

Request for Quotes
FY22-06 Montague Center Library HVAC
17 Center Street, Montague, MA 01351



Issued March 16, 2022



Mandatory Bid Conference:

Tuesday, March 22, 2022 at 9am

Questions Due:

Friday, March 25, 2022 at 1pm

Sealed Bids Due:

Friday, April 1, 2022 at 1pm

Request for Quotes

Montague Center Library HVAC Project

Town of Montague, MA

In accordance with M.G.L. Chapter 149, the Town of Montague will receive Sealed Bids until 1:00PM on Friday, April 1, 2022 for and HVAC project at the Montague Center Library at 17 Center Street, Montague MA 01351. All bids must be submitted in printed hard copy and include all required forms.

Construction labor associated with this bid is subject to prevailing wage rates as per MGL Chapter 149, Section 26 - 27f inclusive. OSHA 10 safety training is also required to certify that "all employees to be employed at the worksite" have successfully completed a 10-hour course in construction safety approved by the United States Occupational Safety and Health Administration (OSHA), referred to as the OSHA 10 course.

A copy of the RFQ may be obtained at <https://www.montague-ma.gov/BIDS>. Registration is required to ensure interested contractors receive all updates relative to the project bid.

The contract will be awarded to the responsible contractor offering to perform the work to specifications for the lowest bid price. Contractors must respond to all RFQ requirements, explicit and implied, and demonstrate suitable experience and satisfactory references. The Town of Montague reserves the right to reject any or all bids as is determined to be in the best interests of the Town.

Key dates:

<u>Mandatory Bid Conference:</u>	Tuesday, March 22, 2022 at 9am
Questions Due:	Friday, March 25, 2022 at 1pm
Sealed Bids Due:	Friday, April 1, 2022 at 1pm

Bid must be delivered: Montague Center Library HVAC Bid
C/O Caitlin Kelley
Carnegie Library
201 Avenue A, Turners Falls MA 01376

Project Contact: Caitlin Kelley

librarydirector@montague-ma.gov
413 863-3214

The Town of Montague is an Equal Opportunity Employer and does not discriminate on the basis of age, gender, race, or disability. SOMWBA certified vendors are encouraged to apply.

Request for Quotes: Montague Center Library HVAC

SECTION A: PROJECT LOCATION AND OVERVIEW

The Montague Center Library is located on 17 Center Street. The 1869 structure was initially constructed as the town hall, but became a library soon after. The building was previously heated by two now-decommissioned furnaces, located in the attic. Heating on the first floor is provided by forced hot air generated by a single oil-fired hot air furnace, manufactured by Airco, which is located in the basement. There are two above ground tanks which provide fuel oil for the furnace, though one is no longer in use. An ERV installed in 2021 provides air exchange. The furnace vents horizontally to the exterior wall on the north elevation and is equipped with a power assisted vent fan. Hot air is ducted from the furnace to floor registers in the first floor above. Much of the ductwork serving that system is corroded and in need of replacement. The property does not have a building management system. Temperature control is provided by local thermostats.

To augment the existing HVAC system, two ductless split air conditioners/heat pump systems will be installed on the first floor of the library. Ductwork between the existing furnace and ERV will be modified as shown in the project sketches and the existing ductwork sealed. WiFi thermostats will be installed to control the new ductless splits and the existing hot air furnace at individual setpoints, and provide remote access and cloud-based trending. Additionally, temperature sensing and monitoring will be added to the basement to serve as a low limit for furnace operation.

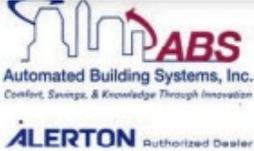
SECTION B: PROJECT SPECIFICATIONS

It is the bidder's responsibility to independently verify all relevant existing conditions in the field prior to bidding on the work. The winning bidder is responsible for securing all required building permits. However, the fee for building permits will be waived.

