

TOWN OF NATICK MASSACHUSETTS

TO: Natick Board of Selectmen
William Chenard, Acting Town Administrator
Jeremy Marsette, Director, Natick Public Works
Anthony Comeau, Supervisor, Water and Sewer Division, Natick Public Works

FROM: Bryan R. Le Blanc, Procurement Officer'

DATE: January 25, 2018

SUBJECT: CONTRACT AWARD
SPRINGVALE No. 4 RECONDITIONING

On January 18, 2018, bids were received for reconditioning of Springvale No. 4 well in the Town of Natick, Massachusetts. Bids were received from three (3) bidders. (See attached.)

Scherbon Consolidated, Inc., of Amesbury, Massachusetts ("Scherbon"), is the lowest responsible and eligible bidder. We recommend that the Natick Board of Selectmen award the contract to Scherbon for the complete main bid work, as provided for in the Town's Invitation for Bids. The amount of the award will be for \$638,400.00 as provided for in Scherbon's bid. Mr. Gregory Eldridge (the Town's consultant from the on-call water/sewer engineering firm of Haley & Ward), Mr. Comeau, and I have reviewed the bids received and have checked the references and qualifications of Scherbon.

Please advise if you have any questions or require additional information.

Bids Received: 01/18/18

Newspaper Advertisement (Metrowest Daily News): 12/06/17

Website & Town Hall Posting: 12/01/17

Central Register: 12/13/17

COMMBUYS Posting: 12/01/17

Funding: (Per Mr. Comeau):

65445-583000	\$300,000 FY2015
655018-584000	\$300,000 FY2017
65020107-583000	\$38,400 FY2017

Bids Received: See attached.

IFB Opening Form

Date & Time: January 18, 2018, 11:00 A.M. EST

Subscribed this 18th day of January 2018
CPO Signature: Benjamin J. Blevins 1/18/18

Witness Signature: Michelle A. Gato 1-18-18

Haley and Ward, Inc.

Civil and Environmental Engineers

"Client Service and Engineering Excellence...Since 1897"

January 29, 2018

Via E-Mail

Mr. Anthony Comeau, Water and Sewer Supervisor
Department of Public Works
75 West Street
Natick, MA 01760

Re: Bid Results Contract No. W-143

Dear Mr. Marsette,

On January 18, 2018, three (3) bids were received for Contract W-143 entitled "Springvale #4 Water Pump Station". We are attaching a Canvass of Bids and have summarized the total bid amounts below:

	Base Bid
1. Sherbon Consolidated	\$638,400.00
2. Methuen Construction	\$686,418.00
3. Dankris Builders.	\$780,400.00

We contacted four (4) project references and were able to obtain three responses. All three responses received were generally positive responses with all indicating they would recommend Sherbon Consolidated for more work and did not identify any issues with them completing that would negatively impact the Springvale Water Pump Station project.

The Springvale #4 Water Pump Station project includes the construction of a new water pump station, water and sewer main installation and electrical work. Electrical work is included under a sub-bid and Sherbon Consolidated utilized the low electrical sub-bid submitted by Water Mark electrical. Watermark Electrical is completing the electrical work on the Bradford Road sewer pump station project and there have been no issue with their work to date.

We feel, based on the positive results of the reference checks and the completed projects list, that Sherbon Consolidated has the equipment, resources and experience to perform the work in accordance with the contract documents and within the specified time frame.

The low bid submitted by Sherbon Consolidated appears to be in order and is within available funding when considering this project award.

Please review the bid results and this letter, if the Town accepts the low bid of Sherbon Consolidated, please obtain the required signature on the attached Notice of Award form and return the form to our office. Once we receive the Award form, we will prepare the agreement documents for signing by the contractor.

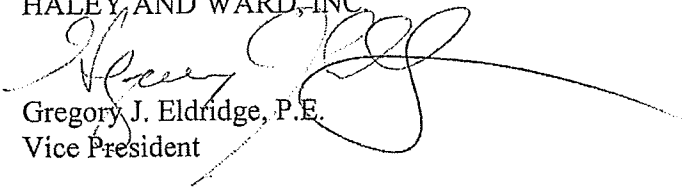
63 Great Road, Suite 200, Maynard, MA 01754 - 2097
Phone: (978) 648-6025 • Fax: (978) 648-6068
Email: hwi@haleyward.com • Web: www.haleyward.com

Mr. Anthony Comeau
March 22, 2017
Page 2 of 2

If you have any question on the bids and/or this letter, please feel free to contact our office.

Yours very truly,

HALEY AND WARD, INC.


