

**CITY OF NEWTON
PURCHASING DEPARTMENT**

***CONTRACT FOR NEWTON COMMUNITY
PRESERVATION COMMITTEE***

PROJECT MANUAL:

**Nathanial Allen House Exterior Rehabilitation
35 Webster Street
West Newton, MA 02465**

INVITATION FOR BID #17-18

MANDATORY Pre-Bid Meeting: September 29, 2016 at 10:00 a.m.

Bid Opening Date: October 6, 2016 at 10:00 a.m.

**SEPTEMBER 2016
Setti D. Warren, Mayor**

**CITY OF NEWTON
PURCHASING DEPARTMENT
INVITATION FOR BID #17-18**

The City of Newton (City) invites sealed bids from Qualified Contractors for the benefit of Newton Cultural Alliance (NCA) with respect to NCA's property located at 35 Webster Street, West Newton, Massachusetts, known as the Allen House (Property). It is understood that, while the City is responsible for the procurement, the contract awarded will be between the NCA and the Contractor, and that upon execution of the contract between the NCA and the Contractor, the City shall not have any liability to either of them, for any reason whatsoever.

The contract is for the following purposes:

NATHANIEL ALLEN HOUSE EXTERIOR REHABILITATION

The Scope of Services is set forth in detail at pp. 12-19 below.

MANDATORY Pre-Bid Meeting: 10:00 a.m., Thursday, September 29, 2016, located at: 35 Webster Street, West Newton
This MANDATORY walk through of the work site may be held at such later date and time as the City shall specify in an email notice to all Bidders of record.

Bids will be received until: 10:00 a.m. , Thursday, October 6, 2016.

at the Purchasing Department, Room 201, Newton City Hall, 1000 Commonwealth Ave., Newton, MA 02459. Immediately following the deadline for bids all bids received within the time specified will be publicly opened and read aloud.

Contract Documents will be available on line at www.newtonma.gov/bids or for pickup at the Purchasing Department, Newton City Hall Room 201, 1000 Commonwealth Avenue, Newton Centre, Massachusetts 02459 after **10:00 a.m., September 22, 2016.**

There will be no charge for contract documents.

This exterior rehabilitation of the Property (Project) is funded through the Community Preservation Act is not subject to any specific statutory requirements, either under M.G.L. c. 30B or M.G.L. c.149. The City has nevertheless determined that a fair, open competitive process assures best value to the public. Accordingly the terms of this Invitation For Bid (IFB) set forth all the rules of this procurement. There are no Filed Sub Bids, Chapter 149 procedures or Prevailing Wage requirements. The Massachusetts laws and regulations may be referred to for guidance, but they shall not be binding on this IFB, the terms of which may be modified or waived if it is in the best interests of the NCA or the City.

Bidders shall be properly licensed under the laws governing their respective trades and be able to obtain insurance and bonds required for the Work. A Performance Bond, a separate Labor and Material Payment Bond, and Insurance in a form acceptable to Owner will be required of the successful Bidder at the time a contract is signed. The successful Bidder will be required to furnish a Performance Bond and a Labor and Materials Payment Bond, each equal to 100 % of the Construction Contract Amount, as required by the Contract Documents.

A five percent (5%) bid surety is required with this bid.

Award will be made to the lowest, responsible, and responsive contractor for services based on the Contract Price from Bid Form #17-18. Any bidder not providing prices for all line items may be deemed unresponsive and therefore rejected. **Provision of services is required to start upon the execution of this contract.**

The term of the awarded contract **shall extend from the time of execution for approximately seven (7) months or until the Project is finished.**

All bids shall be governed by the terms and conditions set forth in this IFB. Any supplies subject to the bid shall be delivered F.O.B. Destination at the Property.

All bids shall be submitted as **one (1) ORIGINAL and three (3) COPIES.**

All City bids are available on the City's web site at www.newtonma.gov/bids. It is the sole responsibility of the contractors downloading these bids to ensure they have received any and all addenda prior to the bid opening. Addenda will be available online within the original bid document as well as a separate file. If you download bids from the internet site and would like to make it known that your company has done so, you may fax the Purchasing Department (617) 796-1227 or email to purchasing@newtonma.gov with your NAME, ADDRESS, PHONE, FAX AND INVITATION FOR BID NUMBER.

The City will reject any and all bids as permitted by law or if it is in the best interests of the City or the NCA. In addition, the City reserves the right to waive any informalities in any or all bids, or to reject any or all bids (in whole or in part) if it be in the public interest to do so.

In the event that any person wishes to attend a bid opening or pre-bid meeting, accessible and reasonable accommodations will be provided to persons requiring assistance. If you need a reasonable accommodation, please contact the city of Newton's ADA Coordinator, Jini Fairley, at least two business days in advance of the meeting: jfairley@newtonma.gov or (617) 796-1253. For Telecommunications Relay Service, please dial 711.

CITY OF NEWTON

A handwritten signature in black ink that reads "Nicholas Read". The signature is written in a cursive, slightly slanted style.

Nicholas Read
Chief Procurement Officer
September 22, 2016

CITY OF NEWTON
DEPARTMENT OF PURCHASING
INSTRUCTIONS TO BIDDERS

ARTICLE 1 - BIDDER'S REPRESENTATION

- 1.1 Each General Bidder (hereinafter called the "Bidder") by making a bid (hereinafter called "bid") represents that:
1. The Bidder has read and understands the Contract Documents and the bid is made in accordance therewith.
 2. The Bidder has attended the mandatory pre-bid meeting and walk through at the work site and is familiar with the local conditions for which the services are being procured.
- 1.2 Failure to so examine the Contract Documents and work site will not relieve any Bidder from any obligation under the bid as submitted.