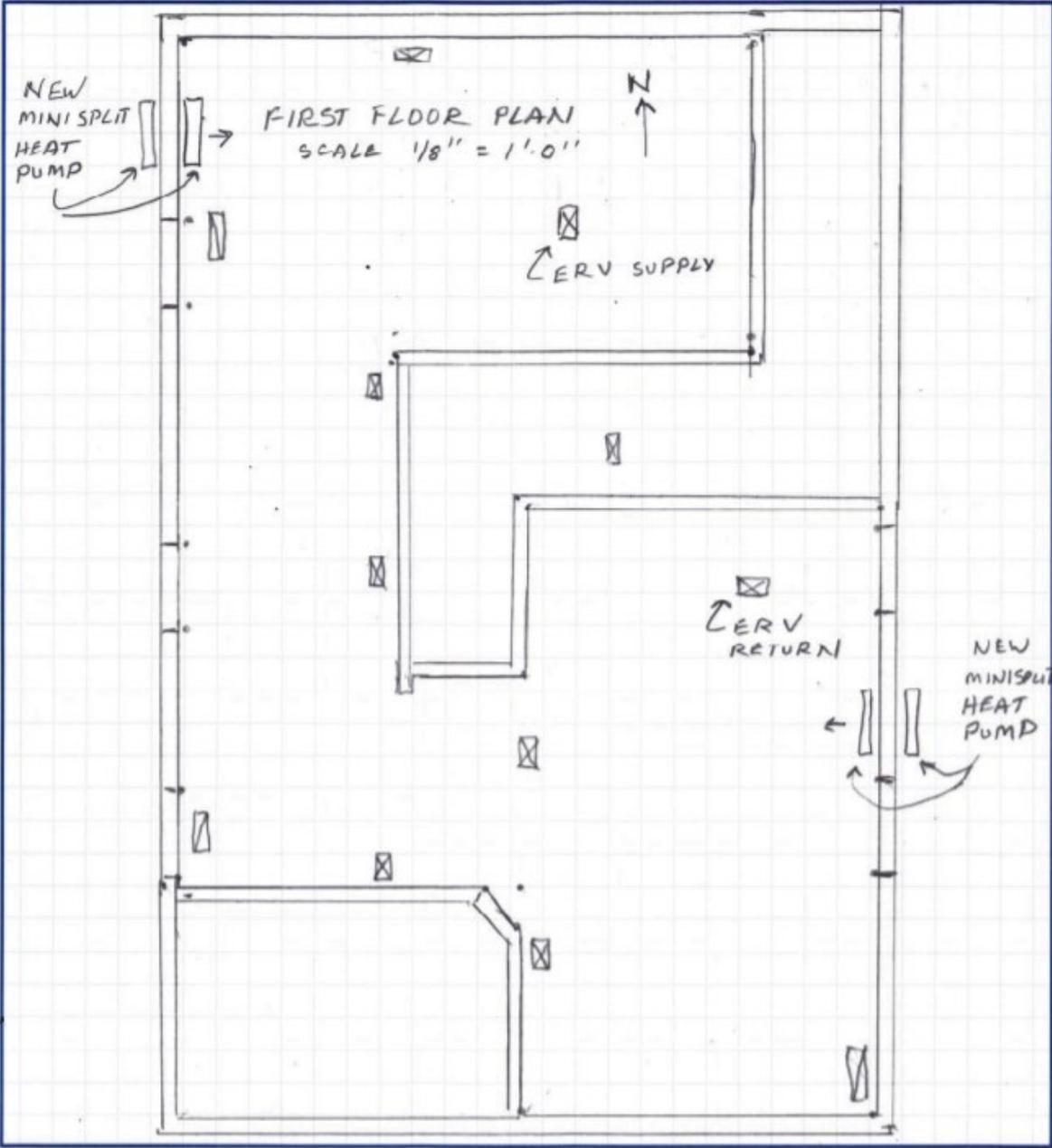
1. HVAC

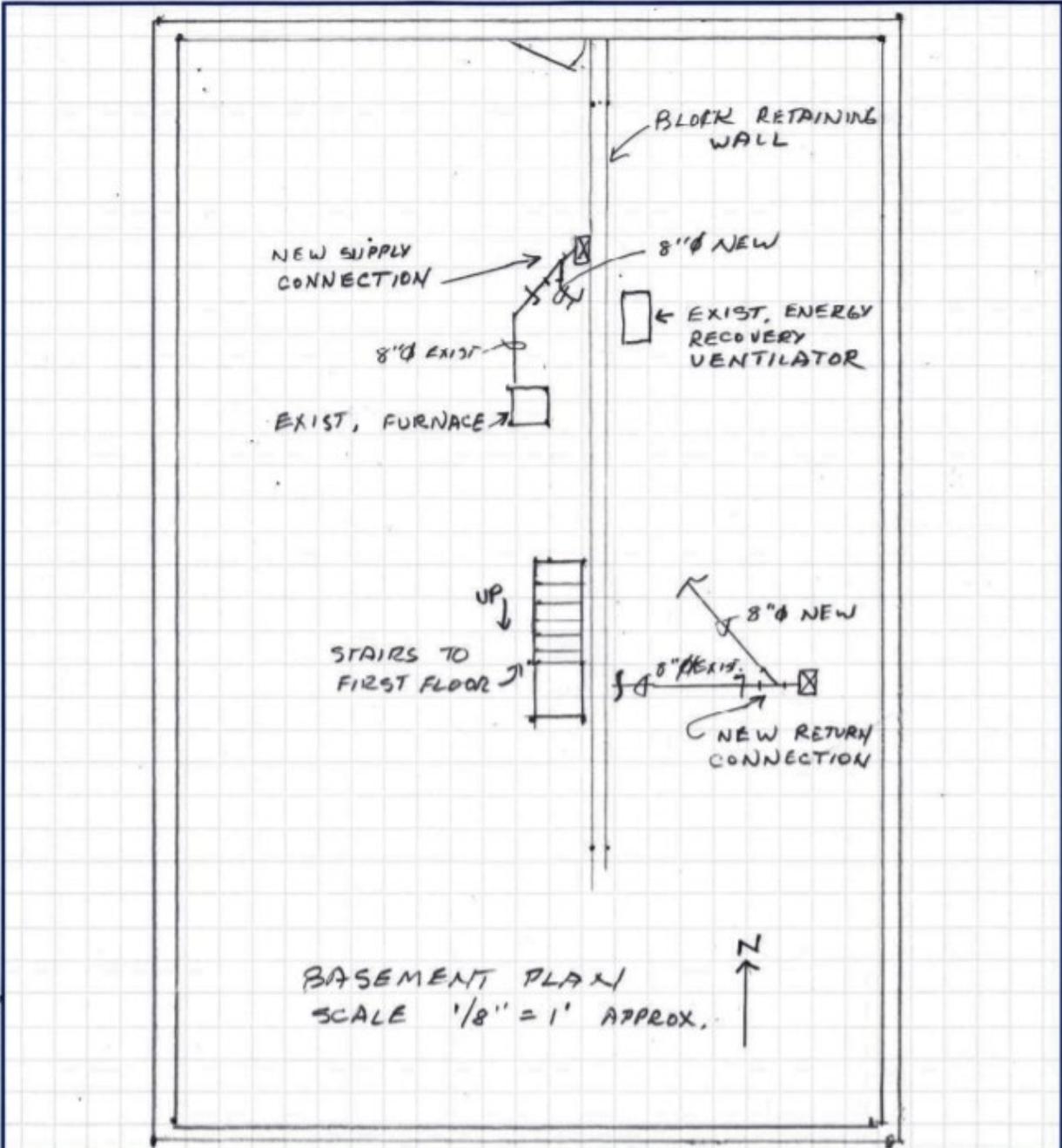
1. Install two ductless split air conditioners/heat pump systems serving first floor of library, 24,000 BTU/hr. nominal capacity, equal to Daikin FTX24UVJU indoor and RXL24UMVJU outdoor units. Locate approx. as shown on plans, coordinate exact location with owner.
2. Provide all accessories required for wall mounting indoor and outdoor units, snow and weather protection and controls for heating to minus 17F ambient.
3. Provide new individual electric breakers per unit with any new subpanels, disconnects, or wiring required by code.
4. Install new ductwork from the existing heat recovery ventilator to existing hot air ductwork serving the first floor as shown on the plans. Provide low leakage manual dampers as shown equal to Greenheck VCDR 53 with manual quadrant. Dampers will allow ventilation air supply and return as existing from existing hot air system in winter, and will allow bypassing existing hot air system in summer.
5. Install new ductwork uninsulated according to SMACNA low pressure standards, and seal all existing ductwork joints.
6. Seal all new and existing furnace and ERV duct work
7. Install a timeclock on the ERV.
8. Install wifi thermostats to control the new ductless splits and the existing hot air furnace at individual setpoints, and provide remote access and cloud-based trending, equal to Ecobee. Add temperature sensing and monitoring to the basement to serve as a low limit for furnace operation.
9. Add 7 day time clock to control existing heat recovery ventilator.
10. Start & test system operation.
11. Installation to be performed in accordance with the project sketches as provided below and following all manufacturer's recommended installation practices.

