Town of Medfield

Office of the
Facilities Department

459 Main Street
Medfield, MA 02052

INVITATION FOR BIDS (IFB)
OUTDOOR COURTS RECONSTRUCTION
5/8/2024

Legal Notice
TOWN OF MEDFIELD/MEDFIELD PUBLIC SCHOOLS

Invitation for Bids
Outdoor Courts Reconstruction

The Town of Medfield is seeking proposals from qualified contractors to reconstruct two (2) tennis courts at the Medfield High School, and one (1) basketball court at the Public Safety Building.

Medfield High School
88R South St
Medfield, MA 02052

Public Safety Building
112 North St
Medfield, MA 02052

A copy of the IFB will be available from Ben bjachowicz@medfield.net or Amy acolleran@email.medfield.net starting May 8, 2024 at 9:00 AM EST. Sealed bids will be due on May 30, 2024 at 12:00 PM EST.

Sealed bids should be submitted to:

Town of Medfield
ATTN: Michael LaFrancesca – Director of Finance and Operations
459 Main Street – 3rd Floor
Medfield, MA 02052

The envelope should be clearly marked: IFB - Outdoor Courts Reconstruction

Bids are Due: No later than May 30, 2024 at 12:00 PM EST

Late proposals will not be accepted. Fax transmissions will not be accepted. The Town reserves the right to reject any bids. Bids, amendments to bids, or withdrawal of bids after the time set for bid acceptance will not be considered.

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I. GENERAL INFORMATION AND PROPOSAL SUBMISSION REQUIREMENTS

- All Bids must be delivered by May 30, 2024 at 12:00 PM EST to:

  Town of Medfield
  ATTN: Michael LaFrancesca – Director of Finance and Operations
  459 Main Street – 3rd Floor
  Medfield, MA 02052

- If the bidder is using a delivery service, the package must be signed for by a Medfield Town Hall staff to be considered properly delivered.
- Bids received after the time and date established herein SHALL NOT be accepted or considered, regardless of the cause for delay in the receipt of such bid(s).
- A Pre-Bid site visit will be held on **May 20, 2024 at 10:00 AM EST.** The meeting location will be at the Medfield High School: 88R South St, Medfield MA 02052 to look at the tennis courts. From there the group will drive to the Public Safety Building: 112 North St, Medfield, MA 02052 to look at the basketball court. The meeting is not mandatory but highly recommended for bidders.

Bids received after the time and date established herein SHALL NOT be accepted or considered, regardless of the cause for delay in the receipt of such proposal(s).

- Submit the proposal in a sealed envelope clearly marked *"IFB - Outdoor Courts Reconstruction."*
- The bid must include a Non-Collusion form, Tax Compliance Certificate and other Attachments listed below.
- The bidding and award of the Contract shall be in full compliance with Section 39M of Chapter 30 of the General Laws of the Commonwealth of Massachusetts as last revised.
- The bid must also include a Bid Signature Form. When the Bid Signature Form is completed, it declares:
  - The only parties interested in this bid are the Principals named herein.
  - No officer, agent or employee of the Town of Medfield has a direct or indirect interest in this bid.
- Bid Form
  - Each bid shall be accompanied by a bid deposit in the form of a certified, bank, Treasurer's or cashier's check, or a bid bond issued by a surety company licensed by the Commonwealth of Massachusetts, in the amount of (5%) if the total bid price, made payable to the Town of Medfield.
  - All bid deposits except that of the lowest responsible bidder shall be returned within five (5) days, Saturday, Sunday and legal holidays excluded, after the opening of the bids.
  - The Bidder whose Bid is accepted agrees to furnish the Contract Bonds, each in the sum of the full amount of the Bid and/or Contract Price as determined by the

Town, and duly executed and acknowledged by the said bidder as Principal and by a surety company qualified to do business under the laws of the Commonwealth of Massachusetts and satisfactory to the Town, as Surety, for the faithful performance of the Contract and payment for labor and materials. The premiums for such Bonds shall be paid by the Contractor.

- The bidder to whom the bid is awarded will be required to execute an Agreement when the Notice of Award is received. In the event the bidder fails to execute an Agreement with the Town, the Town may consider the bidder to be in default, in which case the bid deposit shall become the property of the Town.
- Should the bidder fail to fulfill any of his/her agreements as herein above set forth, the Town shall have the right to retain as liquidated damages the amount of the bid check or cash which shall become the Town's property. If a bid bond was given, it is agreed that the amount thereof shall be paid as liquidated damages to the Town by the Surety.
- All prices, except at the extended totals, shall be stated in both words and figures. In the event of a discrepancy between the price in words and the price in figures, the written word shall govern. In the event of a discrepancy between mathematical totals and the totals stated, the mathematical totals shall govern.
- Unbalanced bidding is expressly prohibited and all unit bid prices will be compared for reasonable conformance. The Town has the right to reject award of a bid, or part thereof, to protect the public interest if it is apparent that a bid is mathematically unbalanced, the bidder front-end loads its bid as to amount to an advanced payment, there extreme variations from other bids received, if in the opinion of the Town, the unit prices create a reasonable doubt that that apparent low bidder will actually result in the lowest cost to the Department, and/or if the overall competitive bidding process has been jeopardized.
- There is no separate labor charge under this bid: unit prices shall include full compensation for all labor, materials, tools and equipment, and all incidentals necessary to complete the work as specified herein.

- The proposal must be signed as follows: 1) if the bidder is an individual, by her/him personally; 2) if the bidder is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the bidder is a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed.
- Any bid may be withdrawn prior to the bids submittal due date. However, bidders may not withdraw or modify their bid for a period of ninety (45) days following the opening of bids.
- Questions or Requests for Information (RFI) concerning this invitation for proposals must be submitted via email to: bjachowicz@medfield.net and acolleran@email.medfield.net RFIs are due May 21, 2024 by 3:00 PM EST. RFI responses will be sent back on May 24, 2024 by 3:00 PM EST.

- Any and/or all work is subject to available funds. The Town reserves the right to waive any informalities in, or to reject, any or all bids should the Town deem it to be in the Town's best interest to do so.
- The Town of Medfield may cancel this IFB, or reject in whole or in part any and all proposals, if the Town determines that cancellation or rejection serves the best interests of the Town.
- Below is a list of all Attachments. Bidders should note that Attachments must be completed and be submitted with the bid documents where applicable:

    - Attachment A – Bid Form
    - Attachment B – Alternates Bid Form
    - Attachment C – Labor Harmony and OSHA Form
    - Attachment D – Certificate of Non-Collusion
    - Attachment E – Tax Compliance Certificate
    - Attachment F – Signature Page
    - Attachment G – Reference Form
    - Attachment H – Sample Contract
    - Attachment I – Court Resurfacing Alternate

II. PURCHASE DESCRIPTION/SCOPE OF SUPPLIES/SERVICES

- The work under this contract includes providing labor, materials and equipment to reconstruct the Medfield High School tennis courts, and Public Safety Building basketball court.
- The Town of Medfield reserves the right to waive any informality or nonconformity with the submission requirements if it is deemed in the best interest of the Town.
- The Proposer should undertake their own review and analyses concerning physical conditions, environmental conditions, required permits and approvals, refuse issues, and considerations.
- The Proposer will be responsible for obtaining all applicable permits and approvals other than those that the Town is itself responsible for obtaining through its Town Meeting.
- Proposals not providing evidence of ALL of the following items may be considered non-responsive and shall not be given further consideration.
- Delivery Requirements: All delivery charges shall be included in the price of the service.
- Terms and Conditions: As noted in sample contract agreement

III. PRICING AND PAYMENT

- Contract payment will be as noted in the sample contract agreement.

