

**PURCHASE OF ROAD MATERIALS & MAINTENANCE WORK
TOWN OF UPTON, MASSACHUSETTS
IFB 17-4**

Released: Tuesday, May 10, 2016



BID PACKAGE

ROAD MATERIALS AND MAINTENANCE WORK

Contract # 17-4

May 10, 2016

**Vincent J. Roy, DPW Director
John Johnson, Highway Supervisor**

Bid Opening
11:10 AM Wednesday, May 25, 2016
Deadline for Questions
2:00 PM Wednesday, May 18, 2016

(Advertised in Goods and Services 5/10/2016)
(Advertised in Milford Daily News 5/10/2016)

LEGAL NOTICE

**Town of Upton
Invitation for Bids
Purchase of Road Materials & Maintenance Work
17-4**

The Town of Upton is accepting sealed bids for **Purchase of Road Materials & Maintenance work**. All bids are subject to the provisions of **M.G.L. Chapter 30B**. Copies of the Invitation for Bids (IFB) package will be available beginning Tuesday, May 10, 2016 online at the Town's web site www.uptonma.gov/bids or by calling the Town Manager's Office 508-529-3067 between the hours of 7:30 A.M. – 3:30 P.M. Monday - Friday, and will be available until submission deadline. Please refer to the IFB for additional information. Sealed bids proposals must be **submitted no later than 11:00 A.M. Wednesday, May 25, 2016** to Blythe Robinson, Town Manager, Town of Upton, Town Hall, 1 Main Street, Upton, Massachusetts 01568. Bids will be opened and read aloud on **May 25, 2015, at 11:10 A.M. EST** in the Board of Selectmen's Office, 1 Main Street, Upton, MA 01568.

LATE BIDS WILL NOT BE CONSIDERED. The Town reserves the right to reject any and all bids as determined to be in the best interests of the Town and to waive minor informalities.

Blythe Robinson
Town Manager
May 10, 2016

PURCHASE OF ROAD MATERIALS & MAINTENANCE WORK

CONTRACT # 17-4

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Contract Requirements

Bid Deposit	Will NOT be Required
Payment Bond	Will NOT be Required
Performance Bond	Will NOT be Required
Insurance	Refer to Contract Terms.

* Facsimile transmissions for written inquiries must be sent prior to the above date and time deadlines. Any hand delivery or facsimile received after the due date and time will not be addressed. The time/date stamp machine located in the receiving office will govern for the date and time requirements mentioned in the table above and throughout this document. Please allow enough time for hand delivery or facsimile transmissions.

** The time for award may be extended by the Town. The Town reserves the right to change, delay, cancel, or expedite the contract award date. The Bidder agrees that the offer is effective for (a) at least ninety (90) calendar days from the opening date of the bids (b) a contract is executed, or (c) this bid is cancelled, whichever of (a), (b) or (C) occurs first. **The Town reserves the right to reject any and all bids as determined to be in the best interests of the Town and to waive minor informalities.**

PURCHASE OF ROAD MATERIALS & MAINTENANCE WORK
SECTION 1

GENERAL INSTRUCTIONS TO BIDDERS

1. **INTRODUCTION**

The Town of Upton is soliciting bids for the above named project. All bids are subject to the provisions of **M.G.L. Chapter 30B**. Copies These Standard Instructions to Bidders are a part of the bid package for the **Purchase of Road Materials & Maintenance Work** for use by the Department of Public Works in the Town of Upton during Fiscal Year 2017 beginning July 1, 2016 – June 30, 2017. The Town of Upton seeks to purchase materials or services that are used to carry out the mission of the department throughout the year. It is the intent of these specifications to select one or more vendors for the items specified. If there are any conflicts between the instructions in these Standard Instructions to Bidders and any other bidding document(s), these Standard Instructions to Bidders shall prevail.