ARTICLE 2 - REQUEST FOR INTERPRETATION

- 2.1 Bidders shall promptly notify the City of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.
- 2.2 Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the *Chief Procurement Officer*, at purchasing@newtonma.gov or via facsimile (617) 796-1227. The City will only answer such requests if received **September 30, 2016 at 12:00 noon**.
- 2.3 Interpretation, correction, or change in the Contract Documents will be made by addendum which will become part of the Contract Documents. The City will not be held accountable for any oral communication.
- 2.4 Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents.
- 2.5 Copies of addenda will be made available for inspection at the location listed in the IFB where Contract Documents are on file, in addition to being available online at www.newtonma.gov/bids.
- 2.6 Bidders contacting ANY CITY EMPLOYEE regarding an IFB outside of the Purchasing Department, once an IFB has been released, may be disqualified from the procurement process.
- 2.7 Bidders downloading information off the internet web site are solely responsible for obtaining any addenda prior to the bid opening. If the bidder makes itself known to the Purchasing Department, at purchasing@newtonma.gov or via facsimile (617) 796-1227, it shall be placed on the bidder's list. Bidders must provide the Purchasing Department with their company's name, street address, city, state, zip, phone, fax, email address and **INVITATION FOR BID #17-18**.

ARTICLE 3 – PRIVATE CONTRACT

This IFB is administered by the City of Newton and its Community Preservation Committee (Committee). However, the resulting contract will be between the NCA and the contractor selected as the lowest responsible and eligible bidder. Even though funds are provided through the Committee, as the parties to the contract will be private persons, the contract shall not be deemed to be a public contract.

ARTICLE 4 - PREPARATION AND SUBMISSION OF BIDS

- 4.1 Bids shall be submitted on the "Bid Form #17-18," attached.
- 4.2 All entries on the Bid Form shall be made by typewriter or in ink.
- 4.3 Where so indicated on the Bid Form, sums shall be expressed in both words and figures. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control.
- 4.4 The Bid shall be enclosed in a sealed envelope with the following plainly marked on the outside:
 - * GENERAL BID FOR: **#17-18**
 - * NAME OF PROJECT: **Nathaniel Allen House Exterior Rehabilitation,
35 Webster Street, West Newton, MA 02465**
 - * BIDDER'S NAME, BUSINESS ADDRESS, AND PHONE NUMBER
- 4.5 Date and time for receipt of bids is set forth in the IFB.
- 4.6 Timely delivery of a bid at the location designated shall be the full responsibility of the Bidder.
- 4.7 Bids shall be submitted with one **original** and **three (3) copies**.
- 4.8 One copy of the bid shall be in a separate envelope and be marked DLA Architecture, 1643 Beacon Street, Suite 22, Waban MA 02468.
- 4.9 The timetable for this IFB is as follows:

IFB released	September 22, 2016 at 10 A.M.
Pre-Bid (Mandatory)	September 29, 2016 at 10 A.M.
Deadline for questions	September 30, 2016 at 12 noon
Bid opening	October 6, 2016 at 10 A.M.
Contract Award	October 13, 2016
Contractor obtains permits	October 24, 2016

ARTICLE 5 - ALTERNATES

- 5.1 Each Bidder shall acknowledge alternates (if any) in Section C(2) on the Bid Form.
- 5.2 In the event an alternate does not involve a change in the amount of the base bid, the Bidder shall so indicated by writing "No Change", or "N/C" or "0" in the space provided for that alternate.
- 5.3 Bidders shall enter on the Bid Form a single amount for each alternate which shall consist of the amount for work performed by the Contractor.

ARTICLE 6 - WITHDRAWAL OF BIDS

- 6.1 Any bid may be withdrawn prior to the time designated for receipt of bids on written or telegraphic request. Telegraphic withdrawal of bids must be confirmed over the Bidder's signature by written notice postmarked on or before the date and time set for receipt of bids.
- 6.2 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.
- 6.3 No bids may be withdrawn within sixty (60) days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

ARTICLE 7 - CONTRACT AWARD

- 7.1 The City will, on behalf of the NCA, select the responsible and eligible Bidder submitting the lowest Contract Price on Bid Form #17- 18 for the services described in the Scope of Work set forth at pp. 11-19 of this IFB. **Alternates will not be considered in determining the lowest Contract Price.** One (1) contract will be awarded for all work. A contract will be awarded within sixty (60) days (Saturdays, Sundays, and legal holidays excluded) after the opening of bids.
- 7.2 The City reserves the right to waive any informalities in or to reject any or all Bids if it be in the public interest to do so. The NCA and the City may, in addition, waive any requirements of any statute or this IFB as it deems necessary or appropriate.
- 7.3 The City reserves the right to reject any bidder who has failed to pay any local taxes, fees, assessments, betterments, or any other municipal charge, unless the bidder has a pending abatement application or has entered into a payment agreement with the collector-treasurer.
- 7.4 As used herein, the term "lowest responsible and eligible Bidder" shall mean the Bidder (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who has met all the requirements of the IFB; and (3) who shall certify 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.
- 7.5 Subsequent to identifying the lowest responsive and eligible bidder, and within five (5) days, Saturday, Sundays and legal holidays excluded, after the prescribed forms are presented for signature, the successful Bidder and the NCA shall execute and deliver to the City a contract in such number of counterparts as the City may require.
- 7.6 In the event that the City receives low bids in identical amount from two or more responsible and eligible Bidders, the City shall select the successful Bidder by a blind selection process such as flipping a coin or drawing names from a hat. The low Bidders who are under consideration will be invited to attend and observe the selection process.

ARTICLE 8 - TAXES

- 8.1 Bidder shall include in this bid any tax imposed upon the sale or rental of tangible personal property in this Commonwealth, such as any and all building materials, supplies, services and equipment required to complete the work.
- 8.2 The NCA is a register 501(c)(3) entity and is exempt from payment of the Massachusetts Sales Tax.

