TOWN OF ACTON
GENERATOR UPGRADE AT
DISTRICT ONE & TWO FIRE STATIONS
Acton, MA

AUGUST 29, 2013

PREPARED BY:

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GENERATOR UPGRADE
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ACTON, MA

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GENERATOR UPGRADE
AT DISTRICT ONE & TWO FIRE STATIONS
ACTON, MA

FORM OF GENERAL BID

TO THE AWARDING AUTHORITY

A.The undersigned proposes to furnish all labor and materials required for Generator Upgrade at District One & Two Fire Stations, for the **Town of Acton** in Acton.
PROJECT TOWN
Massachusetts in accordance with Contract Documents prepared by Garcia, Galuska & DeSousa, Inc.

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

B. This bid includes addenda number (s) _____

C. **The proposed contract price is:**

_____ Dollars $ _____
Bid Amount in Words **Bid Amount in Numbers**

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.**

TOTAL OF ITEM 1 .....$ _____

ITEM 2. Sub-bids as follows:

Sub-trade	**Name of Filed Sub-bidder**	**Sub-bid Amount**	**Bond Required** **Yes** **No**

TOTAL OF ITEM 2..... **$ _____**

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 selected as general contractor, they 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-bi8dders 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.

D. The undersigned agrees that, if 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.

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 penalties of perjury that his 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 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.

_____

Name of General Bidder

Signature ☞

BY: _____

Signature & Title of person signing bid

Date: _____

_____

Business Address

_____

(City and State)

Note: If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of partners if different from business addresses.

TOWN OF ACTON
GENERATOR INSTALLATIONS AT FIRE STATION 1 & 2
INVITATION FOR BID # 9/19/13-936

The Town of Acton, Massachusetts, Office of the Town Manager, will receive sealed bids for furnishing and installing two new generators.

The Town of Acton, Massachusetts, Office of the Town Manager, will receive sealed bids for furnishing and installing a new generator at Fire Station 1 located at 7 Concord Road and Fire Station 2 located at 52 School Street, Acton. General bids are due at **2:00PM** on **Thursday September 19, 2013** at the Office of the Town Manager, 472 Main St, Acton, MA 01720 at which time they will be publically opened and read.

Interested contractors should contact Dean A. Charter, MCPPO, Municipal Properties Director, at 978-929-7744 or dcharter@acton-ma.gov for more information. Plans and specifications will be available at Garcia, Galuska & DeSousa Inc, 370 Faunce Corner Road, Dartmouth, MA 02747 after 8 AM on Thursday, August 29, **2013**. A pre-bid walk through will be held at **2:00PM** on **Wednesday September 11, 2013**, **starting at Center Fire Station (Station 1, 7 Concord Road) then Station 2 (52 School Street)**. DCAM certifications are required for general contractor.
The minimum wages to be paid for all labor on the project are established in a schedule issued by the Commissioner of Labor and Industries, in accordance with Section 26A - 27D inclusive, of Chapter 149 of the M.G.L., as amended, said schedule being made a part of the Contract Documents and is included therein.

All workers employed on the project must provide proof of completion of an “OSHA-10” Construction Safety Course, as required under Chapter 30, Section 39S of the Massachusetts General Laws.

Materials, equipment and supplies to be used on this project are exempt from sales tax to the extent provided by M.G.L. Chapter 64H, Section 6(f).

Every Bid shall be accompanied by a bid deposit, in an amount not less than five percent (5%) of the bid amount, in the form of a certified check; or a treasurer's check; or a cashier's check; issued by a responsible bank or trust company, made payable to the Town of Acton; or a bid bond in a form satisfactory to the Town of Acton, with a surety company qualified to do business in the Commonwealth of Massachusetts

The Town reserves the right to reject any or all bids, wholly or in part, and to make awards in a manner deemed in the best interest of the Town.

Steven L. Ledoux
Town Manager

INSTRUCTIONS TO BIDDERS

USE OF SEPARATE BID FORMS

Attention is directed to the fact that these specifications include a complete set of Bidding and Contract forms. These forms are for the convenience of Bidders and are not to be detached from the specifications or filled out or executed. Copying of these forms for the purpose of submitting bid is allowed.

BID FORM

All bids must be prepared in conformity with and shall be based upon and submitted subject to all requirements of the specifications together with all addenda thereto.

Documents shall be enclosed in the manner indicated in the INVITATION FOR BIDS.

INTERPRETATIONS

No oral interpretation will be made to any Bidder as to the meaning of the specifications, including any drawings. Every request for such an interpretation shall be made in writing to Garcia • Galuska • DeSousa, 370 Faunce Corner Road, Dartmouth, MA 02747. Any inquiry received five or more days prior to the date fixed for opening of bids will be evaluated and a determination will be made as to whether an addendum is to be issued. Every interpretation made to a Bidder will be in the form of an addendum to the specifications which will be mailed to each Bidder but it shall be the responsibility of the Bidder to make inquiry as to addenda issued. All such addenda shall become part of the Contract and all Bidders shall be bound by such addenda, whether or not received by the Bidders.

