

OFFICIAL COPY NO. \_\_\_\_\_

TOWN OF WAREHAM



INVITATION FOR BIDS

CLASS I BITUMINOUS CONCRETE  
&  
MISCELLANEOUS PAVING LAID IN PLACE

**IFB's DUE:**

**May 18, 2022, 1:00 p.m.**

Late Proposals Will Be Rejected

**DELIVER COMPLETED SUBMISSIONS TO:**

Administration Office  
Memorial Town Hall  
54 Marion Road  
Wareham, MA 02571  
Attn: David Menard, Director  
dmenard@wareham.ma.us

## TOWN OF WAREHAM

### Legal Notice to Bidders

### INVITATION TO BID

SEALED BIDS for Class I Bituminous Concrete and Miscellaneous Paving (Laid in Place) to be used for Town Roads and Sidewalks on an as need basis commencing July 1, 2022 through June 30, 2023, with renewal options for two additional one year periods, shall be received at the Office of the Municipal Maintenance Office, 95 Charge Pond Road, Wareham, MA 02571, until 1:00 p.m. on Wednesday, May 18, 2022 and at that time and place be publicly opened and read. Phone calls, telegrams, postmarks, etc. shall not be considered. Bids not submitted on original bid forms shall be deemed non-responsive. Bid submissions must be made in a sealed envelope clearly marked "Class I Bituminous Concrete & Miscellaneous Paving (Laid in Place) May 18, 2022 at 1:00 p.m." The Town of Wareham assumes no liability for bids mistakenly opened due to improperly envelopes and will return same to bidder without notice.

Wages are subject to minimum wage rates as per M.G.L., Chapter 149, Section 26 to 27D inclusive.

Bidders requesting contract documents must provide evidence of pre-qualification by MassDOT.

All bids for this project are subject to applicable public bidding laws of Massachusetts, including G.L. Chapter 30, §39M

A bid deposit or bond in the amount of 5% of the bid is required. The SUCCESSFUL BIDDER shall provide a 100% performance bond and a payment bond in the amount of 100% of the bid price within ten (10) days after notification of award.

The Town of Wareham reserves the right to reject any and all bids, in whole or in part, and to make awards in a manner deemed in the best interest of the Town as provided by M.G.L.

The Town of Wareham is an Equal Opportunity Employer. Bids from Woman/Minority Business Enterprises are strongly encouraged.

## SUBMISSION REQUIREMENTS

- A. The bid must be submitted on the original bid form (one duplicate copy is requested).
  - 1.) The bid may be withdrawn or amended without prejudice between the time of submission and the time of opening.
  - 2.) All bid amounts will be considered firm and may not be withdrawn for a period of no less than thirty (30) days from the date of opening, unless stated otherwise.
- B. Bid submissions shall be made in a sealed envelope clearly marked "**Class I Bituminous Concrete & Miscellaneous Paving (Laid in Place)-May 18, 2022 at 1:00 p.m.**". In the event that Town Hall is closed due to any reason, including but not limited to inclement weather, this bid will be opened at the same time and place on the next week day that Town Hall is in operation. The Town of Wareham assumes no liability for bids mistakenly opened due to improperly labeled envelopes and will return same to bidder without notice.
- C. In an effort to promote greater use of recycled and environmentally preferable products and minimize waste, it is suggested that all bids submitted comply with the following guidelines:
  - 1.) All copies should be printed double sided.
  - 2.) All submittals and copies should be printed on recycled paper with a minimum of 20% post-consumer content.
  - 3.) All proposals and copies should minimize or eliminate the use of non-recyclable, or re-usable materials, such as plastic report covers, plastic dividers, vinyl sleeves and GBC binding. Three ringed binders, glued materials, paper clips and staples are acceptable.
  - 4.) Vendors should submit materials in a format, which allows for easy removal and recycling of paper materials.
  - 5.) Vendors are encouraged to use other products, which contain reduced content in their bid documents. Such products may include, but are not limited to, folders, binders, paper clips, diskettes, envelopes, boxes, etc.
  - 6.) Unnecessary samples, attachments or documents not specifically requested, should not be submitted. Bidders should avoid superfluous use of paper, such as separate title sheets or chapter dividers.
- D. Where the word "signed" appears, it refers to the hand written signature of the individual authorized to execute the contract. Bids "signed" by any way other than described here will be considered non-responsive.
- E. Use of the corporate seal is required only when applicable and available.
- F. Certificates of insurance must be submitted by the apparent low bidder within ten (10) business days of the request from the Town (Also see Section VII, "Insurance").
- G. A bid deposit or bid bond in the amount of 5% of the bid is required and must be submitted in the sealed bid envelope unless otherwise stated.
- H. The successful bidder shall provide a 100% performance bond and a payment bond in the amount of 100% of the bid price within ten (10) days after notification of award.
- I. Signed (and sealed when applicable) certification that the bidder has not colluded with any other party in the preparation and submission of his/her bid.
- J. Bidder's certification regarding payment of prevailing wages (attached).
- K. Signed (and sealed when applicable) certificate of indemnification to save harmless the Town of Wareham for all damages to life and property due to his/her negligence or that of his/her subcontractors, etc. during the term of this contract (use form attached).
- L. Signed (and sealed when applicable) certification that the bidder has paid all State taxes due (use form attached).

