

SECTION 00301

BID FORM

To the Town of North Andover, Massachusetts, acting through its Town Administrator ("the Owner"):

Regarding: North Lake Cochichewick Boat Launch

The Owner reserves the right to reject any bid in the event that any bid item or items are obviously unbalanced or appear to the Owner to be so unbalanced as to affect or to be liable to affect adversely any interest of the Owner.

The Owner reserves the right to reject any or all bids if it deems it to be in its best interest to do so.

The Owner reserves the right to award the Contract based on sufficiency of appropriated funds to complete the work.

The Undersigned, as Bidder, declares as follows:

- The only parties interested in this BID as Principals are named herein;
- This BID is made without collusion with any other person, firm, or corporation;
- No officer, agent, or employee of the Owner is directly or indirectly interested in this BID;
- The Bidder has carefully examined the site of the proposed Work and fully informed and satisfied himself as to the conditions there existing, the character and requirements of the proposed Work, the difficulties attendant upon its execution and the accuracy of all estimated quantities stated in this BID, and has carefully read and examined the Drawings, the annexed proposed AGREEMENT and the Specifications and other Contract Documents therein referred to and knows and understands the terms and provisions thereof;
- Bidder understands that information relative to subsurface and other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) has been furnished only for his information and convenience without any warranty or guarantee, express or implied, that the subsurface and/or other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) actually encountered will be the same as those shown on the Drawings or in any of the other Contract Documents and agrees that the Bidder shall not use or be entitled to use any such information made available to him through the Contract Documents or otherwise obtained by him in his own examination of the site, as a basis of or ground for any claim against the Owner or the Engineer arising from or by reason of any variance which may exist between the aforesaid

information made available to or acquired by him and the subsurface and/or other conditions, natural phenomena, existing pipes and/or other structures (surface and/or subsurface) actually encountered during the construction work, and has made due allowance therefore in this BID;

- Bidder understands that the quantities of work tabulated in this BID or indicated on the Drawings or in the Specifications or other Contract Documents are approximate and are subject to increase or decrease as deemed necessary by the Engineer; and
- Bidder agrees that, if this BID is accepted, Bidder will contract with the Owner using substantially the same form as the contract for the Town of North Andover provided herein, which incorporates all Contract Documents deposited in the office of the Engineer, this BID Form being part of said Contract Documents, and that the Bidder will perform all the work and furnish all the materials and equipment, and provide all labor, services, plant, machinery, apparatus, appliances, tools, supplies and all other things required by the Contract Documents in the manner and within the time therein prescribed and according to the requirements of the Engineer as therein set forth, and that the Bidder will take in full payment therefore the lump sum or unit price applicable to each item of the Work as stated in the following schedule:

Bidders must bid on each item of the Base Bid. All entries in the entire BID must be made clearly and in ink; bid prices must be written in both words and figures. In case of discrepancy, the written word shall govern.

Bidders shall insert extended item prices obtained from quantities and unit prices. In case of discrepancy between the products obtained by multiplying the estimated quantity by the unit price, the actual product shall apply. In case of discrepancy between the sum of the total figure of the items and the total amount listed, the actual sum shall apply.

Refer to Section 01024 - Measurement and Payment for Item Descriptions.

Addenda: This BID includes Addenda numbered _____ to _____ (To be filled in by Bidder if Addenda are issued.)

(Bidder) _____

(by) _____

(Title) _____

PART I – BASE BID (ITEMS 1- 27)

Item No.	Item Description and Unit Price in Words	Units	Estimated Quantity	Unit Price (In Figures)	Extended Amount (In Figures)
1	Mobilization and Demobilization (inc. bonds and insurance) _____	LS	1		
2	Turbidity Curtain, Portable Dam, Dewatering, and Treatment _____	LS	1		
3	Mechanically Stabilized Earth (MSE) Block Retaining Wall _____	SF	850		
4	Permeable Paver Boat Launch _____	LS	1		
5	Rip Rap Bank Stabilization _____	LS	1		
6	Site Clearing, Grubbing, and Tree Removal _____	LS	1		
7	Site Grading _____	LS	1		

