

*TOWN OF TEMPLETON
MASSACHUSETTS*

INVITATION FOR BIDS

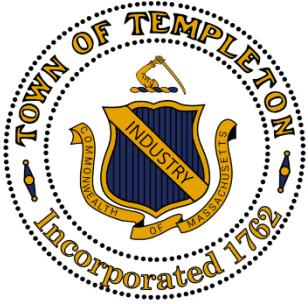
BID #FY2020-23

*ROAD RESURFACING, PULVERIZING, COLD
PLANING, STRUCTURE ADJUSTMENT AND
MATERIALS TO BE PICKED UP*

MAY 29, 2019

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**TOWN OF TEMPLETON
BOARD OF SELECTMEN
160 Patriots Road ~ P.O. Box 620
EAST TEMPLETON, MASSACHUSETTS 01438
TEL: (978) 894-2755**

I. ADVERTISEMENT/PUBLIC NOTICE

TOWNOFTEMPLETON-INVITATION FOR BIDS-FY2020-23 ROAD RESURFACING, PULVERIZING, COLD PLANING, STRUCTURE ADJUSTMENT, AND MATERIALS TO BE PICKED UP

Sealed bids will be received at the Board of Selectmen's Office, 160 Patriots Rd., Rm. 6, P.O. Box 620, East Templeton, MA 01438 until **Wednesday, July 3, 2019 at 2:00 p.m.** and will, at that time and place, be opened and read publicly.

This bid invitation seeks a qualified contractor to provide road resurfacing, pulverizing, cold planing, structure adjustments, and materials to be picked up for the Town of Templeton, Department of Public Works. Said contractor shall supply all labor, materials, and equipment necessary to satisfy the requirements of this bid. Contract shall be an annual contract with the option of renewal for two additional, one-year periods (a maximum of three years total) at the sole discretion of the Town of Templeton.

Bidding procedure and award shall be subject to the provisions of Chapter 30, Section 39M of the General Laws of the Commonwealth of Massachusetts, including all current amendments. The Town of Templeton reserves the right to waive any informalities or irregularities in the bids received, or to reject any and all bids, wholly or in part, and to accept proposals deemed to be in the best interest of the Town.

In accordance with the Regulations Governing Classification and Ratings of Prospective Bidders, as approved by the Massachusetts Department of Transportation, contractors must be Prequalification Certified at the time the bid is opened.

Contractor shall have verifiable experience in the field. This work is subject to the Massachusetts Prevailing Wage Law. A payment bond and a performance bond shall be furnished by the successful bidder, each in the amount of one hundred percent (100%) of the contract sum, prior to execution of the contract. Additional security provisions are detailed in the bid package.

Bid security in the form of a bid bond, certified check, or cashier's check payable to the Town of Templeton is required in a dollar amount of not less than five percent (5%) of the bid amount.

*Carter Terenzini
Town Administrator*

II. GENERAL INFORMATION/ INSTRUCTIONS

Purchasing Entity: Town of Templeton

Address: Selectmen's Office 160
Patriots Road, Rm. 6, PO
Box 620, East Templeton,
MA 01438

Telephone: (978) 894-2755

Title of Bid: FY2020-23 Road Resurfacing, Pulverizing, Cold Planing, Structure Adjustment and Materials to be picked up by Town

Contact Person: Adam Lamontagne, Municipal Management Fellow

I) Submittal Deadline and Format:

Sealed bids must be submitted by **2:00 p.m. • Wednesday July 3, 2019** to the Board of Selectmen's Office located at 160 Patriots Road, Room 6 in East Templeton, MA 01438. Postmarks and faxed bids will not be considered. One original and one copy of the bid, prepared in accordance with the Submittal Requirements listed in Section 2, below, must be submitted in a sealed envelope indicating the firm's name and address. The envelope must be marked in the lower left-hand corner as follows:

"FY2020-23: Road Resurfacing, Pulverizing, Cold Planing, Structure Adjustment and Materials to be picked up"

2) Submittal Requirements

All bids shall contain the following completed attachments and additional information:

Signed Bid Form (Att. A)
References (Att. B)
5% Bid Deposit

3) Time for Award

All bid prices submitted in response to this IFB must remain firm for thirty (30) days following the bid opening. A contract shall be awarded to the lowest responsible and responsive bidder within thirty (30) days of the opening of bids. The time for award may be extended for up to fourteen (14) additional days by mutual agreement between the Town and the apparent lowest responsive and responsible bidder.

4) Pre-Bid Conference

Not applicable.

5) Right to Cancel/Reject Bids:

The Town reserves the right to cancel this Invitation for Bids (IFB), to reject any and all bids, wholly or in part, to waive informalities when in the best interest of the Town, and to make awards in a manner deemed to be in the best interest of the Town.

