

Boston Renaissance Charter Public School



Request for Proposal

Installation of New Turf at Boston Renaissance Charter Public School

May 29, 2025

Bids Due:

Wednesday June 18, 2025, 10:00 AM

*Late bids will be rejected

Alexandra Emery
Chief Financial Officer
Boston Renaissance Charter Public School
1415 Hyde Park Avenue
Hyde Park, MA 02136
617-357-0900 ext. 1212
aemery@brcps.school

Installation of New Turf at
Boston Renaissance Charter Public School
Invitation for Bid
2025-0001

Release Date	Thursday May 29, 2025 @ 10:00 AM
Pre-Bid Conference	Monday June 2, 2025 @ 10:00 AM
Deadline for Questions	Thursday June 5, 2025 @ 12:00 PM
Bids Due	Wednesday June 18, 2025 @ 10:00 AM

Procurement Overview

Primary Contact (bid questions)	Alexandra Emery, Chief Financial Officer
Contract Manager	Alexandra Emery, Chief Financial Officer
Bid Package Available	Thursday May 29, 2025 @ 10:00 AM -Information and details of bidding requirements may be obtained at the Boston Renaissance Charter Public School online at the School's Website - https://www.bostonrenaissance.org/
Pre-Bid Meeting	Monday June 2, 2025 @ 10:00 AM (1415 Hyde Park Avenue, Hyde Park, MA 02136)
Bid Deposit	5% bid deposit is required as part of bid
Deadline for Written Questions	Thursday June 5, 2025 @ 12:00 PM. Questions can be submitted via email to: purchasing@brcps.blue All questions will be answered in a formal addendum
Addenda	If any changes are made to this bid, an addendum will be issued. Addenda will be posted on the School's Webpage and emailed to all bidders on our recorded bidders list.
When and Where Bids are Due	Wednesday June 18, 2025 @ 10:00 AM. Attn: Alexandra Emery, Chief Financial Officer, Boston Renaissance Charter Public School, 1415 Hyde Park Avenue, Hyde Park, MA 02136.
Bid Opening	Wednesday June 18, 2025 @ 10:00 AM Boston Renaissance Charter Public School, where in the school - conference room.
Number of Required Copies	ONE (1) Original, 3 Copies, AND 1 Digital USB Copy. 5 total.
Contract Award	Award will be made within 90 business days upon Head of School and Board of Trustees Approval and Signature
Upon Award of Contract	
Payment Bond	100% of the bid value
Performance Bond	100% of the bid value
Insurance Refer to Contract Terms	Insurance Refer to Contract Terms (See page 43)

Advertised in the Boston Times and the Bulletin Newspapers
on Thursday, May 29, 2025, at 10:00 AM
Published in Central Register issue of Thursday, May 29, 2025, and
Advertised in CommBuys on Wednesday, June 4, 2025

LEGAL NOTICE

Invitation for Bid (IFB)

Bid #2025-0001

Installation of New Turf at Boston Renaissance Charter Public School

Boston Renaissance Charter Public School (BRCPS) is accepting sealed bids for the Installation of New Turf at BRCPS. Copies of the Invitation for Bid (IFB) package will be available beginning Thursday, May 29, 2025 at the School's [Website](https://www.bostonrenaissance.org/) – <https://www.bostonrenaissance.org/>.

Sealed bids must be submitted no later than Wednesday, June 18, 2025 @ 10:00 AM to Chief Financial Officer, Boston Renaissance Public Charter School, 1415 Hyde Park Avenue, Hyde Park, MA 02136)

LATE BIDS WILL NOT BE CONSIDERED.

Bids will be publicly opened after the submission deadline. The BRCPS reserves the right to reject any and all bids as determined to be in the best interests of the BRCPS and to waive minor informalities.

Alexandra Emery
Chief Financial Officer
May 29, 2025

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SECTION 00020

INVITATION FOR BIDS

Sealed bids for furnishing the following item will be received at the Office of the Chief Financial Officer, 1415 Hyde Park Avenue, Hyde Park, MA 02136 until the time specified below at which time the bids will be publicly opened and read.

Specifications and bid forms may be obtained at online at the school's [Website - https://www.bostonrenaissance.org/](https://www.bostonrenaissance.org/).

Bids will be opened in the Office of the Chief Financial Officer on Wednesday June 18, 2025, at 10:00 a.m. Each Bid must be accompanied by a bid security consisting of a BID BOND, CASH or CERTIFIED CHECK issued by a responsible bank or trust company in the amount of 5% of the bid price.

Pre-Bid Conference and **Site Visit** will be held at the BRCPS located at 1415 Hyde Park, on Monday June 2, 2025, at 10:00 a.m. It is imperative that all prospective bidders have a representative in attendance.

A performance bond in an amount equal to 100 percent of the total amount of the contract price with a surety company qualified to do business in the Commonwealth of Massachusetts will be required for the faithful performance of the contract, as well as a labor and materials bond in an amount equal to 100 percent of the total contract price.

All bids for this project are subject to applicable public bidding laws of Massachusetts, including, but not limited to G.L. c.30, §39M.

Attention is directed to the minimum wage rates to be paid as determined by the Commissioner of Labor and Workforce Development and the weekly payroll record submittal requirements under the provisions of Massachusetts General Laws, Chapter 149, Section 26 through 27D inclusive.

Selection of the contractor will be based upon bidder qualifications, including evidence of past performance in similar projects and bid price. The contract will be awarded to the bidder deemed by the awarding authority to be the lowest responsible and eligible bidder.

The bidder agrees that its bid shall be good and may not be withdrawn for a period of 30 days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

The BRCPS reserves the right to waive any informalities, to accept or reject, in whole or in part any or all bids, or take whatever other action may be deemed to be in the best interest of the BRPS.

SECTION 00100

INSTRUCTIONS TO BIDDERS

1. Receipt and Opening of Bids

Boston Renaissance Charter Public School, Hype Park, Massachusetts, herein called the Owner, acting by and through its Chief Financial Officer, will receive sealed Bids for the project known as the Installation of New Turf at Boston Renaissance Charter Public School Project.

General bids shall be addressed to the Office of Chief Financial Officer, Boston Renaissance Charter Public School, 1415 Hyde Park, Hyde Park, MA 02136 and endorsed "Bid for 2025-0001 Installation of New Turf at the Boston Renaissance Charter Public School" (Project) will be received at the Office of the Chief Financial Officer until 10:00 a.m. prevailing time, on Wednesday June 18, 2025, at which time and place said bids will be publicly opened and read aloud.

Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified will not be considered. The bidder agrees that its bid shall be good and may not be withdrawn for a period of 30 days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids.

2. Location and Work to be Done

The work consists of installing Field Turf through qualified labor, tools and equipment necessary to install Field Turf as indicated on the plans and as specified herein. The installation shall be performed in strict accordance with FieldTurf's installation instructions and in accordance with all approved shop drawings. Removal and disposal of the current turf system, fine grade for planarity the existing base, and all work incidental thereto, in accordance with the specifications and conceptual plans attached hereto. The location of work is the Boston Renaissance Charter Public School, 1415 Hyde Park, Hyde Park, MA 02136

Additional drawings showing details in accordance with which the work is to be done may be furnished by addendum from time to time during the bidding period by the Owner and shall then become a part of the contract documents.