## **I. CONTRACT DOCUMENT**

The contract documents will consist of all bid forms as attached hereto. In addition, the following documents will be included:

1. All submissions required by Sect. I 'Submissions'
2. Any IFB addendum
3. Notification of Award
4. Any other documents by mutual agreement of the Town and successful bidder

## **II. TERM OF CONTRACT**

A. TIME IS OF THE ESSENCE.

B. It is anticipated that this bid will be awarded within 15 days after the bid opening.

C. One contract will be awarded.

D. The successful bidder agrees to execute a contract with the Town of Wareham and provide insurance documents and any bonds required within ten (10) days after notification of award, unless stated otherwise. Failure or refusal to comply with this requirement may result in withdrawal of the bid award. In the event of bid award withdrawal, the Town reserves the right to issue a new Invitation to Bid or award to the second low responsive and responsible bidder.

E. This contract shall be in effect for one (1) year commencing July 1, 2022 through June 30, 2023 with renewal options for two (2) additional twelve-month periods. The option to renew will be at the sole discretion of the awarding authority, the Town Administrator. The renewal is not subject to agreement or acceptance by the Contractor.

F. All bids for this project are subject to applicable public bidding laws of Massachusetts, including G.L. Chapter 30, §39M.

## **III. EVALUATION CRITERIA**

The successful bid will be the bid providing the "best price" (see "Price Evaluation" below) chosen from all bids considered to be responsive and responsible. The Town retains the right to waive minor informalities.

A. A **RESPONSIVE** bid meets all of the following criteria:

1. Answers all questions as required by this bid documents. Includes all forms and certifications required by Section. I "Submission Requirements"
2. Includes proper bid deposit.

B. A **RESPONSIBLE** bidder meets all of the following criteria:

1. Has sold, delivered, and applied the specified items for no less than three (3) years
2. Provides, at the request of the Purchasing Administrator, no less than three (3) favorable references of previous work of similar scope and size.
3. Demonstrates the ability to work within the term of the contract as described in Section III above.
4. It is the intention of this Public Agency not to award a contract for this work under this or any other proposal if

the bidder cannot furnish satisfactory evidence that he has the ability and experience to perform this class of work and that he has sufficient capital and equipment to enable him to prosecute the work successfully and to complete it within the time named in the contract; and the Public Agency reserves the right to reject this or any other proposal or to award the contract as is deemed to be in the best interest of said Public Agency.

5. Must possess quality work ethics

### **III. PRICE EVALUATION**

Quoted prices are guaranteed to be fixed for the term of this contract.

- A. Discounts based on time of payment shall not be considered.
- B. No additional cost shall be added for delivery.
- C. 'Best Price' will be based on the lowest total price for the period 7/1/2022-6/30/23 offered by a responsive and responsible bidder.

### **V. INSURANCE**

A. Commercial General Liability Insurance - Contractor is to maintain Casualty Insurance as follows:

Commercial General Liability Insurance with an insurance company qualified to do business in the Commonwealth of Massachusetts and acceptable to the Town, providing a limit of liability of not less than \$1,000,000 per occurrence and general aggregate. Such insurance is to include the following extension of coverage.

- 1.) Contractual Liability - \$1,000,000 per occurrence
- 2.) Premises Operation Liability - \$1,000,000 per occurrence
- 3.) Independent Contractors Liability - \$1,000,000 per occurrence
- 4.) Explosion, Collapse and Underground Property Damage - \$1,000,000 per occurrence
- 5.) Personal Liability - \$1,000,000 per occurrence
- 6.) Products Liability - \$1,000,000 per occurrence

B. Automobile Liability Insurance with an Insurance Company qualified to do business in the Commonwealth of Massachusetts and acceptable to the Town providing a limit of liability not less than those specified below. Such insurance is to include claims arising out of vehicles owned by contractor, hired by contractor, or owned by others acting on behalf of or under the direction of the contractor.

- 1.) Bodily Injury Liability of not less than \$500,000 per accident, bodily injury and property damage combined

C. Workmen's Compensation Insurance - The contractor shall furnish the Town with certificates of insurance showing that all his/her employees who shall be connected with this work are protected under Workmen's Compensation Insurance Policies.

- 1.) Coverage A – Massachusetts
- 2.) Coverage B - \$500,000 per insuring agreement

D. Prior to the commencement of the work, contractor will cause to be delivered to the Procurement Office, Town of Wareham Certificates of Insurance evidencing the foregoing. The Certificates of Insurance are to provide that the Town of Wareham in care of its Procurement Officer shall be given at least 30 days' advance notice of cancellation, intent not to renew, or material change in coverage.

E. Bidder hereby agrees to save and hold the Town of Wareham, its agents, servants, and employees, Harmless from any and all claims arising out of the activities of contractor, its agents, servants, employees, and invitee or subcontractors.