Gregory J. Eldridge, P.E.
Vice President

Cc: Jeremy Marsette via email
Bryan LeBlanc via email

Enclosures: Canvass of Bids
Notice of Award

J:\Natick\436 Springvale #4 Pump Station CT W-143\Letters\436-002 SP #4 award letter.doc

Haley and Ward, Inc.

NATICK, MASSACHUSETTS
BOARD OF SELECTMEN

CONTRACT NO. W-143

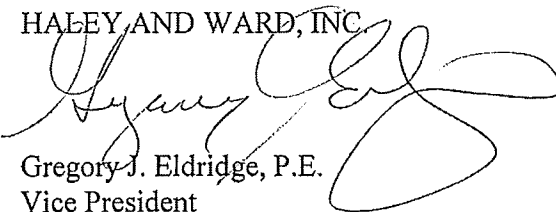
SPRINGVALE #4 WATER PUMP STATION

CANVASS OF GENERAL BIDS RECEIVED – THURSDAY, JANUARY 18, 2018

<u>DESCRIPTION</u>	<u>Sherbon Consolidated 1ST LOW BIDDER</u>	<u>Methuen Construction 2ND LOW BIDDER</u>	<u>Dankris Builders 3RD LOW BIDDER</u>
Total Bid Amount			
General Contract	<u>\$638,400.00</u>	<u>\$686,418.00</u>	<u>\$780,400.00</u>
 Item 1. Base Work	 <u>\$475,000.00</u>	 <u>\$523,018.00</u>	 <u>\$617,000.00</u>
 Item 2. Filed Sub Contracts	 <u>\$163,400.00</u>	 <u>\$163,400.00</u>	 <u>\$163,400.00</u>
Division 4 Masonry			
Division 16 – Electrical			

A true summary of bids received

HALEY AND WARD, INC.


Gregory J. Eldridge, P.E.
Vice President

TO BE COMPLETED BY HALEY & WARD,
POST AWARD.
AGREEMENT

THIS AGREEMENT made this twelfth day of February in the year 2016 by and between the Town of Natick, Massachusetts having an address of Natick Town Hall, 13 East Central Street, Natick, MA 01760, (hereinafter called OWNER), by its Board of Selectmen, and

Scherbon Consolidated, Inc. having an address of
40 HAVERHILL RD, AMESBURY, MA 01913 doing business as a (Corporation, ~~Partnership or~~
~~Individual~~) hereinafter called "CONTRACTOR."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, OWNER and CONTRACTOR hereby agree as follows:

ARTICLE 1. WORK

1.1 CONTRACTOR will commence the Work as specified or indicated in the Contract Documents as defined in Article 8 herein.

1.2 The work consists of the Springvale #4 Water Pump Station, which includes construction of a new concrete masonry superstructure, providing electrical equipment/upgrades/service, providing miscellaneous equipment, and site work.

1.3 CONTRACTOR shall furnish all materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the Project described herein.

ARTICLE 2. ENGINEER

2.1 The Project has been designed by Haley and Ward, Inc., who is hereinafter called ENGINEER and who shall act as OWNER'S representative, who shall assume all duties and responsibilities, and shall have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

3.1 CONTRACTOR shall commence the work required by the Contract Documents in accordance with the provisions of the Notice to Proceed and Contract Documents. The work will be substantially complete within one hundred and seventy five (175) consecutive calendar days after the date when the Contract Time commences to run in accordance with the Notice to Proceed and will be completed and ready for final payment within one hundred and eighty five (185) consecutive calendar days after the date when the Contract Time commences to run in accordance with the Notice to Proceed.

3.2. Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **Four Hundred** dollars (\$400.00) for each day that expires after the time in paragraph 3.1 of this section for Substantial Completion until the Work is substantially complete. After Substantial Completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work, within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **Eight Hundred** dollars (\$800.00) for each day that expires after the time specified in paragraph 3.1 of this section for completion and readiness for final payment.

ARTICLE 4. CONTRACT PRICE

4.1. In consideration for performance of the work as required by the Contract Documents, OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

TOTAL CONTRACT PRICE (\$ 638,400.⁰⁰)

SIX HUNDRED THIRTY EIGHT THOUSAND FOUR HUNDRED DOLLARS
AND ZERO CENTS ~~668~~.

Contractor's General Bid is attached to this Agreement as an exhibit.

ARTICLE 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions, as modified, if applicable, by the Supplementary Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1. Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER and as provided in Article 14 of the General Conditions, as modified, if applicable, by the Supplementary Conditions.

5.2. Final Payment. Upon final completion and acceptance of the Work in accordance with the General Conditions, as modified, if applicable, by the Supplementary Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER .

