

TOWN OF NATICK MASSACHUSETTS

TO: Natick Board of Selectmen
William Chenard, Acting Town Administrator
Jemma Lambert, Director, Natick Community Services
Karen Partanen, Director, Natick Recreation and Parks
Randy Johnson, Resolution Architects, LLC

FROM: Bryan R. Le Blanc, Procurement Officer

DATE: May 17, 2018

SUBJECT: CONTRACT AWARD
Rehabilitation of the Camp Arrowhead Building (Re-Bid)

On May 17, 2018, bids were received, pursuant to M.G.L. c. 149, §§44A *et seq.*, for rehabilitation of the Camp Arrowhead Building in the Town of Natick, Massachusetts. Bids were received from four (4) bidders. (See attached.) This was a second re-bid, as no bids were received in the initial round of procurement. All bids from eligible bidders in the second round exceeded then available funding in the first re-bid round. In this round, we disqualified one of the bidders, Unicon Construction, Inc., for leaving the bid amount blank on its bid form.

Marino Construction, Inc. ("Marino Construction") is the lowest responsible and eligible bidder. We recommend that the Natick Board of Selectmen award the contract to Marino Construction for the complete main bid work, as provided for in the Town's Invitation for Bids, subject to approval by the Commonwealth of Massachusetts Department of Conservation and Recreation (DCR). The amount of the award will be for \$395,000.00, as provided for in Marino Construction's bid. We have reviewed the bids received and have checked the references and qualifications of Marino Construction. Please advise if you have any questions or require additional information.

Bids Received: 05/17/18

Newspaper Advertisement (Metrowest Daily News): 05/02/18

Website Posting: 04/25/18

Town Hall Posting 04/25/18

Central Register: 05/02/18

COMMBUYS Posting: 04/25/18

Funding: 2016 Special Town Meeting #2 Article 6
2018 Spring Annual Town Meeting Article 14 Motion F

ITB Opening Form

23 - No bids received in first round of procurement, second bids exceeded budget.

Date & Time: May 17, 2018, 9:30 A.M. EDT

[illegible]

None of the companies included an insurance certificate. This is not statutory; we reserve the right to request it at a later time.

CPO Signature:

Witness Signature:



AIA®

Document A101™ – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 18th day of May in the year 2018
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

The Town of Natick, Massachusetts
Natick Town Hall
13 East Central Street
Natick, MA 01760

and the Contractor:
(Name, legal status, address and other information)

Marino Construction, Inc.
121 Parker Road
Chelmsford, MA 01824

for the following Project:
(Name, location and detailed description)

Rehabilitation (Interior) of the Camp Arrowhead Building
Worcester Road
Natick, MA 01760

The Architect:
(Name, legal status, address and other information)

Resolution Architects, LLC
One South Avenue
Natick, MA 01760

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

(1262899504)

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

N/A

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

N/A

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than sixty (60) calendar days from the date of commencement.

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

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Portion of Work

Substantial Completion Date

subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

SEE PROJECT MANUAL.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be \$ (), subject to additions and deductions as provided in the Contract Documents.

means: three hundred ninety-five thousand dollars and zero cents (\$395,000.00)

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner.

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 4.3 Unit prices, if any:
(Identify and state unit prices; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
N/A		

See Project Manual

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
N/A	N/A

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Per M.G.L. c. 30, §39K.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the first day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the fifteenth day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than fifteen (15) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

Init.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

1. Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
2. Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent (5 %);
3. Subtract the aggregate of previous payments made by the Owner; and
4. Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

1. Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
2. Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

None.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

1. the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
2. a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

Init.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

N/A

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

☐ Arbitration pursuant to Section 15.4 of AIA Document A201-2007

☒ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

Zero percent (0%)

§ 8.3 The Owner's representative:

(Name, address and other information)

William D. Chenard
Acting Town Administrator
Natick Town Hall
13 East Central Street
Natick, MA 01760

§ 8.4 The Contractor's representative:

Init.