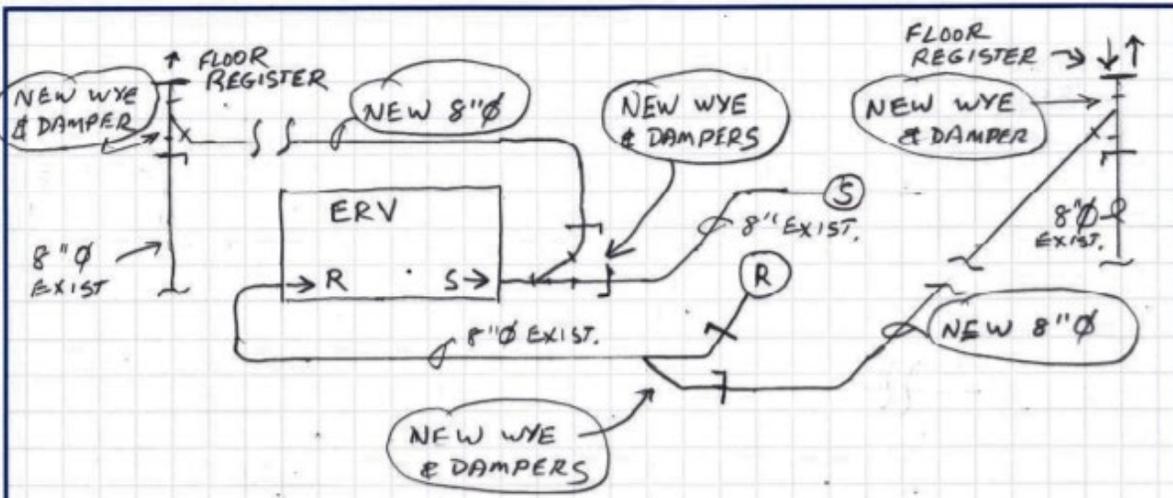
Project Sketches



SHEET NO. 1 OF 3
PREPARED BY JB DATE 1/26/2022
CHECKED BY JASON BORBANK DATE 1/26/2022
SCALE 1/8" = 1'.0" APPROX.







DUCT SCHEMATIC - NEW 8" ϕ CONNECTIONS FROM EXISTING ENERGY RECOVERY VENTILATOR DUCTS TO EXISTING HOT AIR DUCTWORK, CONNECT TO EXISTING WITH 45° WYES. SEE PLAN VIEW FOR LOCATIONS.

- Ⓢ EXISTING HOT AIR SUPPLY
- Ⓡ EXISTING HOT AIR RETURN
- ⌌ MANUAL CONTROL DAMPER

ERV : ENERGY RECOVERY VENTILATOR (EXIST.)

SECTION C: CONTRACTOR REQUIREMENTS

- All work is to be coordinated with the Project Engineer, Public Library Director, Montague Highway Department, and Building Inspector. Work will avoid the limited public visiting hours of the Montague Center Library.
- Contractor quotes should include all required electrical and other trade work for a complete and finished working system.
- The library director will be provided startup information and training in equipment operation and maintenance.
- All work is to be done by a Massachusetts licensed general contractor, certified, and skilled in the work proposed.
- The contractor is responsible for obtaining any permits required to complete this project. Permits issued by the Town will be issued at no cost for this project.
- Contractor must provide OSHA 10 training certifications verifying that employees to be employed at the worksite have completed an approved United States Occupational Safety and Health Administration training in a construction safety and health course. This certification must accompany the certified payroll submittal.
- The prevailing wage requirements of Massachusetts General Laws, Chapter 149, are applicable to this RFP. Wage rates, as determined by the Massachusetts Division of Occupational Safety, and are attached. The contractor agrees that the rate per hour and wages paid to employees used in the performance of this project shall not be less than the minimum rates of wages as determined in accordance with Massachusetts General Law Chapter 149 as may be amended.
- Qualified bidders who are Minority/Women/Disabled Owned Business Enterprises (M/W/D/BE) businesses are encouraged to apply. Other qualified bidders are encouraged to partner with disadvantaged businesses. A listing of certified disadvantaged businesses can be found at <https://www.mass.gov/supplier-diversity-office>.