2. **KEY EVENT DATES**

- | | | |
|----------------------------------|----------|-------------------|
| • Invitation to Bid Issued | | May 10, 2016 |
| • Pre-Bid Conference | | Not Applicable |
| • Deadline for Written Questions | 2:00 PM | May 18, 2016 |
| • Deadline for Submitting Bids | 11:00 AM | May 25, 2016 |
| • Public Bid Opening | 11:10 AM | May 25, 2016 |
| • Bid Awarded (Anticipated) | | June 1, 2016 |
| • Commencement of Work | | Notice to Proceed |
| • Completion Date | | As required |

3. **OBTAINING BID DOCUMENTS**

Specifications and bidding documents may be obtained from the Department of Public Works Office, 100 Pleasant Street, Upton, MA, or from the Town's website at: http://www.upton.ma.us/Pages/UptonMA_Procurement/index

4. **BID SUBMISSION INSTRUCTIONS**

- A. One (1) original and one (1) copy of all bids must be submitted in a sealed envelope clearly marked "**Sealed Bid for Purchase of Road Materials & Maintenance Work**". If forwarded by mail or courier, the sealed envelope must be addressed to "Blythe C. Robinson, Town Manager, Town of Upton, 1 Main Street, Suite 1, Upton, MA 01568". Bids must be at the office of the Town Manager prior to the time the first bid is scheduled to be publicly opened. Postmarks are NOT an acceptable waiver of this policy. Corrections and/or modifications received after the scheduled date and time for opening will NOT be accepted. Bids may not be submitted by facsimile or email.
- B. Ditto marks or words such as "SAME" on the Bid considered writing and must not be used.

- C. All information must be submitted in blue ink or typewritten. Mistakes may be crossed out and corrections inserted. Corrections must be initialed by the person signing the bid.
- D. Bids are considered valid for ninety (90) days after bid(s) are opened. Bidders may not withdraw, cancel or modify their bid for a period of ninety (90) days after bid(s) are opened.
- E. Bids must be signed by an authorized person representing the legal entity of the bidder.
- F. The inability to meet any specified requirement(s) must be stated in writing and attached to the bid form, or written on the bid form.

5. QUESTIONS

Any questions on this project should be directed to Mr. Vincent Roy, Director of Public Works at (508) 529-3067. However, no oral interpretations shall be made to any respondent as to the meaning of any of the bid documents. Every request for an interpretation shall be made in writing, addressed and forwarded to Vincent Roy either by email to cpeterson@uptonma.gov, fax: (508) 529-1001, or by mail: Department of Public Works, 1 Main St Suite 13, Upton, MA 01568-1687. To receive consideration, such questions must be received at least five (5) calendar days before the established date for receipt of bids.

The Town will arrange an addendum, which shall be made a part of this Invitation to Bid and the resulting agreement, all questions received as above provided and decisions regarding each. At least three (3) days prior to the receipt of bids, the Town will post a copy of any addenda to its website, located at: http://www.upton.ma.us/Pages/UptonMA_Procurement/index. It shall be the responsibility of each bidder to determine whether addenda have been issued, and if so, to download copies directly from the Town's website.

6. PRESUMPTION OF BIDDER BEING FULLY INFORMED

At the time the first bid is opened, each bidder is presumed to have read and is thoroughly familiar with all bidding and contract documents for this project. Failure or omission of the bidder to receive or examine any information concerning this bid shall in no way relieve any bidder from obligations with respect to their bid.

7. PRE-BID CONFERENCE

Attendance at the pre-bid conference, if any as indicated in section 2 titled Key Event Dates, is mandatory. Failure to attend does not relieve bidders of obligations under this bid.

8. TAX EXEMPTIONS

The Town of Upton is exempt from Federal Excise Taxes and Massachusetts Sales and Use Taxes. Bidders shall avail themselves of these exemptions.

9. AWARDING THE BID

The Town will award the contract to the lowest responsive and responsible bidder. The Town of Upton reserves the right to accept any bid or any part of bids, to reject any, all, or any part of bids, to waive any formalities or informalities in the bidding process, and to award the bid deemed to be in the best interests of the Town. The Town of Upton will enter into a written agreement with the selected vendor. The “Bid Awarded” date in section 2. titled Key Event Dates is the date the bid is anticipated to be awarded. It is not a date certain.

The lowest priced bid is NOT the sole determining factor when awarding this bid and the Town reserves the right to negotiate with the bidder that is preliminarily selected. In the event of a tie bid, the Bid that is received by the Town of Upton earliest in time shall be awarded the contract. The contract award is subject to approval of the Town Manager’s (procurement officer) and recommendation by the Board of Selectmen.

10. SUBSTITUTION FOR NAME BRANDS

Should brand name items appear in this Invitation to Bid, the bidder must attach information for any substitutions they consider “as equal”, and explain how the substitution compares with the named brand’s specification. Information about substitutions must be included with the bid package. The decision as to whether the substitution is acceptable rests solely with the Town of Upton.