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User Notes:

(1262899504)

(Name, address and other information)

Joseph Marino, President
Marino Construction, Inc.
121 Parker Road
Chelmsford, MA 01824

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

N/A

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Supplementary General Conditions	Supplementary General Conditions	February 1, 2018	39

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)
See Project Manual.

Section	Title	Date	Pages
-	-	-	-

§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)
See Project Manual.

Number	Title	Date
-	-	-

§ 9.1.6 The Addenda, if any:

Number	Title	Date	Pages
1		May 11, 2018	1

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

Init.

- 1 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

N/A

- 2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

N/A

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.
(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of insurance or bond	Limit of liability or bond amount (\$0.00)
Performance Bond	100% of Total Contract Price
Labor and Materials Payment Bond	100% of Total Contract Price

This Agreement entered into as of the day and year first written above.

(Paragraphs deleted)

OWNER

The Town of Natick, Massachusetts

By: The Natick Board of Selectmen

Amy K. Mistrot

Chairman

Susan G. Salamoff, Vice Chairman

Michael J. Hickey, Jr., Clerk

Jonathan H. Freedman

Richard P. Jennett, Jr.

CONTRACTOR

(Printed Name of Contractor)

by:

Signature

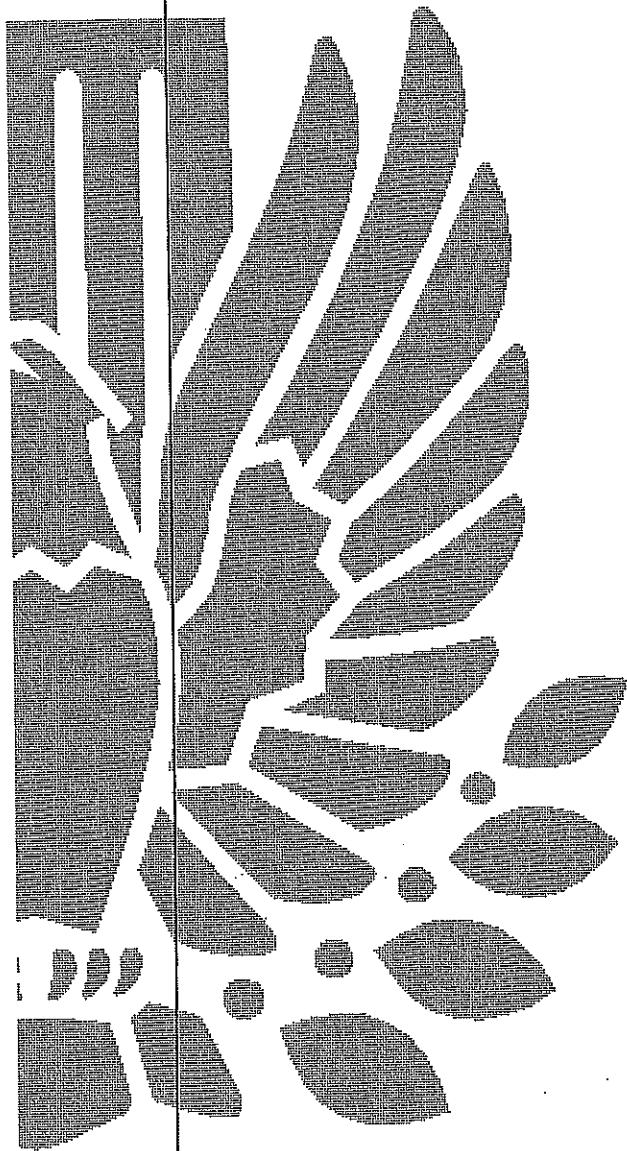
Printed Name

Printed Title

Init.

Dated: _____

Dated: _____



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APPROVED AS TO AVAILABILITY OF APPROPRIATION:

This is to certify, pursuant to M.G.L. c. 44, §31C, that an appropriation in the amount of this Agreement is available therefor and that the Natick Board of Selectmen is authorized to execute this Agreement and to approve all requisitions and execute change orders.

