



InterPark

**Interpark, LLC
111 Eastern Ave. Chelsea, MA**

CONTRACT DOCUMENTS

March 8th, 2022

**INVITATION FOR BIDS
INTERPARK, LLC
111 EASTERN AVE. CHELSEA, MA**

Title: Embankment Repairs
Location: 111 Eastern Ave. Chelsea, MA

The project generally consists of installation of the fiber point concrete liners over failed/eroded areas of the existing coastal bank. The project also included removal and replace of steel guard rail bank and restoration of paved areas along the top of the bank. The site is an existing brownfield site that includes an existing PVC liner approximately 18" below grade. Special care will be required to maintain the integrity of the PVC liner and seal the penetrations as required in the contract documents.

See attached Bid Form for bid items and estimated quantities.

The engineer's estimate for the project is \$199,200.

Bid Documents will be available to contractors beginning on Monday March 8th.

Bidders may request electronic delivery complete set(s) of the Contract Documents from the project engineer at judd.jarden@foth.com. There is no charge for electronic delivery of the contract documents. In the event that any addenda are issued throughout the open period for this project, Foth will distribute these addenda via email to the email identified by the prospective bidders to Foth at the time the plans and specifications are issued. Copies of Addenda will be provided to bidders without charge.

Pre-Bid Conference/Site Inspection: 3:00 p.m. Tuesday, March 29th, 2022 at the project site, 111 Eastern Ave. Chelsea, MA. The prebid conference is not considered to be mandatory but the owner has requested a preaward meeting onsite with the selected contractor to ensure the contractor has an understanding of the site operations and can best limit the impacts caused by the construction.

Bidders questions shall sent via email to the project engineer no later than close of business Friday, April 1st.

Bids shall be due by close of business on Friday, Friday, April 8th, 2022.

Please return each bid via email to:

Judd Jarden

judd.jarden@foth.com

Carlos Pena

carlos.pena@foth.com

Pat Martin

Pat.Martin@intpark.com

Any proposal received after the scheduled closing time for receipt of proposals shall be returned to the bidder unopened and will be deemed unresponsive and thus rejected by the Owner(s).

A bid deposit, in the form of a bid bond, cash, certified check, or a treasurer's or cashier's check issued by a responsible bank or trust company, payable to the Interpark, LLC in the amount of 5% of the bid will be required of the successful general bidder

A Performance Bond and also a Labor and Materials Payment Bond, each of a surety company qualified to do business under the laws of the Commonwealth of Massachusetts, satisfactory to the Owner, and each in the sum of 100% of the Contract Price will be required of the successful general bidder.

The date of completion for the Project shall be May 27, 2022. If the Owner accepts a proposal, it anticipates issuing a Notice to Proceed (NTP) on or about April 22, 2022. It is therefore estimated that the Contractor will have thirty-five (35) calendar days from the date of issuance of a Notice to Proceed to the completion date.

Liquidated damages in the amount of \$500 per day or \$20 per day per lost available parking space, will be assessed if the work has not been completed in accordance with the provisions of the contract within the time specified. \$500 per day total based on estimated 25 parking spaces provided for work area.

The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event shall be as listed in the attached example construction contract.

All documents listed below are part of the Contract Documents and are incorporated by this reference as if fully set forth herein. Contractor shall pay particular attention to any and all mitigation measures set forth in the permit documents and shall comply with same.

- A. Contract Documents
 - i. Invitation for Bids
 - ii. Proposal
 - iii. Bid Form
 - iv. Construction Contract
 - v. Performance Bond
 - vi. Payment Bond

- B. Contract Plans/Specifications – see Attachments

- C. Addendums - none

- D. Attachments:
 - i. Order of Conditions - File #011-0159

 - ii. Chapter 91 License # 13158, dated November 17th, 2011;

 - iii. US Army Corps of Engineers Permit-File #NAE-1991-00655 6/9/93

 - iv. Drawings Titled – “Interpark Embankment Repairs – Interpark, 111 Eastern Ave. Chelsea, MA”, Prepared by Foth Infrastructure and Environment, LLC, Inc, 5 sheets, Issued for Bid and dated December 2021”

 - v. HYDROTEX – Fabric-formed Concrete Erosion Control and Armoring Literature

1. Filter Point Liner Specification Guideline
2. Construction & Quality Control Manual

Thank you for interest in the proposed project. We look forward to receipt and review of the bid solicited herein.

