

**FORM FOR GENERAL BID
FOR
CONSTRUCTION OF CONTRACT NO. 2021-WW-01
WATER POLLUTION CONTROL FACILITY IMPROVEMENTS – PHASE 1
CWSRF NO. 6642
WAREHAM, MA**

THIS BID IS SUBMITTED TO:

Water Pollution Control Facility
6 Tony's Lane
Wareham, MA 02571

- A. The Undersigned proposes to furnish all labor and materials required for Water Pollution Control Facility Improvements – Phase 1 (project) in Wareham, Massachusetts, in accordance with the accompanying plans and specifications prepared by GHD Inc. for the contract price specified below, subject to additions and deductions according to the terms of the specifications.
- B. This bid includes addenda numbered _____ to _____
- C. The proposed contract price is _____ dollars
(\$ _____). Total of Items A and B.
- D. Subdivision of Proposed Contract Price and Alternates Price
1. The subdivision of the proposed contract price is as follows:

ITEM A. The work of the General Contractor, being all work other than that covered by Item 2.
\$ _____ and consisting of the following:

Bid Item No. 1 Mobilization (max 5% of Bid Items 2 and 3):
\$ _____

Bid Item No. 2 Modification to the Wareham WPCF:
\$ _____

Bid Item No. 3 Stipulated Procurement Price for Denitrification Filters:
\$ 780,385.00 _____

Total Item A: (Sum of Bid Item No. 1 through Bid Item No. 3):
\$ _____

ITEM B. Sub-bids as follows:

Sub-trade	Name of Sub-bidder	Amount	Bonds required, (indicate by "Yes" or "No")
<u>F-1: Masonry</u>	_____	\$ _____	_____
<u>F-2: Misc. and Ornamental Iron</u>	_____	\$ _____	_____
<u>F-3: HVAC</u>	_____	\$ _____	_____
<u>F-4: Electrical and Instrumentation</u>	_____	\$ _____	_____
Total of Items A and B:		\$ _____	_____

In words: _____

The undersigned agrees that each of the above named sub-bidders will be used for the work indicated at the amount stated, unless a substitution is made. The undersigned further agrees to pay the premiums for the performance and payment bonds furnished by sub-bidders as requested herein and that all of the cost of all such premiums is included in the amount set forth in Item 1 of this bid.

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

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

The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that he will comply fully with all laws and regulations applicable to awards made subject to section 44A.

BID FORM

The undersigned hereby certifies that the proposed Project Manager and proposed Superintendent whose resumes are attached to this bid will be assigned to this project in their respective roles and be committed full-time to this project. Should either the Project Manager or Superintendent be unavailable at the start of or at any time during the Contract, the qualifications of the replacement Project Manager or Superintendent will be presented to the Owner for acceptance, and that the Owner reserves the right to reject the replacement.

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

F. Bidder Acknowledgements (SRF Requirements)

1. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The time period for holding bids, where Federal approval is not required is 30 days, Saturdays, Sundays and legal holidays excluded, after the opening of bids and where Federal approval is required, the time period for holding bids is 30 days, Saturdays, Sundays and holidays excluded after Federal approval.
2. Bidders must fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons). Contractors, subcontractors, or suppliers that appear on the Excluded Parties List System at www.epls.gov are not eligible for award of any contracts funded by the Massachusetts State Revolving Fund.
3. If Contract is awarded, successful Bidder will submit a Payment Bond in the amount of 100% of the total contract price.
4. If Contract is awarded, successful Bidder will submit a Performance Bond in the amount of 100% of the total contract price.
5. Bidder agrees that the Work will be substantially completed and ready for final payment in accordance with paragraphs 14.04 and 14.07 of the General Conditions and Supplementary Conditions within the number of calendar days indicated in the Agreement. The time of completion of this contract is 340 calendar days for Substantial Completion after the date contained in the Notice to Proceed, and 400 calendar days for completion and final payment.
6. Bidder accepts the provisions of the Agreement as to liquidated damages. Liquidated damages specified in this contract are \$1,900.00 per day for each calendar day beyond the Substantial Completion date that Work remains uncompleted plus any costs incurred by the Owner as result of penalties assessed or costs incurred to defend or renegotiate the consent order contained in Appendix G of the Supplementary Conditions and \$850.00 per day for each calendar day beyond the date for completion and final payment plus any costs incurred by the Owner as result of penalties assessed or costs incurred to defend or renegotiate the consent order contained in Appendix G.
7. Contract award shall be based upon lowest bid for base work if no alternate work will be performed. If alternate work will be performed, the Contract award shall be based upon the lowest bid for the sum of base work and one or more alternates with the Town considering alternates in ascending numerical sequence, such that no single alternate shall be considered unless every alternate preceding it on the list has been added to the base bid (per Chapter 149 44G (B)).
8. All aspects of this project are SRF eligible.

