

## INVITATION FOR BIDS

Sealed bids for **“Proposed By-Pass Roadway Construction, Narrows Road – Town of Freetown, Massachusetts”** will be received by the Town of Freetown at the Selectmen’s Office, Town Hall, 3 North Main Street, Assonet, Massachusetts 02702 until **2:00 P.M. on Thursday, September 30, 2010** and immediately thereafter will be publicly opened and read aloud. Bids received after such time will not be accepted. Sealed envelopes containing bids must be clearly marked in accordance with the General Requirements and Covenants of the Contract, as amended.

Each Bidder must possess a copy of the “1995 Massachusetts Highway Department Standard Specifications for Highways and Bridges”, and current supplemental specifications, in order to properly interpret the Contract Documents, prepare and submit bids, and understand contractual obligations.

The project bid consists of the construction of approximately 2,100 linear feet of 24-foot wide by-pass roadway including selective site clearing, roadway fine grading and paving along with drainage improvements, roadway striping, ancillary parking lot fine grading and paving.

The Town expects to pursue an expedited construction schedule beginning in mid-October and having the work substantially complete by the end of November 2010.

Contract Documents may be examined and/or obtained on or after **10:00 A.M. on Wednesday, September 22, 2010** at the Office of Field Engineering Co., Inc. 11D Industrial Drive, Mattapoisett, MA 02739; office phone: (508) 758-2749. A deposit of \$25.00 in check/money order only, payable to the “Town of Freetown”, will be required for each set of the Contract Documents, and will be refunded upon return of the Contract Documents in good condition within ten (10) days after bid opening. An original Form No. R-109 is required from the Massachusetts Highway Department for pre-qualification of all bidders and must be included with the submitted bid.

Each proposal must be accompanied by Bid Security in the form of cash, a bid bond, or a certified/cashier’s/ treasurer’s check issued by a responsible bank/trust company having offices in Massachusetts, payable to the “Town of Freetown” in an amount equal to five percent (5%) of the Bid Amount. A 100% Performance Bond and a 100% Payment Bond will be required of the successful bidder upon execution of the Agreement.

This Contract is subject to the Commonwealth of Massachusetts State Office of Minority and Women Business Assistance (SOMWBA) Affirmative Marketing Participation Goals of 7.4% for certified Minority Business Enterprises (MBEs) and 4.0% for Women Business Enterprises (WBEs). These goals may potentially be reduced or waived by the Awarding Authority through a written request by the Bidder demonstrating that the goals are not feasible for a non-MBE or non-WBE general Bidder to meet. This may be done by following the current SOMWBA guidelines and demonstrating that good faith efforts have been made to comply with the participation goals.

This Contract is being bid under the provisions of Section 39M, Chapter 30 of the Massachusetts General Laws (MGL). Wages are subject to minimum prevailing wage rates per MGL, Chapter 149, Section 26 to 27D, inclusive, as amended. The Town of Freetown also reserves the right to waive any informality in the Proposal and to reject any and all bids.

By Order of:  
Freetown Board of Selectman  
Freetown, Massachusetts

Date: **September 14, 2010**

## **PROPOSAL**

TO THE TOWN OF FREETOWN, MASSACHUSETTS  
FOR THE  
“PROPOSED BY-PASS ROADWAY CONSTRUCTION –  
NARROWS ROAD”

The undersigned, as Bidder, declares that all persons or parties interested in this proposal as principals are named herein; that this Proposal is made without collusion or fraud with any person, firm or corporation; that he has carefully examined the location of the proposed work and has taken into consideration all difficulties likely to be met in doing the work; that he has carefully read and examined the Invitation for Bids, General Requirements and Covenants as amended, Special Provisions, Construction Details, Contract Plans, Appendices and all other portions of the Contract Documents and agrees that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work, and that he proposes and agrees to contract with the **Town of Freetown**, herein called Owner, in the form of a contract to be submitted to the Owner, to provide all insurance, plant, labor, machinery, tools, apparatus, and other means of construction, and to do all the work and furnish all the materials specified in the contract in the manner and time therein prescribed, and that he will take in full payment therefore, the amounts resulting from the unit and/or lump sum prices which he bids in the following tabulation, when multiplied by the quantities of work actually accomplished.