6) General Requirements

- a) The bidder shall be bound by all applicable statutory provisions of the laws of the Federal Government, the Commonwealth of Massachusetts, and the Town of Templeton.
- b) This bid must cover all contingencies, including all labor, materials, transportation, etc., necessary for the delivery of these supplies as required by the Town of Templeton.
- c) The procurement officer shall unconditionally accept a bid without alteration or correction, except as provided in this paragraph. A bidder may correct, modify, or withdraw a bid by written notice received in the office designated in the IFB prior to the time and date set for the bid opening. After bid opening, a bidder may not change the price or any other provision of the bid in a manner prejudicial to the interests of the governmental body or fair competition. The procurement officer shall waive minor informalities or allow the bidder to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the procurement officer shall correct the mistake to reflect the intended correct bid and so notify the bidder in writing, and the bidder may not withdraw the bid. A bidder may withdraw a bid if a mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident.
- d) Before submitting a bid, each bidder must make a careful study and fully assure itself of the requirements of this IFB. By signing and submitting its bid, the bidder agrees to all terms and conditions of this IFB, including but not limited to the specifications and contract terms.
- e) Bid Deposits: If the Invitation for Bid requires a bid deposit, such deposit shall be submitted in the form of cash, bid bond, cashier's check, treasurer's check, or certified check on a responsible bank, payable to the Town of Templeton, and must be filed with the original bid. Failure to do so will lead to rejection of the bid. The bid deposit will be returned to the successful bidder within seven (7) days of execution of award and approval by the Town of any performance and/or payment bond(s). In case of default, the bid deposit shall be forfeited to the Town.
- f) Performance and/or Payment Bonds: If so, stated in the Invitation for Bid, the Contractor will be required to furnish a performance and/or a labor and material payment bond in an amount, in a form and with a surety satisfactory to the Town. The bidder shall be responsible for the cost of the bond(s).
- g) The successful bidder will be required to enter into a contract with the Town substantially as shown in Attachment C.
- h) The bidder will be required to indemnify the Town for all damage to life and property that may occur due to its negligence or that of its employees, subcontractors, etc., during the period of this project (included in Form of Contract, Att. C).
- i) Purchases made by the Town of Templeton are exempt from the payment of Federal Excise Taxes and Massachusetts Sales Taxes and any such taxes must not be included in the quoted price(s).
- j) All questions concerning this IFB and requests for interpretation of these documents

- shall be submitted in writing to the agent for the Procurement Officer no less than five (5) business days before the due date for submissions. Written responses will be mailed, faxed or emailed to all bidders on record as having picked up/received the IFB.
- k) If it becomes necessary to revise any part of this IFB or if additional data is necessary to enable an exact interpretation of provisions, such addenda will be provided to all firms that have requested this IFB. No addenda will be issued within the immediate three (3) business days prior to the bid deadline. If an addendum is issued, all bidders shall acknowledge receipt of each addendum with their bid.
 - l) The successful bidder shall maintain such insurance as will protect it from claims under Workmen's Compensation Acts and from any other claims for property damage or personal injury, including death, which may arise from operations under this contract.
 - m) The right of the successful bidder to proceed may be terminated at any time by the Town if it is determined that the bidder, the bidding firm, or its agent(s) offered or gave a gratuity to an employee of the Town of Templeton in order to obtain a contract or receive favorable treatment under a contract. The contractor shall certify by the execution of bid documents that the bid is rendered independently, without fraud, collusion or in connection with any other bidder and that no official or employee of the Town of Templeton is peculiarly interested in the solicitation of any resultant contract.
 - n) In the event that the Town receives low quotes/bids in identical amount from two or more responsive and responsible bidders, the Town shall select the successful bidder by a blind selection process such as flipping a coin or drawing a name from a hat. The low bidders who are under consideration will be invited to attend and observe the blind selection process.
 - o) The contract is effective when signed by both the Contractor and the Town, and shall extend for a period of one year. At the Town's sole discretion, this contract may be extended for two additional one-year terms (a maximum of three years total) at the same contract price, terms and conditions at the sole discretion of the Town of Templeton.

7) **MA DOT Prequalification Requirement:** Chapter 90 funded projects with a value of \$50,000 or greater are subject to the requirements of Chapter 29 Section 8B of the Massachusetts General Laws, each prospective bidder proposing to bid on work to be awarded by a municipality under the provisions of section 34 chapter 90 must be prequalified in accordance with 720 CMR 5.00, "Prequalification of Contractors."

III. PURCHASE DESCRIPTION/SPECIFICATIONS/SCOPE OF SERVICES

PART A: BITUMINOUS CONCRETE TYPE 1-1

Type 1-1 pavement where required shall be constructed in accordance with provisions of Section 460 of the Commonwealth of Massachusetts D.P.W. Standard Specifications for Highways and Bridges, 1973, and all updates.

The Contractor shall furnish all materials, perform all labor, requisite or proper, provide all machinery, equipment, tools, apparatus, etc. and supply Type 1-1 pavement to Town of Templeton (700 tons) that DPW will pick up at plant with 6 wheeler dump estimated holding capacity of 8 tons, 10 wheeler dump estimated holding capacity of 14 tons, hot box estimated holding capacity of 2 tons (towed by a 1 ton vehicle) necessary to perform the work as required by the Town of Templeton, all Municipal Departments. All materials must comply with the Commonwealth of Massachusetts, Highway Department Standard Specifications for Highways, Bridges, and Waterways including any amendments thereto. Town of Templeton will be responsible for payment of Police Details; however, contractor will be responsible for lining up dates and times with the Police Department. In the event the contractor cancels Police Detail, contractor will be responsible for payment if there are any costs associated with cancellation. The fact that any item may not be mentioned in these specifications does not excuse the contractor from supplying that item if it is necessary for the proper installation, application and related work by qualified workers if it would be considered a standard trade practice for an end result acceptable by the Town of Templeton for bituminous road resurfacing.

