



OFFICE OF THE PURCHASING AGENT

TOWN OF ARLINGTON
730 Massachusetts Avenue
Arlington, MA 02476

Telephone (781) 316-3003
Fax (781) 316-3019

DATE: May 25, 2017

TO ALL BIDDERS

BID NO. 17-33

SUBJECT: Rubber Chip Seal Surface Treatment/Various Locations

ADDENDUM NO. 1

TO WHOM IT MAY CONCERN:

With reference to the bid request relative to the above subject, please note the following:

REPLACE ORIGINAL BID PAGES WITH CORRECTED PAGES ATTACHED.

ADDENDUM MUST BE ACKNOWLEDGED WITH BID SUBMISSION.

All other terms, conditions and specifications remain unchanged.

Very truly yours,

Town of Arlington

Domenic R. Lanzillotti
Purchasing Officer

I. INVITATION FOR BID

Sealed bids are invited and will be received by the Town Manager, Town of Arlington, Massachusetts, until **11:00 A.M., Thursday, June 1, 2017** at the Office of the Purchasing Agent, Town Hall, Arlington, Massachusetts 02476, at which time and place they will be publicly opened and read.

A BID DEPOSIT IN THE FORM OF CASH, CERTIFIED CHECK, OR TREASURER'S CHECK, shall accompany every bid. The amount of such bid deposit shall be FIVE PERCENT (5%) of the value of the bid.

Specifications and proposal forms will be available at the Office of the Purchasing Agent, Town Hall, Arlington, Massachusetts. All bids must be in sealed envelopes plainly marked: **BID ON: Rubber Chip Seal Surface Treatment, BID# 17-33.**

The conditions of employment as set forth in Sections 26 to 27D and 27F of Chapter 149 of the General Laws, as amended, shall prevail in the execution of the work under this contract.

Attention is called to the fact that minimum wage rates and health and welfare and pension fund contributions are established for this contract and are a part of the specifications.

Work under this contract shall be governed by M.G.L.Ch.30, Sec. 39M.

Attestation Forms pursuant to M.G.L. Ch. 62C, Sec. 49A and M.G.L. Ch. 701 of the Acts of 1983 are enclosed and shall be submitted with bids.

By-law of the Town of Arlington, Title 1, Article 16, Minority/Woman Workforce Participation in Construction Projects which exceed \$200,000.00 is part and parcel of the bid.

Proposals are for placement of an Rubber Chip Seal Surface Treatment at various locations in the Town of Arlington, MA.

It is the intention of the Owner to award the Contract to the lowest qualified responsive bidder. The bidder must submit a bid on all bid items in the Contract.

All proposals to include prices in both writing and in figures, and must be signed by the bidder with his business address.

An increase or decrease in the quantity of work shall not be regarded as a sufficient ground for and increase in the unit prices.

To receive consideration, bids must be in the hands of the Purchasing Agent or his authorized representative not later than the day and hour *above* mentioned. For further information relative to this bid, please confer with Domenic R. Lanzillotti, Director, Purchasing Department, Town Hall, Arlington, Massachusetts, 02476.

OSHA Construction Training Required: As of July 1, 2006, under M.G.L. -Chapter 30, Section 39s, any person, submitting a bid for, or signing a contract to work on, the construction, reconstruction, alteration, remodeling or repair of any public work by the Commonwealth of Massachusetts/Town of Arlington, and estimated by the awarding Authority to cost more than \$10,000, shall certify on the Bid or Contract, under penalty of perjury, that all employees to be employed at the work 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

The Town Manager reserves the right to cancel any invitation for bids, to reject in whole or in part any and all bids, when it is deemed in the best interest of the Town of Arlington to do so.

Adam W. Chapdelaine
Town Manager
Date: May 16, 2017

II. INSTRUCTION TO BIDDERS

1. Receipt of Bids

The Town may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informality in or reject any bids. Any bid may be withdrawn before the time for the opening of bids. Any bid received after the time and date specified shall not be considered. No bidder may withdraw his/her bid for a period of 30 days, excluding Saturdays, Sundays, and legal holidays after actual date of the opening thereof.

2. Preparation of Bid

Each bid shall be submitted on the forms attached to these documents. The bid forms may be removed and submitted separately from the other documents. All blank spaces for bid prices must be filled in with the unit price for the item or the lump sum for which the proposal is made. Bidders must bid on each item. All entries in the entire proposal must be made clearly, and prices written in both words and figures in the spaces provided.

