

CONTRACT FOR  
CRACK SEALING SERVICES/  
VARIOUS LOCATIONS  
TOWN OF ARLINGTON, MASSACHUSETTS  
BID # 21 - 10

**2021**  
TOWN OF ARLINGTON  
DEPARTMENT OF PUBLIC WORKS  
TOWN OF ARLINGTON MASSACHUSETTS  
INVITATION TO BID # 21 - 10  
CRACK SEALING SERVICES/VARIOUS LOCATIONS

Sealed bids are invited and will be received by the Town Manager, Town of Arlington, Massachusetts, until **10:00 A.M., Wednesday, June 02, 2021** 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: BID # 21 - 10 CRACK SEALING SERVICES/VARIOUS LOCATIONS. WEDNESDAY, June 2, 2021 AT 10:00 A.M.**

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.

Proposals are for crack sealing of bituminous concrete pavement at various locations in the Town of Arlington.

**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.

TOWN OF ARLINGTON

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Adam W. Chapdelaine  
Town Manager

## **I 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: BID # 21 -10 CRACK SEALING SERVICES/VARIOUS LOCATIONS.**

### **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 ten (10) 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 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.

## 6. Laws and Regulations

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

## 7. Withdrawal of Bids

Upon proper written request and identification, Bids may be withdrawn only as follows:

- a. At any time before the designated time for the opening of Bids.
- b. Death or serious injury of a principal.
- c. With the written approval of the Town of Arlington Office of the Purchasing Director.
- d. At any time after the expiration of the period during which withdrawal is prohibited provided the bid has not been accepted by the Town.

## 8. Execution of Contract

The party to whom the contract is awarded shall be required to execute the contract and furnish the bonds duly executed with a satisfactory surety company within five days, excluding Saturdays, Sundays, and legal holidays, of the date of the mailing of the notice to the bidder according to the address given by him/her, that the contract is ready for execution.

## 9. Obligation of Bidder

At the time of the opening of bids, each bidder shall be presumed to have read and to be thoroughly familiar with the contract documents. The failure or omission of any bidder to receive or examine any form, instrument, or documents shall in no way relieve any bidder from the obligation in respect to their bid.

## 10. Omissions, Discrepancies, Interpretations and Addenda

Should a bidder find discrepancies in, or omissions from, the drawings or contract documents, or should he/she have questions as to the interpretation of the plans or contract documents he/she shall submit such in writing to the Director of Purchasing at least five (5) days before the date herein set for the opening of bids. An interpretation will be mailed by certified mail to prospective bidders at the addresses given by

them on or about two (2) days before the opening of bids. Signed copies of all addenda shall be included with the bid; omission of the signed addendum shall be cause for rejection of the bid.

#### 11. Record of Address

Prospective bidders shall at the time plans and specifications are secured place on file with the Director of Purchasing their address, and are required to make any changes necessary to insure that the record is accurate, complete, and up to date.

#### 12. Massachusetts Sales and Use Tax

Materials purchased for permanent installation in the work will be exempt from the Massachusetts Sales and Use tax. Each bidder shall consider this exemption in calculating his/her bid for the work.

#### 13. State Tax Affidavit

Prospective bidders are required to certify that all state tax returns have been filed and all state taxes have been paid in order to be eligible to enter into a contract with the Town on this project. The included form is to be used for this purpose and is to be completed and returned as part of the bid and proposal.

#### 14. Minimum Wage Rates

Prevailing rates for wages for work performed under this Contract will be as predetermined by the Commissioner of Labor and Industries of the Commonwealth of Massachusetts in accordance with the provisions of Sections 26 to 27D, inclusive, of c.149 of M.G.L. A schedule of the prevailing wages is included in the Minimum Wage Rates Section.

#### 15. Sub-bids

No sub bids shall be sought in connection with this Contract.

#### 16. All bidders shall submit the following supplemental information with a fee proposal:

- a. Name, address and phone number of a minimum of three (3) references that can vouch for the performance of the bidder
- b. Proof of Liability and Worker's Compensation Insurance Coverage
- c. Completed tax attestation form
- d. Bid deposit

## II LOCATION OF WORK

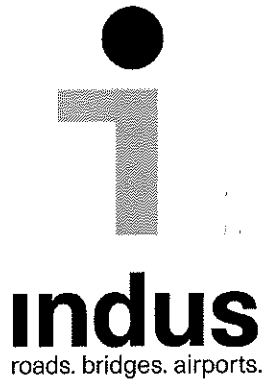
1. Proposed scope of work will be on various streets and intersections and as directed by the Arlington Engineering Division.

### III PROPOSAL

To the Town of Arlington, Massachusetts, herein called the TOWN, acting through its Town Manager; the undersigned, as bidder, declares as follows:

- a. The only persons or parties interested in this proposal as Principals are named in this proposal;
- b. This proposal is made without collusion with any other Person, firm or corporation;
- c. He has carefully examined the requirements of the proposed work;
- d. This proposal is based solely on his own investigation and research and not in reliance upon any survey, report or representations of any employee, officer or agent of the TOWN; and the undersigned proposes and agrees that if this proposal is accepted, he will contract with the TOWN, this Contract Bid Form being part of and included in said CONTRACT, to provide all necessary supervision, labor, equipment, machinery, tools, apparatus, and other means of service necessary to complete the requirements in the CONTRACT; and that he will take in full payment thereof the following sums to wit:

Bidders must bid on each item. All entries in the Contract Bid Form must be made clearly and in ink, and prices must be written in both words and figures in the space provided. Bidders should insert computed totals in the spaces provided therein:



### Certificate of Corporate Vote

At a meeting of the Board of Directors of SEALCOATING, INC. DBA INDUS held on January 4, 2021, at which all the Directors were present or waived notice, it was

VOTED: That Elizabeth Wuori, President of this Company and Richard L. Goodick, Vice President of this Company, be and he hereby are authorized to execute bids, contracts and bonds in the name and behalf of said Company; and affix its corporate seal thereto; and such execution of any contract or obligation in this company's name on its behalf by such President and Vice President, under seal of the Company, shall be valid and binding upon this Company.

A true copy

ATTEST: April Durant  
Clerk/Secretary

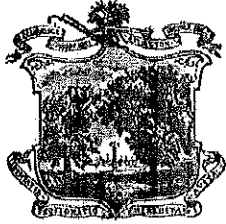
Place of business: Braintree, MA

Date of this contract: \_\_\_\_\_

I hereby certify that I am the clerk of SEALCOATING, INC. DBA INDUS that Elizabeth Wuori and Richard L. Goodick are respectively the duly elected President and Vice President of said Company, and that the above vote has not been amended or rescinded and remains in full force and effect as of this date.