Price Adjustment Bituminous Concrete Mixtures

This contract contains a Price Adjustment for Bituminous Concrete Mixtures. The price adjustment will be based on the variance in price for the liquid asphalt component of Bituminous Concrete Mixtures from the base price to the period price. It shall not include transportation or other charges. The base price of liquid asphalt on this project will be a fixed price based on the most current posted price for liquid asphalt as determined and published by the Massachusetts Highway Department. The base price for liquid asphalt on this project is **\$410.00 per ton (July 2017 New Method)**.

The period price of liquid asphalt for a two-month period will be determined by the current posted price as determined and published by the Massachusetts Highway Department. The year will be divided into six two-month periods beginning September I.

The price adjustment, as herein provided, upwards and downwards, will be made at the end of each two-month period in which work was accomplished. The adjustment to cover the previous two months will be determined by the variance between the period price of liquid asphalt and the base price of liquid asphalt. The asphalt content, for the purpose of the adjustment will be 5.5% (0.055) for each ton of Bituminous Concrete Mixture, regardless of the percentages established in the Job Mix Formula. The price adjustment will be a separate payment item. It will be determined by multiplying the number of tons of Bituminous Concrete Mixture placed during each previous two-month periods by (0.055) times the variance in price between base price and period price of liquid asphalt.

Contractor will be expected to perform the following as part of its responsibilities:

- View, measure, and provide written cost estimates for streets throughout the Town as requested by the Director of Public Works or other authorized Town Personnel.
- Mobilize to pre-level streets to eliminate the guesswork when adjusting the structures; thereby minimizing any chances for water problems after the surface course is installed, using numerous moves so as to use minimal tonnage.
- The contractor shall be responsible for cutting of joints in existing pavement. Contractor to provide proper sealing and tack coat to insure a proper transition from new to old pavement without raveling.

- Supply and apply a tack coat of RS-1 to insure a proper bond between the new and existing pavement. An application rate of 1/20 gallon/sq. yd. (0.2 l/m²) or as directed by the Public Works Director.
- Install Specified berm with the Type A paver, as directed. Bid price on berms will be by linear foot and separate quote from tonnage of in-place paving.

The bituminous concrete for resurfacing is to be Type I - Class 1, carefully placed by machine. Pavement shall be composed of mineral aggregate, mineral filler and bituminous material. The paving shall consist of a leveling course of bituminous top mix to be applied to the existing roadway surface as directed by the Public Works Director. The pavement shall be applied in two (2) courses where specified by the Public Works Director, being a 2 1/2" binder course over existing pavement or pulverized area and a 1-1/2" Top course, unless otherwise directed by the Public Works Director.

Paving will not be allowed if pavement area is wet.

Rolling will be done with two (2) 12 Ton Rollers.

PART B: BITUMINOUS CONCRETE EXCAVATION COLD PLANER

The contractor shall provide a bid for Cold Planing of roadways for the Department of Public Works as part of this contract in accordance with provisions of Section 120 of the Commonwealth of Massachusetts Highway Department "Standard Specifications for Highways and Bridges".

General Work Description

1. The work to be done consists of excavating bituminous concrete pavement by means of Cold Planer in designated areas. The Cold Planer shall be at least 72" wide and capable of planing both bituminous pavements and cement patches, if the latter are found in bituminous pavements.
2. The Cold Planer must be equipped with an elevating device capable of loading planed material directly into dump trucks while operative and with all necessary safety devices, such as reflectors, headlights, taillights, flashing lights, and back-up signals so as to operate safely in traffic with complete safety.
3. The Cold Planer shall be self-propelled and have the means for planing without tearing or gouging the underlying surface. Variable lacing patterns shall be provided to permit a rough grooved or smooth surface as directed.
4. A three-inch (3") cut to predetermine grade or any specified lesser depth may be required in one pass. The minimum width of pavement planed in each pass shall be six feet (72"), except in areas to be trimmed and edged. The machine shall be adjustable as to crown and depth and meet the standards set by the Air Quality Act for noise and air pollution.
5. The milled or planed surface shall not be torn, gouged, shoved, broken or excessively grooved. It shall be free of imperfections in workmanship that prevent resurfacing after this operation. Surface texture shall be as specified by the Public Works Director and excess material shall be removed so that the surface is acceptable to traffic if required.
6. The machine shall be designed so that the operator can at all times observe the planing operation without leaving his control area.

7. Area around manholes, catch basin covers, gates, boxes, etc. shall be planed to a depth at least equal to the depth of the planed roadway. All damaged cones, grates and utility boxes shall be replaced with new cones, grates and boxes as approved by the Public Works Director at Contractor's own expense, if damage was caused by Contractor.
8. Any major defects in the roadway due to planing road will be repaired by contractor immediately.
9. The equipment furnished by the Contractor shall be maintained so as to produce a clean cut to the pavement at all times.
10. The Contractor should be aware of the requirement that the planing shall be squared off for the full pavement width at the end of each workday.
11. No asphalt cuttings shall remain on the project at the end of each workday. All milled material is property of the Town and delivered off-site by the Contractor to a location to be designated.
12. Prices proposed by Bidders shall include all clean-up work in the roadway and along gutters and around castings as required. Contract prices shall include all clean-up work including sweeping, power brooms, or other equipment necessary prior to application of bituminous concrete.
13. The Contractor shall provide a unit price per square yard for the Operation of Cold Planing. Unit price is the Cold Planing including the removal and delivery of the cold-planed material by the Contractor to a site designated by the Town.

