

SECTION 00300

BID FORM

PART 1 GENERAL

1.01 SCHEDULE OF BID ITEMS

- A. The following Schedule of Bid Items shall be completed in ink or typewritten. All item prices must be entered in both words and figures and extended by the Bidder. In case there is a discrepancy between the item prices shown in words and figures, the amount shown in words shall govern. In case there is a discrepancy between the total bid price and the correct extension and the sum of the amounts for each bid item, the latter will govern.
- B. Where the Schedule of Items consists of more than one (1) item, the total bid price for the Contract, calculated as above and entered at the end of the schedule, is not a part of the Bid, but is to be used solely for the comparison of bids to determine the apparent low bidder.
- C. Failure to submit a formal Bid in accordance with the requirements of the Section 00100 INSTRUCTIONS FOR BIDDERS will be considered sufficient grounds for rejection of the entire Bid Proposal.
- D. Bidders must fill in a price for all items in the bid.
- E. ALL QUANTITIES IN THE BID FORM ARE ESTIMATED FOR COMPARISON OF BIDS.

1.02 DEFINITIONS OF TERMS AND ABBREVIATIONS USED IN THE BID

- A. Where any of the following abbreviations are used in the Bid, they shall have the meaning set forth opposite each.

Alt.	Alternate	Min.	Minimum
AC	Asbestos-Cement	M.H.	Manhour
CIP	Cast Iron Pipe	N/A	Not Applicable
CMP	Corrugated Metal Pipe	PE	Polyethylene
C.F.	Cubic Foot	psi	Pounds per Square inch
C.Y.	Cubic Yard	PVC	Polyvinylchloride
D.I.	Ductile Iron	R.C.	Reinforced Concrete
DIP	Ductile Iron Pipe	RCP	Reinforced Concrete Pipe
Dia.	Diameter	R.O.W.	Right of Way
EA	Each	SDR	Standard Dimensional Ratio
F.A.	Fees Allowance	S.F.	Square Foot
HDPE	High Density Polyethylene	S.Y.	Square Yard
lbs.	Pounds	T.N	Ton
L.F.	Linear Feet	V.C.	Vitrified Clay
L.S.	Lump Sum	V.F.	Vertical Feet
		w/	with

**CONTRACT # 2243**  
**“WARNER’S POND RESTORATION PROJECT”**

The undersigned declares that the only persons or parties interested in this Bid as principals are as stated; that the Bid is made without any collusion with other persons, firms, or corporations; that all the Contract #2243 documents have been carefully examined; that the undersigned is fully informed in regard to all conditions pertaining to the Work and the place where it is to be done, and from them the undersigned makes this Bid. These prices shall cover all expenses incurred in performing the Work required under the Contract Documents, of which this Bid Form is a part.

Bids for this Contract are subject to the provisions of M.G.L. Chapter 30, Section 39M.

If a **Notice of Award** accompanied by at least three unsigned copies of the Agreement and all other applicable Contract Documents is delivered to the undersigned within forty-five days, excluding Saturdays, Sundays, and legal holidays after the actual date of the opening of the Bids, the undersigned will within five days, excluding Saturdays, Sundays, and legal holidays, after the date of receipt of such notification, execute and return all copies of the Agreement and all other applicable Contract Documents to OWNER. The premiums for all Bonds required shall be paid by CONTRACTOR and shall be included in the Contract Price. The undersigned Bidder further agrees that the Bid Security accompanying this Bid shall become the property of OWNER if the Bidder fails to execute the Agreement as stated above.

Accompanying this Bid in a separate attached envelope is a certified bid bond or check, for 5% of the bid, payable to the Town of Concord to secure said Town against the failure of the undersigned to execute the Contract and furnished satisfactory bonds under the Conditions and within the time specified in this Bid.

The undersigned hereby agrees that the Contract Time shall commence ten days following the Effective Date of the Notice to Proceed and to advance the Work to substantial completion within **two hundred twenty-nine (229)** Calendar Days following the Effective Date of Notice to Proceed, in accordance with the terms as stated in the Agreement.

The undersigned acknowledges receipt of addenda numbered:

#1 - August 29, 2022

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Within five (5) days from the date of the “Notice of Award” (excluding Saturdays, Sundays and legal holidays), the Contractor has to execute the Contract and to furnish the Town a satisfactory Performance Bond and Labor and Material Payment Bond as set forth in Specification Section 00100 “INSTRUCTIONS FOR BIDDERS”.