11. SUBMITTALS

Before any contract is awarded, the bidder may be required to furnish, without expense to the Town of Upton, a complete statement of the origin, composition and manufacture of any or all materials proposed to be furnished.

12. BID BOND

A Bid Bond in the amount of five percent (5%) **IS not** required.

13. PERFORMANCE BOND

A Performance Bond **will not** be required for portions of this bid.

14. AGREEMENT DOCUMENTS

The Agreement Documents are defined as:

- The Standard Instructions to Bidders
- The Agreement as executed
- The General Specifications
- Any Addenda, if Issued

15. DELIVERY REQUIREMENTS

The pertinent materials must be delivered to: Upton Department of Public Works, 100 Pleasant Street, Upton, MA as determined by the Highway Supervisor

The BIDDER, in compliance with the Advertisement for BIDS for the above designated project, states that it has thoroughly examined and understands the terms and provisions of the Agreement Documents. Based upon those examinations and that understanding, the BIDDER hereby proposes to perform all work, furnish all labor, materials, equipment, supplies and anything else required or necessary in order to deliver road materials and road construction work in strict accordance with the agreement documents, within the time set forth hereinafter and for the prices stated below. Prices cover all expenses incurred in performing the work that is required by the contract documents of which this BID is a part.

BIDDER hereby agrees to commence WORK under this agreement on the date to be specified in the NOTICE TO PROCEED.

BIDDER acknowledges receipt of the following ADDENDA:

No.	Date: / /-	No.	Date:
No.	Date: / /-	No.	Date:
No.	Date: / /-	No.	Date:

In submitting this BID, the BIDDER acknowledges that:

1. The lump sum prices include all materials, transportation, hauling, overhead, fees and insurances, profit, and all other costs to cover the work of the several kinds called for in the Contract Documents. No additional payment of any kind in the form of a surcharge will be made for work accomplished under the lump sum prices, as bid.
2. No representation of warranty has been made by the OWNER that the estimated quantities used for comparison of BIDS will even approximate the actual quantities required to satisfactorily complete the WORK required under this CONTRACT.
3. Upon receipt of written notice of acceptance of this BID by the OWNER, the BIDDER shall execute the CONTRACT attached to these documents.

END OF STANDARD INSTRUCTIONS TO BIDDERS

PURCHASE OF ROAD MATERIALS & MAINTENANCE WORK

SECTION 2

GENERAL SPECIFICATIONS

The Department of Public Works through the Town Manager of the Town of Upton invites bids for the furnishing of various supplies, road materials and services:

1. Materials to be furnished: (see Bid Form attached).
2. Bid Price: Bids should be price per unit both “at plant” and the alternate “delivered” where applicable. Each unit price bid may be deemed the subject of a separate contract. Price of material will be bid in unit as listed. Any other unit than quoted in specifications will be rejected.
3. Term of Contract: Contract shall run from **July 1, 2016** through **June 30, 2017** unless terminated before due to nonperformance of contract.
4. Quantity: No maximum or minimum quantity guaranteed or implied. The bidder agrees to furnish to the Town of Upton such quantities of material at such times during the term of the contract, as the Town of Upton shall deem necessary.
5. Competency of Bidders: No contract will be awarded except to responsible bidders capable of performing the class of work contemplated. Before the award of the contract, any bidder may be required to show that he has the necessary facilities, experience, ability and financial resources to perform the work in a satisfactory manner.
6. Material Guaranty: Before any contract is awarded, the bidder may be required to furnish, without expense to the Town of Upton, a complete statement of the origin, composition and manufacture of any or all materials proposed to be furnished.
7. Performance Bond: A bond, with such surety and in such amount of five percent (5%) of the line painting bid, in a form that the Town Manager shall approve, shall be furnished by the successful bidders.
8. Execution of Contract: The contract and bond shall be executed and delivered to the Department of Public Works within twenty-one (21) days after the date of notice of award. Should the successful bidders fail to execute and deliver the bond and contract within the time stipulated, the Town of Upton may, at its option determine that the bidder has abandoned the contract and there-upon the proposal and the acceptance shall be null and void.
9. Authority of Town Manager: The Town Manager of the Town of Upton or his designee shall decide all questions, which may arise as to the quantity, quality, acceptability, fitness and rate of delivery of the Materials to be furnished under the contract.
10. Delivery of Materials: Materials furnished under the contract “delivered” shall be progressively delivered at the site so that there will be neither delay in the progress of the work nor an accumulation of material that is not to be used within a reasonable time.

