

# BID

THE \*\*\* BID \*\*\* OF  
**JAY CASHMAN, INC.**

---

*(Name of Bidder\*)*

***HEREINAFTER CALLED THE "BIDDER"***

Submitted in response to the Invitation for Bids

ISSUED ON: September 21, 2017

ISSUED BY: Peggy Nickerson, Procurement Officer  
Woods Hole, Martha's Vineyard & Nantucket Steamship Authority

FOR CONTRACT NO. 16-2017

TITLE OF CONTRACT: Woods Hole Ferry Terminal Reconstruction - Waterside

CLOSING DATE: November 28, 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 10 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")

Ladies and Gentlemen:

- The undersigned Bidder, pursuant to and in strict compliance with the Invitation for Bids, including all of the exhibits thereto, the accompanying Contract Drawings and Specifications prepared by Bertaux + Iwerks Architects, LLC, and the other proposed Contract Documents relating to:

Woods Hole Ferry Terminal Reconstruction - Waterside  
Foot of Railroad Avenue (also known as One or 36 Railroad Avenue), Woods Hole, MA  
Contract No. 16-2017

including the following addenda\*

Addendum #	Date Issued	Addendum #	Date Issued
Addendum No. 1	12 October 2017	Addendum No. 5	30 October 2017
Addendum No. 2	20 October 2017	Addendum No. 6	03 November 2017
Addendum No. 3	23 October 2017	Addendum No. 7	15 November 2017
Addendum No. 4	27 October 2017	Addendum No. 8	16 November 2017

**\*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.

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:

ITEM No.	DESCRIPTION AND UNIT PRICES WRITTEN	ESTIMATED QUANTITY	UNIT PRICE IN FIGURES	ITEM AMOUNT
1	Mobilization/Demobilization  Lump Sum Price in Words:  <u>TWO MILLION DOLLARS</u>	1 LS	N/A	\$ 2,000,000

ITEM No.	DESCRIPTION AND UNIT PRICES WRITTEN	ESTIMATED QUANTITY	UNIT PRICE IN FIGURES	ITEM AMOUNT
2	Woods Hole Ferry Terminal Reconstruction Phase 2-4 Waterside – All Contract Work Not Included In Items Nos. 1 and 3 through 18.  Lump Sum Price in Words: <u>THIRTY MILLION TWO</u> <u>HUNDRED FORTY ONE</u> <u>THOUSAND DOLLARS</u>	1 LS	N/A	\$ 30,241,000 -
3	Wharf Excavation and Demolition - Phase 2  Lump Sum Price in Words: <u>THREE MILLION DOLLARS</u>	1 LS	N/A	\$ 3,000,000 -
4	Removal and Disposal of Steel Piles Within The Limits of the Wharf  Per Each Unit Price in Words: <u>FIVE HUNDRED FIFTY DOLLARS</u>	100 EA	\$ 550.00	\$ 55,000 -
5	Removal and Disposal of Timber Piles Within the Limits of the Wharf  Per Each Unit Price in Words: <u>SIX HUNDRED FIFTY DOLLARS</u>	70 EA	\$ 650.00	\$ 45,500 -

ITEM No.	DESCRIPTION AND UNIT PRICES WRITTEN	ESTIMATED QUANTITY	UNIT PRICE IN FIGURES	ITEM AMOUNT
6	Removal and Disposal of Timber Sheeting and Miscellaneous Timber from Within the Limits of the Wharf  Per Ton Unit Price in Words: <u>ONE HUNDRED SEVENTY</u> <u>FIVE DOLLARS</u>	100 Ton	\$ 175.00	\$ 17,500 -
7	Removal and Disposal of Granite Seawall Blocks within the Limits of the Wharf  Per Ton Unit Price in Words: <u>TWENTY DOLLARS</u>	5500 Tons	\$ 20.00	\$ 110,000 -
8	Removal and Disposal of Miscellaneous Concrete within the Limits of the Wharf  Per Ton Unit Price in Words: <u>NINETY DOLLARS</u>	1150 Tons	\$ 90.00	\$ 103,500 -
9	Loading, Transportation and Disposal of 21E Regulated Soil and Material Excavated Above Groundwater  Per Ton Unit Price in Words: <u>FIFTY DOLLARS</u>	2980 Tons	\$ 50.00	\$ 149,000 -