Dated: _____

Arti P. Mehta
Comptroller, Town of Natick

APPROVED AS TO FORM ONLY, AND NOT AS TO SUBSTANCE

Dated: _____

John P. Flynn, Esq.

Init.

CERTIFICATE OF VOTE

I, _____, hereby certify that I am the duly qualified and acting
(Clerk/Secretary)

_____ of _____ and I further certify that at a
(Title) (Corporation Name)

meeting 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) (Name)

_____; or _____,
(Title) (Name)

_____, any one acting singly, to execute all contracts and bonds on behalf of the
(Title)
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.

Init.

BID FORM FOR GENERAL BID

To the Awarding Authority: Town of Natick, Massachusetts
Board of Selectmen
Natick Town Hall
13 East Central Street
Natick, MA 01760

A. The undersigned Bidder proposes to furnish all labor and materials required for Rehabilitation (Interior) at the Camp Arrowhead Building in the Town of Natick, in accordance with the accompanying plans and specifications for the Contract price specified below, subject to additions and deductions according to the terms of the specifications.

B. This bid includes addenda numbered 1.

C. The proposed lump sum contract price is three hundred ninety five thousand 000 dollars (\$ 395,000).

For alternate No. N/A Add \$ N/A; Subtract N/A

Not/Applicable
(Repeat preceding line for each alternate)

D. The subdivision of the proposed contract price is as follows:

Item 1. The work of the general contractor, being all work other than that covered by Item 2.
\$ N/A

Item 2. Sub-bids as follows:

Sub-Trade	Name of Sub-Bidder	Amount of Sub-Bid	Bonds Required (Indicated by "Yes" or "No")
<u>N/A</u>	<u>N/A</u>	<u>\$ N/A</u>	<u>N/A</u>

Sub-bids as follows:

The undersigned agrees that each of the above named sub-bidders will be used for the work indicated at the amount stated, unless a substitution is made. The undersigned further agrees to pay the premiums for

the performance and payment bonds furnished by sub-bidders as requested herein and that all of the cost of all such premiums is included in the amount set forth in Item 1 of this bid.

The undersigned agrees that if he is selected as general contractor, he will promptly confer with the awarding authority on the question of sub-bidders; and that the awarding authority may substitute for any sub-bid listed above a sub-bid filed with the awarding authority by another sub-bidder for the sub-trade against whose standing and ability the undersigned makes no objection; and that the undersigned will use all such finally selected sub-bidders at the amounts named in their respective sub-bids and be in every way as responsible for them and their work as if they had been originally named in this general bid, the total contract price being adjusted to conform thereto.

The undersigned agrees that, if he is selected as general contractor, he will within five (5) days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid and furnish a performance bond and also a labor and materials or payment bond, each of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the awarding authority and each in the sum of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price; provided, however, that if there is more than 1 surety company, the surety companies shall be jointly and severally liable.

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 ten (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.

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

The Bidder has familiarized himself 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.

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

The Bidder certifies that it has reviewed the insurance requirements contained in the Contract Documents and certifies that it will comply with them. The Bidder also certifies its completion of the attached Contractor Certification forms.

The following documents are attached to and made a condition of this Bid:

(a) Required Bid Security in the amount of five (5%) percent of PROPOSED LUMP SUM CONTRACT PRICE appearing in Paragraph 4 above, and in a form as described in the Instructions to Bidders.

(b) A copy of a "Certificate of Eligibility" issued by the Deputy Commissioner of the Commonwealth of Massachusetts Division of Capital Asset Management and Maintenance (DCAMM) showing that the Bidder has the classification and capacity rating to perform the work required.

(c) An update statement in such form as the Deputy Commissioner of DCAMM shall prescribe.

The undersigned hereby certifies that the Bidder named below will comply with the minority workforce percentage ratio and specific affirmative action steps contained in the EEO/AA/Supplier Diversity Office (SDO) provisions of this Contract. The Bidder receiving the award of the Contract shall be required to obtain from each of its subcontractors a copy of the certification by said subcontractor, regardless of tier, that it will comply with the minority workforce ratio and specific affirmative action steps contained in these EEO/AA/SDO Contract provisions and submit it to the contracting agency prior to the award of such subcontract.

