

# ROADSIDE 2.0

## BIDDING & CONTRACT DOCUMENTS

Prepared for

**William J. Gould Associates, INC.**

**100 Gould Road, PO Box 157,**

**Monterey, MA 01245**

**JANUARY 10, 2023**



Zac Culbreth Architecture  
35 Bridge Street  
Great Barrington, MA 01230

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## **INVITATION FOR BID**

William J. Gould Associates, Inc. (Gould Farm) is seeking bids for a new Roadside Store & Café Building on their property located at 275 Main Road in Monterey, Massachusetts. The new building will replace the existing structures that currently occupy the site. The two existing one story wood framed structures will be demolished and cleared to build a new one and one-half story wood-framed structure set on a slab-on-grade foundation. The new building will enable Gould Farm to continue to operate this vital social enterprise that serves both the mission of their organization and the needs of the Monterey community for years to come.

The bids are being solicited in two separate bid packages – one for the BUILDING CONSTRUCTION and one for the SITEWORK improvements associated with the project.

Bids shall be submitted to the architect, Zachary D. Culbreth, AIA, 35 Bridge Street, Great Barrington, MA 01230, no later than **1 PM on THURSDAY, FEBRUARY 16, 2023**, for review by the Directors of the Board of William J. Gould Associates, Inc.. Sealed envelopes shall be clearly marked "Bid for ROADSIDE 2.0 PROJECT". Bids shall also be submitted via email to [office@zacculbreth.com](mailto:office@zacculbreth.com) with the subject line clearly noted as BID FOR ROADSIDE 2.0 PROJECT.

There will be a mandatory pre-bid walk at the project site located at 275 Main Road, Monterey. The pre-bid walk will be scheduled on either **January 17<sup>th</sup> or 18<sup>th</sup>, 2023** and will be coordinated by the architect. Questions from Bidders shall be submitted in writing via email to Zachary Culbreth, AIA at [office@zacculbreth.com](mailto:office@zacculbreth.com). Bid documents are posted on Zac Culbreth Architecture's website at <https://zacculbreth.com/2009-roadside-bid-documents>.

Each complete bid shall contain the following:

1. Bid Response Form
2. Bid Proposal Form for BUILDING CONSTRUCTION & COMBINED PROJECT BID
3. Bid Proposal Form for SITEWORK
4. OSHA Certification
5. Certificate as to Corporate Bidder
6. Three (3) Reference Projects

**INVITATION FOR BID (cont.)**

State Law prohibits discrimination. The selection of the contractor shall be made without regard to race, color, sex, age, religion, political affiliation, or national origin. Gould Farm reserves the right to reject any and all bids, to waive any informalities, to advertise for new bids, and to award one or more contracts, wholly or in part, as may be deemed to be in the best interest of Gould Farm. The Directors of the Board of William J. Gould Associates, Inc. shall be the Awarding Authority. The Awarding Authority reserves the right to terminate any contract if permits required by federal, state or local awarding authorities are denied or granted subject to conditions not acceptable to the Awarding Authority.

The successful bidder will provide insurance as stated in the Owner-Contractor Agreement. A Payment and Performance Bond in the amount of 100% of the Contract sum will be required.

Please direct any questions to:  
Zachary D. Culbreth, AIA  
35 Bridge St, Great Barrington, MA 01230  
Phone: (401) 573-4037  
Email: [office@zacculbreth.com](mailto:office@zacculbreth.com)

## **INSTRUCTIONS TO BIDDERS**

### **AWARDING AUTHORITY**

Directors of the Board of William J. Gould Associates, Inc.

### **PROJECT TITLE:**

ROADSIDE 2.0

### **BASE PROJECT SCOPE**

Construction of new one and one-half story wood framed café, store, and kitchen building with a slab-on-grade foundation and covered porch for outdoor dining. The building will have a commercial food service kitchen, a vaulted dining room to serve patrons, space for Gould Farm made products to be displayed for purchase, and two toilet rooms. All sitework, vehicular access improvements, septic improvements and wetlands permitting compliance through construction. Design/Build delivery of commercial grade food-service MEP building system including specifications and engineering coordination with the architect. (Lump Sum Bid)

**Bids shall be submitted to the architect, Zachary D. Culbreth, AIA, 35 Bridge Street, Great Barrington, MA 01230, no later than 1 PM on THURSDAY, FEBRUARY 16, 2023, for review by the Gould Farm Board of Directors. Sealed envelopes shall be clearly marked "Bid for NEW ROADSIDE CAFÉ BUILDING". Bids shall also be submitted via email to [office@zacculbreth.com](mailto:office@zacculbreth.com) with the subject line clearly noted as BID FOR NEW ROADSIDE CAFÉ BUILDING.**

Bid Proposal forms for this Contract are located in the Bid Response section.