BID FORM

G. Attachments to this Bid

The following documents are submitted with and made a condition of this Bid:

1. Bid Form
2. Required Bid Security in the form of a Bid Bond or certified check, or money order
3. Massachusetts DEP Certification Statement Regarding State Taxes, Equal Employment Opportunity, Non-Debarment, and Non-Collusion
4. Certification: American Iron and Steel Compliance
5. Statement of Intent to Comply (MassDEP Diesel Retrofit Program)
6. Massachusetts DEP Certification OSHA Training
7. Proposal Form Affidavit
8. Certification: Division of Capital Asset Management
9. MBE/WBE/DBE SRF Forms

Date _____

(Name of General Bidder)

By _____
(Printed Name of Person Signing Bid and Title)

By _____
(Signature of Person Signing Bid and Title)

(Business Address)

(City and State)

ATTACHMENTS

(as listed in Article G of the General Bid)

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER *(Name and Address)*:

SURETY *(Name and Address of Principal Place of Business)*:

OWNER *(Name and Address)*:

BID

Bid Due Date:

Description *(Project Name and Include Location)*:

BOND

Bond Number:

Date *(Not earlier than Bid due date)*:

Penal sum _____ \$ _____
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

Bidder's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

**CERTIFICATION
AMERICAN IRON AND STEEL COMPLIANCE**

In accordance with the requirements of P.L. 113-76, the Contractor hereby certifies to the following:

- Bidder has reviewed and understands the American Iron and Steel (AIS) Requirement.
- All of the iron and steel products used in the project will comply with the AIS as outlined in P.L. 113-76 Consolidated Appropriations Act, 2014 and United States Environmental Protection Agency (US EPA) memo dated March 20, 2014. Iron and steel products include the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.
- Successful Bidder will provide further verified information, certification or assurance of compliance necessary per the Contract Documents.
- Waivers will only be recognized if they have been issued from the US EPA.

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

STATEMENT OF INTENT TO COMPLY

This form must be signed and submitted by the bidder as part of the bid.

Local Governmental Unit _____ SRF Project No. 6642 _____

Contract No. 2021-WW-01 Contract Title Wareham WPCF Improvements – Phase 1 _____

Bidder _____

The undersigned, on behalf of the above-named Bidder, agrees that, if awarded the Contract:

1. the Bidder shall comply with the Department of Environmental Protection's ("DEP") Diesel Retrofit Program by ensuring that all diesel powered non-road construction equipment and vehicles greater than 50 brake horsepower which will be used in the performance of the work under the Contract are equipped or retrofitted with a pollution control device in accordance with the Diesel Retrofit Program Standard;
2. the Bidder shall require all Subcontractors to comply with DEP's Diesel Retrofit Program by ensuring all diesel powered non-road construction equipment and vehicles greater than 50 brake horsepower which will be used in the performance of the work under the Contract are equipped or retrofitted with a pollution control device in accordance with the Diesel Retrofit Program Standard; and
3. The Bidder shall submit and shall require each Subcontractor to submit a Diesel Retrofit Program Contractor Certification (form attached) with a Diesel Retrofit List to DEP (Patricia Arp, MassDEP, 8 New Bond Street, Worcester, MA 01606) and the Bidder within 10 days of the bidder being notified that it has been awarded the Contract. The Bidder shall require each Subcontractor to update such Certification and List within 2 days of using additional Diesel Construction Equipment on the project under the Contract.

(Signature of Bidder's Authorized Representative)

(Date)

**CERTIFICATION
OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) TRAINING**

In accordance with Massachusetts General Law 30: Section 39S, for all contracts for the construction, reconstruction, installation, demolition, maintenance or repair of any public work estimated to cost more than \$10,000, the Contractor hereby certifies to the following:

(a) (1) that he 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.

(b) Any employee found on a worksite subject to this section without documentation of successful completion of 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 shall be subject to immediate removal.

(c) The attorney general, or his designee, shall have the power to enforce this section including the power to institute and prosecute proceedings in the superior court to restrain the award of contracts and the performance of contracts in all cases where, after investigation of the facts, he has made a finding that the award or performance has resulted in violation, directly or indirectly, of subsection (b), and he shall not be required to pay to the clerk of the court an entry fee in connection with the institution of the proceeding.

