

SECTION 00 41 13

FORM FOR GENERAL BID

To the Awarding Authority:

A. The Undersigned proposes to furnish all labor and materials required for **Cottage Housing Relocation and Upgrades Project** in Truro, Massachusetts, in accordance with the accompanying plans and specifications prepared by Weston & Sampson Engineers, Inc. for the contract price specified below, subject to additions and deductions according to the terms of the specifications.

B. This bid includes addenda numbered _____.

C. The proposed contract price is _____ dollars (\$_____).

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 is:

Total Base Bid: _____ dollars

(in words)

(\$_____)

(in numbers)

Item 2 Sub-bids as follows:

Sub Trade	Name of Sub-Bidder	Bid Item	Amount	Bond Required "Y" or "N"
2a. Plumbing (Spec Section 22 00 01)		Base Bid		
2b. HVAC (Spec Section 23 00 01)		Base Bid		
2c. Electrical (Spec Section 26 00 01)		Base Bid		

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 it is selected as general contractor, it 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-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 it is selected as general contractor, it 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 it 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 it will comply fully with all laws and regulations applicable to awards made subject to section forty-four A.

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. The word "person"

shall mean any natural person, joint venture, partnership, corporation or other business or legal entity which sells materials, equipment or supplies used in or for, or engages in the performance of, the same or similar construction, reconstruction, installation, demolition, maintenance or repair work or any part thereof.

The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth of Massachusetts under the provisions of Section Twenty-Nine F of Chapter Twenty-Nine, Section 25C (10) of Chapter 152 (workers' compensation) or any other applicable debarment provisions of any other Chapter of the General Laws or any rule or regulations promulgated thereunder; and is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

The Bidder hereby agrees that if selected as the Contractor it will commence work under this contract on or before a date to be fixed in the written "Notice to Proceed" given by the Owner to the Contractor and to fully complete the project within 192 consecutive days of the start date fixed in the "Notice to Proceed." The Bidder further agrees to pay as liquidated damages the sum of the \$ 100 for each consecutive calendar day thereafter during which the work has not been fully completed, as provided in the "Liquidated Damages" provisions of Section 00 73 00 SUPPLEMENTARY CONDITIONS.

The undersigned understands that all bids for this project are subject to the applicable bidding laws of the Commonwealth of Massachusetts, including General Laws Chapter 149, Sections 44A to 44J, as amended. Every bidder (including sub-bidders) must furnish the DCAM Update Statement with the bid.

The contract will be awarded to the lowest responsible and eligible bidder.

The undersigned understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The undersigned agrees that this bid shall be good and may not be withdrawn for a period of 30 days, Saturdays, Sundays and legal holidays excluded, after the opening of bids, where

Federal approval is not required; and where Federal approval is required, the time for holding bids is 30 days, Saturdays, Sundays and legal holidays excluded, after Federal approval.

Bid security in the form of a bid bond, cash, certified check, treasurer's or cashier's check, payable to the Owner, in a dollar amount of 5 percent of the total bid, in accordance with the conditions in the INSTRUCTION TO BIDDERS, has been attached to this bid.

Pursuant to M.G.L. CH. 62C, Sec 49A, I certify under the penalties of perjury that I have complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

The undersigned certifies under penalties of perjury that there have been no substantial changes in its financial position or business organization other than those changes noted within the application since the applicant's most recent pre-qualification statement.

Respectfully submitted:

Date _____

By _____

(Signature)

(Name - Typed or Printed)

(Title)

(SEAL - if bid is by a corporation)

(Business Name)

(Federal ID Number)

(Business Address)

(City and State)

(Telephone Number)

(Fax Number)