Payment

The Contractor shall be compensated based on the final surface area regardless of the number of passes required to achieve the final depth or grade. The price per square yard shall include full compensation for all labor, including lowering of manhole covers, grates, catch basin covers, water gates, and other structures in the roadway if necessary, equipment, tools and other incidentals necessary but not limited to these provisions for the satisfactory completion of the work as required by the Department of Public Works.

There will be no additional compensation added to the contract for rental of equipment, or mobilization of equipment, necessary fulfill the contracted project obligations.

Payment will be made at the unit quoted for actual square yardage planed and measured in the field.

PART C: RECLAIMED BASE COURSE

The Contractor shall provide a bid for Reclamation of existing pavement for the Department of Public works as part of this contract in accordance with provisions of Section 403 of the Commonwealth of Massachusetts Highway Department "Standard Specifications for Highways and Bridges".

General Work Description

1. The work consists of manufacturing a stabilized base course through the recycling of the existing pavement structure and a specified depth {up to 12-inches total} of acceptable sub-base material. Calcium chloride shall be evenly sprayed on the pulverized mass at a rate of 0.75 gallon per square yard. This combination of pavement and sub-base material is to be uniformly crushed,

pulverized and blended, then spread, graded, and compacted to the lines and grades established by the Public Works Director. The finished cap shall then be evenly sprayed with an additional 0.25 gallon per square yard of calcium chloride (for a total of 1.0 gallon of calcium gallon per square yard).

2. Reclaiming operations shall not be permitted when existing pavement or sub-base contains frost, when the sub-base is excessively wet, as determined by the Town, nor when the air temperature is below 41°F(5°C) and shall commence after March 1 and cease October 3, unless as otherwise permitted by the Town.
3. Contractor shall locate and protect existing drainage and utility structures and underground pipes, culverts, conduits, and other appurtenances.
4. The recycling equipment shall have a positive depth control to insure a uniform depth of processing. It shall be capable of crushing all oversize material encountered except ledge, or boulders larger than eight (8) inches (200 millimeters) in diameter.
5. At least one vibratory roller shall be used on each reclaimed surface and shall have compacting width of not less than 4.9 feet (1.5 meters). Each roller shall have a gross mass of not less than 16 tons (14.6 metric tons).
6. All drainage, utility and other structures (manholes, water gate valve boxes, residential curb stop boxes) are to be referenced and lowered to a minimum depth of six (6) inches (150 millimeters) below the bottom of the proposed reclaimed base course. All structures are to be covered with steel plates. Absolute care shall be taken to ensure that debris is kept out of the structures. Debris that falls in the structure shall be immediately removed by the contractor. Any structure found to be deteriorated below the plated depth shall be plated at the bottom of the deterioration or as determined as approved by the Public Works Director.
7. Reclaiming operations will be completed on or near residential neighborhoods. The hours of work shall be between 7:00 a.m. and 5:00 p.m. Monday-Friday, or as approved by the Public Works Director.
8. The reclaimed material shall be rolled, compacted and fine graded to a cross section and/or grades established by the Town.
9. Contractor shall reclaim only that area of pavement that can be processed and compacted by the end of the same working day, at which time it must be opened to traffic suitable ramping at no additional cost shall be in place at the beginning and end of work zone to allow for smooth and safe travel.
10. At the end of each day's work, the Contractor shall apply calcium chloride for dust control (where it has not been applied through the 0.75 gallon/0.25 gallon application rate noted in #I above). Water for dust control shall also be applied as needed/directed.
11. Contractor shall supply the Town with a twenty-four (24) hour availability telephone number for any emergency maintenance as dictated by weather conditions or as determined by the Town for repair, compaction, and dust control.

12. The lowering and plating of structures will be considered incidental to the reclamation process and no additional compensation will be allowed.
13. Raising of structures will be incidental to Part D of these specifications.
14. Excess reclaimed material shall be collected on site. The Town will remove excess material from the work site.
15. The following procedure shall be applied for reclaiming designated street(s) in the Town: A given depth measurement for lowering the finish grade. The reclaimed material shall be sidecast. Existing subgrade shall be stockpiled and removed. The Town will remove all excess material. Once the grade of the subgrade is approved by the Public Works Director, the subgrade shall be compacted with vibrating roller, reclaimed material spread and compacted with vibrating roller to grade established by Public Works Director. The reclaimed base shall be fine graded and compacted to accept bituminous concrete base course. Contractor shall provide a per hour cost for equipment and labor necessary to lower subgrade to approved elevation.