Dates for Project Start and Project Completion of the Work are specified in the Bid Proposal.

Bidding Documents may be reviewed and/or obtained at the above address or from the following web address: <https://zacculbreth.com/2009-roadside-cafe-bid-documents>.

As used herein, capitalized terms shall have the meaning assigned to them in the General Conditions of the Contract and the Owner - Contractor Agreement unless the context clearly indicates otherwise.

## **INSTRUCTIONS TO BIDDERS (cont.)**

### **ARTICLE 1 - BIDDER'S REPRESENTATIONS**

- 1.1 Each Bidder by making a bid represents that:
1. The Bidder has read and understands the Contract Documents and the bid is made in accordance therewith.
  2. The Bidder has visited the site and is familiar with the local conditions under which the Work must be performed.
  3. The Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and
  4. The Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.
- 1.2 Failure to so examine the Contract Documents and site will not relieve any Bidder from any obligation under the bid as submitted. Neither the Town nor the Designer will be responsible for errors, omissions and/or charges for extra work arising from Bidder's failure to familiarize him/herself with the Contract Documents or existing conditions.

### **ARTICLE 2 - REQUESTS FOR INTERPRETATION**

- 2.1 Bidders shall promptly notify the Awarding Authority of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions. Such notification must be received by the Awarding Authority fourteen days (14) before the date bids are due in order to provide sufficient time for the Awarding Authority to review the notification and respond before the date bids are due if the Awarding Authority deems it appropriate.
- 2.2 Bidders requiring clarification or interpretation of the Contract Documents shall make such request to the Awarding Authority in the time frame set forth in 2.1 above.
- 2.3 It is the sole responsibility of the Bidder to ascertain the existence of any addenda issued by the Awarding Authority, whether or not the same are mailed to, or received by Bidder.

### **ARTICLE 3 - PREPARATION AND SUBMISSION OF BIDS**

- 3.1 Bids shall be submitted on the "Bid Proposal" form as appropriate, furnished at no cost by the Awarding Authority.
- 3.2 All entries on the Bid Form shall be made by computer or in ink.

**INSTRUCTIONS TO BIDDERS (cont.)**

3.3 Where so indicated on the Bid Form, sums shall be expressed in both words and figures. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control.

3.4 The bid shall be enclosed in a sealed envelope with the following plainly marked on the outside:

**BID FOR:  
ROADSIDE 2.0 PROJECT  
BIDDER'S NAME AND BUSINESS ADDRESS  
CONTACT PERSON AND PHONE NUMBER**

3.6 Bids shall also be submitted via email to: [office@zacculbreth.com](mailto:office@zacculbreth.com) by the date and time stipulated, with the subject line clearly marked "BID FOR ROADSIDE 2.0 PROJECT".

3.7 Date and time for receipt of bids is set forth on page 1 of these Instructions to Bidders. Any bid not received by the applicable deadline will not be accepted.

3.8 Timely delivery of a bid at the location designated shall be the full responsibility of the Bidders.

**ARTICLE 4 - ALTERNATES**

4.1 Alternates are enumerated in the Alternates Section of the Bid Proposal Forms to be submitted with the Bid.

**ARTICLE 5 - WITHDRAWAL OF BIDS****5.1 Before Opening Bids**

5.1.1 Any bid may be withdrawn prior to the specified deadline for the receipt of bids provided that the withdrawal shall be made by a written request signed by a person having the authority to bind the Bidder. The written request must be hand delivered or otherwise delivered to the Awarding Authority's designated representative and addressed to the attention of the Chief Procurement Officer and must be received on or before the date and time appointed as the deadline for the receipt of bids.

