



Town of Stow

INVITATION FOR BIDS MILL AND PAVE – Farm Road & Militia Circle FY24-01-01H

**BID OPENING
MONDAY JULY 10, 2023
12:00 PM
Stow Town Building
Lower Level
380 Great Road
Stow, MA 01775**

For general questions:

Steve “Mac” McDonald
highway3@stow-ma.gov
(978)-216-2263
88 S. Acton Road
Stow, MA 01775

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ADVERTISEMENT FOR BIDDERS
Town of Stow
Highway Department
MILL & PAVE – Farm Road & Militia Circle
Contract: FY24-01-01H

The Town of Stow, hereinafter called the “Awarding Authority”, or “Town” is requesting sealed bids for: Mill & Pave – Farm Road & Militia Circle to be performed as necessary under the direction of the Awarding Authority personnel at selected sites throughout the Town of Stow.

Sealed Proposals addressed to the Town of Stow Highway Department, 88 S. Acton Road Stow, Massachusetts 01775 and endorsed “Bid for Contract FY24-01-01H, Mill & Pave – Farm Road & Militia Circle” will be accepted by the Highway Department, until **12:00 p.m. Monday, July 10th, 2023**, and then at that time at **Stow Town Building – Lower Level, 380 Great Road, Stow, MA** will be publicly opened and read aloud.

The scope of work consists of installing sediment control barriers, milling the lengths of Farm Road and Militia Circle, Stow MA to a depth of one and one half (1.5) inches (~11320 SY); supplying and placing approximately 950 tons of hot mix asphalt as directed.

Bid Security from the Contractor in the form of cash, certified check, treasurer’s check, or cashier’s check, drawn upon a responsible bank in the Commonwealth of Massachusetts, or a bid bond in the amount of five percent (5%) of the bid shall be made payable to the Town of Stow, Massachusetts and shall be enclosed with the bid.

Electronic copies of the plans, specifications and proposal forms will be available beginning **Monday, June 12th, 2023** and can be obtained at <https://www.stow-ma.gov/procurement/pages/bids-and-proposals>.

Minimum Wage Rates, as determined by the Commissioner of the Department of Labor and Industries, under the provisions of the Massachusetts General Laws, Chapter 149, Section 26 and 27G, as amended, apply to this project.

The successful bidder must comply with Chapter 151B as amended, of the Massachusetts General Laws and with the provisions of Executive Order No. 74, as amended by Executive Order No. 116 dated May 1, 1975 pertaining to Equal Opportunity Anti-Discrimination and Affirmative Action.

A Performance Bond and a Labor and Materials Bond in the full amount of the contract, will be required of the successful bidder.

The Town of Stow reserves the right to reject any or all bids wholly or in part and accept any bid or part thereof in the Town’s best interest.

SECTION 1

INFORMATION FOR BIDDERS

SECTION 1

INFORMATION FOR BIDDERS

- 1.1 The scope of this Contract consists of furnishing all materials and labor necessary for the completion of the Work as specified herein. The Work consists of reclamation, fine grading and compacting, replacing castings, and related work to include sweeping of streets in preparation of paving. Prior to invoicing, the Contractor shall submit to the Owner a breakdown of all associated costs per street for all items listed. All supporting documentation for items billed shall be submitted to the Highway Department along with the payment application. The Contractor shall submit certified payrolls with the payment request.

Scope of Work:

Farm Road from the north entrance on Red Acre Road to the south entrance on Red Acre Road **AND Militia Circle** as it extends from Farm Road:

- Mill out a depth of one and a half (1.5) inches of pavement surface;
- Source & supply approximately 950 tons of hot-mix asphalt;
- Repave a one and one half (1.5) inch thick top course with said HMA;
- Apply tack coat (asphalt emulsion) to paved road surface.

- 1.2 The material hereunder shall be supplied and installed in a thorough, workmanlike manner, and conform to standards prescribed or approved within these specifications. Any reference to a specification or designation of the American Society for Testing and Materials, ASHTO Specification, Massachusetts Department of Public Works Specifications, refers to the most recent or latest specifications or designation. Where names of specific products may be designated in these specifications or in the details appearing on the drawings, the intent is to state the general type and quality of product desired without ruling out use of other products of equal type and quality which have been approved in writing by the Owner.
- 1.3 Contract Documents: The Advertisement for Bidders, GENERAL AND DETAIL SPECIFICATIONS, and forms for Bid, may be obtained at <https://www.stow-ma.gov/procurement/pages/bids-and-proposals>.
- 1.4 Questions Regarding Drawings and Documents. In general, no answers will be given to prospective bidders in reply to an oral question if the question involves an interpretation of the intent or meaning of the Drawings or other Contract Documents, or the equality or use of products or methods other than those designated or described on the drawings or in the specifications. Any information given to bidders other than by means of the Drawings and other Contract Documents, including Addenda, as described below, is given informally, for information and the convenience of the bidder only and is not guaranteed. The bidder agrees that such information shall not be used as the basis of nor shall the giving of any such information entitle the bidder to assert any claim or demand against the Owner or the Engineer on account thereof.