April Durant  
April Durant, Clerk





Engineering Division

# TOWN OF ARLINGTON

Department of Public Works

51 Grove Street

Arlington, Massachusetts 02476

Office (781) 316-3320 Fax (781) 316-3281

## **BID SUBMITTAL SHEET**

**YEAR 1: JULY 1, 2021 to JUNE 30, 2022**

Description	Estimated Quantity	Unit Price
Furnishing all necessary labor, materials, and services for <b>Fiber Reinforced Crack Seal Treatment of Bituminous Concrete Pavements</b> at Various Locations in Arlington, MA <b>during standard work hours.</b>	3,500 Gallons	\$ <u>8.50</u> / Gallon
Furnishing all necessary labor, materials, and services for <b>Polymer &amp; Crumb Rubber Modified Crack Seal Treatment of Bituminous Concrete Pavements</b> at Various Locations in Arlington, MA <b>during reduced work hours.</b>	900 Gallons	\$ <u>10.99</u> / Gallon
Furnishing all necessary labor, materials, and services for <b>Polymer &amp; Crumb Rubber Modified Crack Seal Treatment of Bituminous Concrete Pavements</b> at Various Locations in Arlington, MA <b>during night work hours.</b>	500 Gallons	\$ <u>10.22</u> / Gallon
<b>TOTAL:</b>		\$ <u>44,751.00</u>
<b>*** Total Annual Contract Value not to Exceed \$50,000 ***</b>		

Firm Name: Sealcoating, Inc. dba indus

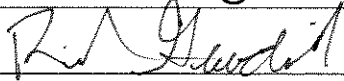
Address: 825 Granite Street

Braintree, MA 02184

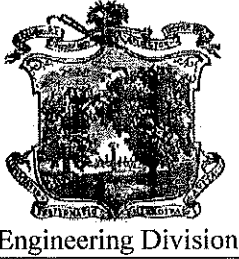
Phone Number: (781) 428-3400

Fax Number: (781) 428-3430

Email Address: Richard.Goodick@indusinc.com

Authorized Signature: 

Print Authorized Name: Richard L. Goodick, Vice President



**TOWN OF ARLINGTON**  
 Department of Public Works  
 51 Grove Street  
 Arlington, Massachusetts 02476  
 Office (781) 316-3320 Fax (781) 316-3281

Engineering Division

## **BID SUBMITTAL SHEET**

**YEAR 2: JULY 1, 2022 to JUNE 30, 2023**

Description	Estimated Quantity	Unit Price
Furnishing all necessary labor, materials, and services for <b>Fiber Reinforced Crack Seal Treatment of Bituminous Concrete Pavements</b> at Various Locations in Arlington, MA <b>during standard work hours.</b>	3,500 Gallons	\$ <u>8.95</u> / Gallon
Furnishing all necessary labor, materials, and services for <b>Polymer &amp; Crumb Rubber Modified Crack Seal Treatment of Bituminous Concrete Pavements</b> at Various Locations in Arlington, MA <b>during reduced work hours.</b>	900 Gallons	\$ <u>11.60</u> / Gallon
Furnishing all necessary labor, materials, and services for <b>Polymer &amp; Crumb Rubber Modified Crack Seal Treatment of Bituminous Concrete Pavements</b> at Various Locations in Arlington, MA <b>during night work hours.</b>	500 Gallons	\$ <u>10.79</u> / Gallon
<b>TOTAL:</b>		\$ <u>47,160.00</u>
*** Total Annual Contract Value not to Exceed \$50,000 ***		

Firm Name: Sealcoating, Inc. dba indus

Address: 825 Granite Street

Braintree, MA 02184

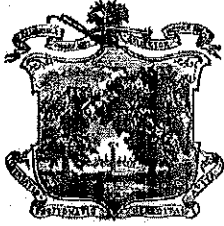
Phone Number: (781) 428-3400

Fax Number: (781) 428-3430

Email Address: Richard.Goodick@indusinc.com

Authorized Signature: 

Print Authorized Name: Richard L. Goodick, Vice President



Engineering Division

# TOWN OF ARLINGTON

Department of Public Works

51 Grove Street

Arlington, Massachusetts 02476

Office (781) 316-3320 Fax (781) 316-3281

## BID SUBMITTAL SHEET

YEAR 3: JULY 1, 2023 to JUNE 30, 2024

Description	Estimated Quantity	Unit Price
Furnishing all necessary labor, materials, and services for <b>Fiber Reinforced Crack Seal Treatment of Bituminous Concrete Pavements</b> at Various Locations in Arlington, MA during <b>standard work hours</b> .	3,500 Gallons	\$ <u>9.09</u> / Gallon
Furnishing all necessary labor, materials, and services for <b>Polymer &amp; Crumb Rubber Modified Crack Seal Treatment of Bituminous Concrete Pavements</b> at Various Locations in Arlington, MA during <b>reduced work hours</b> .	900 Gallons	\$ <u>12.23</u> / Gallon
Furnishing all necessary labor, materials, and services for <b>Polymer &amp; Crumb Rubber Modified Crack Seal Treatment of Bituminous Concrete Pavements</b> at Various Locations in Arlington, MA during <b>night work hours</b> .	500 Gallons	\$ <u>11.36</u> / Gallon
<b>TOTAL:</b>		\$ <u>48,502.00</u>
*** Total Annual Contract Value not to Exceed \$50,000 ***		

Firm Name: Sealcoating, Inc. dba indus

Address: 825 Granite Street

Braintree, MA 02184

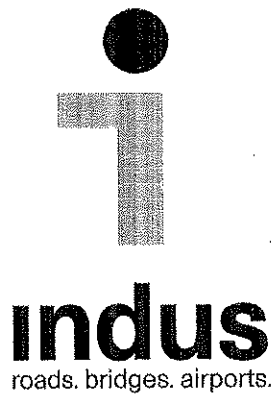
Phone Number: (781) 428-3400

Fax Number: (781) 428-3430

Email Address: Richard.Goodick@indusinc.com

Authorized Signature: 

Print Authorized Name: Richard L. Goodick, Vice President



## Fiber Reinforced Crack Sealing References

### **City of Taunton, MA (Customer since 2009)**

Department of Public Works  
90 Ingell Street  
Taunton, MA 02780  
Contact: Bruce Emond, DPW Divisions Supervisor  
Ph: (508) 821-1434  
Email: bemon@taunton-ma.gov  
Fx: (508) 821-1437  
Job #02-20-0233  
Start Date: 08/18/2020  
Completion Date: 09/04/20  
Contract Amount: \$158,895.04