The contractor shall furnish all labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies, and all other necessary

things to do all the work required for the completion of each item of the work and as herein specified.

The work to be done and paid for under any item shall not be limited to the exact extent mentioned or described but shall include all incidental work necessary or customarily ne done for the completion of that item.

2. Scope of Services:

Part 1 - General:

1.01 Work Included

Provide all labor, materials, and tools necessary for the complete installation of a poured-in-place safety surfacing system as outlined in these specifications. The system

should consist of but not necessarily be limited to the following:

- A. Section includes Resilient playground surfacing poured in place system.
- B. Related work: Playground equipment and resilient playground surfacing subbase.
- C. Quality Assurance: Manufacturer should have manufactured and installed playground poured in place safety surfaces for a minimum of 5 years, and meet current ASTM F 1292 Test Criteria. The installation of the poured in place product should be completed by FLEXGROUND BY FIBAR.

1.02 Submittals

Prospective manufacturers and/or installers of the poured-in place safety surfacing system should be required to comply with the following:

- A. The manufacturer must be experienced in the manufacturing of a poured-in-place safety surfacing system and provide references for five (5) specific installations in the last three (3) years.
- B. The installer must provide competent workmen skilled in this specific type of poured in place safety surfacing system installation. The designated supervisory personnel on the project must be competent in the installation of this material, including mixing of the materials, and spreading and compacting the materials correctly.
- C. Installation should be in accordance with ASTM F1292 for Impact Attenuation of surface system under and around playground equipment. The poured in place system to be installed in compliance with the Critical Fall Height as determined by the Playground Equipment.
- D. IPEMA Certification specific to poured in place safety surfacing.
- E. IPEMA certification specific to ½” layer of 1-3mm EPDM over cushion layer. .5mm TPV or EPDM IPEMA certification is not

- acceptable.
- F. Manufacturer should provide written instructions for recommended maintenance practices.
 - G. Manufacturer should submit color samples for customer verification. Color samples shall be 6" x 6" of ½" top wear course layer with aromatic or aliphatic binder – per client selection or specification.

1.03 Definitions

- A. EPDM granules: EPDM rubber (ethylene propylene diene monomer(M-class) rubber), a type of synthetic rubber, is an elastomer characterized by a wide range of applications. The M refers to its classification in ASTM standard D-1418; the M class includes rubbers having a saturated chain of the polymethylene type.
- B. Critical Fall Height: A critical fall height (CFH) is the maximum height of fall from play equipment to the ground. It is important to note that safety surfaces do not prevent injury but aim to lessen the severity of any injury that may occur on falls from height.
- C. Fall Height: Fall height is a measurement defined as the “vertical distance between a designated play surface and the protective surfacing beneath it.
- D. SBR: Styrene-butadiene or styrene-butadiene rubber (SBR) describe families of synthetic rubbers derived from styrene and butadiene

1.04 ASTM Testing Standards – FlexGround by Fibar Standard meets or exceeds all required ASTM standards below.

- A. ASTM D624 Standard Test Method for Tear Strength of Conventional Vulcanized Rubber and Thermoplastic Elastomers.
- B. ASTM D2859 Standard Test Method for Flammability of Finished Textile Floor Covering Materials
- C. ASTM E303 Standard Test Method for Measuring Surface Frictional Properties Using the British Pendulum Tester
- D. ASTM F1292 Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment
- E. ASTM F1951 Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment
- F. ASTM C1028 Standard Test Method for Determining the Static Coefficient of Friction of Ceramic Tile and Other Like Surfaces by the Horizontal Dynamometer Pull Meter Method – This standard replaces ASTM D2047
- G. ASTM D412 Standard Test Methods for Vulcanized Rubber and Thermoplastic Rubbers and Thermoplastic Elastomers- Tension

1.05 WARRANTY AND MAINTENANCE

The bidder and/or poured in place safety surfacing manufacturer must provide the following:

- A. The poured in place safety surfacing manufacturer should provide a warranty to the owner that covers defects in materials and workmanship from the date of Substantial Completion – upon customer request.
- B. The manufacturer's warranty should include general wear and tear. The warranty should specifically exclude vandalism, high heel punctures, acts of war or acts of nature beyond the control of the owner or the manufacturer.
- C. All poured-in-place warranties should be limited to repair or replacement of the affected areas and should include all necessary materials, labor, transportation costs, etc. to complete said repairs.
- D. The manufacturer should instruct the owner's personnel on proper maintenance and repair of the FLEXGROUND BY FIBAR STANDARD safety surface.
- E. All warranties, expressed or implied, are contingent upon the following:
 - 1. Installation being performed by FLEXGROUND BY FIBAR,
 - 2. Full payment by the owner of all pertinent invoices and adherence to any required maintenance procedures.

Part 2 – FLEXGROUND BY FIBAR STANDARD MATERIAL

The FLEXGROUND BY FIBAR STANDARD poured in place safety surfacing system should be in accordance with the following:

- A. A dual durometer poured in place system with a wearing layer upper membrane and an underlying impact attenuation cushion layer. The finished surface should be porous and capable of being installed at varying thickness to comply with the Critical Fall Height requirements of the playground equipment.
- B. FLEXGROUND BY FIBAR primer is a 100% solids urethane primer/sealer. It is designed with low viscosity and penetrating abilities making this an ideal priming urethane.
- C. The cushion layer should be a mixture of black recycled rubber mixed with a 100% solids moisture cured aromatic Polyurethane binder (100 pounds of rubberized cushion layer to 12 pounds of binder) installed at the appropriate thickness. The cushion layer should be porous.
- D. The FLEXGROUND BY FIBAR STANDARD wearing surface should be manufactured from 1-3mm EPDM virgin colored rubber granules bonded by FLEXGROUND BY FIBAR binder, 100% solids moisture cured Aliphatic or Aromatic Polyurethane binder (110 pounds of EPDM to 22 pounds of binder), and applied to a minimum thickness of ½" (12.7 mm) over the cushion layer.

- E. The system color should be selected from the Manufacturer's Color Chart by the owner prior to bid.

PART 3 – SITE PREPARATION AND BASE

The FLEXGROUND BY FIBAR site preparation and base should be in accordance with the following:

- A. The sub-base will have a slope of 2%.
- B. The base aggregate should consist of a minimum of four inches (4") of ¾" Class 2 aggregate compacted to 95%. Finish slope of porous aggregate should be 2% from the centerline of the area to the perimeter, and the grade should not vary more than a quarter inch (¼") in ten feet (10').
- C. The subbase should be installed in two-inch (2") lifts to appropriate thickness.
- D. The sub-base should be compacted using vibrating tamper, to approximately 95% Proctor density.
- E. The sub-grade should no longer have any vegetation.
- F. Sublevel grade is to be compacted prior to the ABC aggregate installation. Particular attention should be paid to areas of the disturbed earth such as where footers for playground equipment enter the ground. Concrete used to fill said areas/footers should be poured to the top of sublevel surface.
- G. The sub-base installer and architect will accept the aggregate base in writing prior to the installation of the poured in place system.
- H. Any alterations must be agreed between all parties.
- I. Hard Base Construction: For concrete surfaces, shot blast, acid etch or power scarify as required to obtain optimal bond of the Cushion Layer to the concrete. Remove sufficient material to provide a sound surface, free of glaze, efflorescence, or form release agents. Remove grease, oil, and other penetrating contaminants.

