



TOWN OF UPTON
DEPARTMENT OF PUBLIC WORKS

BID PACKAGE
FOR
CHIP SEALING

CONTRACT # 17-3

May 4, 2016

Vincent J. Roy, DPW Director
John J. Johnson, Highway/Parks Supervisor

Bid Opening
10:00 a.m. Thursday, May 19, 2016
Deadline for Questions
2:00 p.m. Thursday, May 12, 2016

(Advertised in Goods and Services 5/4/2016)
(Advertised in Milford Daily News 5/4/2016)

LEGAL NOTICE

**Town of Upton
Invitation for Bids**

CHIP SEALING CONTRACT
17-3

The Town of Upton, Department of Public Works acting through the Town Manager, requests sealed Bids for **CHIP SEALING - CONTRACT # 17-3**. All bids are subject to the provisions of **M.G.L. Chapter 30/39M**.

Only a bidder who is prequalified at the time of bid opening shall be eligible for award of Contract. All proposals submitted by non-prequalified bidders are subject to rejection by the Municipality.

Bid documents will be available beginning May 4, 2016 in the DPW Office, 100 Pleasant Street, Monday through Friday from 7:00 AM to 3:30 PM or on line at www.uptonma.gov. Bid packages will not be mailed.

Bids are to be clearly marked in the lower left hand corner, **"BID PROPOSAL: UPTON - CHIP SEALING -CONTRACT # 17-3** and are due in the Town Manager's Office, 1 Main Street, **May 19, 2016 until 10:00 AM EST**. Bids will be opened and read aloud on **May 19, 2016, at 10:10 AM EST** in the Board of Selectmen's Office, 1 Main Street, Upton, MA 01568.

The BOS office hours are: Monday through Thursday from 8 AM to 5 PM, and Fridays 8:30 – 11:30 AM.

Bidders are reminded that wage rates are subject to M.G.L., Chapter 149, Section 26 to 260 inclusive, along with a minority employee percentage rate of not less than 5%.

The Town of Upton reserves the right to reject any and all Bids in the best interest of the Town.

Blythe C. Robinson
Town Manager

CHIP SEALING
CONTRACT # 17-3

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SECTION 1 - INSTRUCTIONS TO BIDDERS

1. **Awarding Authority:** The Town of Upton, acting through the Town Manager, in the capacity as the Awarding Authority, is seeking Bid Proposals for the labor/goods/materials identified in the **PURCHASE DESCRIPTION: CHIP SEALING CONTRACT # 17-3.**

2. **KEY EVENT DATES**

• Invitation to Bid Issued		May 4, 2016
• Pre-Bid Conference		N/A
• Deadline for Written Questions	2:00 PM	May 12, 2016
• Deadline for Submitting Bids	10:00 AM	May 19, 2016
• Public Bid Opening	10:10 AM	May 19, 2016
• Bid Awarded (Anticipated)		May 26, 2016
• Commencement of Work		Notice to Proceed
• Completion Date		As required

3. **Bid Proposal Form:** All proposals **MUST** be submitted on the Bid Proposal Forms herein attached. The bidder must also complete and sign the State Tax Administration Regulation Form and Collusion Form attached herein.
 - 3.1 The term bidder, vendor and contractor are used interchangeably throughout this document.
 - 3.2 Vendors must submit a bid proposal for all of the sections specified on the Bid Form. These sections are identified in the Bid Form as Items # 122 to # 700.

4. **Signatures:** The bid must bear the written signature of the bidder. If the bidder is a corporation, the bid must be signed by a duly authorized officer or agent of such corporation, and the signature of such person shall constitute a personal warranty of the authority of such person to bind the corporation. If the bidder is a partnership, the bid must be signed by a partner. If the bid is by a sole proprietor, the owner of the company must sign the bid.

5. **Receiving Bids:** Bids received prior to the time established for the receipt of bids, will be securely kept and unopened. No responsibility will be attached to the Awarding Authority for the premature opening of a bid not properly addressed and identified. No bid received by the owner after the time specified herein for the opening of bids will be considered, regardless of the cause for delay in any such bid.

6. **Withdrawal of Bids:** The Town 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 BOS Administration Office 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 Town may in its discretion waive minor informalities or allow the bidder to correct them. If a mistake in the intended bid is clearly evident on the face of the Bid Document, the Town 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. The 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.

7. Interpretation of Purchase Description: No interpretations of the purchase description or other contract documents will be made by the bidder orally. Every request for such interpretation shall be in writing addressed to the Town Manager, and to be given consideration, must be received five business days prior to the date fixed for the receipt of bids. Any such interpretations and any supplemental instructions will be in the form of written addenda to the purchase description which, if issued, will be mailed to all prospective bidders. All addenda shall become part of the General Contract.
8. Cancellation/Rejection of Bids: The Town may cancel an invitation for bid or may reject in whole or in part any and all bids or proposals when determined that cancellation or rejection serves the best interests of the Town. The Town shall state in writing the reason for a cancellation or rejection. The Town may also defer the start of work operations should they deem it in the best interest of the Town to do so.
9. Contract: A Contract will be prepared by the Town of Upton and must be endorsed by the vendor and the Town before the delivery of goods/materials/labor. The vendor must agree to maintain all prices quoted in the Proposal until the completion of the Project.

The "Vendor" is herein identified as the party to whom the bid award is made.

A copy of the Vendor's Proposal, the Instruction to the Bidders, the Project Description, Bid/Payment Bond and Certificate of Insurance shall be attached to and incorporated into the Contract. The terms and conditions in these documents shall be deemed required and enforceable and shall constitute the body of the Contract.

10. Guarantee: All machinery, furniture, equipment and all tangible and durable items and all workmanship shall be guaranteed and warranted by the vendor for a period of not less than one year from the date of project completion. The date of project completion shall be determined by the Town. In addition, the manufacturers guarantee shall be furnished by the vendor. Any machinery, furniture, equipment and all tangible and durable items or any workmanship or any other items provided under this Contract which are or become defective during the guarantee or warranty period shall be replaced by the vendor free of charge with the specific understanding that all

replacements shall carry the same guarantee or warranty as the original item or workmanship.

11. Bid Bond: Each general Bid Proposal must be secured by an accompanying deposit of 5% of the total bid in the form of a bond, cash, certified check or cashier's check made payable to the Town of Upton.
12. Performance Bond/Payment Bond: Simultaneously with the delivery of the executed Contract, the contractor shall furnish a surety bond or bonds as security for faithful performance of this Contract and for payment of all persons performing labor and materials under this Contract. Each bond shall be in the amount of 100% of the total dollar bid. The surety on such bond or bonds shall be a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the owner. The bonds shall remain in force for one year after Contract completion, unless the Owner, in writing, releases the Contractor from the obligation sooner. Said surety bonds shall be in the form of the bonds attached hereto, or as otherwise approved by the Town.
13. Equal Employment/Prevailing Wage: The Town of Upton is an Equal Opportunity Employer and will require compliance with all of the provisions of the law pertaining to equal employment, Davis-Bacon Act, and all other Federal and State Prevailing Wage and Labor Laws.

The vendor shall furnish to the Commissioner of Labor of the Commonwealth of Massachusetts, Department of Labor and Industries, within fifteen (15) working days after the completion of its work a statement that employees have been paid in accordance with wages determined under the provisions of 27 and 27A of Chapter 149 of Massachusetts General Laws.