To receive consideration, such questions shall be submitted in writing to the Town at least 7 days before the established date for receipt of bids. If the question involves the equality or use of products or methods it must be accompanied by drawings, specifications or other data in sufficient detail to enable the Town to determine the equality or suitability of the product or method. In general, the Town will neither approve nor disapprove particular products prior to the opening of bids; such products will be considered when offered by the Contractor for incorporation into the Work.

The Town will set forth as Addenda, which shall become a part of the Contract Documents, such questions received as above provided as in his sole judgment are appropriate or necessary and his decision regarding each. At least three days prior to the receipt of bids, he will send a copy of these Addenda to those prospective bidders known to have taken out sets of the Drawings and other Contract Documents.

- 1.5 Blank Form for Bid. All bids must be upon the blank form for bid annexed hereto, state the proposed price of each item of the Work, both in words and in figures, and be signed by the bidder with his business address and place of residence. Bidders shall not remove and submit the bid pages separate from the volume of Contract Documents but shall submit their bids bound with the complete volume of attached Contract Documents, including all pages correctly assembled.
- 1.6 Withdrawal of Bids. Except as hereinafter in this subsection otherwise expressly provided, once his bid is submitted and received by the Town for consideration and comparison with other bids similarly submitted, the bidder agrees that he may not and will not withdraw it within 40 (forty) consecutive calendar days after the actual date of the opening of bids.

Upon proper written request and identifications, bids may be withdrawn as follows:

1. At any time prior to the designated time for the opening of bids.
2. Provided the bid has not therefore been accepted by the Town, at any time subsequent to the expiration of the period during which the bidder has agreed not to withdraw his bid.

Unless a bid is withdrawn as provided above, the bidder agrees that it shall be deemed open for acceptance until the AGREEMENT has been executed by both parties thereto or until the Owner notified a bidder in writing, that his bid is rejected or that the owner does not intend to accept it. Notice of acceptance of a bid shall not constitute rejection of any bid.

- 1.7 Ability and Experience of Bidder. No award will be made to any bidder who cannot satisfy the Town that he has sufficient ability and experience in this class of work and sufficient capital and plant to enable him to prosecute and furnish the material and work within a normal period of time. The Town's decision or judgment on these matters shall be final, conclusive, and binding.
- 1.8 Bids. The Town may reject bids which in its sole judgment are either incomplete, conditional, obscure, or not responsive or which contain additions not called for, erasures not properly initialed, alterations, or similar irregularities, or the Town may waive such omissions, conditions, or irregularities.

- 1.9 The Town of Stow reserves the right to reject any or all bids wholly or in part; to waive technicalities and informalities; to amend and/or cancel the bid prior to the time of opening; and to correct any award erroneously made as a result of a clerical error on the part of the Town. The award for this project shall be dependent upon the Town receiving State funding.
- 1.10 Execution of Agreement. The bidder whose bid is accepted will be notified by letter and agrees to duly execute the AGREEMENT, after notification, for a period ending as specified on bid proposal forms.
- 1.11 Liquidated Damages. All work covered by this contract is to be completed by August 31st, 2023. Should the Contractor fail to meet this date, his surety bond will be called or a fine at \$500.00 a day for every workday the paving is not completed. A work week is Monday through Friday.
- 1.12 Comparison of Bids. The Owner intends to award all items to a single contractor. Accordingly, contractors must bid on all items of work, and the low bidder will be the contractor whose total bid price is the lowest. The bid quantities are not guaranteed, and their primary purpose is for the determination of the low bidder.
- 1.13 Bid Security. Bid Security from the Contractor in the form of cash, certified check or treasurer's or cashier's check drawn upon a responsible bank in the Commonwealth of Massachusetts or a bid bond in the amount of five percent (5%) of the bid shall be made payable to the Town of Stow, Massachusetts and shall be enclosed with the bid.

Each such check may be held by the Town as security for the fulfillment of the bidder's agreements as hereinabove set forth and as set forth in the BID. Should the bidder fail to fulfill such agreements, his bid check shall become the property of the Town as liquidated damages; otherwise, the bid check shall be returned to the bidder as hereinafter provided.

