

SECTION 00 21 13

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1. Receipt and Opening of Bids

The Town of Truro, MA herein called the OWNER, acting by and through its Town Manager will receive sealed Bids for the construction of the **Cottage Housing Relocation and Upgrades Project**, to be located at 25 South Highland Road, Truro, Massachusetts

Such bids addressed to the Town Manager and endorsed Bid for the **Cottage Housing Relocation and Upgrades Project** will be received at the Truro Town Hall first floor administration offices, 24 Town Hall Road, P.O. Box 2030, Truro, MA 02666 until 2:30 PM prevailing time on Wednesday, November 1, 2023, at which time and place said bids will be opened and read aloud.

Filed sub-bids for the trades in Item 2 in Section 00 41 13 FORM FOR GENERAL BID shall be addressed to the Town Manager and endorsed to identify its contents and will be received at the Truro Town Hall first floor administration offices, 24 Town Hall Road, P.O. Box 2030, Truro, MA 02666 until 2:30 PM prevailing time on Wednesday, October 25, 2023, at which time and place said bids will be opened and read aloud.

Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified will not be considered. By submission of a bid, the bidder agrees that this bid shall be good and may not be withdrawn for the number of days, after the opening of bids, as stipulated in the FORM FOR GENERAL BID.

2. Location and Work to be Done

The location, general characteristics, and principal details of the Work include, but are not limited to, a set of drawings titled "Truro Cottage Housing Relocation and Upgrades Project".

Additional drawings showing details in accordance with which the Work is to be done may be furnished by addendum from time to time during the bidding period by the ENGINEER, and shall then become a part of the Contract Documents.

The CONTRACTOR shall furnish all superintendence, labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies, bailing, shoring, removal, and all other things necessary to do all work required for the completion of each item of the Work and as herein specified.

The Work to be done and paid for under any item shall not be limited to the exact extent mentioned or described but shall include all incidental work necessary or customarily done for the completion of that item.

3. Preparation of Bid

Each General bid must be submitted on the prescribed form in Section 00 41 13. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures.

Each Subcontractor Bid must be submitted on the prescribed form in Section 00 41 36. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures.

General Contractors shall file their bids with a copy of the certificate from Division of Capital Asset Management and Maintenance (DCAMM) showing that they are eligible to bid on projects of this category, of this estimated project dollar amount and up to an aggregate limit, and with an Update Statement, DCAM Form CQ3 and Certificate of Eligibility, DCAM Form CQ7. In addition, General Contractors shall file with their bids a copy of the completed forms included in 00 21 13 Attachment A Forms to be Submitted with the Bid.

Subcontractors shall file with their sub-bids a copy of their DCAMM Certificate of Eligibility and Sub-Bidders Update Statement. In addition, each Subcontractor shall file with their bids a copy of the completed forms included in 00 21 13 Attachment A Forms to be Submitted with the Bid.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, its address, and endorsed with the name of the project as specified in Receipt and Opening of Bids, above.

If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in Receipt and Opening of Bids, above.

4. Documents Procurement

Documents may be viewed and downloaded as a Portable Document Format (PDF) file free of charge at www.accentblueprints.com. Copies may be obtained by completing an order online or by calling 978-362-8038 for a fee for each set. Completed orders may be picked up at the offices of Accent Printing located at 99 Chelmsford Road, North Billerica, MA 01862 (978-362-8038), from 9 a.m. to 4 p.m. Copies may also be shipped to prospective bidders for an additional charge to cover handling and mailing fees. **All payments for printing and shipping are nonrefundable.**

5. Obligation of Bidder

At the time of the opening of bids each bidder will be presumed to have inspected the project site and to have read and to be thoroughly familiar with the Contract Documents (including all addenda). The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect of its bid.

It should be noted that where Division 1 General Requirements, Division 0, or General Requirements are referenced, that shall include, but is not limited to, all specifications in the Division 0 series and Division 1 series.

6. Information not Guaranteed

All information given in the Contract Documents relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the OWNER. All such information is furnished only for the information and convenience of bidders and is not guaranteed.

It is agreed and understood that the OWNER does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures encountered during construction will be the same as those indicated in the Contract Documents.

It is further agreed and understood that no bidder or CONTRACTOR shall use or be entitled to use any of the information made available to it or obtained in any examination made by it in any manner as a basis of or grounds for any claim or demand against the OWNER or the ENGINEER, arising from or by reason of any variance which may exist between the information made available and the actual subsurface or other conditions, natural phenomena, existing pipes or other structures actually encountered during the construction work, except as may otherwise be expressly provided for in the Contract Documents.

