

**BERKSHIRE COMMUNITY COLLEGE
PITTSFIELD, MASSACHUSETTS**

Bid Name: Exterior Site Improvements Bid Number: BCC # 17-02

Date & Time: Friday February 10th, 2017

BID RESULTS

BIDDER	DelSignore Paving	Lane Construction	Marion Excavating	Mass West Construction	Virgilio Construction	Warner Bros. LLC	
BASE BID AMOUNT	\$2,189,810	\$1,990,375	\$2,586,000	\$2,136,000	\$2,389,300	\$2,670,000	
ALTERNATE #1 (FIRE LANE PARKING)	\$59,635	\$28,700	\$36,450	\$44,000	\$77,900	\$30,000	
ALTERNATE #2 (EAST ROAD)	\$219,480	\$206,250	\$355,400	\$322,000	\$232,900	\$355,000	
ALTERNATE #3 (CENTRAL LOT)	\$870,458	\$649,150	\$1,068,325	\$780,000	\$979,900	\$975,000	
ALTERNATE #4 (ENTRY ROAD & LOOP)	\$254,512	\$197,000	\$299,535	\$245,000	\$196,900	\$260,000	
TOTAL WITH ALL ALTERNATES	\$3,593,895	\$3,071,475	\$4,345,710	\$3,527,000	\$3,876,900	\$4,290,000	
UNIT PRICE SHEET ATTACHED?	Y	Y	Y	Y	Y	Y	
BID SIGNED	Y	Y	Y	Y	Y	Y	

BID SECURITY (5% OF BID PRICE)	Y	Y	Y	Y	Y	Y	Y	Y	
NON-COLLUSION STATEMENT	Y	Y	Y	Y	Y	Y	Y	Y	
NORTHERN IRELAND NOTICE	Y	Y	Y	Y	Y	Y	Y	Y	
CONTRACTOR AUTHORIZED SIGNATORY LISTING	Y	Y	Y	Y	Y	Y	Y	Y	
OSHA STATEMENT	Y	Y	Y	Y	Y	Y	Y	Y	
EXECUTIVE ORDER 481	Y	Y	Y	Y	Y	Y	Y	Y	
W-9 TAX FORM	Y	Y	Y	Y	Y	Y	Y	Y	
AKNOWLEDGE ALL ADDENDA?	Y	Y	Y	Y	Y	Y	Y	Y	

BID RESULTS

Recommended Vendor: Lane Construction Co.

If lowest bidder was not chosen, reason why.

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

B-6689


This form is jointly issued and published by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under Guidance For Vendors - Forms or www.mass.gov/osd under OSD Forms.

CONTRACTOR LEGAL NAME: The Lane Construction Corporation (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Berkshire Community College	
Legal Address: (W-9, W-4,T&C): 311 East Mountain Rd. Westfield, MA 01085		Business Mailing Address: 1350 West Street Pittsfield, MA 01201	
Contract Manager: Tim Durand		Billing Address (if different):	
E-Mail: TMDurand@laneconstruct.com		Contract Manager: John Law	
Phone: 413-562-6711	Fax:	E-Mail: jlaw@berkshirecc.edu	
Contractor Vendor Code: VC		Phone: 413-236-3001	Fax: 413-443-5166
Vendor Code Address ID (e.g. "AD001"): AD001		MMARS Doc ID(s): CT-BCC-EXTSITEIMPROVEMENT01	
(Note: The Address Id Must be set up for EFT payments.)		RFR/Procurement or Other ID Number: BCC 17-02	

<u>NEW CONTRACT</u>	<u>CONTRACT AMENDMENT</u>
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> <u>Statewide Contract</u> (OSD or an OSD-designated Department) <input type="checkbox"/> <u>Collective Purchase</u> (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> <u>Department Procurement</u> (includes State or Federal grants <u>815 CMR 2.00</u>) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach <u>Employment Status Form</u> , scope, budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)	Enter <u>Current Contract End Date</u> <u>Prior</u> to Amendment: _____, 20____. Enter <u>Amendment Amount:</u> \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) <input type="checkbox"/> <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach any updates to scope or budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)

The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract.
 Commonwealth Terms and Conditions Commonwealth Terms and Conditions For Human and Social Services

COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.
 Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)
 Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended), \$ 3,071,475.00

PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___ % PPD; Payment issued within 15 days ___ % PPD; Payment issued within 20 days ___ % PPD; Payment issued within 30 days ___ % PPD. If PPD percentages are left blank, identify reason: agree to standard 45 day cycle ___ statutory/legal or Ready Payments (G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.)
 Contract award for BCC Exterior Site Improvements Project # BCC 17-02. Per Lane Construction Corp low bid submittal 2/10/17. Work to begin by 4/1/17, and conclude by 9/30/17, according bid specifications. Contract is for base bid (\$1,990,375), plus all alternates: Alternate #1 (Fire Lane Parking \$28,700), Alternate #2 (East Road, \$206,250), Alternate #3 (Central Lot, \$649,150), and Alternate #4 (Entry Road & Loop, \$197,000). Grand total = \$3,071,475. Payment & Performance bonds required.

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:
 ___ 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date.
 2. may be incurred as of April 1st, 2017, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date.
 ___ 3. were incurred as of _____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of September 30, 2017, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:
 X: Joseph J. Spring Date: 3/6/17
 (Signature and Date Must Be Handwritten At Time of Signature)
 Print Name: JOSEPH J. SPRING
 Print Title: PLANT MANAGER

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:
 X: John C. Law Date: 3/2/17
 (Signature and Date Must Be Handwritten At Time of Signature)
 Print Name: JOHN C. LAW
 Print Title: Vice President for Administration & Finance (CFO)



1350 West Street • Pittsfield, MA 01201
 (413) 499-4660 Fax (413) 443-5166

SHIP TO
 Receiving Department
 Berkshire Community College
 1350 West Street
 Pittsfield MA 01201

P.O. NO. B0006689

Lane Construction Corporation
 90 Fieldstone Court
 Chesire CT 06410

BILLING ADDRESS:

Berkshire Community College
 Accounts Payable Department
 1350 West Street
 Pittsfield, MA 01201

DATE OF ORDER	DATE REQUIRED	F.O.B.	SHIP VIA	TERMS	
05/04/17					
QUANTITY	UNIT OF ISSUE	VENDOR PART NO.	DESCRIPTION	UNIT PRICE	TOTAL ACTUAL COST
			EXTERIOR SITE IMPROVEMENTS PROJECT HARDSCAPE AND REPAVING OF ALL MAJOR PARKING LOTS ON CAMPUS PER SPECS AND RESPONSE TO BID # BCC 17-02 INSURANCE INFO ON FILE. PAYMENT & PERFORMANCE BONDS ON FILE. CONTRACT INCLUDES ALL ALTERNATES. SEE BID FILE FOR DETAILS. START: 4/1/17 END BY: 9/30/17 Internal Fund Source: 25-10743-7220-5N17-000 MMARS Source: Appr: 1102-2014 / 7066-8000 Fund: 0200 Major PC: DCHE Program: BCC1701-TR1	3,071,475.00	
				TOTAL CHARGES	3,071,475.00

MMARS

TAX EXEMPT #EO42500539

SEE REVERSE SIDE FOR TERMS & CONDITIONS

W. M. J.

AUTHORIZED SIGNATURE

VENDOR COPY