F. The Town of Wareham is to be included as an additional insured under contractor's policies of general liability insurance for claims arising out of the activities of the contractor, or anyone acting in conjunction with the contractor.

## **VI. AFFIRMATIVE ACTION**

It is understood and agreed that it shall be a material breach of any contract resulting from this bid for the contractor to engage in any practice which shall violate any provision of Massachusetts General Laws, Chapter 151B, relative to discrimination in hiring, discharge, compensation, or terms, conditions or privileges of employment because of race, color, religion, sex, national origin, ancestry, age, sexual orientation or disability.

## **VII. PREVAILING WAGES**

A. Bids for any contract requiring labor such as, but not limited to, construction, repair or installation shall be made on the bases of the Minimum Wage Schedule, as determined by the Commission of Labor and Industries pursuant to the provisions of Chapter 149, Section 26 27D inclusive, of the General Laws, as amended.

B. In accordance with the requirements of G.L. c. 149, §27B, the Contractor shall submit, and shall require all of its subcontractors required to keep a record of hours and wages paid to laborers employed on the project to the awarding authority to submit, on a weekly basis, copies of such records. All such weekly submissions shall be accompanied by the following certification:

C. The undersigned contractor hereby certifies, under the pains and penalties of perjury, that the foregoing payroll records are true and accurate records of the wages paid to laborers employed on the project for the period stated and said wages are in an amount no less than the prevailing wage rates established for the project by the Massachusetts Department of Labor and Industries. The undersigned contractor agrees to indemnify the awarding authority for, from and against any loss, expense, damages, actions or claims, including any expense incurred in connection with any delay or stoppage of the project work arising out of or as a result of (1) the contractor's failure to pay laborers employed on the project the said applicable prevailing wage rates; (2) the failure of the foregoing payroll records to accurately state the said applicable prevailing wage rates; or (3) the failure of the foregoing payroll records to accurately represent the wages actually paid to laborers employed on the project.

DATE: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

## **VIII. SUBSTITUTION**

A. All specifications provided are considered to be minimum quality and/or quantity acceptable.

B. In the event that a proprietary specification is used, the intent is to clearly and best describe a minimum acceptable standard of quality and in no way reduce the competitiveness of the bid. Where proprietary specifications are used, alternate items of 'equal to or better than' standard may be substituted unless stated otherwise.

- C. When a substitution is made, the burden of proof shall be on the bidder to demonstrate that the substitute is in fact equal to or better than the standard used. The bidder shall submit such proof as part of the bid document. Bids not containing said documentation may be considered non-responsive at the sole discretion of the Town.

## **X. ASSIGNMENT OF CONTRACT**

The contractor shall not be permitted to either assign or underlet the contract, nor assign either legally or equitable any monies hereunder, or its claim thereto without the previous written consent of the Town of Wareham. Such consent shall not be unreasonable withheld.

## **XI. PERMITS, FEES AND NOTICES**

The Contractor shall obtain and pay for all permits, licenses, certificates, inspections and other legal fees required, both permanent and temporary.

## **XII. SPECIFICATIONS (PURCHASE DESCRIPTION)**

### **1. Class I Bituminous Concrete-Top and Binder Course**

Delivered on job site, machine spread. Base course to be binder with coarse aggregate; finish course with fine aggregate; total compacted thickness of both courses to be determined by the Municipal Maintenance Department. The contractor will prepare gravel sub-base to fine grade. Material and application methods shall conform with the Commonwealth of Massachusetts Department of Public Works Standard Specifications for Highways and Bridges, except where noted under "Bidders Note, Miscellaneous Paving". The contractor will commence work after being notified by the Municipal Maintenance Department when to begin, for all material, labor, tools, equipment and all work incidental to applying and compacting Bituminous concrete to road surfaces. Tonnage shall be based upon signed weight slips at the time of application. The signature on the weight slips shall be the Municipal Maintenance Director or his agent. All work to be done in a professional and workmanlike manner. The Municipal Maintenance Director or his representative shall inspect the work and give directions pertaining to the work or pertaining to the safety and convenience of the public. The contractor shall notify the Municipal Maintenance Director or his representative of the time of starting work, interruptions and delays with a seventy-two (72) hour prior notice. All roadway edges shall be returned to its original condition finishing with loam/seed or gravel.

### **2. Class I Bituminous Concrete Leveling Course**

Delivered to job site and spread as a leveling course where necessary to prepare surface to receive and overlay or surface treatment. All tack coating of surface that is necessary shall be included in bid price. This material shall be a fine aggregate Class I material used as a finish course on standard two (2) course Bituminous Concrete construction. The bituminous material in this item shall conform with the Commonwealth of Massachusetts Department of Public Works Standard Specifications for Highways and Bridges, except where noted under "Bidder's Note, Miscellaneous Paving". Price to include the total cost for application and compaction of Bituminous Concrete to the roadway. Tonnage shall be based upon signed weight slips at the time of application. The weight slips shall be signed by the Municipal Maintenance Director or his agent. The contractor shall commence work only after being notified by the Municipal Maintenance Department. All work to be done in a professional and workmanlike manner. The Municipal Maintenance Director or his representative shall inspect the work and give directions pertaining to the work or pertaining to the safety and convenience of the public. The contractor shall notify the Municipal Maintenance Director or his representative of the time of starting work, interruptions and delays within a seventy-two (72) hour notice.

