

FORM FOR GENERAL BID-004100

To the Awarding Authority:

- A. The undersigned proposes to furnish all labor and materials required for

CITY OF LOWELL
IFB 19-11
HAMILTON CANAL INNOVATION DISTRICT
PARKING GARAGE
350.4 DUTTON STREET
in
LOWELL, MASSACHUSETTS,

in accordance with the accompanying plans and specifications prepared by:

WALKER CONSULTANTS
20 PARK PLAZA, SUITE 1202
BOSTON, MA 02116

for the contract price specified below, subject to additions and deductions according to the terms of the specifications.

- B. This bid includes addenda (s) numbered _____
- C. The proposed contract price (in words) is _____ DOLLARS
(\$ _____)

Included in proposed contract price above:

1. Unit price #1 - Total of unit price work of all line items in Table 4.2.B from Division 02 Section "Excavated Soil and Material Management Plan (in words) _____ Dollars (\$_____). (All General Contractors are required to attach a copy of Table 4.2.B with unit prices and Estimated Costs filled out to this form.)
2. Unit price #2 - Price of Concrete Diaphragm (Slurry) Walls, including permanent tie backs as shown in contract documents according to Division 31 Section "Concrete Diaphragm (Slurry) Walls Item No. 315600-1 (in words) _____ Dollars (\$_____). Including (in words) _____ square feet (_____ Sq. Ft.) of wall in soil, (in words) _____ square feet (_____ Sq. Ft.) of wall in rock, (in words) _____ Linear Feet (_____ Ln. Ft.) of permanent tiebacks. Unit prices to be added or deducted based upon actual installed quantities:

- a. Item no. 3155600-2: Addition of wall in soil (in words) _____ Dollars per square foot (\$_____ per Sq. Ft.).
 - b. Item no. 3155600-3: Deduction of wall in soil (in words) _____ Dollars per square foot (\$_____ per Sq. Ft.).
 - c. Item no. 3155600-3: Addition of wall in sound bedrock (in words) _____ Dollars per square foot (\$_____ per Sq. Ft.).
 - d. Item no. 3155600-4: Deduction of wall in sound bedrock (in words) _____ Dollars per square foot (\$_____ per Sq. Ft.).
 - e. Item no. 315600-6: Addition or deduction of permanent tieback anchors (in words) _____ per linear foot (\$_____ per Ln. Ft.).
3. Unit price #3 - Cost to furnish and install 10 tons of reinforcing steel not otherwise indicated in the contract documents according to Division 03 Section "Cast-in-Place Concrete, (in words) _____ Dollars (\$_____), at (in words) _____ Dollars per ton (\$_____ per ton).
4. (Unit price #4 is assigned to Electrical Filed Sub-Bidder.)
5. Unit price #5 - Cost to furnish and install 30 cast letters in areas accessible by ladder and 60 cast letters in areas accessible by lift of according to Division 10 Section "Signage", (in words) _____ Dollars (\$_____), at (in words) _____ Dollars per letter (\$_____ per letter) for letters in areas accessed by ladder, and (in words) _____ Dollars per letter (\$_____ per letter) for letters in areas accessed by lift.

In addition to proposed contract price above:

~~For Alternate #1 - Addition of Expanded Lighting Controls Add (in words) _____ Dollars (\$_____).~~

For Alternate #2 - Addition of License Plate Recognition Add (in words) _____ Dollars (\$_____).

Unit Cost #6 - Cost to Design and Mobilize/Demobilize an Additional Treatment System for dewatering according to Division 31 Section "Construction Dewatering", (in words) _____ Dollars (\$_____), and to operate for (in words) _____ Dollars per month (\$_____ per month).

D. The subdivision of the proposed contract price is as follows:

Item 1. The work of the General Contractor, being all work other than that covered by Item 2:
\$ _____

Item 2. Sub-bids as follows:

Sub-trade	Name of Sub-bidder	Amount	Bonds Required Indicated By "Yes" or "No".
Masonry			
Miscellaneous and Ornamental Iron			
Waterproofing, Damp proofing, and Caulking			
Roofing and Flashing			
Metal Windows			
Tile			
Painting			
Elevators			
Fire Protection			
Plumbing			
Heating, Ventilation and Air-Conditioning			
Electrical			
<u>Total</u>			

The undersigned agrees that that above-named sub-bidder 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 the sub-bidder 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/she is selected as General Contractor, he/she 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 duly 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

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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.

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.

E. Bidder understands that the owner reserves the right to reject any or all bids and to waive any minor informalities in the bidding prices.

F. The undersigned agrees if selected as General Contractor, within seven working days after presentation thereof by the City, the Contractor will:

1. execute a contract in accordance with the terms of this general bid;
2. furnish a performance bond and a labor and materials or payment bond;
 - a. of a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the City;
 - b. in the sum of one hundred percent of the contract price;
 - c. premiums for each are to be paid by the General Contractor.
3. provide an Insurance certificate specifying the City of Lowell as Named Insured.

The City of Lowell further requires that within 30 days after being selected, the General Contractor furnish the City with a copy of all insurance policies.

G. Bidder understands that the Owner reserves the right to reject any or all bids and to waive any minor informalities in the bidding prices.

H. Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

I. The bidder hereby certifies it shall comply with the minority workforce ratios and specific action contained in the City of Lowell Ordinances governing employment, City of Lowell Minority Business Enterprise Program and the Americans with Disabilities Act. The contractor receiving the award of the contract shall be required to obtain from each of its subcontractors and submit to the contracting or administering agency prior to the performance of any work under said contract a certification by said

subcontractor, regardless of tier, that it will comply with same.

J. The bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 days (excluding weekends and holidays) after the scheduled closing time for receiving bids.

K. The bid security attached in the sum of (\$ _____) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

L. The undersigned hereby certifies that s/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.

M. As required by M.G.L. c. 62C, §49A, the undersigned certifies under the penalties of perjury that the bidder has complied with all laws of the commonwealth relating to taxes. The undersigned hereby 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 provision of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

N. The undersigned agrees to commence work on the Contract within seven (7) calendar days from receipt of written notice to proceed issued by the Owner and to thereafter diligently and continuously carry on the work. He agrees to substantially complete the work of this Contract on or before the date of substantial completion set forth in the Contract Agreement.

Date _____

BY:

(Signature)

(Name of General Bidder)

(Title)

(Business Address)

(City and State)

Hamilton Canal Innovation District
Parking Structure
Lowell, MA

Walker Consultants
Addendum No. 2 Construction Documents
September 21, 2018 ~~June 26, 2018~~

END OF SECTION 004100