Attached herein are the Commonwealth of Massachusetts prevailing wage rates as issued by the Department of Labor and Industries for certain relevant classifications.

14. Insurance to be maintained by the Vendor and Indemnification of Town by Vendor:
 - 14.1 Insurance: The vendor must attach to the Bid Proposal Form a statement from the vendor's insurance company that the following amounts of insurance can be obtained. Simultaneously with the delivery of the executed Contract, the vendor shall furnish a Certificate of Insurance showing insurance coverage for General Liability, Automobile and Workman's Compensation (Statutory). It is the vendor's responsibility to purchase and maintain adequate insurance to protect the vendor and the Town from all claims.

The following minimum insurance is required:

- a. Workmen's Compensation Statutory
Employer's Liability

A. Bodily Injury Each Accident	\$1,000,000
B. Bodily Injury Disease - Aggregate	\$5,000,000
C. Bodily Injury Disease - Each Employee	\$1,000,000

b. Comprehensive General Liability:

A. Each occurrence	\$1,000,000
B. Damage to rented premises	\$3,000,000
C. Medical expense (any one person)	\$5,000
D. Personal & adv injury	\$1,000,000
E. General aggregate	\$2,000,000
F. products – comp / op AGG	\$2,000,000

c. Automobile Liability**

A. Comp. Auto Liability** - Bodily Injury Per Person	\$ 500,000
B. Comp. Auto Liability** - Bodily Injury Per Accident	\$1,000,000
C. Comp. Auto Liability** - Property Damage	\$ 500,000

**Provide coverage for all Owned, Non-Owned, and Hired Vehicles

The Liability Policy should be Broad Form and include coverage for premises and operations and product liability.

d. Miscellaneous, or not covered above:

- A. Damage to Town property
- B. Claims filed by contractor employees against Town
- C. Comprehensive Automobile Liability Insurance should be written to include owned, hired and non-owned vehicles and it shall provide Extra Territorial Coverage.

e. The Town of Upton, MA must be named as an additional insured on the vendor's policy. No insurance shall be subject to cancellation without at least thirty (30) days prior written notice forwarded by registered or certified mail to the Town of Upton. All parties shall also be notified of the attachment of any restrictive amendments to the policies.

f. The Town reserves the right to amend the insurance requirements specified above to protect the interests of the Town and to secure a successful bid. Any deviation from the insurance requirements must be noted by the bidder, in writing, and attached to the Bid Proposal Form.

14.2. Indemnification: The vendor shall comply with the requirements of all applicable laws, rules and regulations in connection with the services of the vendor, and shall exonerate, indemnify and hold harmless the Town's officers, agents, and all employees from and against them and local taxes or contributions imposed or required

under Social Security, Worker's Compensation, and Income Tax Laws. Further, the vendor shall exonerate, indemnify and hold harmless the Town with respect to any damages, expenses, or claims arising from or in conjunction with any work performed by the vendor. This shall not be construed as a limitation of the vendor's liability under the Contract or as otherwise provided by law.

The vendor hereby assumes the entire responsibility and liability for any and all injury to or death of any and all persons, including the vendor's employees, and for any and all damage to property caused by, resulting from or arising out of any act, omission, or neglect on the part of the vendor or of any subcontractor or of anyone directly or indirectly employed by them or for whose acts anyone of them may be liable in connection with operations under the Contract. In addition to any indemnification of the Town of Upton by the vendor, the vendor hereby indemnifies and shall at all times defend, save and hold harmless the Town of Upton, and all of its officers, employees or agents from and against any and all demands, claims, actions, lawsuits, judgments, damages, penalties, liabilities, losses, expenses and costs (including legal defense and court and witness costs) of any kind or nature of or by anyone whomsoever, for injuries to or death of occasioned by or in anyway resulting from the vendor's performance of, or activities pursuant to, this Contract or the vendor's rendering of services or omissions or conduct in anyway connected with the Contract or under the whole or in part by any negligent act or omission of the vendor or any subcontractor or anyone directly or indirectly employed by any of them, regardless of whether or not it is caused in part by a party indemnified hereunder. The Town of Upton's defense or settlement or any claim or suit or action in anyway arising out of the subject matter of this Contract shall not be deemed to be a waiver by the Town of Upton of any of its rights against the vendor or others under this paragraph.

15. "Or Equal" Clause: Whenever a material, article or piece of equipment is identified on the plans or in the specifications by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended to merely establish a standard; and, any materials, articles or equipment of other manufacturers or vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article or equipment so proposed is, in the opinion of the Town, of equal substance and function.
16. Payment: Payment will be made to the vendor within forty-five (45) days of the delivery of services identified in the Purchase Description. A five percent (5%) retainer will be deducted from each payment and will be paid within 60 days after full project completion and acceptance.
17. Provision of Services: Services shall be provided as scheduled by the Upton DPW. The estimated dates for the provision of the work in this Contract shall be for the period of July 1, 2016 to June 30, 2017.

18. Compliance: The Vendor will agree to adhere to all Federal, State and Local Laws and Regulations including all applicable Civil Rights Acts, Section 3 of the Housing Rehabilitation Act of 1974, Davis-Bacon and Related Acts, Contract Work Laws and Safety Standards Act, the Copeland “Anti-Kickback” Act and all Equal Employment Opportunity Laws. It is the vendor’s responsibility to assure and certify compliance with all applicable laws and regulations. The vendor must agree to supply information or certification of compliance with any or all Federal, State or Local Laws and Regulations.
19. Selection Criteria: The key selection criteria will be the cost of the services. All Contracts are subject to appropriation. The execution of a Contract is subject to adequate financial **MassDOT Chapter 90 funds** for the item(s) or project(s) advertised. The lack of adequate financial funds for the proposed item(s) or project(s) constitutes grounds to reject all proposals or those proposals that exceed the financial limitations imposed by the Town of Upton.
20. Certificate of Approval: **MHD PRE-QUALIFICATION**: Contractors intending to bid on his project must be pre-qualified with the Massachusetts Highway Department (MHD) at the time of the bid opening. However, contractors need not obtain any forms from the MHD prior to receiving the specifications. All proposals submitted by non pre-qualified bidders will be rejected.

Subject to MHD pre-qualification the Town will review all bids, and will select the lowest most responsible and eligible bidder. The lowest most responsible bidder will be determined based upon the summation of the grand total contract bid item amounts for the three (3) year period. Before any contract is awarded, the bidder may be required to furnish a complete statement of origin, composition and manufacturer of all materials to be supplies under the bid proposal.

The Town reserves to itself the right to accept or reject any and all bids, or to allow or deny variations from these specifications. In the event that two or more responsive and eligible bidders are tied with the lowest price, then the bidder whose bid was received first by the Town will be awarded the contract.

Upon bidder selection, the Town of Upton will mail to the selected Vendor, three (3) contracts to be executed by the Vendor and returned to the Town of Upton with the appropriate insurance certificates. The Town of Upton will then counter execute the three (3) contracts and return one complete contract to the Vendor. The Town’s Standard Contract is available online. Bidders are expected to review the sample contract “Short Form Agreement”. Unless otherwise noted by the Town, the terms and conditions contained therein are **NOT** negotiable.