5.1.2 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.

**INSTRUCTIONS TO BIDDERS (cont.)****5.2 After Opening Bids**

A Bidder may withdraw its bid without penalty at any time up to the time of Award as defined below in subsection 6.1 only upon demonstrating to the satisfaction of the Awarding Authority that a death or disability has occurred or a bona fide clerical or mechanical error of a substantial nature was made during the preparation of the bid. Failure to demonstrate conclusively that a bona fide clerical or mechanical error of a substantial nature was made may result in forfeiture of the Bid Deposit, if required.

**ARTICLE 6 - CONTRACT AWARD**

- 6.1 Award means the determination and selection of the lowest, qualified, responsible and eligible Bidder, by the Awarding Authority. The Awarding Authority will award the contract to the lowest qualified, responsible and eligible Bidder within thirty (30) days, Saturdays, Sundays, and legal holidays excluded after the opening of bids. The Awarding Authority will review all bid submissions, including references, in making the determination regarding the lowest, qualified, responsible and eligible bidder. The Awarding Authority will make the determination regarding bidder qualifications in its sole discretion.
- 6.2 The Awarding Authority reserves the right to waive any informalities in or to reject any or all bids if it be in their interest to do so.
- 6.3 The Awarding Authority also reserves the right to reject any bid if it determines that such bid does not represent the bid of a person competent to perform the work as specified or if less than three (3) available bids are received.
- 6.4 The term "lowest qualified responsible and eligible bidder" shall mean the Bidder (1) whose bid is the lowest of those bidders possessing the qualifications, skill, ability, and integrity necessary for the faithful performance of the work; (2) who shall certify 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; and (3) who obtains within ten days of the notification of contract award the security by bond required under Article 11 of the General Conditions.



**INSTRUCTIONS TO BIDDERS (cont.)****ARTICLE 7 - FORMS REQUIRED AT CONTRACT APPROVAL**

7.1 Upon award, the Bidder shall complete the following forms to ensure prompt contract validation. These forms will be provided to the Contractor by the Awarding Authority, and three (3) originals must be submitted.

**1 Owner - Contractor Agreement.**

**2 Form of Corporate Vote (If Applicable)**

**3 Certificate of Compliance with State Tax Laws**

**4 Payment and Performance Bonds (See General Conditions)**

7.2 Insurance Certificates for the coverage required by Article 11 of the General Conditions must be submitted prior to contract execution by the Awarding Authority.

7.3 The Notice to Proceed with construction shall not be issued until the Owner – Contractor Agreement has been executed and all permits required to be obtained by the Owner have been granted with conditions acceptable to the Owner.

**BID RESPONSE FORM**

(Bidder) \_\_\_\_\_

(By) \_\_\_\_\_

(Title) \_\_\_\_\_

This bid must bear the written signature of the bidder or that of his/her duly authorized agent. If the bidder is a corporation or a partnership, the bid must be signed by a duly authorized officer of such corporation, or by a partner and the title of such officer must be stated. Satisfactory completion of the following data is an essential part of submission of this proposal and is required.

Address at which bidder  
can be contacted: \_\_\_\_\_  
\_\_\_\_\_

Telephone number at which  
bidder can be contacted: \_\_\_\_\_

Date: \_\_\_\_\_

(Seal – if Bid is by a corporation)  
SIGNED: \_\_\_\_\_

The Goud Farm Board of Directors reserves the right to accept or reject any or all bids if it is in Gould Farm’s best interest and to waive any informality in the bids received.

Bidders must submit the following with their bids:

- 1. Bid Response Form
- 2. Bid Proposal for BUILDING CONSTRUCTION & COMBINED BID
- 3. Bid Proposal for SITEWORK
- 4. OSHA Certification
- 5. Certificate as to Corporate Bidder
- 6. Three (3) Reference Projects

(Failure to submit any of the above will cause rejection of the bid proposal)

**BID PROPOSAL for BUILDING CONSTRUCTION & COMBINED PROJECT BID**

PROPOSAL FOR:

**GENERAL BUILDING CONSTRUCTION and TOTAL COMBINED BID FOR BUILDING AND SITEWORK**

For the

ROADSIDE 2.0 STORE & CAFÉ PROJECT for

William J. Gould Associates, Inc. (Gould Farm)

