

PROJECT MANUAL FOR
TOWN OF MARION MASSACHUSETTS
MARION DEPARTMENT OF PUBLIC WORKS
PAVING MATERIALS BID

CONTRACT #2023-1



APRIL 13, 2023

Prepared by:



TEC, Inc.
282 Merrimack Street
Lawrence, MA 01843



ADVERTISEMENT TO BID
MGL c.30 §39M Over \$50K

The **TOWN OF MARION (Town)**, the Awarding Authority, invites sealed bids from Contractors for a Paving Materials Bid, Contract No. 2023-1, in accordance with the documents prepared by **TEC, INC.**

The Contract period will run from on or before May 15, 2023 to June 30, 2023. There will be two possible 1-year extensions from July 1, 2023 to June 30, 2024 and July 1, 2024 to June 30, 2025.

Massachusetts Department of Transportation pre-qualification/certification and Prevailing Wage Laws apply to this bid. MassDOT prequalification of contractors with the class of work as, Pavement Surfacing (Options), for the project with an estimated value of \$3,426,750 (\$1,142,250 per year for all three years) will be required. Valuation for purposes of MassDOT Prequalification is based on first year times three (3) to arrive at an estimated total prequal contract value. Contractors who are not prequalified to provide the services listed for the total Prequal. contract value, but meet the single year waiver threshold, without documented poor performance issues, and want to bid, should submit a waiver request at least 2 weeks prior to the bid opening to allow for time to appeal in the event that a waiver is not granted.

Bid documents and plans are available beginning **April 13, 2023 at 9:00AM EST via theengineeringcorp.com/bids**

All bidding Requests for Information (RFIs) shall be forwarded to Fran Conroy at fconroy@theengineeringcorp.com by 04/27/2023 at 12:00PM.

Bids are subject to M.G.L. c.30§39M and to minimum wage rates as required by M.G.L. c.149 §§26 to 27H inclusive.

Bids will be received until Thursday, May 4, 2023 at 2:00 PM by the Board of Selectmen at the Marion Town House – Board of Selectman’s Office, 2 Spring Street, Marion, Massachusetts 02738 and publicly read aloud immediately after at 2:30 PM, at the Marion Music Hall, 164 Front Street, Marion Massachusetts 02738.

Bids shall be accompanied by a bid deposit that is not less than five (5%) of the one-year bid amount and made payable to the **TOWN OF MARION**. A 100% performance bond and a 50% payment bond will be required as part of the bid.

The Town of Marion reserves the right to accept or reject any and all bids, or any portion of any bid, deemed to be in the best interest of the Town.



TABLE OF CONTENTS

ADVERTISEMENT TO BID	2
TABLE OF CONTENTS	3
GENERAL INSTRUCTIONS TO BID	4
1. NOTICE TO PROSPECTIVE BIDDER.....	5
2. BID CHECKLIST	5
3. REQUIREMENTS OF BIDDERS (FOR ALL MATERIALS, SUPPLIES, SERVICES AND EQUIP.).....	5
4. POSTING OF BID BOND	9
5. POSTING OF PERFORMANCE/PAYMENT BOND	9
6. INDEMNIFICATION	9
7. INTRODUCTION / SCOPE OF CONTRACT / PROJECT DESCRIPTION	10
8. TERM OF THE CONTRACT	10
9. BILLING ADDRESS	10
10. EXCLUSIVITY	10
11. SCHEDULING OF WORK.....	11
12. SCHEDULING LIQUIDATED DAMAGES.....	11
13. BIDDER REQUIREMENTS "ABILITY AND EXPERIENCE"	11
14. ADDITIONAL ITEMS.....	11
15. FUEL / MATERIAL ESCALATION & DE-ESCALATION	11
16. PAY ITEM FORMAT / INVOICING	12
17. NOTICE OF AWARD	12
18. LOCATION OF WORK.....	12
19. QUALITY OF WORK.....	12
20. PERSONNEL AND EQUIPMENT	12
21. SUPERVISION AND INSPECTION.....	13
22. RESPONSIBILITY.....	13
23. SHOP DRAWING SUBMITTALS.....	13
24. TOWN'S RIGHT TO STOP THE WORK.....	14
25. POLICE DETAILS	14
26. NOTIFICATION TO UTILITY COMPANIES.....	14
27. STORAGE OF MATERIALS AND EQUIPMENT	15
28. PROTECTION OF PROPERTY	16
29. SAFETY AND CODE REQUIREMENTS	16
30. MAINTENANCE AND PROTECTION OF TRAFFIC	16
31. TOWN SUPPLIED EQUIPMENT AND MATERIALS	16
32. ENGINEERING SERVICES.....	17
33. USE OF TOWN WATER	17
34. CLEANUP OF PREMISES AND EQUIPMENT	17
35. CONTRACTOR RESPONSIBLE UNTIL WORK IS COMPLETED.....	17
36. CONSTRUCTION DOCUMENTS: DRAWINGS AND TECHNICAL SPECIFICATIONS	17
37. NIGHT WORK, TOWN HOLIDAYS, AND WEEKEND WORK.....	17
38. OTHER TOWN AGENCIES	18
39. BRAND REFERENCE.....	18
40. CONDITION OF WORK	18
41. NOTIFICATION TO PUBLIC.....	18
42. ADDENDA AND INTERPRETATIONS	18
43. LAWS AND REGULATIONS.....	18
44. INFORMATION NOT GUARANTEED	19
45. WARRANTY	19
46. SPECIAL PROVISIONS / SPECIFICATIONS	19
47. METHOD OF AWARD	27
48. BID SHEET	28
49. QUESTIONS MAY BE DIRECTED TO	31
50. STANDARD CONTRACT CLAUSES	31
51. CONTRACT SIGNATURE AND DATES.....	33
APPENDIX A - PRICE ADJUSTMENT SPECIFICATIONS	34
APPENDIX B - PREVAILING WAGE RATES	40



GENERAL INSTRUCTIONS TO BID

Under MGL c.30 §39M and Chapter 149 §24 the Town of Marion Massachusetts will accept sealed bids for a Paving Materials Bid. Annual estimated value of contract \$1,142,250 (*One-million One-Hundred Forty-Two Thousand Two-Hundred Fifty Dollars*) - 5% Bid Bond Required.

Sealed Bid:
Paving Materials Bid Contract #2023-1
Board of Selectmen at the Marion Town House – Board of Selectman’s Office
2 Spring Street, Marion, Massachusetts 02738

Bid documents and plans are available beginning April 13, 2023 at 9:00 AM via theengineeringcorp.com/bids

All bids must be received no later than May 4, 2023, at 2:00 PM by the Board of Selectmen at the Marion Town House – Board of Selectman’s Office, 2 Spring Street, Marion, Massachusetts 02738 and publicly read aloud at 2:30 PM at the Marion Music Hall, 164 Front Street, Marion Massachusetts 02738.

All bid questions must be submitted in writing. All bids must be made on the bid forms supplied, and the bid proposal forms must be fully completed when submitted, including any signed addendums that may be issued. All bidding Requests for Information (RFIs) shall be forwarded to Fran Conroy at fconroy@theengineeringcorp.com by 04/27/2023 at 12:00 PM. All bids must be made on the bid forms supplied, and the bid proposal forms must be fully completed when submitted, including any signed addenda that may be issued. Addenda will be posted by 05/01/2023 at 12:00 PM. It is the sole responsibility of the bidder to assure that the bidder's information has been received and recorded.

Massachusetts Department of Transportation pre-qualification/certification and Prevailing Wage Laws apply to this bid. MassDOT prequalification of contractors with the class of work as, Pavement Surfacing (Options), for the project with an estimated value of \$3,426,750 (\$1,142,250 per year for all three years) will be required. Valuation for purposes of MassDOT Prequalification is based on first year times three (3) to arrive at an estimated total prequal contract value. Contractors who are not prequalified to provide the services listed for the total Prequal. contract value, but meet the single year waiver threshold, without documented poor performance issues, and want to bid, should submit a waiver request at least 2 weeks prior to the bid opening to allow for time to appeal in the event that a waiver is not granted.

The Town is not responsible for requests and/or addenda failing to be "sent or received" as a result of service failure, internet failure, electronic failure, or weather-related events. If a request is made for a bid package and/or addenda electronically it is the *sole* responsibility of the prospective bidder to confirm their request and/or information has been received or sent. Do NOT submit bids electronically (by email). A 5% bid security (bond or certified check) is required.



1. NOTICE TO PROSPECTIVE BIDDER:

Enclosed is an Invitation for bid issued by the Town of Marion Department of Public Works. Please read all enclosed instructions and specifications carefully.

In order for your submission to be considered eligible, you must complete the following:

- The proposal must be properly completed in ink or by typewriter;
- Be signed by an authorized contracting agent of your company;
- Filed with the "Board of Selectmen at the Marion Town House – Board of Selectman’s Office 2 Spring Street, Marion, Massachusetts 02738” at the time indicated in the Invitation to Bid; Contain certain required paperwork. We have enclosed the following checklist to assist you with your submission. Any forms or documents that have been R- "Required" marked must be completed and returned with your bid package or your bid may be rejected: Any forms or documents in the check list that have been U- "Upon Award" marked will be required upon award notice prior to entering into contract: I-Information Only marked are the informational or technical items that are part of the contract bid documents.