The undersigned certifies under penalties of perjury that there have been no substantial changes in his financial position or business organization of the Bidder named below other than those changes noted within the application since the applicant's most recent statement and that the bid is in all respects *bona fide*, fair and made without collusion or fraud with any other person. "Person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity which sells materials, equipment or supplies used in or for, or engages in the performance of, the same or similar construction, reconstruction, installation, demolition, maintenance or repair work or any part thereof. C 149 s44D (1)(b)

The undersigned further certifies under penalty of perjury that the said Bidder named below is not presently debarred from doing public construction work in the Commonwealth of Massachusetts under the provision of Section 29F of Chapter 29, or any other applicable debarment provisions of any other Chapter of the General Laws or any rule or regulation promulgated thereunder.

THIS BID SUBMITTED ON 5/17 2018

Name of Bidder: Marino Construction Inc.

By [Signature]
Signature

Joseph Marino
Printed Name

President
Printed Title

(Corporate Seal)

Attest [Signature]
(Secretary)

Business Address: 121 Parker Rd
Chelmsford MA 01824

Phone Number: (781) 844-5464

E-mail Address: j.marinoconstruction@gmail.com

Fax: 978-256-6383

CERTIFICATE OF NON-COLLUSION

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

Marina Construction Inc.
Name of Bidder

121 Parkers Rd
Address of Bidder

Chelmsford, MA 01824

781-844-5464
Telephone Number

By: [Signature]
(Signature)

Joseph Marine
Printed Name

President
Printed Title

5/17/18
Date



Resolution Architects
One South Avenue
Natick, MA 01760
P : (508) 315-3666
ResolutionArchitects.com

May 11, 2018

ADDENDUM NO. 1

Restoration of Camp Arrowhead
Natick, MA

To: All Plan Holders
Cc: Byran LeBlanc; Town of Natick Procurement Officer

1. The Drawings dated May 2, 2018 and Project Manual dated May 2, 2018, are amended as noted in the following addendum.
2. This Addendum consists of One (1) Items and no (0) Attachments.
3. Bidders shall note receipt of all Addenda on the bid form. Failure to do this will cause rejection of the bid.

ITEM 1 Roofing Spec

In Specification Section 07 31 00, 2.01 A,
Delete subparagraph 10

Insert new subparagraph 4:

4. *Acceptable Manufacturers:
GAF "Marquis" WeatherMax
Equal by Certainteed or Tamko*

End of Addendum No. 1

CERTIFICATE OF TAX COMPLIANCE

Pursuant to Massachusetts General Laws (M.G.L.) c. 62C, §49A, I certify under the penalties of perjury that the Bidder named below has complied with all laws of the Commonwealth of Massachusetts pertaining to the payment of taxes, to the reporting of employees and contractors, and to the withholding and remitting of child support.

Marino Construction Inc.
Name of Bidder

12 Parker Rd
Address of Bidder

Chelmsford MA 01824

781-844-5464
Telephone Number

By: [Signature]
(Signature)

Joseph Marino
Printed Name

President
Printed Title

5/17/18
Date

CONFLICT OF INTEREST CERTIFICATION

The Bidder hereby certifies that:

1. The Bidder has not given, offered, or agreed to give any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of a Contract pursuant to this Invitation for Bids.
2. No consultant to, or subcontractor for, the Bidder has given, offered, or agreed to give any gift, contribution, or offer of employment to the Bidder, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a Contract by the Bidder.
3. No person, corporation, or other entity, other than a bona fide full time employee of the Bidder has been retained or hired to solicit for or in any way assist the Bidder in obtaining the Contract (pursuant to this IFB) upon an agreement or understanding that such person, corporation or entity be paid a fee or other compensation contingent upon the award of a Contract to the Bidder.
4. The Bidder understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Bidder with respect to the transaction outlined in the IFB.
5. The Bidder understands that the Bidder, his/her/its officers, employees, agents, subcontractors, and affiliated entities, shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