Item No.	Item Description and Unit Price in Words	Units	Estimated Quantity	Unit Price (In Figures)	Extended Amount (In Figures)
8a	Permeable Concrete Pavers (Stone Filled) _____	SY	850		
8b	Permeable Concrete Pavers (Loam and Seed Filled) _____	SY	300		
9	12" RCP Drain Pipe _____	LF	50		
10a	12" Drain Flared End Section _____	EA	1		
10b	2-ft Dia. Drain Structure _____	EA	1		
11a	Additional Crushed Stone _____	CY	5		
11b	Rip-Rap (Infiltration Basins and Misc. Areas) _____	CY	15		

Item No.	Item Description and Unit Price in Words	Units	Estimated Quantity	Unit Price (In Figures)	Extended Amount (In Figures)
12	Additional Excavation of Unsuitable Materials _____	CY	50		
13	Electrical Handholes _____	EA	2		
14	4" PVC Electrical Conduit (2-each) _____	LF	120		
15	3.5" Miscellaneous Pavement (Driveway) _____	SY	55		
16a	Loam and Seed (Infiltration Basins) _____	SY	260		
16b	Loam and Seed (All Other Areas) _____	SY	1,260		
17	Trees _____	EA	17		

Item No.	Item Description and Unit Price in Words	Units	Estimated Quantity	Unit Price (In Figures)	Extended Amount (In Figures)
18a	36" Wooden Post Rope Fence _____	LF	220		
18b	42" Safety Railing _____	LF	125		
19	New Guardrail _____	LF	205		
20	Site Accessories (Bollards, Gates, Signs, Boulders, Boat Racks) _____	LS	1		
21	Filter Sock _____	LF	1,000		
22	Silt Fence _____	LF	700		
23	Silt Sacks _____	EA	2		

Item No.	Item Description and Unit Price in Words	Units	Estimated Quantity	Unit Price (In Figures)	Extended Amount (In Figures)
24	Rock Excavation _____	CY	10		
25	Allowance for Material and Soil Testing <u>Twenty Thousand Dollars and Zero Cents</u>	LS	1	\$20,000.00	\$20,000.00
26a	Sediment Disposal – Contaminated and Impacted Soils _____	TONS	90		
26b	Sediment Disposal – Unimpacted and Uncontaminated Soils _____	TONS	30		
27	Miscellaneous Work _____	LS	1		

TOTAL FOR BASE BID (ITEMS 1- 27)

Total Amount of Base Bid.

\$

(Amount in figures)

(Amount in words)

Basis of Award: The basis of award shall be at the Owner's sole discretion, contingent on the Base Bid Price first and Bid Alternatives will be added in sequential order. The grand total of the Base Bid, will be used to determine the lowest responsive bidder, unless the Town elects to add the Bid Alternatives. Each Bid Alternative will be added to the Basis of Award in sequential order starting with Bid Alternative A. Contract to be awarded to the lowest responsible and eligible bidder in compliance with Sections 39M inclusive of Chapter 30 of the General Laws of the Commonwealth of Massachusetts.

Requirements: Specific items of this Contract may be eliminated or reduced in quantity to keep within limits of available funding, at the OWNER'S option. All of the above items shall include all labor, materials, equipment, hauling, disposal, transportation, overhead, profit and insurance to cover the work as required in the Contract Documents.

The undersigned agrees that extra work, if any, will be performed in accordance with Article 11 of the General Conditions of the Contract and will be paid for in accordance with Article 13 of the General Conditions of the Contract.

An unbalanced or unreasonable lump sum and/or unit price submitted herein may be considered as non-responsive to the Instructions to Bidders.

The bid security accompanying this BID shall be in the amount of five percent (5%) of the BID.

The Bidder, by submittal of this BID, agrees with the Owner that the amount of the bid security deposited with this BID fairly and reasonably represents the amount of damages the Owner will suffer due to the failure of the Bidder to fulfill his agreements as above provided.