PART 4 - EXECUTION AND INSTALLATION

The poured in place safety surfacing installer should strictly adhere to the installation procedures outlined under these sections. Any variance from these requirements should be accepted in writing by the manufacturer's onsite representative and submitted to the architect/owner, verifying that the changes do not in any way affect the warranty.

4.01 Primer

- A. A urethane primer should be applied to concrete, asphalt or wood surfaces at a rate of 200-250 square feet per gallon. The entire area does not need to be primed at once, instead, prime about 700 square feet at a time in immediate advance of rubber installation. This procedure should be continued until all areas are complete.

- B. The urethane primer should be applied to any playground equipment that will be surrounded by the poured in place safety surfacing system.

4.02 Cushion Layer

- A. The components of the poured in place safety surfacing should be mixed on site in a mixer to ensure a comprehensive mix according to the manufacturer's instructions.
- B. The cushion layer comprised of SBR buffing shall be mixed with the aromatic moisture cure polyurethane binder at a rate of 12% of the total weight of the material thoroughly so that the binder is evenly dispersed into the rubber base.
- C. The cushion layer mix should then be spread and troweled to the desired depth and allow to cure for 24 hours.

4.03 Wear Course Layer

- A. The wear course layer should be mixed with 1-3mm EPDM granules and Aliphatic or Aromatic urethane binder at a rate of 20% of the total weight of the materials so the granules are covered thoroughly and evenly.
- B. The wear course layer mix should be spread and troweled to a depth of a half inch ($\frac{1}{2}$ ").
- C. The finished texture shall be slip resistant, smooth and even.
- D. The poured in place surface should be allowed to cure for 24-72 hours or until dry to

PART 5- SITE (GENERAL)

- A. Trailer/Large truck access will be necessary for the installation. In the event access for a trailer/truck is not available the owner or general contractor will be responsible for transporting material to the job site.
- B. Crew is responsible for protecting the surface only while present on site. The general contractor or owner shall be responsible for the security of the surfacing overnight during installation, as well as during the product's cure period after completion of the installation.
- C. Crew will leave the site clean and shall remove all trash and debris.
- D. Owner/general contractor shall provide a dumpster for all waste and trash.

A. Pre-Installation, Installation and Post Installation:

PRE-INSTALLATION

1. Site Visit

- a. Installer meets with project owners, construction managers and/or general contractors
 - Obtain project contact names and phone numbers
 - Identify area for project equipment to be stored
 - Identify area for bulk materials and surfacing materials - Area should ideally have pavement and will last for the entire project
 - Secure field access point from staging area
 - Identify any potential logistic issues
 - Parking
 - Sensitive areas
 - Lighting
 - Special working hours
 - Identify locations for dumpsters
 - Identify locations for lodging, materials as needed, hospital, food etc.
 - Set tentative time for Certificate of Completion, “COC”, to be signed once field is complete
- b. Create First Installation Schedule
- c. Confirm base completion date
- d. Schedule material delivery dates for carpet and Flexground

2. Crew Arrival

- a. All crew members should be easily identifiable or in safety vests
- b. Lead Installer to provide crew with directions to site
- c. Installer and CM review job specifics
- d. The installer will hold a crew meeting prior to work commencement
- e. Requirements:
 - A valid driver’s license is required for anyone driving a vehicle on site
 - PPE is required
 - Dust masks suggested
 - Certification on all rental equipment
 - First Aid/Safety certification required

3. Material Review

- a. Check Materials Sent vs. Received
 - Check Flexground sent vs. received amount
 - Check turf sent vs. received amount
 - Check the square footage of turf ordered

- Documents to be provided with all close-out job packages
- b. Review special field markings from work order
- c. Review any special instructions concerning seaming of turf
- d. Note any special delivery/work hours -
Any special delivery routes through neighboring towns paying particular attention to weight restrictions. Note any special working hours or days of the week. The location of installation is located in a moderately thickly settled residential area.

INSTALLATION

4. Arrival of Materials

Turf and other materials required will arrive approximately a week before installation is set to begin. There are steps to ensure proper receipt of materials. First, ensure that the product and quantity are the same as in the mandate. Then make sure the product and quantity received matches the bill of lading (compare to invoice to ensure it is correct).

a. Arrival of turf:

- The installer will have scheduled the timing of the delivery
- of the turf immediately after it comes off the truck and measure the pile height and compare it to the mandated product pile height. If there is a discrepancy, contact the Project Administrator.
- Match the bill of lading to the turf ordered. There are a series of numbers that will match the bill of lading to the numbers on a label attached to the turf. As each roll comes off the trailer, put a checkmark next to the corresponding roll on the bill of lading. Number each roll with spray paint - ensure that this number corresponds to the roll layout. If available, unload the turf next to the field.
- Make note of any discrepancy on the bill of lading, have the trucker initial the change on the bill of lading, and call the Project Administrator immediately.
Discrepancies may include:
 - A turf tag indicating an incorrect project location
 - Any item (turf rolls, backing, glue, etc.) listed on bill of lading and not delivered or any quantity delivered other than specified on bill of lading
 Obvious damage to any item.

b. Arrival of Flexground

- Installers are responsible for material quality control prior to installation.
- The location of the materials is crucial. Ideally, the materials should be stored in the staging area and not moved a second time.

- c. **Arrival of Sand**
 - Installers are responsible for material quality control prior to installation.
 - Match the bill of lading to the turf ordered.
 - Make note of any discrepancy on the bill of lading, have the trucker initial the change on the bill of lading, and call the Director of Operations, immediately.

CLOSING OUT

5. Site Clean Up

- a. **Excess Carpet:** Turf that is not more than 15'x15' is tossed in the garbage. Any turf that is kept is to be neatly rolled, taped or tied and labeled accordingly unless the Director of Operations specifies quantity amounts.
- b. **Cleaning Surrounding Fields:** Every precaution is to be taken falling not to damage the existing grounds and to prevent infills from into surrounding areas drains. Drains need to be taped off or filled using 5/8" Backer Rod. Use an air compressor or something like remove the excess sand and rubber without causing damage to the track or drains.
- c. **Cleaning Grass or Dirt Surrounding Fields:** Use an air compressor or something like remove excess sand and rubber, being careful not damaging the existing grass.
- d. **Pallets:** Pallets can be crushed in the dumpster provided by the installer.
- e. **Turf cores, scrap, & plastic wrapping: turf cores and plastic wrapping** can be discarded in the dumpster provided.

6. Quality Control (QC) Walkthrough

A walkthrough of the completed field and fill out the required field evaluation/quality control paperwork.

7. Maintenance Demo

Prior to leaving the site, a demo of all maintenance equipment must be done.