21. Bids Due: Sealed bids will be due at the Town Manager’s Office, Town Hall, 1 Main Street, Upton, Massachusetts on **May 19, 2016 until 10:00 AM EST**. All Bids should

be sealed and clearly marked on the outside left-hand corner of the envelope: **“BID PROPOSAL: Upton – Chip Sealing Contract #17-3”**.

Bids will be opened and read aloud on **May 19, 2016, at 10:10 AM EST** upstairs in the Board of Selectmen’s Office, 1 Main Street, Upton, MA 01568.

22. **Bid Award:** Bids will be awarded within thirty (30) days of the bid opening to the lowest responsible bidder **provided MaDOT authorizes funding and the project receives MaDOT approval.**

SECTION 2 - PURCHASE DESCRIPTION

GENERAL DESCRIPTION

This Bid consists of work in approximate quantities as listed in the Proposal Forms, which state the location and description of the work to be done and the materials to be furnished.

The Plans and Specifications, Proposal and Addenda shall form part of this Contract.

QUANTITIES

All bids will be compared on the total estimate of quantities of work to be done, as shown in the Proposal.

These quantities are approximate only, being given as a basis for the comparison of Bids and to determine the approximate amount of the consideration of the Contract. The bidder will be required to complete the work specified or as shown on the drawings, within the required time period, whether the required quantities are more or less than the amounts herein estimated without any change in the contract unit price. The final payment will not be made until the work is completed.

The unit price bid for each item must allow for all collateral or indirect costs connected with it.

MATERIAL DISPOSAL

The contractor, at no additional cost to the Town, shall dispose of all material that has been removed.

INVESTIGATION OF CONDITIONS

Bidders are expected to visit the locality of the work and acquaint themselves with all available information concerning local conditions. They are also expected to make their own estimates of the facilities needed and difficulties attending the execution of the proposed Contract including local conditions, availability of labor, uncertainties of weather and other contingencies. In no event will the Town assume any responsibility whatever for an interpretation, deduction or conclusion drawn from the inspection of the site. Failure to acquaint himself with all available information concerning these conditions will not relieve the successful bidder from responsibility for estimating the difference and costs of successfully performing the complete work.

At the bidder's request, a representative of the Town will point out the site of the proposed operations.

ADDENDA

The bidder is required to acknowledge receipt of any addenda issued to the Contract by inserting the addendum number in the space provided on the Proposal Form.

EXPERIENCE

Each bidder shall state in the bid whether they are now or ever have been engaged on any other contract or other work similar to that proposed, giving the year in which it was done and the manner of its execution and shall submit such other information as will tend to show his ability to prosecute vigorously the work required to these specifications. A successful bidder will be required to employ an organization thoroughly experienced and skilled in the type of work to be done. After the opening of bids, any bidder may be required to submit satisfactory evidence that the specific organization which he proposes to employ on this Contract has successfully executed work of the nature and quality indicated herein.

EQUIPMENT

Each bidder shall state in the bid the character, make and amount of equipment that he proposes to employ on the work. After bids are opened, any bidder may be required to show that he owns, controls by firm option, or can procure the equipment necessary for commencing, prosecuting and completing the work as required by specifications.

CONTRACTOR RESPONSIBILITY

The contractor must care for, replace and restore to good condition, to the satisfaction of the Director of Public Works, Highway Superintendent, or designee any utilities, fences, sidewalks, post, poles or other structures damaged by or interfered with by the contractor outside the scope of work. The contractor shall perform any necessary replacement, reparation or restoration at no additional compensation.

Damage resulting from the operation of the contractor to any structure in the street or ground near or within the scope of work (and not required to be changed under the Contract) shall be replaced, repaired or restored by the contractor at no additional compensation.

The contractor shall have no grounds for additional compensation because of expenses due to encountering existing pipes, conduits or structures.

The contractor must perform construction work without damage to shade trees.

UTILITIES COORDINATION

Coordination with private utilities is the sole responsibility of the contractor (including natural gas, electricity, telephone, cable, etc.). The contractor shall be responsible for notifying Dig Safe prior to any start of work. Any assistance the Town may offer in coordinating with private utilities shall not absolve the contractor's responsibility to coordinate with public and private utilities as necessary to accomplish the contract work. The contractor shall be responsible and liable for all damages to the existing utilities and structures.

DIG SAFE LAW

Before proceeding with contraction operations, the contractor shall notify that he State of Massachusetts Underground Plant Damage Prevention System (Dig Safe) at 1-888-344-7233, and shall make such supplemental investigations.

COOPERATION

The contractor shall cooperate with all other contractors or other forces within the limits of the work specified. The contractor shall allow the necessary access to the site to other contractors and utility companies and their agents. The contractor shall be responsible for preventing damage by others to the work performed under this Contract or for having damage repaired, either by the party responsible or at his own expense.

PUBLIC CONVENIENCE

The contractor shall so conduct his operation as to offer the least possible obstruction and inconvenience to the public.

Vehicular and pedestrian traffic will be maintained on all streets located within the project unless permission is received in writing from the Superintendent of Public Works or his representative to close the street.

Where construction operations are such that a hazard exists to the public, all safety precautions shall be maintained.

TRAFFIC

Prior to beginning work, the contractor shall submit a Schedule of Operations and a Traffic Control Plan to the Upton Department of Public Works (DPW). No work is to be performed without the approval of the Upton DPW.

POLICE PROTECTION

The Town of Upton will furnish and pay for police when and where the Town decides police protection is necessary. The contractor shall notify the Police Department of the anticipated requirements as the work progresses, so that each day's protection can be scheduled not later than the preceding day.

REFERENCE TO SECTIONS

All references to (section numbers) refer to the standard specifications for Highways and Bridges for the Commonwealth of Massachusetts, latest edition.

SIMILAR CONSTRUCTION IN OTHER LOCATIONS

Construction of similar work may be needed in other locations and may be included in this Contract by agreement between the Town and the contractor. Any such work is to be paid for on a unit price basis at the prices bid under the Contract. Extra work orders will be given to the contractor for any such work on a unit price basis at the prices bid in the

Contract. The purpose of this provision is to permit the inclusion of any emergency or rush project that may arise.

ADDITIONAL WORK

- (a) The contractor agrees to perform any work related to the subject matter of the Contract, but not within the scope of the Contract and its specifications, upon written order of the Contracting Officer, the payment for such extra work to be made in accordance with whichever of the following plans the Contracting Officer elects:
 - (1) A price agreed upon between the parties and stipulated in the order for the extra work:
 - (2) A price based on the unit prices of the Contract:
 - (3) A price determined by adding 15% to the reasonable cost of the extra work performed, such reasonable cost determined by the Contracting Officer in accordance with paragraph (b) below.
- (b) In computing reasonable cost for the purposes of (3) above, the Contracting Officer shall include the reasonable cost to the contractor of all materials used, of all labor, common and skilled, of foremen, trucks, and the fair rental of all machinery used upon the extra work for the period of such use. If the extra work requires the use of machinery not upon the work or to be used upon the work, then the cost of transportation of such machinery to and from the work shall be added to the fair rental, but said transportation shall not cover a distance exceeding 100 miles. The Contracting Officer shall include in the cost of extra work the cost to the contractor of any additional insurance that may be required covering public liability and bodily injuries to his employees engaged in the extra work, and the cost of Social Security or either direct assessment upon the contractor's payroll by Federal or other properly authorized public agencies. The cost of extra work shall not include any cost or rental of small tools, buildings, or any portion of the time of the contractor or his superintendent, or any allowance for use of capital or the premium on the bond as assessed upon the amount of extra work, these items being considered as being covered by the fifteen percent (15%) added to the reasonable cost.
- (c) The Contracting Officer may make alterations in the line, grade, plan, form, dimensions, or materials of the subject matter of the Contract, or any part thereof, either before or after commencement of construction. Where such is done, payment for such increase shall be made in the same way that payment is made for extra work under (a) and (b) above. Where such alterations diminish the quantity or to the benefit of the Town based upon the unit prices where used or, where unit prices are not used, as the Contracting Officer shall determine.