275 Main Rd.

Monterey, MA

By (Bidder): \_\_\_\_\_

Dated: \_\_\_\_\_

To: Lisanne Finston, Ex. Dir.  
William J. Gould Associates, Inc.  
Gould Farm Road  
Monterey, MA 01245

The undersigned hereby declares that he/she has carefully examined all Bidding Documents and related documents including those incorporated by reference, and all addenda thereto, and that he/she has personally inspected the actual location of the work, together with the local sources of supply, and that he/she has satisfied himself/herself as to all the quantities and conditions, and understands that in signing this Proposal Form he/she waives all right to plead any misunderstanding regarding same.

**ADDENDA**

The undersigned acknowledges receipt of the following Addenda, if any, issued during the bidding period and understands that they are to be considered part of the Bidding and Contract Documents for the project.

Addendum # _____	Dated _____
Addendum # _____	Dated _____
Addendum # _____	Dated _____
Addendum # _____	Dated _____
Addendum # _____	Dated _____

The undersigned further understands and agrees that he/she is to furnish and provide all the necessary material, machinery, plant, implements, tools, labor, services, skill, and any other items of whatever nature required to perform all the work necessary to fulfill the Contract and to complete the work in accordance with the drawings and specifications and any addenda thereto, and to accept in full compensation therefor the amount of the TOTAL COMBINED BID FOR BUILDING AND SITEWORK stated below, modified by such additive or deductive alternates, if any, as are accepted by the Owner. The undersigned agrees to be responsible for obtaining a building permit, but NOT including fees for same. *The Building Permit fee will be paid by the Owner.*

**BID PROPOSAL for BUILDING CONSTRUCTION & COMBINED PROJECT BID (cont.)**

**TOTAL BASE LUMP SUM BID PRICE for GENERAL BUILDING CONSTRUCTION**

The Total Bid of this Proposal for all work required by the Bidding Documents for the BUILDING CONSTRUCTION is:

\_\_\_\_\_ Dollars \$ \_\_\_\_\_

**BID BREAKDOWN**

The Base Lump Sum for the BUILDING CONSTRUCTION stated above includes all fees, and all other costs necessary to perform all the Work covered by this Proposal. The above lump sum can be broken down into the following amounts for the listed trades and or tasks. Overhead (OH) and Profit **is included** in each trade and/or task listed below. All allowances that are associated with any trade or task below are also **included**.

- 1. Excavation, Backfill, Foundation Drains Incl. All Labor, Materials, OH, and Profit: \$ \_\_\_\_\_
- 2. Under-Slab Vapor Barrier and Rigid Insulation Incl. All Labor, Materials, OH, and Profit: \$ \_\_\_\_\_
- 3. Concrete Foundations, Slabs and Waterproofing Incl. All Labor, Materials, OH, and Profit: \$ \_\_\_\_\_
- 4. Wall Framing and Sheathing Incl. All Labor, Materials, OH, and Profit: \$ \_\_\_\_\_
- 5. Manufactured Roof Trusses Incl. All Labor, Materials, Overhead, and Profit: \$ \_\_\_\_\_
- 6. Heavy Timber Trusses at Porch Incl. All Labor, Materials, OH, and Profit: \$ \_\_\_\_\_
- 7. Roof Decking Incl. All Labor, Materials, OH, and Profit: \$ \_\_\_\_\_
- 8. Insulation Incl. All Labor, Materials, OH, and Profit: \$ \_\_\_\_\_
- 9. Gypsum Wall Board (Hung and Taped) Incl. All Labor, Materials, OH, and Profit: \$ \_\_\_\_\_
- 10. Interior and Exterior Doors and Windows Incl. All Labor, Materials, OH, and Profit: \$ \_\_\_\_\_
- 11. Finish Carpentry, Trim, and Site-Built Millwork Incl. All Labor, Materials, OH, and Profit: \$ \_\_\_\_\_
- 12. Exterior Siding and Trim Incl. All Labor, Materials, OH, and Profit: \$ \_\_\_\_\_
- 13. Roofing: Standing Seam Metal Incl. All Labor, Materials, OH, and Profit: \$ \_\_\_\_\_
- 14. **ENGINEERING SERVICES** for providing fully functional and code compliant commercial foodservice grade Mechanical, Electrical and Plumbing (MEP) System \$ \_\_\_\_\_
- 15. HVAC System, Installed Incl. All Labor, Materials, OH, and Profit: \$ \_\_\_\_\_
- 16. Commercial Kitchen Hood Incl. All Labor, Materials, OH, and Profit: \$ \_\_\_\_\_
- 17. Kitchen Appliances, Equip., and Specialty Plumbing Incl. All Labor, Materials, OH, and Profit: \$ \_\_\_\_\_
- 18. Tile and Epoxy Veneer Flooring Incl. All Labor, Materials, OH, and Profit: \$ \_\_\_\_\_
- 19. Painting (Interior/Exterior) Incl. All Labor, Materials, OH, and Profit: \$ \_\_\_\_\_
- 20. Other Miscellaneous Materials and Allowances Incl. All Labor, Materials, OH, and Profit: \$ \_\_\_\_\_

