, §§ 26-27; c. 5, § 1; c. 71, § 7A and c. 121B, § 29B ("The Prevailing Wage Law"). The Prevailing Wage Schedule for this Project is attached.

VIII. LABOR HARMONY AND OSHA TRAINING CERTIFICATION REQUIREMENTS

(VENDOR/COMPANY) certifies under penalties of perjury (1) that Vesta Corporation is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (2) that all Vesta Corporation employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and (3) that all Vesta Corporation employees to be employed in the work subject to this contract have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.

IX. INSURANCE

(Vendor/Company) shall maintain the following insurance coverage:

- a. General Comprehensive Liability in the amount of \$500,000 for each occurrence and \$1,000,000 in the aggregate;
- b. Automobile Liability in the amount of \$200,000 for personal injury and property damage;
- c. Professional Errors and Omissions Liability in the amount of \$500,000 for each occurrence and \$1,000,000 in the aggregate; and
- d. Workers' Compensation and Employer's Liability in the amount as may be required by Massachusetts General Law Chapter 152.

X. INDEMNIFICATION

(Vendor/Company) hereby indemnifies and agrees to hold harmless Wareham Public Schools against any liability including all claims for bodily injury or property damage that may arise out of the (Vendor/Company)'s performance of its obligations under this contract by itself or a subcontractor, officer, agent or employee.

XI. TERMINATION

This contract may be terminated by either party upon receipt of ten (10) days advance written notice by certified mail to the signatories of Wareham Public Schools Department and (Vendor/Company) noted below. In case of such written notice of

termination, all services under this contract shall cease with the exception of such work as may be necessary to bring the work in progress to a reasonable and safe condition. (Vendor/Company) shall then submit a final bill based on work actually performed. There shall be no penalty for termination for the convenience of Wareham Public Schools.

For (Vendor/Company)	For the Wareham Public Schools,	
Name	 Name	
Title:	Title:	
Date:	Date:	

TOWN OF WAREHAM

STATE TAXES CERTIFICATION

The undersigned duly authorized representative of the Vendor certifies under the pains and penalties of perjury that the Vendor is in compliance with the tax laws of the Commonwealth of Massachusetts.

	Ву:
*Signature of individual or Corporate Name (Mandatory)	Corporate Officer (Mandatory, if applicable)
**Social Security Number (Voluntary)	
Or Federal Identification Number	

^{*} Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant.

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

TOWN OF WAREHAM

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

FIRM	
ADDRESS	

AUTHORIZED INDIVIDUAL

SIGNATURE	
NAME	TITLE
TELEPHONE	FAX
EMAIL	
DATE	

CERTIFICATE OF VOTE

(to be filed if Contractor is a Corporation)

At a duly authorized meeting, the Board of	of Directors of the
3	(Company Name)
held on(Date of Meeting)	, it was VOTED THAT
(Name of Appointee)	
ofbe a	and herby is authorized to execute contracts and
bonds in the name and on behalf of said	,and affix its (Company Name)
corporate seal hereto; and such executio	n of any contract or obligation in the name of
on i	its behalf by such officer under seal of
. shall be v	alid and binding upon
(Company Name)	(Company Name)
I hereby certify that I am the Clerk of the	above named(Company Name)
	(company wante)
that isis	s the duly elected officer as above of said
, and (Company Name)	that the above vote has not been amended or
rescinded and remains in full force and ef	ffect as of the date of this contract.
(Date)	(Clerk of Company)