2. BID CHECKLIST	
R	BID ENVELOPE LABELED “PAVING MATERIALS BID CONTRACT #2023-1”
R	BID SECURITY (WHEN REQUIRED, BID BOND FOR AMOUNT INDICATED ON REQUIREMENTS OF BIDDERS, MUST BE SUBMITTED WITH BID PROPOSAL.)
R	PROPOSAL COVER
U	A PERFORMANCE BOND FOR LABOR ANO MATERIALS (required upon award notice)
U	PAYMENT BOND (required upon award notice)
U	CERTIFICATE OF INSURANCE LIABILITY (required upon award notice)
R	ARTICLES OF AGREEMENT (signature sheet must be signed)
I	TECHNICAL SPECIFICATIONS
R	STANDARD CONTRACT CLAUSES
R	REFERENC FORM (APPENDIX B)
I	PREVAILING WAGE LAW/SCHEDULE

The successful bidder will be required to provide a performance bond, or other acceptable security, as indicated on the sheet. Please refer to the proposal package for more information. If any of the forms listed in the checklist are missing, please contact Fran Conroy at TEC via fconroy@theengineeringcorp.com

3. REQUIREMENTS OF BIDDERS (FOR ALL MATERIALS, SUPPLIES, SERVICES AND EQUIPMENT)

Pursuant to the Commonwealth of Massachusetts, General Laws, and the General By-Laws of the Town of Marion, Massachusetts, any vendor entering into a contract with the Town of Marion is required to certify certain facts and supply the Town with necessary documentation. If the Board of Selectmen determines that the vendor or contractor is not in compliance, the Town may refuse to issue, reissue, renew or extend such contract or agreement.

All bids for this project are subject to applicable public bidding laws of Massachusetts, including General Laws Chapter 30, Section 39M as amended. Attention is directed to the minimum wage rates to be paid as determined by the Commissioner of Labor and Industries under the provisions of Massachusetts General Laws, Chapter 149, Section 26 and 27D inclusive.



- Massachusetts Department of Transportation Prequalification:**
 Massachusetts Department of Transportation pre-qualification/certification and Prevailing Wage Laws apply to this bid. MassDOT prequalification of contractors with the class of work as, Pavement Surfacing (Options), for the project with an estimated value of \$3,426,750 (\$1,142,250 per year for all three years) will be required. Valuation for purposes of MassDOT Prequalification is based on first year times three (3) to arrive at an estimated total prequal contract value. Contractors who are not prequalified to provide the services listed for the total Prequal. contract value, but meet the single year waiver threshold, without documented poor performance issues, and want to bid, should submit a waiver request at least 2 weeks prior to the bid opening to allow for time to appeal in the event that a waiver is not granted.
- Certificate of Insurance Liability:**
 Each successfully bidder (for services only) will be required to present to the Town a Certificate of Insurance, which is to include coverage for General Liability; Automobile Liability, Excess liability, Property Damage, and Worker Compensation and Employers Liability. The Town of Marion, Massachusetts shall be named as a certificate holder on the company's Certificate of Insurance. Certificates are required from each successful bidder within ten days from the award of the bid.

INSURANCE REQUIREMENTS

<p>General Liability Includes:</p> <ul style="list-style-type: none"> • Premises/Operations • Collapse and Underground Exposures • Contractors Protective Liability and Explosion • Products/ Completed Operations • Independent Contractors • Personal & Advertising Injury • Each Occurrence \$1,000,000 • Medical Payments • Blanket Contractual Liability 	<p>Automobile Liability Includes:</p> <ul style="list-style-type: none"> • All Owned Vehicles • Hired Vehicles • Limits of \$1,000,000
<p>Workers Compensation & Employers Liability As Required by State of Massachusetts:</p> <ul style="list-style-type: none"> • Each Accident \$1,000,000 • Disease - Policy Limit \$1,000,000 • Disease - Each Employee \$1,000,000 • Alternate Employer endorsement (naming Town of Marion) 	<p>Additional Insurance/ Requirements</p> <ul style="list-style-type: none"> • Coverage shall be excess to and not more restrictive than all underlying Liability policies • The Town of Marion shall be named as Additional Insured • Umbrella: Aggregate \$2,000,000 • Maintain for 3 years post completion

Additional Insurance Requirements:

Builders Risk: The policy insures the Town of Marion, general contractor and all subcontractors, and any other party in interest that is required by contract or other agreement to be named.

- Coverage: Property insurance including real and Personal Property, business Interruption including property in the course of construction at the construction site and property at off site storage locations.
- Insured Perils: Special Form including Flood, Earthquake, Windstorm, Terrorism, and Boiler and Machinery.
- Valuation: 100% Repair and Replacement with Agreed Amount Endorsement, Actual Loss Sustained on Business Interruption / Loss of Rents.



Limits:

Full Value of Contract, including Change Orders	
New Construction	\$300,000
Existing Structure	
Temporary Storage Limit	\$100,000
Soft Costs	\$100,000
Rental Value Limit	
Business Interruption	\$100,000
Confirm Time Element Related to Demo & Increase Cost of Construction is included	
Interest on Construction Finance Amount	
Advertising Expenses	
Realty Taxes and other Assessments	
Renegotiating Lease and/or Construction Loan Costs	
Covered Property While in Transit	\$100,000
Consequential Damage	
Contractor's Equipment	
Ordinance or Law	
Undamaged Portion – Coverage A	
Demolition – Coverage B	
Increased Cost of Construction – Coverage C	
BII – Coverage D – Confirm coverage will allow replacement cost of Total Building if damage and part needs to be demolished. The replacement of any and all will not be sublimated to the D&ICC limit but will be the loss limit or blanket limit of policy. D&ICC sub-limit will apply to the demo costs and the increase costs for code compliance. Code compliance at the time of loss OR that which is initiated during the repairs but due to loss required owner to now meet.	
Debris removal – including land and water	\$100,000
Emergency Vacating	
Extra Expense (including Expediting Expense	\$100,000
Pollution Cleanup and Removal (including land and water)	\$100,000
Valuable Papers	
Accounts Receivable	
Escalation Clause	
Loss of Preparation Expenses	
Fire Protection Services	
Fire Protection Systems	
Trees, Shrubs, Plants	
Fungus, Mold, Mildew	
Construction Forms and Scaffolding	Incl.
Construction Trailers	\$100,000
Off Premises Utility Interruption Direct	
Off Premises Utility Interruption Time Element	
Windstorm	Incl.

Additional Terms:

- No wind-driven rain or snow exclusion relative to interior damage
- Contractors Overhead & profit shall be included in loss settlement
- No warranties that suspend coverage, such as fencing, lighting, security, sprinkler requirements
- No exclusion for Collapse
- No cancellable except nonpayment of premium



- Unlimited Permission to Occupy
- Prorate return premium for early completion
- Prorate additional premium for extensions up to 6 months
- Waiver of Subrogation
- Water damage included as part of All Risk perils (not sublimated by Flood limit or subject to Flood deductible)
- Green extension
- Emergency Property Protection expense covered
- Machinery Breakdown to include hot and cold testing

Deductibles:

Special Form Per Occurrence	\$2,500
Soft Costs	
Flood	\$2,500
Earthquake	\$2,500

- Combination Deductible wording stating that if multiple deductibles apply to a loss, then the total of all deductible amounts applied will not exceed the single highest individual deductible.
- Additional insureds will include the Town of Marion and additional parties named as additional insureds for on-going and completed operations.
- The above listed coverages must be provided on policies and on an ACORD certificate of insurance, which shows the following provisions:
 - The insurance companies are financially rated A-; VIII or better by A.M. Best and licensed to do business in the state of operations performed.
 - Provides 60-day Notice of Cancellation or reduction in coverage.
 - Waiver of Subrogation shall apply to all policies in favor of the Town of Marion and any applicable additional parties together with their subsidiaries, affiliates, employees, agents, members and directors ATIMA.
 - All Liability policies (Commercial General Liability, Auto Liability, and Umbrella Liability policies) shall be primary and non-contributory for Named and Additional Insureds. The General Liability additional insured endorsement shall include Premises Operations and completed Operations. The additional insured endorsement for completed operations shall include a time period of the statute of repose in the state of the project's location, but no less than 3 years post completion of work. The additional insured endorsement will include completed operations coverage with no limitations or restrictions. (Copy of the additional insured endorsement shall be attached to the Certificate of Insurance).

Contractor shall require all subcontractors and sub to subcontractors, to include all the same terms, conditions and limits as outlined in the insurance specification.