IV. QUALITY REQUIREMENTS

- Bidders must provide all of the items described in the Scope of Work Section including Proposal Submission Requirements. Missing information may cause the proposal to be considered unresponsive.
- All deliveries must comply with the Specifications identified in Purchase Description/Scope of Supplies/Services.
- Bidders must have satisfactory performance under at least three (3) different contracts similar in size to the proposed contract. Contract information will be provided as part of Attachment G, References.

V. RULE FOR AWARD

The basis of award shall be at the Town's sole discretion, contingent on the Base Bid Price. Contract to be awarded to the lowest responsible and eligible bidder in compliance with Sections 39M inclusive of Chapter 30 of the General Laws of the Commonwealth of Massachusetts.

VI. SCOPE OF WORK

PART I - GENERAL

1.1 GENERAL REQUIREMENTS

PROJECT LOCATIONS the project locations are as follows

- **Medfield High School: 88R South St, Medfield, MA 02052**
- **Public Safety Building: 112 North St, Medfield, MA 02052**

PROJECT TIMELINE Court reconstruction must be completed with site cleaned and returned to play condition prior to **August 23, 2024**. Tennis court construction needs to be completed by this date to be ready for the start of school. Basketball court construction is ideally completed in the same timeframe. Completion date includes time for any work required as an outcome of an inspection. If the August 23, 2024 date cannot be met for the Basketball court, list the proposed completion date.

Tennis and basketball court dimensions shall match existing.

Include GENERAL CONDITIONS and SUPPLEMENTARY CONDITIONS as part of this Section. Unless otherwise stipulated, the Contract and General Conditions of the Contract shall be the Standard Form of Agreement between Town and Contractor as noted in Attachment H - Sample Contract.

Examine all other Sections of the Specifications for requirements, which affect work under this Section whether or not such work is specifically mentioned in this Section.

Coordinate work with that of all other trades affecting, or affected by work of this Section. Cooperate with such trades to assure the steady progress of all work under the Contract.

All personnel assigned to this contract must have an approved Criminal Offender Record Information (CORI) by the contract commencement. The contractor is responsible for ensuring any personnel working on school property have an approved CORI.

Bidders must provide references which include point of contact and phone number for provision of similar work. Experience must include this type of work.

1.2 SUBMITTALS

Manufacturer's product data "cut sheets" for all surfacing materials and application methods will be required as submittals prior to the first day of construction.

Submittal sheets for subgrade and bituminous materials.

Submittals shall include information on all materials proposed as well as the typical layer section of materials including subgrade, bituminous, acrylic binder, cushioned filler coats, finish coatings, colors, and line paints, etc.

The Town shall have the right to reject materials that do not conform to the project specifications, and it shall be the Contractor's responsibility to obtain conforming materials and proceed with the job with no effect on project schedule or price.

PART 2 - SITE PREPARATION

2.1 GENERAL REQUIREMENTS

Deliver all materials and equipment to the sites in the original containers bearing the name of the manufacturer, and details for proper storage and usage.

All materials or equipment delivered to the site shall be unloaded, temporarily stored, and transferred to the work area in a manner which shall not interfere with site or building operations or occupants.

Unloading and temporary storage sites, and transfer routes, must be approved in advance by the Town.

Damaged or deteriorated materials may not be used and must be promptly removed from the premises.

In addition the work under this contract includes:

Work outside the Project Site as called for in this document and as required for the performance of the work.

The restoration of any items damaged or destroyed by encroaching upon areas outside the Project Site.

All labor, materials, tools, and equipment necessary to do all the work required for the completion of each item as specified, which shall be limited not only to the exact intent mentioned, but shall include incidental work necessary or customarily performed for the completion of that item.

All items not specifically mentioned or noted in this document, but which are obviously necessary to make a complete working installation. This includes verification of the closest water supply for construction of courts.

Contractor is responsible for the protection of all existing drainage and utilities, and is required to maintain proper erosion control and temporary site protection through the duration of the project.

2.2 REMOVAL OF EXISTING SURFACE & SUBGRADE PREPARATION

The Contractor is to coordinate and make accommodations for all work performed on properties in the execution of this contract, and is to further coordinate, arrange and/or make accommodations for the performance of all second party utility work which may be required in order to complete the work required under this contract.

The Contractor is to give ample notice prior to performing certain extraordinary construction related activities on private lands, and/or is to discuss, and/or is to make safe and reasonable accommodation of access, for all private property abutters affected by the scheduled construction activities at hand. Notice of intent to construct or to disturb private property and/or access routes shall be made at least twenty four (24) hours in advance of the scheduled activity. This notification shall be made in writing in a format acceptable to the Town, with said notices being posted at the subject address in a location nearest to the regular mail delivery location. The decision to post notices will be at the discretion of the Town.

Under this item the Contractor shall comply with all local, state and Federal laws.

The existing fencing will remain in place. The Contractor shall be responsible for temporary removal of any portion of the fencing to facilitate use of equipment, tools, etc. that need to be brought into the court areas.

The Contractor shall remove and immediately dispose of, in its entirety, existing tennis net posts, basketball hoops assembly and its respective sub-surface foundations at each respective location, and shall simultaneously backfill and compact the residual aperture that will necessarily result in the execution of this work. Work areas need to be protected during all phases of construction.

Remove and legally dispose of the existing bituminous surface and subsurface as needed to allow for import of material and regrading of the court areas as needed for a level playing surface.

Gravel for refilling a residual aperture shall be ‘run-of-the-bank’ gravel containing no stone larger than two (2) inches in diameter and shall be free from roots, or other foreign matter, but having a binding quality that will compact to a ninety-five (95) percent compaction requirement or otherwise dense graded crushed stone shall conform to Division III, Materials, subsection M2.01.7 of the Commonwealth of Massachusetts Department of Public Works Standard Specifications for Highway and Bridges, dated 1988. All gravel and dense graded crushed stone shall be subject to the approval of the Town.

The Contractor shall strategically and systematically dismantle the applicable site amenities such that at the end of each workday the site is clear of all residual waste materials generated by these activities and all residual apertures have been carefully backfilled and compacted with suitable gravel and/or dense graded material. To that end the Contractor shall ensure that any unsuitable material which has fallen and/or has shed into the aperture as a result of the removal activities, has been thoroughly cleared prior to the refilling of the aperture.

The backfilling and compacting of the apertures, generated under these activities, shall occur on the day they are created, with each aperture being compacted in six (6”) lifts max with the use of adequately sized tamping bits and pneumatic hammers. At the Towns discretion the Contractor may be allowed to use other hand operated compaction units for the work to be performed only if the Town deems the proposed means of mechanical compaction to be suitable for the task at hand.

However, in all cases, the Contractor is solely responsible for achieving 95% density compaction requirements so that no settlements occur subsequent to these activities. In the event settlements do occur within two years from the date of the Final Payment (for the entire project) then the Contractor shall repair such failed areas and shall subsequently sealcoat and stripe the entire tennis and/or basketball court surface area and at no expense to the Town.