11. Insurance: The successful bidder shall maintain throughout the term of the contract Workmen's Compensation Insurance, General Liability Insurance and Automobile Insurance, the General and Automobile Insurance with limits not less than \$1,000,000/\$500,000 and \$5,000 property damage and concurrent with the delivery of the contract, shall furnish satisfactory evidence to the Town of Upton that same is in force. The Town of Upton must be listed as an additional insured on applicable policies.
12. Assignment of Contract: The contract shall be non-assignable.
13. Definitions: "At Plant" shall mean on board at the location of the source of supply. "Delivered" shall mean dumped at the Department of Public Works Facility – 100 Pleasant St, Upton, MA 01568.
14. Miscellaneous: The material, the production, processing, handling, and delivery thereof and the operation and maintenance of the pit or sources of supply shall each be in accordance with the manual of the Commonwealth of Massachusetts, Department of Public Works entitled "Standard Specifications for Highways and Bridges" (1995 edition).
15. All work and material shall conform to the requirements of the Massachusetts Department of Public Works Standard Specifications for Highways and Bridges (1995) and Upton DPW specifications where indicated. Bidders are reminded to review the current specifications prior to submitting a bid.

Specifications for Street Sweeping:

1. Necessary equipment will arrive on the job, ready for work within a reasonable amount of time after notification from the Town.
2. Equipment:
 - High dump variety capable of depositing swept materials from the hopper into a five-ton dump truck is required.
 - Mechanical sweepers with appropriate gutter cleaning capabilities is required. Vacuum style systems are not acceptable.
 - Machinery older than 10 years of age are not acceptable.
 - Sweepers must have adequate dust control systems available at all times.
 - Both 3 and 4 wheel units are acceptable.
3. Work will be done within the normal working hours of the Upton Department of Public Works, Monday through Friday 7:00 a.m. to 3:30 p.m. There will be no exceptions.
4. Absolutely no work to be done on Saturdays, Sundays or State and Federal Holidays.
5. Customary annual Spring sweeping will be completed within two weeks of commencing work (weather permitting). Leniency will be allowed to a degree if bad weather persists.

6. A "Street List" will be provided by Highway Supervisor as to streets to be swept and the order in which they are to be done.
7. Continuous breakdowns will not be tolerated. If the Highway Supervisor determines that breakdowns are excessive, the contract may be terminated at that time.
9. Inspections of completed work will be conducted daily by the Highway Supervisor. If the Highway Supervisor determines work to be unsatisfactory, the contract will be terminated.

Specifications for Disposal of Street Sweepings and Catch Basin Debris:

1. The Town has accumulated approximately 700 tons of street sweepings and 700 tons of catch basin debris for which it seeks pricing to dispose of those materials.
2. The Town seeks pricing to both have a vendor dispose of the materials and a separate cost for the trucking of the materials away from the site – both shall be bid on a cubic yard basis.
3. The Contractor shall be solely responsible for all testing required for the removal and transport of debris.
4. The Contractor shall, as condition of award and continuously throughout the Contract duration, maintain compliance with all laws and regulations applicable to the hauling and disposal of the collected debris.

Catch Basin Cleaning:

1. Necessary equipment will arrive on the job, ready for work within fourteen (14) calendar days after notification from the Town.
2. Work will be done within the normal working hours of the Upton Department of Public Works. Monday through Friday 7:00am to 3:30pm unless arrangements are made with the Highway Supervisor prior to commencement of contracted work.
3. Absolutely no work to be done on Saturdays, Sundays or State or Federal Holidays.
4. The list of catch basins to be cleaned will be provided by the Highway Supervisor. The list will indicate the street and the number of basins to be cleaned. The Town will determine which basins and how many will be cleaned due to budget allowance at the time of the contracted work.
5. The Town will provide a disposal site for debris taken from the basins.
6. Continuous breakdowns will not be acceptable. If the Highway Supervisor determines that breakdowns are excessive, the contract will be terminated at that time.
7. Inspections of completed work will be conducted daily by the Highway Supervisor. Acceptable standards of work will be established on the first day of contract work. If the Highway Supervisor determines work to be less than the established standard and unsatisfactory, the contract will be terminated.