Contractor is an independent contractor, and nothing in this agreement creates a partnership, joint venture, employer/employee, principal and agent, or any similar relationship between the parties.
- There shall be no exclusions for injuries to employees or independent contractors and may not have any third-party action of exclusions or any other contractual liability limitations.
- The following entities shall be listed as Additional Insureds on a primary and non-contributory basis on all liability policies except workers compensation. Town of Marion and any other additional insured as required in Property owner/contractor agreements.
- All copies of policies must be available to the Town of Marion for review. Final determination of adequacy of coverage shall be at the Town's discretion along with any other special insurance as required by the Town so as to fully protect against loss of damage throughout the period of work performed by contractor. The insurance company shall be authorized and licensed to carry business in the state in which the project is performed.



- **Prevailing Wage Law/Schedule:**
All wages paid for labor on the work to be performed under each service contract for a public works construction project shall not be less than those prescribed by the Commissioner of Labor and Industries in accordance with the Massachusetts General Laws; Chapter 149, section 26 and 27, as amended. Employers must submit weekly payroll records to the awarding authority for all employees who have worked on the project. The town will not process invoices without prevailing wage records. Pursuant to the provision of, as amended, the Contractor (and his Sub-Contractors), will be obligated to pay all workers in the covered classes the applicable prevailing wage rates and supplements. The minimum hourly wage rate to be paid for the various classes of labor performing work under this contract shall be in accordance with schedules which have been established, or may hereafter be established or increased, by the Massachusetts Department of Labor during the contract term.
- **Contractors Certification for Equal Employment Opportunity:**
The bidder certifies that it is an Equal Opportunity Contractor, as adopted by the Commonwealth of Massachusetts Supplemental Equal Employment Opportunity, Anti-Discrimination and Affirmative Action Program.
- **Certificate as to a Corporate Bidder:**
The bidder Certifies as being a Corporate Bidder.
- **Record Keeping:**
The Contractor shall make, and keep, at least six (6) years after final payment, books, records, and accounts which, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the Contractor, and until the expiration of six (6) years after final payment, the Office of the Inspector General, and the Deputy Commissioner of Capital Planning and Operations shall have the right to examine any books, documents, papers or records of the Contractor or of his/her Subcontractors that directly pertain to, and involve transactions relating to the Contractor of his/her Subcontractors.
All record keeping shall be in full compliance with the Massachusetts General Law, Chapter 30, Section 39R.

4. POSTING OF BID BOND

Each bid must be accompanied by a bid security consisting of a BID BOND, or CERTIFIED CHECK issued by a responsible bank or trust company in the amount of 5% of the bid price.

5. POSTING OF PERFORMANCE / PAYMENT BOND

A payment bond in the sum of fifty percent (50%) of the Bid/Contract Price, from a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the Town will be required of each successful bidder for services provided to the Town within ten days from the award of the bid for the faithful payment by the Contractor of all subcontractors, materials suppliers and other obligations of the Contractor associated with this Contract.

A performance bond with a surety company satisfactory to the Town, in an amount equal to one-hundred percent (100%) of the total amount of one year's bid will be required for the faithful performance of the contract. The performance bond shall remain in effect for the duration of the work. All but 10 percent of the surety can be eliminated from the job within 30 days from completion of the job. The remaining 10 percent can be eliminated 365 days after completion of the job.

6. INDEMNIFICATION

The Contractor agrees to defend, indemnify and save harmless the Town of Marion, its officers, agents, servants and employees from and against any and all liability, damages, costs or expenses, causes of action, suits, judgments, losses and claims of every name not described, Including attorneys' fees and disbursements, brought against the Town of Marion



which may arise, be sustained, or occasioned directly or indirectly by any person, firm, or corporation arising out of or resulting from the performance of the services by the Contractor, arising from any act, omission or negligence of the Contractor, its agents, and employees, or arising from any breach or default by the Contractor under this Agreement. Any damages found by the Town of Marion to be the direct result of the Contractor's performance under this contract will be the responsibility of the Contractor.

7. INTRODUCTION / SCOPE OF CONTRACT / PROJECT DESCRIPTION

The Town of Marion Massachusetts, also called the Town, acting through its Department of Public Works, will receive sealed Bids for Paving Materials Bid and associated labor required to Install Pavement as well as Structure Adjustment and Controlled Cold Planing (Milling) at various locations within the Town, as directed.

The intent of this bid is to have available to Marion Department of Public Works the appropriate contractor who will supply the equipment, qualified personnel, and material necessary to perform the work in accordance with specifications contained herein. Any items not specified in the technical portion of this bid document shall default to the specifications prescribed by MassDOT (*Standard Specifications for Highways and Bridges 2023 edition and any Amendments as Implemented prior to the execution of this contract*).

The Contractor shall furnish all labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies, and all other things necessary to do all work required for the completion of each item of the Work as specified. The Work to be done shall be paid for under each item and shall not be limited to the item described but shall include all incidental work necessary or customarily done for the completion of that item satisfactorily to the Town of Marion.

The Contractor is required to employ sufficient skilled and supervisory labor, and equipment as may be considered necessary by the Town or his/her Representative to permit or enable the Contractor to expeditiously execute the work at such a uniform rate of progress which will permit the completion of the work within the time limits which will be specified.

The Town or his/her Representative may request a specific piece of equipment to complete a specific task or provide the scope of work to the contractor to complete the task.

8. TERM OF THE CONTRACT

The Town of Marion is soliciting pricing for periods indicated. This will be an annual contract starting the day the contract is signed. The Town will award the first-year contract for a term on or before May 15, 2023 and ending June 30, 2023. At the Town's sole discretion, the Town may elect to extend the contract up to two (2) additional years, on a year to year bases *at* the same bid prices as modified under the escalation terms of this contract (monthly price adjustments). The bidder will receive a notice requesting an extension at that time. The future extension year is defined as July 1st to June 30th.

9. BILLING ADDRESS

Town of Marion Department of Public Works
50 Benson Brook Road
Marion, MA 02738
Telephone (508) 748-3540

10. EXCLUSIVITY

This contract will be non-exclusive. The Town reserves the right to do work of the type covered by this contract with



Town forces or with other contracts.

11. SCHEDULING OF WORK

The Town shall provide the contractor with as much notice as possible. However, the contractor shall be available to perform the work within 10 working days of the notification, meaning available for work and onsite on the 11th day. The notification may come formally (written request-mailed) or informally (phone call or email) at which time the Town will record his request date. The Town may give special dispensation to the schedule when affected by weather related conditions; this dispensation will be defined solely by the Town. The Town may at any time request, that the schedule be pushed back at which time the contractor will be allotted additional time equal to the difference between the original scheduled dates and the new scheduled date plus 2 working days. *Example: If the schedule is pushed up 5 working days, then the start date will be equal to 17 working days from the original scheduled date (10+5+2).*

12. SCHEDULING LIQUIDATED DAMAGES

Failure to meet the scheduling criteria under "Scheduling of Work" will result in a *Three Hundred and Fifty Dollar (\$350)* per day in damages/back-charges for each day (starting on the 11th day) that the contractor is not present to perform the scheduled work. Excluded are weekends, and State recognized holidays.

13. BIDDER REQUIREMENTS "ABILITY AND EXPERIENCE"

No award will be made to any bidder who cannot satisfy the Town that he/she has sufficient ability and experience in this class of work and sufficient capital. The Town's decision or judgment on these matters will be final, conclusive, and binding.

Bidder shall have a minimum of five (5) years' experience and have completed satisfactorily five (5) Jobs within that time of similar size and scope. All Subcontractors shall have a minimum of five (5) years' experience and have completed satisfactorily five (5) jobs within that time of similar size and scope.

14. ADDITIONAL ITEMS

Town of Marion reserves the right to add related items to this contract during the contract term upon agreement by both parties as to the price. Approval must be given in writing by the Town or his/her Representative.

15. FUEL/MATERIAL ESCALATION & DE-ESCALATION

The contractor will assume responsibility for fueling operator-equipped equipment. Delivery of fuel by the contractor to the work site may be required and must be at no additional charge to Town of Marion. The price of the fuel and liquid asphalt will be determined by the current MassDOT market index and will be added to the invoice as a separate item billed or credited. Prices can be adjusted on a monthly basis only. The Base Price will be the Period Price for the month of the bid opening. The period prices can be found here: <https://www.mass.gov/service-details/massdot-current-contract-price-adjustments> See Appendix A for Price Adjustment Specifications.

FUEL ESCALATION

Where applicable, the Town will allow escalation of prices during the contract term for Diesel and Gasoline fuel adjustment.

MATERIAL ESCALATION

Where applicable, the Town will allow escalation of prices during the contract term for Liquid Asphalt Material adjustment.



16. PAY ITEM FORMAT / INVOICING

All labor, tools, machinery, and materials required to complete the items of work will be included in the Submitted Price Bid Sheet on each item of work. The quantities listed are the estimated annual quantities for Town of Marion and should not be construed to represent guaranteed maximum or minimum quantities to be purchased. All unit prices bid will be extended for the actual number of units purchased during the contract term. The Town of Marion reserves the right to order more or less than the quantities listed at the prices stipulated. Payment to the Contractor will be based on the aggregate of those items computed from rates Indicated herein. The Contractor will prepare his invoices based on the aggregate of those items computed from the unit price as indicated herein. All invoices shall be prepared and submitted on acceptable AIA document format. All other invoices, including material, will be submitted with suitable backup receipts and slips. Invoices will be submitted directly to the Marion Department of Public Works indicating the project (roadway) and should be submitted not more than once a month. Contractor will be responsible to follow the Department's invoicing procedures and MGL Requirements. The contractor will be required to separate and/or provide the necessary detail required by the Town or his/her Representative.