END OF SECTION

CITY OF NEWTON

DEPARTMENT OF PURCHASING

BID FORM #17-18

A. The undersigned proposes to furnish all labor, materials, tools, equipment, transportation and supervision required to perform all work in accordance with the Project Manual to the NCA named therein entitled:

**Nathaniel Allen House Exterior Rehabilitation
35 Webster Street
West Newton, Massachusetts 02465**

B. This bid includes addenda number(s) _____, _____, _____, _____.

C. (1) The Contract Price(s) will be

_____ and \$ _____
(Written word) (Numerical)

CONTRACT PRICE (From execution of the contract through completion of the Project)

(2) Alternates: The Alternates are included only for the convenience of NCA in case most of the contracted work will be completed but weather is preventing the completion of the painting and the interior storm windows. NCA intends to determine whether we will accept the alternates prior to signing the contract with the contractor based on the proposed construction schedule.

Alternate 1: Amount to delete supplying and installing the interior storm panels in the Barn and main House first floor where indicated on the drawings and specifications. (\$_____)

Alternate 2: Amount to delete the complete exterior painting of the building according to the drawings and specifications. The priming of repair work and new wood elements is not affected by this Alternate (\$_____)

IMPORTANT: Award will be made to the lowest responsible and eligible bidder based on the CONTRACT PRICE.

The Company proposes to provide all of the work specified in the documents, including IFB #17-18, any Addenda (state numbers, if any) for the Contract Price set forth above, without deduction or exception. If awarded the contract on the award date, the work will be commenced no later than _____, the roofing work completed no later than _____ and be brought to Substantial Completion by _____.

COMPANY NAME _____

D. Prompt Payment Discounts. Bidders are encouraged to offer discounts in exchange for an expedited payment. Payments may be issued earlier than the general goal of within 30 days of receipt of the invoice only when in exchange for discounted prices. Discounts will not be considered in determining the lowest responsible bidder.

Prompt Payment Discount _____% _____ Days
Prompt Payment Discount _____% _____ Days
Prompt Payment Discount _____% _____ Days

E. The undersigned has completed and submits herewith the following documents:

- o Signed Bid Form, 2 pages
- o Bidder's Qualifications and References Form, 2 pages
- o Certificate of Non-Collusion, 1 page
- o Certification of Tax Compliance, 1 page

F. The undersigned agrees that, if selected as general contractor, s/he will within five days (Saturdays, Sundays and legal holidays excluded) after presentation thereof by the City, execute a contract with the NCA in accordance with the terms of this bid.

The undersigned hereby certifies that it will comply fully with all laws and regulations applicable to awards made subject to M.G.L. c.30B.

The undersigned further certifies under the 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 section the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from public contracting or subcontracting in the Commonwealth under the provisions of M.G.L. c.29, §29F or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date _____

_____ (Name of General Bidder)

BY: _____

_____ (Printed Name and Title of Signatory)

_____ (Business Address)

_____ (City, State Zip)

_____ / _____ (Telephone) (FAX)

_____ (E-mail Address)

NOTE: If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a give full legal identity. Attach additional pages as necessary.

END OF SECTION

CITY OF NEWTON

BIDDER'S QUALIFICATIONS AND REFERENCES FORM

In the spaces following and on additional pages, provide information regarding historic preservation contracts completed by your firm similar in nature and scale to the Nathaniel Allen House project. A minimum of four (4) contracts comprising your firm's historical experience shall be listed. Refer to "Historical Restoration Qualification Requirements" on page 12 of 26 for specific additional criteria. For each of the four listed qualifying project, in addition to providing the information required here, attach a one page supplement that includes a.) name of the project, b.) description of the building, c.) original date of construction, d.) how it was similar to the NAH, e.) the cost of qualifying trade work and f.) how the project addressed the requirements of the Secretary of the Interior's Standards for the Treatment of Historic Properties.

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

- 1. FIRM NAME: _____
- 2. WHEN ORGANIZED: _____
- 3. INCORPORATED? ____ YES ____ NO DATE AND STATE OF INCORPORATION: _____
- 4. IS YOUR BUSINESS A **MBE**? ____ YES ____ NO **WBE**? ____ YES ____ NO or **MWBE**? ____ YES ____ NO
- * 5. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:

- * 6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?
____ YES ____ NO
IF YES, WHERE AND WHY?

- * 7. HAVE YOU EVER DEFAULTED ON A CONTRACT? ____ YES ____ NO
IF YES, PROVIDE DETAILS.

- * 8. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:

- * 9. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.

(1) PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

(2) PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

(3) PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

(4) PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

10. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: _____ BIDDER: _____

SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

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 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 or individuals.

(Signature of individual)

Name of Business

NEWTON CULTURAL ALLIANCE (NCA)

SCOPE OF SERVICES GENERAL REHABILITATION & CONSTRUCTION SERVICES

RE: Nathaniel Allen House
35 Webster Street
West Newton, Massachusetts 02465

Exterior Rehabilitation General Specifications

Procurement and Contracting Requirements

Location

This project involves the exterior restoration of the Nathaniel Allen House (NAH), an important historic landmark building located on a 54,600 SF lot at the corner of Webster and Cherry Streets in West Newton MA. Newton Cultural Alliance (NCA) is the owner.

Building

The 17,000 SF wood frame building is roughly arranged in three sections, the main House with its monumental two story columns facing Webster Street, the Barn set back from and to the right of the house and a rear connecting element that was the Servants Quarters. The building was built in several phases from the mid-1800s (Greek Revival), 1870s (Victorian) and 1915 (Colonial Revival). The structure contains both post and beam and balloon frame construction. Foundations are primarily fieldstone, with exposed brick and granite blocks but also include unformed rubble in places. The main portion of the House interior is in good condition, the Servants Quarters is generally in poor condition and the Barn is in varied conditions from fair to collapsing. The first and second floor rooms of the main House are occupied as offices and meeting spaces for NCA and NCA's office tenants. The third floor Caretaker's Apartment will also be occupied.