Bid checks will be returned to all except the three lowest bidders within three days, Sundays and legal holidays excluded, after the owner and the accepted bidder have executed the AGREEMENT. In the event that the AGREEMENT has not been executed by both the accepted bidder and the owner within 40 consecutive calendar days after the opening of bids, the bid check will be returned promptly upon demand of any bidder who has not been notified of the acceptance of his bid.

1.14 All questions relative to the specifications shall be directed to:

Steve "Mac" McDonald
highway3@stow-ma.gov
88 South Acton Road
Stow, MA 01775

1.15 Bidder is to list exceptions in detail of any and all material, item or design specifications in their bid.

1.16 Disputes. In the event of any dispute as to any of the terms and conditions of this contract, it shall be determined in accord with the laws of the Commonwealth of Massachusetts and the Courts of the Commonwealth of Massachusetts shall have exclusive jurisdiction of the same.

1.17 Addenda. This bid includes addenda number/numbers _____.

1.18 Minimum Wage Rates. In the employment of mechanics, teamsters, chauffeurs, and laborers in the construction of the public work projects, the Minimum Wage rates shall be paid as issued by the Commissioner of Labor and Industries of Massachusetts, in accordance with Sections 26 and 27 of Chapter 149, of the General Laws, as amended, and as included in Appendix A.

1.19 Equal Employment Opportunity Anti-Discrimination and Affirmative Action. The successful bidder must comply with Chapter 151B as amended, of the Massachusetts General Laws and with the provisions of Executive Order No. 74, as amended by Executive Order No. 116 dated May 1, 1975 pertaining to Equal Opportunity Anti-Discrimination and Affirmative Action.

1.20 Price Adjustments. This Contract contains price adjustments for hot mix asphalt cement mixtures, diesel fuel, and gasoline. For this project the base prices are as follows: liquid asphalt \$657.50 per ton, diesel fuel \$2.826 per gallon, gasoline \$2.852 per gallon, and Portland cement \$181.15. Period prices can be found on the Mass.gov website at <https://www.mass.gov/service-details/2020-massdot-contract-price-adjustments>. Price adjustments are further explained in Section 6 – Special Conditions.

1.21 The Town reserves the right to revoke this contracted AGREEMENT in writing with two weeks' notice, if the Contractor is clearly not performing services required in the Contract in a timely or workmanlike manner.

1.22 Insurance: The following types of insurance shall be provided by the successful bidder, hereinafter referred to as the Contractor:

A. General Liability: of at least \$1,000,000 Bodily Injury and Property Damage Liability, Combined Single Limit with a \$3,000,000 Annual Aggregate Limit. The Town shall be named as an "Additional Insured"

B. Products and Completed Operations: should be maintained for up to three (3) years after the completion of the project.

- C. Automobile Liability: (applicable for any contractor who has an automobile operating exposure) of at least \$1,000,000 Bodily Injury and Property Damage per accident. The Town should be named as an “Additional Insured”
- D. Workers’ Compensation Insurance: providing statutory coverage as required by the Commonwealth of Massachusetts, and (ii) Employers' Liability Insurance coverage with limits of not less than \$500,000 per accident. Each contractors, subcontractors, and consultants performing work on or about the Premises shall have similar policies covering their employees.
- E. Property Coverage: for materials and supplies being transported by the contractor, as the Town’s Property Contract provides coverage for personal property within 100 feet of the premises.
- F. Umbrella Liability: of at least \$2,000,000/ occurrence, \$2,000,000/ Annual aggregate. The Town should be named as an “Additional Insured”

The Contractor shall indemnify and save harmless the Town, and all of its officers, agents and employees from all suits, actions or claims of any character.

All policies naming the Town as additional insured shall be written that the Town is co-insured with the Contractor for the full amounts stated above. Also, policies shall be so written that the Town will be notified in writing of cancellation or restrictive amendments at least thirty (30) days prior to the effective date of such cancellation or amendments. Contractor shall provide the Town with copies of all policies required herein.

SECTION 2
FORMS FOR BID

Bidder's Name

PROPOSAL FORM

To the Town of Stow, Massachusetts, (hereinafter called the "Owner") acting through its Department of Public Works, duly authorized therefore, who act solely for said Town and without personal liability to themselves:

The undersigned _____, as bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that the bidder has carefully examined the proposed form of Proposal and the Specifications (and amendments thereto); and he bids and agrees, if this bid is accepted, that the bidder will furnish all materials and labor necessary for the completion of the Work as specified in the Proposal, in the manner and time therein prescribed and according to the requirements of Owner as herein set forth.