Marino Construction Inc.
Name of Bidder

121 Parker Rd
Address of Bidder

Chelmsford MA 01824

781-844-5464
Telephone Number

By: [Signature]
(Signature)

Joseph Marino
Printed Name

President
Printed Title

5/17/18
Date

CERTIFICATE OF CORPORATE BIDDER

I, Joseph Marino, certify that I am the President of the Corporation named as Bidder in the attached Bid; that Joseph Marino, who signed said Bid on behalf of the Bidder was then President of said Corporation; that I know his/her signature hereto is genuine and that said Bid was duly signed, sealed and executed for and on behalf of its governing body.

(Corporate Seal)

Marino Construction Inc.
Name of Bidder

121 Parker Rd
Address of Bidder

Chelmsford, MA 01824

781-844-5464
Telephone Number

By: [Signature]
(Signature)

Joseph Marino
Printed Name

President
Printed Title

5/17/18
Date

This Certificate shall be completed where Bidder is a Corporation and shall be so completed by its Clerk. In the event that the Clerk is the person signing the Bid on behalf of the Corporation, this certificate shall be completed by another officer of the Corporation.

CERTIFICATE OF COMPLIANCE WITH M.G.L. c. 151B

The Bidder hereby certifies that it is in compliance with and shall remain in compliance with Massachusetts General Laws (M.G.L.) Chapter 151B and shall not discriminate on any prohibited basis outlined therein. The Bidder also hereby certifies that it shall comply with any and all applicable Supplier Diversity Office (SDO) thresholds that have been established in conjunction with this Invitation for Bids.

Marino Construction Inc.
Name of Bidder

121 Parker Rd
Address of Bidder

Chelmsford MA 01824

781-844-5464
Telephone Number

By: 
(Signature)

Joseph Marino
Printed Name

President
Printed Title

5/17/18
Date

CERTIFICATE OF NON-DEBARMENT

The Bidder hereby certifies that it is presently not debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, and that, should any proceeding arise in which it is debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, the Bidder shall inform the Town of Natick within one (1) business day of such debarment, suspension, or prohibition from practice.

Marino Construction Inc.
Name of Bidder

121 Parker Rd
Address of Bidder

Chelmsford, MA 01824

781-844-5464
Telephone Number

By: (Signature)

Joseph Marino
Printed Name

President
Printed Title

5/17/18
Date

**OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION
CERTIFICATION**

The Bidder named below agrees that if it is selected as the Contractor, it shall comply with the provisions of M.G.L. Chapter 30, Section 39S.

The Bidder named below certifies, under penalties of perjury, that it is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in 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 ten (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 all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten (10) hours in duration.

Name of Bidder

Marino Construction, Inc.

121 Parker Rd. Chelmsford MA 01824
Address of Bidder

By:

[Signature]
Signature

Joseph Marino
Printed Name

President
Printed Title

5/17/18
Date

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

Marino Construction Inc.

(Name of Contractor)

121 Park Road, Chelmsford, MA 01824

(Address of Contractor)

a Corporation, hereinafter called PRINCIPAL and (Corporation, Partnership, or Individual)

North American Specialty Insurance Company

(Name of Surety)

5200 Matcalf OPN111, Overland Park, KS 66202

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

Town of Natick, Massachusetts

(Name of Owner)

c/o Natick Board of Selectmen, Natick Town Hall, 13 East Central Street, Natick, MA 01760

(Address of Owner)

hereinafter called Owner, in the total aggregate penal sum of

Five Percent of Attached Bid

Dollars (\$ 5%)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents. Project: Camp Arrowhead Restoration, Project #2018.03.14

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal has submitted to the Natick Board of Selectmen a certain Bid, attached hereto and made a part hereof and hereby incorporated by reference herein, to enter into a Contract, in writing, for the replacement of the existing Equipment Maintenance Garage roof.

