

**GENERAL BID FORM NON-EMERGENCY
REPAIR AND INSTALLATION OF SEWER AND DRAIN LINES**

Bidder agrees to perform all the work described in the specifications and shown on the plans for the following unit prices. The Contract Period upon execution will be from November 15, 2016 through June 30, 2017.

Note: All prices must be written in ink, in words as well as figures, for the entire proposal. In case of discrepancy, the amount shown in words will govern. The CONTRACTOR agrees that its attention has been called to the provisions of the "Reserve System" Ordinance of the City of Lowell, which is now incorporated in "The Code of the City of Lowell, Massachusetts", passed by the City Council on April 26, 1988 and amendments thereto and that each purchase order, so-called, issued in accordance with Section 7-76 of said Code to cover the services to rendered under this Contract shall be made a part hereof by reference. It is further agreed that no obligations shall be considered to have been incurred under this Contract unless and until a purchase order shall have been issued and approved. And further, that the obligation incurred shall be limited to the amount set forth in each purchase order, or purchase orders, duly issued and approved.

Item No.	Quantity	Unit	Item With Unit Bid Price (In Words)	Unit Price	Total Amount
140.25	200	CU YD	Class B Rock Excavation		
142	1000	CU YD	Class B Trench Excavation		
150	200	CU YD	Ordinary Borrow		
151.2	200	CU YD	Process Gravel for Backfilling Structures and Pipes		
156	100	TON	Crushed Stone for Drainage		
191.6	4	HOUR	Test Pit		
201	25	EACH	City Standard Catch Basin		
202	25	EACH	Manholes		
220	10	EACH	Drainage Structures Adjusted		
220.5	10	EACH	Drainage Structures Remodeled		
234.6	50	FT	6 Inch PVC Pipe		
234.8	550	FT	8 Inch PVC Pipe		
SUBTOTAL 1					
			AMOUNT IN WORDS		FIGURES

Item No.	Quantity Per Year	Unit	Item With Unit Bid Price (In Words)	Unit Price	Total Amount
234.10	100	FT	10 Inch PVC Pipe		
234.12	500	FT	12 Inch PVC Pipe		
234.15	400	FT	15 Inch PVC Pipe		
234.18	50	FT	18 Inch PVC Pipe		
234.24	50	FT	24 Inch PVC Pipe		
234.36	25	FT	36 Inch PVC Pipe		
460	300	TON	Permanent Hot Mix Asphalt		
472	300	TON	Temporary Hot Mix Asphalt for Miscellaneous Work		
476	10	CU YD	Cement Concrete Pavement		
WW.1	10	CU YD	Class A Cement Concrete		
WW.2	100	FT	Repair 6" Catch Basin Connection		
WW.3	50	FT	Emergency 6" Private Service Repair		
WW.4	250	CU YD	Control Density Fill (CDF)		
WW.5	500	SQ YD	Loam & Seed		
WW.6	25	VERT FT	Sewer Service Chimney		
999.001	1		Police Detail Twenty Thousand and 00/100	\$20,000.00	\$20,000.00
SUBTOTAL 2					
			AMOUNT IN WORDS		FIGURES
CONTRACT TOTAL * (SUBTOTAL 1 + SUBTOTAL 2)					
			AMOUNT IN WORDS		FIGURES

* The Contract Period will be from November 15, 2016 through June 30, 2017.

FAQ's

1. Bypass pumping for a sewer repair?
 - a. Bypass pumping is built into their pricing structure
2. Vector truck required because too many utilities cross in one area?
The Utility will provide this service

CERTIFICATION OF COMPLIANCE
G.L.c.30, §39S
PUBLIC CONSTRUCTION MORE THAN \$10,000.00

I certify under the pains and penalties of perjury that:

1. the Contractor is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work;
2. 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 (“OSHA”) that is at least 10 hours in duration and the time the employee begins works and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and
3. that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by OSHA that is at least 10 hours in duration.

Signature of Individual or Corporate
Name (Mandatory)

By: Corporate Officer
(Mandatory, if applicable)

Approval of a contact or other agreement will not be granted unless this certification clause is signed by the applicant.