The Bidder agrees that the Owner will have forty (40) consecutive days from date of opening to accept the bid, except as described in the specifications, the unit(s) at the price, therein. The Bidder also understands that the Owner reserves the right to accept or reject any or all bids and to waive any informalities in the Proposals if it is in the Owner's interest to do so. The Advertisement for Bidders, Information for Bidders, Specifications and Proposal Form attached thereto, shall become a contract upon the receipt by the Bidder of written acceptance of this bid by the Owner.

The Bidder will take in full payment, therefore, the following price, to wit:

Item Number	Estimated Quantity	Brief Description; unit or lump sum price bid in both words and figures	Total in Figures
1.	11320 SY	Pavement Milling (1.5")	
		_____ dollars	
		and _____ cents (\$ _____)	\$ _____
<hr/>			
2.	950 Ton	HMA In-place (1.5")	
		_____ dollars	
		and _____ cents (\$ _____)	\$ _____
<hr/>			
3.	2000 GAL	Tack Coat (Asphalt Emulsion)	
		_____ dollars	
		and _____ cents (\$ _____)	\$ _____

The bid quantities are not guaranteed, and their primary purpose is for the determination of the low bidder.

TOTAL of ITEMS 1 - 3 _____ dollars
and _____ cents (\$ _____) \$ _____

The Owner intends to award all items to a single contractor. Accordingly, contractors must bid on all items of work, and the low bidder will be the contractor whose total bid price is the lowest. The bid quantities are not guaranteed, and their primary purpose is for the determination of the low bidder.

All bids shall be held firm from the award date for one full calendar year and may be extended for one or two additional years at the option of the Town of Stow.

All entries shall be made clearly in ink or typewritten.

The unit prices shall include all labor, materials, installation, overhead, profit, insurance, etc., to cover the complete type of work/service called for.

The Contractor understands that all bids for this project are subject to the applicable bidding laws of the Commonwealth of Massachusetts.

The Contractor understands that the OWNER reserves the right to reject any or all bids and to waive any informality in the bidding.

The Contractor agrees that this Bid shall be good and may not be withdrawn for a period of 30 days, Saturdays, Sundays and legal holidays excluded, after the opening of Bids.

If this BID is accepted by the Town, the undersigned agrees to complete the entire work provided to be done under the Contract within the time stipulated as otherwise expressly provided in the AGREEMENT.

If the Town shall accept this BID, the bidder will duly execute and acknowledge the AGREEMENT and furnish, duly executed, and acknowledged, the required CONTRACT BONDS within ten (10) days after notification that the AGREEMENT and other Contract Documents are ready for signature.

Should the bidder fail to fulfill any of his agreements as hereinabove set forth, the Town shall have the right to retain as liquidated damages the amount of the bid check which shall become the Town's property.

This BID includes Addenda number *** _____.

** Bidder must fill in this blank

*** To be filled in by Bidder if Addenda are issued.

The Bidder, by submittal of this BID, agrees with the Owner that the amount of the bid security deposited with this BID fairly and reasonably represents the amount of damages the Owner will suffer due to the failure of the Bidder to fulfill his agreements as above provided.

The Bidder hereby certifies he shall comply with the minority manpower ration and specific action steps contained in the STATE REQUIREMENTS under Massachusetts Equal Employment Program, including the minority contractor compliance. Prior to the award of the Contract, the Contractor must submit a Contractor's Certification of Compliance. The Contractor receiving the award of the Contract shall be required to obtain from each of its Sub-Contractors and submit to the contracting or administering agency prior to the performance of any work under said Contract a certification by said Sub-Contractor, regardless of tier, that it will comply with the minority manpower ratio and specific affirmative action steps contained in the Massachusetts Equal Employment Program.

Name of Bidder

(SEAL)

By _____
(Signature and title of authorized representative)

(Business Address)

(City & State)

Date _____

The Bidder is a corporation incorporated in the State (or Commonwealth) of _____

(Bidder must add and delete, as necessary, to make this sentence read correctly).

(Note: If the Bidder is a corporation, affix corporate seal and give below the names of its president, treasurer, and general manager, if any; if a partnership, give full names and residential addresses of all partners, and if an individual, give residential address if different from business address.)

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

Name of Business

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. Ch. 62C, Sec. 49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, am in compliance with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature of individual submitting bid or proposal

Name of business

DEBARMENT STATEMENT
(to be used for any public construction project)

Any person or corporation that fails to date, sign with original signature, and submit the following statement shall not be awarded this contract.

