

**LEGAL NOTICE**  
**TOWN OF EASTHAM**  
**INVITATION TO BID**

**Concrete Flatwork at Fuel Dock and Transfer Station**

The Town of Eastham will accept sealed bids for the installation of Concrete Flatwork, including steel reinforcement, at the Town Fuel Dock and Transfer Station Construction and Demolition Debris area. Bids will be accepted until **Thursday, February 14, 2013 at 2:00 p.m.** at which time all bids will be opened and read publicly at Eastham Town Hall. Sealed bids must be submitted with the envelope clearly marked "Concrete Flatwork" on the outside and addressed to Town Administrator, Eastham Town Hall, 2500 State Highway, Eastham, MA 02642. Specifications and copies of this invitation to bid may be obtained from Vicky Anderson at the above address, by calling (508) 240-5900, or looking at the Town Website, [www.eastham-ma.gov](http://www.eastham-ma.gov). All bids must be received by the time and date indicated, on official bid form, and in the manner prescribed to be eligible for consideration. Late, fax, or E-mail bids will not be considered. The Town Administrator reserves the right to accept and/or reject any bids and waive any informalities in bidding procedures to the extent allowed by law and make the awards as may be deemed to be in the best interest of the Town. AA/EOE

Sheila Vanderhoef  
Town Administrator  
Chief Procurement Officer

**INVITATION TO BID**  
**(Notice to Bidders)**

**TOWN OF EASTHAM**  
**Concrete Flatwork at Fuel Dock and Transfer Station**

The Town of Eastham will accept sealed bids for the installation of Concrete Flatwork at the town Fuel Dock and Transfer Station Construction and Demolition Debris area. Bids will be accepted until **Thursday, February 14, 2013 at 2:00 p.m.** at which time all bids will be opened and read publicly at Eastham Town Hall. Sealed bids must be submitted with the envelope clearly marked "Concrete Flatwork" on the outside and addressed to Town Administrator, Eastham Town Hall, 2500 State Highway, Eastham, MA 02642. Specifications and copies of this invitation to bid may be obtained from Vicky Anderson at the above address, by calling (508) 240-5900, or looking at the Town Website, [www.eastham-ma.gov](http://www.eastham-ma.gov). All bids must be received by the time and date indicated, on official bid form, and in the manner prescribed to be eligible for consideration. Late, fax, or E-mail bids will not be considered. The Town Administrator reserves the right to accept and/or reject any bids and waive any informalities in bidding procedures to the extent allowed by law and make the awards as may be deemed to be in the best interest of the Town. AA/EOE

General bids must be accompanied by a **certified or bank check or bid bond**, subject to the conditions provided in the Instructions to Bidders. The amount of the bid deposit shall be an amount of five percent (5%) of the Bidder's maximum total bid price, payable to the Town of Eastham, Massachusetts. The bid security will be retained until the successful bidder has executed the contract with the Town, whereupon it will be returned. If the bidder fails to execute the contract and provide the information within five (5) working days of the Notice of Award, the Town may annul the award and the bid security will be forfeited.

A bid may not be withdrawn by the bidder for a period of sixty (60) days, excluding Saturdays, Sundays and legal holidays, after the day of the bid opening.

A **Labor and Materials Bond (Payment Bond)** for 50% of the full amount of the Contract will be required by the Town of Eastham to ensure the faithful performance of the Contract. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by the required Contract Security.

Proposals which do not include a properly completed **"Certificate of Non-Collusion"** pertaining to Non-Collusion, etc., will be declared invalid.

The Town of Eastham reserves the right to accept or reject any or all bids, to waive any informalities, to amend any specifications or to accept any portion of a bid it deems to be in the best interest of the Town.

This is not an exclusive contract to provide services or materials to the Town. The Town reserves the right to contract for similar services or materials.

Attention is directed to the minimum wage rates to be paid on this project as established by the Commissioner of Labor and Industries pursuant to the provisions of Massachusetts General Laws Chapter 149, Sections 26 to 27D inclusive, as amended (see attached pages).

All workers must provide proof of completion of an OSHA Construction Safety Course as required under M.G.L. Chapter 30, Section 39S.