Payment

The Contractor shall be compensated based on the final surface area reclaimed measured in the field. The side casting and removal of existing subgrade and replacement of reclaimed material shall be paid at the unit price as indicated on the bid sheet. The price per square yard for reclamation shall include full compensation for all labor, including lowering of manhole covers, grates, catch basin covers, water gates, and other structures in the roadway, equipment, tools, supplying and applying calcium chloride, and other incidentals necessary but not limited to these provisions for the satisfactory completion of the work required by the Town.

There will be no additional compensation added to the contract for rental of equipment, or mobilization of equipment necessary to fulfill the contracted project obligations. The per hour unit price will be for actual time working. The Town will not compensate for "down time" for equipment maintenance or repairs.

PART D: STRUCTURE ADJUSTMENT

Contractor may be required to raise utility structures, such as manholes, catch basins and water gates. These structure adjustments must conform to MA DOT "Standard Specifications for Highways and Bridges" for material that is to be furnished by the contractor and approved by the Public Works Director.

The raising of these structures would be in concert with the application of the bituminous concrete.

It is important that the work schedule for this operation fall into the planned schedule of paving as determined by the Public Works Director.

Structure Raising

All sewer manholes shall be raised to grade with a hardened clay brick. In the event a manhole needs rebuilding, the contractor shall remove all loose, broken or otherwise unacceptable material. The manhole shall be rebuilt. The voids between all bricks shall be completely filled with Portland cement. The outside of the bricks on the outside of the manhole shall also be encapsulated in Portland cement. The frame shall be cemented to the top row of bricks on the bottom of the flange and around the outside of the frame, to the satisfaction of DPW Sewer Division Foreman. If the frame and cover needs

replacement, the Town will supply replacement. The old frame and cover shall remain the property of the Town. Contractor shall contact the Town for inspection once complete.

The raising of drain manholes and catch basins shall follow standard practice. The voids between tapers or bricks shall be completely filled with Portland cement. The outside of the structure shall be encapsulated with cement.

In the event a structure needs rebuilding, it should be rebuilt using suitable material. (Clay bricks). New frames and covers will be supplied by the Town as required. The old frame and cover shall remain the property of the Town.

Rebuilding of structures shall be paid per vertical foot of manhole rebuilt. All rebuilt structures must be inspected and approved by designated Town inspector prior to payment.

PART E: BITUMINOUS CONCRETE BERM

Install 6" A-Frame standard bituminous concrete berm and/or Cape Cod bituminous concrete berm. Approximate lineal footage based on quantity projected by Town. Contractor shall bid this price per lineal foot.

MISCELLANEOUS

Provisions for Travel

Streets shall be open to through traffic and the entire highway shall be open for travel to abutting land throughout the period of construction. From the beginning of twilight through the whole of the night, the contractor shall place and maintain, over or near all obstructions in the public way under construction, sufficient lights and guards to protect travelers from injury or property damage. In areas of cold planing or reclamation, proper signage shall be installed by the Contractor. All structures shall be properly guarded and delineated for vehicular traffic.

Time and Manner of Doing Work

The Contractor shall begin work within fifteen (15) days of the date of signing the contract, unless otherwise directed, and shall prosecute the work expeditiously. The time in which various items of the whole of the Contract are to be completed is the essence of this Contract. Before any work is begun, the Contractor shall submit a work schedule and discuss fully with the Director of Public Works, the order and manner of doing the work, and the operating procedure shall at all times comply with the requirements of the Director.

Deviation

Any deviation in the specifications must be detailed in writing and submitted with formal bid.

Contracts Subject to Appropriation

The execution of a contract is subject to adequate financial appropriations for the item(s) or project(s) advertised. The lack of adequate financial appropriation by the Town for the Bid item(s) or project(s) constitutes grounds to reject all Bids or those Bids that exceed the financial limitations imposed by the Town of Templeton.

Questions or Ambiguities in Specifications

If bidders have any questions about specifications or terms of bid proposal and find any ambiguity in the specifications, they must be made prior to submitting a bid. No further consideration will be given after bid opening.

All questions pertaining to the specifications are to be submitted in writing by June 26, 2019, at 4:00 p.m. to alamontagne@templetonma.gov

Additional Information:

1. Prevailing wage rates apply
2. MADOT Pre-Qualification Required
3. Bid Security deposit of 5% of the value of the total bid will be required
4. 100% payment bond and 100% performance bond are required prior to execution of the contract
5. OSHA Training Certification
6. Consultation with Templeton Department of Public Works (978-939-3278) to review scope of work and permitting requirements prior to submission of bid as well as a site visit is highly recommended
7. Contractor responsible for contacting Dig Safe and obtaining all required permits; local permit fees will be waived by the Town and should not be included in the bid price
8. Police Details, if so required, will be provided by the Town of Templeton
9. Sample contract attached

IV. QUALITY REQUIREMENTS

- Bidders must comply with instructions listed in Section II, "General Information/Instructions."
- Bidders must have been in the business of providing the above-described services for a minimum of three (3) years.
- Bidders must be able to provide references from a minimum of three customers for whom the bidder has performed similar work within the past five years.

V. AWARD OF CONTRACT

The Town intends to award this contract to the lowest eligible responsive and responsible bidder. The Procurement Officer shall consider the following criteria in making that determination:

- Price (lowest base price, not including alternates)
- Compliance with requirements of this Invitation for Bids and applicable laws.
- Ability of bidder to undertake and complete the work or service for this contract.
- Ability of Town to obtain satisfactory responses from references contacted.
- The Town's past experience with a bidder.