DEBARMENT (Chapter 550, Acts of 1991)

The undersigned certifies under penalties of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth of Massachusetts under the provisions of Section 29F of Chapter 29 of the General Laws, or any other applicable debarment provisions of any other Chapter of the General Laws, or any Rule or Regulation promulgated thereunder.

DATE: _____

Typed or Printed Name of Person Signing

Authorized Official's Signature

Company or Corporation

THIS FORM MUST BE SIGNED AND ACCOMPANY YOUR BID.

The Town of Stow, Massachusetts

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

THE UNDERSIGNED BIDDER HEREBY CERTIFIES, UNDER THE PAINS AND PENALTIES OF PERJURY, THAT THE FOREGOING BID IS BASED UPON THE PAYMENT TO LABORERS TO BE EMPLOYED ON THE PROJECT OF WAGES IN AN AMOUNT NO LESS THAN THE APPLICABLE PREVAILING WAGE RATES ESTABLISHED FOR THE PROJECT BY THE *MASSACHUSETTS DEPARTMENT OF LABOR AND INDUSTRIES*.

THE UNDERSIGNED BIDDER AGREES TO INDEMNIFY THE AWARDED AUTHORITY FOR, FROM AND AGAINST ANY LOSS, EXPENSE, DAMAGES, ACTIONS OR CLAIMS, INCLUDING ANY EXPENSE INCURRED IN CONNECTION WITH ANY DELAY OR STOPPAGE OF THE PROJECT WORK, ARISING OUT OF OR AS A RESULT OF:

- (1) THE FAILURE OF THE SAID BID TO BE BASED UPON THE PAYMENT OF THE SAID APPLICABLE PREVAILING WAGE RATES OR**

- (2) THE FAILURE OF THE BIDDER, IF SELECTED AS THE CONTRACTOR, TO PAY LABORERS EMPLOYED ON THE PROJECT THE SAID APPLICABLE PREVAILING WAGE RATES.**

Date: _____

Name of Bidder: _____

By: _____(Signature)

Print Name & Title of Person Signing

OSHA TRAINING CERTIFICATION

Pursuant to M.G.L. Ch. 30, Sec. 39S(A), I certify under the penalties of perjury to the following:

- (1) that I am able to furnish labor that can work in harmony with all other elements of labor employed or to be employed at the work;
- (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and
- (3) that all employees to be employed in the work subject to this contract 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.

(Signature of authorized representative of Bidder)

(Name of authorized representative of Bidder)

(Name of business)

A. Contractor's Certification

Name of Project _____

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

CONTRACTOR'S CERTIFICATION

_____ certified that:

- 1. it tends to use the following listed construction trades in the work under the contract _____

and

- 2. will comply with the minority manpower ration and specific affirmative action steps required by law, and
- 3. will obtain from each of its Sub-Contractors and submit to the contracting or administering agency prior to the award of any Sub-Contract under this contract the Sub-Contractor certification required by these bid conditions.

Signature of authorized representative
of Contractor.

B. Sub-Contractor's Certification

Name of Project _____

Prior to the award of any sub-contract, regardless of tier, the prospective sub-contractor must execute and submit to the prime contractor the following certification, which will be deemed a part of the resulting sub-contract:

SUB-CONTRACTOR'S CERTIFICATION

_____ certifies that:

- 1. it tends to use the following listed construction trades in the work under the sub-contract _____

and;

- 2. will comply with the minority manpower ration and specific affirmative action steps required by law; and
- 3. will obtain from each of the sub-contractors prior to the award of any sub-contract under this sub-contractor certification required by these bid conditions.

Signature of Authorized Representative

In order to ensure that the said sub-contractor's certification becomes a part of all sub-contractors under the prime contract, no sub-contract shall be executed until an authorized representative of the Town agency (or agencies) administering this project has determined, in writing, that the said certification has been incorporated in such sub-contract, regardless of tier. Any sub-contract executed without such written approval shall be void.

CERTIFICATE OF VOTE

I, _____, Clerk of
_____, hereby certify that at a meeting of the
Board of Directors of said Corporation duly held on _____, 20____, at which a
quorum was present (date must be earlier than contract)

and voting throughout, the following vote was duly passed and is now in full force and effect:

“VOTED: That _____
(Name of Officer Authorized to Sign for Corporation)

be and hereby is authorized, directed an empowered for, in the name and on behalf of this Corporation
to sign, seal with corporate seal, execute, acknowledge and deliver all contracts, bonds, and other
obligations of this Corporation, the execution of any such contract, bond or
obligation by such _____
(Name of Officer)

to be valid and binding upon this Corporation for all purposes, and that a certificate of the Clerk of
this Corporation setting forth this vote shall be delivered to the Town of Littleton; and that this vote
shall remain in full force and effect unless and until the same has been altered, amended or revoked
by a subsequent vote of such directors and certificate of such later vote attested by the Clerk of this
Corporation is delivered to the Town of Littleton.”