### **Mandatory pre-bid conference/site visit**

Attendance at a pre-bid conference/site visit is required prior to bidding this project to insure full knowledge of the project. Bids received from bidders that have not attended the pre-bid conference/site visit will not be accepted. The pre-bid conference shall begin at **2 PM on Tuesday, January 22, 2013**, and will be held in the DPW office located at 555 Old Orchard Road.

### **Standards and Specifications**

All work shall be in accordance with the 1988 Commonwealth of Massachusetts Highway Department Standard Specifications for Highways and Bridges, the Massachusetts Highway Department 1977 Construction Standards, and the General Conditions, Special Provisions, and plans attached hereto.

### **Employment Practices.**

During the performance of this project, the Bidder and all of his Subcontractors, for himself, his assignees, and successors in interest, agree as follows: **The Bidder, in the performance of all work during, after, and prior to completion of work under this Agreement, will not discriminate on grounds of race, color, religious creed, national origin, age or sex in employment practices, in the selection or retention of subcontractors, or in the procurement of materials and rentals of equipment. (Fair Employment Practices Law of the Commonwealth M.G.L. Chapter 151B.)** The Bidder by signing this Agreement agrees to abide by the above paragraph to the best of his/her ability.

Hiring preferences for Veterans, Residents of Massachusetts, and Workers' compensation coverages shall be in accordance with M.G.L. c. 149, S. 26-27

### **Prevailing Wage**

The contractor shall be prepared to submit proof of payment of Prevailing Wages as detailed on the Minimum Wage Rate Scale included in this bid package. Weekly submission of a certified payroll will be required.

### **Scope of Work**

The project consists of the installation of two concrete pads with steel reinforcement.

A fueling pad with grooves will be installed at the Town's fuel depot located at 555 Old Orchard Road, Eastham MA. Vehicles and heavy equipment will park on this pad when fueling. It must meet DEP requirements for spill control.

A construction and demolition pad located at the transfer station at 255 Old Orchard Road, Eastham MA. It will be used for storing and breaking up Construction and Demolition Debris and storage of roll-off containers. Heavy Equipment will operate on this pad

The Town shall:

- Provide a level sub grade which has been compacted

- Supply the pile of rebar and reinforcing material which is available next to the fuel depot

- Backfill after the contractor strips forms

The Contractor shall:

- Verify the compaction and elevation of the sub grade
- Inventory the steel and supply any additional steel, ties, etc. needed to complete the project
- Form the pads
- Install the reinforcing steel in accordance with the plans
- Supply and pour and finish all concrete
- Strip all forms and dispose of all debris

### **Materials**

CONTRACTOR shall furnish written information to OWNER stating the original sources of all materials manufactured away from the actual site of the Work. In order to insure a proper time sequence for required inspection and approval, this information shall be furnished at least one week in advance of the incorporation in the Work of any such materials. This shall include the concrete mix design and any proposed cold weather additives. No material shall be placed without prior approval by the owner.

### **Quality Assurances**

All work shall comply with all governing codes/regulations/laws. Provide products of acceptable manufacturers which have been in satisfactory and similar use for at least three (3) years. Installers must be experienced and qualified. All materials must be handled, delivered and stored in accordance with manufacturer's instructions.

If cold weather work is proposed, the contractor shall document procedures for the owner's approval.

### **Schedule**

The Towns of Eastham and Wellfleet will have to fuel vehicles – including Police, Fire, and DPW elsewhere during the construction of the fuel pad. As such, the schedule for the construction of this pad is much more critical than for the construction and demolition debris (C&D) pad. The contractor shall, therefore, focus their effort on the fuel pad. No work may take place on C&D pad unless work is complete or underway on the fuel pad. The fuel pad shall be poured as soon as possible after reinforcing work is complete.

The Contractor shall provide a schedule within five (5) working days of receiving a Notice to Proceed. The schedule shall state curing time requirements.

All work must be complete by May 1, 2013

Work is restricted to a normal eight-hour day, five-day week, with Contractor and all subcontractors working on the same shift. The Town may consider extended hours and days of work. Final decision for extended hours and days will be made by the Town only.

### **Progress of Work**

In accordance with the approved schedule, the Contractor shall promptly start and continue actual construction work under this Contract with the necessary equipment to properly execute and complete this Contract in the specified time. No cessation of Contractor's operations will be allowed without the approval of the Town's agent. The rate of progress shall be satisfactory to the Town's Agent.

