TOWN OF WINCHESTER
ROADWAY IMPROVEMENTS
PROPOSED BRIDGE REHABILITATION – WATERFIELD ROAD OVER ABERJONA RIVER – BRIDGE NO. W-40-003 (2CG)

FORM OF BID

From: NEL Corporation
(Name of Bidder)

To: Town of Winchester (the "Awarding Authority")

A. The Undersigned proposes to furnish all labor, equipment, tools and materials required for the construction of the **Proposed Waterfield Road Bridge Rehabilitation** (the "Project"), in accordance with the accompanying Contract Documents and plans and specifications prepared by Toole Design for the contract price specified below, subject to additions and deductions according to the terms of the specifications.

B. The bid includes addenda numbered 1.

C. The proposed total contract price is provided at the end of the Form of Bid on the next page at the unit prices stated. Bidder hereby confirms that it has included bid security in the amount of 5% of the proposed contract price made payable to the Town of Winchester.

Town of Winchester, MA

Proposed Bridge Rehabilitation – Waterfield Road over Aberjona River
– Bridge No. W-40-003 (2CG)

Form of Bid

April, 2020

The Bidder agrees to perform the work described on the plans and described in the specifications for the following unit prices:

BASE BID UNIT PRICES

ITEM NUMBER	QUANTITY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE DOLLARS	UNIT PRICE CENTS	AMOUNT DOLLARS	AMOUNT CENTS
101.	**0.1 A**	**Clearing and Grubbing** TWENTY THOUSAND **Dollars per Acre**	$20,000	00	2,000	00
106.26	**700 SF**	**Concrete Cleaning** TWENTY FIVE **Dollars per SF**	25	00	17,500	00
106.9	**150 LF**	**Joint Sealant** THREE **Dollars per LF**	3	00	450	00
120.1	**330 CY**	**Unclassified Excavation** EIGHTY DOLLARS AND FIFTY CENTS **Dollars per CY**	80	50	26,565	00
151.	**75 CY**	**Gravel Borrow** ONE HUNDRED THIRTEEN **Dollars per CY**	113	00	8,475	00
151.2	**240 CY**	**Gravel Borrow for Backfilling Structures and Pipes** NINETY DOLLARS AND FIFTY CENTS **Dollars per CY**	90	50	21,720	00

ITEM NUMBER	QUANTITY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE DOLLARS	CENTS	AMOUNT DOLLARS	CENTS
170.	**450 SY**	**Fine Grading And Compacting** TWENTY EIGHT **Dollars per SY**	28	00	12,600	00
402.	**50 CY**	**Dense Graded Crushed Stone for Sub-base** SEVENTY SEVEN **Dollars per CY**	77	00	3,850	00
455.23	**35 TON**	**Superpave Surface Course-12.5 (SIC-12.5)** TWO HUNDRED FORTY FOUR **Dollars per TON**	244	00	8,540	00
455.32	**45 TON**	**Superpave Intermediate Course-19.0 (SIC-19.0)** TWO HUNDRED FORTY FOUR **Dollars per TON**	244	00	10,980	00
455.42	**90 TON**	**Superpave Base Course-37.5 (SBC-37.5)** THREE HUNDRED **Dollars per TON**	300	00	27,000	00
464.	**200 GAL**	**Bitumen For Tack Coat** TEN **Dollars per GAL**	10	00	2,000	00

ITEM NUMBER	QUANTITY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE DOLLARS	CENTS	AMOUNT DOLLARS	CENTS
472	**3 TON**	**HMA Miscellaneous Work** EIGHT HUNDRED **Dollars per TON**	800	00	2,400	00
482.3	**130 LF**	**Sawing Asphalt Pavement** FIVE **Dollars per LF**	5	00	650	00
504.	**90 LF**	**Granite Curb Type VA1 - Straight** SIXTY EIGHT **Dollars per LF**	68	00	6,120	00
504.1	**70 LF**	**Granite Curb Type VA1 - Curved** EIGHTY FOUR **Dollars per LF**	84	00	5,880	00
594.	**150 LF**	**Curb Removed and Discard** TWELVE **Dollars per LF**	12	00	1,800	00
657.	**150 LF**	**Temporary Fence** TWENTY **Dollars per LF**	20	00	3,000	00
697.2	**90 LF**	**Floating Silt Fence** ONE HUNDRED FIFTY **Dollars per LF**	150	00	13,500	00