I further certify that _____, is the duly
(Name of Officer)
elected _____ of said Corporation.
(Title)

Signed: _____
(Clerk-Secretary)

Place of Business: _____

Date of Contract: _____

In the event that the Clerk or Secretary is the same person as the Officer authorized to sign the
contract or other instrument for the Corporation this certificate must be countersigned by another
officer of the Corporation.

SECTION 3
AGREEMENT

AGREEMENT FOR CONTRACT FY24-01-01H

Town Of Stow

STANDARD GENERAL CONTRACT

Agreement made this _____ day of XXXXX, 2022 by and between the Town of Stow, a duly existing municipal corporation in the Commonwealth of Massachusetts, by and through its Town Administrator, or his designee, hereinafter referred to as the "Town" and XXXXXX Inc., a legally formed corporation, hereinafter referred to as the "Contractor."

The Town and the Contractor agree to the following contractual terms and conditions for PROJECT

ARTICLE I

The Contractor shall furnish the Town with said goods, services, or other work, subject to and in compliance with all terms, conditions, and provisions of this Agreement including related documents herein incorporated by reference such as a Request for Proposals, AIA Contracts, Scope of Services, Bid Documents or any other pertinent documents and attached herein as Exhibit A. Goods and services shall be defined as professional services provided as herein.

The Contractor shall provide the goods, services, or other work at the rates and/or fee sums specified in Exhibit A attached hereto and incorporated herein by reference. The Town shall make payment(s) for the contracted goods, services, or other work according to the terms established in Exhibit A, for a contract sum not to exceed COST (\$XXX.xx)

ARTICLE II

The Contractor affirms the reliability of the purchased goods, services, or other work in this agreement with the Town and agrees to adhere faithfully to the scope of work and/or services as described in the contract documents. Contractor warrants that the goods, services, or other work which are to be provided pursuant to the terms of this contract are fit for the use and purpose intended.

ARTICLE III

The Contractor agrees to faithfully perform all of its obligations under this agreement, including all Exhibits and other documents incorporated by reference. Said performance shall be in a professional and workmanlike manner and in accordance with the standard of care and conduct that is generally acceptable in the pertinent business or profession. Further, the Contractor shall complete and sign all forms attached herein as Exhibits B, C& D.

ARTICLE IV

A. The Contractor warrants where and as applicable that, (1) the goods, services or other work provided to the Town meet all applicable industry/professional standards, (2) that they are intended to reasonably fulfill the purpose for which they are being purchased, (3) that they are free of any known errors or omissions created following the Standard of Care for Professional Engineers and (4) that they are functionally the same as presented to the Town in the detailed scope of services.

B. The Contractor warrants that upon inspection, errors, or omissions of services or other work shall be corrected/replaced without additional costs to the Town. The Contractor will assume any additional costs accrued by the Town due to errors or omissions, services or other work performed by the contractor.

C. The Contractor guarantees where and as applicable that all goods, services, or other work for a period of one (1) year except that if any express or implied warranties exist for a term greater than one (1) year, then such warranties will supersede the one (1) year warranty specified herein.

ARTICLE V

The Contractor certifies the professional qualifications and capabilities of all individuals employed to furnish goods, services or other work as specified herein by the Contractor and in any documents incorporated herein by reference.

ARTICLE VI

The Town agrees to faithfully pay the Contractor all sums owed when due and payable pursuant to the terms of this agreement.

ARTICLE VII

The term of this contract shall be for 180 days. The Contract may be renewed for a period of time not to exceed three months provided such renewal is agreed to in writing by both parties.

ARTICLE VIII

1. Termination for Cause: If either party shall fail to fulfill in timely and proper manner, its obligations under this Agreement, or if either party shall violate any of the expressed or implied terms, provisions, or conditions of this Agreement, the other party shall thereupon have the right to terminate this Agreement hereunder by giving written notice of such termination. In case of termination, all finished and unfinished documents shall become the property of the Town. The Contractor shall not be held professionally liable for any use by the Town of the Contractor's documents, reports, or other material, unless the Contractor has consented in writing to such use.