The excavation and disposal of utility structures (if applicable) and/or net post and the associated net post foundations, shall include the removal and immediate off-site disposal of all masonry, castings, and deleterious materials, in their entirety, as none of the structural remnants and/or associated materials generated by these activities shall be used in the backfilling of the aperture.

The Contractor shall excavate and immediately dispose of all unsuitable and/or undesirable material(s), which, in the opinion of the Town, is not to be reused on-site, but which is to be otherwise immediately, legally and properly disposed of, at an off-site location, at the Contractors own expense.

The excavation and disposal thereof to subgrade, over the entire limits of the proposed tennis court system and walkways and/or other field-defined surface as directed by the Town shall be performed by the Contractor and such work shall be limited to the actual

volume of each designated area to be excavated as measured prior to the removal of the undesirable material. However in no case is the excavation to exceed such depths and limits as pre-approved by the Town.

Excavation shall include the removal and disposal of pavement, soil, brush, trees under six (6) inches in diameter, boulders less than one-half (1/2) cubic yard in volume, deleterious material(s) whatever their nature may be, peat, mud, grass, or any other type of soil which the Contractor is directed to be remove.

In the event that the Town declares that the material encountered at or below sub-base is unsuitable material on which to build the proposed structure, then the Contractor shall excavate to such greater depths as the Town may decide and no extra compensation shall be allowed other than the regular unit price quoted in the proposal for this type of excavation in combination with its associated disposal cost. Only the actual amounts of excavation shall be paid for regardless of the depth involved.

The excavation shall be at the prescribed depth below and parallel to the finished grade and left in an evenly graded condition. All work mentioned in this paragraph shall be done before the gravel base course is installed.

Any newly excavated area that is inaccessible to mobile mechanical equipment or in restricted areas shall be compacted with pneumatic rammers or powered hand tampers.

Gravel and/or dense graded crushed stone used to complete the work of this contract shall be furnished from an off-site source.

The depths of the furnished gravel base course may vary substantially depending on the discovery of the existing soil conditions.

The depths of the dense graded material shall be typically twelve inches (12”) in depth or as otherwise directed by the Town.

Gravel shall be ‘run-of-the-bank’ gravel containing no stone larger than two (2) inches in diameter and shall be free from roots, or other foreign matter, but having a binding quality that will compact to a ninety-five (95) percent compaction requirement. Dense graded crushed stone shall conform to Division III, Materials, subsection M2.01.7 of the Commonwealth of Massachusetts Department of Public Works Standard Specifications for Highway and Bridges, dated 1988. All gravel and dense graded crushed stone shall be subject to the approval of the Town. All subsequent references to gravel in this section shall also apply to dense graded crushed stone.

In the case of backfilling apertures the gravel shall be rammed using pneumatically powered tamping bit equipped hammers, hand operated ‘jumping-jack’ reciprocating single shoe plate compactors, vibratory plate compactors, any and all of which shall meet with the approval of the Town in accordance with the task(s) at hand, or the gravel used for the preparation of surface(s) shall otherwise be spread from self-spreading

vehicles, or with power graders of approved types or by hand upon the prepared sub-base. Care shall be taken while spreading the gravel to rake forward and distribute the largest stone, so that they will be at the bottom of the gravel course and be evenly distributed.

The gravel so placed shall be thoroughly rolled true to the lines and grades, as directed, with a self- propelled three (3) wheeled roller or tandem roller weighing not less than twelve (12) tons until it presents a firm, stable and unyielding surface, and until it ceases to creep under the wheels of the roller. Any depressions that appear during or after rolling shall be filled with gravel and re-rolled until the surface is true and even.

Any area that is inaccessible to mobile mechanical equipment or in restricted areas shall be compacted with pneumatic rammers or powered hand tampers.

Compaction shall be carried on until the density of the material is not less than ninety-five (95) percent of the Standard Proctor Density as determined by Standard Laboratory Compaction Test. As directed by the Town, the Contractor shall arrange and submit results of such tests taken in such numbers as to indicate a test of every eight hundred (800) square feet of compacted area.

No lift of freshly placed material shall exceed six inches (6”) in depth.

The gravel base course shall be fine graded and rolled to a true grade, the prescribed number of inches in depth, and parallel to the finished grade of the proposed surface. The Contractor shall, when the Town orders to do so, place iron pins or stakes along the edge of the proposed surface area, the edge of the various surfaces, or wherever he may decide, and mark the necessary grades thereon. The Contractor shall supply all the labor and material necessary to accomplish this task.

Any surplus excavated material remaining at the end of the ground work shall be legally disposed of off-site and is the responsibility of the Contractor.

2.3 GRADING & GEOTEXTILE FABRIC

The Contractor shall, after demolition operations are completed, prepare and grade the proposed two-court tennis system and the basketball court respectively. The exposed sub-grade surface shall be initially graded and the Contractor shall subsequently furnish and install the woven polypropylene geotextile fabric, as noted herein, for the purpose of stabilizing the soils. This work is to be done only after all residual apertures have been fully compacted and brought to subsurface preparatory grade. The Contractor shall install all proposed net posts and subsurface structures in a manner which does not adversely affect the integrity of the geotextile fabric.

The woven polypropylene geotextile fabric is to be Mirafi 600-X or an approved equal, and is to be new and unused and is to be delivered to the site in the original factory wrap.

The exposed subgrade shall be graded parallel to the proposed finish surface, and thoroughly rolled true to the proposed lines and grades, with a self-propelled three (3) wheeled roller or tandem roller weighing not less than twelve (12) tons until the graded surface presents a firm, stable and unyielding surface until it ceases to creep under the wheels of the roller. Any depressions that appear during or after rolling shall be filled with gravel and/or dense graded stone as directed by the Town.

Any area that is inaccessible to mobile mechanical equipment or in restricted areas shall be compacted with pneumatic rammers or powered hand tampers.

Compaction shall be carried on until the density of the material is not less than ninety-five (95) percent of the Standard Proctor Density as determined by Standard Laboratory Compaction Test. As directed by the Town, the Contractor shall arrange and submit the results of such tests taken in such numbers as to indicate a test of every eight hundred (800) square feet of compacted area.

The exposed subgrade base course shall be fine graded and rolled to a true grade and parallel to the finished grade of the proposed surface. The Contractor shall, when the Town orders to do so, place iron pins or stakes along the edge of the proposed surface area, the edge of the various surfaces, or wherever he may decide, and mark the necessary grades thereon. The Contractor shall supply all the labor and material necessary to accomplish this task.

The fabric material is to be carefully handled to prevent sagging and to prevent any undue stresses from occurring in the fabric prior to its installation.

The fabric is to be carefully cut by razor and shall be installed in such a manner that the seams are kept to a minimum. To that end the Contractor shall carefully plan the installation of the fabric such that the maximum length and width of the fabric is utilized. All overlaps are to be a minimum of two (2) feet in every direction, and are to be installed so that the entire surface area of the fabric remains flat during the placement of the gravel fill. No bunching up of the material will be allowed.

Apertures for fence posts and/or net posts are to be neatly cut by razor in such a manner that the fabric is tightly fitted against the post.

2.4 TENNIS NET POSTS & FOUNDATIONS

The Contractor is to furnish and install new tennis posts, foundations, and nets as specified herein at the Medfield High School.

The Contractor is advised that each tennis court will require one matched set of tennis net posts. i.e. one anchor post and one crank post.