Historic Restoration Qualification Requirements

The NAH property is listed on the National Register of Historic Places and is a certified Newton Landmark protected by a Preservation Restriction. NCA has agreed to comply with the NPS "Secretary of the Interior Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Properties" <https://www.nps.gov/tps/standards/four-treatments/standguide/index.htm> in order to be eligible for state tax credits from the Massachusetts Historical Commission which comprise a significant part of the funding of the project. General Contractor Bidders must be able to demonstrate familiarity with and a thorough understanding of the Secretary's Standards as well as historically significant Pre-civil War wood frame buildings.

To be qualified for the NAH project, General Contractor Bidders (GCB) and their Subcontractors must provide specific examples of and references for successfully completed historic projects [What documentation do you want in order to qualify the contractor?] that included the restoration of windows, masonry, slate and copper roofing, exterior cornices, millwork and carpentry on mid-nineteenth century buildings. A minimum of five years or five projects of historic restoration experience must be demonstrated that includes the types of work described above. The GCB shall provide the names and addresses of relevant projects, owner's contact information, starting and completion dates, types of work undertaken on each project and the names of the Subcontractors who were engaged to provide the work. The GCB shall submit one information sheet describing each qualifying project.

It is preferable but not required for a GCB to use the same Subcontractors at the NAH project as on qualifying projects, but all Subcontractors engaged for NAH by the GCB must be able to demonstrate their qualifications based on the standards described above. It is the sole responsibility of the GCB to select and engage Subcontractors for the NAH who meet the qualification requirements for the project.

NCA and the Architect will evaluate the qualifications of the bidders and determine the eligibility of the bidder for the project.

Instructions to Bidders

Bidders must visit the site to examine the building, the site and working conditions.

Bidders must have an authorized representative of their company sign their proposals.

If a corporation, all required documentation must be on file with the appropriate state to indicate a viable corporation in good standing.

All licenses of key personnel must be current.

Proposals must be in the form indicated below.

5% Bid Bond is required.

100% Payment and Performance Bonds are required.

NCA is a certified tax exempt non-profit organization and does not pay sales tax.

Additional Information

Additional limited access to the exterior of the property may be arranged between the hours of 9 AM and 5 PM Monday through Friday by contacting the Architect or the Owner via email or telephone. Please do not contact or disturb the building's office tenants.

Requests for information or questions about the work should be addressed in writing to the City's Purchasing Department with a copy to the Architect (not the Owner) by email to phihong@dlaboston.com. Any information provided during visits to the Property shall not be deemed given unless a written request for confirmation of that information is submitted to purchasing@newtonma.gov.

The award date for contractor selection is planned to occur on Friday, October 13, 2016 with a formal "Notice to Proceed" issued on that day. The AIA contract with the Owner will be prepared, negotiated and ready for signing within seven days.

Preliminary Project Schedule

The Contractor shall apply for a Building Permit on or around Monday October 17, 2016.

Construction shall commence on or around Tuesday October 25, 2016 depending on permitting.

Substantial Completion of the chimney repairs, plumbing stack demolition, cornice and gutter restoration and roofing of the main House shall occur not later than Monday, December 26, 2016.

Substantial Completion of the insulation, siding, trim, downspouts, windows and shutters shall occur not later than Monday, April 17, 2017.

Final Completion of the painting and all proposed work shall occur not later than Thursday, June 1, 2017 with Punch List completed and all of Contractor's equipment removed from the site.

The Contractor shall determine the construction schedule and include a detailed "bar chart" or other style of professional project schedule with the construction bid proposal. An earlier completion date is strongly preferred and will be highly valued by the Owner. The construction schedule will updated from time to time during the construction to keep the Owner well informed of the progress on the site and be able to conveniently schedule the use of the building.

Proposal Form

A bid shall consist of Bid Form #17-18 and the following additional documents:

1. A preliminary schedule of values indicating a breakdown of the cost proposal consistent with the outline and format of this specification.
2. A construction schedule with a detailed "bar chart" or other style of professional critical path project schedule.

General Requirements

Summary of Work Covered By Contract Documents

This project will provide a complete weathertight roof for the entire building and three fully restored exterior facades of the Main House and one Barn facade facing Webster Street. Proposed work also includes reconstructing the collapsing section of Barn wall facing Cherry Street, repairing all four existing chimneys, repairing or replacing the cornice and gutters, blown in insulation at portions of the Main House, porch repairs, clapboard siding, trim, window and shutter restoration and exterior painting.

Construction Type and Use Group

Existing- type 5B, un-protected various materials

Proposed- type 5B, un-protected various materials

The building Certificate of Occupancy indicates Use Group "B"- Business

Existing Conditions to Remain

This project includes limited demolition, repair and restoration work, as indicated on the drawings. The Contractor and all Subcontractors hereby acknowledge that they have examined the NAH and the construction site prior to beginning any work and have satisfied themselves as to the existing conditions under which they will be obliged to operate, or that will in any way affect the work under this contract.

Wood Restoration "Repair in Place"

Wherever possible repair rotted or damaged wood architectural elements in place with epoxy filler such as Minwax "High Performance Wood Filler" or equal product. This approach will conserve historic architectural fabric and minimize damage to adjacent elements. Follow manufacturer's instructions, sand smooth and then apply one coat of primer for each repair. Prime new wood elements on six sides before installation. Consult with the Architect in advance for guidance on the acceptable extent of repairs to existing elements before determining that replication or replacement of the element is appropriate.

Data and Measurements

The data given herein and on the drawings are as exact as could be secured. Their absolute accuracy is not certain. The Contractor shall obtain exact locations, measurements, levels, etc. at the site and shall satisfactorily adapt his work to the actual conditions as may be necessary.