8. Completed basins will be marked accordingly with the paint supplied by the Town. Any basins found to be marked as completed and not cleaned will be deducted from the invoice. Discrepancies with the cleaning and marking of basins will constitute grounds for immediate termination of the contract.
9. Performance - The Town of Upton will not award this contract unless the Contractor furnishes satisfactory evidence of his/her ability and experience to perform this work, and that he/she has sufficient capital and equipment to enable him/her to prosecute the work successfully and to complete it within the time named in the contract.

Washed Sand for Snow and Ice Control

1. The material provided in this proposal shall consist of sand for use on the Town of Upton roads as required by the Highway Supervisor or his agents. Delivery shall be as follows:
2. Delivered in trucks to stockpile at the Highway Department Yard, 100 Pleasant St, Upton, MA, or as directed by the Highway Supervisor as needed.
3. Before any award for sand is made, the bidder shall present evidence to the Highway Supervisor or his agent that he has satisfactory screening, washing and storage facilities. All vendors shall have platform scales, owned or available from others to provide sworn weight slips on all deliveries. Sworn weight slips shall be provided and signed by an authorized agent of the Highway Supervisor upon arrival at the storage area.
4. Deliveries may be required anytime during the day or night including Saturdays, Sundays and holiday and may also be required during adverse road and weather conditions, as directed by the Highway Supervisor or his agents.
5. Bidders shall begin to furnish and deliver sand when so directed and shall thereafter continue making deliveries in accordance with such schedule as the Highway Supervisor or his agent may from time to time prescribe. Under no circumstances shall the quantity delivered exceed the quantity ordered. The bidder shall bear full responsibility for any overrun shipped and shall not be compensated for any amount greater than ordered.
6. All sand shall be washed and shall conform to the following specifications. It shall consist of clean, hard, sharp and coarse material:

Passing 3/8"	100% Minimum
Passing #16	80% Maximum
Passing #50	25% Maximum
Passing #200	3% Maximum
7. Water content shall not exceed 5% by weight. Sand shall be stockpiled for drainage to remove the free excess water.
8. Pay quantities of sand shall be actual weight in tons as attested by sworn weight slips only

Bid Form - Price Proposal
Purchase of Road Materials & Maintenance Work
17-4

Item	Material	Bid Unit	Est. Quantity	Unit Price	Unit Price Delivered	Total Price	Total Price Delivered
1	Washed Winter Sand	Ton	500				
2	Bituminous Concrete Type "I"	Ton	200				
3	Bituminous Concrete Cold Patch	Ton	75				
4	Traffic Line Marking Various Streets (4"width) (glass beads included)	LF	250,000		N/A		N/A
5	Catch Basin Cleaning	Per Basin	800		N/A		N/A
6	Roadside Mowing Rubber Tire Boom Mower	HR	80		N/A		N/A
7	Excavator Rental W/Operator 35,000lbs plus machine	HR	16		N/A		N/A
10	Street Sweeping	HR	120		N/A		N/A
11	Street Sweeping - Disposal	CY	700		N/A		N/A
12	Catch Basin Debris - Disposal	CY	700		N/A		N/A

This BID is submitted in full compliance with the conditions outlined in the Agreement Documents.

Form B

BIDDER ACKNOWLEDGMENTS

Purchase of Road Materials & Maintenance Work / 17-4

(Bid Form Consists of three (3) Pages)

Bidder Name: _____

Bidder Acknowledges Addenda# _____

The **Bid Price Form** or an exact copy is to be signed by the individual authorized to negotiate for and contractually bind the Bidder. Failure to fully complete the form, provide the requested information, or make any alterations may be considered a **conditional bid**. Conditional bids will be rejected.

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheets if needed. This information will be utilized by the Town for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

The bidder agrees with submission of this bid that the offer is effective for (a) at least ninety (90) calendar days from the opening date of the bids (b) a contract is executed, or (c) this bid is cancelled, whichever of (a), (b), or (c) occurs first.

The prices shall NOT INCREASE during the contract period. In the event that the unit price and the total price differ, the unit price shall prevail.

The undersigned proposes to provide the services in accordance with the requirements provided by the Town dated **July 1, 2016** and any additional **addenda** that may be issued by the Town and provided to bidders prior to the opening of the bids. The undersign hereby states that this offer is effective for (a) at least thirty (30) calendar days from the opening date of the bids, (b) a contract is executed, or (c) this bid is cancelled, whichever of (a), (b), or (c) occurs first.