In the event of termination, the Contractor shall be compensated payment of an amount equal to the goods, services or other work provided by the Contractor as of the date of termination.

2. Termination for Convenience: The Town may terminate this Agreement at any time for any reason, upon submitting to Contractor thirty (30) days prior written notice of its intention to

terminate. Upon receipt of such notice, Contractor shall immediately cease to incur expenses pursuant to this Agreement unless otherwise directed in the termination notice. Contractor shall promptly notify the Town of costs incurred up to the date of termination and the Town shall pay all reasonable and substantiated costs. In no case shall payment exceed the unpaid balance due pursuant to the terms of this Agreement.

3. Return of Property: Upon termination, the Contractor shall immediately return to the Town without limitation, all documents, plans, drawings, tool, and items of any nature whatever, supplied to Contractor by the Town.

4. Production of Documents: Unless otherwise amended in another provision of this Agreement, all records, documents, data, reports, or other material, regardless of form or finish, produced by the Contractor pursuant to the contracted scope of services/work, or supply of goods provided hereunder, are considered work for hire material, and shall become the property of the Town upon creation. The Contractor may not assert any right, title or interest in any product produced under this Agreement. The Contractor shall not be held professionally liable for any use by the Town of any Contractor documents, reports, or other material unless the Contractor has consented in writing to such use.

The Town may request at any time during and/or after the termination of the Agreement any records, documents, data, reports, or other materials produced by the Contractor under this Agreement.

ARTICLE IX

Nothing contained herein shall be construed as a joint venture between the Contractor and the Town. In this regard, Contractor shall be deemed for all purposes herein to be an independent contractor. The Contractor is required to sign the Certificate of Non-Collusion, (Exhibit C).

ARTICLE X

As applicable, and unless otherwise expressly established and agreed to by other term or condition in this Contract, the Contractor shall maintain in full force and effect through to the completion of the Contract, the following types and amounts of insurance during the term of this Agreement and any renewals hereof. Copies of the Contractor's applicable insurance certificates are to be furnished to the Town, with the Town named as additional insured, in advance of commencement of work.

A. Workers Compensation - The Contractor shall provide a Certificate of Insurance indicating coverage for Worker's Compensation, in accordance with minimum statutory coverage limits pursuant to Massachusetts General Laws.

B. General Liability – For Contracts in an amount greater than \$25,000, the Contractor shall carry minimum of \$1,000,000 Bodily Injury and Property Damage Liability, Combined Single Limit with a \$2,000,000 Annual Aggregate Limit with the Town named as Additional Insured. Note that the \$3,000,000 can be satisfied by a combination of contractors' maximum General Liability limit plus contractors' Umbrella Policy limit. And if applicable, Products and Completed Operations insurance should be maintained for up to 3 years after the completion of the project. Unless otherwise negated by another provision of this Contract, contracted fees/prices in excess of \$25,000 the Contractor shall provide a Certificate of Comprehensive

General Liability Insurance in the minimum amount of One Million Dollars (\$1,000,000), naming the Town of Stow as an additional insured party.

C. Umbrella Liability – Contractor to carry a minimum of \$2,000,000/occurrence and \$2,000,000/aggregate and the Town should be named Additional Insured.

D. Automobile Liability – Contractor to carry at least \$1,000,000 Bodily Injury and Property Damage per accident. The town should be named as Additional Insured. Unless otherwise expressly established in another provision of this Contract, motor vehicle liability insurance is required in the minimum of \$500,000.00 per accident.

E. Architects and Engineers Professional Liability – Contractor to carry minimum of \$1,000,000/occurrence and \$3,000,000 aggregate coverage.

G. Indemnification Agreement – The Contractor shall agree to enter into an Indemnification Agreement with the Town as noted in the following: The Contractor agrees to indemnify and hold harmless the Town and its offices and employees against judgments for damages, personal injuries and /or property losses sustained, to the extent caused by negligent acts, errors or omissions of the Contractor, its employees, or subcontractors in connection with the services under this agreement

ARTICLE XI

The Contractor agrees to take all necessary precautions to prevent injury to any persons or damage to property during the term of this Contract and shall indemnify and save the Town harmless against all losses and expenses resulting in any way, from any negligent or willful act or omission on the part of the Contractor, its agents, employees, or sub-contractors or resulting directly or indirectly from Contractor's performance under this Agreement.

ARTICLE XII

This Contract sets forth the entire agreement and understanding between the parties and may be amended, modified, or waived in whole or part only by a subsequent writing executed by both parties hereto. Nothing herein shall be construed as permitting either party to assign any interest, benefit or obligation contained herein without the express written consent of the parties hereto.