Vice President, Capital Project
Patrick D. Martin, P.E.

PROPOSAL

Dear Owner:

The undersigned, as a bidder, declares that he/she has carefully examined the location of the proposed work, the proposed form of Construction Contract, and Contract Documents, and he/she proposes and agrees that, if this proposal is accepted, he/she will contract with the Owner to provide all necessary machinery, tools and apparatus, to do all the work and furnish all the materials specified in the Contract Documents in the manner and time therein set forth required to complete the

EMBANKMENT REPAIRS

111 EASTERN AVE., CHELSEA, MA

The work to be performed pursuant to this Proposal shall be in strict conformity with the Contract Documents prepared by the Owner, copies of which are on file in the office of the Project Engineer, which Contract Documents are hereby made a part thereof, and incorporated by this reference as if fully set forth herein.

The bidder proposes and agrees to contract with the Owner to furnish and perform all of the described work, for the following price, TOTAL ALL ITEMS:

(\$) _____ U.S.
Dollars

A breakdown of the Contract price is attached hereto marked Bid Form and incorporated by this reference.

Owner reserves the right to add or delete items from this list. The price of the contract shall be adjusted accordingly. The price set forth herein includes any and all costs and expenses of whatever source or nature for the work to be performed pursuant to the terms and conditions of the Contract Documents.

If awarded the contract, the undersigned hereby agrees to sign said contract and to furnish the necessary bonds within ten (10) days after being requested to do so by the Owner.

The undersigned has examined the location of the proposed work and is familiar with the Contract Documents and the local conditions at the place where the work is to be done.

The undersigned has carefully checked all of the above figures and understands that the Owner will not be responsible for any errors or omissions on the part of the undersigned in making up this proposal.

The undersigned hereby certifies that this proposal is genuine, and not sham or collusive, or made in the interest or in behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham proposal or any other person, firm or corporation to refrain from bidding and that the undersigned has not in any manner sought by collusion to secure for himself or herself an advantage over any other bidder.

Enclosed find bidder's bond or certified check in the amount of five (5%) percent of the proposal (sum of the base bid) for _____ (\$_____) to guarantee execution of contract and furnishing of the necessary bonds as above provided, if awarded the contract.

The undersigned has satisfied him/herself by personal examination of the location of proposed work, and by such other measures as they may prefer, as to the actual conditions and requirements of the work, and shall not, after submission of the proposal, dispute, complain or assert that there was any misunderstanding in regard to the nature or amount of the work to be done.

Contractor acknowledges receipt of Addenda Nos. _____ through _____.

Contractor: _____

Signature: _____

Signed by : _____

Title : _____

Address : _____

Telephone : _____

Facsimile: _____

Dated this _____ day of _____, 20__

License No. _____ Class(es) _____

Exp. Date: _____

NOTE: BIDDERS MUST HOLD CURRENT LICENSES AS REQUIRED UNDER THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS AND ALL FEDERAL STATUTES.

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111 EASTERN AVE. CHELSEA, MA
LIST OF SUB-CONTRACTORS

Any person making a proposal or offer to perform the work, shall in his or her proposal or offer, set forth: (a) The name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime Contractor in or about the construction of the work or improvement, or a subcontractor licensed by the Commonwealth of Massachusetts who, under subcontract to the primary Contractor specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime Contractor's total proposal; (b) The portion of the work which will be done by each such subcontractor under this act. The prime Contractor shall list only one subcontractor for each such portion as defined by the prime Contractor in his or her proposal.

Any item of work, which does not set forth a designated Sub-Contractor will be done by the Prime Contractor.