### **City of Bridgeport, CT (Customer since 2013)**

Public Facilities  
990 Housatonic Ave.  
Bridgeport, CT 06604  
Ph: (203) 576-3950  
Contact: Craig Nadrizny, Public Facilities Manager  
Fx: (203) 576-3957  
Job #02-19-0236  
Start Date: 04/27/20  
Completion Date: 05/13/20  
Contract Amount: \$251,409.60

### **Town of North Reading, MA (Customer since 1998)**

Department of Public Works  
235 North Street  
North Reading, MA 01864  
Contact: John Klipfel, Engineer  
Ph: (978) 357-5226  
Email: jklipfel@northreadingma.gov  
Fx: (978) 664-1713  
Job #02-20-0054  
Start Date: 05/26/20  
Completion Date: 07/20/20  
Contract Amount: \$174,689.28

### **City of Springfield, MA (Customer since 2018)**

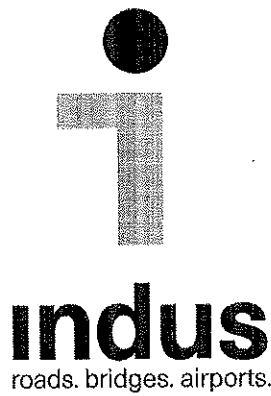
Department of Public Works  
P.O. Box 995  
Springfield, MA 01108  
Contact: Andrew Krar, City Engineer  
Ph: (413) 750-2610  
Email: akar@springfieldcityhall.com  
Fx: (413) 787-6295  
Job #02-20-0134  
Start Date: 06/22/20  
Completion Date: 07/09/20  
Contract Amount: \$196,762.86

### **Village of New Hempstead, NY (Customer since 2020)**

108 Old Schoolhouse Road  
New City, NY 10956  
Contact: Glenn McCreedy, Village Engineer  
Ph: (845) 266-6441 x101  
Email: gmccreedy@cividesignworks.com  
Job #02-20-0262  
Start Date: 09/02/2020  
Completion Date: 09/11/20  
Contract Amount: \$104,169.84

### **Town of Ledyard (Customer since 2011)**

741 Colonel Ledyard Highway  
Ledyard, CT 06339  
Contact: Steven Masalin, Director of Public Works  
Ph: (860) 464-1100  
Email: public.works.director@ledyardct.org  
Fx: (860) 464-1126  
Job #02-20-0066  
Start Date: 04/06/20  
Completion Date: 08/03/20  
Contract Amount: \$164,840.50



## Polymer & Crumb Rubber Modified Crack Sealing References

### **Town of Southbury, CT (Customer since 2013)**

501 Main Street South  
Southbury, CT 06488  
Ph: (203) 262-0622  
Contact: Jim Sugden, Road Foreman  
Email: pwroads@southbury-ct.gov  
Job #02-19-0007  
Start Date: 06/16/2020  
Completion Date: 06/24/2020  
Contract Amount: \$310,381.17

### **Town of Lexington, MA (Customer since 2010)**

Department of Public Works  
Samuel Hadley Public Services Bldg.  
201 Bedford Street  
Lexington, MA 02420  
Ph: (781) 862-0500  
Contact: John Livsey, Town Engineer  
Fx: (781) 274-8392  
Email: jlivsey@lexingtonma.gov  
Job #02-20-0085  
Start Date: 05/18/2020  
Completion Date: 07/06/2020  
Contract Amount: \$91,438.70

### **Town of Middleboro, MA (Customer since 1998)**

Department of Public Works  
48 Wareham Street  
Middleboro, MA 02346  
Ph: (508) 946-2420  
Contact: Chris Peck, DPW Superintendent  
Fx: (508) 946-0058  
Email: cpeck@middleborough.com  
Job #02-20-0127  
Start Date: 06/11/2020  
Completion Date: 9/01/2020  
Contract Amount: \$87,575.00

### **City of Nashua, NH (Customer since 2017)**

Department of Public Works  
9 Riverside Street  
Nashua, NH 03062  
Ph: (603) 589-4750  
Contact: Lisa Fauteux, Director of Public Works  
Fx: (603) 589-3169  
Email: FauteuxL@nashuanh.gov  
Job #02-20-0153  
Start Date: 07/13/2020  
Completion Date: 08/18/2020  
Contract Amount: \$242,477.00

### **Town of Agawam, MA (Customer since 2011)**

Department of Public Works  
36 Main Street  
Agawam, MA 01001  
Ph: (413) 726-2803  
Contact: Michael Albro, Assistant Town Engineer  
Fx: (413) 821-0631  
Email: malbro@agawam.ma.us  
Job #02-20-0200  
Start Date: 07/14/2020  
Completion Date: 08/14/2020  
Contract Amount: \$99,622.74

### **Town of Easton, MA (Customer since 2009)**

Department of Public Works  
417 Bay Road  
South Easton, MA 02375  
Ph: (508) 230-0800  
Contact: David Field, Director of Public Works  
Fx: (508) 230-0812  
Email: dfield@easton.ma.us  
Job #02-20-0048  
Start Date: 03/26/2020  
Completion Date: 04/25/2020  
Contract Amount: \$83,131.50



# IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED AND PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

### SCHEDULE

Designated Person(s) or Organization(s):

All persons or organizations where required by written contract

- A. SECTION II – COVERED AUTOS LIABILITY COVERAGE , paragraph 1. Who Is An Insured is amended to include the person(s) or organization(s) shown in the above Schedule as an additional "insured", but only with respect to "accidents" arising out of your work while being performed for such person(s) or organization(s).
- B. The following is added to the Other Insurance Condition in the Business Auto Coverage Form and the Other Insurance – Primary And Excess Insurance Provisions in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This policy's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to the "insured" person(s) or organization(s) shown in the above Schedule provided that

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
All persons or organizations when required by written contract or agreement	All locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;  
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
All persons or organizations when required by written contract or agreement	All completed operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

### Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

#### **IV SCOPE OF WORK**

##### **1. Crack Sealing**

The work under this contract consists of furnishing all necessary labor, materials, equipment and services to provide crack sealing services on town roadways at various locations in the Town of Arlington, as well as all incidental items (contract limited to \$50,000) necessary to complete work described herein.

##### **2. General**

**All work done under this contract shall be in conformance with the Commonwealth of Massachusetts Department of Public Works STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES DATED 1988, THE SUPPLEMENTAL SPECIFICATIONS DATED JUNE 26, 1989, THE SUPPLEMENTAL SPECIFICATIONS DATED AUGUST 7, 1991, THE 1977 CONSTRUCTION STANDARDS, THE 1988 MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, the 1981 STANDARD DRAWINGS FOR SIGNS AND SUPPORTS, and these SPECIAL PROVISIONS.**

#### **V SPECIAL PROVISIONS**

##### **1. Definition of Terms**

All reference to Department herein and in the Commonwealth of Massachusetts, Standard Specifications for Highways and Bridges, 1988, shall refer to the Owner" as the Department of Public Works of the Town of Arlington."