Drawings

Written dimensions take precedence over scaled dimensions. Large scale drawings take precedence over small scale drawings. Structural drawings take precedence over architectural drawings for any aspects of concrete, steel, or other structural elements. Unless otherwise indicated, details shown on any drawing are to be considered typical for all similar conditions. The Contractor shall examine the drawings and specifications for all parts of the work, and if discrepancies occur between the various parts of the proposed work and/or the existing conditions, he shall report such discrepancies immediately to the Architect and shall obtain instructions before proceeding.

Responsibilities of the Contractor

The Contractor shall supply all material, labor, supervision, permits, removal fees, and all measures as necessary to complete the work. The Contractor shall thoroughly familiarize himself with the contract documents. Any discrepancies shall be brought to the attention of the project architect before proceeding with the affected work. The Contractor is responsible for the complete and satisfactory installation of the work in accordance with the intent of the drawings and specifications. The installation of the work shall be made so that its several component parts will function together as a coherent system, shall be completed with all equipment properly adjusted in good working order. The Contractor shall coordinate the construction of any masonry and framed openings for the installation of the specified equipment, millwork, furnishings, doors and window units. The Contractor shall install all materials, equipment, fixtures, and assemblies according to the manufacturer's written instructions, recommendations and best trade practices. The work shall include without extra charge any incidental work, demolition, patching, shut offs, disconnects or items required, even though not specifically named or indicated.

Guarantee

The Contractor hereby guarantees that all work executed by him will be free from defects in materials and workmanship for a period of one year from the date of Substantial Completion, unless noted otherwise in the material specifications. He/she further agrees that he will, at his own expense, repair and/ or replace all defective work and all other damaged thereby which becomes defective during the period of the term of the guarantee.

Roofing work shall be guaranteed for a period of not less than twenty years.

Insurance

The Contractor shall pay for all insurance required to perform the work and shall supply the owner with current certificates of insurance naming the owner as additional insured.

The Owner agrees to provide increasing insurance coverage for the value of the building as it increases based on the value of the Contractor's work that has been accepted by the Owner.

Record Drawings

The Contractor shall also retain a set of wet stamped DLA Architecture construction drawings and specifications approved by the Newton ISD for the building permit at the site available to city inspectors, the Architect and subcontractors.

Architects Decisions

DLA Architecture will administer the contract for construction and shall have the authority to reject work that does not conform to the contract documents. Should any dispute arise as to the quality or fitness of the materials or workmanship, the decision shall rest solely with the Architect.

Work By Owner

None.

Coordination with the Tenants

NCA, their office tenants and residential tenant will continue to occupy the property during the construction. The Contractor shall take all necessary measures to maintain conditions that are safe and sanitary for the Owner and the tenants. At least two of the three entrances shall remain clear at all times. Safety barriers and dust control shall be provided as required at all times.

Price and Payment Procedures

Monthly requisition drafts will be submitted for discussion to the Architect. When there is agreement on the amount, a formal requisition with notarization and continuation sheet will be submitted to the Architect for certification. The city of Newton CPA inspector will review and approve the certified requisition and submit it for payment to the Treasurer. Normal turnaround time for city payment of an approved requisition is three to four weeks.

Allowances

None.

Alternates

1. Alternate 1: Provide a "deduct" amount to delete supplying and installing the interior storm panels in the Barn and main House first floor where indicated on the drawings and specifications.
2. Alternate 2: Provide a "deduct" amount to delete the complete exterior painting of the building according to the drawings and specifications. The priming of repair work and new wood elements is not affected by this Alternate.

Substitution Procedures

The Owner desires the best value possible from the construction. All specified materials and equipment should be considered “or as equal”. Proposed substitutions that enhance value are welcomed. Please submit adequate and specific information about proposed substitutions for evaluation with the bid proposal. The Architect shall approve proposed substitutions.

Field Instructions and Construction Change Directives

The Contractor shall be free to request clarification for portions of the work. The Architect may provide clarifications or other instructions related to the completion of proposed work in writing without affecting the construction cost.

Change Orders

1. The Owner shall not be liable for the costs of any extra work by either the Contractor or his Subcontractors unless such work and the costs thereof have been reviewed in advance and approved in writing by the Architect and the Owner. No claims for extras will be acknowledged unless accompanied by such written approvals executed on AIA document G701- 2001, “Change Order” proposal.
2. Proposed Change Orders (PCO) shall include all back up materials required to evaluate request including detailed costs of materials, breakdown of labor costs in hours and costs of collateral work. Provide accounting of all credits due the Owner with PCOs.
3. Change Orders shall also include requests to extend or abbreviate the dates of Substantial Completion resulting from the need for additional work along with supporting documentation. Requests to extend the dates of Substantial Completion must be approved in writing by the Architect and the Owner.

Schedule of Values

The Contractor shall submit a preliminary schedule of values with the proposal and final schedule of values as soon as the final contract price has been determined.

Progress Payments

The Contractor shall submit Requisitions for payment on a monthly basis for completed work. The Architect shall approve the requisition based on the amount of work completed and the Schedule of Values, less a 5% retainage. The Owner will promptly provide payment as described above in “Price and Payment Procedures” when the city releases funds for the payment.

Release of Liens

Prior to any payment made by the Owner to the Contractor, the Owner may require the Contractor to provide to the Owner, a release of liens for his Subcontractor’s work and a release of liens from the principal material suppliers for all material supplied under the contract. Use AIA document G706A- 1994, “Contractor’s Affidavit of Release of Liens.”

Administrative Requirements

Project Coordination

1. Scheduling- The Contractor shall provide all scheduling for the project between subcontractors, suppliers and municipal officials. Once delivered to the site, the Contractor shall take full responsibility for the storage, protection and/or replacement of all project materials.
2. Supervision- The Contractor shall provide a qualified Site Superintendent to provide daily supervision to oversee the historic restoration, quality and time schedule requirements of the project. The Owner and Architect shall approve the Contractor’s Site Superintendent for the project. Once approved the Site Superintendent shall not be replaced without the approved of the Owner and Architect. Prior to the start of work the Contractor shall provide the names of the foremen for all major Subcontractors to the Owner and Architect in writing. The Owner shall have the right of rejecting any unqualified foremen for work on the project.
3. Utilities - All utility interruptions, if any are required, shall be reviewed with the Owner at least seven days in advance.
4. Deliveries- All major delivery schedules shall be reviewed with the Owner at least three days in advance.