Name & Address	Portion of Work
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(Prime Contractor)

Signed by: _____
Title : _____

BIDDER CERTIFICATIONS

GENERAL

A. The undersigned Bidder certifies to the Owner, as set forth in sections 1 through 12 below.

1. Certificate of Non-Discrimination

By my signature hereunder, on behalf of the Bidder making this Bid, the undersigned certifies that there will be no discrimination in employment with regard to race, color, religion, gender, sexual orientation, or national origin; that all federal, state, and local directives and executive orders regarding non-discrimination in employment will be complied with; and that the principle of equal opportunity in employment will be demonstrated positively and aggressively.

2. State of Convictions

By my signature hereunder, I hereby swear, under penalty of perjury, that no more than one final, unappealable finding of contempt of court by a Federal Court has been issued against Bidder within the past two years because of failure to comply with an order of a Federal Court or to comply with an order of the National Labor Relations Board.

3. Previous Disqualifications

By my signature hereunder, I hereby swear, under penalty of perjury, that the below indicated Bidder, any officer of such Bidder, or any employee of such Bidder who has a proprietary interest in such Bidder, has never been disqualified, removed or otherwise prevented from bidding on, or completing a Federal, State, or local government project because of a violation of law or a safety regulation except as indicated on the separate sheet attached hereto entitled "Previous Disqualifications." If such exceptions are attached, please explain the circumstances.

4. Certification of Workers Compensation Insurance

By my signature hereunder, as the Contractor, I certify that I am aware of the provisions of Title 28-29 Labor and Labor Relations of the General Laws of Massachusetts which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that law, and I will comply with such provisions before commencing the performance of the Work of this Contract.

5. Certificate Of Non-Collusion:

In accordance with Massachusetts General Law Chapter 40, Section 4B ½, Chapter 30, Section 39M and/or Chapter 30B, Section 10: Undersigned certifies under penalties of perjury that this bid or proposal is in all respects bona fide and fair and has been made and

submitted in good faith without collusion or fraud with any other person. As used in this certification, the work "person" shall mean any natural person, joint venture, business, partnership, corporation, union, committee, club, organization, group of individuals, or other business or legal entity.

6. Conflict Of Interest:

The bidder must certify that no official or employee of the Interpark, LLC has a financial interest in the bidder's proposal or executed Contract, or in the expected profit to arise therefrom, unless there has been compliance with the provisions of MGL C 43, Section 27 (Interest in Public Contracts by Public Employees) and of provisions of MGL C 268A, Section 20 (Conflict of Interest Law).

7. Indemnification Agreement:

The contracted Bidder hereby indemnifies and shall at all times save and hold harmless the Interpark, LLC, and its officers, attorneys, employees, and agents from and against any and all claims (including workers' compensation and wage claims), demands, suits, actions, liabilities, damages, penalties, judgments, and costs and expenses, including without limitation the costs and expenses of litigation, of or by anyone that in any way is caused by, arises out of, or is occasioned by the performance, activities, operations, conducts, negligence, or omissions of the contracted Bidder, or any of its agents or employees.

8. Taxes Paid:

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, the undersigned certifies under the penalties of perjury that, to the best of my knowledge and belief, all Massachusetts State Tax returns and all Massachusetts State Taxes required under law have been paid, and I have complied with the reporting of employees and contractors, and withholding and remitting of child support.

9. Right To Know Law:

Bidder agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to MGL Chapter 111F, Sections 8, 9, 10 and the regulations contained in 454 CMR 21.06 when deliveries are made; and agrees to deliver all containers properly labeled pursuant to MGL Chapter 111F, Section 7 and 454 CMR 21.05. Failure to submit an MSDS and/or label on each container will place the vendor in non-compliance with the Purchase Order and/or Contract. Failure to furnish MSDS and/or labels on each container may result in civil or criminal penalties. All vendors furnishing substances or mixtures subject to MGL Chapter 111F or 454 CMR are cautioned to obtain

and read the Law and Rules and Regulations. Failure to comply with these requirements could result in cancellation of Contract.