17. NOTICE OF AWARD

Regardless of any notification of award to any prospective Contractor, all bids remain open and acceptable by the Town for sixty (60) days from the bid opening date. Nothing in this paragraph is to be considered a waiver of the Town's rights against a prospective Contractor who fails to execute a contract once it is awarded.

18. LOCATION OF WORK

Service and commodities may be required or deliverable anywhere in the Town of Marion and for any Town department. Prospective Contractors are to understand that work may be required anywhere in the Town of Marion and shall bid accordingly.

19. QUALITY OF WORK

The contractor shall complete the work as directed by the Town and/or his/her Representative in a workman like manner in accordance with specifications contained herein and as a default, the requirements of the Standard Specifications for Road and Bridge Construction 2023 edition as published by the MassDOT Highway Division including any revisions. If work is not completed in a workmanlike manner that is satisfactory to the Town and/or his/her Representative, then the town can terminate the remaining period of the contract without obligation or recourse.

20. PERSONNEL AND EQUIPMENT

Principals, project managers, superintendent, estimators, expeditors, clerical and all other office personnel will be considered overhead. Time spent in preparation of an estimate for each project will be considered overhead. Time spent preparing and securing permits, drawings required thereof, shop drawings, submittals, schedules, reports and invoices will also be considered overhead costs.

Hauling or delivery of personnel, to/from/within the job site(s) will not be considered as billable and should be considered incidental to the items of work being performed and paid at the unit price per item. Mobilization will not be considered billable. A Mobilization will be defined as the move in and the move out. The contractor will not be paid a mobilization for exchanges of machinery do to breakdowns or as a matter of scheduling conflicts when work still remains. Travel time for personnel to/from/within the job site(s) will also not to be considered as billable hours.



The Town of Marion reserves the right to inspect the equipment to perform work under this contract of all bidders to determine the bidders' abilities to perform the services required. If, in the opinion of the Town, the lowest responsible bidder does not have adequate facilities and/or proper equipment to service this contract, bidder may be subject to rejection. At which point the next lowest bidder may be used or the work may be re-bid.

Equipment must be in first class operating condition; operators must be experienced, qualified, and possess the proper license to operate said piece of equipment. Any maintenance costs associated with the machinery will be the equipment owners responsibility. Operators of respective equipment will be paid the prescribed rates of wages, as determined by the Commissioner of Labor and Industries, in accordance with the provisions of Massachusetts General Laws 149, Section 27F. All equipment must be properly registered and adequately insured.

In the event of notice to the contractor by the Town of Marion that the equipment is not in good, safe, and serviceable condition and fit for use upon its arrival, the contractor shall have the obligation to put the equipment in good, safe, and serviceable condition within a reasonable length of time. If this cannot be done by the time use of the equipment is required by the Town of Marion, then the contractor will provide a different but similar piece of equipment to the Town of Marion for use.

21. SUPERVISION AND INSPECTION

The Contractor further agrees that the work shall be at all times under the immediate supervision of the Town or his/her Representative, who shall at all times have free access to all parts of the work and all places where materials for the same are prepared, and shall have every facility made available for the proper inspection of (a) all materials used in, and (b) workmanship executed for the work under this contract. It is expressly understood and agreed that the inspection of the work and materials by the Town or his/her Representative will in no way diminish the responsibility of the Contractor, or release him/her from the Contractor's obligation to perform and deliver to the Town sound and satisfactory work. It is further agreed that the Contractor shall obey orders of the Town, his/her Representative, and by all persons employed on the work.

22. RESPONSIBILITY

The contractor must accept full responsibility for providing licensed, qualified, and experienced operators (where indicated on the unit price sheet) who can perform the work required. The Town of Marion will not accept responsibility for any equipment or other damage or failure caused by the contractor's failure to provide equipment or operators capable of performing the tasks specified. Although the Town of Marion will provide general supervision, the Town of Marion will not be responsible or liable for contractor negligence. The contractor will guarantee all workmanship and material provided for a period of one year.

23. SHOP DRAWINGS SUBMITTALS

The Contractor shall submit to the Engineer Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals made by the Contractor which are not required by the Contract Documents may be returned without action. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Engineer without action. The Contractor shall coordinate with the Town and Engineer for the reviewer's contact information prior to ordering any materials or starting work. Submittals shall be made in the form of electronic PDF files with a cover page indicating the Item number and name of the item being submitted for review.

The Contractor shall prepare and keep current, for the Engineer's approval, a schedule of submittals which is coordinated with the Contractor's construction schedule and allows the Engineer reasonable time to review submittals.



The Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Engineer. Such Work shall be in accordance with approved submittals.

24. TOWN'S RIGHT TO STOP THE WORK

If the Contractor fails to correct defective Work as required by the Town or their Representative, or fails to carry out the Work in accordance with the Contract Documents or if the Town shall for any other reason so require, the Town, by a written order signed personally or by an agent specifically so empowered by the Town in writing, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated or until further written notice from the Town; however, this right of the Town to stop the Work shall not give rise to any duty on the part of the Town to exercise this right for the benefit of the Contractor or any other person or entity. The Contractor shall resume the Work after such stoppage promptly upon written notice to do so from the Town. If such stoppage is required through no fault of the Contractor, the Contract Time (and the dates for achieving Substantial Completion and Final Completion) shall be extended by a period equal to the period of the stoppage.

25. POLICE DETAILS

Off-duty police officers: if required by the town for traffic control shall be coordinated by the Contractor, paid by the Contractor, and reimbursed by the Town through a Pay Requisition or Invoice under Item 999.1. If Town of Marion police officers (hereinafter police officers) are to direct and control traffic during construction, as instructed and directed by the Town or his/her Representative of the department, the Contractor shall determine the minimum hourly shift increments and plan work accordingly. This item will be used only at the discretion of the Town or his/her Representative. This does not diminish the responsibility of the contractor to perform his work in a safe and traffic friendly manner. This contract includes an allowance which is an estimated value of the Police Detail invoices for the yearly term of the contract. All detail invoices approved by the Town or its Engineer will be reimbursed at the actual value and markup is not allowed.

26. NOTIFICATION TO UTILITY COMPANIES

It is the contractor's responsibility to contact DIG SAFE or any other utility company not notified per Dig Safe.

NOTICE TO OWNERS OF UTILITIES (Supplementing Subsection 7.13)

Written notice shall be given by the Contractor to all public service corporations or municipal and State officials owning or having charge of publicly or privately owned utilities of his intention to commence operations affecting such utilities at least one week in advance of the commencement of such operations. The Contractor shall, at the same time, file a copy of such notice with the Engineer.

Before commencing work on service connections, the Contractor shall be responsible for contacting the Electric Company servicing the area to obtain construction requirements, standards, and to give adequate notice of commencement of work. The Contractor's attention is further directed to the requirements of work in the immediate vicinity of certain underground structures and poles as shown on the construction plans.

NATIONAL GRID EMERGENCY TELEPHONE NUMBERS

GAS:

Emergency: 1-800-233-5325

New Service: 1- 877-696-4743

Customer Support: 1-800-732-3400

EVERSOURCE EMERGENCY TELEPHONE NUMBERS



ELECTRIC:

Outage/ Emergency: 800-592-2000 or 844-726-7562

New Service: 1-888-633-3797 (1-888-need pwr)

Customer Support: 1-800-340-9822

The following are the names of owners and representatives of the principal utilities affected, but completeness of this list is not guaranteed by the Department:

UTILITY CONTACTS

Eversource Electric "B" 50 Duchaine Blvd. New Bedford, MA 01745	Brian Mello brian.mello@eversource.com
Eversource Gas 157 Cordaville Road 3113 Southborough, MA 01772	Jeffrey Evans-Mongeon Jeffrey.Evans-Mongeon@eversource.com 508-305-6970
Verizon 385 Myles Standish Blvd. Taunton, MA 02780	Karen Mealey Karen.m.mealey@verizon.com 774-409-3160
Marion Department of Public Works Department of Public Works (Water & Sewer) 2 Spring Street Marion, MA 02738	Meghan Davis mdavis@marionma.gov 508-748-3540
Crown Castle 80 Central Street Boxborough, MA 01719	Mark Bonanno mark.bonanno@crowncastle.com 508-616-7818
Eversource Fiber 247 Station Drive Sum SE 320 Westwood, MA 02090	Bechir Khoury Bechir.khoury@eversource.com 781-441-3864
Open Cape P.O. Box 1148 Barnstable, MA 02630	Gary Farrenkopf gfarrenkopf@opencape.com
Verizon Wireless Small Cell 20 Alexander Drive Wallingford, CT 06492	Liz Glidden Elizabeth.glidden@verizonwireless.com

27. **STORAGE OF MATERIALS AND EQUIPMENT**

The Contractor will be required to store his/her material and equipment in a location, which will not interfere with the normal operations of other contractors or employees of the Town, and in a manner which will afford them maximum protection. The Town will not guaranty the security nor be responsible for loss, damage, or theft of stored materials or equipment in a Town facility or on a Town street. Security of materials and equipment is the Contractor's responsibility.