B. Management and Control of Work:

- a. Any questions on the part of the bidder regarding the specifications contained herein must be resolved prior to the submission of the bid.
- b. The contractor shall perform the work described in the contract documents in a good and workmanlike manner consistent with sound business and trade practices. The parties agree that what is intended, whether specifically stated and where such interpretation is not unreasonable, taking into consideration the contract, is that

the scope of work shall provide BRCPS with a replacement of the turf field at BRCPS as described herein.

c. The contractor agrees to cooperate with BRCPS and any third-party contractors, including, without limitations, public works, school, police department personnel, to facilitate the coordination of the work under this contract.

d. The contract for replacement of the turf field at BRCPS will be awarded only to a contractor who is presently and primarily engaged in the business of performing turf installation.

e. By submitting a bid, the contractor has agreed that they will provide all services, labor, equipment, and materials required to complete the turf installation in a manner consistent with these specifications.

f. The selected contractor will have to meet all the minimum requirements of this specification. The undersigned hereby agrees that following the signing of the contract, work shall commence within five (5) days and shall continue in a professional and business-like manor until completed. All work must be completed as specified in the Scope of Services, unless written authorization is received from the Director of Operations or his designee. The undersigned further agrees to pay the BRPCS, in addition to any other penalties stated herein, as liquidated damages, One Thousand Dollars (\$1,000.00) per calendar day that the contractor fails to commence and/or diligently prosecute the work in accordance with the contract documents and/or is in violation of the terms of the contract.

g. Before bidding on this contract, every prospective contractor shall visit the site, examine the areas, and become thoroughly familiar with the conditions and contract documents, as they exist. Failure to visit the site and familiarize oneself with the bid specifications and conditions shall in no way relieve the contractor from these obligations with respect to a bid.

h. The work hours shall be approved by the Director of Operations or his designee. All adjustments to regularly scheduled work must be approved in advance in writing and signed by the Director of Operation or his designee. The contractor shall provide a contact phone number.

i. There will be no additional payment considered for any activity associated with the completion of uncompleted work or for the correction of work performed not in conformance with these specifications.

j. The contractor shall designate a foreman or working foreman who must be capable of communicating verbally and in writing with the Director of Operations or his designee. The foreman must be available on site or on call during the entire shift to insure the scheduled turf installation including attendance, work assignments, work logs, supplies distribution, security, and notification of irregularities.

- k. No smoking is allowed except in designated smoking areas. Listening devices are not permitted.
- l. Contractor employees shall not disturb or tamper with personal or public property.
- m. The contractor's equipment shall be properly inscribed with the contractor's name and telephone number. Equipment must meet the approval of the Director of Operations or his designee.
- n. Machines must be properly registered and insured in accordance with Motor Vehicle Laws of the Commonwealth of Massachusetts and USDOT regulations.
- o. In the case of failure by the Contractor to meet the requirements specified in these specifications, BRCPS shall have the right to declare the contract terminated and to pursue any remedies provided by the contract or at law or in equity.

D. Measurement and Payment:

- 1. Price furnished shall be for all materials, labor and equipment to provide services as provided in these specifications.
- 2. Price furnished must be an all-inclusive bid.
- 3. The Boston Renaissance Charter Public School will pay the contractor, once invoiced, upon satisfactory completion of work.
- 4. Invoices must be sent to Alexandra Emery, Chief Financial Officer, Boston Renaissance Charter Public School, 1415 Hyde Park Avenue, Hyde Park, MA 02136

E. Minimum Requirements:

- 1. The bidder shall be a company that is a Certified Field Turf Installer. Bidder shall supply with their bid, proof of their Field Turf Installer Certification.
- 2. The bidder is or employes an ASBA Certified Track Builder.
- 3. REFERENCES: The bidder must submit with their bid a minimum of three references.
- 4. FINANCIAL STABILITY: Contractor's financial capability shall be substantiated.
- 4. The bidder must be able to comply with all requirements of this specification.

3. Preparation of Bid

Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, using ink or typewritten via a computer, in both words and figures.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his address, and endorsed with the name of the project as specified in Receipt and Opening of Bids, above. If forwarded

by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in Receipt and Opening of Bids, above.

4. Bid Opening Procedure

The following list of requirements shall apply to each filed bid. Bids not meeting all the requirements for timeliness and security will be rejected; bids not meeting signature and addenda requirements will be rejected prior to checking of bid amounts.

Bids shall be filed at the place and before the time specified in Receipt and Opening of Bids, above.

Properly executed bid security shall be placed in a sealed envelope and shall be attached to the outside of the envelope containing the bid.

Bid signatures will be checked.

All addenda will be sent certified mail, with return receipt requested, and/or facsimile or e-mail to all prospective bidders. All bidders shall include with their bids the written acknowledgment form provided in Section 00300, FORM OF GENERAL BID.

The total dollar amount of each bid will be read, and the three apparent lowest bids will be selected for further consideration. These three apparent low bids will be read aloud for the benefit of the other bidders and the bid opening procedure will be closed. All those present at the bid opening may examine all bids after the bid opening and after the reading of the three apparent low bids.

5. Modification – Start Here

Any bidder may modify his bid by written communication at any time prior to the scheduled closing time for receipt of bids. Any telegraphic communication must be received by the Owner prior to the closing time, and provided further, the Owner must be satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. If written confirmation is not received within two days from the closing time, no consideration will be given to telegraphic communication.

The communication shall not reveal the bid price but shall provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened.

6. Ability and Experience of Bidder

No award will be given to any bidder who cannot satisfy the Owner that he has sufficient ability and experience in this class of work and sufficient capital and plant to enable him to prosecute and complete the work successfully within the time named. The Owner's decision or judgment on these matters will be final, conclusive, and binding.

The Owner may make such investigations as it deems necessary, and the bidder shall furnish to the Owner, under oath if so required, all such information and data for this purpose as the Owner may request.

7. Conditions of Work

Each bidder must familiarize himself fully with the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor.

8. Addenda and Interpretations

No interpretation of the meaning of the plans, specifications or other Prebid documents will be made to any bidder orally. All information given to bidders other than by means of the plans, specifications, or by addenda, as described below, is given informally and shall not be used as the basis of a claim against the Owner.

Questions concerning this IFB must **ONLY** be submitted in writing via email to purchasing@brcps.school. **All questions will be answered in a formal addendum before 12:00 PM Thursday, June 5, 2025.** You will receive written responses emailed to all bidders on record.

The Boston Renaissance Charter Public School has identified a sole point of contact with bidders for the purpose of this IFB. Any attempt to contact any other Boston Renaissance Charter Public School employee or to circumvent these procedures in any manner may be grounds for disqualification of the bidder from the procurement process.

Bidders shall promptly raise the issue of any ambiguity, inconsistency, or error, which they may discover upon examination of the bid documents, the work site or any other conditions which apply to the work. Inquiries concerning any part of this Bid shall be directed to the individual listed under the **Procurement Overview**. Bidders should note that **oral communications are not binding on the BRCPS and only written**

responses by the school will be considered. All requests/questions must be submitted in writing. Questions are to be submitted via email as referenced under the **Procurement Overview** by the deadline. Questions that may be asked during any Prebid conference should also be sent in writing to receive an official response. Requests properly presented in the opinion of the school require interpretation, correction, or change in the Bid Documents will result in an issuance of an Addendum to the Bid Documents. Such an Addendum shall subsequently become part of the contract. The school will forward responses to all companies who are on record as receiving the bid package. Questions received after the due date will not be responded to unless the school determines it is necessary. Bidders, please allow enough time for hand delivery or facsimile transmissions.

All addenda so issued shall become part of the contract documents.