The undersigned agrees that, if he is selected as general contractor, he will within ten (10) days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of the general 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 in the sum of one hundred percent (100%) 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 and can work in harmony with all other elements of labor employed or to be employed on the work.

Date: _____

(Name of General Bidder)

BY: _____

(Signature)

(Title of Signer)

(Business Address)

(City and State)

(Phone Number)

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CITY OF LOWELL
LOWELL REGIONAL WASTEWATER UTILITY
EMERGENCY REPAIR AND INSTALLATION OF SEWER AND DRAIN LINES
SPECIFICATIONS

For the purpose of governing the work to be done under this this Contract, the Owner has adopted as its Standard Specifications format the "Standard Specifications for Highways and Bridges" published by the Commonwealth of Massachusetts, Department of Transportation, dated 1988, including the Supplemental Specifications dated February 25, 2010 and any addenda thereto, also those ordinance that pertain to construction of new manholes and catch basins, installation of various sizes of pipe and adjusting and remodeling catch basins and manholes in the City Code.

The Standard Specifications shall apply as if reprinted herein, except as modified by the following supplement to Standards and further by the Special Provisions in Division II and the Provisions in Division III.

In the case of conflict between these two documents, the Supplement to Standards, the Special Provisions of Divisions of II and III shall govern.

STANDARD SUPPLEMENT TO DIVISION I

SECTION 1.00 DEFINITION OF TERMS:

Delete the following: "Commission, Commonwealth, Department, and Party of the First Part".

Insert the following: "Owner.... City of Lowell"

THE FOLLOWING DEFINITIONS ARE REVISED:

1.19 "Engineer" Delete description and insert: "The Engineer" shall mean the engineer engaged by the Owner for the general supervision of the project".

Wherever in the specifications the following words or terms appear, they shall be held to have the following meanings unless the context requires otherwise:

"Commonwealth of Massachusetts", "Commonwealth", "Party of the First Part", and Contracting Agency" shall mean the City of Lowell.

"Department of Highways", "Department of Transportation" and "Department" shall mean "Engineer".

SECTION 2.00 PROPOSAL REQUIREMENTS AND CONDITIONS

2.01 Proposal Forms and Plans

Delete Section A entirely and insert the following:

QUALIFICATIONS OF BIDDER:

The owner may make such investigations as is deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the owner all such information and data for this purpose as the owner may request. The owner reserves the right to reject any bid if evidence submitted by, or investigation of, such bidder fails to satisfy the owner that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. The owner reserves the right to reject any or all bids if it would be in the public interest to do so. A proposal which includes for any item a bid that is abnormally low or high may be rejected as unbalanced.

The investigations of a bidder will seek to determine whether the organization is adequate in size and experience and whether available equipment and financial resources are adequate to assure the owner that the work will be completed at a rate consistent with the completion date set forth in the proposal. The amount of other work to which the bidder is committed will also be a consideration in establishing that a contractor is a "responsible and eligible bidder" in conformity with the requirements of the contract.

Delete Section B entirely and insert the following:

Plans, specifications and other contract documents will be available to bidders at the Office of the Lowell Regional Wastewater Utility.

2.05 DELIVERY OF PROPOSALS:

Delete entirely and insert the following:

Seal bids will be received at the office of the Lowell Regional Wastewater Utility, 451 First Street Blvd. (Rte-110), Lowell, Massachusetts, up to XX:00 AM local time, October X, 2016 which time and place, they will be publicly opened and read aloud. The envelope containing the bids shall be sealed, and labeled clearly "Repair and Installation of Sewer and Drain Lines"

2.06 PROPOSAL GUARANTY REQUIRED:

Delete entirely and insert the following:

The proposal shall be accompanied by a bid bond, certified check, or treasurer's check, issued by a responsible bank or trust company, made payable to the City of Lowell in the amount to 5% of the contract bid. The check shall be enclosed in with the proposal.

2.11 COMPETENCY OF BIDDERS:

Delete entirely.