7. Not Used

8. Time for Completion

The successful general bidder must agree to commence work on or before a date to be specified in the written "Notice to Proceed" from the OWNER and to fully complete the project within the time limit stated in Section 00 41 00, FORM OF GENERAL BID.

9. Addenda and Interpretations

No interpretation of the meaning of the plans, specifications or other prebid documents will be made to any bidder orally, and if provided orally, shall not be relied upon by bidders unless confirmed in a written addendum. All information given to bidders other than by means of the plans, specifications, or by addenda, as described below, is given informally and shall not be used as the basis of a claim against the OWNER or the ENGINEER.

Every request for such interpretation should be in writing (typed, not handwritten) and sent via email to pimentelm@wseinc.com and to be given consideration must be received by 5:00 PM the Friday preceding the date fixed for the opening of bids.

Any and all such interpretations and any supplemental instructions will be in the form of written Addenda to the specifications which, when issued, may be viewed and downloaded as a Portable Document File (PDF) at www.accentblueprints.com. A notification of Addenda will be emailed to all prospective bidders to email addresses furnished by them for such purposes. Bidders picking up sets of bid documents will be given all Addenda issued to date and will be required to sign for all documents, acknowledging receipt. Failure of any bidder to receive any such Addendum or interpretation shall not relieve such bidder from any obligation under its bid as submitted, and each bidder must confirm for itself that it has received all Addenda. All Addenda so issued shall become part of the Contract Documents.

10. Bid Opening Procedure

The following list of requirements shall be met by each filed bid.

Bids shall be filed at the place and before the time specified in Receipt and Opening of Bids, above.

Properly executed bid security shall be placed in a sealed envelope and shall be attached to the outside of the envelope containing the bid.

The bid and all accompanying documents so required shall be signed by the Bidder or its authorized representative before submission.

All bidders shall include with their bids written acknowledgment of receipt of all addenda. Refer to acknowledgment form provided in Section 00 41 13, FORM FOR GENERAL BID (and Section 00 41 36, FORM FOR SUB-BID, if applicable).

The total dollar amount of each bid will be read and the bid opening procedure will be closed. All those present at the bid opening may examine all bids after the bid opening and after the reading of the bids except for the DCAMM Update Statements contained therein, which are not public records.

11. Comparison of Bids

Bids will be compared on the basis of the lump sum prices stated in the bid forms.

In the event that there is a discrepancy in Section 00 41 13, FORM FOR GENERAL BID or Section 00 41 36, FORM FOR SUBCONTRACTOR BID between the lump sum or unit prices written in words and figures, the prices written in words will govern.

The OWNER agrees to examine and consider each FORM FOR GENERAL BID and FORM FOR SUBCONTRACTOR BID submitted in accordance with the terms and conditions set forth herein and as set forth in Section 00 41 13, FORM FOR GENERAL BID and Section 01 41 36, FORM FOR SUBCONTRACTOR BID.

12. Statutes Regulating Competitive Bidding

Any bid, which does not comply with the provisions of Massachusetts General Laws Chapter 149, Sections 44A to 44J inclusive, as amended, need not be accepted and the OWNER may reject every such bid.

13. Right to Reject Bid

The OWNER may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids, should the OWNER deem it to be in the public interest to do so.

The OWNER may also reject bids which in its sole judgment are either incomplete, conditional, obscure or not responsive or which contain additions not called for, erasures not properly initialed, alterations, or similar irregularities, and may reject bids for any other reason permitted by law, or the OWNER may waive such omissions, conditions or irregularities.

14. Ability and Experience of Bidder

All general contractors shall file with their bids a copy of a certificate of eligibility from Division of Capital Asset Management and Maintenance (DCAMM) showing that they are eligible to bid on projects of this category, value, and up to an aggregate limit and an update statement, DCAMM Form CQ3 [Section 00 45 13-Attachment A].

All subcontractors submitting filed sub-bids must include a valid DCAMM Certificate of Eligibility and completed Sub-Bidder Update Statement [Section 00 45 13.13-Attachment A] with their sub-bids.

No award will be made to any bidder who cannot satisfy the OWNER that it has sufficient ability and experience in this class of work and sufficient capital and plant to enable it to prosecute and complete the work successfully within the time named. The OWNER's decision or judgment on these matters will be final, conclusive, and binding to the fullest extent permitted by law.