FY 16 CONSTRUCTION PROGRAM

	<u>STREET</u>	<u>LOCATION</u>	<u>SQUARE YARDS</u>	<u>WORK</u>
1	Crockett Road 1.02 miles	Milford Town Line to the end of Road	12,200	Application of 20% Rubber Chip Seal
2	VFW Playground Parking Lot	15 Milford Street	3,800	Application of 20% Rubber Chip Seal
3				
4				
5				

SPECIAL PROVISIONS

NOTICE TO PROCEED

The bidder must agree to commence work on or before the date specified in the written "Notice to Proceed" issued by the Town, and/or Superintendent of Public Works acting on behalf of the Town, and to fully complete the project within the time specified in the Contract.

SCHEDULE OF WORK

The contractor shall submit, to and for the comments of the Contracting Officer, a schedule of operations within ten (10) days after the mailing of the executed Contract to the contractor and sequence of work and the time the contractor proposed to complete the various items of work within the time specified in the Contract.

PROPER NOTIFICATION

The Contractor will be required to provide at least 48 hours' notice to the Contracting Officer before locating in work sites previously unoccupied under this Contract or before proceeding with paving operations.

HOURS OF WORK

In general, the Town will permit the contractor to work Monday through Friday between the hours of 7:00 A.M. and 3:00 P.M. except as provided by the Contracting Officer. All construction work shall be completed or suspended for the winter season by November 30th (when applicable) unless a specific waiver is granted by the Contracting Officer.

SAW CUTTING

The contractor will be required to saw-cut or cut bituminous concrete pavements by an approved method of the Contracting Officer at no additional cost to the Town. This work will be performed for such instances as berm or sidewalk retention in any location within the work site as directed by the Contracting Officer.

CASTINGS

The contractor will be required to return to the town yard any or all excess castings, either water, sewer or drain, that were replaced or abandoned by the Contracting Officer. This work will be performed as subsidiary obligation by the contractor and no additional payment will be made to the Town.

ADJUSTMENT TO GRADE OF ROADWAY CASTINGS

Final adjustment to grade of castings within the roadway must be made after leveling course or binder course has been laid.

OVERLOADED TRUCKS

The Contracting Officer will not accept any materials delivered to any project in motor vehicles or semi-trailer units that exceed the legal maximum gross weight allowed for the

particular class, as specified in Section 19A of Chapter 90 of the General Laws of Massachusetts.

RULES AND REGULATIONS CONCERNING DISTINCTIVE SLOW-MOVING

VEHICLES

In accordance with the provisions of Section 7 of Chapter 90 of the General Laws as most recently amended by Chapter 684 of the Acts of 1970 and following due notice and a public hearing held on January 8, 1971 at the Registry of Motor Vehicles, 100 Nashua Street, Boston, Massachusetts, I hereby prescribe the following standards and specifications for a distinctive slow-moving vehicle emblem.

- 1.1 The minimum total construction and the dimensions of the emblem shall conform to the Society of Automotive Engineer's standards as last revised in June, 1967.
- 1.2 The emblem shall be securely mounted on the rear of the vehicle with a broad base down facing squarely to the rear of said vehicle, as near to the center as possible with the bottom of the emblem not less than 3 feet nor more than 5 feet above ground. Said emblem shall be kept clean.

Incorporated herein and made a part of these rules and regulations is the standard of the Society of Automotive Engineers, SAE-J943A as last revised in June, 1967 pertaining to a slow-moving vehicle identifications emblem.

FINAL CLEAN-UP

Upon completion of the work and before acceptance and final payment, the contractor shall remove and dispose of in an approved manner at his own expense, from the right-of-way, construction site, dredging site, and adjoining property, all temporary structures and all surplus materials and rubbish which the contractor may have accumulated during the prosecution of the work, and shall leave the areas in a neat and orderly condition. No equipment or material shall be left within any of the aforementioned areas after acceptance of the Contract without the written permission of the Superintendent. The contractor shall not abandon any material at or near the site regardless of whether or not it has any value.

PERMITS

The contractor will be responsible for any and all permits unless otherwise approved by the Department of Public Works.

EMERGENCY TELEPHONE NUMBER

A 24-hour telephone number must be supplied along with the name of the person to be notified for repairs or emergencies. Failure to respond will necessitate the actuation of Town crews at the Contractor's expense.

BARRICADES

The contractor will be required to supply and utilize barricades. Such barricades shall be model 10024-T2 with signal blinker light as manufactured by Lear Siegler Inc. or approved equal. Barricades are to be maintained in good working order and a minimum of fifty (50) such barricades shall be in the contractor's possession throughout the duration of this Contract. Failure to conform to this provision shall be grounds to discontinue all work.

UTILITIES

The contractor shall contact the respective utility companies and must be careful not to disturb or break existing manholes, catch basins, valve boxes and other castings which may be located in the surface of the road.

SIGNAGE

Road construction warning signs and detour signs, including placement, shall be the contractor's responsibility. Quantities and locations shall be according to the Manual on Uniform Traffic Control Devices and the local police department.

SECTION 3 - SCOPE OF WORK

All work done under this Contract shall be performed in accordance with Division II and III of the latest edition of the Massachusetts Standard Specifications for Highways and Bridges as amended, except as otherwise required in these specifications.

Unless otherwise specified, the work to be completed under this Contract consists of the furnishing of all equipment, labor and materials and performing all work in strict compliance with these specifications for the construction of sidewalks, curbing, class I bituminous concrete pavement, drainage pipes, adjusting frames and covers and all else specified herein, together with all related work. The work is located in the Town of Upton, Massachusetts, in the various streets and locations noted in the Proposal. All work shall conform to drawings and standard details on file with the Town of Upton, Department of Public Works, along with any changes, drawings, plans and written directions that may, from time to time, be issued by the Contracting Officer.

SPECIFICATIONS FOR ASPHALT-RUBBER SURFACE TREATMENT WITH AGGREGATE COVER

STRESS ABSORBING MEMBRANE - SAM STRESS ABSORBING MEMBRANE INTERLAYER - SAMI

This specification covers requirements for materials, manufacture, and application of asphalt-rubber as a stress absorbing membrane (SAM) or a stress absorbing membrane interlayer (SAMI). This specification shall consist of an application of a combined reacted mixture of hot paving grade asphalt and ground rubber followed immediately with a cover material.

1.0 BASE MATERIALS

1.1 Asphalt Cement

Asphalt cement for the asphalt-rubber mixture shall be PG 58-28 OR PG 64-28, complying with the requirements of appropriate state or local specifications. The grade selected shall be based on laboratory testing by the asphalt-rubber supplier.