**Contract #2243 Bid Form**

Town of Concord Warner's Pond Restoration Project

ITEM NO.	QUANTITY	UNIT	BASE BID		AMOUNT
			ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE	
1		LS	Mobilization/Demobilization AT <u>Nine Hundred Thousand Dollars and Zero Cents</u> Per Lump Sum	\$900,000.00	\$900,000.00
2		LS	Temporary Erosion and Sedimentation Controls AT <u>One Million Four Hundred Thousand Dollars and Zero Cents</u> Per Lump Sum	\$1,400,000.00	\$1,400,000.00
3		LS	Commonwealth Avenue Access Improvements AT <u>Thirteen Thousand Dollars and Zero Cents</u> Per Lump Sum	\$13,000.00	\$13,000.00
4		LS	Site Restoration AT <u>Three Hundred Thousand Dollars and Zero Cents</u> Per Lump Sum	\$300,000.00	\$300,000.00
5		LS	Wetland Shelf Planting AT <u>Eighty Five Thousand Dollars and Zero Cents</u> Per Lump Sum	\$85,000.00	\$85,000.00
6		LS	Invasive Species Removal AT <u>Thirty Five Thousand Dollars and Zero Cents</u> Per Lump Sum	\$35,000.00	\$35,000.00
7	5,000	CY	Dredging North Dredge Area & Wetland Shelf Creation AT <u>Forty Five Dollars and Zero Cents</u> Per Cubic Yard	\$45.00	\$225,000.00
8	30,800	CY	Dredging South Dredge Area AT <u>Twenty Five Dollars and Zero Cents</u> Per Cubic Yard	\$25.00	\$770,000.00
9	100	TN	Dredged Debris Removal AT <u>One Hundred Eight Dollars and Zero Cents</u> Per Ton	\$108.00	\$10,800.00
10	32,000	CY	Processing Dredge Material AT <u>Thirty Dollars and Zero Cents</u> Per Cubic Yard	\$30.00	\$960,000.00
11	43,200	TN	Transport and Disposal of Non-Contaminated Materials at Licensed Disposal Location AT <u>One Hundred Five Dollars and Zero Cents</u> Per Cubic Yard	\$105.00	\$4,536,000.00
12	3,200	CY	Transport and Disposal of Non-Contaminated Materials at Sediment Disposal Area AT <u>Forty Dollars and Zero Cents</u> Per Cubic Yard	\$40.00	\$128,000.00
13	630	TN	Transportation and Disposal of Contaminated Material AT <u>One Hundred Twenty Dollars and Zero Cents</u>	\$120.00	\$75,600.00

			Per Ton		
14	400	TN	Loam AT <u>One Hundred Twenty Dollars and Zero Cents</u> Per Ton	\$120.00	\$48,000.00
15	400	TN	Sand AT <u>One Hundred Fifteen Dollars and Zero Cents</u> Per Ton	\$115.00	\$46,000.00
16	90	CY	Gravel Access Road AT <u>One Hundred Dollars and Zero Cents</u> Per CY	\$100.00	\$9,000.00
17	46	TN	Asphalt Disposal AT <u>Fifty Dollars and Zero Cents</u> Per Ton	\$50.00	\$2,300.00
<b>TOTAL BASE BID</b> Nine Million Five Hundred Forty Three Thousand Seven Hundred Dollars and Zero Cents					\$9,543,700.00

\*NOTE: Alternative Proposed Schedule – Please see Note and Alternative Proposed Schedule attached on the following pages.

Amounts shall be shown in both words and figures, where indicated. In case of discrepancy, the amount shown in words will govern.

The undersigned agrees that extra work, if any, will be performed in accordance with Article 10 of the General Conditions and Supplementary Conditions and will be paid for in accordance with Article 11 of the General Conditions and Supplementary Conditions.

A Payment Bond in the amount of 50% of the total contract price shall be provided by the Contractor.

The above prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance and incidentals required to complete the Work.

The names and residences of all persons and parties interested in the foregoing Bid as principals are as follows:

(Give first and last names in full. In the case of a corporation and/or partnership - see Paragraph 1.03 C of Section 00100 Instructions to Bidders.)

Robert L. Delhome, President

500 Harrison Avenue, Suite 4R

Boston, MA 02118

Pursuant to M.G.L. Ch. 62C, sec. 49A, I certify under the penalties of perjury that the undersigned contractor, to my best knowledge and belief, has filed all state tax returns; has complied with all Massachusetts laws relating to taxes, reporting of employees and contractors, withholding and remitting child support, and paid all state taxes required under law.

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.

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 section, the word "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

**\*Charter Contracting Company, LLC - Alternative Proposed Schedule**

Please note, that in accordance with Addendum 01, response to Question 5, due to the work hour restrictions and the time required to properly decant the sediment in the geotubes, it is not feasible to complete the project by the substantial completion date of April 7, 2023. Therefore, with this Bid, Charter is providing an Alternative Proposed Schedule (attached) that identifies a realistic schedule for the execution and completion of the project. We have assumed Contract Award October 1, 2022, mobilization November 1, 2022, demobilization May 29, 2023, for an estimated schedule of 7 months to complete the project.