

BID

THE *** BID *** OF

Robert B. Orr Co. Inc.
(Name of Bidder*)

HEREINAFTER CALLED THE "BIDDER"

SUBMITTED IN RESPONSE TO THE INVITATION TO BID

ISSUED ON: September 27, 2017
ISSUED BY: Peggy Nickerson, Procurement Officer
Woods Hole, Martha's Vineyard & Nantucket Steamship Authority
FOR CONTRACT NO. 13-2017R (REBID)
TITLE OF CONTRACT: Vineyard Haven Seawall Repairs 2017
CLOSING DATE: October 25, 2017
CLOSING TIME: 2:00 PM Prevailing Time

ADDRESS AT WHICH BIDS ARE TO BE RECEIVED:

**Woods Hole, Martha's Vineyard and
Nantucket Steamship Authority**
Procurement Office
One Railroad Avenue
Woods Hole, MA 02543

**Insert Name of Corporation, Partnership or Individual as applicable.*

(IMPORTANT NOTICE TO BIDDERS: The Bid Form is comprised of 15 pages. Please ensure that a complete bid is submitted for consideration. Failure to do so may result in rejection of your bid.)

TO: Woods Hole, Martha's Vineyard & Nantucket Steamship Authority acting herein through its Procurement Officer (hereinafter called the "Owner")

Revised through Addendum #1 Issued: 10/17/2017

Ladies and Gentlemen:

1. The undersigned Bidder, pursuant to and in strict compliance with the Invitation for Bids, including all of the appendices thereto, the accompanying drawings and specifications, and the other proposed Contract Documents relating to:

Vineyard Haven Seawall Repairs 2017
Contract No. 13-2017R (REBID)

including the following addenda*

1, 2

*IMPORTANT NOTICE TO BIDDERS: If the Bidder has received any addenda, the reference number of each addendum must be entered in the appropriate space (or spaces) above, which shall constitute an acknowledgment that the Bidder has received a copy of each addendum and agrees that its provisions constitute part of the Contract Documents. Failure to do so may result in the rejection of your Bid.

ITEM NO.	DESCRIPTION AND UNIT PRICES WRITTEN	ESTIMATED QUANTITY	UNIT PRICE IN FIGURES	TOTAL ITEM AMOUNT
1	Mobilization/Demobilization Lump Sum Price in Words: <u>Forty seven thousand nine hundred</u> <u>ninety dollars and zero cents</u>	Lump Sum	\$ 47,990.00	\$ 47,990.00
2	Concrete Crack Repair Clean cracks and install epoxy crack repair system Per Linear Foot Unit Price in Words: <u>Three hundred two dollars</u> <u>and zero cents</u>	25 LF	\$ 302.00	\$ 7,550.00
3	Concrete Spall Repair Chip back to sound concrete and install repair mortar Per Square Foot Unit Price in Words: <u>Three hundred thirty five</u> <u>dollars and zero cents</u>	335 SF	\$ 335.00	\$ 112,225.00

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4	Joint Repair Sawcut full depth joint between sheet pile cap and pier, install elastomeric joint sealer, and install expansion joint cover Per Linear Foot Unit Price in Words: <u>Three hundred twelve</u> <u>Dollars and zero Cents</u>	130 LF	\$ 312.00	\$ 40,560.00
5	Concrete Seawall Repair Install steel sheet pile wall and concrete fill Per Linear Foot Unit Price in Words: <u>One thousand four hundred</u> <u>Dollars and zero Cents</u>	100 LF	\$ 1,400.00	\$ 140,000.00

TOTAL CONTRACT PRICE - ALL ITEMS	\$ 348,325.00
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Having become thoroughly familiar with the terms and conditions of the proposed Contract Documents and with local conditions, and having fully inspected the site in all particulars, hereby proposes and agrees to fully furnish and deliver all labor, materials, supplies and/or services within the time stated and in strict accordance with the Contract Documents, for the TOTAL CONTRACT PRICE specified below, subject to additions and deductions according to the terms of the Contract Documents:

Three hundred forty eight thousand three hundred
 (TOTAL CONTRACT PRICE - (ITEMS 1 through 5) - STATED IN WORDS)
twenty five dollars and zero Cents