The Contractor will replace such items, as required, at his/her own expense.

At the end of each project, a list of all Town owned materials in the possession of the Contractor will be sent to the Town or his/her Representative of the Department. Said material will be returned to a Town maintenance yard or as ordered by the Town or his/her Representative.

28. PROTECTION OF PROPERTY

The Contractor will properly protect public and private property from damage of any kind to all trees, plantings, lawns, hedges, fences, existing sidewalks, drives, curbs, street pavements, pavement markings, traffic control devices, utility facilities, vehicles and other facilities within, and contiguous to, the project area. Any negligent damage to said facilities caused by the Contractor's employees, sub-contractors, storage of material, and/or equipment, will be restored to its original condition. The Contractor will pay the cost at his sole expense of any such work or materials required in the repairing or replacement of said items or facilities. This restoration work must be entirely completed, to the satisfaction of the Town or his/her Representative of the Department, before final payment to the Contractor is approved by said Town or his/her Representative. It will be the Contractor's responsibility to protect and secure his/her own property and equipment at all times.

29. SAFETY AND CODE REQUIREMENTS

Due to the nature of the work, Contractor will be familiar with recent modifications to the OSHA regulations regarding trench excavation and the temporary support of the working trench and conduct operations as required by OSHA regulations at all times. All personnel associated with the Contractor or any subcontractors that are to be within the construction zone shall have a minimum OSHA 10 certification.

The Contractor will immediately advise the Town of Marion of inspections conducted by OSHA at the work site. Immediately provide copies of citations and violations to the Town of Marion. All areas of this project are hard-hat areas. All persons within the project limits are required to wear protective headgear.

30. MAINTENANCE AND PROTECTION OF TRAFFIC

DESCRIPTION -

1. Ensure access by emergency vehicles at all times.
2. Materials and equipment stored on site will be located so as not to interfere with the normal movement of traffic, and will be secured and protected.
3. During non-working hours, do not stop; leave standing, or park construction equipment on any traffic lane or sidewalk within the project limits. Park such equipment only in a protected staging area approved by the Town or his/her Representative. Stockpile material only in protected staging area unless otherwise approved by the Town or his/her Representative.
4. Maintain pedestrian access to building entrances at all times unless otherwise approved by the Town or his/her Representative.
5. Maintain access to drives until work sequence require blocking access. The Town or his/her Representative must approve any blocking of access.

31. TOWN SUPPLIED EQUIPMENT AND MATERIALS

Town of Marion reserves the right to advertise, procure, or otherwise arrange for the supply of certain items; items to be specified at the discretion of the Town or his/her Representative.



32. ENGINEERING SERVICES

The Contractor shall be prepared to provide line and grade per direction from the Town or his/her Representative. If required by the complexity of the circumstances, the Town will provide line, grade and engineering, to the extent the Town feels necessary to complete the project. It will be the contractor's responsibility to relocate or offset any line and grade information provided should it conflict with the Contractors work area.

33. USE OF TOWN WATER

Water can be made available for short-term use by the Marion Water Division in areas of the Town that are covered.

34. CLEANUP OF PREMISES AND EQUIPMENT

The Contractor will not allow waste material or rubbish caused by work under this contract to accumulate in or about the premises but will promptly and thoroughly remove rubbish and excess tools from the site including immediate work area. Upon Final Completion, he/she will leave the site thoroughly cleaned and ready for use. All spilled equipment fluids shall be cleaned to the satisfaction of the Town. In case of a dispute, the Town of Marion may remove the rubbish and do such cleanup as required and back charge the cost thereof to the Contractor responsible.

35. CONTRACTOR RESPONSIBLE UNTIL WORK IS COMPLETED

The Contractor further agrees to assume charge of and be responsible for the entire work until completed and accepted by final payment; and that he/she will personally supervise the faithful performance of the work, and that he/she will keep it under Contractor's exclusive control. In case of absence, the Contractor will designate a competent representative to continue such supervision of the work uninterrupted, and such representative shall receive orders and instruction as appropriate from the Town or his/her Representative and enjoy full authority to execute any such Town's or his/her Representative's orders and to supply materials, tools and labor without delay.

36. CONSTRUCTION DOCUMENTS: DRAWINGS AND TECHNICAL SPECIFICATIONS

The Contractor will be required to comply with all drawings and technical specifications or verbal direction, which may be associated with each particular project assigned. Failure to comply may result in delay of payments, back charging for corrective remedial work, and/or cancellation of the contract.

Where Standards, Specifications, and Codes are referred to herein, it will be understood, that such reference is to the issue in effect as of the date of the proposal, including all revisions and addenda, if any.

ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT

Should any of the General Conditions, Special Conditions, and Technical Specifications, or special notes on the drawings conflict with any of the provisions of the Massachusetts Department of Transportation Standard Specifications for Materials and Construction, Standards for Materials, or the Standards of Construction of the Town of Marion; the General Conditions, Special Conditions and Technical Specifications of this Contract will govern; followed by the Town of Marion Specifications and Standards.

37. NIGHT WORK, TOWN HOLIDAYS, AND WEEKEND WORK

Unless permission is given by the Town of Marion, available work hours will be Monday- Friday 7:00 am to 3:30 pm. Holidays will be defined by the Town.



38. OTHER TOWN AGENCIES

The Contractor must honor the prices, terms, and conditions of this contract with any and all municipalities, departments or public authority within Town of Marion. The Contractor must also offer the prices, terms, and conditions of this contract to political subdivisions, fire companies, or districts located entirely or partly within Town of Marion. Orders placed against this contract between any subdivision or agency or corporation will be contracts solely between the Contractor and those entities. Town of Marion will not be responsible for, nor will it have any liability or other obligation for, such contract between the Contractor and any third party.

39. BRAND REFERENCE

A reference to a manufacturer's product by brand name or number is done solely to establish the minimum quality and performance characteristics required. Bidders may submit bids on alternates but must attach catalog sheets listing the specifications for any alternate bid to be reviewed as an approved equal. Further, the bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the product will perform per the specified brand. The acceptance of a bidder's alternate rests solely with Town of Marion.

40. CONDITION OF WORK

Each bidder must familiarize himself/herself fully with the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his Contract. Insofar as possible, the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor.

41. NOTIFICATION TO PUBLIC

The Contractor must coordinate with the Town and his/her Representative to adequately notify the public of work being performed. The Contractor shall be prepared to provide advanced notice to motorists and abutters of the project. The Contractor shall coordinate the timing and placement of Portable Changeable Message Signs for advanced notice to motorists / abutters. The Town may also request door hangars or flyers to be delivered to abutting properties in advance of any work and shall be considered incidental to the work being performed in that area.

42. ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the plans, specifications or other pre bid documents will be made to any bidder orally. All information given to bidders other than by means of the plans, specifications, or by addenda, as described below, is given informally and shall not be used as the basis of a claim against the Town. Every request for such interpretation should be in writing addressed to the contact listed within the Invitation to Bid and to be given consideration must be received at least seven days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the Contract Documents which, when issued, will be emailed with return receipt requested to all prospective bidders (at the respective email address furnished by them for such purposes), no later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under this bid as submitted. All addenda so issued shall become part of the Contract Documents.

43. LAWS AND REGULATIONS

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulation of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.



44. INFORMATION NOT GUARANTEED

All information given in the Contract Documents relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the Town. All such information is furnished only for the information and convenience of bidders and is not guaranteed. It is agreed and understood that the Town does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures encountered during construction will be the same as those indicated in the Contract Documents or Drawings / documents provided once the contract is awarded. It is further agreed and understood that no bidder or Contractor shall use or be entitled to use any of the information made available to him or obtained in any examination made by him in any manner as a basis of or ground for, any claim or demand against the Town or the Engineer, arising from or by reason of any variance which may exist between the information made available and the actual subsurface or other structures actually encountered during the construction work, except as may otherwise be expressly provided for in the Contract Documents.

45. WARRANTY

The Contractor warrants to the Town that all materials and equipment furnished under this Contract will be new and of recent manufacture unless otherwise permitted in writing by the Town and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents and Massachusetts Department of Transportation Specifications. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective and, promptly after written notification of non-conformance, shall be repaired or replaced by the Contractor with Work conforming to such requirements at the contractors expense. If required by the Town, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The contractor will warranty all aspects of the work for one (1) year. Any remedial work or repairs will be under warranty for an additional year from the date the remedial work or repair was completed.

46. SPECIAL PROVISIONS / SPECIFICATIONS

MASSDOT PERMIT TO ACCESS STATE HIGHWAY

If any work is to be performed within State Highway, a Permit to Access State Highway is required. Prior to beginning any work within State Highway, the Engineer and/ or Town will provide a copy of the permit and plans used to obtain the permit. Contactor will be obligated to comply with the terms of any permits and any and all work shall be considered incidental to the bid items within this contract.