The OWNER may make such investigations as it deems necessary, and the bidder shall furnish to the OWNER, under oath if so required, all such information and data for this purpose as the OWNER may request.

15. Conditions of Work

Each bidder must inform itself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of its obligation to furnish all material and labor necessary to carry out the provisions of its contract. Insofar as possible the CONTRACTOR, in carrying out its work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

16. Security for Faithful Performance

Simultaneously with its delivery of the executed Contract, the CONTRACTOR shall furnish a surety bond or bonds as security for faithful performance of this Contract and for the payment of all persons performing labor and materials under this Contract as specified in Section 00 72 00, GENERAL CONDITIONS included herein, each in the amount of 100 percent of its bid. The surety on such bond or bonds shall be a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the OWNER. The bonds shall remain in force for one year after final acceptance of the work by the OWNER, unless the OWNER, in writing, releases the CONTRACTOR from the obligation sooner.

17. Power of Attorney

Attorneys-in-fact who sign Contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

18. Laws and Regulations

Applicable provisions of Massachusetts General Laws and Regulations and/or the United States Code and Code of Federal Regulations govern this Contract and any provision in violation of the foregoing shall be deemed null, void and of no effect. Where a conflict between Federal and State Laws and Regulations exists, the more stringent requirement shall apply.

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, or by laws, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

Attention is directed to Section 00 73 73.13 STATE STATUTES AND REGULATIONS COMMONWEALTH OF MASSACHUSETTS and to other applicable Sections of this specification. In the event of any conflict between provisions of law or regulation quoted or paraphrased in the Contract Documents, the actual provisions of law or regulation shall control.

19. Liquidated Damages for Failure to Enter into Contract

The successful bidder, upon its failure or refusal to execute and deliver the Contract, Bonds and Certificates of Insurance required within 5 days, Saturdays, Sundays and legal holidays excluded, after presentment of the contract by the OWNER, shall, except as otherwise provided by applicable law, forfeit to the OWNER, as liquidated damages for such failure or refusal, the security deposited with its bid, provided that the amount forfeited shall not exceed the difference between its bid price and the bid price of the next lowest responsible and eligible bidder. In case of death, disability, bonafide clerical or mechanical error of a

substantial nature, or other similar unforeseen circumstances affecting the bidder, its bid deposit will be returned.

20. Indeterminate Items and Estimated Quantities

The work to be done under this Contract has been divided into parts or items, if applicable, to enable each bidder to bid on different portions of the work in accordance with its estimate of their cost and so that the actual quantity of work executed under each item may be paid for at the price bid for that particular item, even though each bidder may have judged that such quantity may be greater or less than the estimated quantity stated in Section 00 41 13, FORM FOR GENERAL BID.

21. CONTRACTOR Records

The CONTRACTOR shall comply with the provisions of Massachusetts General Laws, Chapter 30, Section 39R, concerning CONTRACTOR records. This section has been reprinted in Section 00 73 73.13, STATE STATUTES AND REGULATIONS COMMONWEALTH OF MASSACHUSETTS.

22. Bidder Certification – OSHA Training

All employees who work on Massachusetts public works construction sites, on projects estimated to cost more than \$10,000, must have no less than ten (10) hours of OSHA-approved safety and health training.

The Massachusetts Attorney General is authorized to restrain award of construction contracts to any contractor who is in violation of this requirement and to restrain the performance of these contracts by non-complying contractors.

Noncompliance with this law will disqualify contractors from bidding on public contracts.

23. Report of Sub-bids

The sub-bids will be emailed by the printer to all bidders who have taken out plans in accord with the advertisements, not later than the second day excluding Saturday, Sunday and legal holidays, before the day for opening of general bids, a list of those sub-bidders who have filed bids in complete conformance with the Massachusetts General Laws.

24. Price Adjustments

This Contract is subject to the provisions for material price adjustments in accordance with Chapter 30, Section 38A of the Massachusetts General Laws.

25. Sales Tax Exemption

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).

26. Pre-Bid Conference

Visits to view the existing, to be relocated, cottage structures at 13 Walsh Way and 127 S. Pamet Road and the project site at 25 S. Highland Road can be scheduled the week of Oct. 16th through Jarrod Cabral, Director, Truro Dept. of Public Works. Email: jcabral@truro-ma.gov Phone: 508 214-0400.

END OF SECTION