ARTICLE 6. TERMS

6.1. Terms used in this Agreement, which are defined in Article 1 of the General Conditions, as modified, if applicable, by the Supplementary Conditions, will have the meanings indicated in the General Conditions, as modified, if applicable, by the Supplementary Conditions

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1. CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

7.2. CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 4.2 of the General Conditions, and accepts the determination set forth in paragraph SC-4.2 of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to rely.

7.3. CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in paragraph 7.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.2 of the General Conditions, as modified, if applicable, by the Supplementary Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

7.4. CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the General Conditions, as modified, if applicable, by the Supplementary Conditions.

7.5. CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.6. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

ARTICLE 8. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 8.1 Invitation for Bids
- 8.2 Instructions to Bidders
- 8.3 Contractor's Bid
- 8.4 This Agreement ("Agreement") (pages 1 to 10, inclusive).
- 8.5. Exhibits to this Agreement
- 8.6. General Conditions
- 8.7 Supplementary Conditions
- 8.8 CONTRACTOR'S Performance and Payment Bonds, and insurance certificates.
- 8.9. Notice of Award.
- 8.10. Notice to Proceed.
- 8.11 Specifications as listed in table of contents.
- 8.12 Drawings, consisting of a cover sheet and sheets numbered: G1, G2, D1, A1, A2, A3, A4, A5, A6, SD1, M1, P1, H1, H2, E1-E13

with each sheet bearing the following general title:

Town of Natick, Massachusetts
Board of Selectmen

Springvale #4 Water Pump Station
Contract No. W-143

8.13. Addenda numbers 1 to 4, inclusive.

8.14 Change Order (s)

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.4 and 3.5 of the General Conditions.

ARTICLE 9. INDEMNIFICATION

CONTRACTOR shall compensate the Town for all damage to Town of Natick property of any nature arising out of CONTRACTOR's work. CONTRACTOR shall indemnify, defend, and hold harmless the Town of Natick and all of its officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind which arise out of the breach by CONTRACTOR or its subcontractor(s) of their obligations under this Contract, or the act or omission of CONTRACTOR, its subcontractor(s), or their officers, employees, agents and representatives or anyone directly or indirectly employed by them, or anyone for whose acts or omissions they may be liable, regarding the work to be performed by CONTRACTOR under the Contract, or which arise out of the violation of any Federal, Massachusetts or Town of Natick statute, by-law, rule, regulation, order or directive, or which relate to personal injury or property damage suffered by CONTRACTOR or any of its officers or employees regarding the subject matter of the Contract.

ARTICLE 10: INSURANCE

10.1 CONTRACTOR shall provide insurance that satisfies the categories and amounts specified in Article 5 of the General Conditions, as modified by Article 5 of the Supplementary Conditions.

10.2. Each certificate and policy of insurance required by this Agreement shall contain a cancellation provision as indicated below with no variations.

"Should any of the above described policies be canceled or materially amended before the expiration date thereof, the issuing insurer will mail within thirty (30) calendar days written notice to the certificate holder named to the left".

10.3 The Town of Natick and ENGINEER shall be named as an additional insured on each policy of insurance required by this agreement other than worker's compensation.

ARTICLE 11: MISCELLANEOUS PROVISIONS

11.1. No assignment by CONTRACTOR of any rights under or interests in the Contract Documents will be binding on OWNER without the written consent of OWNER; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent, and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge CONTRACTOR from any duty or responsibility under the Contract Documents.

11.2. This Agreement shall be binding upon OWNER and CONTRACTOR, their respective heirs, executors, administrators, successors, or assigns and legal representative to the other party hereto, its partners, heirs, executors, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

11.3. If any provision of this Agreement shall be determined to be invalid or unenforceable by final judgment of a court of competent jurisdiction, the remaining provisions shall continue in effect to the extent permitted by law.

11.4 This Agreement may be amended only by a written instrument signed by the parties.

11.5 This Agreement shall be governed by and construed in accordance with the Massachusetts law.

11.6 CONTRACTOR shall provide, to the satisfaction of OWNER, adequate supervision of all work performed under this Agreement.

11.7 This Agreement shall be guided by the Commonwealth of Massachusetts Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program. The goal for Affirmative Action is five percent (5%) minority workforce. CONTRACTOR shall take all affirmative steps necessary to achieve these goals, and shall provide required reports.

11.8 CONTRACTOR shall comply with all provisions of law applicable to his work including without limitation statutes, by-laws rules, regulations, orders and directives. This Contract shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, and any other laws, as though such terms were set forth in their entirety herein. CONTRACTOR shall comply with all applicable provisions of law and regulation as specified by the Williams-Steiger Occupational Safety and Health Act of 1970, as amended.

