

LEGAL NOTICE
TOWN OF MASHPEE
Invitation for Bids
Edward A. Baker Boat Ramp at Pirate's Cove Reconstruction

The Town of Mashpee, acting through its Select Board, the Awarding Authority, is seeking sealed bids for the provision and all designated labor, equipment and materials for the replacement of the concrete ramp, realignment of the existing floats and installation of new floats, installation of new piles, and completion of drainage improvements at the Edward A. Baker Boat Ramp at Pirate's Cove, 388 Mashpee Neck Road, in accordance with bidding documents prepared by the Town of Mashpee.

Specifications may be obtained beginning May 6, 2024, at the DPW, 350 Meetinghouse Road, Mashpee, MA 02649, Monday through Friday, between the hours of 7:00 A.M. and 3:30 P.M., by calling (508) 539-1420 or by e-mail at dpw@mashpeema.gov. Questions relative to this Request for Bids should be directed in writing to Ms. Catherine Laurent, Director of Public Works, via email at dpw@mashpeema.gov or fax at 508-539-3894.

Bidding procedures shall be in accordance with the latest edition of Massachusetts General Laws, Chapter 149 and Chapter 30B as applicable. All bids shall be accompanied by bid deposits in form of a bid bond, cash, or certified check, or a treasurer's or cashier's check issued by a responsible bank or trust company payable to the Town of Mashpee in compliance with Chapter 149 Section 44B. The amount of bid deposits shall be 5% of the value of the bid submitted.

One signed original and 4 copies of the bid must be submitted in a sealed envelope clearly marked "INVITATION FOR BIDS – EDWARD A. BAKER BOAT RAMP AT PIRATE'S COVE RECONSTRUCTION – Do Not Open" on the front. Bids will be received at the Office of the Town Manager, Mashpee Town Hall, 16 Great Neck Road North, Mashpee, MA 02649 until **Thursday, May 23, 2024 at 2:00 p.m.**, at which time all bids will be opened publicly. Late bids will not be considered and faxed bids will not be accepted. Delivery of bids will be at the expense of the bidder. Any and all damages that may occur due to packaging, shipping or timely arrival will be the sole responsibility of the bidder.

The Town of Mashpee reserves the right to reject any bids if deemed to be in the best interest of the Town. All bids will be taken under consideration for award of contract at a later date.

Rodney C. Collins
Town Manager

Central Register
May 8, 2024

Cape Cod Times
May 6, 2024

TOWN OF MASHPEE
FORM FOR GENERAL BID
Edward A. Baker Boat Ramp at Pirate's Cove Reconstruction

This Form for General Bid contains the following items and attachments:

1. General Conditions covering the following requirements:

Article 1 Contractor's Liability Insurance
Article 2 Bid Security
Article 3 Wage Rates

2. Bid Proposal
3. Certificate of Non-Collusion
4. Tax Compliance Certification
5. Guarantee of Completion
6. Certificate of Labor and Ability to Work in Concert with Others
7. Specific Conditions
8. Prevailing Wage Rates provided by the Massachusetts Department of Labor and Workforce Development, Division of Occupational Safety (*Attachment*)
9. Plan entitled, **Site Plan for Boat Ramp Reconstruction – Town of Mashpee, 388 Mashpee Neck Road, Mashpee, MA**, prepared by Cape & Islands Engineering dated September 19, 2022 and revised 5/2/24 (*Attachment*)
10. Order of Conditions dated 11/4/22 (*Attachment*)