Each bid must be in a sealed envelope addressed to the Office of the Purchasing Agent, 730 Massachusetts Avenue, Arlington, Massachusetts, 02476; and bearing on the outside the name of the bidder, his/her address, the name of the project for which the bid is submitted, and the notation **BID ON: RUBBER CHIP SEAL SURFACE TREATMENT, BID# 17-33.**

3. Bid Security

Every bid submitted by contractors shall be accompanied by a bid deposit in the form of cash, certified check, treasurer's or cashier's check, or a bid bond issued by a responsible bank or trust company and made payable to the Town of Arlington. The amount of the bid deposit shall be 5% of the amount of the bid. All security except those of the three lowest responsible and eligible bidders will be returned within ten days, Saturdays, Sundays, and legal holidays excluded, after opening of the bid. All bid securities will be returned on the execution of the contract or if no award is made within 30 days, excluding Saturdays, Sundays, and legal holidays, after the actual date of the opening thereof, unless forfeited under the conditions herein stipulated.

In case a party to whom a contract is awarded shall fail or neglect to execute the contract and furnish the satisfactory bond in the time specified, the Town may determine the bidder has abandoned the contract and thereupon the proposal and acceptance shall be null and void, and the bid security accompanying the proposal shall be forfeited to the Town as liquidation damages for such failure or neglect and indemnify the Town for any loss which may be sustained by failure of the bidder to execute the contract and furnish the bonds as aforesaid, provided that, in case of death, disability, or other unforeseen circumstances affecting the bidder, such bid security may be returned to him/her.

After execution of the contract and acceptance of the bonds by the Town, the bid security accompanying the proposal of the successful bidder will be returned.

4. Time of Completion

The bidder must agree to commence work within sixty (60) business days from the date of signing the contract and to fully complete the project within the time specified within the Special Provisions section of this document.

5. Performance and Labor Material Bonds

A performance bond in the sum of 50% of the total amount of the Contract by the successful bidder and an additional bond in equal amount covering the payment for all labor and materials used in the work will be required. A surety company authorized to do business in Massachusetts and satisfactory to the Town of Arlington must provide these bonds. These bonds will be required at the execution of the contract. Attorneys-in-fact who sign contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

LABOR & MATERIALS BOND

KNOW BY ALL MEN BY THESE PRESENTS, that _____
as principals, and _____ as surety are held and firmly bound unto the
Town of Arlington, in the sum of _____ lawful money of the United
States of America, to be paid to the Town of Arlington, for which payments, well and truly to be made, we bind ourselves,
our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principal has made contract with the Town of Arlington bearing the date of
_____, for Installation of a Rubber Chip Seal Surface Treatment in the
Town of Arlington.

Now the condition of this obligation is such that if the principal shall pay for all labor performed or furnished and for all
materials used or employed in said contract and in any and all duly authorized modifications, alterations, extensions of
time, changes or additions to said contract that may hereafter be made, notice to the surety of such modifications,
alterations, extensions of time, changes or additions being hereby waived, the foregoing to include any other purposes or
items set out in, and to be subject to, the provisions of Massachusetts General Laws (Ter. Ed.), Chapter 30, Section 39A
as amended and Chapter 149, Section 29 as amended, then this obligation shall become null and void; otherwise it shall
remain in full force and virtue.

IN WITNESS WHEREOF we hereunto set our hands and seals this _____ day of _____
2016.

_____	SEAL
_____	SEAL
	PRINCIPAL
_____	SEAL
_____	SURETY

VI. SPECIAL PROVISIONS

1. Scope of Work

The Work under this Contract consists of furnishing all necessary labor, materials, equipment, & services required for the application of a Rubber Chip Seal Surface Treatment on approximately 40,000 square yards of roadways at various locations in Town. Prior to the commencement of the work, the Town of Arlington Engineering Division will mark the limits and locations of work in the field.

The estimate total value of this contract is projected to be \$300,000, depending on available funding. Quantities are indeterminate and are provided only for the purpose of comparing bids. The Town of Arlington reserves the right to increase or decrease the estimated total value of this contract without any changes in the Contractor's unit bid prices.

All items of work in this contract shall be in conformance with the "Commonwealth of Massachusetts, Highway Department (MHD) Standard Specifications for Highway and Bridges", dated 1988, including the latest supplements and addendum thereto; the 2012 Construction Standards; the Arlington DPW Design & Construction Standards, the 2009 Manual on Uniform Traffic Control Devices and addendum thereto; the 1990 Standard Drawings for Signs and Supports; the 1968 Standard Drawings for Traffic Signals and Highway Lighting; the American Standards for Nursery Stock (ANSI Z 60.1 - 1986); and these Special Provisions.