1.2 Anti-stripping Agent

If required by the job-mix formula to produce appropriate water resistance, an anti-stripping agent that is heat stable and approved for use by the Agency shall be incorporated into the asphalt-rubber material at the dosage required by the job-mix formula (up to 1.0% by weight of asphalt). It shall be added to the asphalt cement prior to blending with the granulated rubber.

1.3 Rubber

The granulated rubber shall be vulcanized rubber product from the ambient temperature processing of scrap, pneumatic tires. The granulated rubber shall meet the following gradations: No substitutions will be accepted.

Sieve Size	% Passing
2.00mm, (#10)	100
1.18mm, (#16)	90-100
0.60 mm, (#30)	25-75
0.18mm, (#80)	0-20

The use of rubber of multiple types from multiple sources is acceptable provided that the overall blend of rubber meets the gradation requirements. The length of the individual rubber particles shall not exceed 3 mm, (1/8"). The rubber shall be accepted by certification from the rubber supplier.

1.4 Aggregate

The aggregate shall conform to the requirement of appropriate state or local specifications for crushed stone. Crushed gravel stone will not be permitted. Percentage of wear as determined by the Los Angeles Abrasion Test (AASHTO-T96) shall be a maximum of 30. The aggregate shall be pre-heated to a temperature between 93°C and 149°C, (200°F and 300°F), and be pre-coated with 0.4% to 0.8% (by weight of aggregate) of AC-10 or AC-20 asphalt cement prior to application. It is recommended that the gradation of the aggregate meet the following limits:

Sieve Size	% Passing - Nominal Size	
	9.5 mm, (3/8")	12.5 mm, (1/2")
15.8mm, (5/8")	100%	100%
12.5 mm, (1/2")	100%	85-100%
9.5 mm, (3/8")	85-100%	15-45%
4.75 mm, (#4)	0 - 25%	0-15%
2.36 mm, (#8)	0 - 5%	0 - 5%
0.30 mm, (#50)	0 - 2%	0 - 2%
0.075 mm, (#200)	0 - 2%	0 - 2%

1.5 Materials Testing

A minimum of 60 days prior to construction the Agency or contractor (if asphalt-rubber supplier is acting as a sub-contractor) shall send a representative sample of the asphalt cement and the aggregate proposed for use to the asphalt-rubber supplier for testing. Testing for stripping and asphalt content to determine and assure that appropriate characteristics are achieved when blended with the granulated rubber will be performed.

2.0 ASPHALT-RUBBER MIXING AND REACTION

2.1 Mixing and Reaction

The percent of rubber shall be 20 +/- 2% as indicated by the mixture design for specific project requirements by weight of total mixture, that is, by total weight of asphalt cement, plus granulated rubber. The exact granulated rubber content shall be determined by the mix design submitted by the asphalt-rubber supplier based on laboratory testing. The temperature of the asphalt shall be between 177°C and 218°C, (350°F and 425°F), at the time of addition of the by the mix design. The temperature of the asphalt-rubber mixture shall be above 163°C, (325°F), during the reaction period.

2.2 Delays

When a job delay occurs after full reaction, the asphalt-rubber may be allowed to cool. The asphalt-rubber shall be reheated slowly just prior to application, but not to a temperature exceeding 191°C, (375°F). An additional quantity of granulated rubber or additive not exceeding 3% by volume of the hot asphalt-rubber mixture may be added after reheating.

2.3 Viscosity

Viscosities shall be run, by the asphalt-rubber supplier, on each blended load of asphalt-rubber using a Haake-type field viscometer. The viscosity of the final product shall be in the range of 1,000 to 3,500 centipoise.

3.0 EQUIPMENT

3.1 Mechanical Blender

A mechanical blender for proper proportioning and thorough mixing of the asphalt-cement and granulated rubber is required. This unit shall be equipped with: an asphalt totaling meter (liters or gallons); a flow rate meter (liters per minute or gallons per minute); a positive displacement auger to feed the rubber properly to mixing chamber at the specified rate; and a static motionless mixer. Blender will have a separate rate; and a static motionless mixer. Blender will have a separate asphalt cement feed pump and finished product pump to maximize production. Blender shall be capable of providing 100% proportional mix at any given time during the blending cycle and documentation from the manufacturer, supporting this, shall be submitted to the awarding authority if requested.

3.2 Distributor Truck

On projects exceeding 31.8 metric tons, (35 tons), of liquid asphalt rubber, at least two pressure-type bituminous distributor trucks in good condition will be required. The distributor shall be equipped with an internal heating device capable of heating the material evenly up to 218°C, (425° F); an internal mixing unit capable of maintaining a proper mixture of asphalt cement and granulated rubber; have adequate pump capacity to maintain a high rate of circulation in the tank and to spray the asphalt-rubber at a viscosity of 1,000 to 3,500 centipoise; have adequate pressure devices and suitable manifolds to provide constant positive cut-off to prevent dripping from the nozzles. Distributor shall be equipped with an electronically

controlled computerized compensation unit for controlling application rates at various width and speed changes. The application unit shall have electronic controls and a digital read out installed and operated from the inside of the cab of the distributor. The distribution bar on the distributor shall be fully circulating. Any distributor that produces a streaked or irregular distribution of the material shall be promptly repaired or removed from the project. Distributor equipment shall include a tachometer, pressure gauges, volume measuring devices, and a thermometer for reading temperature of tank contents. Controls for spray bar shall be located in cab of truck, for controlling width and rate of spray of product. It shall be so constructed that uniform applications may be made at the specified rate per square yard with a tolerance of plus or minus 0.2 liters per square yard, (0.05 gal. / sq. yd). A "bootman" shall accompany the distributor and ride in a position so that all spray bar nozzles are in his full view and readily accessible for unplugging.

3.3 Hauling Equipment

Trucks for hauling cover material shall be rear discharge conveyor-fed or "live bottom" trucks and shall be equipped with a device to lock onto the hitch at the rear of the chip spreader to prevent aggregate spillage.

Sufficient hauling vehicles will be available to ensure continuous operation of the distributor and chip spreader.

3.4 Aggregate Spreader

The aggregate spreader shall be hydrostatically driven and self-propelled. It must be equipped with a hydraulically controlled variable adjustable head that is capable of spreading stone in widths from 1.4 to 5.4 meters, (4.5 to 18 feet). The spreader shall be mounted on pneumatic tires, and shall apply the stone on the road surface in a manner that ensures that the tires do not contact the road surface until after the stone has been applied. The unit shall be equipped with an electronic radar type sensor used to measure ground speed and will automatically adjust the stone application rate depending on width of application and the speed of chip spreader. It shall have the ability to apply stone on any grade from 0 -6%. The spreader shall be equipped with an integral hopper with a minimum capacity of 4.5 metric tons, (5 tons), of stone which shall be filled by trucks in a manner which ensures that the truck tires never come in contact with asphalt treated road surfaces until the stone has been properly applied. To maintain constant stone application, a self-locking truck hitch will permit towing of aggregate trucks without stopping the chip spreader. It will be capable of maintaining positive engagement over irregular terrain.

3.5 Pneumatic-Tired Roller

Two (2) self-propelled, multiple wheel, pneumatic-tired rollers shall be used and shall weigh between 6.5 and 10.9 metric tons, (7 and 12 tons), each roller shall have a total compacting width of at least 1.4 meters, (56 inches), have a minimum tire pressure of 414 kPa, (60 psi), and be equipped with a watering system.