### **3. Class I Bituminous Concrete Paving Overlay**

Bidder shall deliver to job site and apply with mechanical spreader Bituminous Concrete to the desired thickness over the entire street width. The bid price for this shall include tack coat, application and compaction of Bituminous Concrete to the roadway. The Class I Bituminous Concrete shall conform with the Commonwealth of Massachusetts Public Works Specifications for Highways and Bridges, except where noted under, "Bidders Note, Miscellaneous Paving". Tonnage shall be

based upon signed weight slips at the time of application. The weight slips shall be signed by the Municipal Maintenance Director or his agent. The contractor shall commence work after being notified by the Municipal Maintenance Department.

Note: In the paving of certain streets under the items of this contract, it may be necessary to adjust to proper grade certain utility appurtenances. This work shall be done in accordance with Standard Specifications for Highways and Bridges, Section 220.

#### **4. Adjust Manholes, Catch Basin Frames, Adjust Gas Valves, Watergates**

Price to include replacement of brick, all frames will be set in a bed of mortar to cover flanges and must be inspected by the Municipal Maintenance Department.

#### **5. Rebuild Manholes and Catch Basins**

Price to include the replacement of #3, #4 and/or enclosure blocks, brick and subsequent adjustment. All frames are to be set in bed of mortar to cover flanges and must be inspected by the Municipal Maintenance Department.

#### **6. Bituminous Concrete Berm Curb**

In place of various locations, Bituminous Concrete shall conform with the Commonwealth of Massachusetts, Department of Public Works, Type C.

#### **7. Bituminous Concrete Sidewalk Construction New**

Shall be constructed on a sub-base of clear course gravel five feet (5') in width and twelve inches (12") in depth. All organic matter, sub-soil, loam, peat and other undesirable material shall be removed before placing gravel sub-base. This gravel sub base shall be compacted by a suitable power roller until it is uniform and unyielding. This Bituminous Concrete mixture shall be placed to line and grade as directed by the Director of Municipal Maintenance or his agent. It shall be laid in two (2) courses, a base course of two (2) inches and a finish course of one and one-half (1 ½") inches after rolling. Unless otherwise directed, the walk shall have a pitch of one quarter (1/4") inch per foot of width to provide for proper drainage. Where there is no curbing or other suitable permanent supports, the contractor shall bevel the edges in proper alignment. The Bituminous Concrete mix shall conform to the Specifications of the Massachusetts Department of Public Works for Type 1-1. Payment - Bituminous Concrete Sidewalks shall be paid for by the square yard, as measured, in place.

Payment shall include all labor, materials, tools, equipment, twelve-inch (12") gravel sub-base, all rolling and shaping necessary for the Bituminous Concrete Sidewalks. The Municipal Maintenance Director or his representative shall inspect the work and give directions pertaining to the work or pertaining to the safety and convenience of the public. The contractor shall notify the Municipal Maintenance Director or his representative of the time of starting work, interruptions and delays within a seventy-two (72) hour notice.

#### **8. Bituminous Concrete Sidewalk & Driveway Apron Resurfacing**

To be used to overlay existing sidewalks. The mixture shall be placed over existing surface to be repaired. The existing surface shall be swept clean of any foreign matter and all holes patched. Bituminous Concrete shall be composed of fine aggregate rolled to a minimum thickness of one and one-half (1 1/2") inch. A tack coat will be applied prior to paving.

Payment shall include all cleaning, patching tack coat, materials, tools equipment, and rolling and shaping necessary. The Bituminous Concrete mix shall conform to the Specifications of the Massachusetts Department of Public Works for Type 1-1. Payment - Bituminous Concrete Sidewalk Resurfacing shall be by the ton.

**9. Bituminous Concrete Sidewalk Reconstruction** Remove all existing in-place Bituminous Concrete, full width, of existing sidewalk. Re-grade, replace and/or add, as needed, gravel sub-base. Fine grade and re-compact. Install two (2), two (2") inch courses of Bituminous Concrete consisting of a binder course and top course. Total thickness of three and one-half (3 1/2") inches should be achieved after rolling. Unless otherwise directed, the sidewalk shall have a pitch of one quarter (1/4") inch per foot of width to provide for proper drainage. Where there is no curbing or other suitable permanent supports, the contractor shall bevel the edges in proper alignment. The Bituminous Concrete mix shall conform to the Specifications of the Massachusetts Department of Public Works for Type 1-1.

The contractor will take extra care to minimize damage to abutting property as a result of heavy equipment and machinery. Sidewalks shall be supported by the necessary shoulder material. Loam and seed may be required to be placed by the contractor in areas where turf damage has been caused by heavy equipment or to grassy areas where extensive excavation



has occurred.

Payment - Bituminous Concrete Sidewalk Reconstruction shall be paid for by tonnage based on signed weight slips upon completion of final course. Payment shall include all labor, materials, tools and equipment necessary in order to remove and replace existing Bituminous Concrete Sidewalk, as well as, perform the necessary sidewalk shoulder repairs.