SECTION 3.00 AWARD AND EXECUTION OF CONTRACT:

3.03 RETURN OF PROPOSAL GUARANTY:

Delete entirely and insert the following:

The proposal shall be accompanied by a bid bond, certified check, or treasurer's check, issued by a responsible bank or trust company, made payable to the City of Lowell in the amount to 5% of the contract bid. The check shall be enclosed in with the proposal.

In case a party to whom a Contract is awarded shall fail or neglect to execute the contract and furnish the satisfactory bond within the time specified, the owner may determine that the bidder has abandoned the contract, and thereupon the proposal guaranty and acceptance shall be forfeited to the owner as liquidated damages for such failure or neglect and to indemnify said owner for any loss which may be sustained by failure of the bidder to execute the contract and furnish the bonds as aforesaid, provided that, in case of death, disability, or other unforeseen circumstances affecting the bidder, such bid security may be returned to him. After execution of the contract and acceptance of the bonds by the owner, the bid security accompanying the proposal of the successful bidder will be returned.

SECTION 9.00 MEASUREMENT AND PAYMENT:

9.04 PARTIAL PAYMENTS:

In lines 1 and 6, delete the work "bi-weekly", and insert the work "monthly". In lines 5 and 6, delete the words "and claims filed pursuant to Chapter 149, Section 29, and Chapter 30, Sections 39A and F".

RESERVE SYSTEM:

The contractor agrees that its attention has been called to the provisions of the "Reserve System" Ordinance of the City of Lowell, which is now incorporated in "The Code of the City of Lowell, Massachusetts", passed by the City Council on April 26, 1988 and amendments thereto and that each purchase order, so-called, issued in accordance with Section 7-76 of Said Code to cover the services to be rendered under this contract shall be made a part hereof by reference. It is further agreed that no obligation shall be considered to have been incurred under this Contract unless and until a purchase order shall have been issued and approved. And further, that the obligation incurred shall be limited to the amount set forth in each purchase order, or purchase orders, duly issued and approved.

DIVISION II SPECIAL PROVISIONS

For the purpose of governing the work to be done under this this Contract, the Owner has adopted as its Standard Specifications format the "Standard Specifications for Highways and Bridges" published by the Commonwealth of Massachusetts, Department of Transportation, dated 1988, including the Supplemental Specifications dated February 25, 2010.

The Standard Specifications shall apply as if reprinted herein, except as modified by the following Supplement to Standards and further by the Special Provisions in Division II and the Provisions in Division III.

In the case of conflict between these two documents, the Supplement to Standards, the Special Provisions of Divisions II and III shall govern.

1. LOCATION AND DESCRIPTION:

The work under this contract consists of construction of new manholes and catch basins, installation of various sizes of pipe, repair of existing pipes and adjusting and remodeling catch basins and manholes at various locations in the City of Lowell, Massachusetts, in accordance with Specifications prepared by the Lowell Regional Wastewater Utility.

Work under this item shall include all necessary labor, equipment, materials, etc., necessary to complete the construction of new manholes and catch basins, installation of various sizes of pipe, repair of pipes and adjusting and remodeling catch basins and manholes at various locations in the City of Lowell, in a workmanlike manner.

2. COMMENCEMENT AND COMPLETION:

The contractor shall commence work within 10 days of the date specified in a written Notice to Proceed. Work shall be done on weekdays, Monday through Friday, and be vigorously pursued until completed. Adequate lighting and safety signing shall be maintained throughout the project.

2A. SAFETY PROCEDURES:

Confined space entry, restricted space entry, and all other safety procedures will be required as set forth by Lowell Regional Wastewater Utility.

3. CONSTRUCTION SCHEDULE:

Before any work is begun, the contractor shall discuss fully with the Engineer the order and manner of doing the work, and the operating procedures shall comply with the requirements of the Engineer.

Prior to commencing of work, the Contractor shall provide a written work schedule for the work with an estimated time of completion. The work schedule of work must be approved by the engineer.

4. INSURANCE:

Section 7.05 is modified to include the following:

1. Contractor's and Sub-contractor's insurance

The contractor and sub-contractor's shall not commence work on this Contract until they have submitted certificates satisfactory to the owner as evidence of all insurance required under this paragraph. Certificates should indicate at least a 10 day advance written notice to the owner of cancellation or material change in coverage.