Pre-Construction Meetings

The Contractor shall attend one preconstruction meeting with the Architect and the Owner to review the scope and time schedule of the work, general conditions and historic restrictions.

Construction Progress Meetings

The Contractor shall attend regularly scheduled weekly meetings with the Architect, CPA inspector and Owner to review the progress of the work, especially as it effects payments, schedule for completion and building tenants.

Construction Progress Schedule

The Contractor shall maintain and update the construction bar chart or other professional form of schedule on a weekly basis so that the Owner may make timely arrangements for Contractor payments, coordination with the building tenants and otherwise fully cooperate with the Contractor. The Contractor will notify the Architect on a weekly basis of the anticipated date of roofing completion and Substantial Completion.

Submittals Procedures

1. Provide products as specified or products approved in advance as equal by the architect. Alternate products submitted "as equal" for substitution shall be submitted with acceptable documentation, and include costs of substitutions including related work.
2. Submittals are required for lime mortar mix, wood primer, epoxy wood filler, insulation (rigid and cellulose), interior storm panels, asphalt shingle roofing, EPDM membrane roofing, copper roofing, roofing snow guards, copper rain leaders and scuppers, wood trim, replacement shutters and shutter hardware, new windows and exterior paint materials.
3. For each submittal required provide (3) copies of manufacturer's specifications sheets, shop drawings, samples, mockups or other relevant materials to the Architect. Refer to individual material sections for additional information.

Shop Drawings, Product Data and Samples

1. For each shop drawing provide (3) copies of manufacturer's specifications sheets, shop drawings, samples, mockups or other relevant materials to the Architect.
2. Shop drawings are required for exterior wood shutters and interior storm windows.
3. Samples are required for primed wood trim, primed clapboards, wood lattice, wood gutter and copper rain leaders.
4. Provide a 4'x 4' mockup for exterior painting including siding, trim, window and shutter.

Quality Requirements

All work provided on this project must meet the requirements and guidelines set forth in the "Secretary of the Interior Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Properties" <https://www.nps.gov/tps/standards/four-treatments/standguide/index.htm>

Regulatory Requirements

1. The Contractor shall obtain all permits, licenses and approvals pay all fees associated with his work, including for the legal disposal of construction debris and comply with the requirements of the various building codes and inspectors having jurisdiction over the work. The Contractor shall report conflicts between the drawings and code requirements prior to proceeding with work that may not comply with regulations.
2. The Contractor shall obtain and/ or provide all permits, bonds and equipment necessary to protect the public while working on or near the street and public sidewalk.
3. The Contractor shall obtain and/ or provide all scheduling and equipment necessary to protect the building tenants while working on or near the building and parking lots.

Quality Assurance

1. All work done and materials furnished shall be installed according to the manufacturer's written specifications and instructions, best trade practices for meeting accepted standards of custom grade residential construction and first- class in every respect.
2. The Contractor shall obtain materials and equipment from manufacturers, suppliers and fabricators who are competent and experienced with the products that they handle and acceptable to the Architect. Unless specifically stated otherwise or approved by the Architect, all materials supplied for this project shall be new.
3. The Contractor shall utilize qualified installers trained and/or certified for their type of work and fully knowledgeable of the manufacturer's recommendations and best trade practices for the product or equipment that they are installing.
4. The Contractor shall not install brick masonry, roofing, sealants, painting or other work when the weather forecast does not ensure minimum temperatures to meet the requirements of the various manufacturers for their products.

Temporary Construction Utilities

1. Electrical and water temporary utility services for construction are existing. The Owner will pay for the utility bills from the energy suppliers and the Contractor shall not waste energy.
2. The Contractor shall provide all telephone and data services required for his own operations.
3. The Contractor shall provide his best efforts to schedule and complete all weather sensitive portions of the work such as chimney masonry or painting before or after the period of freezing winter weather. The Contractor shall be obligated to pay temporary heating costs unless such costs are authorized by the Owner in advance. Manufacturer's written instructions shall determine adequate temperatures for installing work.
4. The Contractor will provide temporary sanitary facilities for his employees at a location approved by the Owner. Sanitary facilities shall be serviced regularly.

Vehicular Access and Parking

There are three points of access to the property, the main entrance driveway from Webster Street, the rear driveway from Cherry Street and a third smaller driveway from Columbus Place.

The Owner reserves exclusive parking privileges for the Webster driveway and the Columbus Place parking lot. The Contractor shall not park vehicles or receive deliveries in these two areas. The Contractor shall have the use of the Cherry Street driveway, the west lawn and north side of the property for parking construction vehicles, locating a dumpster and storing materials.

It is understood that the Contractor will need to have access to the Webster driveway and Columbus Place lot when working on the east facade of the House and on the south and east façades of the Barn.

Temporary Barriers and Enclosures

1. The Contractor shall provide all safety, environmental, building and site enclosure, fire extinguisher, site security, safety fencing and lock up protection as required by state and federal regulations and the Owner.
2. The building shall be locked and secured at all times. The Contractor shall arrange access to the interior of the main House when necessary with the Owner or Owner's representative on an individual event basis. The Owner strongly prefers that the Contractor limit his operations to the exterior of the main House to the greatest extent possible.
2. The Contractor shall have access to the ground floor of the Barn and Servants Quarters for use as a Site Supervisor's office and for storage of materials at his own risk. There are entrances into the Barn and Servants Quarters from the Cherry Street driveway. The Owner and tenants do not use the Barn and Servants Quarters except for limited storage.
3. Contractor shall submit a construction plan indicating construction loading facilities, material storage, temporary fencing, dumpster, staging, tenant and construction vehicle parking for the review and approval of the Owner.