**BID PROPOSAL for BUILDING CONSTRUCTION & COMBINED PROJECT BID (cont.)**

**TOTAL BASE LUMP SUM BID for GENERAL BUILDING CONSTRUCTION** (from previous page)

\_\_\_\_\_ Dollars \$ \_\_\_\_\_

**TOTAL BASE LUMP SUM BID for SITEWORK CONSTRUCTION** (from SITEWORK BID FORM)

\_\_\_\_\_ Dollars \$ \_\_\_\_\_

**TOTAL COMBINED BASE LUMP SUM BID for ALL BUILDING AND SITEWORK CONSTRUCTION**

Sum of GENERAL BUILDING CONSTRUCTION and SITEWORK Lump Sum Bid Prices:

\_\_\_\_\_ Dollars \$ \_\_\_\_\_

The undersigned Bidder hereby declares that the Total Combined Lump Sum Bid Price above includes all the General Building Construction and Sitework Construction for the project and that there are no gaps or overlaps in pricing or scope of work.

**ALTERNATES**

1. Roofing: Asphalt Architectural Shingles Incl. All Labor, Materials, OH, and Profit: \$ \_\_\_\_\_

**TAX EXEMPTION**

The Owner is **exempt** from the payment of taxes and compensating use taxes of the Commonwealth of Massachusetts on all materials, equipment, and supplies sold to the Owner pursuant to this Contract. Also exempt from such taxes are purchases by the General Contractor and his subcontractors of materials, equipment, and supplies to be sold to the Owner pursuant to this Contract, including tangible or other real property forming part of this Project. **These taxes are not to be included in the Bid.**

**PROJECT START**

The undersigned agrees to start the work covered by this proposal on or before \_\_\_\_\_

**PROJECT COMPLETION**

The undersigned agrees to complete the work covered by this proposal in \_\_\_\_\_ calendar days commencing on the start date of construction.

**ALLOWANCES**

The allowances listed below are for materials only, at contractor's discounted cost, plus taxes and freight unless otherwise noted. Include in the base bid all other costs including labor, overhead and profit and costs of additional adjacent or related construction.

None

**ITEMS TO BE SALVAGED FOR REUSE**

None

**BID PROPOSAL for BUILDING CONSTRUCTION & COMBINED PROJECT BID (cont.)**

**OWNER SUPPLIED ITEMS TO BE INSTALLED BY GC**

Propane Tank will be provided by Owner’s supplier and installed by SITEWORK Contractor.

**WORK SUPPLIED BY OWNERS UNDER SEPARATE CONTRACT and COORDINATED BY GC**

Security and Fire Alarm System to be provided and installed by Alarms of Berkshire County.

**ACCEPTANCE/REJECTION OF BIDS**

The undersigned agrees that the owner shall have the right to accept or reject any or all bids.

**AGREEMENT**

The undersigned, if notified in writing of the acceptance of this proposal within fourteen (14) calendar days of opening of the bids, agrees to execute a Contract in the form and manner as agreed to with the Owner and agrees to deliver this signed Agreement to the Owner within ten (10) business days after the notification of such award.