EXAMINATION OF DOCUMENTS

Bidders shall thoroughly examine and be familiar with the Contract Documents and site. The failure or omission of any Bidder to receive or examine any form, instrument or document or to visit the site and acquaint himself with conditions there existing shall not relieve any Bidder from any obligation with respect to his bid.

CERTIFICATE OF ELIGIBILITY AND UPDATE STATEMENT

A bid which is not accompanied by a copy of the Bidder's certificate of eligibility issued by the Division of Capital Asset Management of the Commonwealth of Massachusetts and an update statement in such form as said Commissioner has prescribed shall be invalid.

BID DEPOSIT

The bid must be accompanied by a bid deposit which shall be 5% of the bid price and must be in the form stipulated in the Invitation for Bids for the work. No bid will be considered unless it is so accompanied. The bid deposit shall insure the execution of the Contract by the successful Bidder, all as required by the Bidding and Contract Documents.

TIME FOR RECEIVING BIDS

Bids will be received at the place and time stipulated in the "INVITATION FOR BIDS".

Bids received prior to the time set for receipt will be securely kept unopened. The Owner will decide when the specified time for opening bids has arrived. Any bid, received after the time fixed for receipt of bids, will not be accepted. No responsibility will attach to the Owner for premature opening of a bid not properly addressed and identified.

WITHDRAWAL OF BIDS

Bids may be withdrawn only on written request of the Bidder and delivered to the Owner in the normal course of business prior to the time fixed for opening of bids. Negligence on the part of the Bidder in preparing his bid confers no right of withdrawal or modification of his bid after such bid has been opened. No bid may be withdrawn for a period of thirty (30) days Saturdays, Sundays, and legal holidays excluded, after the opening of bids

AWARD OF CONTRACT AND REJECTION OF BIDS

The Contract will be awarded to the lowest responsible and eligible Bidder.

The Owner reserves the right to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the public interest.

PERFORMANCE AND PAYMENT BONDS

Subsequent to the award of the Contract and within five (5) days Saturdays, Sundays, and legal holidays excluded after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the Owner a Contract in the form stated in the bidding documents in such a number of separate identical parts as the Owner may require.

Having satisfied all conditions of award as set forth elsewhere in these documents, the successful Bidder shall, within the period specified above, furnish performance and payment bonds in a penal sum of One Hundred (100) percent each of the amount of the Contract as awarded, as security for the faithful performance of the Contract and for the payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, material, tools, equipment, or services of any nature, employed or used by him in performing the work. Such bonds shall be in the form included in the specifications.

In the event of the failure of the successful Bidder to execute such Contract and to provide the required bonds within five (5) days Saturdays, Sundays, and legal holidays excluded after the prescribed forms are presented for signature, the Owner will award the Contract to the next lowest responsible and eligible Bidder.

Bidders shall include the cost of the above bonds in their bid.

TIME FOR COMPLETION AND LIQUIDATED DAMAGES

The work shall commence at the time stated in a notice to proceed given by the Owner to the Contractor. The successful bidder must agree to commence work upon receipt of the Notice to Proceed from the Owner and shall be Completed no later than 120 days from date of commencement in accordance with the requirements included hereinafter. Notice to proceed may be given to the Bidder on any date after the Bidder has executed the Contract and furnished his performance and payment bonds and evidence satisfactory to the Owner of required insurance coverages.

Owner and Contractor recognize that time is of the essence of the Contract and that Owner will suffer financial loss if the work is not substantially complete within the time specified, plus any extensions thereof allowed by change orders as a result of changes in the work. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the work is not substantially complete on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages, but not as a penalty, Contractor shall pay Owner Five Hundred Dollars ($500.00) for each day that expires after the time specified for substantial completion until the work is substantially complete.

PRICES

In the event of discrepancy between the prices quoted in the bid in words and those quoted in figures, the words shall control. The prices shall include the furnishing of all material, equipment, tools, and all other facilities, and the performance of all labor and services necessary or proper for the completion of the work, including transport, in full conformity with the provisions of the Contract Documents.

CO-OPERATION

It shall be the responsibility of the Contractor to coordinate the work of this Contract and to co-operate and work in harmony with all other Contractors to whom the Owner may award Contracts for work at the site of this project, to the best interests of the Owner and so that all the work at the project site shall be executed properly and completely in a manner satisfactory to the Owner. The Contractor's attention is called to other requirements specified under General Conditions of the Contract.

NON-DISCRIMINATION AND EQUAL OPPORTUNITY

The Contractor shall not discriminate on the basis of race, religion, color, sex, or national origin and shall take affirmative action to comply with Local, State, and Federal Laws in this regard.

CONTROLLING PROVISIONS

In the event of a conflict between the provisions of Massachusetts General Laws (Ter. Ed.) Chapter 149, Sections 44A to 44J, inclusive, and the provisions of the within Instructions to Bidders, the provisions of said Chapter 149, Sections 44A to 44J, inclusive, shall prevail.