##### **2. Accessibility:**

During construction, the Contractor shall maintain at least one 12-foot travel lane during the day and shall open the road up to two-way traffic at the end of the work day. Any traffic police details that may be required of this work are to be ordered by the Contractor, but will be paid for by the Town of Arlington.

The Contractor shall maintain access to all driveways at all times. If access to any driveways cannot be maintained, the Contractor shall notify the Engineer and persons affected, in writing, at least one (1) week in advance of the planned discontinuance.

Reflectorized barrels, construction signing and other devices deemed necessary by the Engineer and/or Traffic Detail Officers shall be utilized to direct traffic safely through the construction zone.

##### **3. Work Schedule**

Work shall be conducted in accordance with the following schedule/restrictions:

- Standard Work Hours: Monday - Friday, 7:00 AM - 5:00 PM
- Reduced Work Hours: Monday - Friday, 9:00 AM - 3:00 PM
- Night Work Hours: Monday - Thursday, 8:00 PM - 5:00 AM

No work shall be done on this Contract on Holidays. Work will not be allowed the day before or the day after a long weekend, which included a Holiday, without prior approval by the Engineer.

It is recognized that weather and temperature constraints for this type of work are restricted; therefore the Contractor shall schedule the work to reflect these conditions.

#### 4. Time of Completion

The work specified under this contract shall begin July 1, 2021 and end June 30, 2022

A second (July 1, 2022 - June 30, 2023) and third (July 1, 2023 - June 30, 2024) year renewal option in one (1) year increments at the sole discretion of the Town of Arlington. Renewal years subject to appropriation of Funds.

#### 5. Performance, Labor and Material Bonds

A bond in the sum 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 shall be required. A surety company authorized to do business in Massachusetts and satisfactory to the Town of Arlington must provide these bonds. These bonds shall 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.

#### 6. Bid Submission

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his/her address, and the name of the project for which the bid is submitted, and the name and number of the Contract for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as follows:

##### Bid Documents

Purchasing Director

BID 21 - 10 CRACK SEALING SERVICES/VARIOUS LOCATIONS

Town of Arlington

Town Hall, 730 Massachusetts Avenue

Arlington, Massachusetts 02476

The Owner will receive sealed bids until the time, and at the location designated in the Notice to Contractors. Bids received after this time will not be accepted. All interested parties are invited to attend; bids shall be opened publicly and read aloud.

#### 7. Interpretation of Basic Estimate of Quantities

Attention is directed to the fact that the quantities of work to be done are based on observations and available data. The estimated quantities are approximate and should be used only as a guide. No quantities are guaranteed under this contract.

#### 8. Prosecution of Work and Provisions for Travel

The Contractor shall give notice in writing to the Engineer at least seven days in advance of beginning any work affecting the maintenance of traffic where work affects the street in use by the public.

Before starting any work under this Contract, the Contractor shall submit his schedule of operations as provided herein.

The Contractor must prosecute the work efficiently and with the least possible delay.

The Contractor shall provide safe and convenient means of access to all buildings of property along the line of work at all times, coordinate the scheduling of safety and traffic details with the Arlington Police Department, and provide notification to the Arlington Department of Public Works and direct abutters at least one (1) business day prior to commencement of work adjacent to said abutter property.

#### 9. Provisions for Access at All Locations

The Contractor shall cooperate with the various utility companies and provide access through a worksite if required for their work in connection with this project.

All permanent and temporary surfaces open for traffic during construction shall be maintained by the Contractor, as directed, in accordance with the provisions of herein.

THE TOWN WILL NOT ACCEPT ANY MATERIALS DELIVERED TO ANY PROJECT IN MOTOR VEHICLES OR SEMI-TRAILER UNITS THAT EXCEED THE LEGAL MAXIMUM GROSS WEIGHT ALLOWED FOR THE PARTICULAR CLASS, AS SPECIFIED IN SECTION 19 A OF CHAPTER 90 OF THE GENERAL LAWS OF MASSACHUSETTS.

#### 10. Insurance Requirements

The limits of the several kinds of liability insurance required for this Contract, in addition to insurance for Workmen's Compensation are as listed as follows:

- a. Bodily Injury Liability insurance, in an amount not less than Five Hundred Thousand Dollars (\$500,000) for injuries, including wrongful death to any one person, and subject to the same limit for each person to an amount of not less than One Million Dollars (\$1,000,000) as account of one accident.
- b. Broad Form Property Damage Liability Insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000) for damages on account of any one accident, and in an amount not less than One Million Dollars (\$1,000,000) for damages on account of all accidents.
- c. Automobile Bodily Injury Liability Insurance, in an amount not less than Five Hundred Thousand Dollars (\$500,000) for injuries, including wrongful death to any one person and subject to the same limit for each person in an amount not less than One Million Dollars (\$1,000,000) on account of one accident.
- d. Automobile Property Damage Insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000) for damages on account of any one accident and in an amount not less than One Million Dollars (\$1,000,000) for damages on account of all accidents.
- e. Contractors Public Liability Insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000) for each occurrence and in an amount not less than One Million Dollars (\$1,000,000) annual aggregate.

#### 11. Maintenance of Traffic

During construction, the Contractor shall maintain two way traffic at all times. The Contractor shall make every effort to maintain access to all drives at all times. If access to any drives cannot be maintained, the Contractor shall notify the Engineer and persons affected, in writing, at least one (1) week in advance of

the planned discontinuance. In any case, the access shall not be discontinued for more than two (2) consecutive days without obtaining the written authorization of the Engineer.

A minimum of 24-hours prior to commencing work, the permit applicant shall contact the Town of Arlington Police Department to determine if a Police Safety Detail will be required for the proposed work.

The use of a Police Safety Detail does not eliminate the need for proper warning signs and traffic control devices during the course of construction.

It shall be the sole responsibility of the contractor to provide & employ appropriate construction signage and barriers/cones/etc as needed. All signs and devices shall be in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways and all applicable MassDOT Standards/Requirements.

Additional signage and devices shall be provided and installed as deemed necessary by the Department of Public Works and/or Police Department for the safe and efficient performance of the work and the safety of the traveling public.

During the entire course of work, the applicant and/or owner shall be responsible to properly delineate & protect the job site in accordance with current MUTCD Standards to the full satisfaction of the Arlington Police Department. Failure or inability to provide appropriate devices & signage may result in work being suspended at the discretion of the Town of Arlington.