As provided in the INSTRUCTIONS TO BIDDERS, the Bidder hereby agrees that he will not withdraw this BID within ninety (90) consecutive calendar days after the actual date of the opening of Bids and that, if the Owner shall accept this BID, the Bidder will duly execute and acknowledge the AGREEMENT and furnish, duly executed and acknowledged, the required CONTRACT BONDS within ten (10) days after notification that the AGREEMENT and other Contract Documents are ready for signature.

Construction shall be substantially complete within **90 calendar days** from and including issuance of a notice to proceed. Construction shall be finally complete within **150 calendar days** from and including issuance of a notice to proceed. Liquidated damages for each calendar day of delay shall be \$1,000 as stipulated in the AGREEMENT.

Should the Bidder fail to fulfill any of his agreements as herein above set forth, the Owner shall have the right to retain as liquidated damages the amount of the bid check or cash which shall become the Owner's property. If a bid bond was given, it is agreed that the amount thereof shall be paid as liquidated damages to the Owner by the Surety.

The undersigned as Bidder, hereby certifies that he is aware of the applicable requirements of the Williams-Steiger Occupational Safety and Health Act of 1970. (O.S.H.A.), and all latest revisions thereto, and that this Proposal is prepared on the basis of compliance with those requirements.

The undersigned as Bidder, hereby certifies that he will maintain records in reasonable detail, which accurately and fairly reflect the financial transactions and disposition of the Bidder, in accordance with M.G.L. Chapter 30, Section 30R.

The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that he will comply fully with all laws and regulations applicable to awards made subject to MGL Ch. 30, Section 39M. The bidding and award of the contract will be in full compliance with Section 39M inclusive of Chapter 30 of the General Laws of the Commonwealth of Massachusetts as last revised.

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

Pursuant to G.L. c.62C, §49A, the undersigned bidder certifies under penalties of perjury that the he/she/it has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

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 following documents are attached to and made a condition of the bid, and shall be filed with the bid:

- **Bid Security (5%) and Affidavit**
- **Completed and signed Bid Proposal and Project Reference List (Section 00301)**
- **Completed Certificate of Non-Collusion (Section 00520-8)**
- **Completed Certificate of Tax Compliance (Section 00520-8)**
- **Completed Labor Harmony and OSHA Training Requirements (00520-9)**
- **Completed Certificate of Vote (Corporation Only) (Section 00520-10)**
- **List of Proposed Sub-Contractors**

This Proposal must bear the written signature of the Bidder or that of his duly authorized agent. If the Bidder is a corporation or a partnership, the bid must be signed by a duly authorized officer of such corporation or by a Partner and the title of such officer must be stated. Satisfactory completion of the following data is an essential part of submission of this Proposal and is required. Bid must be embossed with corporate seal.

(Name of General Bidder)

By _____ Date _____

(Signature and title of authorized representative)

SEAL

(Telephone)

(Business address)

(E-mail Address)

(City, State, Zip)

The Bidder is requested to list five (5) or more of your firm's projects in the past 10 years in the Commonwealth of Massachusetts of a similar character as required for acceptable bid. References will enable the Owner to judge the Contractor's qualifications, experience, skill, and business standing.

Project Name: _____

Project Location: _____

Contract Amount: \$ _____ Completion Date _____

Owner: _____

Contact Name: _____ Telephone: _____

Architect/Engineer: _____

Contact Name: _____ Telephone: _____

Project Name: _____

Project Location: _____

Contract Amount: \$ _____ Completion Date _____

Owner: _____

Contact Name: _____ Telephone: _____

Architect/Engineer: _____

Contact Name: _____ Telephone: _____

Project Name: _____

Project Location: _____

Contract Amount: \$ _____ Completion Date _____

Owner: _____

Contact Name: _____ Telephone: _____

Architect/Engineer: _____

Contact Name: _____ Telephone: _____

Project Name: _____

Project Location: _____

Contract Amount: \$ _____ Completion Date _____

Owner: _____

Contact Name: _____ Telephone: _____

Architect/Engineer: _____

Contact Name: _____ Telephone: _____

Project Name: _____

Project Location: _____

Contract Amount: \$ _____ Completion Date _____

Owner: _____

Contact Name: _____ Telephone: _____

Architect/Engineer: _____

Contact Name: _____ Telephone: _____