ITEM NO.	DESCRIPTION AND UNIT PRICES WRITTEN	ESTIMATED QUANTITY	UNIT PRICE IN FIGURES	ITEM AMOUNT
10	Loading, Transportation and Disposal of 21E Regulated Soil and Material Excavated From Below Groundwater  Per Ton Unit Price in Words: <u>FIFTY DOLLARS</u> <hr/> <hr/> <hr/>	8900 Tons	\$ 50.00	\$ 445,000 -
11	Furnish 16" Diameter x 1/2" Wall Coated Steel Pipe Piles  Per Linear Foot Unit Price in Words: <u>SEVENTY FIVE DOLLARS</u> <hr/> <hr/> <hr/>	7020 LF	\$ 75.00	\$ 526,500 -
12	Furnish 18" Diameter x 1/2" Wall Coated Steel Pipe Piles  Per Linear Foot Unit Price in Words: <u>EIGHTY DOLLARS</u> <hr/> <hr/> <hr/>	5780 LF	\$ 80.00	\$ 462,400 -
13	Furnish 30" Diameter x 1/2" Wall Coated Steel Pipe Piles  Per Linear Foot Unit Price in Words: <u>ONE HUNDRED TWENTY</u> <u>FIVE DOLLARS</u> <hr/> <hr/> <hr/>	1428 LF	\$ 125.00	\$ 178,500 -

ITEM NO.	DESCRIPTION AND UNIT PRICES WRITTEN	ESTIMATED QUANTITY	UNIT PRICE IN FIGURES	ITEM AMOUNT
14	Furnish 96" Diameter x 1" Wall Coated Steel Pipe Piles  Per Linear Foot Unit Price in Words: <u>SEVEN HUNDRED FORTY</u> <u>DOLLARS</u>	4160 LF	\$ 740.00	\$ 3,078,400 -
15	Install 16" Diameter x 1/2" Wall Concrete Filled Coated Steel Pipe Piles  Per Linear Foot Unit Price in Words: <u>NINETY DOLLARS</u>	5850 LF	\$ 90.00	\$ 526,500 -
16	Install 18" Diameter x 1/2" Wall Concrete Filled Coated Steel Pipe Piles  Per Linear Foot Unit Price in Words: <u>ONE HUNDRED TEN DOLLARS</u>	4750 LF	\$ 110.00	\$ 522,500 -
17	Install 30" Diameter x 1/2" Wall Coated Steel Pipe Piles  Per Linear Foot Unit Price in Words: <u>ONE HUNDRED TEN DOLLARS</u>	1218 LF	\$ 110.00	\$ 133,980 -

ITEM NO.	DESCRIPTION AND UNIT PRICES WRITTEN	ESTIMATED QUANTITY	UNIT PRICE IN FIGURES	ITEM AMOUNT
18	Install 96" Diameter x 1" Wall Coated Steel Pipe Piles  Per Linear Foot Unit Price in Words: <u>FOUR HUNDRED THIRTY</u> <u>DOLLARS</u>	3600 LF	\$ 430.00	\$ 1,548,000 -

TOTAL CONTRACT PRICE – Sum of Item Amounts for Items Nos. 1 through 18:

FORTY THREE MILLION ONE HUNDRED FORTY THREE THOUSAND  
(TOTAL CONTRACT PRICE – Stated in Words)

TWO HUNDRED EIGHTY DOLLARS  
(TOTAL CONTRACT PRICE – Stated in Words) (continued)

43,143,280 -  
(TOTAL CONTRACT PRICE – Stated in Numbers)

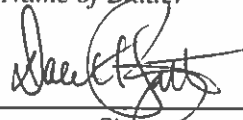
- The undersigned agrees that, if he is selected as Contractor, he will within ten calendar days after presentation thereof by the Authority, execute a contract in accordance with the terms of this bid and furnish a performance bond and also a labor and materials or payment bond, each of a surety company qualified to do business under the laws of the Commonwealth of Massachusetts and satisfactory to the Authority and each in the sum of fifty percent (50%) 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.
- 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; 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; and that he will comply fully with all laws and regulations applicable to awards made subject to Mass. G.L. c. 30, § 39M.
- 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, JAY CASHMAN, INC.

*Name of Bidder*

By:



*Signature*

Name: Dale H. Pyatt

*Name of Person Signing Bid*

Title: President, Jay Cashman, Inc.

Business Address: 549 South Street, Quincy, MA 02169

Business Telephone No.: 617.890.0600

Business Email Address: DPvatt@JayCashman.com

SEAL

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

**CERTIFICATIONS**

I, Dale H. Pyatt, President,

of Jay Cashman 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 and that, if awarded this contract, it shall submit to the Authority a certificate of compliance issued by the Department of Unemployment Assistance showing that it is current in all its obligations relating to contributions, payments in lieu of contributions and the employer medical assistance contribution established in Mass. G.L. c. 149, § 189;
- 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: JAY CASHMAN INC.

Signature: 

Title: President, Jay Cashman Inc.

Print Name: Dale H. Pyatt

Date: 28 November 2017