3.6 Steel-Wheel Roller

One (1) self-propelled, 2-axle (tandem) steel-wheel roller shall be used and shall weigh between 7.3 and 10.9 metric tons, (8 and 12 tons), and be equipped with scrapers, wetting pads and watering system. Combination pneumatic and steel drum-type rollers are acceptable, as one unit only.

4.0 CONSTRUCTION PROCEDURES

4.1 Preparation

Potholes, other areas of pavement failure, and major depressions in the existing pavement surface shall be repaired by the owner with asphalt concrete. A leveling course shall be placed on planed, milled or existing surface by the owner, if required. Immediately prior to application of the asphalt-rubber, the surface shall be thoroughly cleaned by sweeping. Contractor shall be responsible for covering all utility irons just prior to application and uncovering after aggregate is spread.

Seasonal and Weather Limitations

The asphalt-rubber shall not be applied when weather conditions are unfavorable to obtaining a uniform spread. Construction shall proceed only when the atmospheric temperature is at least 10°C, (SOT), and rising. No water shall be present on the road surface.

4.3 Application

The asphalt-rubber mixture shall be applied at a temperature of 170° to 215°C, (338°F to 419°F), at a rate of 2.5 to 2.9 liters per square yard, (0.55 to 0.65 gallons per square yard). Exact rate to be determined by the aggregate gradation, traffic volume and pavement condition.

Longitude joints shall be reasonably true to line and parallel to centerline. Where any construction joint occurs, the edges shall be broomed back and blended so there are no gaps and the elevations are the same, and free from ridges and depressions. Longitudinal joints shall be overlapped from 10.2 to 15.2 centimeters, (4 to 6 inches). During application, adequate provision shall be made to prevent marring and discoloration of adjacent pavements, structures, vehicles, foliage or personal property.

4.4 Aggregate Application

The application of aggregate shall follow as close as possible behind the application of the hot asphalt-rubber which shall not be spread further in advance of the aggregate spread that can be immediately covered. Construction equipment or other vehicles shall not drive on the uncovered asphalt-rubber. The hot pre-coated aggregate shall be spread uniformly by a self-propelled spreader at a rate of spread directed by the Agency, generally between 16.3 to 21.7 kilograms per square yard, (30 to 40 pounds per square yard). Any deficient areas shall be covered with additional material.

4.5 Rolling

A minimum of three (3) rollers shall be used for aggregate compaction into the hot asphalt-rubber. Two rollers must be pneumatic-tired and one must be steel-wheel. Rolling shall commence immediately following spread of aggregate. There shall be at least three coverage's

by the pneumatic-tired rollers to embed the aggregate particles firmly into the asphalt-rubber. A coverage shall be as many passes as are necessary to cover the entire width being spread with a pass being one movement of a roller in either direction. Additional coverage of the steel-wheel roller will follow. Water shall be applied to the tires or wheels as required to limit sticking of the asphalt-rubber and aggregate to the rollers.

4.6 Sweeping

When the maximum amount of aggregate has been embedded into the asphalt-rubber and the pavement has cooled, all loose material shall be swept or otherwise removed. This will be done at a time and in a manner which, will not displace any embedded aggregate or damage the asphalt-rubber. Pre and post sweeping is the responsibility of the owner unless bid as a separate bid item.

5.0 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

5.1 SAM OR SAMI

Stress Absorbing Membrane or Stress Absorbing Membrane Interlayer will be measured by the square yard and shall be the actual number of square yards applied. Price per square yard shall be full compensation for all labor, materials and equipment required to complete the work in accordance with these specifications.

5.2 Other Work

Measurement of and payment for other work such as patching, leveling, sweeping and crack sealing shall be bid as separate item(s).

Bid Form A: Bid Value Rubber Chip Seal						
Bid Item		Unit Price Estimate	Unit Type	Estimated Quantity		Total Anticipated Cost
1	20% Rubber Chip Seal	\$	S.Y.	X	16,000	\$
Total Bid Price for Items						\$
Handwritten Total Bid Price \$						

Company Name:

The Bidder hereby acknowledges receipt of Addendum numbered: _____

If no Addendum is received, the Bidder shall fill in “None”.

Note: All Quantities Indeterminate - for bid price only

All amounts and totals given above will be subject to verification by the Town. In case of variation between unit bid price and totals shown by the bidder, the unit price written in words will be considered to be the bid.

The Town reserves the rights to reject any and all bids, wholly or in part, and to make awards in a manner deemed in the best interest of the Town.

TIME OF COMPLETION

The time for completion of this Contract is 120 days.

BID FORM PROPOSAL

TIME IS OF THE ESSENCE

Give full names and residences of all persons and parties interested in the foregoing Proposal:

(NOTICE: Give first and last names in full; in case of corporations, give names of President, Treasurer, and Manager; and in case of firms, give names of the individual members.)

NAMES	ADDRESSES	ZIP CODE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Kindly furnish the following information regarding the Bidder:

(1) If a Proprietorship:

Name of Owner: _____

Business Address: _____ Zip Code _____ Tele _____

Home Address: _____ Zip Code _____ Tele _____

(2) If a Partnership:

Full names and addresses of all partners.

NAMES	ADDRESSES	ZIP CODE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Business Address _____ Zip Code _____ Tele _____

BID FORM

PROPOSAL

(1) If a Corporation:

Full Legal Name: _____

State of Incorporation: _____

Principal Place of Business: _____ Zip Code _____

Qualified In Massachusetts: Yes ____ No ____

Place of Business in Massachusetts _____ Tele _____

NOTE: The Office of the Attorney General, Washington, D.C., requires the following information on all bid proposals amounting to \$1,000.00 or more.

E.I. Number of Bidder: _____

This number is regularly used by companies when filing their "Employ's Quarterly Federal Tax Return", U.S. Treasury Department Form 941.

AUTHORIZED SIGNATURE OF BIDDER: _____

TITLE: _____ DATE: _____ BID SECURITY # _____

SECTION 5

STATE TAX ADMINISTRATION EMERGENCY REGULATION

IN ACCORDANCE WITH GENERAL LAWS, CHAPTER 30A, SECTION 2, THE COMMISSIONER OF REVENUE HAS MADE THE FOLLOWING FINDING OF FACT:

1. ON JULY 1, 1983, THE GOVERNOR SIGNED INTO LAW CHAPTER 233 OF THE ACTS OF 1983 AND DECLARED IT AN EMERGENCY MEASURE TO TAKE EFFECT FORTHWITH.
2. THIS ACT STATES IN PART THAT EVERY PROVIDER MUST ATTEST UNDER THE PENALTIES OF PERJURY THAT HE IS IN COMPLIANCE WITH ALL LAWS OF THE COMMONWEALTH RELATING TO TAXES.
3. IN ADDITION TO THE ATTESTATION CLAUSE, EVERY VENDOR SHOULD PROVIDE THE AWARDED AUTHORITY WITH HIS SOCIAL SECURITY OR FEDERAL IDENTIFICATION NUMBER. IT SHOULD BE NOTED THAT SUBMISSION OF A SOCIAL SECURITY NUMBER IS PURELY VOLUNTARY.
4. PLEASE SIGN ATTESTATION CLAUSE AND RETURN WITH OTHER BID DOCUMENTS.