Foundations shall be of fully formed 3,000 psi minimum transit mixed concrete and should be installed in accordance with manufacturers recommendations.

The Contractor shall assign and deliver all manufacturer's warranties to the Town of Medfield Facilities Department.

Tennis nets shall be Nova Ultimate DUCK-TOP Fitted Tennis Net, Model 2185: by Nova Sports U.S.A. of Milford, Massachusetts OR approved equal.

The Contractor shall install the equipment in the manner, to the dimensions, and in accordance with the manufacturer's directives, or as specified herein. Foundations should be placed in such a manner as to not promote surface cracking at dissimilar materials.

Net post foundations must be formed, or if allowed by the Town they may otherwise be installed as a 'spread-footing', however any method of installation undertaken by the Contractor must ensure, that once set, the net post assembly is rendered immovable when the cable supporting the tennis net is placed under its normal working tension.

Cinch strap foundations are to be hand-dug and are not to be formed and must ensure that once set, the cinch strap foundation and assembly, when placed under its normal working tension, is immovable.

2.4 BASKETBALL HOOPS & FOUNDATIONS

The Contractor is to furnish and install new basketball hoops including foundations as specified herein at the Public Safety Building.

Foundations shall be of fully formed 3,000 psi minimum transit mixed concrete.

Playground upright with 6'-0" angled extension arm made of 6" square steel, schedule 40 steel tubing. Direct bury footing to 48" depth, as per manufacturer's recommendation. All steel, fixtures and fittings to be powder coat painted, color to be black.

Official size 42" x 72" acrylic backboard (ACRB-72)

Heavy duty flex goal with nylon net. Provide pole and backboard edge padding as recommended by manufacturer.(GBR361)

Approved products include the Titan Outdoor Basketball System Model No. 660-AC-FR as manufactured by Jaypro Sports. 800.243.0533, or approved equal. Provide and install both basketball goal post systems.

The Contractor shall assign and deliver all manufacturer's warranties to the Town of Medfield Facilities Department.

The Contractor shall install the equipment in the manner, to the dimensions, and in accordance with the manufacturer's directives, or as specified herein. Foundations

should be placed in such a manner as to not promote surface cracking at dissimilar materials.

2.5 FENCING REPAIRS

The Contractor is responsible for making any necessary repairs to the existing fencing system. This includes any temporary removal or dismantling of the fencing to facilitate the removal of material or access for equipment, etc.

Existing fencing is to be repaired/restored to a like-new condition both aesthetically and structurally.

2.6 ASPHALT PAVEMENT

Bituminous concrete tennis and basketball court playing surfaces shall be constructed in the manner and in the locations to match what is existing and/or as directed by the Town.

This type of pavement shall be composed of mineral aggregate, mineral filler and bituminous material, plant mixed and laid hot. The mixing and materials shall conform to the current specifications as set forth in the Commonwealth of Massachusetts Department of Public Works Standard Specifications for Highway and Bridges, Sections 460 and M3, dated l988: Bituminous concrete Type I-1.

The Contractor shall stake and grade the entire court area with a sufficient number of stakes such that the design grades can be clearly met. The Contractor is to further stake and/or set any lines, for any critical points of interest that the Town may require. Subsequent to their final use the Contractor is to remove all stakes in their entirety. No stake shall be broken off but instead it shall be thoroughly and entirely removed. Equipment and materials utilized by the Contractor to achieve the design grades are subject to the approval of the Town.

The edge of the bituminous concrete pavement tennis court surface shall be constructed with the use of side forms for the purpose of producing/providing a straight and clean edge. However The Town may at any time order the use of forms which shall be of a type subject to approval. The forms shall be set so that the finished pavement shall be at a true line and grade as determined by the Town. The Town may in lieu of forms order the use of iron pins with grade marked thereon, so placed that they will not interfere with the travel of the machine spreader, but close enough so that a short straight edge placed on the newly laid pavement can reach a string line tied from pin to pin, and afford a visual check on the thickness of the newly laid pavement. The Town may order the pins to be used on the base, binder, or top courses. All expenses involved in the use of pins including the furnishing of such iron pins shall be borne by the Contractor. The forms shall be clean, smooth, free from warp, of sufficient strength to resist springing out of shape and of a depth to conform to the thickness of the bituminous concrete wearing surface. The forms shall be well staked and thoroughly braced and set to the proposed

line and grade. The sides when the forms are removed shall present a true line conforming to the line desired

Bituminous concrete shall only be applied under clear or partly cloudy skies without the threat of rain. The Contractor is not to schedule bituminous pavement application unless such favorable weather conditions are professionally forecast by a recognized weather agency, and at the request of the Town, this forecast shall be filed with the Town in hard-copy form. Further, no bituminous concrete shall be applied upon a residually wet bituminous surface or otherwise upon a saturated soil surface, and in no case shall any bituminous concrete be accepted if it has been prematurely cooled by rain either while on the truck or after it has been applied to the surface at-hand.

The bituminous concrete must be kept clean during hauling and handling and covered if necessary during transit with canvas or other material which will retain the desired pavement temperature. These mixtures must not be hauled in such a manner that segregation of the ingredients takes place, or that a crust is formed on the surface, or that the mixture will crumble or flatten out when dumped. Trucks which transport the mixture shall be tight, and the side of the bodies shall be coated with a thin film of oil, or soap solution. The dispatching of trucks from the distribution point shall be so arranged that all the material which is to be delivered at or on the road surface during any day may be placed and shall have received final compression before nightfall of the same day.

The bituminous concrete mixture shall be delivered to the work in such condition that it is easily workable and can be efficiently laid. The mixture shall not be laid upon a wet or damp surface, but shall only be laid on an approved base course which is dry and only when weather conditions are suitable which shall be decided by the Town. The temperature of the mixture to be laid shall be between two hundred and twenty-five (225) degrees Fahrenheit and three hundred and twenty-five (325) degrees Fahrenheit and no mixture shall be placed when the air temperature in the shade and away from artificial heat is forty (40) degrees Fahrenheit or less. Variation from these temperatures may be permitted only on written permission of the Town.

The bituminous concrete shall be laid in the prescribed number of courses as described herein and shall consist of a three (3) inch finished depth of Type I-1 bituminous concrete laid in two (2) courses, a base or binder course of two (2) inch and a top or wearing course of one (1) inch. All dimensions shall mean the finished depths. The mixture shall be placed from approved dump sheets or wheelbarrows fed directed from trucks. Dumping the mixture directly from trucks on the base will not be allowed.

