

**TOWN OF MONTAGUE
PARKS & RECREATION DEPARTMENT**

Village of Turners Falls, MA

REQUEST FOR QUOTES

***UNITY PARK BASKETBALL COURT
&
PLAYGROUND WALKWAY PROJECT***



Bids Due at 1pm Wednesday, March 23, 2022

Bid Conference Wednesday, March 16 at 9am

Project Manager

Jon Dobosz
56 First Street
Turners Falls, MA 01376
(413) 863-3216
recdir@montague-ma.gov

NOTICE OF REQUEST FOR QUOTES

RFQ-FY22-01

The Town of Montague is accepting Quotes for the sealing and re-painting of the outdoor basketball court and playground walkways at Unity Park in Turners Falls, MA.

Quotes shall be submitted in a sealed envelope clearly labeled “Unity Park Project” and be delivered to the Selectboard Office, Montague Town Hall, One Avenue A, Turners Falls, Massachusetts 01376. This RFQ is offered per M.G.L. c. 30, § 39M and work is subject to Prevailing Wage Requirements.

Sealed quotes must be received by Wednesday, March 23, 2022 @ 1:00 PM, at which time all bid packages will be opened and read at the Town Hall Annex Meeting Room at the same address listed above. No exceptions or allowances will be made for late submittals.

A bidders’ conference will be held on Wednesday, March 16, 2022 at 9:00 AM at Unity Park, 56 First St., Turners Falls, MA 01376. Attendance is not mandatory, but is strongly encouraged.

The RFQ is available at <https://www.montague-ma.gov/BIDS>. Registration is required. Once registered, any addenda or notifications will automatically be sent to the email address of registrants on record. **Written questions can be submitted to the Project Manager, Jon Dobosz, at recdir@montague-ma.gov until Friday, March 18, 2022 at 1:00 PM.**

Qualified proposers who are Minority/Women/Disabled Owned Business Enterprises (M/W/D/BE) businesses are encouraged to apply. Other qualified proposers are encouraged to partner with disadvantaged businesses. A listing of certified disadvantaged businesses can be found at <http://www.mass.gov/sdo>.

The Town of Montague reserves the right to accept or reject any or all proposals in total or in part as they may deem in the public’s best interest.

By: Steven Ellis, Chief Procurement Officer
March 9, 2022

The Town of Montague does not discriminate on the basis of race, color, national origin, sex, age, disability, or gender with respect to admission to, access to, or operation of its programs, services or activities

UNITY PARK BASKETBALL COURT/PLAYGROUND WALKWAY PROJECT

Introduction

The Unity Park Basketball Court and Playground Walkway Project is located at 56 First Street in Turners Falls, MA. The park is a highly trafficked area and source of pride to the community. The winning proposer will be responsible for performing all tasks to specification, in accordance with state and local laws and regulations, including but not limited to M.G.L. c. 30, § 39M. Work is subject to Prevailing Wage Requirements.

The Town will award the project to the lowest bidder that is found to be responsible and qualified. The Town reserves the right to award or not award a contract as it determines is within its own best interest.

A. Scope of Services

The objective of this project is to re-paint the outdoor basketball court and playground walkways at Unity Park with products of the best quality that are suitable to actively used recreational spaces, so as to ensure the enduring beauty of the finished project. While specific brands and products are not specified here-in, bidders will be required to use products labeled and warranted for the described use. Basic standards that the bidder agrees to adhere to include:

Surface preparation: Pavement surface must be cleaned entirely of dust, dirt, debris, and any and all vegetation, as well as any loose pavement or deteriorated crack sealant. Surface preparation protocol must meet any and all additional standards described as necessary for use of the intended crack sealing and/or paint products used in the project.

Crack filling: Paintable acrylic crack patch/filler that is suitable to the depth and width of any observed cracks. This may include poured or troweled products, as specified and appropriate. Filler used should be color appropriate relative to final painted surface. Filler is only to be applied when surface and weather conditions are consistent with manufacturer's recommendations.

Painting: Project requires use of 100% acrylic emulsion coating designed for sport and recreational pavement surfaces, fortified with sand for slip resistance and durability. Application with a soft rubber squeegee or other manufacturer approved device. Temperatures must be above 50 degrees both during application and for a period of 24 hours after application.

A minimum of two complete coats required to be applied in accordance with manufacturer specifications. First coat must be allowed to dry thoroughly before applying second coat. Paint coverage must be complete with no voids or thin areas in coverage.

It is the bidder's obligation to affirm all specifications as represented above prior to submitting a bid. **A Bidders' Conference and tour of the project area will be held on March 16, 2022 at 9:00 AM** at Unity Park, Turners Falls, MA. Meeting will begin at the Unity Park Fieldhouse. The site briefing is not mandatory, but attendance is strongly encouraged. Unity Park is a public space and is generally accessible to the public except when programs may occupy an area.

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Base Bid: Basketball Court

Approximate size, 95'x'60 (5,700 sq. ft.). Crack repair needs are minimal and estimated to be up to 50' in total. In total, three colors will be used. This includes one color to be applied to the periphery/key/center circle, and another for the remaining portion of the court as illustrated below in Image 1. New white striping will also be included. Color choice is to be determined by the Project Manager after award, in consultation with the winning bidder.