ATTESTATION CLAUSE PURSUANT TO M.G.L., CH. 62C, SEC. 49A, I CERTIFY UNDER THE PENALTIES OF PERJURY THAT I, TO MY BEST KNOWLEDGE AND BELIEF, HAVE FILED ALL STATE TAX RETURNS AND PAID ALL STATE TAXES REQUIRED BY LAW.

Social Security # or Federal ID #

Signature of Individual of Corporate Name

By: _____
Corporate Officer (If Applicable)

NON-COLLUSION AFFIDAVIT OF BIDDER

State of _____ County of _____,

being first duly sworn, deposes and says that:

1. He is (owner, partner, officer, representative, or agent) of _____.
The bidder that has submitted the attached bid
2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
3. Such bid is genuine and is not a collusive or sham bid;
4. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the id price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Upton or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents (representatives, owners, employees, or parties in interest, including this affiant.

Signed _____

Title _____

Subscribed and sworn to before me

this _____ day of _____, 20 _____

Signature & Title _____

SECTION 6

PERFORMANCE BOND Sample

KNOW ALL MEN BY THESE PRESENTS: That we _____
(Name of Contractor)

a _____ hereinafter call "Principal" and
(Corporation, Partnership, Joint Venture or Individual)

_____ of _____, State of _____
(Surety) (City and State)

called the "Surety" and licensed by the State Division of Insurance to do business under the laws of the Commonwealth of Massachusetts, are held and firmly bond to the Town of _____, MA, hereinafter called "Owner", in the penal sum of

_____ Dollars (\$_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Owner, dated the ____ day of _____ 20____, a copy of which is hereto attached and made a part hereof for the construction described as follows:

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

PAYMENT BOND Sample

KNOW ALL MEN BY THESE PRESENTS: That we _____
(Name of Contractor)

a _____ hereinafter call "Principal" and
(Corporation, Partnership, Joint Venture or Individual)

_____ of _____, State of _____
(Surety) (City and State)

called the "Surety" and licensed by the State Division of Insurance to do business under the laws of the Commonwealth of Massachusetts, are held and firmly bond to the Town of _____, MA, hereinafter called "Owner", in the penal sum of

_____ Dollars (\$_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Owner, dated the ____ day of _____, _____ a copy of which is hereto attached and made a part hereof for the construction described as follows:

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs of machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claims may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the ____ day of _____, _____.

ATTEST:

Principal

(Principal Secretary)

By _____

(Address-Zip Code)

Witness as to Principal

(Address-Zip Code)

ATTEST:

Surety

By _____

(Attorney-in-Fact)

(Address-Zip Code)

Witness as to Surety

(Address-Zip Code)

Note: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute Bond.

SECTION 7

SAMPLE AGREEMENT

THIS AGREEMENT made this ____ day of _____, ____ by and between the Town of Upton, Massachusetts, hereinafter call the “Owner” and _____, hereinafter called the “Contractor”.

WITNESSETH, that the Owner and the Contractor, for the consideration hereinafter named, agree as follows:

ARTICLE 1: THE CONTRACT SUM: The Owner shall pay the Contractor in current funds for the performance of the work as per the unit prices for actual work performed in the Bid dated _____, _____. The total cost of the Contract shall not exceed

_____ (\$ _____) unless there is a written agreement (change order) of the parties.

ARTICLE 2: SCOPE OF WORK: The Contractor shall perform all the work or provide all the supplies, equipment, and materials as herein specified: As described in the Contract Documents for **Chip Sealing** - **Contract # 17-3** and Dated **July, 2016**, Upton, Massachusetts.

ARTICLE 3: TIME OF PERFORMANCE: The Contractor shall commence work under this Contract upon notice and as required by the Owner. If the Contractor shall neglect, fail or refuse to complete the work when called, or any proper extension granted by the Owner, then the Contractor shall pay to the Owner the following remedy: a fine in the amount of one hundred dollars (\$100) per day for each day that the Contractor fails to perform the services requested by the Owner.

ARTICLE 4: SCHEDULE OF PERFORMANCE: In accordance with the Scope of Work, the Contractor shall perform the work, or provide the supplies, equipment, or materials according to the following schedule:

ITEM / REPORT / TASK

TIME FOR COMPLETION

Contract #17-3 completion

120 days from the date of contract execution

ARTICLE 5: CONTRACT AMENDMENTS: All amendments, change orders or any changes to the provisions specified in this Contract can only occur when mutually agreed upon by the Owner and Contractor. Further, such amendments, change orders, or changes shall be in writing and signed by officials with authority to bind the awarding authority. Additionally, all amendments, change orders, and changes shall be approved by the Town Accountant prior to execution by the authority of the awarding authority. No amendment, change order or change to the Contract provisions shall be made until after the written execution of the amendment, change order, or change to the Contract by both parties. All amendments, change orders and changes to the Contract shall be in accordance with G.L. Chapter 30B, Section 13.

ARTICLE 6: BONDING AND INSURANCE REQUIREMENTS: The Contractor shall furnish the following Bonds and Insurance Certificates as Contract security: All Insurances and Bonds as required by the Owner in the Town of Upton, Massachusetts, “**Contract Documents for Road Reconstruction and Repairs, Contract #17-2**”, dated **July, 2015**. These Insurances and Bonds are specified in: **Section 10- Bid Bond, Section 11 - Performance/Payment Bond and Section 13 - Insurance to be maintained by the Contractor and Indemnification of Town by Contractor.**

ARTICLE 7: PAYMENT TERMS: Payment by the Owner to the Contractor shall be as follows: Payment will be made to the Contractor within forty-five days (45) of the performance of services identified in the Purchase Description of the “**Contract Documents for Chip Sealing, Contract # 17-3**”, dated **July, 2016**. The Contractor must supply an invoice to the Town of services performed in order to begin the processing of payment to the Contractor. The Contractor will bill the Owner on the first of each month of the project. These invoices will be processed on a timely basis by the Owner upon certification of completion of the work. The Owner shall set aside 5% of each invoice billed by the Contractor as retainage. These funds will be returned to the Contractor within 60 days of successful completion of the project.

ARTICLE 8: CONTRACT DOCUMENTS: The following, together with this Agreement, form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein:

1. This Agreement
2. Amendments, change orders, or other changes mutually agreed upon;
3. Town of Upton, Massachusetts, “**Contract Documents for Chip Sealing, Contract # 17-3**”, dated **July, 2016** including all addendum issued by the Town.
4. Completed Bid Proposal Forms;
5. Bid Bond;
6. Insurance Certificate;
7. State Tax Administration Emergency Regulation; and Collusion Forms
8. Performance Bond and Payment Bond
9. Conservation Order of Conditions

ARTICLE 9: CONTRACT TERMINATION: The Owner may suspend or terminate this Contract by providing the Contractor with ten (10) days written notice for reasons outlined as follows:

1. Failure of the Contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Contract.
2. Violation of any of the provision of this Contract by the Contractor.
3. A determination by the Owner that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds or criminal activity with any funds provided by this Contract.

ARTICLE 10: INDEMNIFICATION: The Contractor shall comply with the requirements of all applicable laws, rules, and regulations in connection with the services of the Contractor, and shall exonerate, indemnify and hold harmless the Owner as specified in Section 13.2, Indemnification. This shall not be construed as a limitation of the Contractor's liability under the Contract or as otherwise provided by law.