After the paving mixture has been properly spread it shall be thoroughly and uniformly compressed by rolling with power rollers. On projects involving less than one hundred and fifty (150) tons of paving mixture per day one (1) tandem roller of not less than ten (10) tons shall be used. On projects using more than one hundred and fifty (150) tons but less than three hundred and fifty (350) tons two (2) rollers shall be required with one (1) additional roller for each two hundred (200) tons of mixture per day thereafter. A day

shall be construed as eight (8) hours working time. If, in the opinion of the Town, satisfactory compaction is not obtained by rolling with a tandem roller, the Town may order the rolling to be done with ten (10) to twelve (12) ton three (3) wheeled roller with wheels not less than twenty-four (24) inches wide. All rollers used shall weigh at least two hundred and fifty (250) pounds per inch width of tread. Each roller shall be in charge of a competent, experienced roller operator and shall be kept in a nearly continuous operation as practical while the work is underway. The pavement shall be rolled longitudinally, diagonally, and transversely, as directed. Longitudinal rolling shall start at the side and proceed toward the center of the pavement, overlapping on successive trips by at least one-half (1/2) the width of the rear wheel of the roller. Diagonal rolling shall be in two (2) directions, the second diagonal rolling crossing the lines of the first. If the width of the work permits, it shall in addition be rolled at right angles to the center line. This method of rolling shall be continued and so executed that all roller marks, ridges, porous spots and impressions are eliminated, and the resulting surface has the required grade and contour. Rolling shall proceed at a rate not to exceed two hundred and fifty (250) square yards per hour, per roller. To prevent adhesion of the mixture to the roller the wheels shall be kept properly moistened but excess water or oil will not be permitted. Along forms, curb headers and similar structures and all places not accessible with a roller, the mixture shall be thoroughly compacted by tampers. Such tampers shall weigh not less than twenty-five (25) pounds and shall have a tamping face of not more than fifty (50) square inches. The surface of the mixture after compressing shall be smooth and true to the established crown and grade. Any mixture which becomes loose and broken, mixed with dirt or in any way defective shall be removed and replaced with fresh mixture, which shall be immediately compacted to conform to the surrounding area. Areas of one (1) square foot or more showing an excess of bitumen shall be removed and replaced.

The densities of the completed pavement shall be not less than ninety-two (92) percent of the calculated density of a voidless mixture composed of the same materials in like proportions. After final compression, samples will be taken from the completed pavements and when tested by standard laboratory methods shall show compliance with aforesaid density requirement by the contractor.

The lengths of lanes or strips of bituminous concrete in the base, binder and top courses shall be under control of the Town at all times. The practice of laying lanes of bituminous concrete for such lengths that an unduly long period of time elapses before laying adjacent lanes shall not be allowed.

The finished surface shall present an even texture free from blemishes, ridge marks or imperfect spots and it shall be true as to line and grade. When tested with a sixteen (16) foot straight edge placed parallel with the centerline of the surface course there shall be no deviation from a true surface in excess of one-quarter (1/4) of an inch. If any soft or imperfect places or spots develop in the surface, all such places shall be removed and replaced with new material and then rolled until the edges at which the new work connects with the old becomes invisible. All such removal and replacement of

unsatisfactory surfacing shall be done by the Contractor without additional compensation.

The separate courses shall be rolled with a self-propelled equally balanced tandem roller weighing not less than three (3) tons and not more than five (5) tons. In places inaccessible to a power roller, compaction shall be obtained by means of hand tampers.

The roller shall pass over the unprotected end of the freshly laid mixture only when the laying of the mixture is to be discontinued at the end of the day's operation. In such cases, provisions shall be made for proper bonding with new surface mixture by cutting back over the full width and depth of the course. When laying of the course is resumed, the exposed edge of the joint shall be painted with a thin uniform coat of hot asphalt, just before the new mixture is laid.

PART 3 - PRODUCTS

3.1 GAMES SURFACING MATERIALS

The Contractor shall allow the new bituminous surface to cure for minimum 30-days before applying the base coat material. Cure time before surfacing should be as directed by the manufacturer.

The surfacing shall be a minimum four (4) coat (including asphalt sealer-resurfacer, minimum two filler coats, and Finish Coat) 100% acrylic latex-type system containing no asphalt or tar emulsions and no vinyls, alkyds, or non-acrylic resins:

- Four Coat Acrylic System, manufactured by Nova Sports USA, Milford, MA 01757
- Acrylic Resurfacer manufactured by World Class Athletic Surfaces
- "Plexipave System", manufactured by California Products Corp., Cambridge, MA 02139.
- Latex-ite Acrylic Resurfacer and Latex-ite Acrylic color sealer, as manufactured by American Tennis Courts, Inc., Baltimore, Maryland, 1-410-477-4400,

No color finish system shall be approved as an equal which does not contain factory mixed compositions requiring the addition of water only, on the site. The materials shall be delivered to the site in sealed, properly labeled containers.

Colors for the surfacing have been selected from among Latex-ite standard range of colors. If an alternate equal product is selected, the colors shall be the colors that are closest to the selected colors, and shall be approved by the Town prior to application. The filler coats shall have the same color as the final finish coat. The filler coats shall provide uniformity of texture and depth of color to provide a non-slippery and non-shining playing surface of uniform color for not less than three years of intensive use as a

recreational surface. Colors will be selected by the Town, but assume two (2) colors for each court from standard color options.

Line Marking Paint: Line marking paint shall be 100% Acrylic Textured Line Marking Paint and Primer by the same manufacturer as the surfacing material and recommended by the manufacturer as compatible with the surface materials.

The manufacturer shall guarantee the material for one year from date of finished application against chalking, checking, fading, discoloration, or other adverse effects from ultraviolet rays of the sun; from weather moisture, or from weather temperatures.

PART 4 - COURTS SURFACING

4.1 GAMES SURFACING

Contractors must notify the Town of all applications, 12 hours prior to installation.

Tennis courts and basketball courts shall be cleaned using a stiff bristle broom and gas powered blower or water based pressure spray unit capable of generating 2500 psi at the nozzle tip, to remove all dirt and debris.

The surface to be coated shall be inspected and made sure to be free of grease, oil, dust, dirt and other foreign matter before starting work.

Final Surface Inspection: prior to application of a color finish system the bituminous asphalt base shall be flooded with water and allowed to drain. Any depressions thereupon holding water deeper than 1/8 in. shall be patched and leveled in accordance with recommendations of the manufacturer of the surfacing material specified above.

Start of color surfacing application shall constitute acceptance by the Contractor of the bituminous asphalt base surface to receive color surfacing.

Application of the color finish course shall occur only after the bituminous surface course is thoroughly dry. The color finish material shall be applied to the surface course areas in multiple applications in the selected and approved colors so as to form a true, uniform surface texture and color. Application work shall be performed by skilled mechanics in a workmanlike manner in accordance with the manufacturer’s standard printed instructions; however, no work shall be performed when rain is imminent or when the temperature is below 55 degrees F. Application shall proceed only if the surface is at least 50 degrees F and rising, and the surface temperature is not in excess of 140 degrees F.

Application requires the use of a 24" to 48" long, flexible, 50 to 70 durometer rubber squeegees of good quality and in good condition.

Apply one (1) application of asphalt resurfacer-sealer at the rate of .12 gallons per square yard (undiluted form). Mix resurfacer with potable water at the rate recommended/specified by the manufacturer. Allow material to cure at least twenty-four (24) hours prior to application of color coats.

Apply multiple Filler Coats in accordance with the manufacturer's directions for a total minimum thickness of 1/16 in. The minimum number of filler coats shall be two (2). More coats shall be applied if the thickness requirement is not met. If the bituminous surface course is not covered to a uniform, even texture free of all porosity, another filler coat shall be applied to attain uniformity. The first coat shall be applied lengthwise on the bituminous concrete surface and the second coat shall be applied crosswise. Dilution rate shall not exceed 1 part water to 2 parts Filler Coat. The application rate of each Filler Coat shall be approximately 0.05 gallon/square yard.