### **Inspections**

The Contractor shall not pour any concrete until the reinforcing and form work been inspected and approved by the Town.

**Changes in the Work**

The OWNER without invalidating the Contract may order Changes in the Work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by written Change Order signed by the OWNER or the Engineer as their duly authorized agent.

The Contract Sum and the Contract Time may be changed only by Change Order.

The cost or credit to the OWNER from a Change in the Work shall be determined by mutual agreement.

**Protection of Town Property**

The Contractor shall secure the area at night with cones and barricades provided by the town.

The Contractor shall take care not to damage the above ground fuel system, conduits and the retaining wall at the transfer station.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals for doing all the work involved in protecting or repairing property as specified in this section, shall be considered included in the lump sum price and no additional compensation will be allowed therefore.

**Cleanup and Disposal**

Cleanup shall be done on a daily basis. The Contractor shall ensure that all safety marking and warning devices are in place prior to leaving any job, to the satisfaction of the Owner. During the course of the Work, the Contractor shall keep the site of operations in as clean and neat condition as possible.

The Contractor shall legally dispose of all residues resulting from the construction work and, at the conclusion of the work shall remove any refuse remaining from the construction operations, and shall leave the entire site of the work in a neat and orderly condition.

The contractor may dispose of debris from this project at the transfer station and clean out concrete trucks on the site.

**Emergency Contacts**

The Contractor shall maintain a 24-hour, 7-day a week telephone service and a local facility to handle emergency requirements. A list of personnel and their telephone numbers shall be submitted to the Town.

**Termination of Contract**

The OWNER reserves the right to terminate this Contract whenever it deems that the CONTRACTOR is in violation of laws, regulations and/or provisions of this Contract.

**Insurance**

The contractor shall carry and maintain insurance, as required by applicable laws and regulations, but not less than specified below and in such form as shall protect the Town from all claims and liability for damage and personal injury, including accidental death, and for property damage which may arise from the

operations covered under this agreement. The minimum coverage and amounts of such insurance shall be as follows:

**COMPREHENSIVE GENERAL LIABILITY**

Bodily Injury	\$1,000,000 Each Occurrence
	\$3,000,000 Aggregate
Products Completed Operations	\$3,000,000 Aggregate

**PROFESSIONAL MALPRACTICE/ERRORS AND OMISSIONS INSURANCE POLICY**

	\$1,000,000 per Claim
	\$2,000,000 Aggregate

**AUTOMOBILE LIABILITY**

Bodily Injury and Property Damage	\$1,000,000 Each Occurrence
CSL	

**UMBRELLA POLICY**

General Liability	\$2,000,000
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**WORKER'S COMPENSATION**

As Required by Massachusetts General Laws	\$500,000 Each Accident
	\$500,000 Contract Limit
	\$500,000 Each Employee

The policies shall be so written that the Town of Eastham will be notified of cancellation at least thirty (30) days prior to the effective date of such cancellation. A Certificate of Insurance from the insurance carrier, stating the limits of liability and the expiration date, shall be filed with the Town before operations may commence. The Town will be noted as an additional insured on the certificate.

**Indemnification**

The successful bidder shall agree to indemnify and hold harmless the Town of Eastham and its officers, employees, boards, commissions, agents, and representatives from and against all claims, causes of actions, suits, damages, and liability of any kind which arise out of the acts, negligence, or willful misconduct of the successful bidder or its officers, employees, agents and representatives.

**Taxes**

State taxes will be excluded from all General and Sub-bids. Exemption Certificate #046001140 shall be used in lieu thereof. CONTRACTOR shall pay all taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the project which are applicable during the performance of the Work.

## **Method of Payment**

Construction of this Project will be paid for at the Contract Lump Sum Price, which price shall include all labor, materials (new), equipment, power, disposal fees, and incidental costs required to complete this work in accordance with the contract documents. CONTRACTOR shall submit Applications for Payment in accordance with Town of Eastham procedures.

Progress Payments: OWNER shall make progress payments for Work completed by CONTRACTOR and accepted by OWNER. When the fuel pad is completed, the project will be considered 1/3 complete.

Final Payment: Upon final completion and acceptance of the Work, OWNER shall pay the remainder of the Contract Price.