- a. Workers' Compensation and Employer's Liability Insurance: In accordance with the laws of the Commonwealth of Massachusetts.
- b. Contractor's and subcontractor's public liability and property damage insurance
- c. Contractor's protective public liability and property damage insurance
- d. Owners protective public liability and property damage insurance
- e. Contractor and subcontractor automobile liability insurance

Minimum limits on all foregoing insurance:

Bodily Injury:	\$500,000.00	per person
	\$1,000,000.00	per occurrence
Property Damage:	\$250,000.00	per person
	\$500,000.00	agg/policy year

NOTE: Property damage insurance must include XCU coverage for explosion collapse or underground damage.

5. DISPOSAL OF MATERIAL

The contractor shall not dispose of any material on the owner's property or on land adjacent to the owner's property unless authorized to do so in writing by the engineer and then only after receipt of the necessary City permits. Attention of the contractor is directed to Section 4.10 of the Standard Specifications for the final clean-up of the work.

6. DISTURBANCES

The committing of nuisances on the premises of the owner and adjacent property shall be rigorously prohibited and adequate steps taken to prevent it.

7. RESTRICTIONS AS TO USE OF SITE

The contractor shall conduct his operations in such a manner as to cause no unnecessary obstruction to the free passage of the vehicular traffic at all times in the vicinity of the construction.

8. ADJACENT AND CONCURRENT CONTRACTS

The contractor's attention is directed to Section 5.06 of the Standard Specifications.

9. NOTICE OF OWNERS OF UTILITIES

Before the contractor begins any work or operations which might damage any subsurface structures, he shall carefully locate all such structures and conduct his operations so as to avoid any damage to them.

If the contractor wishes to have any utilities temporarily relocated for his own convenience, other than contemplated by the City, he shall make the necessary arrangement with the owners and reimburse them at his own expense for the cost of work.

The contractor shall serve written notice to, as listed below, all public service corporations or officials concerned with or having charge of public or privately owned utilities at least one week in advance of the beginning of operation. He shall file at the same time, a copy of such notice with the owner.

Lowell Water Utility	978-674-4240
Lowell Regional Wastewater Utility	978-674-4248
Lowell Engineering Department	978-674-4070
National Grid Gas-David Gendall	978-725-1353
National Grid Electric- David Gendall	978-725-1353
Verizon Telephone	877-686-7007
Comcast	877-633-4266
Lowell Fire Alarm/Electrician	978-674-4114

10. SALES TAX

Materials and equipment purchased for permanent installation in this project will be exempt from the Massachusetts Sales and User Tax. The exemption certificate number will be furnished by the Contractor. Each bidder shall take this exemption into account in calculating the bid for the work.

11. ANTI-DISCRIMINATION CLAUSE

In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, age or sex. The aforesaid provisions shall include, but not be limited to the following: Employment upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; conditions or privileges of employment; and selection for training, including apprenticeship. The Contractor shall post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the Commonwealth setting forth the provisions of the Fair Employment Practices Law of the Commonwealth (M.G.L. Chapter 151B).

12. RESIDENT CONSTRUCTION PERSONNEL ORDINANCE

The contractor agrees that his/her attention has been called to the provisions of the Resident construction Personnel Ordinance of the City of Lowell, which is now incorporated in the "Code of Ordinance of the City of Lowell, Massachusetts," passed by the City Council on July 24, 1990, and amendments thereto. This ordinance mandates the employment of the City of Lowell residents on projects involving construction of public buildings or public works projects. A copy of the Ordinance is included in the appendix.

**DIVISION III
CONSTRUCTION DETAILS**

The Standard Specifications referred to herein is the book entitled "Standard Specifications for Highways and Bridges" published by the Commonwealth of Massachusetts Department of Transportation, dated 1988, including the "Supplement Specifications".

For the purpose of governing the work to be done under this contract, the owner has adopted as its Standard Specifications format the "Standard Specifications for Highways and Bridges" published by the Commonwealth of Massachusetts, Department of Transportation, dated 1988.