The contract will be awarded no later than thirty (30) days after bid opening, during which period bids may not be withdrawn.

FORM FOR BID

FY2020-23: Road Resurfacing, Pulverizing, Cold Planing, Structure Adjustment and Materials to be picked up

Bid of (Company Name and Address):

.....
(hereinafter the Bidder)

To the Town of Templeton:

The Bidder, in compliance with the Town's Invitation for Bids for Road Resurfacing, Pulverizing, Cold Planing, Structure Adjustment and Materials to be picked up by the Town understood the specifications and requirements of this IFB, offers the following Bid Prices.

This price is to cover all expenses incurred in performing the work required under these bid documents, of which this bid sheet is a part.

Bidder acknowledges Addenda **numbered-----**

Note regarding quantities: By submission of a bid, the bidder understands that the quantities stated are approximate and should not be interpreted as the actual quantities the Town will purchase or be committed to purchase. The quantities set forth in the Bid are provided for bid comparison only and the actual quantity of work to be done may vary, as determined by the Town. The Contractor agrees that he/she shall neither have nor assert any claim for or be entitled to any additional compensation for damages or for loss of anticipated profits on work that is eliminated.

The Bidder agrees to perform all the work described in Section III of the bid documents for the proposed Contract Prices of:

PART A: BITUMINOUS CONCRETE TYPE 1-1

1. Price per Ton\$ _____ x 5,000 Tons= _____

Dollars.

[Indicate amounts in words and figures. In the event of a discrepancy, the amounts in words shall control.]

2. Material Price per Ton\$ _____ x 700 Tons to be picked up by DPW= _____

Dollars.

[Indicate amounts in words and figures. In the event of a discrepancy, the amounts in words shall control.]

PART B: BITUMINOUS CONCRETE EXCAVATION BY COLD PLANER

Price per Square Yard \$ _____ x 20,000 Square Yards= _____

Dollars.

[Indicate amounts in words and figures. In the event of a discrepancy, the amounts in words shall control.]

PART C: RECLAIMED BASE COURSE (incl. calcium chloride at noted application rates)

Price per Square Yard \$ _____ x 20,000 Square Yards= _____

Dollars.

[Indicate amounts in words and figures. In the event of a discrepancy, the amounts in words shall control.]

PART D: STRUCTURE ADJUSTMENT

1. Adjust Manhole:

Price per Structure \$ _____ \times 30 structures= _____

Dollars.

[Indicate amounts in words and figures. In the event of a discrepancy, the amounts in words shall control.]

2. Adjust Catch basin:

Price per Structure \$ _____ x 30 structures= _____

Dollars.

[Indicate amounts in words and figures. In the event of a discrepancy, the amounts in words shall control.]

3. Adjust Gate Box:

Price per Structure \$ _____ x 30 structures= _____

Dollars.

[Indicate amounts in words and figures. In the event of a discrepancy, the amounts in words shall control.]

4. Rebuild Manhole or Catch basin:

Price per vertical foot\$ _____ x 50 vertical feet= _____

Dollars.

[Indicate amounts in words and figures. In the event of a discrepancy, the amounts in words shall control.]

PART E: BITUMINOUS CONCRETE BERM

Price per Lineal Foot\$ _____ x 1,000 Lineal Feet= _____

Dollars.

[Indicate amounts in words and figures. In the event of a discrepancy, the amounts in words shall control.]

Affidavit of Non-Collusion: The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted 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.

Labor Harmony Clause: I certify that I am able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work and that s/he will comply fully with all laws and regulations applicable to awards made subject to section forty-four of M.G. L. chapter 30, s. 39M.

The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

REFERENCES

Bidder must provide references of at least three customers who have had similar work performed within the past five (5) years.

Reference: -----

Contact: -----

Address: -----

Telephone: _____ Fax: _____

Description of Work Performed: _____

Reference: -----

Contact: -----

Address: -----

Telephone: _____ Fax: _____

Description of Work Performed: _____

Reference: _____

Contact: -----

Address: -----

Telephone: _____ Fax: _____

Description of Work Performed: _____

(SAMPLE CONTRACT)

TOWN OF TEMPLETON, MASSACHUSETTS

**FY2020-23: ROAD RESURFACING, PULVERIZING, COLD PLANING,
STRUCTURE ADJUSTMENTS, AND MATERIALS TO BE PICKED UP**

THIS CONTRACT is executed this day of , 2019 by and between:

hereinafter referred to as the "Contractor" and the TOWN OF TEMPLETON, a municipal corporation duly organized under the laws of the Commonwealth of Massachusetts, with a principal place of business at Board of Selectmen's Office, 160 Patriots Rd, Rm. 6, P.O. Box 620, East Templeton, MA 01438, hereinafter referred to as the "Town". The Town and the Contractor agree to the terms and conditions contained in this Contract and in the following documents which are hereby incorporated by reference and made a part hereof: Advertisement, bid document titled "*Town of Templeton, Massachusetts, Invitation for Bids, Bid #FY2020-23, Road resurfacing, pulverizing, cold planing, structure adjustment, and Materials to be picked up May 29, 2019*", Contractor's response to the Invitation for Bids, all addenda issued by the Town prior to and any modifications made by the Town subsequent to award of this Contract, certificate(s) of insurance and surety bond(s), if any, submitted in connection with this Project, and any duly authorized and executed amendments, change order or purchase orders issued by the town after execution of this Contract. The Contractor agrees to perform the services indicated in its response to the Town's Invitation for Bids at the price indicated.