NOW, THEREFORE,

(a) If said Bid shall be rejected, or

(b) If said Bid shall be accepted and the Principal shall execute and deliver a Contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a Bond for his faithful performance of said Contract, and for the payment of all persons furnishing materials or performing labor in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

ATTEST:

Marino Construction Inc.

Principal

Joseph Marino
(Principal Secretary)

(SEAL)(s)

By

[Signature]
Signature

Joseph Marino
Printed Name

President
Printed Title

121 Parker Rd Chelmsford, MA 01824
(Address) (Address)

North American Specialty Insurance Company
(Surety)

ATTEST:

[Signature]
(Witness as to Surety)

By

[Signature]
Attorney-in-Fact Signature

Adam W. DeSanctis
Printed Name

100 Unicorn Park Drive, Woburn MA 01801

(Address)

Attorney-In-fact

Printed Title

5200 Matcalf OPN111

Overland Park, KS 66202

(Address)

NOTE: Date of Bond must not be prior to date of Contract.

If the Principal is a partnership, all partners should execute this Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Overland Park, Kansas each does hereby make, constitute and appoint:

JAMES J. AXON, GREGORY D. JUWA, MICHAEL F. CARNEY, WILDER PARKS, JR., PAUL A. PATALANO, LESLIANN J. ORTIZ, ADAM W. DESANTIS, MICHAEL T. OILBERT, CHRISTINE B. GALLAGHER, BYRAN F. JUWA, DAVID A. BOUTIETTE, RICHARD F. CARUSO, REBECCA SHANLEY, JONATHAN E. DUGGAN, LINDSAY A. KNOWLTON, and JORDAN J. TIRONE JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: **ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS**

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation

By Mike A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation



IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 22 day of FEBRUARY, 20 18.

North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

State of Illinois ss:
County of Cook

On this 22 day of FEBRUARY, 20 18, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 19th day of April, 20 18

Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company & Vice President & Assistant Secretary of Westport Insurance Corporation

Commissioner

Marino Construction Inc.
121 Parker Road
Chelmsford, MA 01824

Phone: 781-844-5464
Fax: 978-256-6383

Project Name: Press Box at Watkins Field
Project Location: 200 Catherine St. Gardner MA
Project Status: Completed 2015
Contact Person: Chris Casavant
Contact Company: Gardner Public Schools
Project Description: Complete alteration of Press Box at Gardner High School

Project Cost: \$80,950
Phone: 978-632-1164

Project Name: Melrose 5-14-705-2-319-V
Project Location: 319 Washington St. Melrose MA
Project Status: Completed 2014
Contact Person: Kirk Fulton
Contact Company: Melrose Housing Authority
Project Description: Exterior renovations and vinyl siding installation

Project Cost: \$23,450
Phone: 781-665-1622

Project Name: Canton Toilets project #050028
Project Location: 600 Washington St.
Project Status: Completed 2014
Contact Person: Mark Roy-Awarding Authority
Contact Company: Canton Housing
Project Description: Low Flow toilet replacement at Hagen Ct., Ruben Ct., & Hemenway

Project Cost: \$82,416.06
Phone: 781-828-5144

Project Name: Littleton VCT tile
Project Location: 10 Shattuck St., Littleton, MA
Project Status: Completed 2013
Contact Person: Mark Borsuk
Contact Company: Littleton Housing Authority
Project Description: Remove and installed 5,000 square feet of VCT tile

Project Cost: \$23,560.00
Phone: 774-261-0097

Project Name: Dracut Housing
Project Location: 971 Mammoth Road, Dracut MA
Project Status: Completed 2013
Contact Person: Mary Karabatsos-Awarding Authority
Contact Company: Dracut Housing
Project Description: Build wall, remove windows, move door, & install new doors

Project Cost: \$18,000.00
Phone: 978-957-3515

Project Name: Reading Housing Authority
Project Location: 22 Frank D. Tanner Drive, reading MA
Project Status: Completed 2013
Contact Person: Frank Veglie-Awarding Authority
Contact Company: Reading Housing Authority
Project Description: Remove and install ten doors with closers and hardware