9. Security for Faithful Performance

Simultaneously, with his delivery of the executed contract, the contractor shall furnish a surety bond or bonds as security for the faithful performance of this contract and for the payment of all persons performing labor and materials under this contract. The surety on such bond or bonds shall be a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the Owner. The bonds shall remain in force for one year after final acceptance of the work by the Owner, unless the Owner, in writing, releases the contractor from the obligation sooner.

10. Power of Attorney

Attorneys-in-fact who sign contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

11. Laws and Regulations

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances or bylaws, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though written out in full.

12. Liquidated Damages for Failure to Enter into Contract

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after presentation thereof by the Owner, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his/her bid, but the amount forfeited shall not exceed the difference between his/her bid price and the bid price of the next lowest responsible and eligible bidder. In case of

death, disability, bona fide clerical or mechanical error of a substantial nature, or other similar unforeseen circumstances affecting the bidder, his/her bid deposit will be returned.

13. Obligation of Bidder

At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect of his bid.

14. Information Not Guaranteed

All information given in the contract documents relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the Owner. All such information is furnished only for the information and convenience of bidders and is not guaranteed.

It is agreed and understood that the Owner does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures encountered during construction will be the same as those indicated in the contract documents. It is further agreed and understood that no bidder or contractor shall use or be entitled to use any of the information made available to him/her or obtained in any examination made by him/her in any manner as a basis of or ground for any claim or demand against the Owner, arising from or by reason of any variance which may exist between the information made available and the actual subsurface or other structures actually encountered during the construction work, except as may otherwise be expressly provided for in the contract documents.

15. Bid Security

Each bid and sub-bid must be accompanied by bid security in the form of a certified check, a bid bond, cash, or a treasurer's or cashier's check, payable to the Owner, in the amount of five (5) percent of the value of the bid. Such security of general bidders will be returned to all except the three lowest responsible and eligible bidders within five days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids, and the remaining securities will be returned promptly after the Owner and the accepted bidder have executed the contract, or if no notice of intent to award has been presented to the selected contractor within 30 days, Saturdays, Sundays and holidays excluded, after the date of the opening of bids, upon demand of the bidder at any time thereafter.

16. Right to Reject Bid

The Owner reserves the right to waive any informalities in bids and to reject any and all bids, should the Owner deem it to be in the public interest to do so.

The Owner may also reject bids which in its sole judgment are either incomplete, conditional, obscure or not responsive or which contain additions not called for, erasures not properly initialed, alterations, or similar irregularities.

17. Time for Completion

The successful general bidder must agree to commence work within ten (10) days of the date of the Notice to Proceed and to fully complete the project within the time limit stated in Section 00300, FORM OF GENERAL BID.

18. Comparison of Bids

Bids will be compared based on prices set forth in the bid forms. In the event that there is a discrepancy between the lump sum or unit prices written in words and figures, the prices written in words will govern.

19. Award of Contract

The contract will be awarded to "the lowest responsible and eligible bidder" pursuant to General Laws Chapter 30, Section 39M, as amended. Such a bidder shall possess the skill, ability and integrity necessary for the faithful performance of the work, shall be able to furnish labor that can work in harmony with all other elements of labor employed, or to be employed, in the work, and shall otherwise comply with all applicable provisions of law. The contract award shall be subject to availability of an appropriation for funding.

20. Statutes Regulating Competitive Bidding

Any bid which does not comply with the provisions of Massachusetts General Laws Chapter 30, Section 39M, as amended, need not be accepted and the Owner may reject every such bid.

21. Wage Rates

Prevailing Wage Rates as determined by the Commissioner of Department of Labor and Workforce Development under the provision of the Massachusetts General Laws, Chapter 149, Section 26 to 27G, as

amended, apply to this project. It is the responsibility of the bidder, before bid opening, to request any additional information on Prevailing Wage Rates for those tradespeople who may be employed for the proposed work under this contract.

22. Contractor Records

The contractor shall comply with the provisions of Massachusetts General Laws, Chapter 30, Section 39R concerning Contractor records.

23. Insurance

The contractor shall carry and continuously maintain until completion of the contract, insurance as specified in Agreement and in such form as shall protect him performing work covered by this Contract, and Boston Renaissance Charter Public School and its employees, agents and officials, from all claims an liability for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract. The school shall be named as an additional insured. The contractor covenants and agrees to hold the school and its employees, agents and officials harmless from loss or damage due to claims for bodily injury or death and/or property damage arising from, or in connection with, operations under this contract.

25. Minimum Qualifications:

- The bidder shall be a company that is a Certified Field Turf Installer. Bidder shall supply with their bid, proof of their Field Turf Installer Certification.
- REFERENCES: The bidder must submit with their bid a minimum of five references.
- FINANCIAL STABILITY: Contractor's financial capability shall be substantiated.

SECTION 00300

FORM OF GENERAL BID

Bid of _____(hereinafter called "Bidder")*

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

() a partnership

() a joint venture

() an individual
doing business as _____

To the City/Town of _____, Massachusetts (hereinafter called "Owner"). Gentlemen:

A) The undersigned Bidder, in compliance with your invitation for bids for the project known as Installation of the Turf Field at Boston Renaissance Charter Public School having examined the plans and specifications and related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents and the plans and specifications within the time set forth below, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this bid is a part.

The Bidder hereby agrees to commence work on or before the date to be specified in written "Notice to Proceed" of the Owner, and to fully complete the project within 120 consecutive calendar days thereafter. The Bidder further agrees to pay liquidated damages the sum of One Thousand (\$1,000) Dollars for each consecutive calendar day thereafter that the work is not complete as provided in the contract.

*Specify corporation, partnership or individual as applicable

B) Bidder acknowledges receipt of and this bid includes the following addenda:

No. _____ Dated: _____

No. _____ Dated: _____

No. _____ Dated: _____

No. _____ Dated: _____

C) The bidder agrees to perform the bid work described in the specifications shown on the plans for the following contract price: \$_____

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

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

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

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

Within 10 days of receipt of the written notice of acceptance of this bid, the bidder will execute the Contract.

Bid security is attached in the sum of five percent (5%) of the total bid in accordance with the conditions of Section 00100 INSTRUCTIONS TO BIDDERS. The bid security may become the property of the Owner in the event the contract and bond are not executed within the time set forth above.

The selected contractor shall furnish a performance bond and a payment bond in an amount at least equal to one hundred percent (100%) of the contract price in accordance with Section 00610 PERFORMANCE BOND, Section 00620 PAYMENT BOND, and as stipulated in the contract.

The undersigned offers the following information as evidence of his qualifications to perform the work as bid upon according to all the requirements of the plans and specifications.

1. Have been in business under present name for ____years.

2. The names and addresses of all persons interested in the bid (if made by a partnership or corporation) as principals, are as follows:

(attach supplementary list if necessary)

The bidder is requested to state below what work of a similar character to that included in the proposed contract he/she has done and give references that will enable the Owner to judge his/her experience, skill and business standing (add supplementary page if necessary).

<u>Completion Date</u>	<u>Project Name</u>	<u>Contract Amount</u>	<u>Design Engineer</u>	<u>Reference Name</u>	<u>Telephone No.</u>
----------------------------	-------------------------	----------------------------	----------------------------	---------------------------	--------------------------

a. _____

b. _____

c. _____

d. _____

e. _____

f. _____

Bank reference _____
(Name)

(Bank)

(Address)

(Telephone No.)