2. Contract Requirements & Definitions

The words "municipal" or "municipality" in this document shall mean the Town of Arlington.

The materials are subject to inspection prior to the awarding of a Contract. All materials shall meet or exceed the requirements as written in the Specifications.

No contract award will be deemed to be legally made until a completed and signed contract is executed. The Contractor shall comply with all state and local laws, ordinances and regulations governing the type of work called for in these specifications, particularly in reference to safety and fire regulations.

The Contractor must have a supervisor or foreman available at all times to direct operations. This supervisor or foreman will report to the Town any problems as well as give progress reports.

The Contractor must show by past performance that he is capable of performing a contract of this magnitude and must enclose a list of other contracts he has completed in other cities and towns.

The Contractor agrees not to sublet or assign the Contract in whole or in part without the written approval or the written authorization of the Town. However, nothing contained in this agreement shall create any contractual relationship between a subcontractor and the Town.

3. Schedule & Safety Measures for Construction Impacts

Prior to any construction activities commencing, the Contractor shall coordinate a Pre-Construction meeting with the Town of Arlington Police Department and Town of Arlington Engineering Division to discuss scheduling, notification requirements, traffic management, and other job particulars.

Work, unless otherwise noted, is restricted to a ten-hour window, five-day week, with the Prime Contractor and all subcontractors working on the same shift. The daily work shift shall begin no sooner than 7:00 A.M. and shall end no later than 5:00 P.M.

No work shall be performed on Saturdays, Sundays, or Holidays without the expressed written approval of the Town and the concurrence of the Chief of Police, except in the situation of On-Call Emergency Services. Such approval shall be requested one week in advance of the date upon which the Contractor wishes to perform work.

The Contractor shall perform the work to a schedule prepared by the Contractor and approved by the Town. All work shall be scheduled only at times acceptable to the Town. The Contractor shall indicate the amount of time required to perform the work and present a tentative schedule to complete such work (weather permitting).

The Contractor shall schedule the work in a manner that facilitates the completion of work at one location while starting the work at another. Excavation shall be limited to those areas that the Contractor can finish in a reasonable amount of time.

At the end of each workday, all safety control devices shall be in place so that traffic flow can resume and safety is enhanced. It is the Contractor's responsibility to provide all appropriate warning signs, reflectorized drums, flashers, and other safety control devices necessary. Street closures, lane closures, partial lane closures, and detours are all considered part of the traffic management measures required under the Contract.

Any detours proposed by the contractor must be submitted to the Town, Police and Fire Department of the Town of Arlington at least 72 hours prior to the implementation of the detour. The contractor must receive written approval of the detour prior to the commencement of the scheduled work. Each submitted detour plan shall conform to the relevant section of Part VI of the Manual for Uniform Traffic Control Devices (MUTCD)

4. Qualification

The Contractor shall be responsible for payment of prevailing wages for work performed as determined by the Director of Labor and Industries under the provisions of the Massachusetts General Laws, Chapter 149, Sections 26 to 27D.

5. Inspection

One or more inspectors may be assigned by the Town to oversee construction of the work, and shall have the authority to monitor the work. All costs associated with inspection shall be borne by the Town.

All extra work orders will require written approval by the Town before performing the work.

6. Work by Others and Cooperation by the Contractor

Agents of various Public Service Agencies, Municipal and State Departments may be entering on the work site to remove existing facilities, to construct or place new facilities or to make alterations to existing facilities.

The Contractor shall perform the work in cooperation with the various agencies in a manner, which causes the least interference with the operations of the aforementioned agencies and shall have no claim for delay, which may be due, or result, from said work of these agents.

The Contractor shall be fully responsible for arranging and coordinating his work that is to be performed by others. This coordination and phasing shall be submitted to the Town for his approval.

Work required on all private utilities made necessary by the construction of this project will be accomplished by the respective utility companies at no additional cost to the Town. Each utility company shall be responsible for their own safety control including detail officers if required

7. Public Safety & Convenience

The Contractor's attention is directed to the fact that work on this project is to be performed on streets, which are utilized by pedestrians as well as by vehicles. The Contractor shall be responsible for the installation of adequate precautions and other safety measures and controls deemed necessary by the Town for the Contractor's own personnel. Any automotive equipment not protected by traffic cones or plastic drums that is working on a public way under this project shall have one amber flashing warning light mounted on the cab

19. Contract Guarantee & Retainage

The Contractor shall guarantee the completed job relative to workmanship and material for one year from date of project acceptance by the Town.