The undersigned hereby certifies under the penalties of perjury to the above:

Company: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

Telephone: _____ Fax: _____

PROPOSAL FORM

AFFIDAVIT

State of _____ ss: _____, 20____
(Bid Opening Date)

County of _____

The undersigned being duly sworn, deposes and says that he or she is the sole owner, partner, president, treasurer, or other duly authorized agent or office of:

(Name of bidder as appearing in submitted proposal)

for work in _____ at 6 Tony's Lane
(City/Town)

and certifies that to his or her own knowledge, said bidder has not either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken into any action in restraint of free competitive bidding in connection with this contract.

Signature and Title of Person Making Affidavit

Then personally appeared the above-named _____
And acknowledged the foregoing instrument to be _____
Free act and deed, before me.

Notary Public

My commission expires:

Division of Capital Management

In accordance with M.G.L. Chapter 149, Section 44D, ALL bids will be valid only when accompanied by a current certificate of eligibility and update statement issued by the Division of Capital Asset Management, copies of which are attached to this bid.

MBE/WBE/DBE SRF Forms

The following MBE/WBE/DBE forms are to be submitted by the two (2) lowest bidders within three (3) business days of the Bid Opening:

- Schedule of Participation for SRF Construction
- Letter of Intent for SRF Construction
- DBE Certification of United States Citizenship
- DBE Subcontractor Participation Form
- and Request for Waiver for SRF Construction

Bidders **MAY** submit these forms with their bids.

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION
 MASSACHUSETTS DEPARTMENT OF ENVIRONMENTAL PROTECTION
 DIVISION OF MUNICIPAL SERVICES

SCHEDULE OF PARTICIPATION FOR SRF CONSTRUCTION

Project Title: _____ **Project Location:** _____

Disadvantaged Minority Business Enterprise Participation in the SRF Loan Work

Name & Address of D/MBE	Nature of Participation	Dollar Value of Participation
1.		
2.		
3.		
Total D/MBE Commitment:		\$ _____
Percentage D/MBE Participation = (Total D/MBE Commitment) / (Bid Price) =		% _____

Disadvantaged Women Business Enterprise Participation in the SRF Loan Work

Name & Address of D/WBE	Nature of Participation	Dollar Value of Participation
1.		
2.		
3.		
Total D/WBE Commitment:		\$ _____
Percentage D/WBE Participation = (Total D/WBE Commitment) / (Bid Price) =		% _____

The Bidder agrees to furnish implementation reports as required by MassDEP to indicate the D/MBEs and D/WBE(s) which it has used or intends to use. Breach of this commitment constitutes a breach of the contract.

Name of Bidder: _____

Date: _____ **By:** _____
Signature

NOTE: Participation of a DBE may be counted in only their certified category; the same dollar participation cannot be used in computing the percentage of D/MBE participation and again of D/WBE participation.

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LETTER OF INTENT FOR SRF CONSTRUCTION

This form is to be completed by the D/MBE and D/WBE and must be submitted by the Bidder no later than close of business on the third business day after notification by the LGU. A separate form must be completed for each D/MBE and D/WBE involved in the project.

Project Title: _____ Project Location: _____

TO: _____
(Name of Bidder)

FROM: _____
(Please Indicate Status [] D/MBE or [] D/WBE)

° I/we intend to perform work in connection with the above project as (check one):

- An individual
- A partnership
- A corporation
- A joint venture with: _____
- Other (explain): _____

° It is understood that if you are awarded the contract, you intend to enter into an agreement to perform the activity described below for the prices indicated.

DBE PARTICIPATION

Description of Activity	Date of Project Commencement	\$ Amount	% Bid Price
		\$	%

° The undersigned certify that they will enter into a formal agreement upon execution of the contract for the above referenced project.

BIDDER		DBE	
(Authorized Original Signature)	Date	(Authorized Original Signature)	Date
ADDRESS:		ADDRESS:	
TELEPHONE #:		TELEPHONE #:	
FEIN:		FEIN:	
EMAIL ADDRESS:		EMAIL ADDRESS:	

ORIGINALS:

- ° Compliance Mgr. City/Town Project Location
- ° DEP Program Manager for DEP's AAO Director

* **Attach a copy of current (within 2 years) DBE Certification**

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DBE CERTIFICATION OF UNITED STATES CITIZENSHIP

For the SRF program, under the EPA Disadvantage Business Enterprise (DBE) Rule, a DBE must be owned or controlled by a socially and economically disadvantaged person that is also a **citizen of the United States** (See 40 CFR 33.202). "Ownership" is defined at 13 CFR 124.105 and "control" is defined at 13 CFR 124.106.