## **10. Reclamation of Existing Asphalt Roadways**

### **a. Scope of Work**

The work shall consist of in-place manufacturing an asphalt stabilized base course, fine grading, compacting and preparing the existing roadway for the placing of a new bituminous concrete surface.

### **b. Construction Methods**

The existing full flexible pavement structure and a predetermined depth of the underlying base materials shall be crushed/pulverized simultaneously with impact crushing or pulverizing/hammer mill equipment. This simultaneous crushing/pulverizing shall blend the asphalt and base materials into a homogenous mass where in the increased fractured faces of the aggregate and the residual asphalt cement acquired from the existing pavement sections forms the desired dense base course.

The crushed/pulverized material shall meet the following gradation:

<u>Sieve Designation</u>	<u>Percent by Passing Weight</u>
3"	100
1 & 1 1/2"	70-90
3/4"	55-85
#4	40-75
#40	10-30
#200	2-10
Residual Asphalt Content	2 min.

After the material has been thoroughly worked as described in the above paragraph, it shall be shaped and graded to the required lines and elevations. Water shall be applied during the entire operation to ensure optimum moisture content at the time of compaction. In conjunction calcium chloride will be applied at the rate designed by the engineer.

The stored cross-section shall be thoroughly compacted to a dense consolidated mass to not less than 95% of the maximum dry density of the material as determined by the Standard ASTM P-1557, D (Proctor Test) at optimum moisture content. The finished pavement shall be tested for smoothness and accuracy of grade and if any portion is found to lack required smoothness or accuracy, such portion shall be re-scarified, reshaped, re-compacted and otherwise manipulated until the required smoothness and accuracy are obtained. The finished surfaces shall be even and true to the proposed lines and grades within a tolerance of 1/2" above or below the required cross-sectional elevations and to a maximum irregularity not exceeding 1/2" under a ten foot longitudinally. The Contractor is responsible for all finish grades and is also responsible for insuring the proper drainage of all reconstructed areas.

In general, equipment such as rear mounted ripper crushers and cold milling or stabilizing road machines which are designed to mill or shred the existing bituminous concrete pavement structure rather than crush and fracture it, are not considered capable of achieving the desired specifications. Specifically, the acquiring residual asphalt cement dispersion, and additional fractured aggregate surfaces which have proven to produce higher structural value. The above-mentioned machines also encounter great difficulty in reducing oversize cobbles that often occur in the base materials. It is the responsibility of each Contractor submitting proposals for the work to assure himself that the equipment and constructions methods they intend to use are capable of complying with project specifications. The attention of each Contractor submitting a proposal is directed to that portion of the project specifications which require the Contractor to demonstrate to the Owner the ability of its crew(s) and equipment to comply with the specification requirements and to do so at a rate of production consistent with the time allowed under the contract. In submitting proposals for this work, the Contractors are required to identify specific equipment to be used on the project.

## **11. Raising and Lowering Manholes, Catch Basins and Water Gates Prior to Reclamation**

The contractor shall be responsible for the lowering of all manholes, catch basins, and water gates prior to the start of reclamation. All lowered manholes and catch basins are to be covered by steel plates and all water gates to be sufficiently covered as to prevent any material from falling into bottom sections. All materials that fall into the catch basins and manholes and water gates during the lowering of same shall be cleaned out by the contractor. Provisions are to be made by the contractor with the Town for control of the roads for dust on weekends. The contractor shall be responsible for structures damaged.

### **a. Method of Measurement**

The yardage to be paid for shall be the number of square yards of reclaimed pavement in place as directed, completed and accepted.

### **b. Basis of Payment**

Payment will be made at the contract price per square yard(s) of reclaimed pavement, regarding, compaction and fine grading ready for wearing surface.

### **c. Traffic**

The work shall be constructed one half (1/2) width at a time to allow for passage of through traffic. Access to property to abutters is to be provided as necessary unless agreed upon by the Municipal Maintenance Director. All construction signage and work zone safety signs must be in place by the contractor.

### **d. 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 casting which may be located in the surface of the road.

### **e. Obligation of the Town**

The Town will oversee the project.

### **f. Obligations of the Contractor**

The contractor shall maintain and agree upon schedule subject to severe weather conditions. The contractor shall have sufficient back up equipment available to him in the event of breakdowns. The contractor shall have a supervisor or foreman available to direct operations and report to the Municipal Maintenance Director or his designee any problems and progress. The contractor shall provide police details.

## **12. Cold Planing and Profiling of Bituminous Surfaces Equipment**

The equipment for planing and profiling of pavement surfaces shall be a power operated track propelled planing machine or a grinder capable of removing in one pass, a layer of bituminous material nine (9') feet in width with a minimum depth of cut equal to two (2") inches or a thickness of asphaltic concrete necessary to provide profile, cross slope and desired surface uniformly across the entire pavement surface. The equipment shall be self propelled with sufficient power, traction and stability to maintain accurate depth of cut and slope. The equipment shall be capable of accurately and automatically establishing profile grades along each edge of the machine (with 1/8 inch + or -) by referencing from the existing pavement by means of a ski or matching shoe or from an independent grade control and shall have an automatic system for controlling cross slope at a given rate.