SCOPE OF WORK

The scope of work shall consist of that outlined in Section III, Purchase Description/Specifications/Scope of Services, Parts A through E of the Invitation for Bid at the prices listed on the Bid Form, Attachment A. All work shall strictly follow the specifications described in Section III of the Invitation for Bid, Bid #FY2020-23 and other applicable sections of this document. The items in the Scope of Work and the estimated quantities are as follows:

- Bituminous Concrete Type 1-1 (5,000 tons)
- Supply Type 1-1 pavement that the DPW will pick up at plant (700 tons)
- Bituminous Concrete Excavation by Cold Planer (20,000 square yards)
- Reclaimed Base Course, incl. calcium chloride at noted application rates (20,000 square yards)
- Structure Adjustment: Manholes (30), Catch basins (30), Gate boxes (30), Rebuild Manholes and Catch basins (50 vertical feet)
- Bituminous Concrete Berm (1,000 linear feet)

The contractor understands that the quantities stated are approximate and should not be interpreted as the actual quantities the Town will purchase or be committed to purchase. The quantities set forth in the Bid are provided for bid comparison only and the actual quantity of work to be done may vary, as determined by the Town. The Contractor agrees that he/she shall neither

have nor assert any claim for or be entitled to any additional compensation for damages or for loss of anticipated profits on work that is eliminated.

ADDITIONAL INFORMATION

1. Prevailing wage rates apply.
2. MADOT Pre-Qualification Required.
3. Bid deposit of 5% of the value of the total bid will be required.
4. 100% payment bond and 100% performance bond are required.
5. Consultation with Templeton Department of Public Works (978-939-3278) to review scope of work and permitting requirements prior to submission of bid as well as a site visit is highly recommended.
6. Contractor responsible for contacting Dig Safe and obtaining all required permits; local permit fees will be waived by the Town and should not be included in the bid price.
7. Police details, if so required, to be provided by the Town of Templeton.
8. Sample contract attached.

MATERIALS

The Contractor agrees, unless otherwise specified, that all equipment, materials and supplies furnished under this contract are to be first quality, new and unused.

CONTRACT TERM

This Contract is effective when signed by both the Contractor and the Town and shall extend for a period of one year. At the Town's sole discretion, this contract may be extended for two additional one-year terms at the same contract price, terms and conditions.

TERMINATION OF CONTRACT

The Town may, by written notice to the Contractor, terminate the whole or any part of this contract pursuant thereto in any one of the following circumstances:

- a) If, for any cause, the Contractor fails to fulfill in a timely manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Town shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date of such termination. Such notice shall be given not less than five (5) days prior to the effective date of termination and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed through the date of termination.
- b) If the Contractor fails to perform any of the other provisions of this contract or, if in the opinion of the Town, the Contractor so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not correct such failure within thirty (30) days (or such longer period as the Town may authorize in writing) after receipt of notice from the Town specifying such failure.

In the event of termination, the Contractor shall have no right to payment for lost profits, consequential, incidental, indirect or punitive damages.

PREVAILING WAGE RATES

Minimum wage rates as determined by the Director of the Division of Occupational Safety under the provisions of Massachusetts General Laws Chapter 149, Sections 26-27 apply to this project. A copy of the wage schedule in effect for the duration of this project is attached to this Contract as Appendix A.

BID DEPOSIT

A 5% bid deposit of the value of the total bid is required.

PAYMENT BOND

A 100% payment bond is required.

PERFORMANCE BOND

A 100% performance bond is required.

PAYMENT TERMS

The Contractor shall provide the services at the price stated on the bid form and will be paid for work performed in accordance with the provisions contained in the specifications of the Invitation for Bids and applicable state law. It is understood that payments under this contract shall not exceed the total contract price, unless the contract amount is increased by an authorized change order executed by the parties.

INSURANCE REQUIREMENTS

The Contractor shall secure and maintain for the duration of this project and at no cost to the Town, with respect to the services related to this Contract, insurance coverages for general, property, automobile, and workers' compensation as follows:

- a) General Liability: minimum of \$1,000,000 per occurrence, \$3,000,000 aggregate.
- b) Property Damage Liability: minimum of \$1,000,000 per occurrence, \$3,000,000 aggregate.
- c) Automobile Bodily Injury/Property Liability: \$1,000,000 CSL
- d). Worker's Compensation, as required by law.
- e) Excess Liability Umbrella: \$1,000,000 CSL

The Certificate Holder shall be identified as "Town of Templeton, Department of Public Works, 381 Baldwinville Rd, Templeton MA 01468." The Town of Templeton shall be named as an additional insured for the project.

WARRANTY

The Contractor agrees to warranty parts and labor for a period of one year from the date of acceptance of the project to the Town's full satisfaction. The Contractor shall replace, repair or make good, without cost to the Town, any defects or faults arising within one (1) year after date of acceptance of equipment, materials or supplies furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.