Image 1



Bid Alternate 1: Playground Walkways

Work will include four separate walkways in the playground area (which include: 38'x5', 20'x5', 62'x5', 38'x5'; equaling 790 sq. ft.), in addition to a bituminous periphery surrounding the water spray area shown in image 2 that is approximately 1,000 sq. ft., making the total playground work area approximately 1,800 sq. ft. Crack repair seems to be minimal, and is estimated to be up to 50' in total. Only one color will be used, not two as in the current design. Color choice is to be determined by the Project Manager after award in consultation with the winning bidder.

Image 2



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Bid Alternate 2: Hop Scotch Areas (2): Work includes approximately 320 sq. ft. and crack repair is estimated at 5' in total. We ask for similar colors for each box to be used; green, light blue, dark blue, brown, red, purple, gray and yellow. Number stenciling and line color will be black. See Image 3 for reference to original condition and Image 4 for present condition.

Image 3



Image 4



B. Proposal Submission Requirements

The completed bid package shall be submitted to the Montague Selectboard Office in a sealed envelope clearly labeled "Unity Park Project" by Wednesday, March 23, 2022 at 1:00 PM. In the event the Selectboard Office is not open, bids may be delivered to the Town Clerk. **These offices are located in Montague Town Hall, One Avenue A, Turners Falls, Massachusetts 01376.** Submittals cannot be accepted after deadline. By submitting a bid, the proposer agrees to perform the work in a timely fashion and to meet or exceed the scope and quality standards described in this RFQ.

The complete bid package must include completed and signed (where applicable):

- Price Quote Form (Do Not Substitute your own form)
- Reference Form
- Certification of Tax Compliance
- Certification of Non-Collusion

The Town will award the project to the lowest bidder that is found to be responsible and qualified. The Town reserves the right to award or not award a contract as it determines is within its own best interest. The Town of Montague is Affirmative Action/Equal Opportunity Employers and encourages submittals from qualified minority and women owned businesses.

C. Insurance Requirements

The winning bidder shall obtain, and maintain in full force and effect during the term of this Agreement, insurance coverage from companies licensed to do business in the Commonwealth of Massachusetts, and acceptable to the TOWN, as set forth below:

General Liability

Bodily Injury Liability	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$2,000,000 per occurrence

Automobile Liability

Bodily Injury Liability	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

All policies shall identify the TOWN as an additional insured (except Workers' Compensation) and shall provide that the TOWN shall receive written notification at least 30 days prior to the effective date of any amendment or cancellation. Certificates evidencing all such coverages shall be provided to the TOWN upon the execution of a project contract.

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D. Key Dates

Following is an anticipated timeline for the project, including dates related to the RFQ process and project implementation. Dates subject to revision but articulate the client's needs.

Bidder's Conference	March 16, 2022 at 9am
Deadline for written questions	March 18, 2022 at 1pm
Deadline for Proposal Submission	March 23, 2022 at 1pm
NOA and Contract Signing	April 4, 2022
Mobilize and execute project	April 11-29, 2022

Work is not expected to be performed when conditions are not suitable for sealing and painting. Work must be completed prior to summer camp season commences on June 6th.

Price Quote Form

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Prices reflect agreement to perform services for a flat fee, as specified in the RFQ

Base Bid: Unity Park Basketball Court: Dollar Amount: \$_____.____

Amount in words _____

Alt 1: Playground Walkways: Dollar Amount: \$_____.____

Amount in words _____

Alt 2: Hop Scotch Areas (includes 2): Dollar Amount: \$_____.____

Amount in words _____

Added Crack Sealing/Patching: Applicable where quantities exceed those identified in specifications and require sealing beyond what the paint application process itself can address.

Cost per linear foot of crack sealing/patching Dollar Amount: \$_____.____

Amount in words _____

Acknowledge Receipt of Any Addenda by Initialing

____ addendum #1

____ addendum #2

____ addendum #3

Business: _____

Street address: _____

City/State/ZIP: _____

Submitted by:

The undersigned certifies that they are authorized to submit this bid on behalf of the business entity.

Name/Title: _____

Signature: _____

Date: _____ FED TAX ID NUMBER: _____

REFERENCES

**Proposer must supply references for three or more projects completed within the last three (3) years.
Public Projects of similar scope and cost preferred where available.**

Reference 1

Client Name and Location: _____

Contact Name and Title: _____

Phone and Email: _____

Completion Date: _____ Price of Service _____

Description of services provided:

Reference 2

Client Name and Location: _____

Contact Name and Title: _____

Phone and Email: _____

Completion Date: _____ Price of Service _____

Description of services provided:

Reference 3

Client Name and Location: _____

Contact Name and Title: _____

Phone and Email: _____

Completion Date: _____ Price of Service _____

Description of services provided:

Attach additional sheets if necessary.

Certificate of Tax Compliance

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A, the signatory for
(Print/type name of contractor)

Certifies under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes.