Project Cost: \$13,036
Phone: 508-361-4422

Marino Construction Inc.
121 Parker Road
Chelmsford, MA 01824

Phone: 781-844-5464
Fax: 978-256-6383

BIDDER'S COMMERCIAL REFERENCES

Project Name: Andover Storage Building
Project Location: High Plains Middle School
Project Status: Completed 12/17
Contact Person: Chris Rotti
Contact Company: RMD Collaborative, LLC
Project Description: Erect complete storage building
Project Cost: \$202,675.05
Phone: 617-553-2331

Project Name: Arson Prop Building and Outdoor Classroom
Project Location: 1 State Rd. Stow, MA
Project Status: Completed 2017
Contact Person: James DiRicco
Contact Company: Dept. of Fire Services
Project Description: Built Arson building, custom windows & outdoor classroom for students and trainees.
Project Cost: \$130,261.90
Phone: 978-567-3161

Project Name: Cambridge City Hall 3rd Floor Ladies Room Renovation
Project Location: Mass Ave. Cambridge, MA
Project Status: Complete 2017
Contact Person: Paul Lyle
Contact Company: City of Cambridge
Project Description: Demo, gut, and completely remodel women's restroom
Project Cost: \$187,194.90
Phone: 617-224-2844

Project Name: Old Nab bathroom
Project Location: 170 Plain St., Westford
Project Status: Completed 2016
Contact Person: Bill Kenison
Contact Company: Town of Westford
Project Description: Complete renovation of two, two stall bathrooms
Project Cost: \$81,200
Phone: 978-399-2552

Project Name: Pine Bluff Recreation
Project Location: 380 Great Rd. Stow MA
Project Status: Completed 2015
Contact Person: Laura Greenough
Contact Company: Town of Stow
Project Description: 4 bathroom house with 2 changing areas, pavilion, barn for storage, nurses office, sunshade, and deck with seating.
Project Cost: \$228,239
Phone: 978-855-2298

Project Name: Hopkinton wall and door
Project Location: Middle School 89 Hayden Rowe St.
Project Status: Completed 2015
Contact Person: Al Rogers
Contact Company: Hopkinton Public Schools
Project Description: Build interior wall and put in new door
Project Cost: \$10,735
Phone: 508-497-9870

NATICK, MASSACHUSETTS
BOARD OF SELECTMENNOTICE OF AWARDDATED May 19, 2018

To: BIDDER: Marino Construction, Inc
ADDRESS: 121 Parker Rd
Chelmsford, MA 01824

The Owner has considered the Bid submitted by you for the above described Work in response to the Invitation for Bids dated May 2, 2018 and Instructions to Bidders.

You are hereby notified that your Bid has been accepted in the amount of \$ 395,000.⁰⁰, based upon summation of lump sum prices.

You shall comply with the following conditions precedent within five (5) days (Saturdays, Sundays, and legal holidays excluded) of the date of this Notice of Award, that is by May 25, 2018.

1. You shall deliver to the OWNER five (5) fully executed counterparts of the Contract, including all the Contract Documents. Each of the Contract Documents shall bear your signature on the cover page.
2. You shall deliver with the executed Contract, the Contract Security (Bonds - including both a fully-executed Performance Bond and a fully-executed Payment Bond - and Certificates of Insurance) as specified in the Instructions to Bidders, General Conditions and Supplementary Conditions.

Failure to comply with these conditions within the time specified will entitle OWNER to consider

your bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

Five (5) copies of each of the proposed Contract Documents accompany this Notice of Award.

Within ten (10) days after you comply with those conditions, OWNER will return to you one (1) fully signed counterpart of the Contract with the Contract Documents attached.

Dated this 19th day of May, 2018.

By:

Signature of Owner's Representative

Printed Name

Printed Title

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged
this ____ day of _____, 20____.

Printed Name of Contractor

By _____
Authorized Signature

Printed Name

Printed Title