ITEM NUMBER	QUANTITY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE DOLLARS	CENTS	AMOUNT DOLLARS	CENTS
698.4	**25 SY**	**Geotextile Fabric for Permanent Erosion Control** FIVE **Dollars per SY**	5	00	125	00
701.	**82 SY**	**Cement Concrete Sidewalk** ONE HUNDRED FIFTY FOUR **Dollars per SY**	154	00	12,628	00
706.1	**130 SY**	**Brick Walk Removed and Relaid** THREE HUNDRED FIFTY FIVE **Dollars per SY**	355	00	46,150	00
748	**1 LS**	**Mobilization** TWENTY THREE THOUSAND NINE HUNDRED FORTY **Dollars per LS**	23,940	00	23,940	00
751.	**15 CY**	**Loam Borrow** SEVENTY FIVE **Dollars per CY**	75	00	1,125	00
765.	**135 SY**	**Seeding** TEN **Dollars per SY**	10	00	1,350	00
767.12	**150 FT**	**Compost Filter Tubes** SEVEN **Dollars per FT**	7	00	1,050	00
823.3	**2 EA**	**Ornamental Light Pole Remove and Reset** SEVEN THOUSAND FIVE HUNDRED **Dollars per EA**	7,500	00	15,000	00

ITEM NUMBER	QUANTITY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE DOLLARS	CENTS	AMOUNT DOLLARS	CENTS
852.	**407 SF**	**Safety Signing for Traffic Management** FORTY **Dollars per SF**	40	00	16,280	00
853.2	**120 FT**	**Temporary Barrier** EIGTHY FIVE **Dollars per FT**	85	00	10,200	00
856.12	**90 DAY**	**Portable Changeable Message Board** ONE HUNDRED **Dollars per DAY**	100	00	9,000	00
859.	**90 DAY**	**Reflectorized Drum** ONE **Dollars per DAY**	1	00	90	00
860.106	**100 FT**	**6 Inch Reflectorized White Line (Painted)** TEN **Dollars per FT**	10	00	1,000	00
861.106	**240 FT**	**6 Inch Reflectorized Yellow Line (Painted)** TEN DOLLARS AND FIFTY CENTS **Dollars per FT**	10	50	2,520	00
910.1	**200 LB**	**Steel Reinforcement For Structures – Epoxy Coated** FIVE **Dollars per LB**	5	00	1,000	00

ITEM NUMBER	QUANTITY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE DOLLARS	CENTS	AMOUNT DOLLARS	CENTS
950.1	**1900 SF**	**Temporary Shoring** SEVEN DOLLARS AND EIGHTY NINE CENTS **Dollars per SF**	7	89	14,991	00
965.2	**4050 SF**	**Membrane Waterproofing – Spray Applied** THIRTY DOLLARS AND FIFTY CENTS **Dollars per SF**	30	50	123,525	00
983.1	**10 TON**	**Riprap** NINETY **Dollars per TON**	90	00	900	00
989.2	**440 SF**	**Concrete Patching Repairs** TWO HUNDRED SIXTY FIVE **Dollars per SF**	265	00	116,600	00
991.1	**1 LS**	**Water Control** FORTY NINE **Dollars per LS**	49,000	00	49,000	00
994.1	**1900 SF**	**Temporary Protective Shielding for Work Platform** SEVENTY FIVE DOLLARS AND FIFTY CENTS **Dollars per SF**	75	50	143,450	00
999.1	**1 ALLOWANCE**	**Police Detail** **Nine Thousand** **Dollars per Allowance**	**9,000**	**00**	**9,000**	**00**
999.2	**1 ALLOWANCE**	**Testing** **Six Thousand** **Dollars per Allowance**	**6,000**	**00**	**6,000**	**00**
		BASE BID TOTAL =	**$**		779,954	00

Seven Hundred Seventy Nine Thousand Nine Hundred and Fifty Four Dollars and Zero Cents.

Total Estimated Price for Base Bid (In WORDS)

D. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders.

E. Bidder promises and agrees that this Bid will remain subject to acceptance for sixty (60) business days after the day of Bid Opening.

F. The undersigned agrees that, if selected as contractor, he or she will within ten (10) business days, after presentation thereof by the Awarding Authority, execute a contract in accordance with the terms of this bid and furnish a performance bond and a labor and materials or payment bond, each in the form contained in the bidding documents and of a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the Awarding Authority and each in the amount of the contract price, the premiums for which are to be paid by the contractor and are included in the contract price. The undersigned understands and agrees that the bid deposit accompanying this bid shall become the property of the Awarding Authority if the bidder fails to execute such contract or otherwise fails to comply with the terms of this bid.

G. 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 in the specified time described in the bid and contract documents, and that he will comply fully with all laws and regulations applicable to awards made subject to M.G.L. c. 30, § 39M.

H. The undersigned further certifies under the penalties of perjury that:

1. 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.

2. The said undersigned is not presently debarred from doing public construction work in the commonwealth under the provisions of M.G.L. c. 29, § 29F, or any other applicable debarment provision or any rule or regulation.