DBEs are certified for the SRF program through the Supplier Diversity Office using the federal Department of Transportation (DOT) DBE rules. EPA allows the use of DBEs certified under the DOT rules as long as they are also United States citizens. To ensure compliance with the EPA rule, MassDEP must verify United States citizenship through the completion of the following form for each DBE used on the project.

SRF Project Number _____

Contract Number _____

Contract Title _____

DBE Subcontractor _____

The undersigned, on behalf of the above named DBE subcontractor, hereby certifies that the DBE firm is either owned or controlled by a person or persons that are citizens of the United States.

Printed Name and Title of DBE Signatory

DBE Signature

Date

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM
DBE SUBCONTRACTOR PARTICIPATION FORM

The United States Environmental Protection Agency (EPA) requires that this form be provided to all subcontractors on the project. At the option of the subcontractor, this form may be filled out and submitted directly to the EPA DBE Coordinator.

NAME OF SUBCONTRACTOR	PROJECT NAME
ADDRESS	CONTRACT NO.
TELEPHONE NO.	E-MAIL ADDRESS
PRIME CONTRACTOR NAME:	

Please use the space below to report any concerns regarding the above EPA-funded project (e.g., reason for termination by prime contractor, late payment, etc.).

CONTRACT ITEM NO.	ITEM OF WORK OR DESCRIPTION OF SERVICES RECEIVED FROM THE PRIME CONTRACTOR	AMOUNT SUBCONTRACTOR WAS PAID BY PRIME CONTRACTOR
<hr/> Subcontractor Signature		<hr/> Title/Date

Equivalent to EPA form 6100-2

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REQUEST FOR WAIVER FOR SRF CONSTRUCTION

Upon exhausting all known sources and making every possible effort to meet the minimum requirements for DBE participation, the Bidder may seek relief either partially or entirely from these requirements by submitting a completed waiver package by the close of business on the third business day after notification by the LGU. Failure to comply with this process shall be cause to reject the bid thereby rendering the Bidder not eligible for award of the contract.

General Information

Project Title: _____ Project Location: _____
Bid Opening (time/date) _____
Bidder: _____
Mailing Address: _____
Contact Person: _____ Telephone No. () _____ Ext. _____

Minimum Requirements

The bidder must demonstrate that good faith efforts were undertaken to comply with the percentage goals as specified. The firm seeking relief must show that such efforts were taken appropriately in advance of the time set for opening bid proposals to allow adequate time for response(s) by submitting the following:

- A. A detailed record of the effort made to contact and negotiate with disadvantaged minority and/or woman owned businesses, including:
 - 1. names, addresses, telephone numbers and contact dates of all such companies contacted;
 - 2. copies of written notice(s) which were sent to DBE potential subcontractors prior to bid opening;
 - 3. a detailed statement as to why each subcontractor contacted (i) was not willing to do the job or (ii) was not qualified to perform the work as solicited; and
 - 4. in the case(s) where a negotiated price could not be reached the bidder should detail what efforts were made to reach an agreement on a competitive price.
 - 5. copies of advertisements, dated not less than ten (10) days prior to bid opening, as appearing in general publications, trade-oriented publications, and applicable minority/women-focused media detailing the opportunities for participation;

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- B. MassDEP may require the bidder to produce such additional information as it deems appropriate.
- C. No later than fifteen (15) days after submission of all required information and documentation, MassDEP shall make a determination, in writing, whether the waiver request is granted and shall provide that determination to the bidder and Awarding Authority. If the waiver request is denied, the facts upon which a denial is based will be set forth in writing.

CERTIFICATION

The undersigned herewith certifies that the above information and appropriate attachments are true and accurate to the best of my knowledge and that I have been authorized to act on behalf of the bidder in this matter.

(authorized original signature)

DATE

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION
 MASSACHUSETTS DEPARTMENT OF ENVIRONMENTAL PROTECTION
 DIVISION OF MUNICIPAL SERVICES

STATE REVOLVING FUND LOAN PROGRAM – SCHEDULE OF SUBCONTRACTOR PARTICIPATION

Local Governmental Unit _____

Project Name _____

SRF Identification Number _____

General Contractor _____

Contract Value _____

The United States Environmental Protection Agency (EPA) requires that all SRF borrowers develop and maintain a list of all MBE/WBE and non MBE/WBE subcontractors on the project.

This form must be completed and returned to MassDEP within 90 days of award of the contract.

Subcontractor	Point of Contact	Mailing Address	Telephone Number	E-Mail Address	MBE	WBE	DBE	Subcontract Value