AMENDMENTS/ ALTERATIONS

This Contract shall not be amended or altered in any particular without the consent of all parties to this Contract. All alterations to this Contract must be in writing and authorized as such by the Chief Procurement Officer and the Contractor.

INDEMNIFICATION

The Contractor agrees to indemnify, save harmless, and defend the Town of Templeton and its respective employees, elected officials, agents, and assigns from and against any and all losses, liabilities, claims, penalties, suits and the cost and expense incident thereto, including the cost of defense, settlement and reasonable attorney's fees, which the Town may hereafter incur, become responsible for, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or any adverse effects on the environment or any violation of applicable federal, state, and local laws, regulations, bylaws, or ordinances to the extent caused by the contractor's breach of any term or provision of this agreement.

GOVERNING LAW

This contract shall be deemed to be a Massachusetts contract and its interpretation and construction shall be governed by the laws of Massachusetts and the Bylaws of the Town of Templeton.

SEVERABILITY

The provisions of this Contract are severable. If any section, paragraph, clause or provision of this Contract shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Contract shall be unaffected by such adjudication and all of the remaining provisions of this Contract shall remain in full force and effect as though such section, paragraph, clause or provision, or any part thereof so adjudicated to be invalid had not been included herein, unless such remaining provisions, standing alone, are incomplete and incapable of being executed in accordance with the intent of the parties to this Contract.

In the event the Contractor is a corporation, a certificate that the person executing this contract is duly authorized to sign must accompany this contract.

This Contract shall become effective when signed by both the Contractor and the Town.

IN WITNESS WHEREOF, this Contract has been executed, in triplicate, on the date first above written for the Town of Templeton by its Town Administrator, and for the said Contractor by its owner, or duly authorized officer or agent.

TOWN OF TEMPLETON:

CONTRACTOR:

Carter Terenzini
Town
Administrator

Print Name and Title

Approved as to Appropriation:

Town Accountant

Attachment 1

CERTIFICATE OF AUTHORITY

(Required if a Corporation)

At a duly authorized meeting of the Board of Directors of the _____

(Name of Corporation)
Held on _____ at which all the Directors were present or waived notice,

(Date)
it was voted that _____ of the company be and

(Officer and Title)
hereby is authorized to execute contracts and bonds in the name and on behalf of said
company, and affix its corporate seal thereto, and such execution of any contract of
obligation in this company's name on its behalf of such _____ under

(Officer)
seal of the company shall be valid and binding upon this company.

A TRUE COPY,

Attest: _____

(Signature/ title)

Place of Business: _____

I hereby certify that I am the _____ of the _____

(Title) (Corporation)
and that _____ is the duly elected _____

(Name of Officer) (Title)
of said company, and the above vote has not been amended or rescinded and remains in
full force and effect as of the date of this contract.

Signature: _____

Date: _____

Name/Title: _____

(Corporate Seal)

Notary Public

ATTACHMENT 2

Certification of OSHA Training

The undersigned certifies under the penalties of perjury that all employees to be employed at the worksite have completed a construction safety and health course that is least ten hours in duration and has been approved by the United States Occupational Safety and Health Administration (OSHA).

Signature: _____

Date: _____

Name [Printed]: _____

Title: _____

Company: _____

ATTACHMENT 3

TAX ATTESTATION CERTIFICATION

Pursuant to M.G.L., Ch. 62C, s. 49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature of individual or Corporate Officer

Company Name

Social Security Number or Federal
Identification Number*

* Your Social Security Number will be furnished to the Massachusetts Department of Revenue to determine whether or not you have any tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of Chapter 62C, Section 49A, of the Massachusetts General Laws.

Attachment 4

PAYMENT BOND

Know All Men By These Presents: That we, _____
_____ as PRINCIPAL, and, as SURETY,
are held and firmly bound unto the Town of Templeton as Obligee, in the sum of
_____ dollars \$_____ to be
paid to the Obligee, for which payments well and truly to be made, we bind ourselves, our respective
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
Whereas, the said PRINCIPAL has made a contract with the Obligee, bearing the date of
_____, 20_____, for the construction of _____
_____(Project Title) in Templeton, Massachusetts.
Now, the conditions of this obligation are such that if the PRINCIPAL and all Sub-contractors under said
contract shall pay for all labor performed or furnished and for all materials used or employed in said
contract and in any and all duly authorized modifications, alterations, extensions of time, changes or
additions to said contract that may hereafter be made, notice to the SURETY of such modifications,
alterations, extensions of time, changes or additions being hereby waived, the foregoing to include any
other purposes or items set out in, and to be subject to, provisions of M.G.L. c. 30, sec. 39A, and M.G.L.
c. 149 sec. 29, as amended, then this obligation shall become null and void; otherwise it shall remain in full
force, virtue and effect. In Witness Whereof, the PRINCIPAL and SURETY have hereto set their hands and
seals this day of _____, 20_____.

PRINCIPAL SURETY

BY _____ (SEAL) (ATTORNEY-IN-FACT) (SEAL) (Title)

ATTEST: _____ ATTEST: _____

APPENDIX A

PREVAILING WAGE RATES