SECTION D: GENERAL INSTRUCTIONS and CONTRACT TERMS

1. Sealed Bids should be marked “**Montague Center Library HVAC**” and will be received by the Library Director until 1pm on Friday, April 1, 2022. Emailed bids will not be accepted. Mailed or hand delivered bids should be delivered to Carnegie Library, 201 Avenue A, Turners Falls MA 01376. Attn: Caitlin Kelley. Bids received after the deadline will not be accepted. Bids must be signed by an authorized representative of the bidder organization.
2. The bid will be awarded to the 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.
3. 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.
4. An electronic copy of the RFQ may be obtained at <https://www.montague-ma.gov/BIDS>. Registration is required to ensure all interested contractors receive updates, including any notices and addenda. Non-registrants may not receive such notices or addenda.
5. 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). Building permit fees will be waived by the Town.
6. As the Town is exempt from the payment of Federal Excise Taxes and Massachusetts Sales Tax, prices bid herein are not to include these taxes. Tax exempt forms will be provided to the contractor upon request.
7. Prevailing Wage rates set at the Massachusetts Department of Labor and Industries apply. These rates are included as Appendix D. Certified Payroll shall be submitted weekly to Steve Ellis, Town Administrator, Town of Montague, 1 Avenue A, Turners Falls, MA 01376.
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 45 days from bid opening.
9. Contract execution will be conditioned upon producing an insurance certificate as required in the RFQ, as well as a 50% Payment Bond if the bid is \$25,000 or more.
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 Montague Selectboard. Submitting a bid denotes acceptance of these terms and conditions. Any terms or conditions that cannot be met by the bidder must be brought to the Town’s attention in a Written Question before the deadline for written questions. If the matter can be resolved in an

Addendum, one will be issued so that all Bidders are notified of any exceptions allowed.

11. By responding to this bid, the contractor certifies that materials and workmanship shall be warranted for 1 year from date of project completion.
12. 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 and projects completed in a professional workplace are preferred. A contact person with CURRENT PHONE NUMBER must be provided for each reference (see form).
13. **INSURANCE REQUIREMENTS**

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 and furnish proof of the following types of insurance in at least the limits specified below:

COVERAGES	LIMITS OF LIABILITY
Worker's Compensation	Statutory
Employer's Liability	\$500,000/\$500,000/\$500,000
Automobile Liability	\$1,000,000.00 combined single limit for bodily injury and property damage
General Liability	\$1,000,000.00 each occurrence \$2,000,000.00 aggregate
Excess Umbrella Liability	\$2,000,000

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.

Checklist of Required Submittals:

Be certain to Complete and Sign All Forms as Indicated!

- Bid Form: signed by authorized representative of bidder organization
- References: At least three current references for substantially similar work
- Federal Tax ID Form
- Certificate of Vote: If contractor is a corporation
- Tax Compliance Form
- Debarment Form
- Non Collusion Form
- OSHA Statement

Appendices (documents not required for submission with bid)

- Montague Sample Contract
- Payment Bond Form (required for Contracts \$25,000 or more only)
- Prevailing Wage Sheet

Items required upon signing of contract:

- Certificate of Insurance meeting requirements specified in this RFQ, naming the Town of Montague, 1 Avenue A, Turners Falls MA, as additional insured.
- 50% Labor and Materials Payment Bond drawn on a MA Licensed Surety **only if bid** is \$25,000 or more.

Bidder's Company Name

Bid Form
Request for Quotes
Montague Center Library HVAC Project

To the Town of Montague, Massachusetts, (hereinafter called the "Owner") acting through its Selectboard, duly authorized therefore, who act solely for said Town and without personal liability to themselves.

The undersigned _____, as bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that the bidder has carefully examined the Request for Quotes and the Specifications (and amendments thereto); and s/he bids and agrees, if this bid is accepted, that the bidder will furnish all materials and labor necessary for the completion of the Work as specified in the Proposal, in the manner and time therein prescribed and according to the requirements of Owner as herein set forth.

The Bidder agrees that the Owner will have ten (10) consecutive days from date of opening to accept the bid, except as described in the specifications, the unit(s) at the price, therein. The Bidder also understands that the Owner reserves the right to accept or reject any or all bids and to waive any informalities in the Bids if it is in the Owner's interest to do so. The Advertisement for Bidders, Information for Bidders, Specifications and Bid Form attached thereto, shall become a contract upon the receipt by the Bidder of written acceptance of this bid by the Owner.

The Bidder agrees that activities not expressly mentioned in these specifications for Lump Sum Work, but involved in carrying out their intent will be performed the same as though they were specifically mentioned, described, and delineated – including the provision of incidental equipment and supplies.

The Bidder certifies that all materials meet or exceed the requirements of the bid specifications and that they are licensed to perform the services in the Commonwealth of Massachusetts and that workmanship is warranted for at least one year.