GENERAL CONDITIONS

Article 1 Contractor's Liability Insurance

- 1.1 Contractor shall purchase and maintain such comprehensive general liability and other insurance as is appropriate for the work being performed and furnished and as will provide protection from claims set forth below which may arise out of or result from contractor performance and furnishing of the work and contractor's other obligations under the contract documents, whether it is to be performed or furnished by contractor, by any subcontractor, by anyone directly or indirectly employed by any of them to perform or furnish any of the work, or by anyone for whose acts any of them may be liable:
- 1.2 Claims under workers' compensation, disability benefits and other similar employee benefit acts;
- 1.3 Claims for damages because of bodily injury, occupational sickness or disease, or death of contractor's employees;
- 1.4 Claims for damages because of bodily injury, sickness or disease, or death of any person other than contractor's employees;
- 1.5 Claims for damages insured by personal injury liability coverage which are sustained (a) by any person as a result of an offense directly or indirectly related to the employment of such person by contractor's, or (b) by any other person for any other reason;
- 1.6 Claims for damages, other than to the work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom;
- 1.7 Claims arising out of operation of laws or regulations for damages because of bodily injury or death of any person or for damage to property; and
- 1.8 Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The insurance required above shall include the specific coverages and be written for not less than the limits of liability and coverages provided as follows:

1. Workers' Compensation: In accordance with the Workers' Compensation Laws that are applicable to the employees engaged in the Work. The limit of Employer's Liability Insurance shall be not less than \$500,000 each accident.
2. Public Liability Insurance for Personal Injury:
 - a. Individual limit of \$1,000,000 each person.
 - b. Total limit of \$ 3,000,000 for each accident.
3. Property Damage Insurance:
 - a. Each claim \$ 1,000,000.
 - b. Aggregate \$ 3,000,000.

4. If the contractor sublets any portion of his work, then he shall also provide:

a. Contractor's Protective Liability Insurance:

- (1) Individual limit for personal injury of \$1,000,000.
- (2) Total limit for personal injury for one accident of \$3,000,000.

b. Contractor's Protective Property Damage Insurance with a limit of \$1,000,000/\$3,000,000.

Any Subcontractor under contract with contractor to perform Work on the Project shall hold the Town, the Towns and agents harmless, and purchase and maintain such comprehensive general liability and other insurance as will provide protection from claims set forth herein.

The Town and the Towns shall be specifically named as additional insured on all required insurance policies of the contractor and any Subcontractors.

In addition, contractor shall maintain such completed operations insurance for at least one year after final payment and furnish the Town with evidence of continuation of such insurance at final payment.

Article 2 Bid Security

Bid security in the form of a bid bond, certified check, treasurer's or cashier's check payable to the Town of Mashpee, is required in a dollar amount of five (5) percent of the bid. The successful bidder must furnish a performance bond and payment bond in an amount at least equal to one hundred percent (100%) of the contract price with a surety company acceptable to the Town.

Article 3 Wage Rates

3.1 Wage Rates are subject to the minimum wage rates as per M.G.L. Chapter 149, Section 26 to 27 inclusive. Full compliance with applicable federal, state and local wage laws are required on all work done for any Town.

3.3 The Town shall not be held liable should the contractor fail to compensate any person(s) in accordance with the prevailing (minimum) wage rates included herein. The contractor claims full responsibility to compensate the person(s) associated with the project accordingly and will assume any liability on behalf of the Town, should a person(s) associated with the project file claim pursuant to MGL Chapter 149.

3.3 The "work classifications" provided by the contractor on the required "Weekly Payroll Report Form" shall exactly match the classifications provided in the "Minimum Wage Rates." Should the contractor use an unlisted classification, it shall be the contractor's responsibility to contact the Department of Labor and Workforce Development, Division of Occupational Safety in order to determine a matching classification or obtain minimum wage rate for the new classification.

**TOWN OF MASHPEE
BID PROPOSAL**

Edward A. Baker Boat Ramp at Pirate's Cove Reconstruction

To the Awarding Authority:

A. The undersigned proposes to provide all materials, services, labor, performance and payment bonds, insurance and all other costs incurred in the performance of the contract for the replacement of the ramp and float/dock system at the Edward A. Baker Boat Ramp at Pirate's Cove, 388 Mashpee Neck Road, Mashpee, Massachusetts 02649, in accordance with the accompanying specifications prepared by the Town of Mashpee for the contract price specified below.