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

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

The undersigned certifies under 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 paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

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

Respectfully submitted:

Date: _____

By: _____
(Signature)

(Type Name of Bidder)

(Title)

(Business Address)

(City and State)

(Telephone Number)r

SECTION 00500

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2025, by and between the party of the first part, the Boston Renaissance Charter Public School, hereinafter called "OWNER," acting herein through its _____, and the party of the second part, _____ doing business as *(an individual) (a partnership) (a joint venture) (a corporation) located in the *(City) (Town) of _____, County of _____, and State of _____, hereinafter called "CONTRACTOR."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the project described as follows: hereinafter called the project, for the sum of _____ Dollars (\$ _____) and all extra work in connection therewith, under the terms as stated in the contract documents; and at his/her (its or their) own proper cost and expense to furnish all the materials, supplies, machinery equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in Section 00300 FORM OF GENERAL BID and Section 00800 SUPPLEMENTAL GENERAL CONDITIONS, the plans, which include all maps, plates, blue prints, and the specifications and contract documents as prepared by the Owner.

*Strike out inapplicable terms.

The CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the OWNER.

The CONTRACTOR further agrees to fully complete the project within ____ consecutive calendar days of the date of the notice to proceed.

The CONTRACTOR further agrees to pay liquidated damages in the sum of \$____ each consecutive calendar day thereafter.

The CONTRACTOR agrees not to discriminate against or exclude any person from participation herein on grounds of race, religion, color, sex, age or national origin; and that it shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, religion, color, sex, age, handicapped status, or national origin.

The CONTRACTOR agrees not to participate in or cooperate with an international boycott, as defined in Section 999 (b)(3) and (4) of the Internal Revenue Code of 1954, as amended, or engage in conduct declared to be unlawful by Section 2 of Chapter 151E of the Massachusetts General Laws.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions.

IN WITNESS WHEREOF, the parties to these presents have executed the contract in counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

AGREED:

Boston Renaissance Charter Public School, Hyde Park, Massachusetts
(Owner)

By _____

(Name)

(Title)

(Contractor)

By _____

(Name)

(Title)

(Address)

(City and State)

Approved as to Form:

By _____
(Owner's Counsel)

(Name)

In accordance with M.G.L. C.44, Section 31C, this is to certify that an appropriation in the amount of this contract is available therefore and that the _____ has been authorized to execute the contract and approve all requisitions and change orders.

By _____
(Owner's Accountant)

(Name)

CERTIFICATE OF VOTE
(to be filed if Contractor is a Corporation)

I, _____, hereby certify that I am the duly qualified
(Secretary of the Corporation)

and acting Secretary of _____ and I further certify that a meeting of the

(Name of Corporation)

Directors of said Company, duly called and held on _____, at which
(Date of Meeting)

all Directors were present and voting, the following vote was unanimously passed:

VOTED: To authorize and empower

Anyone acting singly, to execute Forms of General Bid, Contracts or Bonds on behalf of the Corporation.

I further certify that the above vote is still in effect and has not been changed or modified in any respect.

By: _____
(Secretary of Corporation)

A True Copy:

Attest: _____
(Notary Public)

My Commission Expires: _____
(Date)

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

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

TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, the undersigned, authorized signatory for the below named contractor, do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

NON-COLLUSION

The undersigned certifies under the penalties of perjury that this 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.

PUBLIC CONTRACTOR DEBARMENT

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

OSHA TRAINING

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

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

COMPLETE AND SIGN BELOW:

Authorized Person's Signature

Date

Print Name & Title of Signatory

Name of Contractor

SECTION 00610

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____
(Name of Contractor)

a _____ hereinafter called "Principal" and
(Corporation, Partnership, Joint Venture or Individual)

_____ of _____, State of _____
(Surety) (City & State)

_____ hereinafter called the "Surety" and licensed by the State
Division of Insurance to do business under the laws of the Commonwealth of Massachusetts, are
held and firmly bound to the City/Town of _____, Massachusetts, hereinafter called
"Owner", in the penal sum of

_____ Dollars
(\$ _____) 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 and
successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered
into a certain contract with the Owner, dated the _____ day of _____,
20____(the "Construction Contract"), for the construction described as follows: _____
_____.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties,
all the undertakings, covenants, terms, conditions, and agreements of the Construction Contract
during the original term thereof, and any extensions thereof which may be granted by the Owner,
with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under
the Construction Contract, and shall fully indemnify and save harmless the Owner from all costs
and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the
Owner all outlay and expense which the Owner may incur in making good any default, then this
obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the Surety's obligation under this Bond shall arise after (1)
the Owner has declared the Principal in default of the Construction Contract or any provision
thereof or (2) has declared that the Principal has failed, or is otherwise unable or unwilling, to
execute the work consistent with, and in conformance to, the Construction Contract (collectively
referred to as a "Contractor Default"). The determination of a Contractor Default shall be made
solely by the Owner. The Owner need not terminate the Construction Contract to declare a
Contractor Default or to invoke its rights under this Bond.

When the Surety's obligation under this Bond arises, the Surety, at its sole expense and at the consent and election of the Owner, shall promptly take one of the following steps: (1) arrange for the Principal to perform and complete the work of the Construction Contract; (2) arrange for a contractor other than the Principal to perform and complete the work of the Construction Contract; (3) reimburse the Owner, in a manner and at such time as the Owner shall decide, for all costs and expenses incurred by the Owner in performing and completing the work of the Construction Contract. Surety will keep Owner reasonably informed of the progress, status and results of any investigation of any claim of the Owner.

If the Surety does not proceed as provided in this Bond with due diligence and all deliberate speed, the Surety shall be deemed to be in default of this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner.

After the Surety's obligation under this Bond arises, the Surety is obligated, to the limit of the amounts of this Bond, for (1) the correction of defective work and completion of the Construction Contract; (2) additional design, professional services, and legal costs, including attorneys' fees, resulting from the Contractor Default or from the default of the Surety under this Bond; (3) any additional work beyond the Construction Contract made necessary by the Contractor Default or default of the Surety under this Bond; (4) indemnification obligation of the Principal, if any, as provided in the Construction Contract; and (5) liquidated damages as provided in the Construction Contract, or if none are so specified, actual and foreseeable consequential damages resulting from the Contractor Default or default of the Surety under this Bond.

Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction in the Commonwealth of Massachusetts.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Construction Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Construction Contract or to the work or to the specifications.

SECTION 00620

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____

_____ a _____
(Name of Contractor) (Corporation, Partnership, Joint Venture or Individual)

hereinafter called "Principal" and _____ of _____,
(Surety)

State of _____ hereinafter called the "Surety" and licensed by the State
(City and State)

The Division of Insurance to do business under the laws of the Commonwealth of Massachusetts, are held and firmly bound to the Boston Renaissance Charter Public School, Hyde Park, Massachusetts, hereinafter called "Owner", in the penal sum of _____ Dollars

(\$ _____) 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 and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 2025, for the construction described as follows:

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in ____ () counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2025.