3. Bidder has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

4. The foregoing bid is based upon the payment to laborers to be employed on the Project of wages in an amount no less than the applicable prevailing wage rates established for the Project by the Massachusetts Department of Labor Standards.

5. The bidder has complied with the Immigration Reform and Control Act of 1986, as amended, and with all regulations adopted thereunder, with respect to all of its employees who will be performing work under this contract and further certifies that said contractor does not knowingly employ any person in violation of United State immigration laws. Bidder further certifies that it will require a similar certification to be executed by any subcontractor who will perform work under this contract and will maintain such certifications for inspection by the Awarding Authority upon its request.

I. By signing and submitting this Form for General Bid, the bidder represents that:

1. Bidder has examined copies of all bidding documents.

2. Bidder has familiarized itself with the nature and extent of the Contract Documents, Work site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the work.

3. Bidder has studied carefully all reports and drawings of physical conditions included with these specifications, and accepts that all measurements and technical data included herein is the engineer's estimates and the bidder has made such investigations of his own as necessary and has based his bid on those investigations.

4. Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, and studies (in addition to or which pertain to the physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work) as bidder considers necessary for the performance or furnishing of the Work at the Contract Price, with in the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examination, investigations, explorations, tests, reports, or similar information of data are or will be required by bidder for such purposes.

5. Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

6. Bidder has given the Awarding Authority written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof is acceptable to bidder.

7. Bidder acknowledges that the Awarding Authority has the right to reject any or all bids and to waive informalities in the bidding, if it deems such rejection(s) to be in its best interest.

8. Bidder represents 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.

J. Post-Bid Submittals: If awarded the Contract, the undersigned agrees to furnish, without limitation, the following information prior to the time established for execution of the Contract:

1. Massachusetts Foreign Corporation Certificate, if applicable.

2. OSHA training records for each employee assigned to this project.

K. References: List of all projects of a similar size and scope completed within the last five (5) years, including at least two municipalities for which such work has been performed. Attach additional pages if necessary.

Name of Project	Location	Contact Person	Phone/Email
1. Scheduled and emergency Bridge Deck and Pavement Repairs	District 4	Mike Giliardi	781.641.8300 michael.giliardi@state.ma.us
2. 8 Arch Bridge Restoration	Upper Charles River Rail Trail Holliston, MA	Jeff Ritter	508.429.0642 ritterj@holliston.k12.ma.us
3. Bridge, Deck, Joint & Substructure Repairs Br. No H-18.02 Malden St. over I-90	Holden, MA	Wayne Richard	508.929.3800 wayne.richard@state.ma.us
4. Scheduled and Emergency Bridge Structural Repairs (including painting)	District 4	William Bernard	781.641.8314 william.bernard@state.ma.us

Date of Bid: 5/5/2020

NEL Corporation
(Print Name of Bidder)

By: [signature]
(Signature)

Michael V. Galasso, President
(Print Name of Person Signing Bid and Title)

3 Ajootian Way, Bldg B
(Business Address)

Middleton, MA 01949
(City, State and Zip Code)

Telephone: (978) 777.2085

Email Address: mike@nelcorporation.com

Social Security Number or Federal Identification Number: [1] 04-2960711

NOTE: If the bidder is a corporation, indicate state of incorporation, give full names of officers; if a partnership, give full names and addresses of all partners; and if an individual, give residential address if different from business address. Use the following spaces, and additional sheets if necessary:

If a Corporation:

Incorporated in what state: Massachusetts

President: Michael J. Galasso

Treasurer: Michael J. Galasso

Secretary: Glenn Roy

If a foreign corporation (incorporated or organized under laws other than the laws of the Commonwealth of Massachusetts), is the corporation registered with the Secretary of State of Massachusetts?

Yes _____ No _____

If the bidder is selected for the work referred to above, it is required under M.G.L. c.30 § 39L to furnish to the Awarding Authority a certificate of the Secretary of State stating that the corporation has complied with M.G.L. c. 156D and the date of such compliance.

If a Partnership: (Name all Partners)

Name of Partner: _____

Residence: _____

Name of Partner: _____

Residence: _____

Name of Partner: _____

Residence: _____

If an Individual:

Name: _____

[1] The bidder's Social Security Number and Federal Identification Number will be furnished to the Massachusetts Department of Revenue to determine whether the bidder has met tax filing or tax payment obligations. This request is made under the authority of M.G.L. c. 62C, § 49A.

Residence:_____

If an Individual doing business under a firm name:

Name of Firm:_____

Name of Individual:_____

Business Address:_____

Residence:_____

If other form of business organization, please provide attachment describing the form of organization and the name of officers or partners therein.