Color coats: Apply acrylic color sealer in minimum three (3) applications (including Finish Coat) for a total of 0.15 gallons per square yard (undiluted form). Mix color sealer with 80-100 mesh silica sand and potable water at rates specified by the manufacturer. Courts shall be thoroughly scraped between color sealer applications to remove ridges. Apply the succeeding coat only after the preceding coat has thoroughly dried (2-3 hours).

Each coat in this system must dry completely before the next application. Between each coat, inspect the entire surface. Any defects should be repaired. Scrape the surface to remove any lumps, and broom or blow off all loose matter.

Prior to applying the Finish Coat, a final, careful inspection of the entire surface shall be made to remove any ridges, loose particles, or foreign particles.

Finish Coat shall be applied as directed by the manufacturer at a rate of not less than 0.05 gallons of material per square yard (40 gallons per 800 square yards). The application shall be made lengthwise on the bituminous concrete surface with a wide hair type push broom and shall produce a uniform color throughout when viewed from a distance of 25 ft. from any edge of the court at midday. Dilution rate shall not exceed 1 part water to 1 part Finish Coat. Colors shall be as indicated above under Products.

Game Lines: Apply marking paint only after the color sealer has completely cured (two (2) to four (4) days depending on conditions). Accurately locate and mark game lines by snapping chalk lines. Use soft-soled shoes and knee pads to prevent surface indentation during marking and painting operations. Uneven line width and undulating or ragged line work shall be rejected.

Contractor shall provide a temporary barrier for safety and security of all job-sites.

PART 5 - ALTERNATES & UNIT COSTS

5.1 ALTERNATES

The following alternates shall be priced and submitted with the proposal. Note that alternates are not factored into the base bid scope of work.

1. Court Resurfacing: Provide a price to resurface the (2) outdoor high school basketball courts (located adjacent to tennis courts) as outlined in Attachment “I”
2. Pickleball: Provide pricing to furnish and install pickleball line striping. There shall be one pickleball court at each tennis court (2 total).
3. Sound Barrier: Provide pricing to furnish and install sound barriers on 2 sides of the tennis court fencing. The sides will be those abutting the residential area. Provide a linear foot cost (assume 10’-0” high fencing). Material should be AcoustiFence or equal.
4. Wind Screen: Provide pricing to furnish and install wind screening on the chain link fencing on all sides. Provide a linear foot cost (assume 10’-0” high fencing)
5. Replace Fencing: Provide a cost for all labor, materials, and equipment to remove the existing fencing and replace in kind with new black vinyl coated chain link fencing. Pricing to include all disposal and foundation work. Price the fence at each building separately.

5.2 UNIT COSTS

The following unit costs shall be submitted with the proposal. Note that unit costs are not factored into the base bid scope of work.

1. Unsuitable Materials: Provide a unit cost for removal and disposal of unsuitable materials.
2. Provide a unit cost for import, distribution and compaction of import material.
3. Sound Barrier: Provide a linear foot cost for sound barrier as noted above.
4. Wind Screening: Provide a linear foot cost for wind screening as noted above.

VII. ATTACHMENT A: BID FORM

Fill in the lump sum amount for each area in dollars:

Total for High School Tennis Courts: $_____

Total for Public Safety Basketball Court: $_____

The undersigned proposes to provide services as described in the Bid Specifications prepared by the Town of Medfield, for the Total Base Bid price.

_____
Signature of Individual Submitting Bid or Proposal

_____
Printed Name of Individual Submitting Bid or Proposal

_____
Name of Business

_____
Business Email Address

VIII. ATTACHMENT B: ALTERNATES & UNIT COSTS BID FORM

Fill in the costs below for each Alternate in dollars:

1. Total for High School Basketball Courts Resurfacing:$_____
2. Total for Pickleball Line Striping: $_____
3. Total for Pickleball Sound Barrier: $_____
4. Total for Windscreen: $_____
5. Total for removal & replacing fencing at High School: $_____
6. Total for removal & replacing fencing at Public Safety: $_____

Fill in the cost below for each Unit Cost in dollars:

1. Unit cost for Pickleball Sound Barrier (in $/LF)_____
2. Unit cost for Windscreen (in $/LF)_____
3. Unit cost for removal & disposal of unsuitable materials (in $/CY)_____
4. Unit cost for import, distribution and compaction of new materials (in $/CY)_____

The undersigned proposes to provide services as described in the Bid Specifications prepared by the Town of Medfield, for the Total Base Bid price.

_____
Signature of Individual Submitting Bid or Proposal

_____
Printed Name of Individual Submitting Bid or Proposal

_____
Name of Business

_____
Business Email Address

IX. ATTACHMENT C: LABOR HARMONY & OSHA TRAINING

The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; 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 that he will comply fully with all laws and regulations applicable to awards made subject to section 44A.

_____

Signature of Authorized Individual Submitting Proposal

_____

Printed Name

_____

Name of Bidder (If Different Than Name)

_____

Date

X. ATTACHMENT D: CERTIFICATE OF NON-COLLUSION

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

_____

Signature of Individual Submitting Bid or Proposal

_____

Printed Name of Individual Submitting Bid or Proposal

_____

Name of Business

_____

Date

XI. ATTACHMENT E: TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c. 62C, §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.

Signed under the penalties of perjury.

_____

Signature of individual submitting bid or proposal

_____

Printed name of individual submitting bid or proposal

_____

Name of business

_____

Date

XII. ATTACHMENT F: SIGNATURE PAGE

This Bid must bear the written signature of the Bidder or authorized agent of the Bidder. If the Bidder is a corporation or a partnership, the Bid must be signed by a duly authorized officer of such corporation or by a partner; the title of such officer must be stated.

The bidder hereby acknowledges the receipt of, and has included in this BID, the following Addenda:

(To be filled in by Bidder, if Addendums are issued.)

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Addendum No. _____, dated _____

_____
Signature of Individual Submitting Bid or Proposal

_____
Name of Corporation, Company, or Individual

_____
Printed Name of Person Authorized to Sign

_____
Title

_____
Email Address

_____
Date

XIII. ATTACHMENT G: REFERENCE FORM

Bidder: _____

The following shall accompany the bid and is required as evidence of the bidder's qualifications to perform the work, as bid upon, in accordance with the contract drawings and specifications. This statement must be notarized. All questions must be answered. Additional data may be submitted on separate attached sheets. When assessing bidder's qualification, the Town will not be limited to information provided herein. The Town intends to use information outside this document to assess Bidder Qualifications.

Name of Bidder: _____

Permanent Main Office Address: _____

Office Mailing Address for This Contract: _____

When Organized: _____

When Incorporated, If Corporation: _____

Years Contracting Under Present Name: _____

List contracts on hand, and those completed similar in nature to this kind of project. A minimum of four (4) contracts shall be provided. Additional contracts shall be provided upon request.

Owner	Engineer	Contract	Description	Contract Amount	Completion Date

List any work the firm has failed to complete in the last five years, state where and why.

_____

_____

_____

If you have ever defaulted on any contract, state where and why.

_____

_____

_____

List full names of all principals (i.e. Officers, Directors, Partners, Owners) interested in this bid.

Name	Title	Firm

State name(s) and qualifications of resident supervisor(s) for this project.

_____

_____

_____

List major equipment available for this project and identify ownership or rental.

_____

_____

_____

List bank references for verifying financial ability of your company.