ATTEST:

_____		_____
		Surety
_____	By	_____
		(Attorney-in-Fact)

		(Address-Zip Code)
_____ (SEAL)		
Witness as to Surety		

(Address-Zip Code)		

NOTE: Date of Bond must not be prior to date of contract. If Contractor is a Partnership, all partners should execute Bond.

SECTION 00800

SUPPLEMENTAL CONDITIONS

§ SC 1.1 INTRODUCTION

The following provisions modify, change, delete from or add to Section 00500 Agreement. Where any Subsection of the Agreement is modified or any Article Paragraph, Subparagraph or Clause thereof is modified or deleted by these Supplemental Conditions, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect.

§ SC 2.1 PREVAILING WAGE

In accordance with General Laws Chapter 149, Section 26 through 27D, the Contractor is obligated to comply with the prevailing wage rates established by the Commissioner of the Department of Labor and Workforce Development for mechanics, apprentices, chauffeurs, teamsters and laborers employed on the Project. The schedule of applicable prevailing wage rates for the Project, together with a Certificate of Compliance therewith, are set forth in Attachment A herein.

§ SC 3.1 CONTRACTOR'S LIABILITY INSURANCE

In no case shall the limits of liability be less than the following:

1. Contractor's Liability Insurance
 - a. Workers' Compensation:
 1. State: Statutory
 2. Employer Liability:
 - \$_____ Bodily Injury by Accident
 - \$_____ Bodily Injury by Disease - policy limit
 3. \$_____ Bodily Injury by Disease - each
 - \$_____ Umbrella Liability - all limits
 - b. Comprehensive General Liability (including Premises-Operations; Independent Contractor's Protective; Products and Completed Operations; Broad Form Property Damage):
 1. Bodily Injury:
 - \$_____ Each Occurrence
 - \$_____ Aggregate
 2. Products and Completed Operations
 - \$_____ Each Occurrence (bodily injury and property damage)

- \$_____ Aggregate Products and Completed
\$_____ Operations
3. Property Damage Liability (including coverage for XCU hazards).
\$_____ Each Occurrence
\$_____ Aggregate
4. Products and Completed Operations insurance shall be maintained for a minimum period of 2 years after final payment and the contractor shall continue to provide evidence of such coverage to the owner on an annual basis during the forementioned.
5. Contractual Liability (Hold Harmless Coverage):
\$_____ Bodily Injury Each Occurrence
\$_____ Property Damage Each Occurrence
\$_____ Property Damage Aggregate
6. Personal Injury, with Employment Exclusion deleted:
\$_____ All Limits
- c. Comprehensive Automobile Liability (owned, non-owned, hired):
1. Bodily Injury
\$_____ Each Person
\$_____ Each Accident
2. Property Damage
\$_____ Each Accident
- d. Property Insurance / Builders Risk: the full Contract sum
- e. Umbrella Liability Coverage
\$_____ All Limits

In no case shall the limits of liability be less than the following:

Type of Insurance	Limit Requirements & Notes
General Liability	<p>\$1,000,000 Per Occurrence \$2,000,000 General Aggregate \$2,000,000 Products/Completed Operations Aggregate</p> <p>General Liability coverage must be maintained on an Occurrence basis and must be amended to state that the Aggregate Limit applies on a Per Project basis. Explosion, collapse and underground property damage (XCU) hazards must be included. The Boston Renaissance Charter Public School shall be included as Additional Insured with respect to ongoing and completed operations via endorsements CG 2010 10/01 and CG 2037 10/01 or equivalent, and this policy shall be Primary and Non-Contributory with respect to any other insurance available to Additional Insureds. A Waiver of Subrogation shall be provided in favor of the Boston Renaissance Charter Public School.</p>
Auto Liability	<p>\$1,000,000 Combined Single Limit – Bodily Injury & Property Damage</p> <p>Auto Liability coverage shall be provided for all owned, non-owned and hired vehicles used in the performance of the work. The Boston Renaissance Charter Public School shall be included as Additional Insured, and this policy shall be Primary and Non-Contributory with respect to any other insurance available to Additional Insureds. A Waiver of Subrogation shall be provided in favor of the Boston Renaissance Charter Public School.</p>
Workers' Compensation & Employers' Liability	<p>Part I: Statutory Limits Part II: \$500,000 Each Accident \$500,000 Disease Per Employee \$500,000 Disease Policy Aggregate</p> <p>A Waiver of Subrogation shall be provided in favor of the Boston Renaissance Charter Public School.</p>
Umbrella/Excess Liability	<p>\$5,000,000 Per Occurrence \$5,000,000 Aggregate</p> <p>The Contractor shall provide Umbrella Liability coverage in a form at least as broad as primary coverages required in this Exhibit with respect to General Liability, Auto Liability and Employers' Liability. Additional Insured status shall be provided to the Boston Renaissance Charter Public School as provided by primary coverage. Waivers of Subrogation shall be provided in favor of the Boston Renaissance Charter Public as provided by primary coverages. This policy shall be primary/non-contributory with respect to any other insurance available to Additional Insured(s).</p>
Pollution/Environmental Liability	<p>\$1,000,000 Each Claim \$1,000,000 Aggregate</p> <p>Additional Insured status shall be provided to the Boston Renaissance Charter Public, and this policy shall be Primary and Non-Contributory with respect to any other insurance available to Additional Insured(s). A Waiver of Subrogation shall be provided in favor of the Boston Renaissance Charter Public.</p>
Riggers' Liability	<p>The contractor and/or its subcontractor(s) shall carry Riggers Liability Insurance with limits of no less than \$1,000,000 per occurrence if Contractor's Work involves moving, lifting, lowering, rigging or hoisting of property or equipment belonging to others. Such insurance shall ensure against physical loss or damage to the property or equipment. Owner and Contractor shall be listed as additional insured on such policies</p>
Additional Types of Insurance	<p>The Contractor shall provide such other types of insurance as may be required at the Boston Renaissance Charter Public's discretion.</p>