Reflective barrels, construction signage and other devices deemed necessary by the Engineer shall be utilized to direct vehicular and pedestrian traffic safely through the construction zone. All work left unattended shall be plated or ramped and suitable work safety devices and methods shall be utilized as necessary. All sidewalks and ramps shall be barricaded with reflective barrels and warning flagging where surfaces are impaired. If determined, signs may be needed on sidewalks to direct pedestrians around construction zone. Temporary stop and one-way signs may be needed until permanent signs are installed.

All signs, barricades, and barrels shall be in accordance with materials Specification M9.30.2 of the Department's "Standard Specifications for Highways and Bridges, 1988 Edition.

## 12. Protection of Utilities and Property

The Contractor shall be responsible for maintenance and protection of all utilities and shall repair at his/her own expense any damage to such structures caused by his/her act or neglect, and shall leave them in as good condition as they were previous to the commencement of the work. In cases of damage to utilities caused by him resulting in an emergency, the Contractor shall promptly warn the Owner and shall, if requested, furnish laborers to work temporarily under the Owner's direction in getting access to the utility. Pipes or other structures damaged by the operation of the Contractor may be repaired by the Town, Department or Company, which suffers the loss. The cost of such repairs shall be at the expense of the Contractor.

## 13. Notice to Owners of Utilities

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

Before the Contractor begins any work or operations, which might damage any subsurface structures, he shall carefully locate all such structures and conduct his/her operations so as to avoid any damage to them. The following are the names and addresses of the utilities presumed to be affected, but the completeness of the list is not guaranteed:

Town of Arlington  
Town Engineer, Wayne A. Chouinard P.E. (781- 316- 3320)  
51 Grove Street  
Arlington, MA. 02476

Town of Arlington  
Water/Sewer/Highway, Operations, Dan Warren (781- 316 -3318)  
51 Grove Street  
Arlington, Ma. 02476

National Grid (Gas) (781-466-5280)  
Joe Zagarella  
52 Second Ave  
Waltham, MA 02451

Verizon (781-939-3562)  
Bob Parks  
285 Locust St #1  
Woburn, MA 01801

Eversource (781-441-8137)  
Elaine Zimmerman  
One Nstar Way SW-340  
Westwood, MA 02090

## **VI CONSTRUCTION METHODS AND MATERIAL SPECIFICATIONS**

### **1. Fiber Reinforced Crack Seal Treatment of Bituminous Concrete Pavements**

Work under this item shall consist of furnishing all plant, labor, equipment and materials necessary to perform the operation in connection with the cleaning and sealing of random cracks in asphalt pavements, and vegetation removal and sterilization of cracks where necessary on bituminous concrete roadways at various locations in the Town of Arlington.

#### **1) Material:**

Crack sealant shall be an asphalt-fiber compound designed especially for improving strength and performance of the parent asphalt sealant.

- i. The asphalt sealant shall be a grade PG 58-28 (formerly AC-10), PG 64-22 or PG 64-28 (formerly AC-20) with a penetration of 75-100.
- ii. Fiber reinforcing materials shall be short-length polyester fibers having the following properties:



Length:	7 mm
Diameter:	0.0008" +/- 0.0001"
Specific Gravity:	1.32 – 1.40
Melt Temperature:	480 Degrees Fahrenheit
Ignition Temperature:	1,000 Degrees Fahrenheit
Tensile Strength:	75,000 PSI +/- 5,000 PSI
Break Elongation:	33% +/- 9%

- iii. Asphalt-Fiber compound shall be mixed at a rate of 6-8% fiber weight to weight of asphalt cement. This compound having the same chemical base provides compatibility and exhibits excellent bond strengths. The fiber functions to re-distribute high stress and strain concentrations that are imposed on the sealant by thermal sources, traffic loading, etc.

**2) Equipment:**

The equipment used in the performance of the work shall be subject to approval of the Engineer and maintained in a satisfactory working condition at all times.

- i. Air compressors shall be portable and capable of furnishing not less than 100 cubic feet of air per minute at not less than 90 pounds per square inch pressure at the nozzle. The compressor shall be equipped with traps that will maintain the compressed air free of oil and water.
- ii. Manually operated, gas powered air-broom or self-propelled sweepers designed especially for use in cleaning highway and airfield pavements shall be used to remove debris, dirt, and dust from the cracks.
- iii. Hand tools shall consist of brooms, shovels, metal bars with chisel shaped ends, and any other tools which may be satisfactorily used to accomplish this work.
- iv. The unit used to melt the joint sealing compound shall be double boiler, indirect fired type. The space between the inner and outer shells shall be filled with a suitable heat transfer oil or substitute having a flash point of not less than 600 degrees Fahrenheit. The kettle shall be equipped with a satisfactory means of agitation the joint sealer at all times. This may be accomplished by continuous stirring with mechanical operated paddles and/or by a continuous circulating gear pump attached to the heating unit. The kettle must be equipped with thermostatic control calibrated between 200 degrees Fahrenheit and 550 degrees Fahrenheit.

**3) Procedure:**

**i. Crack Preparation:**

- a) All cracks shall be blown clean by high-pressure air. All old material and other debris removed from cracks shall be removed from the pavement surface immediately by means of power sweepers, hand brooms, or air brooms.
- b) When cracks show evidence of vegetation, it shall be removed and sterilized by use of a propane torch generating 2,000 degrees Fahrenheit and 3,000 foot/second velocity to eliminate all vegetation, dirt, moisture, and seeds.
- c) No crack sealant material shall be applied in wet cracks or where frost, snow, or ice is present nor when ambient temperature is below 25 degrees Fahrenheit.

**ii. Sealant Preparation:**

- a) Joint sealing material shall be heated and applied at temperatures specified by the manufacturer and approved by the Engineer. The minimum application temperature is 320 degrees Fahrenheit.
- b) Sealer shall be delivered to the pavement surface through a pressure hose line and applicator shoe. The shoe width and overbanding area shall not exceed three inches (3") in diameter.

When traffic requires immediate use of the roadway, a boiler slag aggregate shall be broadcast over cracks to prevent sealer pickup.

**4) Workmanship:**

All workmanship shall be of the highest quality, and excess or spilled sealer shall be removed from the pavement by approved methods and discarded. Any workmanship determined to be below the high standards of the particular craft involved will not be accepted, and will be corrected and/or replaced as required by the Engineer in charge.

It is the intent of the application of crack sealer to fill the existing cracks and seal them against the weather. Any failure due to pickup by traffic within seven days shall be redone within the payment for the original work.

**5) Method of Measurement:**

The Engineer or his inspector shall measure the volume of crack sealant in the kettle before the start of the day's work. This will be done by the use of a gauge and volume chart for the heating kettle to be furnished by the Contractor and deemed acceptable by the Engineer.

