

**Addendum No. 1  
to the Bidding Documents**

**Maki Park Project  
City of Gardner  
Gardner, MA**

**Issued May 12, 2023**

Under the provisions of Article 11 of Section 00112, Information for Bidders, Bidders are informed that the Bidding Documents for the above-mentioned Project are modified, corrected, and/or supplemented as follows. Addendum No. 1 becomes part of the Bidding Documents and Contract Documents.

Acknowledge receipt of this addendum by inserting its number on Page 00410-19, Article 5.2 of the Bid form. Failure to acknowledge receipt of the Addendum may subject the Bidder to disqualification.

**Project Manual Changes**

**Item 1-1 Section 00410 – Form of General Bid**

**Delete** the section 00410 – Form of General Bid in its entirety and **replace** it with the attached section 00410 – Form of General Bid.

**Item 1-2 Section 01290 – Application and Certification for Payment**

**Delete** the section 01290 – Application and Certificate for Payment in its entirety and **replace** it with the attached section 01290 – Application and Certificate for Payment.

**Pre-Bid Attendance Sheet**

A list of attendees at the May 10, 2023 pre-bid meeting is attached.

END OF ADDENDUM NO. 1

J:\G\G0384 Gardner\T80 - Maki Park\Bidding\Addenda\ADDENDUM NO 1.docx

SECTION 00410

FORM FOR GENERAL BID

PROJECT IDENTIFICATION:

Maki Park Project

TABLE OF ARTICLES

1. Bid Recipient
2. Bidder's Acknowledgements
3. Bidder's Representations
4. Bidder's Certifications
5. Basis of Bid
6. Time of Completion
7. Attachments to This Bid
8. Bid Submittal

ARTICLE 1 - BID RECIPIENT

- 1.1 This Bid is submitted to:

Purchasing Department  
Gardner City Hall  
95 Pleasant Street – Room 217  
Gardner, MA 01440

- 1.2 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGEMENTS

- 2.1 Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation, those dealing with the disposition of Bid deposit. The Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 2.2 The Work under this Contract shall be subject to the provisions of Chapter 30, Section 39M of the Massachusetts General Laws.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

- 3.1 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents and hereby acknowledges the receipt of all Addenda.
- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### ARTICLE 4 - BIDDER'S CERTIFICATION

- 4.1 Bidder certifies that Bidder 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 Bidder will comply fully with all laws and regulations applicable to awards made subject to MGL Chapter 30, Section 39M.

- 4.2 Bidder certifies that, under penalty of perjury, Bidder is not presently debarred from doing public construction work in the Commonwealth under the provisions of MGL Chapter 29, Section 29F or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation 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.
- 4.3 Bidder hereby certifies under the penalties of perjury, to the best of Bidder's knowledge and belief, that Bidder has filed all State tax returns and paid all State taxes required by law.
- 4.4 Bidder certifies that, under the penalties of perjury, 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.
- 4.5 Bidder certifies that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
- 4.6 Bidder certifies that Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
- 4.7 Bidder certifies that Bidder has not solicited or induced any individual or entity to refrain from bidding.
- 4.8 Bidder certifies that Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph:
  - A. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  - B. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of the Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - C. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  - D. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### ARTICLE 5 - BASIS OF BID

- 5.1 Bidder proposes to furnish all labor and materials required for construction of the Maki Park Project in accordance with the accompanying Bidding Documents prepared by Tighe &

Bond, Inc., for the Contract Price specified below, subject to additions and deductions according to the terms of the Bidding Documents.

5.2 This Bid includes Addenda numbered \_\_\_\_\_.

5.3 The proposed total Contract Price (including Item 1A) is:  
 \_\_\_\_\_ dollars  
 (words)  
 (\$ \_\_\_\_\_ )  
 (figures)

5.4 The subdivision of the proposed Contract Price is as follows:

**Item 1 – Maki Park Project:** The work of the General Contractor, being all Work other than that covered by Item 1A.

\_\_\_\_\_ dollars  
 (Bid in words)  
 (\$ \_\_\_\_\_ )  
 (figures)

Item Number	Item Name and Unit Bid Prices Written in Words and Figures	Estimated Quantity	Total Amount of Item (in figures)
1A	Utility Service Connection, per allowance, the price of:  Ten Thousand Dollars (\$10,000.00 )	Allowance =	<u>\$10,000.00</u>

**ARTICLE 6 - TIME OF COMPLETION**

- 6.1 Bidder agrees that the Work will be substantially completed and ready for final payment in accordance with Section 27 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.2 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times as stated in the Agreement.