The undersigned further agrees that, if selected for award of the contract under this bid, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the Town, execute a contract in accordance with the terms of this bid. The undersigned hereby certifies that s/he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that s/he will comply fully with all laws and regulations applicable to awards made subject to Massachusetts General Laws, Chapter 30B.

The undersigned further certifies under the penalties of perjury that this proposal is in all respects bona fide, fair, and made without collusion or fraud with any other person. As used in this subsection, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, group of individuals, or legal entity.

(Name of Company)

BY:

(Signature of Bidder)

(Printed Name and Title of Signatory)

Business Address

(City/Town, State Zip)

(Telephone)

(FAX)

(Email)

(Place and Date When the Business was Organized)

If incorporated, identify the State of Incorporation and Date.

STATE OF INCORPORATION (DATE) ()

* attach certificate of authority, if applicable

If the bidder is a partnership, give full names and residential addresses of all partners; and if an individual, give residential address if different from business address.

(Date this bid was submitted)

**THIS FORM MUST BE COMPLETED and FILED WITH THE SEALED BID
SUBMISSION**

The BIDDER has responded to and completely filled in all required spaces in the BID document.

This BID Respectfully Submitted by:

IF A SOLELY OWNED COMPANY:

Company Name _____

Address _____

Town _____

By _____

(Authorized Signature)

Title _____ Date _____

IF A CORPORATION OR LIMITED LIABILITY COMPANY:

A company organized under the laws of _____, composed of officers as follows:

President

Secretary

Vice President

Treasurer

IF A PARTNERSHIP:

A partnership doing business under the firm name and style of _____, composed of partners as follows:

Name & Title (if any)

This Bill must bear the written signature of the BIDDER. If the BIDDER is a partnership, the Bid must be signed by a partner. If the BIDDER is a corporation or limited liability, the Bid must be signed by a duly authorized officer.

Form C

CERTIFICATION OF GOOD FAITH

Purchase of Road Materials & Maintenance Work / 17-4

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.

(Signature of individual submitting bid or proposal)

(Name of Business)

Form D

OSHA CERTIFICATION

Purchase of Road Materials & Maintenance Work / 17-4

A contractor will not be eligible for award of a contract unless such contractor has submitted the following certifications, which is deemed a part of the resulting contract:

_____ certifies that:
(Name of Authorized Representative of Contractor)

All employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.

(Signature of Authorized Representative of Contractor)

(Company Name)

Form E
TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. Chapter 62C, §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 Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

(Signature of individual submitting bid or proposal)

(Name of Business)

Form F
CERTIFICATE OF AUTHORITY

1. I hereby certify that I am the Clerk/Secretary of _____
(Insert full name of Corporation)
2. corporation, and that _____
(Insert the name of officer who signed the **contract and bonds**)
3. is the duly elected _____
(Insert the title of the officer in line 2)
4. of said corporation, and that on _____
(The date must be **ON OR BEFORE** the date the officer signed the **contract and bonds.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. _____ the _____
(Insert **name** from line 2) (Insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: _____ AFFIX CORPORATE
(Signature of **Clerk or Secretary**)* SEAL HERE

7. Name: _____
(Please print or type name in line 6)*

8. Date: _____
(Insert a date that is **ON OR AFTER** the date the officer signed the **contract and bonds.**)

* The name and signature inserted in lines 6 & 7 must be that of the Clerk or Secretary of the corporation.

Form G
Professional Reference Form

Customer: _____

Mailing
address _____

Period of Service (MM/YYYY): _____ through _____

Is this a Municipal or other Governmental Unit? Yes No

Primary Contact: _____ Title: _____

Telephone: _____ Ext: _____

Email: _____

Customer: _____

Mailing
address _____

Period of Service (MM/YYYY): _____ through _____

Is this a Municipal or other Governmental Unit? Yes No

Primary Contact: _____ Title: _____

Telephone: _____ Ext: _____

Email: _____

(Make as many copies as necessary, a minimum of 5 references required)

**THIS FORM OR SUBSTITUTE WITH THE REQUESTED INFORMATION
MUST BE FILED WITH BID SUBMISSION**

PURCHASE OF ROAD MATERIALS & MAINTENANCE WORK AGREEMENT

THIS AGREEMENT made this ____ day of July, 2016 by and between the TOWN of UPTON, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at, 1 Main St Ste 1,Upton, MA, 01568 hereinafter referred to as the "TOWN", and _____, Inc., a corporation having a usual place of business at _____, _____ Massachusetts, _____, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

Whereas, the TOWN invited the submission of bids for the purchase of **Road Materials and Maintenance Work**, "the Project"; and

WHEREAS, the CONTRACTOR submitted a Bid to provide the material or perform the work required to complete the Project, and the TOWN has decided to award the contract therefor to the CONTRACTOR.