This Standard Specifications shall apply as if reprinted herein, except as modified by the following Technical Specifications.

In case of conflict between these documents, the Technical Specifications shall prevail.

A Trench Detail for this contract has been included in Appendix A. The detail shows the City of Lowell requirements for any trench excavation within City streets.

SECTION 140

EXCAVATION

Compensation for all excavation, sewer and water pipes, and structures shall be included in the amount bid for the various pipe and structure items. No additional compensation shall be paid for excavation to the limits shown on the drawings, except that class B rock shall be paid for under Item 140.25. Any excavation required beyond the limits shown on the drawings shall be paid for under Class B Trench Excavation, except that Class B Trench Excavation shall not be governed by the five foot maximum depth specified in Subsection 140.60 and will only be paid when overdepth excavation is ordered by the engineer.

ITEM 140.25

CLASS B ROCK EXCAVATION

CUBIC YARD

Work under this item shall conform to Section 140.25 of the Standard Specifications, excavation of cobble stone and cement base shall be included for payment under this item.

ITEM 142

CLASS B TRENCH EXCAVATION

CUBIC YARD

Payment for work under this item shall include only excavation ordered by the engineer beyond the limits shown on the drawings and shall not be governed by the five foot maximum depth specified in Subsection 140.60.

<u>ITEM 234.6</u>	<u>6" PIPE</u>	<u>FOOT</u>
<u>ITEM 234.8</u>	<u>8" PIPE</u>	<u>FOOT</u>
<u>ITEM 234.10</u>	<u>10" PIPE</u>	<u>FOOT</u>
<u>ITEM 234.12</u>	<u>12" PIPE</u>	<u>FOOT</u>
<u>ITEM 234.15</u>	<u>15" PIPE</u>	<u>FOOT</u>
<u>ITEM 234.18</u>	<u>18" PIPE</u>	<u>FOOT</u>
<u>ITEM 234.24</u>	<u>24" PIPE</u>	<u>FOOT</u>
<u>ITEM 234.36</u>	<u>36" PIPE</u>	<u>FOOT</u>

Description, Construction Methods and Method of Measurement and Basis of Payment shall all be in accordance with all the applicable provisions of Section 230 of the Standard Specifications with the exception of 230.62: Pipe Joints.

Water tight joints will be required and the applicable paragraphs of 230.62, pipe joints shall be followed. The contractor will have the alternative of using SDR-35 PVC sewer pipe or equivalent. All excavation, dewatering, backfilling and compaction shall be included in the contract unit price per foot of pipe (refer to the Trench Detail Specification). Process gravel shall conform to M1.03.01 and paid for separately under item 151.2 Basis of Payment shall be per foot of pipe installed complete and in place.

<u>ITEM 460</u>	<u>PERMANENT HOT MIX ASPHALT</u>	<u>TON</u>
<u>ITEM 472</u>	<u>TEMPORARY HOT MIX ASPHALT FOR MISCELLANEOUS WORK</u>	<u>TON</u>

Work under this item shall be done in conformance with the relevant provisions of Section 460 of the Standard Specifications. Temporary hot mix asphalt shall consist of a twelve inch (12") minimum gravel base on thoroughly compacted subgrade, surfaced with a two inch (2") course of hot mix asphalt. A two inch (2") course of an approved cold bituminous mix shall be used when hot mix is not available.

Permanent pavement shall not be placed until a sufficient time interval has elapsed, in the opinion of the Engineer, to allow complete settlement of the fill.

Permanent road pavement shall consist of a twelve inch (12") minimum gravel base on the roughly compacted subgrade, surfaced with two courses of hot mix asphalt (2-1/2" base course, 1-1/2 top course). When paving over cobblestone roads permanent pavement shall consist of three courses of hot mix asphalt (Two 2 1/2" binder courses, 2" top course).

Temporary pavement shall be removed as necessary to provide depth required for permanent pavement. Payment for removal of temporary pavement shall be included in the price bid for Item 472.

Where gravel base has been previously placed for temporary pavement, no additional base is needed for the permanent pavement, except that required to bring uneven areas up to required grade.