Contractor:

By: _____

(Signature of authorized representative)

(Title)

(Date)

Certificate of Non-Collusion

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

Signature

Name of person signing proposal

Name of business

Date

SAMPLE CONTRACT

Standard Terms of Agreement – Do Not Include in Bid Submission Project Request for Quotes to be Included as Attachment A

The following provisions shall constitute an Agreement between the Town of Montague, acting by and through its Selectboard, hereinafter referred to as "Town," and <<Insert Contractor Name>>, with an address of _____, hereinafter referred to as "Contractor", effective as of the ____ day of _____, 2022. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Contractor shall perform all work and furnish all services necessary for the XXXXXXXXXX XXXXXXXX project to, including the scope of services set forth in Attachment A.

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete all work and services required hereunder commencing _____, 2022 through June 6, 2022.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of \$ _____. The Contractor shall submit monthly invoices to the Town for services rendered, which will be due 30 days following receipt by the Town.

ARTICLE 4: CONTRACT DOCUMENTS:

The following documents form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein:

1. This Agreement.
2. Amendments, or other changes mutually agreed upon between the parties.
3. All attachments to the Agreement.

In the event of conflicting provisions, those provisions most favorable to the Town shall govern.

ARTICLE 5: CONTRACT TERMINATION:

The Town may suspend or terminate this Agreement by providing the Contractor with ten (10) days written notice for the reasons outlined as follows:

1. Failure of the Contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement.
2. Violation of any of the provisions of this Agreement by the Contractor.
3. A determination by the Town that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Agreement.

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Either party may terminate this Agreement at any time for convenience by providing the other party written notice specifying therein the termination date which shall be no sooner than thirty (30) days from the issuance of said notice. Upon receipt of a notice of termination from the Town, the Contractor shall cease to incur additional expenses in connection with the Agreement. Upon such termination, the Contractor shall be entitled to compensation for all satisfactory work completed prior to the termination date as determined by the Town. Such payment shall not exceed the fair value of the services provided hereunder.

ARTICLE 6: INDEMNIFICATION:

The Contractor shall defend, indemnify and hold harmless the Town and its officers, agents, and all employees from and against claims arising directly or indirectly from the contract. Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws. Further, the Contractor shall defend, indemnify and hold harmless the Town with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this Agreement. This shall not be construed as a limitation of the Contractor's liability under the Agreement or as otherwise provided by law.

ARTICLE 7: AVAILABILITY OF FUNDS:

The compensation provided by this Agreement is subject to the availability and appropriation of funds.

ARTICLE 8: APPLICABLE LAW:

The Contractor agrees to comply with all applicable local, state and federal laws, regulations and orders relating to the completion of this Agreement. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

ARTICLE 9: ASSIGNMENT:

The Contractor shall not make any assignment of this Agreement without the prior written approval of the Town.

ARTICLE 10: AMENDMENTS:

All amendments or any changes to the provisions specified in this Contract can only occur when mutually agreed upon by the Town and Contractor. Further, such amendments or changes shall be in writing and signed by officials with authority to bind the Town. No amendment or change to the contract provisions shall be made until after the written execution of the amendment or change to the Contract by both parties.

ARTICLE 11: INDEPENDENT CONTRACTOR:

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

ARTICLE 12: INSURANCE:

The Contractor shall be responsible to the Town or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees or agents in the performance of, or as a

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result of, the work under this Agreement. The Contractor and any subcontractors used hereby certify that they are insured for workers’ compensation, property damage, personal and product liability. The Contractor and any subcontractor it uses shall purchase, furnish copies of, and maintain in full force and effect insurance policies in the amounts here indicated.

The Contractor shall at all times during the contract maintain in full force and effect Employer's Liability, Worker's Compensation, Bodily Injury Liability, and Property Damage and General Liability Insurance, including contractual liability coverage. All insurance shall be by insurers and for policy limits acceptable to the Town of Montague and before commencement of work hereunder the Contractor agrees to furnish the Town certificates of insurance or other evidence satisfactory to the Town to the effect that such insurance has been procured and is in force.

For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

COVERAGES	LIMITS OF LIABILITY
<u>General Liability</u>	
Bodily Injury Liability	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$2,000,000 per occurrence
 <u>Automobile Liability</u>	
Bodily Injury Liability	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Workers’ Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

The Town of Montague shall be named as additional insured under the liability and automobile insurance. The excess/umbrella liability insurance policy should contain a broad form general liability endorsement.

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

ARTICLE 13: SEVERABILITY:

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

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ARTICLE 14: ENTIRE AGREEMENT:

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

ARTICLE 15: COUNTERPARTS:

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be a counterpart original.

CERTIFICATION AS TO PAYMENT OF STATE TAXES

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, _____, authorized signatory for the Contractor do hereby certify under the pains and penalties of perjury that said Contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Social Security Number or
Federal Identification Number

Signature of Individual or
Corporate Name

By:
Corporate Officer
(if applicable)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

CONTRACTOR

TOWN OF MONTAGUE

By

by its Selectboard

Printed Name and Title

Approved as to Availability of Funds:

Town Accountant (\$ _____)
Contract Sum