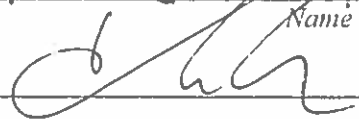
\$ 348,325.00
 (TOTAL CONTRACT PRICE - (ITEMS 1 through 5) - STATED IN NUMBERS)

2. The undersigned agrees that, if he is selected as Contractor, he will within ten days after presentation thereof by the Authority, execute a contract in accordance with the terms of this bid and furnish a labor and materials or payment bond of a surety company qualified to do business under the laws of the Commonwealth of Massachusetts and satisfactory to the Authority and in the sum of the Total Contract Price, the premiums for which are to be paid by the Contractor and are included in the Total Contract Price; provided, however, that if there is more than one surety company, the surety companies shall be jointly and severally liable.

3. The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; and 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 ten 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.

4. The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph, the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth of Massachusetts under the provisions of Mass. G.L. c. 29, §29F, or any other applicable debarment provisions of any other chapter of the Massachusetts General Laws or any rule or regulation promulgated thereunder.

Respectfully submitted, Robert B Our Co, Inc
Name of Bidder/Company*

Signature: 

Print Name of Above: Christopher W. Our

Title: President

Business Address: 24 Great Western Road

Harwich MA 02645

Business Telephone No.: 508-432-0530

Business Email Address: mtimmerman@robertbour.com

SEAL

*(apply corporate seal if bid is
by a corporation)*

CERTIFICATIONS

I, Christopher W. Our,
of Robert B Our Co., Inc., the Bidder named

herein, hereby certify under the penalties of perjury, to the best of my knowledge, information and belief:

- A. that the Bidder has not given, offered or agreed to give any person, corporation or other entity representing, employed by or associated with the Woods Hole, Martha's Vineyard and Nantucket Steamship Authority any gift, contribution or offer of employment as an inducement for, or in connection with, the award of this Contract;
- B. that no person, corporation or other entity, other than a bona fide full time employee of the Bidder, has been retained or hired by the Bidder to solicit for or in any way assist the Bidder in obtaining the Contract upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of the Contract to the Bidder;
- C. that no Member, employee, consultant or agent of the Authority shall be in the employ of, or be in any way, directly or indirectly, financially interested in any partnership, corporation or association having any financial transactions connected with the Contract;
- D. pursuant to Mass. G.L. c. 7, § 22C, that the Bidder does not employ ten or more employees in an office or other facility located in Northern Ireland or, if it does so employ ten or more employees there, that (a) it does not discriminate in employment, compensation or the terms, conditions and privileges of employment on account of religious or political beliefs; and (b) it promotes religious tolerance within the work place and the eradication of any manifestations of religious and other illegal discrimination;
- E. pursuant to Mass. G.L. c. 151A, § 19A(b), that the Bidder has complied with all laws of the Commonwealth of Massachusetts relating to contributions to the Massachusetts Unemployment Fund and payments in lieu of such contributions. In addition, the employer must submit a certificate of compliance issued by the Department of Unemployment Assistance showing that it is current in all its obligation prior to the issuance of any contract;
- F. pursuant to St. 1990, c. 521, § 7, as amended by St. 1991, c. 329, that the Bidder does not have fifty or more employees or, if it does employ fifty or more employees, it has established a dependent care assistance program or a cafeteria plan whose benefits include a dependent care assistance program or it offers child care tuition assistance or on-site or near-site subsidized child care placements;
- G. pursuant to Mass. G.L. c. 62C, § 49A, that the Bidder has complied with all laws of The Commonwealth of Massachusetts relating to taxes, reporting of employees and Bidders, and withholding and remitting child support;

- H. this Contract has been entered into in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals; and
- I. pursuant to Mass. G.L. c. 30, § 39S, the Bidder will comply with the provisions of Mass. G.L. c. 30, § 39S, in regard to the required OSHA approved safety & health training. (1) 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; (2) 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 (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 the United States Occupational Safety and Health Administration that is at least 10 hours in duration. Any employee found on a worksite subject to this section without documentation of successful completion of 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 shall be subject to immediate removal.

Name of Bidder:

Robert B Our Co., Inc.

Signature:



Title:

President

Print Name:

Christopher W. Our

Date:

October 25, 2017