Temporary Environmental Controls

1. The site shall be maintained throughout the project in an orderly manner, without unnecessary accumulation of materials, equipment, demolition materials, trash, lunch waste, coffee cups and other debris. The Contractor shall not store materials and equipment for other projects on the Owner's site.
2. The Contractor will remove dust and other soil from the building porches, entrances, walkways and interior on a daily basis, or as necessary.
3. The Contractor shall not allow smoking on the property.
2. The Contractor shall not allow the use of loud radios or other audio devices on the property.

Closeout Procedures

Preliminary Closeout Reviews and Substantial Completion

Prerequisites to Substantial Completion: Preliminary punch list prepared by Contractor and accepted by the Architect, warranties submitted, certificate of Substantial Completion- AIA document G704- 1992 submitted, all final inspections and municipal signoffs received and satisfactory start up and testing of all building systems. C. of O. exists and is not required.

Closeout Requirements for Final Payment

1. Final payment requisition with supporting affidavits. AIA document G706- 1994, "Contractors Affidavit of Payment of Debts and Claims"
2. Completed Punch List accepted by Architect and all Close Out procedures completed by Contractor as follows.
 - A. Final cleaning and touch-up: Remove grease, dust, dirt, stains, labels, fingerprints and other foreign materials from exposed surfaces.
 - B. Repair, patch and touch-up marred surfaces to specified finish to match adjacent surfaces when requested by the architect.
 - C. Restore, repair and/or replace all site features, landscape plantings, sidewalks, gravel driveway, lawn and or other features on the Owner's and neighboring properties.
 - C. Clean and polish all new window glass and interior storm panels on two sides.
 - D. Leave all architectural metals, hardware, appliances and plumbing fixtures in undamaged polished condition.
 - E. Remove and/or legally dispose of all rubbish, contractor's materials, equipment, and temporary facilities.
 - F. Return all keys for permanent locks to the owner (not applicable).
 - G. Provide Owner with binder containing all written operating, maintenance and warranty information for all equipment, materials and systems installed.
 - H. Personally instruct the Owner on operation and maintenance procedures for all systems installed and provide names and phone numbers of servicemen available 24/ 7 for all systems in case emergency service is required.

END OF SECTION

CITY OF NEWTON, MASSACHUSETTS

PURCHASING DEPARTMENT

GENERAL TERMS AND CONDITIONS

The following shall apply to the extent applicable:

1. The right is reserved to reject any and all bids, to waive informalities, and to make award as may be determined to be in the best interest of the City or the NCA.
2. Interpretation, correction, or change in the Contract Documents will be made by Addendum which will become part of the Contract Documents. Neither the City nor the NCA will be held accountable for any oral representation that is inconsistent with the terms of the Contract Documents.
3. Addenda will be emailed to every individual or firm on record as having downloaded a set of Contract Documents. Addenda will also be posted on the City's website at: www.newtonma.gov/bids. Any bidder downloading the IFB and any plans for a City bid shall email their company's information along with the IFB Number and Project Title that they downloaded. You will then be added to the bidder's list and email distribution list.
4. Prices quoted must include inside delivery to the destination specified on the Purchase Order.
5. No charges will be allowed for packing, crating, freight, express or cartage unless specifically stated and included in the bid.
6. The award to the successful bidder may be cancelled if successful bidder shall fail to prosecute the work with promptness and diligence.
7. Time in connection with discount offered will be computed from the date of delivery, as specified on purchase order, or from date correct invoice is received, if the latter date is later than the date of delivery.
8. The successful bidder shall replace, repair or make good, without cost to the City or the NCA, any defects or faults arising within one (1) year after date of acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.
9. The Contractor shall indemnify and save harmless the City, the NCA, and all persons acting for on behalf of either of them from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof, which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Contractor, within a reasonable time, will at its expense, and as the City or NCA may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment or apparatus, and refund the sums paid therefor.
10. All bids shall be based on the quantities set forth on the attached bid sheets. These quantities shall be used as a basis for the comparison of the bid proposals. It is agreed that the quantities given in this bid are assumed solely as a basis for the comparison of the bids. While the quantities are based on best estimates of the work to be performed during the term of this Contract, the City and the NCA do not expressly or by implication agree that the actual amount of work will even approximately correspond herewith, and the they reserve the right to increase or diminish the amount of any class or portion of the work as it may deem necessary, without change of price per unit of quantity.
11. The successful bidder shall comply with all applicable Federal State and Local laws and regulations.
12. Purchases may be exempt from Federal excise taxes and bid prices must exclude any such taxes. Tax exemption certificates will be furnished upon request.
13. If so stated in the IFB the successful bidder will be required to furnish a performance and/or a labor and material payment bond, in an amount, in a form and with a surety satisfactory to the City. The bidder shall be responsible for the cost of the bond(s).

14. If the IFB requires bid surety, this surety shall be in the form of a cash, bid bond, cashier's check, treasurer's check, or certified check on a responsible bank, payable to the City of Newton, and must be filed with the original bid in the Office of the Purchasing Agent. Failure to do so will lead to rejection of bid. The bid surety will be returned to the successful bidder within seven (7) days execution of awarded, and approval by the City of performance and/or payment bond(s). In case of default, the bid surety shall be forfeited to the City.
15. Verbal orders are not binding on the City or the NCA and deliveries made or work done without formal Purchase Order or Contract are at the risk of the Contractor and may result in an unenforceable claim.
16. The Contractor shall agree to indemnify, defend and hold the City and NCA harmless from any and all claims arising out of the performance of this contract.
17. "Or equal "- An item equal to that named or described in the specifications of the contract may be furnished by the Contractor and the naming of any commercial name, trademark or other identification shall not be construed to exclude any item or manufacturer not mentioned by name or as limiting competition but shall establish a standard of equality only. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design; (2) it will perform at least equally the function imposed by the general design for the work being contracted for or the material being purchased; and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications. The name and identification of all materials other than the one specifically named shall be submitted to the City in writing for approval, prior to purchase, use or fabrication of such items. Subject to the provisions of M.G.L., Ch. 30, Sec. 39M, approval shall be at the sole discretion of the City, shall be in writing to be effective, and the decision of the City shall be final. The City may require tests of all materials so submitted to establish quality standards at the Contractor's expense. All directions, specifications and recommendations by manufacturers for installation, handling, storing, adjustment and operation of their equipment shall be complied with; responsibility for proper performance shall continue to rest with the Contractor.