ARCHITECTURAL ACCESS BOARD & AMERICANS WITH DISABILITIES ACT TOLERANCES AND STANDARDS

The Contractor is hereby notified that they are ultimately responsible for constructing all project elements in strict compliance with the current AAB/ADA rules, regulations, and standards. The Contractor's attention is directed to the MAAB Variance attached hereto, which details allowable deviations from AAB rules, regulations, and standards at specific locations identified within the project.

All construction elements in this project associated with sidewalks, walkways, pedestrian curb ramps and curb cuts are controlled by 521CMR - Rules and Regulations of the Architectural Access Board (AAB). The AAB Rules and Regulations specify maximum slopes and minimum dimensions required for construction acceptance. There is no tolerance allowed for slopes greater than the maximum slope or for dimensions less than the minimum dimensions, with the exception of the specific locations identified within the attached MAAB Variance.

Contractors shall establish grade elevations at all pedestrian curb ramp locations and shall set transition lengths according to the appropriate table in the Construction Standards (or to the details shown on the plans).



PROTECTION OF UNDERGROUND FACILITIES

The Contractor's attention is directed to the necessity of making his own investigation in order to assure that no damage to existing structures, drainage lines, traffic signal conduits, etc., will occur. The Contractor shall notify the Town of Marion and Mass. DIG SAFE and procure a DIG SAFE number for each location prior to disturbing the existing ground in any way.

DIG SAFE Call Center 1-888-344-7233

The Contractor shall notify the Town and Dig Safe 72 hours prior to start of construction.

PROTECTION OF PERSONAL PROPERTY

The Contractor shall exercise due care when working around all personal property and roadside features which are to remain. Trees to remain within work limits shall have tree protection. Any damage resulting from the actions of the Contractor, shall be replaced and/or repaired by the Contractor as directed by the Engineer. No further compensation will be due the Contractor for the materials and labor required to protect personal property, roadside features to remain or protection for trees.

SAWCUTTING

All edges of excavation made in existing pavements, driveways and sidewalks shall be squared by sawcutting with power-driven tools to provide a neat, clean edge for joining new pavement and sidewalks. Ragged, uneven edges shall not be accepted.

Areas which have been broken or undermined shall be edged neatly with a minimum disturbance to remaining pavement or sidewalks.

All sawcutting, except for box widening, will be considered incidental to the associated bid items. Additional sawcutting may be required to prevent damage to adjacent structures as directed by the Engineer.

Saw-cut surfaces shall be sprayed or painted with a uniform thin coat of RS-1 asphalt emulsion immediately before placement of bituminous concrete material against the surface.

SAFETY CONTROLS FOR CONSTRUCTION OPERATIONS (Supplementing Subsections 850.23 and 850.63)

Unless otherwise provided for by specific items in this contract, furnishing safety controls for construction operations shall be considered incidental to this contract and the costs for safety controls shall be included in the various price for those contract items requiring such controls.

Positioning, adjusting and re-positioning of all devices such as traffic cones, drums, barricades, concrete barriers, high level warning devices, etc., not otherwise paid for under other items in this contract, is considered incidental and no separate payment will be made.

Signs having messages that are irrelevant to normal traffic conditions will be removed or properly covered at the end of each work period. Signs are to be kept clean at all times, and legends shall be distinctive and unmarred. The Contractor shall provide, place and erect all necessary barricades and warning signs and maintain adequate lights and illumination therefore. He shall be held responsible for all damage to the work due to any failure of signs and barricades needed to protect the work from traffic, pedestrians, or other causes.

Construction Signing and maintenance of Traffic will be paid for under Item 852.



ENVIRONMENTAL CONTROLS

Contractor shall control all dirt, dust erosion and other related construction emissions from the project to the satisfaction of the Town. Contractor shall comply with all applicable local, state and federal environmental regulations and permit requirements. Silt sacks shall be installed in all catch basins prior to any construction activities involving excavation at the direction of the Engineer.

The Contractor shall clean and flush all affected drainage structures at the end of the work to the satisfaction of the engineer. The price associated with this work will be deemed incidental to the contract.

All construction equipment shall be fitted with suitable muffling devices so that the noise from construction operation shall be properly controlled. The Contractor shall control all dirt, dust erosion and other related construction emissions from the project to the satisfaction of the Town and Engineer.

Calcium chloride for roadway dust control and/or water for roadway dust control shall be applied in accordance with Section 440 at the direction of the Engineer. All costs in connection with the application of calcium chloride and/or water shall be included in the various payment items and no additional compensation will be made.

DISPOSAL OF SURPLUS MATERIALS

All existing and other materials not required or needed for use on the project, and not required to be removed and stacked, shall become the property of the Contractor and shall be removed from the site during the construction period and legally disposed of. No separate payment will be made for this work, but all costs in connection there with shall be included in the prices bid for various contract items.

CONSTRUCTION STAKING (Supplementing Subsection 5.07)

In the first sentence of this section replace, "The Department will" with "The Contractor shall".

For projects with design plans, the Engineer will furnish information and ties for the survey baseline and benchmarks, within ten calendar days upon request from Contractor. The Contractor shall perform all survey work required to complete the Contract. The Contractor shall utilize a Massachusetts registered Professional Land Surveyor (PLS) to establish, and reestablish as required by the Engineer throughout the construction period, all benchmarks, baselines, and Right of Way boundaries. If requested by the Engineer, the Contractor shall stake out geometry points and 50-foot station locations for the construction baselines.

All costs associated with construction staking and survey are the responsibility of the Contractor and shall be considered incidental to the various contract items. No additional compensation shall be allowed therefore.

MATERIAL TESTING

The Contractor shall obtain the services of a qualified material testing company to provide in-situ compaction and other material testing as ordered by the Engineer. No separate payment will be made, and all costs associated with material testing shall be considered incidental to the various contract items.



ITEM 120.1 UNCLASSIFIED EXCAVATION CY

DESCRIPTION

Work under this item shall conform to the relevant provisions of Section 100 of the MassDOT Standard Specifications.

ITEM 220. DRAINAGE STRUCTURE ADJUSTED EA

DESCRIPTION

Work under this item shall conform to the relevant provisions of Section 200 of the MassDOT Standard Specifications.

ITEM 220.2 DRAINAGE STRUCTURE REBUILT FT

DESCRIPTION

Work under this item shall conform to the relevant provisions of Section 200 of the MassDOT Standard Specifications.

ITEM 358. GATE BOX ADJUSTED EA

DESCRIPTION

Work under this item shall conform to the relevant provisions of Section 300 of the MassDOT Standard Specifications.

ITEM 403. RECLAIMED PAVEMENT FOR BASE COURSE AND/OR SUB-BASE SY

DESCRIPTION

Work under this item shall conform to the relevant provisions of Section 400 of the MassDOT Standard Specifications.

CONSTRUCTION METHOD

The Contractor shall be prepared to use liquid calcium chloride during the reclaim process for stabilization and dust control per the direction of the Town and its Engineer. Any stabilization or dust control related to the reclaim process shall be incidental to this item.

COMPENSATION

Structures, boxes, etc that need to be lowered and plated shall also be raised with no additional compensation and shall be considered incidental to this item.

ITEM 415.1 PAVEMENT STANDARD MILLING SY

DESCRIPTION

Work under this item shall conform to the relevant provisions of Section 400 of the MassDOT Standard Specifications.



ITEM 451. HMA FOR PATCHING TON

DESCRIPTION

Work under this item shall conform to the relevant provisions of Section 400 of the MassDOT Standard Specifications.

ITEM 452. ASPHALT EMULSION FOR TACK COAT GAL

DESCRIPTION

Work under this item shall conform to the relevant provisions of Section 400 of the MassDOT Standard Specifications.

ITEM 453. HMA JOINT ADHESIVE FT

DESCRIPTION

Work under this item shall conform to the relevant provisions of Section 400 of the MassDOT Standard Specifications.

ITEM 460.22	SUPERPAVE SURFACE COURSE – 9.5 (SSC – 9.5)	TON
ITEM 460.23	SUPERPAVE SURFACE COURSE – 12.5 (SSC – 12.5)	TON
ITEM 460.31	SUPERPAVE INTERMEDIATE COURSE – 12.5 (SIC – 12.5)	TON
ITEM 460.32	SUPERPAVE INTERMEDIATE COURSE – 19.0 (SSC – 19.0)	TON
ITEM 460.52	SUPERPAVE LEVELING COURSE – 9.5 (SLC – 9.5)	TON

DESCRIPTION

Work under these items shall conform to the relevant provisions of Section 400 and Subsection 460 of the MassDOT Standard Specifications.

METHOD OF MEASUREMENT

Items 460.22, 460.23, 460.31, 460.32 & 460.52 shall be measured by the ton of actual pavement quantity complete, in place and accepted by the Engineer.

BASIS OF PAYMENT

Items 460.23, 460.31, 460.42, & 460.52 will be paid for at the contract unit price per ton. Unit price shall include all labor, materials, equipment, and incidental costs required to complete the work.