**UNIT PRICES**

The undersigned agrees that the following unit prices shall be the BASIS FOR ADJUSTMENTS to the Contract Sum for increase and/or decreases to the scope of Work. The unit prices below shall be NET and shall include all costs related to labor, materials, taxes, insurance, overhead, profit, and all other charges.

	ADD	DEDUCT
1. Hourly rate for ROUGH FRAMING	\$ _____	\$ _____
2. Hourly rate for FINISH CARPENTRY	\$ _____	\$ _____
3. Hourly rate for APPLYING FINISHES/PAINTING	\$ _____	\$ _____
4. Percentage for Overhead and Profit for all additional subcontractor’s labor and materials	\$ _____	\$ _____

**SUBCONTRACTORS**

Trade	Name	Address	Phone Number
Concrete	_____	_____	_____
Framing	_____	_____	_____
Roofing	_____	_____	_____
Plumbing/Mech	_____	_____	_____
MEP Engineering	_____	_____	_____
Electrical	_____	_____	_____
Painting/Drywall	_____	_____	_____

**CERTIFICATION**

Contractor’s License Type: \_\_\_\_\_ Number: \_\_\_\_\_

Legal Name of Person, Partnership, or Corporation: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_ (SIGNED) \_\_\_\_\_

END OF PROPOSAL

**BID PROPOSAL for SITEWORK**

As noted in the Invitation to Bid, the Bidder’s attention is directed to the Bid Documents being provided in two packages: BUILDING and SITEWORK. Although the plans and specifications for the two packages are separate with two itemized bid forms, the project will be awarded as one single and complete project including both the BUILDING and the SITEWORK. The combined total of the two bid packages will comprise the Total Combined Base Bid for the project. The Bidder’s Total Combined Bid shall be inclusive of all required work with no gaps or overlaps.

This Proposal Form is for itemizing and totaling the Sitework portion of the project. The total Sitework Base Bid shall also be entered in the Building Construction & Combined Bid Form.

The attention of General Bidders is directed to Tryon Construction Co, of Monterey, MA. Tryon has a long history of working successfully at Gould Farm. and is also the operator of the gravel pit on the Gould Farm property. Although Gould Farm is not directing the General Bidder to use Tryon for this project, Gould Farm does request that they consider Tryon's bid for SITEWORK CONSTRUCTION.

PROPOSAL FOR:  
**SITEWORK CONSTRUCTION**

For the  
ROADSIDE 2.0 STORE & CAFÉ PROJECT for  
William J. Gould Associates, Inc. (Gould Farm)  
275 Main Rd.  
Monterey, MA

By (Bidder): \_\_\_\_\_

Dated: \_\_\_\_\_

To: Lianne Finston, Ex. Dir.  
William J. Gould Associates, Inc.  
Gould Farm Road  
Monterey, MA 01245

Bidder’s Declaration, Addenda Acknowledgement, etc.  
(Refer to BUILDING CONSTRUCTION & COMBINED PROJECT BID PROPOSAL)

**BID PROPOSAL for SITEWORK (cont.)**

**TOTAL BASE LUMP SUM BID PRICE for SITEWORK**

The proposed Total Base Bid for all work required by the Bidding Documents for the SITEWORK is:

\_\_\_\_\_ Dollars \$ \_\_\_\_\_

**BID BREAKDOWN**

The Base Lump Sum for the SITEWORK CONSTRUCTION stated above includes all fees, and all other costs necessary to perform all the Work covered by this Proposal. The above lump sum can be broken down into the following amounts for the listed trades and or tasks. Overhead (OH) and Profit **is included** in each trade and/or task listed below. All allowances that are associated with any trade or task below are also **included**. (The Bidding Categories listed below are intended to be general; contractor shall include all work required to deliver the project in the bid whether it is itemized the in the bidding category description or not.)