Additional crack sealant, in uniformly sized containers of standard measure, shall be added to the kettle only in the presence of the Engineer or his inspector. At the end of the day's work, the kettle shall again be gauged to ascertain the quantity remaining.

The difference between the starting and finishing measurements plus the units added during the work and subsequently placed upon the roadway cracks shall be the quantity to be paid for that day. Daily, the Contractor's foremen shall provide the Engineer, or his inspector, a signed log (or equivalent) detailing these measurements for concurrence with the measure.

**6) Basis of Payment:**

Payment for this work will be the contract unit price bid per GALLON of sealant applied to the Pavement. Payment shall include the cost of all material, equipment, tools, labor, and all incidental work necessary to complete the work.

**2. Polymer & Crumb Rubber Modified Crack Seal Treatment of Bituminous Concrete Pavements**

Work under this item shall consist of furnishing all plant, labor, equipment and materials necessary to perform the operation in connection with the cleaning and sealing of random cracks in asphalt pavements, and vegetation removal and sterilization of cracks where necessary on bituminous concrete roadways at various locations in the Town of Arlington.

**1) Material:**

Crack sealant shall be a modified asphalt-fiber compound designed specifically for improving the strength and performance of the parent asphalt sealant.

- i. The asphalt binder shall consist of a blend of neat asphalt binder, chemically modified crumb rubber (CMCR), and a polymer package, all of which meet the following specifications:
  - o The binder will meet PG 64-28E requirements after modification including:
    - PG grade requirements of AASHTO M320
    - Requirements of AASHTO TP70/MP19
  - o Modification, at a minimum, shall consist of 7% crumb rubber, and the maximum particle size for the recycled tire rubber shall be 80 mesh (#80 sieve)
  - o The asphalt supplier shall provide testing for both the neat and modified asphalt binders

- o See below for typical modified test results for 64-28E with crumb rubber:
  - DSR ORIGINAL: kPa >1.00 @ 64° C. Fail temp = 76+° C
  - DSR RTFO: kPa >2.20 @ 64° C. Fail temp = 76+° C
  - MSCR: JNR (MSCR unit of measure): 3.2 E <0.5% @ 64° C  
R3200 (Average % Recovery): >70%
  - DSR PAV: kPa <6000 @ 64° C
  - BBR: Stiffness <300 @ -18° C. M-Value >0.300 @ -18° C

ii. Fiber reinforcing materials shall be short-length polyester fibers having the following properties:

Length:	0.25 in ± 0.02 in
Elongation at Break (ASTM D2256-90):	35% ± 3%
Melting Point (ASTM D3418-82):	> 475° Fahrenheit
Crimps/Inch (ASTM D3937-90):	None
Cross Section:	Round
Denier (ASTM D1577-90):	4.5 Nominal DPF
Tensile Strength (ASTM D2256-90):	> 70,000 PSI
Diameter:	0.0008 in ± 0.0001 in
Specific Gravity (ASTM D798-91):	1.32 - 1.40

iii. Asphalt-Fiber compound shall be mixed at a rate of 8% fiber weight to weight of asphalt cement. This compound having the same chemical base provides compatibility and exhibits excellent bond strengths. The fiber functions to re-distribute high stress and strain concentrations that are imposed on the sealant by thermal sources, traffic loading, etc.

## 2) Equipment:

The equipment used in the performance of the work shall be subject to approval of the Engineer and maintained in a satisfactory working condition at all times.

- i. Air compressors shall be portable and capable of furnishing not less than 100 cubic feet of air per minute at not less than 90 pounds per square inch pressure at the nozzle. The compressor shall be equipped with traps that will maintain the compressed air free of oil and water.
- ii. Manually operated, gas powered air-broom or self-propelled sweepers designed especially for use in cleaning highway and airfield pavements shall be used to remove debris, dirt, and dust from the cracks.
- iii. Hand tools shall consist of brooms, shovels, metal bars with chisel shaped ends, and any other tools which may be satisfactorily used to accomplish this work.
- iv. The unit used to melt the joint sealing compound shall be double boiler, indirect fired type. The space between the inner and outer shells shall be filled with a suitable heat transfer oil or substitute having a flash point of not less than 600 degrees Fahrenheit. The kettle shall be equipped with a satisfactory means of agitation the joint sealer at all times. This may be accomplished by continuous stirring with mechanical operated paddles and/or by a continuous circulating gear pump attached to the heating unit. The kettle must be equipped with thermostatic control calibrated between 200 degrees Fahrenheit and 550 degrees Fahrenheit.

## 3) Procedure:

### i. Crack Preparation:

- a) All cracks shall be blown clean by high-pressure air. All old material and other debris removed from cracks shall be removed from the pavement surface immediately by means of power sweepers, hand brooms, or air brooms.

- b) When cracks show evidence of vegetation, it shall be removed and sterilized by use of a propane torch generating 2,000 degrees Fahrenheit and 3,000 foot/second velocity to eliminate all vegetation, dirt, moisture, and seeds.
- c) No crack sealant material shall be applied in wet cracks or where frost, snow, or ice is present nor when ambient temperature is below 25 degrees Fahrenheit.

ii. **Sealant Preparation:**

- a) Joint sealing material shall be heated and applied at temperatures specified by the manufacturer and approved by the Engineer. The minimum application temperature is 320 degrees Fahrenheit.
- b) Sealer shall be delivered to the pavement surface through a pressure hose line and applicator shoe. The shoe width and overbanding area shall not exceed three inches (3") in diameter. When traffic requires immediate use of the roadway, a boiler slag aggregate shall be broadcast over cracks to prevent sealer pickup.

**4) Workmanship:**

All workmanship shall be of the highest quality, and excess or spilled sealer shall be removed from the pavement by approved methods and discarded. Any workmanship determined to be below the high standards of the particular craft involved will not be accepted, and will be corrected and/or replaced as required by the Engineer in charge.

It is the intent of the application of crack sealer to fill the existing cracks and seal them against the weather. Any failure due to pickup by traffic within seven days shall be redone within the payment for the original work.

**5) Method of Measurement:**

The Engineer or his inspector shall measure the volume of crack sealant in the kettle before the start of the day's work. This will be done by the use of a gauge and volume chart for the heating kettle to be furnished by the Contractor and deemed acceptable by the Engineer.

Additional crack sealant, in uniformly sized containers of standard measure, shall be added to the kettle only in the presence of the Engineer or his inspector. At the end of the day's work, the kettle shall again be gauged to ascertain the quantity remaining.

The difference between the starting and finishing measurements plus the units added during the work and subsequently placed upon the roadway cracks shall be the quantity to be paid for that day. Daily, the Contractor's foremen shall provide the Engineer, or his inspector, a signed log (or equivalent) detailing these measurements for concurrence with the measure.