10. Foreign Corporation:

In Accordance with Massachusetts General Laws Chapter 30, Section 39L, any foreign contractor or subcontractor is required to provide a certificate from the Secretary of State stating that such corporation has complied with Massachusetts General Laws Chapter 181, Section 3 and 5, including the date of compliance. Further, bidder's attention is called to Massachusetts General Laws Chapter 268A, in connection with which the bidder is requested to submit the information requested in the signature section of this document.

11. Compliance:

The undersigned is in compliance with all of the provisions, and shall remain in full compliance with the provisions for the life of any Contract resulting from this solicitation. Bidder is qualified to perform any such Contract and possesses, or shall obtain, all requisite licenses and/or permits to complete performance; shall maintain all unemployment, workers' compensation, and personal liability insurance policies sufficient to cover its performance under any such Contract; and shall comply with relevant prevailing wage rates and employment laws. To the best of its knowledge and belief has paid all local taxes, tax titles, utilities, motor vehicle excise taxes, water and wastewater bills in Massachusetts as required by Law.

INSURANCE AND BOND VERIFICATION

A. The undersigned Bidder Certifies that he has the following insurance coverage:

1. **Workers' Compensation:**

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

2. **General Liability:**

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

3. **Automotive Liability:**

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

4. **Excess Liability (if applicable):**

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

Additional endorsements to insurance are required for the following coverages:

1. **Additional Insured:**
It is hereby understood and agreed that Additional Insured for General Liability and Auto Liability Coverage shall include: The Owner, its Board, commissions, committees, boards, officers, employees, and agents as additional insured as respects to work done by Named Insured.
2. **Primary Coverage**
With respect to claims arising out of the operations of the Name Insured, such insurance as afforded by the policy is primary, and is not additional to or contributing with any other insurance carried by or for the benefit of the above Additional Insureds.
3. **Cross Liability/Severability of Interest**
The naming of more than one person, firm or corporation as insured under this policy shall not, for that reason alone, extinguish any rights of the insured against another, but this endorsement, and the naming of multiple insureds, shall not increase the total liability of the Company under this policy.
4. **Notice of Cancellation for General Liability and Auto Liability:**
It is understood and agreed that in the event of cancellation of or reduction in the policy for any reason, including non-payment of premium, 30 days written notice will be sent to the Project Engineer.

The name of the Bidder's Bonding Company is as follows:

Carrier/Surety: _____

Address: _____

Phone and Fax: _____

A.M. Best Rating: _____

SAFETY & EXPERIENCE RECORD

A. The following statements as to safety and experience of Bidder are submitted, and Bidder guarantees the truthfulness and accuracy of the information:

1. **Safety**

a. List Bidder's Interstate Experience Modification Rate for the last three years.

2019: _____

2020: _____

2021: _____

b. State the name of Bidder's safety Project Engineer/manager or Site Safety Officer: _____

CONTRACTOR EXPLANATION OR NOTES ON ANY OF THE ABOVE:

LIST OF ALL EQUIPMENT TO BE USED ON THIS PROJECT (include year, type, size and condition):

CONTRACTOR'S NARRATIVE ON CONSTRUCTION SCHEDULE AND METHODOLOGY: (Please describe in as much detail as possible how your firm/company will proceed with the work as described within the contract documents. Attach or utilize additional sheets if necessary. The Construction Schedule will be requested upon the award of the Contract).:

BIDDER CERTIFIES, UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS, THAT THE FOREGOING INFORMATION IS CURRENT AND ACCURATE AND AUTHORIZES OWNER AND ITS AGENTS AND REPRESENTATIVES TO OBTAIN A CREDIT REPORT AND/OR VERIFY ANY OF THE ABOVE INFORMATION.

BIDDER: _____
(COMPANY NAME)

BY: _____
NAME TITLE

BY: _____
SIGNATURE DATE

NOTE: This proposal must bear the written signature of the Bidder. If the Bidder is a partnership, the proposal must be signed by a partner. If the Bidder is a corporation, the proposal must be signed by a duly authorized officer or agent of such corporation.