NOW, THEREFORE, the TOWN and the CONTRACTOR agree as follows:

1. **Contract Documents.** The Contract Documents consist of this Agreement and the CONTRACTOR's Bid Response. The Contract Documents constitute the entire Agreement between the parties concerning the work, and all are as fully a part of this Agreement as if attached hereto.
2. **The Work.** The Work consists of delivery of various **Road Materials and Maintenance Work** as described in the general specifications.
3. **Term of Contract.** This Agreement shall be in effect from **July 1, 2016** and shall expire upon **June 30, 2017**, unless terminated earlier pursuant to the terms hereof.
4. **Compensation.** The TOWN shall pay, as full compensation for items and/or services furnished and delivered in carrying out this Agreement in accordance with the Bid Price.
5. **Payment of Compensation.** The TOWN shall make payments within thirty (30) days after its receipt of an Invoice.
6. **Liability of the TOWN.** The TOWN's liability hereunder shall be to make all payments when they shall become due, and the TOWN shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the TOWN or any elected or appointed official or employee of the TOWN, or their successors in office, personally liable for any obligation under this Agreement.
7. **Independent CONTRACTOR.** The CONTRACTOR acknowledges and agrees that it is acting as an independent CONTRACTOR for all work and services rendered pursuant to this Agreement, and shall not be considered an employee or agent of the TOWN for any purpose.
8. **Indemnification.** The CONTRACTOR shall indemnify, defend, and hold the TOWN harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and

expenses, including attorney's fees, arising out of the CONTRACTOR's breach of this Agreement or the negligence or misconduct of the CONTRACTOR, or the CONTRACTOR's agents or employees.

9. Assignment. The CONTRACTOR shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the TOWN, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the TOWN.

10. Termination.

A. Termination for Cause. If at any time during the term of this Agreement the TOWN determines that the CONTRACTOR has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the TOWN, or by not complying with the direction of the TOWN or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the TOWN shall notify the CONTRACTOR in writing stating therein the nature of the alleged breach and directing the CONTRACTOR to cure such breach within ten (10) days. The CONTRACTOR specifically agrees that it shall indemnify and hold the TOWN harmless from any loss, damage, cost, charge, expense or claim arising out of our resulting from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the CONTRACTOR fails to cure said breach within ten (10) days, the TOWN may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice thereof to the CONTRACTOR specifying the effective date of the termination. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the TOWN may have against the CONTRACTOR up to the date of such termination. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN.

B. Termination for Convenience. The TOWN may terminate this Agreement at any time for convenience by providing the CONTRACTOR written notice specifying therein the termination date which shall not be sooner than ten days from the issuance of said notice. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN, such payment not to exceed the fair value of the services provided hereunder.

11. Inspection and Reports. The TOWN shall have the right at any time to inspect the work of the CONTRACTOR, including the right to enter upon any property owned or occupied by the CONTRACTOR, whether situated within or beyond the limits of the TOWN. Whenever requested, the CONTRACTOR shall immediately furnish to the TOWN full and complete written reports of his operation under this Contract in such detail and with such information as the TOWN may request.

12. Successor and Assigns. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the TOWN nor the CONTRACTOR shall assign or transfer any interest in the Agreement without the written consent of the other.

13. Compliance with Laws. The CONTRACTOR shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the work provided pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.

14. Notice. Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.

15. Change Orders, Price Modifications, and Other Amendments. The Town shall have the right to require the Contractor to make alterations of, additions to and deductions from the Work. All such changes to the Scope of Work shall be made by a written change order written by the Town. The Contractor shall compute the effect of the change order upon the Agreement price, subject to review and acceptance by the Town. Any other changes or amendments to the terms of this Agreement and the other Contract Documents may be made only by a written document referencing this Agreement and executed by both parties.

16. Severability. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

17. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the CONTRACTOR submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

18. Entire Agreement. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

I certify that an appropriation is available in the amount of this contract.

Town Accountant

TOWN OF UPTON, MA

By its: **Town Manager**

CONTRACTOR:

(Signature)

(Print Name and Title)