**6) Basis of Payment:**

Payment for this work will be the contract unit price bid per GALLON of sealant applied to the Pavement. Payment shall include the cost of all material, equipment, tools, labor, and all incidental work necessary to complete the work.

**3. Police Details.**

The Contractor only on approval of the Engineer shall request Police Details. The Contractor shall call in for a detail by 4:00 P.M. the previous business day. The Contractor will be responsible for cancellation of any Police Details and shall make such cancellation call at least 1 hour prior to scheduled start time. Police Details shall have the authority to control any full or partial road or sidewalk closure or detour as it pertains

to Public Safety. The Contractor shall fully comply with any reasonable request of the Police Detail for cones, barrels, signs, etc.

#### **4. Guarantee**

The Contractor guarantees that the work to be done under this contract, and the workmanship performed and the materials and equipment used in the construction of the same, shall be free from defects or flaws, that each item of equipment shall be in accordance with the specifications, that the strength of all parts of all manufactured equipment shall be adequate and that the performance test requirements of the specifications shall be fulfilled. This guarantee shall be for a period of one year from and after the date of completion of the work as stated in final estimate. The Contractor shall repair or replace as required, promptly and without charge, all work, equipment, and material, or parts thereof, which during one year which fail to meet the above guarantee during one year herein quoted.

It is hereby, however, agreed and understood that this guarantee shall not include any repairs or replacements made necessary by any cause or causes other than improper, inadequate, or defective work, workmanship, materials, or design by the Contractor or those employed directly or indirectly by him.

## CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.



\_\_\_\_\_  
(Signature of individual submitting bid or proposal)

Richard L. Goodick, Vice President

\_\_\_\_\_  
(Name of individual submitting bid or proposal)

Sealcoating, Inc. dba indus

\_\_\_\_\_  
Name of Business

May 27, 2021

\_\_\_\_\_  
Date

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Pursuant to M.G.L. Chapter 62C, Section 49A, I certify under the penalties of perjury that I have complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

04-3520246

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



\_\_\_\_\_  
Signature of Individual or Responsible  
Corporate Officer and Title

Richard L. Goodick, Vice President

# NON-COLLUSION FORMS MUST BE SIGNED AND

SUBMITTED WITH BID

**OSHA TRAINING**

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 a t 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 of Chapter 149 of the General Laws.

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Signature:



Richard L. Goodick

Title:

Vice President

Date:

May 27, 2021

CAUTION: This email originated from outside of the Town of Arlington's email system. Do not click links or open attachments unless you recognize the REAL sender (whose email address in the From: line in "< >" brackets) and you know the content is safe.

To view and print Weekly Payroll & Statement of Compliance Forms, click on [www.mass.gov/dols/pw](http://www.mass.gov/dols/pw).

PLEASE NOTE: The attached Prevailing Wage Schedule is valid for 90 days. An Awarding Authority should re-request an up to date Prevailing Wage Schedule if it has NOT opened bids or selected a contractor within 90 days of the issuance date of the attached prevailing wage schedule.

\*For MULTI-YEAR projects bid on or after 8/8/08, Awarding Authorities must request an Annual Update to this Prevailing Wage Schedule each year for the duration of the project, no later than two weeks before the anniversary date of the execution of the general contract. Annual updates are not required for projects that last LESS THAN ONE YEAR.

\*For CM AT RISK projects (bid pursuant to GL c.149A), Awarding Authorities must request a Prevailing Wage Schedule NOT sooner than 90-days before the earlier of: (a) the execution date of the GMP Amendment, or (b) the bid for the first construction scope of work.

\*For MULTI-YEAR CM AT RISK projects, Awarding Authorities must request an Annual Update to this Prevailing Wage Schedule each year for the duration of the project, no later than two weeks before the anniversary date, which is the earlier of: (a) the execution date of the GMP Amendment, or (b) the execution date of the first amendment to procure construction scopes of work.

Apprentice wages (expressed as dollar figures) and the required benefits are listed on the Prevailing Wage Schedule. For further details, please see opinion letter PW-2010-03-03.16.10 (dated March 18, 2010) at [www.mass.gov/dols/pw](http://www.mass.gov/dols/pw).

Request Prevailing Wage Rates online at: [www.mass.gov/dols/pw](http://www.mass.gov/dols/pw).

THIS IS A SYSTEM-GENERATED EMAIL. PLEASE DO NOT REPLY TO THIS EMAIL. TO CONTACT DLS REGARDING PREVAILING WAGE MATTERS, CALL 617-626-6953.

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APPROVAL/DENIAL COMMENTS





CHARLES D. BAKER  
Governor

KARYNE E. POLITO  
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

ROSALIN ACOSTA  
Secretary  
MICHAEL FLANAGAN  
Director

**Awarding Authority:** Town of Arlington  
**Contract Number:** 21-10 **City/Town:** ARLINGTON  
**Description of Work:** Crack Sealing Services/Various Locations for a period of one (1) year, option to renew for second and third year, as required.  
**Job Location:** Various Locations