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that, WHEREAS, Interpark, LLC ("Owner"), has awarded to _____, hereinafter designated as the "Principal", a contract (the "Contract"), the terms and provisions of which Contract are incorporated herein by reference, for constructing the following project:

**EMBANKMENT REPAIRS
111 EASTERN AVE. CHELSEA, MA**

and

WHEREAS, said Principal is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract;

NOW, THEREFORE, we, the Principal, and _____, as surety, are held and firmly bound unto Owner, in the penal sum of _____ and _____/100 Dollars (\$_____), lawful money of the United States, being one hundred percent (100%) of the Contract amount, 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 if the above bounden Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and will truly keep and faithfully perform the covenants, conditions, and agreements in the said Contract and any alterations made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless, Owner, its Board, officers, employees and agents, as therein stipulated, then this obligation shall be null and void; otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the said Contract, the above obligation shall hold good for a period of one (1) year after the completion and acceptance of the said work, during which time if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns shall fail to make full, complete and satisfactory repair and replacements or totally protect the said Owner from loss or damage made evident during said period of one (1) year from the date of acceptance of said work, and resulting from or caused by defective materials or faulty workmanship, in the prosecution of the work done, the above obligation shall be and remain in full force and virtue.

And the said Surety, for value received, hereby stipulates and agrees to waive a any consent to 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 obligations on this bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work, or to the Specifications.

In the event Owner, or its successors or assigns, shall be the prevailing party in an action brought upon this bond, then, in addition to the penal sum hereinabove specified, we agree to pay to the said Owner, or its successors or assigns, a reasonable sum on account of attorney's fees in such action, which sum shall be fixed by the court.

IN WITNESS THEREOF, the above bounden parties have executed this instrument under their seals this day of __, _____, 20__, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Principal

Witness as to Principal

By:

Address

Surety

ATTEST:

Witness to Surety

Attorney-in-Fact

(Seal)

If **Contractor** is partnership, all partners must execute **BOND**

*****END OF SECTION*****

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we, _____

as Principal, and, _____ organized and existing under the laws of the Commonwealth of Massachusetts, and authorized to execute bonds and undertaking as sole surety, as Surety, are held and firmly bound unto any and all persons named whose claim has not been paid by the Contractor, company or corporation in the aggregate total of _____ and ____/100 Dollars (\$ _____) (being 100% of the Contract amount) for the payment whereof, well and truly to be made, said Principal and Surety bond themselves, their heirs, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, whereas the above with Interpark, LLC ("Owner") to do the following work, to-wit:

**EMBANKMENT REPAIRS
111 EASTERN AVE. CHELSEA, MA**

NOW, THEREFORE, if the above-bounden Principal or his subcontractors fail to pay any of the persons named or unnamed , or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and his subcontractor pursuant to the Unemployment Insurance Code of the Commonwealth of Massachusetts, with respect to such work and labor, the surety will pay for the same, in the amount not exceeding the sum specified in this bond, and also, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the Court.

This bond shall inure to the benefit of any person named or who has provided goods or services so as to give a right of action to them or their assignees in suit brought upon this bond.

And the said Surety, for value received, hereby stipulates and agrees to waive the provisions regarding consent to 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 obligations on this bond; and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract, or to the work, or to the Specifications.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this _____ day of _____, 20__ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Principal

Witness as to Principal

By: _____

Address

Surety

ATTEST:

Witness to Surety

Attorney-in-Fact

_____(Seal)

If **Contractor** is partnership, all partners must execute **BOND**.

*****END OF SECTION*****

ATTACHMENTS:

- i. Order of Conditions - File #011-0159
- ii. Chapter 91 License # 13158, dated November 17th, 2011;
- iii. US Army Corps of Engineers Permit-File #NAE-1991-00655 6/9/93
- iv. Drawings Titled – “Interpark Embankment Repairs – Interpark, 111 Eastern Ave. Chelsea, MA”, Prepared by Foth Infrastructure and Environment, LLC, Inc, 5 sheets, Issued for Bid and dated December 2021”
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