B. The proposed contract price:

BASE BID:

\$ _____ Dollars and _____ Cents

(\$ _____)

ALTERNATE NO. 1:

\$ _____ Dollars and _____ Cents

(\$ _____)

ALTERNATE NO. 2:

\$ _____ Dollars and _____ Cents

(\$ _____)

In order to be deemed a complete submittal, each respondent must provide an amount (expressed in written form and numerically) in each of the spaces above. Lines left blank may cause the bid proposal to be rejected.

C. The Undersigned agrees that, if selected, he/she shall within ten (10) working days, after presentation thereof by the Awarding Authority, execute a contract in accordance with the terms of this bid.

D. If applicable, the bid includes addenda numbered _____.

The undersigned offers the following information as evidence of its 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 Bidder shall state below what work of a similar character to that included in the proposed contract it has done, and give references that will enable the Owner to judge its experience, skill and business standing (add supplementary page if necessary).

Project Name	Completion Date	Contact Name	Telephone No.
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(Attach supplementary list if necessary)

Signature of person submitting bid or proposal

Date

Name and Title

Business Name

Telephone

Business Address

Email address

CERTIFICATE OF NON-COLLUSION

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

Signature of individual submitting bid or proposal

Date

Name of business

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. ch. 62C§49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Authorized signature

Date

Name of person signing above (typed)

Name of business

GUARANTEE OF COMPLETION

The undersigned certifies if awarded a contract, will guarantee completion of all work required by December 31, 2024.

Signature of person signing bid or proposal

Date

Name of business

**CERTIFICATE OF LABOR
AND ABILITY TO WORK IN CONCERT WITH OTHERS**

The undersigned certifies under the penalties of perjury that all furnished labor can work in concert with other elements of labor employed or to be employed at the installation site. Furthermore, the undersigned certifies that he/she will comply fully with all laws and regulations applicable to awards made subject to Chapter 149 Section 44A.

Signature of person signing bid or proposal

Date

Name of business

SPECIFIC CONDITIONS

1. The Project is currently undergoing state permitting (local permitting is complete; the draft Order of Conditions is attached.). Any modification to the plan as a result of this permitting will be issued in an addendum.
2. The Contractor shall be responsible for reviewing and complying with the provisions of the Order of Conditions and any other permit requirements, as they pertain to the project's scope of work.
3. The Contractor shall be prepared to start construction of the project on Tuesday, September 3, 2024 (orders for materials should be placed prior to this date as required).
4. Substantial completion of the Project shall be achieved by 11/1/24 with final completion by 12/31/24.
5. The Contractor shall submit to the Owner a Schedule of Values allocating the entire Contract Sum for the various items of the work as outlined below. Application for payment shall be prepared in accordance with this Schedule of Values.
 - a) Miscellaneous. This item includes but is not limited to: bonds, insurance, mobilization, signs, safety fencing, erosion control, site security, survey and baseline controls, submittals)
 - b) Demolition. This item includes removal and disposal of the existing concrete ramp as well as the removal, storage, and re-installation of the existing aluminum ramp and floats (existing pier to remain in place and to be protected during construction)
 - c) Excavation. This item includes removal and disposal of the existing earth material within the work area described on the plan to the level of the sub-base.
 - d) Subbase/Base. This item includes all work and materials required to furnish and place the subbase and base, as shown and specified on the plan, including the geogrid.
 - e) Siltation Boom. This item includes all work and materials required to furnish and install the silt boom in place, as well as removal.
 - f) Coffer Dam. This item includes all work and materials required to furnish and install the temporary steel pile cofferdam around the boat ramp construction area, with the installation of a dewatering system, as well as removal after completion of the concrete ramp.
 - g) Concrete Ramp. This item includes all work related to cement concrete placement for the boat ramp and scour pad, including but not limited to installation of forms, furnishing and placing cement concrete and rebar, as shown and specified on the plan.
 - h) Granite Curbing/Trap Rock Shoulders. This item includes installation of 6-12" clean rip-rap around the newly constructed boat ramp and scour pad and resetting of the existing granite curbing, as shown on the plan.
 - i) Piles. This item includes installation of four 8" diameter piles.
 - j) Bid Alternate No. 1: Floats. This item includes manufacture and installation of two new 6x20 floats, as shown on the plan.
 - k) Bid Alternate No. 1: Piles. This item includes installation of four 12" diameter piles and resetting of one pile, as shown on the plan.
 - l) Bid Alternate No. 2: Drainage. This item includes installation of a trench drain and discharge pipe to existing bioretention swale, as shown on the plan.
6. The Contractor shall provide the Owner with a proposed construction schedule by July 12, 2024 which includes a pre- construction meeting with the Town and Town's Engineer.