- 1. Erosion, Sedimentation, Dust Control, and Safety Fencing, Wetlands Permit Compliance; etc. \$ \_\_\_\_\_
- 2. Building Demolition and Disposal including Removal of Existing Foundations: \$ \_\_\_\_\_
- 3. Tree Removals, Stump and Root Clearing, Stripping/Stockpile of Topsoil: \$ \_\_\_\_\_
- 4. Excavation, Backfill, Compaction, Grading (not Required for Building Foundations) \$ \_\_\_\_\_
- 5. Site Drainage Structures and Piping, Sub Grade Connections, Connections to Existing: \$ \_\_\_\_\_
- 6. Site Utilities, Electrical, Tel-Data, Trenching, Conduits, Coordination w. Elec. & Utilities Co. \$ \_\_\_\_\_
- 7. Well Access Preparation and Restoration \$ \_\_\_\_\_
- 8. Water Supply Piping, Connection to Existing, Shutoff: \$ \_\_\_\_\_
- 9. Septic System Upgrades: New precast concrete 3000-gallon septic tank (complete in place), removal and replacement of precast concrete 2500-gallon septic tank (complete in place), adjusting existing risers/manholes to grade, septic absorption area expansion (complete in place), septic area retaining walls, 200 LF sewer force main relocation, etc: \$ \_\_\_\_\_
- 10. Propane Gas and Piping: \$ \_\_\_\_\_
- 11. Walkways, Site Steps, Dumpster & Condenser Pads: \$ \_\_\_\_\_
- 12. Boulder Walls, Slope Stabilization w. Sub Grade Drainage: \$ \_\_\_\_\_
- 13. Asphalt Pavement Parking Area, Driveway, Loading Area: \$ \_\_\_\_\_
- 14. Parking Striping, Handicap Parking Signage: \$ \_\_\_\_\_
- 15. Loam and Seed, Wetlands Restoration Plantings, Landscape: \$ \_\_\_\_\_
- 16. Allowance for Rock Excavation: \$ \_\_\_\_\_
- 17. General Conditions, Other Miscellaneous Materials and Allowances: \$ \_\_\_\_\_



**BID PROPOSAL for SITEWORK (cont.)**

**ALLOWANCES**

1. *DEDUCT* for 3,000-gallon septic tank, 2,500-gallon pump chamber, septic absorption area expansion, septic retaining wall and 110 LF sewer force main relocation.

\$ \_\_\_\_\_

**TAX EXEMPTION** (Refer to BUILDING CONSTRUCTION & COMBINED BID PROPOSAL FORM)

**PROJECT START** (Refer to BUILDING CONSTRUCTION & COMBINED BID PROPOSAL FORM)

**PROJECT COMPLETION** (Refer to BUILDING CONSTRUCTION & COMBINED BID PROPOSAL FORM)

**ALLOWANCES**

The allowances listed below are for materials only, at contractor’s discounted cost, plus taxes and freight unless otherwise noted. Include in the base bid all other costs including labor, overhead and profit and costs of additional adjacent or related construction.

None for SITEWORK

**ITEMS TO BE SALVAGED FOR REUSE**

None

**OWNER SUPPLIED ITEMS TO BE INSTALLED BY GC**

Propane Tank will be provided by Owner’s supplier and installed by SITEWORK Contractor.

**ACCEPTANCE/REJECTION OF BIDS**

(Refer to BUILDING CONSTRUCTION & COMBINED PROJECT BID PROPOSAL FORM)

**AGREEMENT** (Refer to BUILDING CONSTRUCTION & COMBINED PROJECT BID PROPOSAL FORM)

**UNIT PRICES** (Refer to BUILDING CONSTRUCTION & COMBINED PROJECT BID PROPOSAL FORM)

**SUBCONTRACTORS - SITEWORK**

Trade	Name	Address	Phone Number

**CERTIFICATION**

Contractor’s License Number & Type: \_\_\_\_\_

Legal Name of Person, Partnership, or Corporation: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_ (SIGNED) \_\_\_\_\_

END OF PROPOSAL - SITEWORK

**OSHA CERTIFICATION**

The undersigned agrees that if he/she is selected as the contractor, he/she will comply with the provisions of M.G.L. Chapter 30, Section 39S.

The undersigned certifies, under penalties of perjury, that he/she is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in 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 all employees to be employed in the work subject to this bid 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.