ITEM 460.221	SUPERPAVE SURFACE COURSE – 9.5 (SSC – 9.5) (FOB)	TON
ITEM 460.231	SUPERPAVE SURFACE COURSE – 12.5 (SSC – 12.5) (FOB)	TON
ITEM 460.311	SUPERPAVE INTERMEDIATE COURSE – 12.5 (SIC – 12.5) (FOB)	TON
ITEM 460.321	SUPERPAVE INTERMEDIATE COURSE – 19.0 (SSC – 19.0) (FOB)	TON
ITEM 460.521	SUPERPAVE LEVELING COURSE – 9.5 (SLC – 9.5) (FOB)	TON

DESCRIPTION

Materials under these items shall conform to the relevant provisions of Section 400 and Subsection 460 of the MassDOT Standard Specifications. These items are intended for the Town to order material through the Contractor who will pickup at a MassDOT approved plant and deliver to the Town for their use. Labor and installation will be performed by the Town.

METHOD OF MEASUREMENT

Items 460.221, 460.231, 460.311, 460.321 & 460.521 shall be measured by the ton of actual pavement quantity complete, in place and accepted by the Engineer.

BASIS OF PAYMENT

Items 460.231, 460.311, 460.421, & 460.521 will be paid for at the contract unit price per ton. Unit price shall include all labor, materials, equipment, and incidental costs required to complete the work.

ITEM 472.	TEMPORARY ASPHALT PATCHING	TON
------------------	-----------------------------------	------------

DESCRIPTION

Work under this item shall conform to the relevant provisions of Section 400 of the MassDOT Standard Specifications.

ITEM 697.1	SILT SACK	EA
-------------------	------------------	-----------

DESCRIPTION

Work under this item shall conform to the relevant provisions of Section 670 of the Standard Specifications and the following:

The work includes the furnishing, installation, maintenance and removal of a reusable fabric sack to be installed in drainage structures for the protection of wetlands and other resource areas and the prevention of silt and sediment from the construction site from entering the storm water collection system. Devices shall be sourced from ACF Environmental (800)-448-3636; Reed & Graham, Inc. Geosynthetics (888)-381-0800; The BMP Store (800)-644-9223; or approved equal.

CONSTRUCTION

Silt sacks shall be installed in retained existing and proposed catch basins and drop inlets within the project limits and as required by the Engineer.

The silt sack shall be as manufactured to fit the opening of the drainage structure under regular flow conditions and shall be mounted under the grate. The insert shall be secured from the surface such that the grate can be removed without the insert discharging into the structure. The filter material shall be installed and maintained in accordance with the manufacturer’s written literature and as required by the Engineer.



Silt sacks shall remain in place until the placement of the pavement overlay or surface course and the graded areas have become permanently stabilized by vegetative growth. All materials used for the filter fabric shall become the property of the Contractor and shall be removed from the site.

The Contractor shall inspect the condition of silt sacks after each rainstorm and during major rain events. Silt sacks shall be cleaned periodically to remove and dispose of accumulated debris as required. Silt sacks, which become damaged during construction operations, shall be repaired or replaced immediately at no additional cost.

When emptying the silt sack, the Contractor shall take all due care to prevent sediment from entering the structure. Any silt or other debris found in the drainage system at the end of construction shall be removed at the Contractor's expense. The silt and sediment from the silt sack shall be legally disposed of off-site. Under no circumstance shall silt and sediment from the insert be deposited on site and used in construction.

All curb openings shall be blocked to prevent stormwater from bypassing the device.

All debris accumulated in silt sacks shall be handled and disposed of as approved by the Engineer.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Silt sack will be measured and paid at the Contract unit price per each, complete in place, which price shall include all labor, materials, equipment and incidental costs required to complete the work.

No separate payment will be made for removal and disposal of the sediment from the insert, regardless of the frequency of removal and disposal, but all costs in connection therewith shall be included in the Contract unit price bid.

ITEM 702. HOT MIX ASPHALT SIDEWALK OR DRIVEWAY TON

DESCRIPTION

Work under this item shall conform to the relevant provisions of Section 700 of the MassDOT Standard Specifications.

ITEM 751. LOAM FOR ROADSIDES CY

DESCRIPTION

Work under this item shall conform to the relevant provisions of Section 700 of the MassDOT Standard Specifications.

ITEM 765. SEEDING SY

DESCRIPTION

Work under this item shall conform to the relevant provisions of Section 700 of the MassDOT Standard Specifications.

ITEM 852. SAFETY SIGNING FOR TRAFFIC MANAGEMENT SF

DESCRIPTION

Work under this item shall conform to the relevant provisions of Section 800 of the MassDOT Standard Specifications.



ITEM 866.112 12 INCH REFLECTORIZED WHITE LINE (THERMOPLASTIC) FT

DESCRIPTION

Work under this item shall conform to the relevant provisions of Section 800 of the MassDOT Standard Specifications.

ITEM 867.104 4 INCH REFLECTORIZED YELLOW LINE (THERMOPLASTIC) FT

DESCRIPTION

The work to be done under these items shall conform to the relevant provisions of Section 860 of the Standard Specifications and the following:

Work shall consist of furnishing and installing 4 inch permanent pavement markings at locations shown on the plans.

METHOD OF MEASUREMENT AND PAYMENT

4 inch reflectorized white line (thermoplastic) and 4 inch reflectorized yellow line (thermoplastic) will be measured and paid at the Contract unit price per Foot, which price shall include all labor, materials, equipment, and incidental costs required to complete the work.

ITEM 999.1 TRAFFIC CONTROL OFFICERS ALL

DESCRIPTION

See Section 25 of this document for description of allowance.

METHOD OF MEASUREMENT AND PAYMENT

Traffic Control Officers will be paid as reimbursement to the Contractor after Contractor submits proof of paid police detail invoices. Payment shall be for exact invoice amounts with no Contractor markup.



47. METHOD OF AWARD

Town of Marion will award a contract to the LOWEST RESPONSIVE AND RESPONSIBLE BIDDER based on the GRAND TOTAL BID PRICE. Bidder must meet the terms of the specifications. Bid Prices Per Unit Will Include All Labor, Equipment, Material, Administration and Overhead,

NOTE: IN THE EVENT OF MATHEMATICAL ERRORS ON EXTENSIONS OF UNIT PRICES TO TOTAL COSTS, UNIT PRICES WILL PREVAIL. IN THE EVENT INFORMATION FOR AN ITEM IS NOT LEDGIBLE OR FOUND TO BE IN CONFLICT, THE WRITTEN WORDS WILL PREVAIL.

It is understood that all contingent quantities shown on the Proposal may be increased without limitations to the extent ordered by the Town or his/her Representative, and payment for these items, in any quantity, will be made at the unit prices bid. If the Town considers other sections to be unbalanced all bids may be rejected. The successful Bidder will be compensated for additional work (services not specified under line-item pricing) at the time and material rates. Such work must be at Departmental request and must be incidental to an ongoing project item.

The bidder agrees that its bid shall be good and may not be withdrawn for a period of 60 days, Saturdays, Sundays, and legal holidays excluded, after the opening of the bids. If the bidder withdraws their bid after the opening, they will surrender the Bid Bond to the Town of Marion. The Town reserves the right to waive any informality, to accept or reject, in whole or in part any or all bids, or take whatever other action may be deemed to be in the best interest of the Town.

All Unit Prices (items), for which a bid price has been requested, must be provided or your bid may be rejected. The Town of Marion reserves the right to terminate this contract at any time, or for any reason deemed in the best interest of the Town. A typical calendar year shall be defined as July 1, thru June 30.



48. BID SHEET

ITEM NO.	QTY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE		TOTAL	
			DOLLARS	CENTS	DOLLARS	CENTS
120.1	1000	AT UNCLASSIFIED EXCAVATION CUBIC YARD				
220.	40	AT DRAINAGE STRUCTURE ADJUSTED EACH				
220.2	40	AT DRAINAGE STRUCTURE REBUILT FOOT				
358.	40	AT GATE BOX ADJUSTED EACH				
403	20000	AT RECLAIMED PAVEMENT FOR BASE COURSE AND/OR SUB-BASE SQUARE YARD				
415.1	2000	AT PAVEMENT STANDARD MILLING SQUARE YARD				
451.	50	AT HMA FOR PATCHING TON				
452.	100	AT ASPHALT EMULSION FOR TACK COAT GALLON				
453	5000	AT HMA JOINT ADHESIVE FOOT				
460.22	1350	AT SUPERPAVE SURFACE COURSE - 9.5 (SSC - 9.5) TON				