**ARTICLE 7 - ATTACHMENTS TO THIS BID**

- 7.1 The following documents are attached to and made a condition of this Bid:
  - A. Bid deposit in the amount of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), consisting of a bid bond in the amount of five percent of the total amount of Bid
  - B. Evidence of authority to sign
  - C. List of Project References
  - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids

- E. MBE/WBE participation forms
- F. City of Gardner Department of Community Development and Planning “Qualification Statement”.

ARTICLE 8 - BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

By: \_\_\_\_\_  
*[Signature]*

*[Printed name]* \_\_\_\_\_  
*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_  
*[Signature]*

*[Printed name]* \_\_\_\_\_

Title: \_\_\_\_\_

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

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Fax Number: \_\_\_\_\_

Contact Name and e-mail address: \_\_\_\_\_  
\_\_\_\_\_

Bidder's License No.: \_\_\_\_\_  
*(where applicable)*

END OF SECTION

\\tighebond.com\data\Data\Projects\G\G0384 Gardner\T80 - Maki Park\Design\Specifications\Division 0\00410-LS (1).docx

## SECTION 01290

## APPLICATION AND CERTIFICATE FOR PAYMENT

## PART 1 GENERAL

## 1.1 SUMMARY

- A. Section Includes
  - 1. Definition and description of measurement and payment to be used for the Work
  - 2. Payment procedures
  - 3. Payment requests for stored materials
- B. Related Requirements
  - 1. Section 01295 - Schedule of Values

## 1.2 GENERAL

- A. The following paragraphs describe payment procedures for the work to be done under the respective items in the Bid Form.
- B. Each lump sum will be deemed to include an amount considered by the Contractor to be adequate to cover the Contractor's overhead and profit for each separately identified item.
- C. Except as provided for in Section 01295, no separate measurement or payment will be made for Work called for in Division 0 or Division 1 of the Contract Specifications, unless specifically covered under the Bid items listed below. All costs associated with this Work will be considered incidental to the Contract Bid price.
- D. Division 2 through Division 16 Work will be measured and paid for at the Contractor's lump sum Bid price as indicated on the Bid form. Those payable Work items, and related prices as Bid, will be the basis for all compensation to the Contractor for Work performed under this Contract. Work not specifically included as a Bid item, but which is required to properly and satisfactorily complete the Work is considered ancillary and incidental to the Bid item Work, and payment for such Work is considered to be included in the values as Bid for payable items.

## 1.3 LUMP SUM ITEMS

- A. Each lump sum price stated in the Bid form shall constitute full compensation for all labor, equipment and materials necessary and required to complete the work specified under that particular item, and also all costs for doing related work as set forth in the Contract Documents or implied in carrying out their intent.
- B. Item 1 – Maki Park Project
  - 1. Measurement
    - a. There will be no measurement of quantities for lump sum items. Periodic partial payments for this Work, included under the Agreement, shall be based on the percent completion of each work item listed in the Schedule



of Values provided under Section 01295 estimated by the Contractor and approved by the Engineer.

2. Payment

- a. The lump sum payment shall be full compensation for furnishing all labor, materials, tools, equipment, and services necessary for the construction of the Maki Park Project, in its entirety as detailed in the Contract Documents.

1.4 UNIT PRICE ITEMS

A. Each unit price stated in the Bid form shall constitute full compensation for all labor, equipment and materials necessary and required to complete the Work specified under that particular item, and also all costs for doing related work as set forth in the Contract Documents or implied in carrying out their intent.

B. Payment of the unit price items will only be made for the actual quantity of Work performed in accordance with the Contract Documents.

