



**Select Board
Town Manager**

2198 Main Street
Brewster, Massachusetts 02631-1898
(508) 896-3701
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ADDENDA AND MODIFICATIONS

1. Date: April 4, 2024
2. Re: Addendum No. 1
3. Project: Advertised Quote Townwide HVAC Services
4. Issued: March 27, 2024
5. To: Current Plan holders through Town procurement webpage:
<https://www.brewster-ma.gov/procurement-services/bids/townwide-hvac-services-advertised-quote-0>
6. From: Donna J. Kalinick, Assistant Town Manager/Procurement Officer
Town of Brewster, 2198 Main St. Brewster MA 02631
7. This Addendum forms part of and modifies Bidding and contract Documents for the project named above. Acknowledge receipt of this Addendum on the attached Bid form.
8. Where any original item called for in the Project manual or indicated on the Drawings is supplemented by this addenda, the supplemental requirements shall supersede the previous item.
9. Where any original item is amended, voided, or superseded hereby, the other provisions of such items not specifically amended, voided, or superseded shall remain in effect.
10. This Addendum consists of this document and the following attachments:
 1. Updated Walk Through Dates: Interested contractors may attend one of two walk throughs of the facilities on April 8 or April 15, 2024 at 9am, starting at the Captains Golf Course, 1000 Freemans Way, Brewster, MA 02631 is amended to Interested contractors

Townwide HVAC services

may attend one of two walk throughs of the facilities on April 8 or **April 16, 2024** at 9am, starting at the Captains Golf Course, 1000 Freemans Way, Brewster, MA 02631

2. Updated Quote form to reflect acknowledgement of receipt of Addenda.

FORM OF GENERAL QUOTE

QUOTE of _____ (hereinafter called "Bidder")*

(____) a corporation, organized and existing under the laws of the state of _____

(____) a partnership

(____) a joint venture

(____) an individual doing business as _____

To the City/Town of Brewster, Massachusetts (hereinafter called "Owner").

Regular Labor Rates: _____

Emergency Labor Rates: _____

Parts Mark up: _____

Preventative Maintenance by building:

Town Hall: _____

Police Department: _____

Water Department: _____

Natural Resources: _____

Council on Aging: _____

Brewster Ladies Library: _____

Public Works: _____

Cape Cod Sea Camps: _____

Captains Golf Course: _____

Please indicate any location that is excluded from this quote: _____

Acknowledgment of Addenda _____

The Bidder agrees to perform the quote work described in the specifications and shown on the plans for the following:

The above unit prices shall include overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

The Bidder understands that all quotes for this project are subject to the applicable bidding laws of the Commonwealth of Massachusetts, including General Laws Chapter 149 and Chapter 30, Section 39M, as amended.

The Bidder understands that the Owner reserves the right to reject any or all quotes and to waive any informalities in the bidding.

The Bidder agrees that this quote shall be good and may not be withdrawn for a period of 30 days, Saturdays, Sundays and legal holidays excluded, after the opening of quotes.

Within 10 days of receipt of the written notice of acceptance of this quote, the Bidder will execute the formal Agreement.

The selected Contractor shall furnish a payment bond in an amount at least equal to fifty percent (50%) of the contract price in accordance with as stipulated in the contract if the value of the work is over \$25,000.

Pursuant to G.L. c.62C, §49A, I certify hereby in writing, under penalties of perjury, that the within named Bidder/Contractor has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

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

The undersigned certifies under penalties of perjury that this quote is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

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

Respectfully submitted:

Date: _____

By: _____
(Signature)

(Type Name of Bidder)

(Title)

(Business Address)

(City and State)

(Telephone Number)

List three municipalities for which you have provided equipment, products, or services similar to those specified in this IFQ:

<u>Entity</u>	<u>Contact Person</u>	<u>Telephone</u>

I/We have been in business for three uninterrupted years: Yes No

Are you bankrupt? Yes No

Are you considering filing for bankruptcy? Yes No

**CERTIFICATIONS REQUIRED BY LAW
FOR PUBLIC CONSTRUCTION CONTRACTS**

You must COMPLETE and SIGN the following certifications. You must also print, at the bottom of this page, the name of the contractor for whom these certifications are submitted.

TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, the undersigned, authorized signatory for the below named 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.

NON-COLLUSION

The undersigned certifies under the penalties of perjury that this quote is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

PUBLIC CONTRACTOR DEBARMENT

The undersigned certifies under penalty of perjury that the below named contractor is not presently debarred from doing public construction work in the commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

OSHA TRAINING

Pursuant to G.L. c. 30, §39S, the Contractor hereby certifies under penalties of perjury as follows:

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

COMPLETE AND SIGN BELOW:

Authorized Person's Signature

Date

Print Name & Title of Signatory

Name of Contractor