Temporary Bituminous Concrete Pavement and Permanent Bituminous Concrete Pavement shall be paid at the unit contract price per ton.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ANY SETTLEMENTS IN THE PAVEMENT AT HIS OWN EXPENSE.

PAYMENT LIMITS FOR PAVING ARE SHOWN ON THE DRAWINGS. ANY PAVEMENT BEYOND THESE LIMITS DISTURBED BY THE CONTRACTOR SHALL BE REPLACED AT HIS OWN EXPENSE.

<u>ITEM 476</u>	<u>CEMENT CONCRETE PAVEMENT</u>	<u>CUBIC YARD</u>
<u>ITEM WW.1</u>	<u>CLASS A CEMENT CONCRETE</u>	<u>CUBIC YARD</u>

Work under this item shall be done in conformance with the relevant provisions of Section 476 of the Standard Specifications. Class A Cement Concrete shall conform to the specified requirements of the materials Section M4.05.5 of the Standard Specifications.

A Cement Concrete shall be used as ordered by the Engineer and shall be paid for at the unit contract price per cubic yard.

<u>ITEM WW.2</u>	<u>REPAIR 6" CATCH BASIN CONNECTIONS</u>	<u>FOOT</u>
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This work shall consist of the repair of existing sanitary and storm drain lines where and when necessary in various locations in the City.

When the need arises, the Contractor shall provide and/or perform the necessary sheeting, shoring, dewatering, bypass pumping, excavation, material, backfill, washed gravel, etc., to complete the necessary repairs to the pipe lines in question. Location of the section of pipe, pipe size, depth etc., shall be supplied by the Engineer. The repair work, backfilling, compaction and repaving shall all be done in a workmanlike manner under the direction of the Engineer.

The work under this item shall be paid at the contract price per foot. The price per foot shall include full compensation for all labor, material, equipment, pipe, stone, excavation, backfill, couplings, etc.

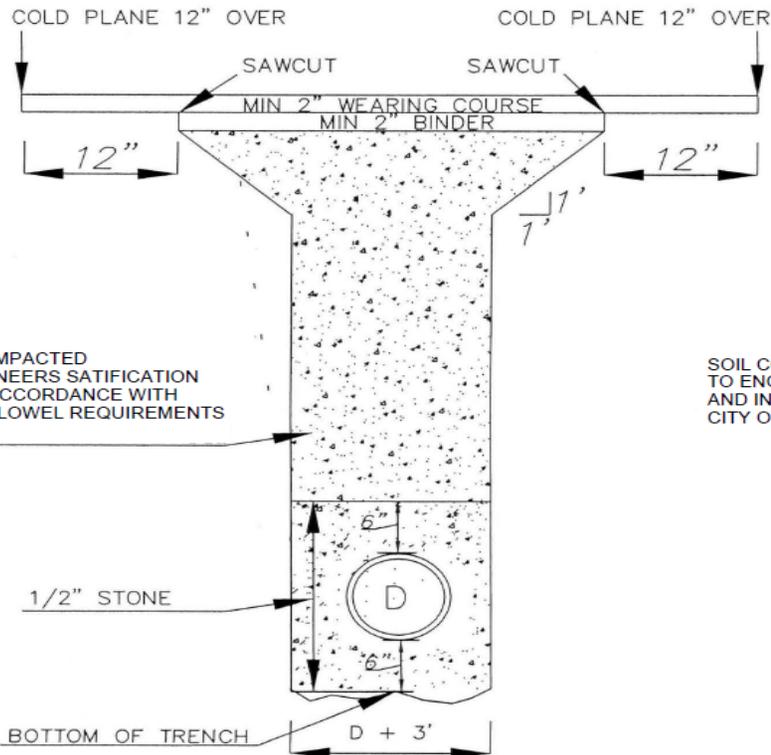
<u>ITEM WW.3</u>	<u>EMERGENCY 6" PRIVATE SEWER REPAIR</u>	<u>FOOT</u>
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This work shall consist of the repair of existing private sewer connections to buildings where and when necessary in various locations in the City.

APPENDIX A

TRENCH DETAIL

20' LONG OR GREATER



LESS THAN 20'