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Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the "Wage Request Number" on all pages of this schedule.
  - An Awarding Authority must request an updated wage schedule from the Department of Labor Standards ("DLS") if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule. For CM AT RISK projects (bid pursuant to G.L. c.149A), the earlier of: (a) the execution date of the GMP Amendment, or (b) the bid for the first construction scope of work must be within 90-days of the wage schedule issuance date.
  - The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. The wage schedule shall be made a part of the contract awarded for the project. The wage schedule must be posted in a conspicuous place at the work site for the life of the project in accordance with M.G.L. c. 149 § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
  - All apprentices working on the project are required to be registered with the Massachusetts Department of Labor Standards, Division of Apprentice Standards (DLS/DAS). Apprentice must keep his/her apprentice identification card on his/her person during all work hours on the project. An apprentice registered with DAS may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. **Any apprentice not registered with DLS/DAS regardless of whether or not they are registered with any other federal, state, local, or private agency must be paid the journeyworker's rate for the trade.**
  - The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule. Awarding authorities are required to request these updates no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor. For multi-year CM AT RISK projects, awarding authority must request an annual update no later than two weeks before the anniversary date, determined as the earlier of: (a) the execution date of the GMP Amendment, or (b) the execution date of the first amendment to permit procurement of construction services. Contractors are required to obtain the wage schedules from awarding authorities, and to pay no less than these rates to covered workers. The annual update requirement is not applicable to 27F "rental of equipment" contracts.
  - Every contractor or subcontractor which performs construction work on the project is required to submit weekly payroll reports and a Statement of Compliance directly to the awarding authority by mail or email and keep them on file for three years. Each weekly payroll report must contain: the employee's name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. A sample of a payroll reporting form may be obtained at <http://www.mass.gov/dols/pw>.
  - Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.
  - Employees not receiving the prevailing wage rate set forth on the wage schedule may report the violation to the Fair Labor Division of the office of the Attorney General at (617) 727-3465.
  - Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and criminal penalties.
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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
<b>Construction</b>						
(2 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2020	\$36.25	\$12.91	\$14.82	\$0.00	\$63.98
	06/01/2021	\$37.05	\$12.91	\$14.82	\$0.00	\$64.78
	08/01/2021	\$37.05	\$13.41	\$14.82	\$0.00	\$65.28
	12/01/2021	\$37.05	\$13.41	\$16.01	\$0.00	\$66.47
(3 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2020	\$36.32	\$12.91	\$14.82	\$0.00	\$64.05
	06/01/2021	\$37.12	\$12.91	\$14.82	\$0.00	\$64.85
	08/01/2021	\$37.12	\$13.41	\$14.82	\$0.00	\$65.35
	12/01/2021	\$37.12	\$13.41	\$16.01	\$0.00	\$66.54
(4 & 5 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2020	\$36.44	\$12.91	\$14.82	\$0.00	\$64.17
	06/01/2021	\$37.24	\$12.91	\$14.82	\$0.00	\$64.97
	08/01/2021	\$37.24	\$13.41	\$14.82	\$0.00	\$65.47
	12/01/2021	\$37.24	\$13.41	\$16.01	\$0.00	\$66.66
ADS/SUBMERSIBLE PILOT <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2020	\$103.05	\$9.40	\$23.12	\$0.00	\$135.57
For apprentice rates see "Apprentice- PILE DRIVER"						
AIR TRACK OPERATOR <i>LABORERS - ZONE 1</i>	12/01/2020	\$40.65	\$8.60	\$17.32	\$0.00	\$66.57
	06/01/2021	\$41.67	\$8.60	\$17.32	\$0.00	\$67.59
	12/01/2021	\$42.68	\$8.60	\$17.32	\$0.00	\$68.60
	06/01/2022	\$43.68	\$8.60	\$17.32	\$0.00	\$69.60
	12/01/2022	\$44.68	\$8.60	\$17.32	\$0.00	\$70.60
	06/01/2023	\$45.68	\$8.60	\$17.32	\$0.00	\$71.60
	12/01/2023	\$46.93	\$8.60	\$17.32	\$0.00	\$72.85
For apprentice rates see "Apprentice- LABORER"						
AIR TRACK OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 1 (HEAVY &amp; HIGHWAY)</i>	12/01/2020	\$40.65	\$8.60	\$17.32	\$0.00	\$66.57
	06/01/2021	\$41.67	\$8.60	\$17.32	\$0.00	\$67.59
	12/01/2021	\$42.68	\$8.60	\$17.32	\$0.00	\$68.60
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
ASBESTOS REMOVER - PIPE / MECH. EQUIPT. <i>HEAT &amp; FROST INSULATORS LOCAL 6 (BOSTON)</i>	12/01/2020	\$38.10	\$12.80	\$9.45	\$0.00	\$60.35
ASPHALT RAKER <i>LABORERS - ZONE 1</i>	12/01/2020	\$40.15	\$8.60	\$17.32	\$0.00	\$66.07
	06/01/2021	\$41.17	\$8.60	\$17.32	\$0.00	\$67.09
	12/01/2021	\$42.18	\$8.60	\$17.32	\$0.00	\$68.10
	06/01/2022	\$43.18	\$8.60	\$17.32	\$0.00	\$69.10
	12/01/2022	\$44.18	\$8.60	\$17.32	\$0.00	\$70.10
	06/01/2023	\$45.18	\$8.60	\$17.32	\$0.00	\$71.10
	12/01/2023	\$46.43	\$8.60	\$17.32	\$0.00	\$72.35
For apprentice rates see "Apprentice- LABORER"						
ASPHALT RAKER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 1 (HEAVY &amp; HIGHWAY)</i>	12/01/2020	\$40.15	\$8.60	\$17.32	\$0.00	\$66.07
	06/01/2021	\$41.17	\$8.60	\$17.32	\$0.00	\$67.09
	12/01/2021	\$42.18	\$8.60	\$17.32	\$0.00	\$68.10
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2020	\$49.98	\$13.50	\$15.70	\$0.00	\$79.18
	06/01/2021	\$51.08	\$13.50	\$15.70	\$0.00	\$80.28
	12/01/2021	\$52.23	\$13.50	\$15.70	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

**Classification**

**Effective Date   Base Wage   Health   Pension   Supplemental Unemployment   Total Rate**

**Apprentice - LABORER - Zone 1**

**Effective Date - 12/01/2020**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$23.94	\$8.60	\$17.32	\$0.00	\$49.86
2	70	\$27.93	\$8.60	\$17.32	\$0.00	\$53.85
3	80	\$31.92	\$8.60	\$17.32	\$0.00	\$57.84
4	90	\$35.91	\$8.60	\$17.32	\$0.00	\$61.83

**Effective Date - 06/01/2021**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$24.55	\$8.60	\$17.32	\$0.00	\$50.47
2	70	\$28.64	\$8.60	\$17.32	\$0.00	\$54.56
3	80	\$32.74	\$8.60	\$17.32	\$0.00	\$58.66
4	90	\$36.83	\$8.60	\$17.32	\$0.00	\$62.75

**Notes:**

**Apprentice to Journeyworker Ratio:1:5**

LABORER (HEAVY & HIGHWAY)	12/01/2020	\$39.90	\$8.60	\$17.32	\$0.00	<u>\$65.82</u>
LABORERS - ZONE 1 (HEAVY & HIGHWAY)	06/01/2021	\$40.92	\$8.60	\$17.32	\$0.00	\$66.84
	12/01/2021	\$41.93	\$8.60	\$17.32	\$0.00	\$67.85

**Apprentice - LABORER (Heavy & Highway) - Zone 1**

**Effective Date - 12/01/2020**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$23.94	\$8.60	\$17.32	\$0.00	\$49.86
2	70	\$27.93	\$8.60	\$17.32	\$0.00	\$53.85
3	80	\$31.92	\$8.60	\$17.32	\$0.00	\$57.84
4	90	\$35.91	\$8.60	\$17.32	\$0.00	\$61.83

**Effective Date - 06/01/2021**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$24.55	\$8.60	\$17.32	\$0.00	\$50.47
2	70	\$28.64	\$8.60	\$17.32	\$0.00	\$54.56
3	80	\$32.74	\$8.60	\$17.32	\$0.00	\$58.66
4	90	\$36.83	\$8.60	\$17.32	\$0.00	\$62.75

**Notes:**

**Apprentice to Journeyworker Ratio:1:5**