For the use of material other than the one specified, the Contractor shall assume the cost of and responsibility for satisfactorily accomplishing all changes in the work as shown. If no manufacturer is named, the Contractor shall submit the product he intends to use for approval of the NCA.

Except as otherwise provided for by the provisions of M.G.L. c30, §39J, the Contractor shall not have any right of appeal from the decision of the NCA rejecting any materials furnished if the Contractor fails to obtain the approval for substitution under this clause. If any substitution is more costly, the Contractor shall pay for such costs.

18. In the event that the City receives low bids in identical amount from two or more responsive and responsible Bidders, the City shall select the successful Bidder by a blind selection process such as flipping a coin or drawing names from a hat. The low Bidders who are under consideration will be invited to attend and observe the selection process.
19. Right To Know:

Any Contractor who receives an order or orders resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to M.G.L. c.111F, §§8, 9 and 10 and the regulations contained in 441 CMR §21.06 when deliveries are made. The Contractor agrees to deliver all containers properly labeled pursuant to M.G.L. c.111F, §7 and the regulations contained in 441 CMR §21.05. Failure to submit an MSDS and/or label on each container will place the Contractor in noncompliance with the purchase order. Failure to furnish MSDSs and/or labels on each container may result in civil or criminal penalties, including bid debarment and action to prevent the Contractor from selling said substances or mixtures containing said substances within the Commonwealth. All Contractors furnishing substances or mixtures subject to M.G.L. c.111F are cautioned to obtain and read the law and rules and regulations referred to above. Copies can be obtained from the State House Book Store, Secretary of State, State House, Room 117, Boston, MA 02133, (617-727-2834) for \$2.00 plus \$.65 postage.
20. Funds for the construction services procured hereby are provided through the federal programs designed to provide assistance to low and moderate income homeowners. Based on the amount of the contract, the Contractor will have to comply with one or more of the requirements of 24 CFR 135 of Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. §17010.

FAILURE TO COMPLY WITH ALL APPLICABLE TERMS AND CONDITIONS COULD RESULT IN THE CANCELLATION OF YOUR CONTRACT

CONTRACT FORMS

The awarded bidder will be required to complete and submit documents substantially similar in forms to the following.

These forms may need to be modified on account of changed circumstances, and are provided for informational purposes only.

AIA Forms:

1. A105- 2007- Owner Contractor Agreement- Small Projects Edition
2. A201- General Conditions of the Contract (to be used with AIA 105)
3. Any Addenda issued prior to the signing of the agreement shall be acknowledged by the contractor in writing and shall become part of this agreement.
4. The agreement will not provide for specific liquidated damages in the form of a time penalty clause, but a failure by the contractor to provide best efforts to complete the proposed work may cause financial harm to the owners for which restitution will be sought.

Additional Contracting Agreement Forms Supplement

AIA Documents attached by reference:

1. A305- 1986- Contractor's Qualifications Statement
2. G701- 2001- Change Order
3. G702- 1992- Application and Certificate for Payment
4. G703- 1992- Continuation Sheet
5. G704- 2000- Certificate of Substantial Completion
6. G706- 1994- Contractor's Affidavit of Payment of Debts and Claims
7. G706A- 1994- Contractor's Affidavit of Release of Liens
8. G707- 1994- Consent of Surety Company to Final Payment
9. G714- 2007- Construction Change Authorization

CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of _____
(insert full name of Corporation)
2. corporation, and that _____
(insert the name of officer who signed the **contract and bonds.**)
3. is the duly elected _____
(insert the title of the officer in line 2)
4. of said corporation, and that on _____
(insert a date that is ***ON OR BEFORE*** the date the officer signed the **contract and bonds.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. _____ the _____
(insert **name** from line 2) (insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: _____ *AFFIX CORPORATE*
(Signature of **Clerk or Secretary**)* *SEAL HERE*
7. Name: _____
(Please print or type name in line 6)*
8. Date: _____
(insert a date that is ***ON OR AFTER*** the date the officer signed the **contract and bonds.**)

* The name and signature inserted in lines 6 & 7 must be that of the Clerk or Secretary of the corporation.

CERTIFICATION OF TAX COMPLIANCE

Pursuant to M.G.L. c.62C, §49A and requirements of the City, the undersigned acting on behalf of the Contractor certifies under the penalties of perjury that the Contractor is in compliance with all laws of the Commonwealth relating to taxes including payment of all local taxes, fees, assessments, betterments and any other local or municipal charges (unless the Contractor has a pending abatement application or has entered into a payment agreement with the entity to which such charges were owed), reporting of employees and contractors, and withholding and remitting child support.*

**Signature of Individual (Mandatory)

*** Contractor's Social Security Number
(Voluntary) or Federal Identification Number

Print Name: _____

Date: _____

OR

Company Name
(Corporation, Partnership, LLC, etc.)

By: _____
**Corporate Officer (Mandatory)

Print Name: _____

Date: _____

* The provision in this Certification relating to child support applies only when the Contractor is an individual.

** Approval of a contract or other agreement will not be granted until the City receives a signed copy of this Certification.

*** Your social security number may 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.