The machine shall be equipped with an integral loading and reclaiming means to immediately remove material being cut from the surface of the roadway and discharge the cuttings into a truck, all in one operation. All planing machinery shall be equipped with dust-control devices to prevent any dust produced in the cutting operation from escaping into the air. The contractor shall have the needed auxiliary grinding or milling machinery to perform required curb cutting & trim cutting to reduce the amount of hand labor needed to prepare the roadway foundation.

All material is to be delivered to a location to be determined by the Municipal Maintenance Department.

### **a. Construction Methods**

The bituminous surface being planed and profiled shall be removed to the depth, width and grade and cross-section as

designated by the Municipal Maintenance Director or his subordinate. The contractor will be responsible for general clean-up, stockpiling excess material, at the designated location determined from the Municipal Maintenance Department, as well as, traffic control.

**b. Time Limit**

The prices quoted herein shall remain in effect for one (1) year commencing July 1, 2022 through June 30, 2023 with a renewal option for two (2) additional twelve month periods. The option to renew will be at the sole discretion of the awarding authority, the Town Administrator. The renewal is not subject to agreement or acceptance by the Contractor.

**c. Method of Measurement**

Cold planing of bituminous surfaces will be measured by the actual number of square yards completed. The measurement shall be made by both, the Municipal Maintenance Director and the Contractor.

**d. Measurement and Payment**

Pavement removed, under this item, will be paid for at the contract unit price, per square yard, which price will be full compensation for all tools, labor, equipment and incidentals necessary to complete the work.

**e. Basis of Payment**

Payment for work completed shall be at the unit price bid in the proposal for the quantity as determined by the Method of Measurement.

**f. Escalation Clause**

In accordance with the requirements of Chapter 303 of the Acts of 2008, the Town of Wareham will follow the Mass DOT Highway Division which uses special provisions, (Appendix A) on selected projects to make contract adjustments to account for the prices in effect at the time the work is performed.

**13. Excavation of Existing Asphalt Pavements**

This item shall consist of the excavation of existing paved areas to form an asphalt stabilized base six to twelve inches.

**a. Construction Methods**

The existing pavement shall be excavated up to a depth of 12” below the existing grade by hydraulic excavator, in order to allow reshaping and lay a new gravel-recycled process material base. The new base material will be provided by the Contractor. The excavation of pavement shall be done in such areas and such sequence as directed by the Municipal Maintenance Department to cause a minimum interruption of traffic. Care shall be taken to allow for access to the excavated road by the abutters from their driveways.

**b. Method of Measurement**

The yardage to be paid for shall be the number of square yards of pavement excavated, completed and accepted.

**c. Basis of Payment**

Payment will be made at the contract unit price per square yard of excavated pavement, which shall be full payment for excavating, re-grading, compaction, fine grading, ready for plant mix wearing surface. Any sub-grade changes are to be done on an hourly basis.

**d. Conditions**

The contractor shall exercise caution when excavation around existing manholes, catch basins, and water gates so as not to cause damage to these structures. All structures damaged by the contractor shall be repaired by the contractor and cleaned by the contractor at his own expense. Provisions shall be made for the control of dust during construction. A water truck shall be available for dust control during the project including weekends and holidays. The contractor shall provide all required safety signs. The edges of all roadways shall be returned to its original condition finishing with loam/seed and/or gravel.

Attention is called to the minimum wage rates to be paid on the work as determined by the Commissioner of Labor and Industries under provision of Chapter 149 Section 26 and 27 of the General Laws. Wage rates attached. All materials and service must conform with the State Department of Public Works 1988.

**Type I Bituminous Concrete Laid in Place /Cold Patch by Contractor (MMD)**

1. Bituminous Concrete and/or Cold Patch (all purpose) to be picked up at plant by Contractor (MMD) or delivered.
2. The Town reserves the right to purchase from the next lowest bidder should any material being supplied be found unsuitable (i.e., too coarse, hot mix that is cold, etc.) in the judgment of the Municipal Maintenance Director or his representative.

**Police Detail**

Contractor responsible for calling all police details needed, and to bill the town per job within thirty (30) days of job completion. Police details must be included in job estimates.

## CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section the word 'person' shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

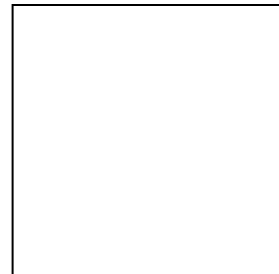
\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Social Security Number or Federal  
Identification Number

\_\_\_\_\_  
Legal Name of Business Entity (Please Print or Type)

Address: \_\_\_\_\_  
\_\_\_\_\_



All bids shall be accompanied by the Bidder's certification regarding payment of prevailing wage rates in the form set forth below.