C. Item 1A – Utility Service Connection

1. Measurement

- a. Measurement for Utility Service Connection will be on a fixed allowance value basis using the National Grid invoices. Contractor shall retain National Grid to perform the work.
- b. The Contractor's coordination with National Grid, including all labor, equipment, and materials required for or incidental to the Work are included in the base bid Work and shall not be paid under this item.

2. Payment

- a. Payment will be made upon receipt of a copy of the National Grid invoices and a copy of the Contractor's check to National Grid.

1.5 PAYMENT PROCEDURES

A. Informal submittal: Unless otherwise directed by the Engineer:

1. Make an informal submittal of request for payment by filling in, with erasable pencil, pertinent portions of EJCDC C-620, Contractor's Application for Payment, plus continuation sheet or sheets.
2. Make this preliminary submittal to the Engineer at the last regular job meeting of each month.
3. Revise the preliminary submittal as approved by the Engineer and incorporate the approved payments into the formal submittal.

B. Formal submittal: Unless otherwise directed by the Engineer:

1. Make formal submittal of request for payment by filling in the agreed data, by typewriter or electronically on EJCDC C-620, Contractor's Application for Payment, plus continuation sheet or sheets.

2. Sign and notarize the Application for Payment.
3. Submit the original of the Application for Payment, plus six identical copies of the continuation sheet or sheets, to the Engineer.
4. The Engineer will compare the formal submittal with the approved informal submittal and, if acceptable, will sign the Contractor's Application for Payment, and present the Application to the Owner.
5. Provide a signed and notarized Certificate for Stored Materials and proof of storage in a dry, watertight, heated and insured warehouse facility.

#### 1.6 PAYMENT REQUESTS FOR STORED MATERIALS

- A. Requests for payment for stored materials shall be made in accordance with Section 00700 and shall be accompanied by the attached "Certificate for Stored Materials" form. Payment for stored materials shall not exceed the value actually paid by the Contractor for the stored materials as evidenced by the accompanying bill of sale, invoice, or other documentation.
- B. Partial payment requests for materials stored or so-called "engineering costs" by equipment manufacturers will not be allowed. All such costs shall be distributed proportionately among the various items of equipment/hardware to be furnished.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

\\tighebond.com\data\Data\Projects\G\G0384 Gardner\T80 - Maki Park\Design\Specifications\Division  
1\01290.docx

CERTIFICATE FOR STORED MATERIALS

\_\_\_\_\_ Tighe & Bond Project No.

We, \_\_\_\_\_, request payment for materials and/or equipment not incorporated in the work included under our firm's contract with \_\_\_\_\_ as listed below.

We hereby certify under penalty of perjury, that the materials not incorporated in the work have been delivered and are securely stored at the site or at \_\_\_\_\_ and that we have title to said materials free and clear of all Liens, as evidenced by the attached bill of sale, invoice, or other documentation.

We also certify that an inventory of said materials and/or equipment has been compiled for the purposes of this monthly partial payment request. This list of materials and/or equipment, including unit prices for said material not incorporated in the work for which payment is hereby requested, consisting of \_\_\_\_\_ pages and dated \_\_\_\_\_, is signed and attached hereto.

We acknowledge that payments made based on this request for materials and/or equipment not incorporated in the work does not relieve the contractor of its responsibility for furnishing all materials and equipment required for the satisfactory completion of the project pursuant to the contractual requirements.

We further certify that we can and will adequately protect said materials and/or equipment until they are incorporated in the work; that they meet the requirements of the specifications, and that they will be needed for incorporation in the work in the near future.

IN WITNESS WHEREOF, we, the said \_\_\_\_\_ h-  
ereunto set our hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Contractor's Firm Name

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

By \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
Notary Public

SCHEDULE OF STORED MATERIALS

Job No. \_\_\_\_\_  
Contract No. \_\_\_\_\_  
Contractor: \_\_\_\_\_  
Location: \_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_  
Pay Estimate \_\_\_\_\_

Item	Description	Supplier/Manufacturer	Quantity Stored and not Incorporated	Unit \$	Certified Value

Signature: \_\_\_\_\_  
Contractor's Principal

Total Amount Due for Stored Materials \_\_\_\_\_

Title: \_\_\_\_\_