## **Evaluative Criteria**

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof. Owner reserves the right to reject any and all Bids, to waive any and all informalities and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsive or conditional Bids. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

In evaluating Bids, Owner shall consider the qualifications of the Bidders (including past performance for the Owner), whether or not the Bids comply with the prescribed requirements, and lump sum price if requested in the Bid forms. Owner shall award the contract to the lowest, qualified, responsive and responsible Bidder. A total of two negative or poor references (or one negative or poor reference within the last 6 months), or poor performance on past projects for the Owner shall constitute a reason to consider a Bidder non-responsible.

Owner may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations must be submitted as provided in the Supplementary Conditions. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by Owner.

Owner may conduct such investigations as he deems necessary (including but not limited to requesting a list of all projects completed by a Bidder) to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders, proposed Subcontractors and other persons and organizations to do the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

Owner reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.

If the contract is to be awarded it will be awarded to the lowest, qualified, responsible, and responsive Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project.

## **SUBMISSION REQUIREMENTS**

All bids for consideration must be received no later than the date and time indicated, and in the manner prescribed to be eligible for consideration. Late, faxed, and/or e-mail proposals will not be accepted.

Bids should be addressed and marked as follows:

**Chief Procurement Officer**

**Eastham Town Hall**

**2500 State Highway**

Eastham, MA. 02642 “BID: Concrete Flatwork at Fuel Dock and Transfer Station”

**Bids are to be received no later than 2:00 PM on Thursday, February 14, 2013, at which time and place bids will be opened and recorded.**

**TOWN OF EASTHAM**  
**INVITATION TO BID**  
**Concrete Flatwork at Fuel Dock and Transfer Station**

**BID**

BID IDENTIFICATION:     **Concrete Flatwork at Fuel Dock and Transfer Station**

THIS BID SUBMITTED TO:

Chief Procurement Officer  
Eastham Town Hall, 2500 State Highway  
Eastham, MA 02642

1.     The undersigned BIDDER proposes and agrees, if the Bid is accepted to enter into an Agreement with OWNER, to complete all Work as specified or indicated in the Contract Documents for the Contract Lump Sum Price(s) during the Contract period of **December 15, 2012 – May 1, 2013**, and in accordance with the Contract Documents.
2.     This Bid will remain open for sixty (60) days after the day of Bid opening. BIDDER will sign the Agreement and submit other documents (e.g. Bonds, Insurance Binders) required by the Contract Documents within five (5) working days after the date of OWNER'S Notice of Award.
3.     In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
  - 3.1     BIDDER has examined copies of all the Bid Documents and of the following addenda:

Date	Number
(receipt of all of which is hereby acknowledged)	
  - 3.2     BIDDER has examined the legal requirements (federal, state and local laws, by-laws, rules and regulations) and the conditions affecting cost, progress of performance of the Work and has made such independent investigations as BIDDER deems necessary.
  - 3.3     This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation, and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over OWNER
4.     BIDDER will complete all the Work assigned for the Lump Sum Price(s) listed in the Bid Form.
5.     BIDDER agrees that Work will conform to all Federal, State and local requirements, and will be fully completed as follows by **May 1, 2013**.

6. Communications concerning this Bid shall be addressed to:

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Bidder's Contact Person: \_\_\_\_\_

7. Bid comparison will be based on the lump sum bid in accordance with the evaluation criteria in the bid document

8. 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.

9. The undersigned hereby certifies that all employees to be employed at the work site 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 as required under M.G.L. Chapter 30, Section 39S 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.

SUBMITTED on \_\_\_\_\_, 2013.

\_\_\_\_\_  
Name and Signature

**LUMP SUM BID**

To install Concrete Flatwork at Fuel Dock and Transfer Station as described herein:

**Lump Sum Bid**

\_\_\_\_\_ .....\$ \_\_\_\_\_  
(Written in Words) (In Figures)

**TOWN OF EASTHAM**  
**INVITATION TO BID**  
**Concrete Flatwork at Fuel Dock and Transfer Station**

**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 the 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 signing bid

\_\_\_\_\_  
Business Name

**STATEMENT OF TAX COMPLIANCE**

Pursuant to MGL. Chapter 62C, Section 49 A, I hereby certify under penalties of perjury that I, to my best knowledge and belief, have complied with all laws of the Commonwealth of Massachusetts relating to taxes.

\_\_\_\_\_  
Social Security or Federal Identification Number

\_\_\_\_\_  
Signature of individual signing bid