**BIDDER'S CERTIFICATION REGARDING PAYMENT OF PREVAILING WAGES**

The undersigned bidder hereby certifies, under the pains and penalties of perjury, that the foregoing bid is based upon the payment to laborers to be employed on the project of wages in an amount no less than the applicable prevailing wage rates established for the project by the Massachusetts Department of Labor and Industries. The undersigned bidder agrees to indemnify the awarding authority for, from and against any loss, expense, damages, actions, or claims, including any expense incurred in connection with any delay or stoppage of the project work arising out of our as a result of (1) the failure of the said bid to be based upon the payment of the said applicable prevailing wage rates or (2) the failure of the bidder, if selected as the contractor, to pay laborers employed on the project the said applicable prevailing wage rates.

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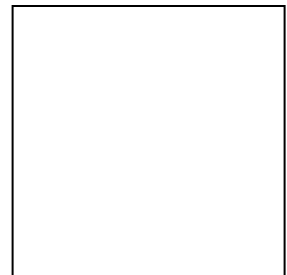
Date

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Signature of Authorized Representative

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Name and Title (Print or Type)



**STANDARD HOLD HARMLESS AND INDEMNITY CLAUSE  
FOR USE IN  
LEASES, USE AGREEMENTS, PROCUREMENT CONTRACTS ETC.**

\_\_\_\_\_, its officers and members all,  
Legal Name of Bidder's Business Entity

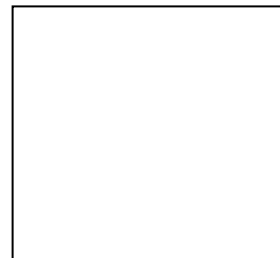
through the signing of this document by an authorized party or agent, indemnify, hold harmless and defend the Town of Wareham and its agents and employees from all suits and actions, including attorneys' fees and all costs of litigations and judgment of every name and description brought against the Town as a result of loss, damage or injury to person or property by reason of any act by \_\_\_\_\_, its agents, servants or employees.

Legal Name of bidder's Business Entity

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name and Title (Print or Type)

\_\_\_\_\_  
Date



**CERTIFICATION TO PAYMENT OF TAXES BY CONTRACTOR**

Pursuant to G.L. c. 62C, §49A, I hereby certify that \_\_\_\_\_  
Legal Name of Bidder's Business Entity

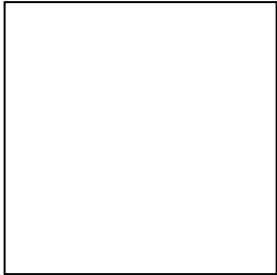
has complied with all laws of the Commonwealth of Massachusetts relating to the payment of taxes.

Signed under the penalties of perjury.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name and Title (Print or Type)

\_\_\_\_\_  
Date



**Corporate Seal**



# CERTIFICATE OF VOTE

(Corporations Only)

At a duly authorized meeting of the Board of Directors of the \_\_\_\_\_  
(Name of Corporation)

held on \_\_\_\_\_ it was voted, that \_\_\_\_\_  
(Date) (Name)

\_\_\_\_\_ of this company, be and hereby is  
(Officer)

authorized to execute contracts and bonds in the name and on behalf of said company, and affix its corporate seal hereto; and such execution of any contract or obligation in this company's name on its behalf by such officer under seal of the company, shall be valid and binding upon this company. I

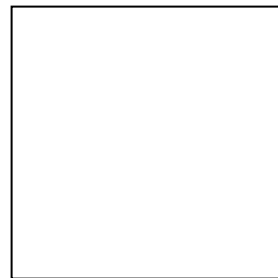
hereby certify that I am the clerk of the above named corporation and that \_\_\_\_\_

\_\_\_\_\_ is the duly elected officer as above of said company, and that

the above vote has not been amended or rescinded and remains in full force and effect as the date of this contract.

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date



**Corporate Seal**

#### XIV. CONTRACT PRICES

The bidder above-mentioned declares and certifies:

1. That said bidder has carefully examined the instructions to bidders, schedules, and specifications prepared under the direction of the Municipal Maintenance Department, and will, if successful in the bid, furnish and deliver at the prices bid and within the time stated, all the materials, services or labor for which this bid is made.

2. No plead of mistake in an accepted bid shall be available to the undersigned bidder.

3. All bidders are required to answer the following survey questions. Bids not answering the following questions may be deemed non-responsive.

	Yes	No
a. Is the bidder a Minority Business Enterprise (MBE)?	[ ]	[ ]
b. Is the bidder a Women Business Enterprise (WBE)?	[ ]	[ ]
c. Does the bidder possess a business certificate in the Town of Wareham?	[ ]	[ ]
d. Has the bidder provided services or goods to the Town of Wareham at any time during the past 24 months?	[ ]	[ ]
e. Has the bidder ever forfeited a bid or performance bond relating to a bid with the Town of Wareham?	[ ]	[ ]
f. Is this bid for contracted services?	[ ]	[ ]
1. If yes, will any portion be sub-contracted?	[ ]	[ ]
2. Approximately how many people in total will work on this contract?		_____

## Table of Bid Prices

**Note: Estimated Value of Contract is \$745,734.00  
(may be higher/lower) according to Chapter 90 funding.**

### Item #1

**99% of items 1 through 4 of this IFB shall be the primary basis in determining the successful bid. The remaining items, 5-15 shall be determined at 1%**