Name	Address

The undersigned hereby authorized and requests any person, firm or corporation, to furnish all information requested by the Owner and/or its designated agents relative to the recitals comprising this Statement of the Bidder's Qualifications.

Dated at _____ this _____ day of _____20___.

_____
Name of Bidder

_____
Name of Individual

_____
Title

State of: _____

County of: _____

_____ being duly sworn in person, deposes and says that he/she is _____ of _____,
(Title) (Name of Firm)

that he/she is the firm's duly authorized agent to execute these contract documents, and that the answers to the foregoing questions and all statements therein contained are correct and true.

Subscribed and sworn to before me this _____ day of _____ 20___.

(SEAL)

_____
(Notary Public)

XIV. ATTACHMENT H: SAMPLE CONTRACT

TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT

THIS AGREEMENT made this _____ day of March in the year _____between _____ with a usual place of business at _____ hereinafter called the **CONTRACTOR,** and the Town of Medfield, with a usual place of business at 459 Main Street, Medfield, MA, 02052, hereinafter called the **OWNER**.

The CONTRACTOR and the OWNER, for the consideration hereinafter named, agree as follows:

1. Contract Documents

   The Contract Documents consist of this Agreement together with the Contractor's Proposal (Attachment ___). The Contract Documents constitute the entire Agreement between the parties concerning the services and all are as fully a part of this Agreement as if attached hereto. In the event of conflicting provisions, the language of this Agreement shall govern provided that if the conflict relates to quantity or quality of goods or services, the greater quantity or higher quality specified shall be required.

2. Scope of Work

3. Contract Price

   The Owner shall pay the Contractor for the performance of this Agreement, subject to additions and deductions provided herein, in current funds, **the sum of _____.**

4. Commencement and Completion of Work

   It is agreed that time is of the essence of this Agreement. The Contractor shall commence and prosecute the work under this Agreement upon execution hereof and shall complete the work on or **before _____.**

A. Definition of Term: The Term "Substantial completion" shall mean the date certified by the Owner when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy the project, or designated portion(s) thereof, for the use for which it is intended.

B. Time as Essential Condition: It is understood and agreed that the commencement of and substantial completion of the work are essential conditions of this Agreement. It is further agreed that time is of the essence for each and every portion of the Contract Documents wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract Documents any additional time is allowed for the completion of any work, the new time fixed by such extension shall be of the essence of this Agreement. It is understood and agreed that the times for the completion of the work are reasonable, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

C. Progress and Completion: Contractor shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and uninterruptedly at such a rate of progress as will ensure Substantial Completion within the stipulated number of calendar days.

5. Performance of the Work

A. Direction of the Work: The Contractor shall supervise and direct the Work, using his best skills and attention which shall not be less than such state of skill and attention generally rendered by the contracting profession for projects similar to the Project in scope, difficulty and location. The Contractor shall maintain adequate supervisory personnel at the project site during the performance of the Work. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Agreement.

B. Responsibility for the Work:

(1) The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor. This obligation shall also extend to the presence on the Site of suppliers of materials or equipment, their employees, contractors, and agents engaged in the work.

(2) The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Owner in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the Contractor.

C. Permits and Fees: Unless otherwise expressly provided, the Contractor shall secure and pay for all permits and fees, licenses and inspections necessary for the proper execution

and completion of the Work which are customarily secured after execution of the Agreement and which are legally required at the time the bids are received, and the same shall at all times be the property of the Owner and shall be delivered to the Owner upon completion of the Project. In the event a permit fee is required, Owner shall reimburse Contractor for cost of permit.

D. Notices, Compliance With Laws:

(1) The Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work. The Contractor shall provide the Owner with reproductions of all permits, licenses and receipts for any fees paid. The Owner represents that it has disclosed to the Contractor all orders and requirements known to the Owner of any public authority particular to this Agreement. The CONTRACTOR shall report and be responsible to the OWNER or its designee.

(2) If the Contractor observes that any of the Contract Documents are at variance with applicable laws, statutes, codes and regulations in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be accomplished by appropriate modification.

(3) If the Contractor performs any Work which he knows or should know is contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility therefor and shall bear all costs attributable thereto.

(4) In the performance of the Work, the Contractor shall comply with all applicable federal, state and local laws and regulations including those relating to workplace and employee safety. The Contractor shall notify the Owner immediately of any conditions at the place of the work that violate said laws and regulations.

E. Project Superintendent: The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site at all times during the progress of the Work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.

H. Protection of the Work and Owner's Property: The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this Agreement. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury. The Contractor shall clean the work area and restore it to its original condition upon completion of the work.

I. Quality of the Work: The Contractor shall perform the work in a good, workmanlike manner. The Contractor hereby guarantees that the entire work constructed by him under

the Agreement will meet fully all requirements thereof as to quality of workmanship. The Contractor shall ensure that all workers shall meet the qualifications as required by the License Agreement. All equipment installed shall be installed in compliance with the manufacturer's instructions. The Contractor hereby agrees to make at his own expense any repairs or replacements made necessary by defects in materials or workmanship supplied to him that become evident within one (1) year after the date of the final payment, and to restore to full compliance with the requirements set forth herein any part of the work constructed hereunder, which during said one (1) year period is found to be deficient with respect to any provisions of the Contract Documents. The Contractor also agrees to hold the Owner harmless from claims of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written orders for the same from the Owner. If the Contractor fails to make the repairs and replacements promptly, the Owner may do the work and the Contractor shall be liable to the Owner for the cost thereof.

6. Warranties: The Contractor guarantees that the goods sold are merchantable; that they are fit for the purpose for which they are being purchased; that they are of uniform quality and consistency and absent from any latent defects and that they are in conformity with any sample, which may have been presented to the Town. The Contractor warrants that all work will be performed in a good and workmanlike manner and in strict conformity with the Contract Documents. The Contractor shall replace, repair, or make good, without cost to the Town, any defects or faults arising within one (1) year after date of Town's acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.

7. Wage Rates

Prevailing Wage Rates as determined by the Commissioner of the Department of Labor and Workforce Development under the provisions of Massachusetts General Laws, Chapter 149, Section 26 to 27G, as amended, apply to this project. It is the responsibility of the Contractor to provide the Town with certified payrolls and to comply with all requirements of the above-cited statutes.

8. Payment for Work

The Town shall pay the Contractor as outlined in the proposal dated _____, in the amount of _____**.** in accordance with the terms and conditions in the contract. If applicable by law, invoices accompanied by copies of the weekly-certified payroll records shall be submitted for payment by the Contractor to Town on a monthly basis. The Town shall make payments on the basis of the work completed. The Town shall make payments within thirty (30) days after its receipt.

9. Final Payment, Effect

The acceptance of final payment by the Contractor shall constitute a waiver of all claims by the Contractor arising under the Agreement.

10. Terms Required By Law

This Agreement shall be considered to include all terms required to be included in it by the Massachusetts General Laws, and all other laws, as though such terms were set forth in full herein.

11. Indemnification

The Contractor shall defend, indemnify and hold harmless the Owner to the maximum extent permitted by law from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising out of the performance of this Agreement when such claims, damages, losses, and expenses are caused, in whole or in part, by the acts, errors, or omissions of the Contractor or his employees, agents, subcontractors or representatives.