7. The Contractor shall provide the following submittals for review by the Town's Engineer:
 - a) Sieve analysis for base material
 - b) Design formula for concrete mix from plant
 - c) Cut sheets for silt boom, coffer dam, and geogrid
 - d) Dewatering procedure
 - e) Cut sheet details for floating pier (if Bid Alternate No. 1 is accepted)
 - f) Cut sheet for trench drain and drain discharge pipe (if Bid Alternate No. 2 is accepted)
 - g) Cut sheet for new timber piles

8. Construction of the new floats will match the existing floats as follows (if Bid Alternate No. 1 is accepted):
 - a) All aluminum shall be 6061-T6.
 - b) The floats shall be attached to support angles with 3/8"x1" lag screws.
 - c) All attachment hardware shall be Grade 304 Stainless Steel.
 - d) The floats should have a freeboard between 16"-20" and a live load of 30 lbs/sf. Alternative flats designs are acceptable and should be submitted for review. Hinged or bolted floating dock module shall be able to withstand a load of 3000 pounds applied to the full connector. The gap between dock sections does not need a plate if connections result in a gap of less than 1".
 - e) Three (3) cleats per side (6 per float) shall be evenly spaced. Cleats shall be designed to withstand a mooring line load of 1500 pounds in any direction.
 - f) Vinyl bumpers shall be non-marring marine grade extruded vinyl with minimum 3" vertical face. White vinyl bumper shall be UV stabilized and non-yellowing.
 - g) Acceptable float units include rotationally molded for seamless one piece construction. Encasement shall be manufactured from linear virgin polyethylene resin containing UV ray inhibitors and carbon black pigment. Nominal wall thickness shall be 0.150". Foam core shall be expanded polystyrene foam with a minimum 1.0 # per cubic foot density.
 - h) Decking and spacing shall match existing.

9. No work for the Project shall be subcontracted without prior notice to and approval by the Town.

10. The Contractor shall remove and stockpile the existing aluminum ramp and floats prior to start of construction/installation of the silt boom. The ramp and floats shall be secured and stored in the parking lot. The Contractor shall re-install the aluminum ramp and floats after completion of the concrete ramp and removal of the silt boom.

11. The boat ramp shall be closed to the public during construction. The Contractor shall be responsible for securing the site during construction. The Contractor shall also be responsible for providing a portable toilet for use and for keeping the area free of litter.

12. The Contractor shall notify the Owner when work is substantially complete and shall submit a list of items to be completed prior to final payment. The Owner shall schedule an inspection with the Contractor and the Town's Engineer to review the list of outstanding work items.

13. The Contractor shall notify the Owner when all work is complete. The Town's Engineer shall conduct a site inspection to certify completion of work. Final payment shall not be made until the Owner has received said certification from the Engineer.

14. If the Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay to the Owner the amount of \$500.00, not as a

penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contract shall be in default after the time stipulated in the Contract for completing the work.