11.9 CONTRACTOR has made this Contract in reliance on his own examinations and estimates as to the amount and character of his work, and conditions which may be encountered in the performance thereof, and shall assume all risks and bear all losses pertaining thereto.

11.10 CONTRACTOR shall compensate the Town of Natick for all damages to the Town property of any nature arising out of CONTRACTOR'S work.

11.11 The Town of Natick may defer payment to CONTRACTOR of such sums otherwise due him under this Contract for such period of time as the Director of Public Works may deem required by law or expedient for protection of the Town or others against his noncompliance with the provisions thereof; and the Town may reimburse itself, by deduction from the money so retained, for all expense and loss resulting to it from his noncompliance.

11.12 No payment by the Town of Natick to CONTRACTOR shall be deemed to be a waiver of any right of the Town of Natick under this Contract or ratification by the Town of Natick of any breach hereof by CONTRACTOR.

11.13 CONTRACTOR shall provide services under this Agreement as an independent CONTRACTOR with the Town of Natick and CONTRACTOR and its employees shall not be entitled to receive any benefits of employment with the Town of Natick, including without limitation salary, overtime, vacation pay, holiday pay, health insurance, life insurance, pension or deferred compensation.

11.14 If any assignment shall be made by CONTRACTOR or by any guarantor of CONTRACTOR for the benefit of creditors, or if a petition is filed by CONTRACTOR or by any guarantor of CONTRACTOR for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the Bankruptcy Act is filed against CONTRACTOR and such involuntary petition is not discharged within ninety (90) calendar days thereafter, in any event the Town may terminate this Contract upon written notice to CONTRACTOR.

11.15 The award of this Contract and the continued operation of this Contract are subject to appropriation by Natick Town Meeting of sufficient money to fund the Contract.

11.16 OWNER may terminate this Contract upon written notice to CONTRACTOR if a source of money to fund the Contract is lost during any year of the Contract term. In the alternative, the parties may agree in writing to amend the Contract to provide for a Contract price which represents the reduced appropriation for a contract year.

11.17 In the event of termination, CONTRACTOR shall be entitled to be paid for services rendered in accordance with this Contract prior to termination.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have executed or caused to be executed by their duly authorized officials this Agreement in five (5) copies, each of which shall be deemed as an original on the date first above written. One Counterpart each has been delivered to OWNER, CONTRACTOR, ENGINEER, Town Counsel and Town Accountant.

OWNER:

CONTRACTOR:

Town of Natick, Massachusetts

Printed Name of CONTRACTOR

By _____
Signature

By: _____
Signature

The Natick Board of Selectmen

~~Richard P. Jennett, Jr., Chairman~~
JONATHAN H. FREEDMAN

~~Nicholas S. Mabardy, Vice-Chairman~~
SUSAN G. SALAMOFF

~~Jonathan H. Freedman, Clerk~~
RICHARD P. JENNETT, JR.

~~John J. Connolly~~
MICHAEL J. HICKEY, JR.

~~Susan G. Salamoff~~
AMY K. MISTROT

Printed Name

Printed Title

Dated: _____

Dated: _____

[CORPORATE SEAL]

Attest

Address for giving notices:

Board of Selectmen

Natick Town Hall

13 East Central Street

Natick, MA 01760

Contractor Address for giving notices:

CERTIFICATE OF APPROPRIATION

In accordance with the requirements of M.G.L. Chapter 44, Section 31C, this is to certify that an appropriation in the amount of this CONTRACT is available therefor, and that the Natick Board of Selectmen is authorized to execute this CONTRACT and to approve all requisitions and execute change orders.

~~Virginia W. Cahill~~ **ARTI P. MENTA**
Comptroller

Date

APPROVED AS TO FORM ONLY (AND NOT AS TO SUBSTANCE):

John P. Flynn, Esq.

Date

CERTIFICATE OF VOTE

I, _____, hereby certify
(Clerk/Secretary)

that I am the duly qualified and acting _____ of _____
(Title) (Corporation Name)

and I further certify that at a meeting of the Directors of said Corporation duly called and held on
_____ 20 ___, at which meeting all Directors were present and voting, the following vote was
unanimously passed:

VOTED: To authorize and empower either _____,

(Name) (Title);
_____, _____; or
(Name) (Title)
_____, _____
(Name) (Title),

any one acting singly, to execute all contracts and bonds on behalf of the Corporation.

I, further certify that the above vote is still in effect on this the ___ day of _____, 20___ and has
not been changed or modified in any respect.

Signature

Printed Name

Printed Title

The certification contained hereabove shall be executed by CONTRACTOR or copy of current
"certification of authority to sign for the Corporation" shall be attached.)