12. Insurance

The Contractor shall provide the following insurance policies. The Town will require a Certificate of Insurance, indicating evidence of General Liability, Automobile Liability with minimum limits of $2,000,000.00 and Worker's Compensation (per Statute). The Town will require the Certificate of Insurance to include naming the Town of Medfield as an additional insured.

The Contractor shall purchase and maintain such insurance as will protect both the Owner and the Contractor from claims which may arise under the Agreement, including operations performed for the named insured by independent contractors and general inspection thereof by the named insured. In addition, the Contractor shall require its subcontractors to maintain such insurance. Coverage shall be provided for:

1. claims under workers' compensation, disability benefit and other applicable employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;

5. claims for damages, including damages to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

7. claims involving contractual liability applicable to the Contractor's obligations under Article 13

Except for Workers' Compensation, all liability coverage shall name the Town as an additional insured and shall provide for 30 days prior written notice to the Town of any modification or termination of coverage provided thereby. The Contractor shall provide the Owner with appropriate certificate(s) of insurance evidencing compliance with this provision prior to the commencement of any work under this Agreement.

13. Notice

All notices required to be given hereunder shall be in writing and delivered to, or mailed first class to, the parties' respective addresses stated above. In the event that immediate notice is required, it may be given by telephone or facsimile, but shall, to the extent possible, be followed by notice in writing in the manner set forth above.

14. Termination

A. Each party shall have the right to terminate this Agreement in the event of a failure of the other party to comply with the terms of the Agreement. Such termination shall be effective upon seven days' notice to the party in default and the failure within that time of said party to cure its default.

B. The Owner shall have the right to terminate the Agreement without cause, upon ten (10) days' written notice to the Contractor. In the event that the Agreement is terminated pursuant to this subparagraph, the Contractor shall be reimbursed in accordance with the Contract Documents for all Work performed up to the termination date, and for all materials or equipment not incorporated in the Work, but delivered and suitably stored at the site. Payment for material or equipment stored at the site shall be conditioned upon submission by the Contractor of bills of sale or such other evidence as is satisfactory to the Owner to establish the Owner's title to such material or equipment or otherwise protect the Owner's interests.

15. Claims and Disputes and Resolution Procedure

Claims, disputes, or other matters in question in Town and contractor or any other party claiming rights under this agreement relating to or arising from the Project, the Work, or interpretation of any terms of the Contract or Contract Documents shall be resolved only by a civil action commenced in the Superior Court Department, Norfolk County, or

District Court Department, Dedham Division of the Massachusetts Trial Court; in the alternative, private arbitration or mediation may be employed if the parties mutually agree in writing to do so.

16. Prohibition of Contractor's Withholding Performance

Contractor shall not delay, suspend, or curtail performance as a result of any dispute regarding changes in and/or interpretations of the terms or scope of the contract and/or denials of a failure to act upon claims for payment for extra work or materials but shall proceed with the work as it would were there no dispute.

17. Miscellaneous

A. Royalties and Patents: The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified; but if the Contractor believes or has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Owner, and thereafter the Owner insists on the use of the design, process or products specified.

B. Assignment: The Contractor shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written approval of the Owner.

C. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

D. By its signature hereon, the Contractor certifies, under the pains and penalties of perjury, that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the Owner by its authorized representatives who, however, incur no personal liability by reason of the execution hereof or of anything herein contained, as of the day and year first above written.

CONTRACTOR:

By:_____

Name: _____

Title: _____

OWNER: Town of Medfield

_____

Approved as to Form: _____

Mark G. Cerel, Town Attorney

Town of Medfield, MA

_____

Kristine Trierweiler, Town Administrator

EXAMPLE CLERK'S CERTIFICATE

_____

Action of Shareholders
Written Consent
(Date)

The undersigned, being the Shareholders of _____, a Massachusetts Corporation (the "Corporation") entitled to vote on the action, hereby consent to the adoption of the following votes:

VOTED: That the [President and/or the Vice President or named individual], each of them acting singly is, authorized to execute any and all contract documents and to enter into and negotiate the terms of all contracts and to accomplish same and to execute any and all documents, instruments, and agreements in order to effectuate the transaction and that said transaction shall be valid, binding, effective, and legally enforceable.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of the Corporation to take or cause to be taken all such action(s) as s/he or they, as the case may be, deem necessary, appropriate or advisable to effect the foregoing votes, as may be shown by the officer or officers execution or performance which shall be conclusive evidence that the same is authorized by the directors of this Corporation.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of this Corporation, under its corporate seal, if desired, attested by an appropriate officer, if desired, to execute, make oath to, acknowledge, deliver and file any and all of the agreements, instruments, certificates and documents referred to or related to the foregoing votes.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time and on behalf of this Corporation, under its corporate seal, if desired, to execute, acknowledge and deliver any and all agreements, instruments, certificates and documents referred to or related to the foregoing votes, with such changes as the officer or officers so acting may deem necessary or desirable, and the signature of such officer or officers to be conclusive evidence that the same is authorized by the directors of this Corporation.

Clerk of Corporation Certificate

I, _____ the Clerk of the foregoing corporation, do hereby certify that the above vote was

taken at a duly called meeting of the shareholders of the Corporation on _____, 20__.

_____
Clerk of Corporation

SEAL

XV. ATTACHMENT I: BASKETBALL COURTS RESURFACING

1.1 SURFACE PREPARATION

Powerwash existing court surface to remove any loose materials and debris along with any organics, etc. A hydrant fill station is available at the Department of Public Works: 55 North Meadows Rd. Medfield, MA 02052.

1.2 JOINT SEALANT & CRACK REPAIR

Crack repair product shall be an asphalt-compatible, 100% solids, non-hardening rubber crack-filler, by the same manufacturer, or as recommended by the manufacturer, of the Game Surfacing Materials used. Clean and fill all cracks over 1/8" in width. For all cracks over 3/8" in width, a compatible 4-layer flexible tape component system shall be used to provide a flat, durable base for the re-surfacing materials:

- RITEWAY CRACK REPAIR: 4 Sycamore Way, Unit 7A Branford, CT 06405
- ARMOR Crack Repair System, Dalton Coatings

Aggregate Base: For cracks over 3⁄4" in width, an aggregate base of crushed gravel, three-eighths inch (3/8") minus sand, and conforming to MassDOT specifications for asphalt paving base, shall be provided.

Expansion Joints: For replacement of any existing expansion joints, provide an asphalt-compatible, self-sealing joint-filler, sized to fit existing joint per manufacturer's recommended sizing. WR Meadows Sealtight or equal.

Crack Repair: Existing cracks shall be thoroughly cleaned with pressurized air or water, as stated above, all loose material removed, fully dried, and measured, and repaired in conformance with requirements herein.

- For cracks 3/8" in width or less, provide specified crack-filler material as specified the full depth of the crack. Scrape surface smooth following application of filler.
- For cracks greater than 3/8" in width, provide crack-filler and 4-Layer surface flexible tape system as specified. Follow manufacturer's written instructions for application.
- For cracks greater than 3⁄4" in width, all cracks shall have a minimum depth of 1", deepen the crack to 1" minimum if necessary. Where cracks are deeper than 1 1⁄2", provide aggregate base course to within 1 1/2" of surface. Provide crack-filler and surface tape system as specified.
- Crack repair must be allowed to fully dry per manufacturer's instructions prior to application of resurfacing materials.

1.3 RESURFACING

Install court surfacing as outlined in Parts 3 & 4 of Scope of Work noted above.