SECTION 00850

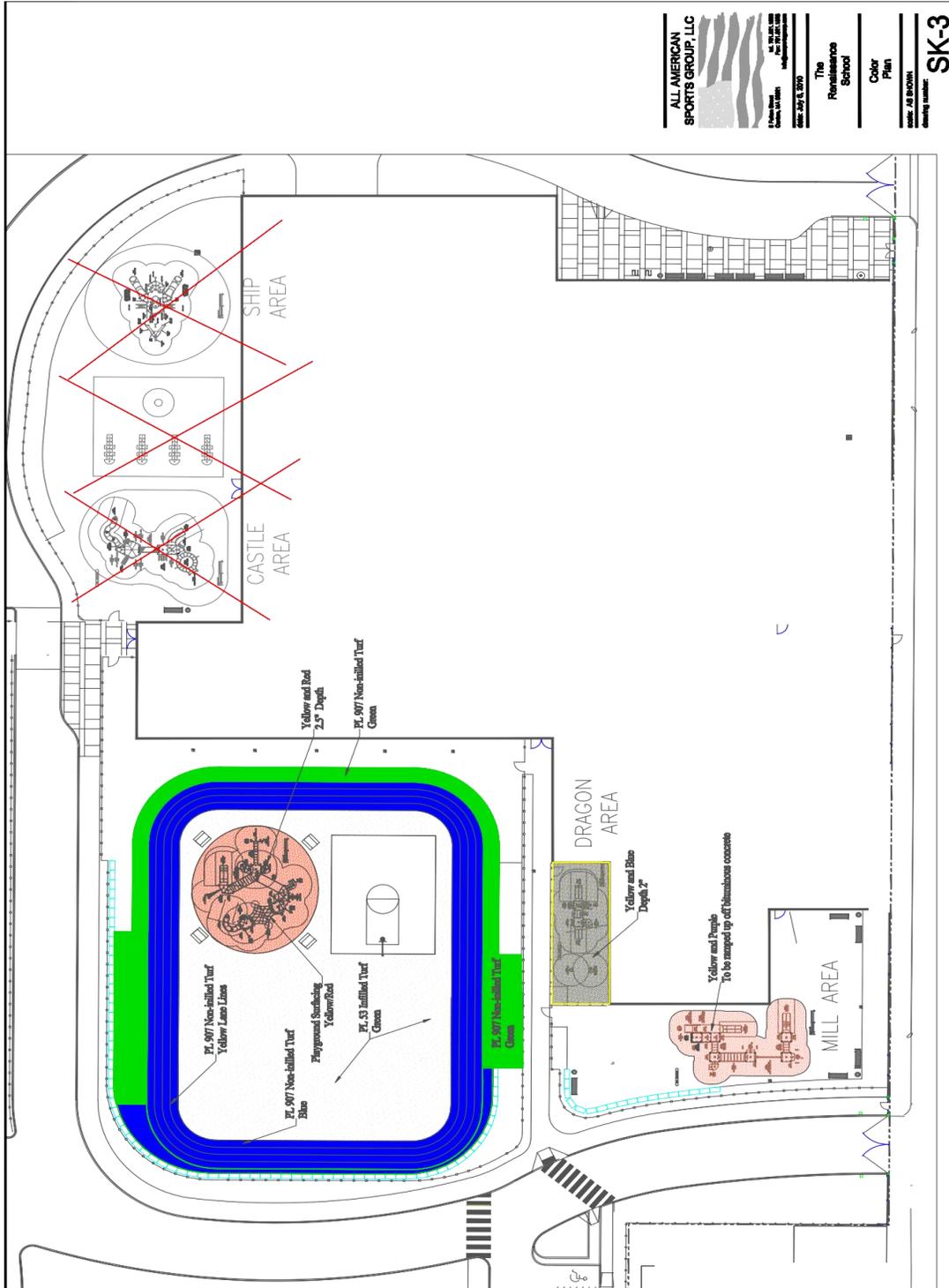
Incorporation of Applicable Provisions of the Massachusetts General Laws

Certain provisions of the Massachusetts General Laws are applicable to construction contracts including, but not limited to, those contained in Chapter 30 and Chapter 149. All applicable provisions of the Massachusetts General Laws are incorporated into the contract as if fully set forth herein, and shall prevail over any conflicting provisions of the General or Supplemental Conditions.

SECTION 00900

SPECIFICATIONS

Boston Renaissance Charter Public School
Turf Replacement



"ATTACHMENT A"

Prevailing Wages

Prevailing Wage Schedules Will Be

Provided Once Received From The Department of Labor

WEEKLY PAYROLL RECORDS REPORT & STATEMENT OF COMPLIANCE

In accordance with Massachusetts General Law c. 149, §27B, a true and accurate record must be kept of all persons employed on the public works project for which the enclosed rates have been provided. A Payroll Form is available from the Department of Labor Standards (DLS) at www.mass.gov/dols/pw and includes all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the contract.

On a weekly basis, every contractor and subcontractor is required to submit a certified copy of their weekly payroll records to the awarding authority; this includes the payroll forms and the Statement of Compliance form. The certified payroll records must be submitted either by regular mail or by e-mail to the awarding authority. Once collected, the awarding authority is required to preserve those records for three years from the date of completion of the project.

Each such contractor and subcontractor shall furnish weekly **and** within 15 days after completion of its portion of the work, to the awarding authority directly by first-class mail or e-mail, a statement, executed by the contractor, subcontractor or by any authorized officer thereof who supervised the payment of wages, this form, accompanied by their payroll:

STATEMENT OF COMPLIANCE

_____, 20_____

I, _____,
(Name of signatory party) (Title)

do hereby state:

That I pay or supervise the payment of the persons employed by

_____ on the _____
(Contractor, subcontractor or public body) (Building or project)

and that all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said project have been paid in accordance with wages determined under the provisions of sections twenty-six and twenty-seven of chapter one hundred and forty nine of the General Laws.

Signature _____

Title _____

WEEKLY CERTIFIED PAYROLL REPORT AND WORKFORCE PARTICIPATION FORM

CERTIFIED PAYROLL REPORT: Pursuant to MGL c. 149, s. 27B, every contractor and subcontractor is required to submit a true and accurate copy of their certified weekly payroll records to the awarding authority by first-class mail or e-mail. In addition, each weekly payroll must be accompanied by a statement of compliance signed by the employer. Failure to comply may result in the commencement of a criminal action or the issuance of a civil citation.

WORKFORCE PARTICIPATION GOALS: The Commonwealth of Massachusetts has set the following goals for workforce participation for minorities and women. The participation goals for this project shall be 15.3% for minorities and 6.9% for women. The Contractor shall strive to achieve on this project the labor workforce participation goals contained herein. **The Contractor shall enter the number of hours worked in each trade by each employee, identified as woman, minority, or non-minority below.**

Company Name:				Address:				Phone No.:				Payroll No.:										
Employer's Signature:				Title:				Contract No:		Tax Payer ID #:		Work Week Ending:										
Awarding Authority Name:				Public Works Project Name:				Public Works Project Location:				Min. Wage Rate Sheet Number:										
General / Prime Contractor's Name:				Subcontractor's Name:				Employer Hourly Fringe Benefit Contributions														
(B+C+D+E) (A x F)																						
Employee Name & Complete Address	Work Classification	Project Hours Non-Minority	Project Hours Minority	Project Hours Women	Employee is OSHA 10 certified (?)	Appr. Rate (%)	Hours Worked							Project Hours (A) All Other Hours	Hourly Base Wage (B)	Health & Welfare Insurance (C)	ERISA Pension Plan (D)	Supp. Unemp. (E)	Total Hourly Prev. Wage (F)	Project Gross Wages Total Gross Wages	Check No. (H)	
							Su.	Mo.	Tu.	We.	Th.	Fr.	Sa.									

APPRENTICESHIP DOCUMENTATION: Please answer the questions below.

- (1) Are any apprentice employees identified above?
- (2) If yes, are all apprentice employees identified above currently registered with the MA DLS Division of Apprentices Standards?
- (3) If yes, is a copy of the apprentice ID card issued by the MA DLS Division of Apprentices Standards included for all apprentice employees identified above?

YES <input style="width: 40px; height: 20px;" type="checkbox"/>	NO <input style="width: 40px; height: 20px;" type="checkbox"/>
YES <input style="width: 40px; height: 20px;" type="checkbox"/>	NO <input style="width: 40px; height: 20px;" type="checkbox"/>
YES <input style="width: 40px; height: 20px;" type="checkbox"/>	NO <input style="width: 40px; height: 20px;" type="checkbox"/>