ARTICLE 11: AVAILABILITY OF FUNDS: Compensation may be provided by the Commonwealth of Massachusetts, Department of Transportation, Chapter 90 funds, and is subject to any rules and regulations of the Commonwealth. When funds are not appropriated or otherwise made available or adequate for any other reason, the procurement officer shall reduce the scope of work or cancel this Contract. The Owner retains the right to adjust quantities more or less so as not to exceed allocated State funds.

ARTICLE 12: APPLICABLE LAWS, REGULATIONS: The Contractor agrees to comply with other applicable Federal/State/Local Laws, Regulations or Ordinances effecting the successful completion of this Contract. Such Laws, Regulations, or

Ordinances include but are not limited to: Prevailing Wage Laws; Non-Discrimination Laws; all laws applicable to the Civil Rights Act; Section 3 of the Housing Rehabilitation Act of 1974; and Equal Opportunity Law. The Contractor shall procure and pay for all permits, licenses, and approvals; the Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders pertaining to the protection of work, property, persons and employees.

ARTICLE 13: ASSIGNMENT SUBJECT TO APPROVAL: No rights or liabilities under this Contract shall be assigned without the express written approval of the Owner.

ARTICLE 14: CONTRACTOR'S TAX COMPLIANCE: The Contractor certifies under the penalties of perjury that it has filed all state tax returns, paid all state taxes and is otherwise in compliance with the laws of the Commonwealth of Massachusetts relating to taxes. The Upton Tax Exempt number is on file with the Town Accountant.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in four (4) original copies on the day and year first above written.

OWNER

CONTRACTOR

Town Manager

Name of Contractor

Title _____

Address

TOWN OF UPTON, MASSACHUSETTS

DEPT OF PUBLIC WORKS

CONTRACT # 17-3

**FOR
CHIP SEALING**

NOTICE TO PROCEED

TO:

DATE:

You are hereby notified to commence work in accordance with the Agreement dated _____, on or before _____, and you are to complete the work within _____ consecutive calendar days thereafter. The date of completion of all work is therefore _____.

Owner: Town of Upton

By: _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by:

this the _____ day of _____, _____

By: _____

Title: _____

Document 00811
SPECIAL PROVISIONS
MONTHLY PRICE ADJUSTMENT FOR HOT MIX ASPHALT (HMA)
MIXTURES
ENGLISH UNITS
Revised: 02/02/2009

This provision applies to all projects using greater than 100 tons of hot mix asphalt (HMA) mixtures containing liquid asphalt cement as stipulated in the Notice to Contractors section of the bid documents. The Price Adjustment will be based on the variance in price for the liquid asphalt component only from the Base Price to the Period Price. It shall not include transportation or other charges. This Price Adjustment will occur on a monthly basis.

Base Price

The Base Price of liquid asphalt on a project as listed in the Notice to Contractors section of the bid documents is a fixed price determined at the time of bid by the Department by using the same method as for the determination of the Period Price detailed below.

Period Price

Please note that, starting December 15, 2008, two sets of period prices will be posted each month on the MassHighway website at <http://www.mhd.state.ma.us/>. They will be labeled "New Asphalt Period Price Method" and "Old Asphalt Period Price Method".

New Asphalt Period Price Method

The "New Asphalt Period Price Method" is for contracts bid after December 15, 2008 and will show the Period Price of liquid asphalt for each monthly period as determined by Mass Highway using the average selling price per standard ton of PG64-28 paving grade (primary binder classification) asphalt, FOB manufacturer's terminal, as listed under the "East Coast Market - New England, Boston, Massachusetts area" section of the Potem & Partners, Inc. "Asphalt Weekly Monitor". This average selling price is listed in the issue having a publication date of the second Friday of the month and will be posted as the Period Price for that month. Mass Highway will post this Period Price on this website within two (2) business days following their receipt of the relevant issue of the "Asphalt Weekly Monitor". Potem and Partners has granted Mass Highway the right to publish this specific asphalt price information sourced from the Asphalt Weekly Monitor.

Old Asphalt Period Price Method

The "Old Asphalt Period Price Method" Period Price will be for contracts bid on or before December 15, 2008 and will contain liquid asphalt prices as determined by the old or previous method. These prices will continue to be posted on Mass Highway's website until all contracts using the "Old Asphalt Period Price Method" Period Price have been closed.

New and Old Asphalt Period Price Methods

The paragraphs below apply to both the New and the Old Asphalt Period Price Methods. The Contract Price of the hot mix asphalt mixture will be paid under the respective item in the Contract. The price adjustment, as herein provided, upwards or downwards, will be made after the work has been performed, using the monthly period price for the month during which the work was performed. The Price Adjustment applies only to the actual virgin liquid asphalt content in the mixture placed on the job in accordance with the

Standard Specifications for Highways and Bridges, Division III, Section M3.11.03. The Price Adjustment will be a separate payment item. It will be determined by multiplying the number of tons of hot mix asphalt mixtures placed during each monthly period times the liquid asphalt content percentage times the variance in price between Base Price and Period Price of liquid asphalt. This Price Adjustment will be paid only if the variance from the Base Price is 5% or more for a monthly period. The complete adjustment will be paid in all cases with no deduction of the 5% from either upward or downward adjustments. No Price Adjustment will be allowed beyond the Completion Date of this Contract, unless there is a Department approved extension of time.

SPECIAL PROVISIONS
MONTHLY PRICE ADJUSTMENT FOR DIESEL FUEL AND GASOLINE –
ENGLISH UNITS

Revised: 01/26/2009

This monthly fuel price adjustment is inserted in this contract because the national and worldwide energy situation has made the future cost of fuel unpredictable. This adjustment will provide for either additional compensation to the Contractor or repayment to the Commonwealth, depending on an increase or decrease in the average price of diesel fuel or gasoline.

This adjustment will be based on fuel usage factors for various items of work developed by the Highway Research Board in Circular 158, dated July 1974. These factors will be multiplied by the quantities of work done in each item during each monthly period and further multiplied by the variance in price from the Base Price to the Period Price. The Base Price of Diesel Fuel and Gasoline will be the price as indicated in the Department's web site (www.mhd.state.ma.us) for the month in which the contract was bid, which includes State Tax. The Period Price will be the average of prices charged to the State, including State Tax for the bulk purchases made during each month. This adjustment will be effected only if the variance from the Base Price is 5% or more for a monthly period. The complete adjustment will be paid in all cases with no deduction of the 5% from either upward or downward adjustments. No adjustment will be paid for work done beyond the extended completion date of any contract. Any adjustment (increase or decrease) to estimated quantities made to each item at the time of final payment will have the fuel price adjustment figured at the average period price for the entire term of the project for the difference of quantity. The fuel price adjustment will apply only to the following items of work at the fuel factors shown:

ITEMS COVERED FUEL FACTORS

	Diesel	Gasoline
Excavation: and Borrow Work: Items 120, 120.1, 121, 123, 124, 125, 127, 129.3, 140, 140.1, 141, 142, 143, 144, 150, 150.1, 151 and 151.1 (Both Factors used)	0.29 Gallons / CY	0.15 Gallons / CY
Surfacing Work: All Items containing Hot Mix Asphalt	2.90 Gallons / Ton	Does Not Apply

ATTACHMENT #1

If there are certain applicable wage sheets not included, it is up to the bidder to obtain them from the DPW office.