1. Class I Bituminous Concrete-Top Coat	Per Ton_____
2. Class I Bituminous Concrete-Binder	Per Ton _____
3. Class I Bituminous Concrete-Leveling Course	Per Ton _____
4. Class I. Concrete-Paving Overlay	Per Ton _____
5. Adjust Manholes/ Catch Basin Frames	Each_____
6. Adjust Watergate/gas valves	Each_____
7. Rebuild Manholes and Catch Basins	Each_____
8. Bituminous Concrete- Berm Curb	Per Foot_____
9. Bituminous Concrete Sidewalk-Top Coat	Per Ton_____
10. Driveway Apron	Per Ton_____
11. Bituminous Concrete Sidewalk-Binder	Per Ton_____
12. Reclamation of Existing Asphalt with Grading Included	Per Yard_____
13. Lowering Manholes, Catch Basins and Water Gates Prior to Reclamation	Each_____
14. Cold Planing and Profiling	Per Yard_____
15. Excavation of Existing Asphalt Pavements	Per Yard_____

### ITEM # 2

1. Type I Bituminous Concrete to be picked up at plant by Owner. Per Ton\_\_\_\_\_

### ITEM #3

1. Tack Coat (Emulsion), per gallon to be picked up at plant by Owner Per Gallon\_\_\_\_\_

**Grand Total**\_\_\_\_\_

Total Price in Words: \_\_\_\_\_

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Authorized Signature

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Name and Title (Print or Type)

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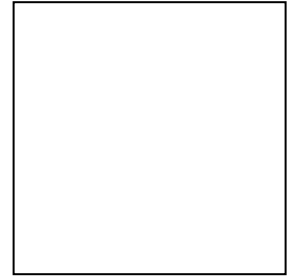
Date

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Telephone Number

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Fax Number



**Corporate Seal**

## **APPENDEIX A**

**Price Adjustment will be based on the Price Index used by the Massachusetts Department of Transportation. For further information go to: <http://www.mhd.state.ma.us/default.asp?pgid=content/fuelPrices&sid=about#para26>**

### **General**

Due to the uncertainty of liquid asphalt, Portland cement, diesel fuel, gasoline, structural steel, and reinforcing steel prices, and in accordance with the requirements of Chapter 303 of the Acts of 2008, Mass DOT Highway Division uses special provisions, available at the links below, on selected projects to make contract adjustments to account for the prices in effect at the time the work is performed.

### **Special Provisions Links**

The information below is for use on all Mass DOT Highway Division construction contracts that contain special provisions for Price Adjustments for Liquid Asphalt, Portland Cement Concrete, Diesel Fuel, Gasoline, Structural Steel and Reinforcing Steel.

The special provisions provide for a price adjustment of affected items based on the difference between the Base Price and the Period Price. The Base Price is found in the Notice to Contractors section of the Bid Documents. Period Prices, except for structural and reinforcing steel, are listed in the table below. Structural and reinforcing steel Period Prices are determined using the information under Steel below.

SPECIAL PROVISIONS MONTHLY PRICE ADJUSTMENT FOR HOT MIX ASPHALT (HMA)  
MIXTURES ENGLISH AND METRIC UNITS  
Revised: 07/08/2016

This provision applies to all projects using greater than 100 tons (91 megagrams) of hot mix asphalt (HMA) mixtures containing liquid asphalt cement as stipulated in the Notice to Contractors section of the bid documents.

Price Adjustments will be based on the variance in price, for the liquid asphalt component only, between the Base Price and the Period Price. They shall not include transportation or other charges. Price Adjustments 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 by the Department at the time of the bid using the same method as the determination of the Period Price detailed below. The Base Price shall be used in all bids.

**Period Price**

The Period Price is the price of liquid asphalt for each monthly period as determined by the Department 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 Poten & 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. The Department will post this Period Price on its website at <http://www.mhd.state.ma.us/> within two (2) business days following its receipt of the relevant issue of the "Asphalt Weekly Monitor". Poten and Partners has granted the Department the right to publish this specific asphalt price information sourced from the Asphalt Weekly Monitor. This method of period price determination was formerly called the New Asphalt Period Price Method. Separate website postings using both the New Asphalt Period Price Method and the Old Asphalt Period Price Method were discontinued after June 2013.

**Price Adjustment Determination, Calculation and Payment**

The Contract Price of the HMA mixture will be paid under the respective item in the Contract. Price Adjustments, as herein provided, either 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.

Price Adjustments 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.

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.

Price Adjustments will be separate payment items. The pay item numbers are 999.401 for a positive price adjustment (a payment) and 999.402 for a negative price adjustment (a deduction). Price Adjustments will be calculated using the following equation:

Price Adjustment = Tons of HMA Placed X Liquid Asphalt Content % X RAP Factor X (Period Price - Base Price)

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](http://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:

<b>ITEMS COVERED</b>	<b>FUEL FACTORS</b>	
	<b>Diesel</b>	<b>Gasoline</b>
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