The foregoing bid prices shall include all labor, materials, equipment, tools, services, overhead, profit, insurance, supplies, and all other things and incidentals required to complete the work in accordance with the Contract Documents and, understanding the estimated quantities are given for the uniform comparison of bids and are subject to variation, said bid prices shall apply without change to such variation (increase, decrease, or omission) in the quantity of each or all item(s) the Owner deems necessary to complete the Contract or keep the Contract within the limits of available funds.

If this proposal shall be accepted by the Owner, the undersigned hereby agrees to execute and return all copies of the Agreement and all other applicable Contract Documents to Owner within ten (10) days of the Notice of Award. The premiums for all Bonds required shall be paid by Contractor and shall be included in the Contract Price. The undersigned 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, and agrees with the Owner that the amount of the bid security deposited with this Bid fairly and reasonably represents the amount of damages the Owner will suffer due to the failure of the Bidder to fulfill his agreements as above provided.

The undersigned hereby agrees that the Contract Time shall commence on the date specified in the Notice to Proceed and that he shall substantially complete the work in forty (40) calendar days thereafter in accordance with the terms as stated in the Agreement. The undersigned further agrees that from the compensation otherwise to be paid, the Owner may retain a sum equal to that stated in the General Requirements & Covenants and Section 8.11 of the "Amendments" to the General Requirements and Covenants for each day thereafter that the Work remains incomplete, which sum is agreed upon as liquidated damages which the Owner will sustain per diem by the failure of the undersigned to complete the Work at the time stipulated, and this sum is not to be construed in any sense as a penalty.

The undersigned bidder hereby certifies that he shall comply with the approved SOMWBA MBE/WBE participation goals and specific action steps required by this Contract unless said ratios are officially and legally waived. 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 the required participation goals and specific affirmative action steps contained in the Contract Documents unless officially waived as stated above.

In accordance with MGL Chapter 30, Section 39M, as amended, 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 in the work.

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.



## EXPERIENCE STATEMENT

All questions must be answered with clear and comprehensive data; if necessary, add additional pages.

1. How many years have you been engaged in the contracting of business under your present firm name? Also, state name and dates of previous firm name, if any.

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2. List work of a similar nature to that stated in the Bid Proposal, including references, contact persons and telephone numbers that will assist the Owner to judge experience, skill and business standing.

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3. List your contracts on hand showing gross amount of each contract and the approximate anticipated dates of completion.

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4. General character of work performed by your company.

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5. Have you ever failed to complete any work awarded to you?

\_\_\_\_\_ (Yes) \_\_\_\_\_ (No) If so, where and why? \_\_\_\_\_

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6. Have you ever defaulted on a contract? \_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

If so, where and why? \_\_\_\_\_

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7. Have the principal owners of your company ever failed to complete a contract or been defaulted while engaged in a similar type of business under a different name or different business entity? \_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

If so, attach a separate statement describing the situation in full.

8. List the more important contracts recently executed by your company, stating approximate cost for each, and the month and year completed.

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9. List your major equipment available for this contract.

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10. List your key personnel, such as Project Superintendent and foremen available for this contract.

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11. Name and address of banking institutions with whom you do business.

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Do you grant the Engineer permission to contact this (these) institutions?  
\_\_\_\_\_ (Yes) \_\_\_\_\_ (No).

12. Will you, if requested, furnish a detailed financial statement and any other such information: \_\_\_\_\_ (Yes) \_\_\_\_\_ (No).

13. The bidder hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Owner in verification of the statements contained in this Statement of Bidder's Experience: \_\_\_\_\_ (Yes) \_\_\_\_\_ (No).

**NON COLLUSIVE AFFIDAVIT**

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

\_\_\_\_\_  
(Name of Bidder as appearing in submitted proposal)

\_\_\_\_\_  
(Address of Contractor) (Zip Code)

\_\_\_\_\_  
(Telephone Number of Contractor)

and certified that of his own knowledge, said Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal. It is understood that the signing of this AFFIDAVIT is applicable to all bids being submitted for the fiscal year from \_\_\_\_\_ to \_\_\_\_\_.

\_\_\_\_\_  
(Date) (Signature and Title of Person Making Affidavit)

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
(Notary Public)

\_\_\_\_\_  
Commission Expires