Date: \_\_\_\_\_

\_\_\_\_\_  
(Name of General Bidder)

By \_\_\_\_\_ (SIGNED) \_\_\_\_\_

(Name of person Signing Bid and Title)

\*Signature is required

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

City and State: \_\_\_\_\_

Telephone: \_\_\_\_\_

**CERTIFICATE AS TO COPORATE BIDDER**

I, \_\_\_\_\_ certify that I am the  
\_\_\_\_\_ of the corporation named as bidder in the Bid  
included herein; that \_\_\_\_\_, who signed said Bid on behalf of the Bidder was  
then \_\_\_\_\_ of said corporation; that I know his/her signature; that his/her  
signature thereon is genuine, and that said Bid was duly signed, sealed and executed for and on  
behalf of said corporation by authority of its governing body.

(Corporate Seal)

\_\_\_\_\_  
(Secretary – Clerk)

Dated: \_\_\_\_\_

**REFERENCE PROJECTS**

Bidders shall list three projects of similar scale and scope to the ROADSIDE 2.0 PROJECT along with budget and contact information for Owner representatives or architects for each project. Bidder shall provide a short description of the reference projects, including square footage.

**REFERENCE PROJECT 1**

Project: \_\_\_\_\_

Project Description: \_\_\_\_\_

Square Footage: \_\_\_\_\_

Budget: \_\_\_\_\_ Completion Date: \_\_\_\_\_

Owner's Representative/Architect: \_\_\_\_\_

**REFERENCE PROJECT 2**

Project: \_\_\_\_\_

Project Description: \_\_\_\_\_

Square Footage: \_\_\_\_\_

Budget: \_\_\_\_\_ Completion Date: \_\_\_\_\_

Owner's Representative/Architect: \_\_\_\_\_

**REFERENCE PROJECT 3**

Project: \_\_\_\_\_

Project Description: \_\_\_\_\_

Square Footage: \_\_\_\_\_

Budget: \_\_\_\_\_ Completion Date: \_\_\_\_\_

Owner's Representative/Architect: \_\_\_\_\_

**AWARD OF CONTRACT:**

Award will be made at discretion of the Directors of the Board of William J. Gould Associates, Inc. to the lowest, qualified, responsive, responsible and eligible Bidder. The party to whom the contract is awarded will be required to execute the Agreement, obtain Payment Bonds, Insurance Certificates and Certification Form, and a Certificate of Vote of authorization of signature on Documents, within ten (10) calendar days from receipt of Notice of Award. The Notice of Award shall be accompanied by the necessary Agreement and Bid Forms. In case of failure of the Bidder to execute the Agreement and provide the above-mentioned Bonds, Certificates, etc., the Directors of the Board of William J. Gould Associates, Inc. may at his option, consider the Bidder in default.

**PAYMENT AND PERFORMANCE BONDS:**

A Payment and a Performance Bond(s) in the amount of one hundred percent (100%) of the Contract price, with a corporate surety approved by the Directors of the Board of William J. Gould Associates, Inc. will be required for the faithful performance of the Contract.

Attorneys-in-fact, who sign Bid Bonds or Payment Bond, must file with each Bond, a certified and effective dated copy of their Power of Attorney.

**CONTRACT INSURANCE:**

The successful bidder shall provide Commercial General Liability Insurance, Automotive Liability Insurance, Worker's Compensation and Employer's Liability Insurance, including other coverage such as indicated in the General Conditions and as amended in the Supplementary Conditions.

The successful bidder shall provide separate William J. Gould Associates, Inc. Protective Liability Insurance with \$ 2million liability and \$4 million umbrella insurance, with William J. Gould Associates, Inc. as insured. A Rider clause to the CONTRACTOR'S Liability Insurance will not be acceptable.

The Certificate of Insurance shall list William J. Gould Associates, Inc. as an additional insured.

**NOTICE TO PROCEED:**

The Notice to Proceed shall be issued within thirty (30) days of the effective date of the Agreement by the Directors of the Board of William J. Gould Associates, Inc.. Should there be reasons why the Notice to Proceed cannot be issued within such period; the time may be extended by mutual agreement between the Directors of the Board of William J. Gould Associates, Inc. and the successful bidder. If the Notice to Proceed has not been issued within the thirty (30) day period, or within the period mutually agreed upon, the successful bidder may terminate the Agreement without further liability on the part of either party.