The Bidder will take in full payment, therefore, the following price, to wit:

Total Lump Sum Bid Amount \$ _____

In words: _____
Any Payment Bond required will be based on this lump sum bid amount.

Bid Form: Montague Center Library HVAC Project, Page 2

Acknowledge you received any Addenda to the RFQ by initialing below:

#1 _____ #2 _____ #3 _____

Authorized Signature  _____

Printed Name _____

Title _____

Company Name _____

Company Address _____

Phone _____

Email

Date _____

IF ANY SUBCONTRACTORS ARE TO BE UTILIZED IN THE WORK. INCLUDE LICENSURE INFORMATION AND QUALIFICATIONS.

REFERENCES

Please list **AT LEAST THREE** references, preferably for public projects of similar size and scope. Please make sure contact information is CURRENT. Inability to check references may affect the eligibility of your bid. TOWN RESERVES THE RIGHT TO CHECK PAST PERFORMANCE BEYOND REFERENCES PROVIDED.

1

Name of Project

Contract Dates

Name of Contact

Title of Contact

Phone Number

Email

Scope of Work (nature and cost)

2

Name of Project

Contract Dates

Name of Contact

Title of Contact

Phone Number

Email

Scope of Work (nature and cost)

3 _____
Name of Project

Contract Dates

Name of Contact

Title of Contact

Phone Number

Email

Scope of Work (nature and cost)

Additional references or comments if desired:

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

CERTIFICATE OF VOTE
(to be filed if Contractor is a Corporation)

I, _____, hereby certify that I am the duly qualified
(Secretary of the Corporation)

and acting Secretary of _____ and I further certify that a meeting of the
(Name of Corporation)
Directors of said Company, duly called and held on _____, at which
(Date of Meeting)

all Directors were present and voting, the following vote was unanimously passed:

VOTED: To authorize and empower

Anyone acting singly, to execute Forms of General Bid, Contracts or Bonds on behalf of the Corporation.

I further certify that the above vote is still in effect and has not been changed or modified in any respect.

By: _____
(Secretary of Corporation)

A True Copy:

Attest: _____
(Notary Public)

My Commission Expires: _____
(Date)

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 Telephone # of Person who will be filing CERTIFIED PAYROLL

APPENDIX A

MONTAGUE SAMPLE CONTRACT – Do Not Complete This Form AGREEMENT FOR CONSTRUCTION PROJECT UNDER C 149

The following provisions shall constitute an Agreement between the Town of Montague, acting by and through its Selectboard, hereinafter referred to as "Town," and <<Contractor Name>>, with an address of _____, hereinafter referred to as "Contractor", effective as of the ____ day of _____, 2019. 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**, including the scope of services set forth in Attachment A and as presented in the project bid documents.

ARTICLE 2: TIME OF PERFORMANCE:

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

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 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
Worker's Compensation	Statutory
Employer's Liability	\$500,000/\$500,000/\$500,000
Automobile Liability	\$1,000,000.00 combined single limit for bodily injury and property damage
General Liability	\$1,000,000.00 each occurrence \$2,000,000.00 aggregate
Excess Umbrella Liability	\$2,000,000 each occurrence \$2,000,000 annual aggregate

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.

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.

Incorporation of Applicable Provisions of the
Massachusetts General Laws

Certain provisions of the Massachusetts General Laws are applicable to Construction contracts including, but not limited to, those contained in Chapter 30 and Chapter 149. All applicable provisions of the Massachusetts General Laws are incorporated into the Contract as if fully set forth herein, and shall prevail over any conflicting provisions of the General or Supplemental General Conditions.

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

Appendix B

PAYMENT BOND (required only for Contracts \$25,000 or more only)

KNOW ALL MEN BY THESE PRESENTS: That we _____

_____ a _____
(Name of Contractor) (Corporation, Partnership, Joint Venture or Individual)

hereinafter called "Principal" and _____ of _____,
(Surety)

State of _____ hereinafter called the "Surety" and licensed by the State
(City and State)

Division of Insurance to do business under the laws of the Commonwealth of Massachusetts, are held and firmly bound to the City/Town of _____, Massachusetts, hereinafter called "Owner", in the penal sum of _____ Dollars

(\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 20____, for the construction described as follows:

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

Request for Quotes: Montague Center Library HVAC

APPENDIX C

MA Prevailing Wage Schedule