CARRIED FORWARD _____



BROUGHT FORWARD

ITEM NO.	QTY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE		TOTAL	
			DOLLARS	CENTS	DOLLARS	CENTS
460.221	5	SUPERPAVE SURFACE COURSE - 9.5 (SSC - 9.5) (FOB) AT _____ TON				
460.23	1600	SUPERPAVE SURFACE COURSE - 12.5 (SSC - 12.5) AT _____ TON				
460.231	5	SUPERPAVE SURFACE COURSE - 12.5 (SSC - 12.5) (FOB) AT _____ TON				
460.31	875	SUPERPAVE INTERMEDIATE COURSE - 12.5 (SIC -12.5) AT _____ TON				
460.31	5	SUPERPAVE INTERMEDIATE COURSE - 12.5 (SIC - 12.5) (FOB) AT _____ TON				
460.32	500	SUPERPAVE INTERMEDIATE COURSE - 19.0 (SIC - 19.0) AT _____ TON				
460.321	5	SUPERPAVE INTERMEDIATE COURSE - 19.0 (SIC - 12.5) (FOB) AT _____ TON				
460.52	100	SUPERPAVE LEVELING COURSE - 9.5 (SLC - 9.5) AT _____ TON				
460.52	5	SUPERPAVE LEVELING COURSE - 9.5 (SLC - 9.5) (FOB) AT _____ TON				

CARRIED FORWARD



BROUGHT FORWARD

ITEM NO.	QTY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE		TOTAL	
			DOLLARS	CENTS	DOLLARS	CENTS
472.	50	AT TEMPORARY ASPHALT PATCHING _____ TON				
697.1	40	AT SILT SACK _____ EACH				
702.	100	AT HOT MIX ASPHALT SIDEWALK OR DRIVEWAY _____ TON				
751.	50	AT LOAM FOR ROADSIDES _____ CUBIC YARD				
765.	500	AT SEEDING _____ SQUARE YARD				
852	500	AT SAFETY SIGNING FOR TRAFFIC MANAGEMENT _____ SQUARE FOOT				
866.112	100	AT 12 INCH REFLECTORIZED WHITE LINE (THERMOPLASTIC) _____ FOOT				
867.104	5000	AT 4 INCH REFLECTORIZED YELLOW LINE (THERMOPLASTIC) _____ FOOT				
999.1	1	AT TRAFFIC CONTROL OFFICERS THIRTY THOUSAND DOLLARS AND ZERO CENTS _____ ALLOWANCE	\$30,000	00	\$30,000	00

BASE BID TOTAL

BASE BID IN WRITTEN WORDS



49. QUESTIONS MAY BE DIRECTED TO

TEC, Inc Attn: Fran Conroy
fconroy@theengineeringcorp.com
282 Merrimack Street
Lawrence, MA 01843
978-794-1792

Subsequent to the award notice and prior to commencement of work a compulsory contract agreement between the Town of Marion and the awarded will be signed ratifying contract.

50. STANDARD CONTRACT CLAUSES

Merger and Integration Clause

This Agreement and the exhibits attached hereto contain the entire agreement of the parties with respect to the subject matter of this Agreement, and supersede all prior negotiations, agreements, and understandings with respect thereto. This Agreement may only be amended by a written document duly executed by all parties.

Choice of Law and Forum Clause

This agreement shall be interpreted under the laws of Massachusetts. Any litigation under this agreement shall be resolved in the trial courts of Massachusetts.

Time of Performance

Time is of the essence for the completion of the work described in this contract. It is anticipated by the parties that all work described herein will be completed within two (2) weeks of the date of execution, and that any delay in the completion of the work described herein shall constitute a material breach of this contract.

The parties agree that time is not of the essence in the completion of the work described in this contract. All parties shall act to complete the work described within a reasonable time.

Savings (Severability) Clause

If any provision of this Contract is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Contract shall remain in full force and effect.

Non-Waiver

The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

Contractor's Warranty of Title

The Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Town no later than the time of payment free and clear of all Liens.

Out of State Bidder

The undersigned certifies under the penalties of perjury they shall not enter into a contract with a foreign corporation which has not received a certificate from the state secretary stating that such a corporation has complied with sections three and five of Chapter 181 of Massachusetts General Law and the date with which compliance was obtained and shall report to the state secretary and the department of corporations and taxation any foreign corporation performing work under contract, and residing or having a principal place of business outside the Commonwealth.

OSHA 10 Certification & Labor Harmony Certification

Pursuant to M.G.L c.30, §39S, any person submitting a bid for, or signing a contract to work on, a public building or public works project estimated to cost more than \$10,000, must certify under the pains and penalties of perjury that he or she is able to furnish labor in harmony with all other elements of labor employed in the work and that all employees employed on the worksite, or in work subject to the bid, have successfully completed at least ten (10) hours of OSHA approved training.



Town of Marion
Paving Materials Bid

The undersigned hereby certifies that it is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that 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 who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that it will comply fully with all laws and regulations applicable to awards made subject to section forty-four A

Disbarment

The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth of Massachusetts under the provisions of Section Twenty-Nine F of Chapter Twenty-Nine, or any other applicable Debarment provisions of any other Chapter of the General Laws or any rule or regulations promulgated there under.

Non-Collusion

The undersigned further certifies under the 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 paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from public contracting or subcontracting in the Commonwealth under the provisions of M.G.L. Chapter 29, Section 29F or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated hereunder.

Certificate of Tax Compliance

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b) the undersigned further certifies under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.



51. CONTRACT SIGNATURE AND DATES

The terms and specifications of this contract have been read and fully understood by the person whose signature appears below. The parties agree to comply with the terms and conditions set forth on the preceding or following pages along with any addenda that may be issued.

The undersigned certifies that the person signing this bid on behalf of the bidder has been authorized by the company to submit bids on its behalf.

CONTRACTOR:

(Name of General Bidder (Company))

BY: _____
Signature of Authorized Representative

Date _____

(Printed Name and Title of Signatory)

(Business Address) (Street, Town, State, Zip)

(Telephone) (FAX)

(E-mail address)

TOWN OF MARION

BY: _____
Signature of Town Administrator

Date _____

(Printed Name of Town Administrator)

Signature of Finance Director

Date _____

(Printed Name of Finance Director)

Signature of Town Counsel

Date _____

(Printed Name of Town Counsel)



APPENDIX A – PRICE ADJUSTMENT SPECIFICATIONS



DOCUMENT 00811

SPECIAL PROVISIONS

MONTHLY PRICE ADJUSTMENT FOR HOT MIX ASPHALT (HMA) MIXTURES ENGLISH AND METRIC UNITS

Revised: 06/04/2019

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 Fuel / Material Escalation & De-Escalation 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 for the month of the bid opening 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 <https://www.mass.gov/service-details/massdot-current-contract-price-adjustments> 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:

$$\text{Price Adjustment} = \text{Tons of HMA Placed} \times \text{Liquid Asphalt Content \%} \times \text{RAP Factor} \times (\text{Period Price} - \text{Base Price})$$

No Price Adjustment will be allowed beyond the Completion Date of this Contract, unless there is a Department-approved extension of time.

***** END OF DOCUMENT *****



DOCUMENT 00812
SPECIAL PROVISIONS
MONTHLY PRICE ADJUSTMENT FOR DIESEL FUEL AND GASOLINE – ENGLISH UNITS
Revised: 06/04/2019

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 (<https://www.mass.gov/service-details/massdot-current-contract-price-adjustments>) for the month of the bid opening, 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 affected 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

***** END OF DOCUMENT *****



APPENDIX B – REFERENCE FORM

The following shall accompany the bid and is required as evidence of the bidder's qualifications to perform the work, as bid upon, in accordance with the contract drawings and specifications and further described in Section 13. This statement must be notarized. All questions must be answered. Additional data may be submitted on separate attached sheets. When assessing bidder's qualification, the Town will not be limited to information provided herein. The Town intends to use information outside this document to assess Bidder Qualifications. Bidders may supplement this document with additional sheets to be attached.

1. Name of Bidder_____
2. Permanent Main Office Address_____
3. Official Mailing Address for This Contract_____
4. When Organized?_____
5. Where Incorporated, If a Corporation_____
6. Years Contracting under Present Name_____
7. List contracts on hand, and those completed similar in nature to this kind of project.

Owner Name	Owner Phone #	Engineer	Contract Description	Contract Amount	Completion Date

8. List any work the firm has failed to complete in the last five years, state where and why.

9. If you have ever defaulted on any contract, state where and why.



10. List full names of all principals (i.e. Officers, Directors, Partners, Owners) interested in this bid.

Name	Title	Firm
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

11. State name(s) and qualifications of resident supervisor(s) for this project.

12. List major equipment available for this project and identify ownership or rental.

13. List bank references for verifying financial ability of your company.

Name	Address
_____	_____
_____	_____

14. The undersigned hereby authorized and requests any person, firm or corporation, to furnish all information requested by the Owner and/or its designated agents relative to the recitals comprising this Statement of the Bidder's Qualifications.

Dated at _____ this _____ day of _____ 20__.

(Name of Bidder)

By: _____

(Title)



Town of Marion
Paving Materials Bid

State of _____

County of _____

_____ being duly sworn in person, deposes and says

that he is _____ of _____,
(Title) (Name of Bidder)

that he is the firm's duly authorized agent to execute these contract documents, and that the answers to the foregoing questions and all statements therein contained are correct and true.

Subscribed and sworn to before me this _____ day of _____ 20__.

(SEAL)

(Notary Public)



APPENDIX C – PREVAILING WAGE RATES