There will be a retainage of five (5%) percent of the value of all the items of work. The Town will hold the above retainage for a period of one (1) year from the date of satisfactory completion of the work.

20. Precautions under Electric Lines

The Contractor's attention is directed to the AASHTO Guide on Occupational Safety on Highway Construction Projects, Subpart N, 1926.550, relating to construction equipment clearances at overhead electric lines, which states in part "...the minimum clearance between the lines and any part of the crane or load must be at least ten feet from lines rated 50 KV or below, and greater distances for higher voltage..."

For the protection of personnel and equipment, the Contractor shall be aware of this regulation especially during paving operations using large semi-trailer vehicles.

21. Asphalt Cost Adjustment Clause

The Contract Price of any hot mix asphalt product will be paid under the respective items in this Contract. The price adjustment, upwards or downwards, will be made after the work has been performed, using the monthly period price for the month during which work was performed.

The price adjustment applies only to the actual virgin liquid asphalt content in the mixture placed on the job in accordance with the Standard Specifications for Highways and Bridges, Division III, Section M3.11.03.

The MassDOT Price Adjustments website (<http://www.mhd.state.ma.us/default.asp?pgid=content/fuelPrices&sid=about>) will be used in adjusting asphalt bid prices when 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 Base Price shall be defined as that posted in the month and year in which the Bid for this work was submitted to the Town of Arlington. The Period Price shall be defined as the time of actual asphalt installation.

The price adjustment shall be a separate payment item. It will be determined by multiplying the number of tons of hot mix asphalt placed during each monthly period times the liquid asphalt content percentage times the variance in price between Base Price and Period Price of liquid asphalt

22. Contract Term

The work specified in this contract shall begin June 15, 2017 and end September 15, 2017. A second (May 15, 2018 - September 15, 2018) and third (May 1, 2019 - September 15, 2019) year renewal option in one (1) year increments at the sole discretion of the Town of Arlington. Renewal years subject to appropriation of funds.

for Highway and Bridges”, dated 1988, including the latest supplements and addendum thereto and as directed by Engineer.

8.5.2 Method of Measurement

Adjustment of Water/Gas Gate Boxes shall be measured in place by the unit each, complete and approved.

8.5.3 Basis of Payment

The unit bid price per each shall include all labor, materials and equipment necessary to complete the work as necessary or as directed by the Owner.

8.6 Item 5: Rebuild of Drainage/Sanitary Structures

8.6.1 Description

Work under this item shall include rebuilding of existing masonry sewer manhole structures, stormwater manhole structures, and catch basin structures in preparation of placement of the Rubber Chip Seal Surface Treatment. The casting and deteriorated masonry shall be removed in a neat manner until a clean, sound base is obtained upon which concrete blocks and clay bricks may be set to rebuild the structure. Rebuild of Drainage/Sanitary Structures will be paid for at the contract unit price per vertical foot complete in place. Work under this item shall be in conformance with Section 220 of the “Commonwealth of Massachusetts, Highway Department (MHD) Standard Specifications for Highway and Bridges”, dated 1988, including the latest supplements and addendum thereto and as directed by Engineer.

8.6.2 Method of Measurement

Rebuild of Drainage/Sanitary Structures will be measured per vertical foot complete in place.

8.6.3 Basis of Payment

Rebuild of Drainage/Sanitary Structures will be paid for at the contract unit bid price per ton complete in place which shall include all labor, materials and equipment necessary to complete the work as necessary or as directed by the Town.

8.7 Other Work:

Measurement of and payment for other work such including cutting and patching, leveling and structure adjustment shall be bid as separate item(s).

Sweeping shall be considered incidental work associated with this contract.

Crack Sealing is to be performed by the Town prior to work commencing.w

9.0 GUARANTEE

Any material or workmanship found to be defective for up to one (1) year from the date of acceptance by the Director shall be replaced by the Contractor at no cost to the Town of Arlington. Upon notification of defective material or workmanship, the Contractor shall immediately replace such defective areas.

BID FORM

BASE BID: ASPHALT-RUBBER SURFACE TREATMENT applied to town prepared roadways in accordance with the attached specifications.

Price per Square Yard \$ _____

Bidder: _____ Phone: _____

Address: _____ Fax: _____

Signature: _____

Printed Name & Title: _____

Date: _____

DELETED