ARTICLE XIII

If any term, provision, paragraph, or word of this Contract is determined to be illegal, unconstitutional, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions contained herein shall remain in full force and effect between the parties.

The parties hereto have set their hand and seals to this agreement on the day and date first above specified.

TOWN OF STOW

TOWN ADMINISTRATOR:

Denise M. Dembkoski

CONTRACTOR

by: _____ (print name)

Witness

(Corporate seal if applicable)

Certificate of Acknowledgment of Contractor if a Corporation

For AGREEMENT

State of _____)

SS:

County of _____)

On this _____ day of _____, 20____,

before me personally came _____

to me known, who being by me duly sworn, did depose and say as follows:

That he resides at _____

and is the _____

of _____

the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of said corporation; that the seal affixed to the foregoing instrument is such corporate seal and it was so affixed by order of the Board of Directors of said corporation; and that by the like order he signed thereto his name and official designation.

Notary Public (Seal)

My commission expires: _____

SECTION 4

BONDS

PERFORMANCE BOND

(NOTE: This Bond is issued simultaneously with the attached Labor and Materials Bond in favor of the Owner.)

KNOW ALL MEN BY THESE PRESENTS:

That we, _____

(an individual, a partnership, a corporation)

duly organized under the Laws of the State (or Commonwealth) of _____,

and having a usual place of business at _____,

as Principal, and _____, a corporation

duly organized under the Laws of the State (or Commonwealth) of _____,

and having a usual place of business at _____,

as Surety, are holden and stand firmly bound and obligated unto the Town of Littleton,

Massachusetts, as obligee, in the sum of _____,

lawful money of the United States of America to and for the true payment whereof we bind

ourselves and, each of us, our heirs, executors, administrators, successors, and assigns, jointly

and severally, firmly by these presents.

WHEREAS, the Principal, by means of a written AGREEMENT (which together with the Contract Documents in said AGREEMENT referred to are collectively sometimes referred to as the "Contract") dated _____.

Has entered into a contract with the said obligee for _____

a copy of which AGREEMENT is attached hereto and by reference made a part hereof.

NOW THEREFORE, THE CONDITION of this obligation is such that if the Principal shall well and truly keep and fully and faithfully perform all of the terms and conditions of said AGREEMENT and of the "Contract Documents" referred to in said AGREEMENT (which collectively are hereinafter and in said AGREEMENT sometimes referred to as the "Contract") and all modifications thereof on the Principal's part to be performed, this obligation shall be void; otherwise it shall remain in full force and effect.

Whenever the said Principal shall be, and declared by the Town to be in default under the said Contract, the Town having performed the Town's obligations thereunder, the Surety, for value received, shall promptly remedy the default, or, at the option of the Town, shall promptly

- (a) Complete the said AGREEMENT and/or Contract in accordance with its terms and conditions, or
- (b) Obtain a bid or bids for submission to and the approval of the Town for completing the said AGREEMENT and/or Contract and any modifications thereof in accordance with the terms and condition thereof, and upon determination by the Town and the Surety of the lowest responsible and acceptable bidder, arrange for a contract between such bidder and the Town, and make available to the Town as the Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less a sum that shall be equal to the difference between the Contract price as fixed and provided in said AGREEMENT and/or Contract price as fixed and provided thereof to be paid thereunder to the Principal and the amount previously paid by the Town to and/or for the account of and/or chargeable against the Principal, but not exceeding (including other costs and damages for which the Surety may be liable hereunder) the amount set forth in the first paragraph hereof.

The Surety, for value received, agrees further that no changes in, omissions from, or alteration, modifications or additions to the terms and provisions of said AGREEMENT, and/or Contract or the Work to be performed thereunder, and that no extensions of time given or changes made in the manner or time of making payments thereunder, shall in any way affect the Surety's obligations on this Bond, and the Surety hereby waives notice of any such changes, omissions, alteration, modification, additions or extensions.

IN WITNESS WHEREOF, we have hereunto set our hands and seals to _____ counterparts of this Bond, this _____ day of _____ in the year Two Thousand and Twenty Three.

Principal (Seal)

Principal (Seal)

Principal (Seal)

Surety (Seal)

Surety (Seal)

Surety (Seal)

(NOTE: If the Principal (Contractor) is a partnership, the Bond should be signed by each of the partners.

If the Principal (Contractor) is a corporation, the Bond should be signed in its correct corporate name by its duly authorized officers.

If this Bond is signed on behalf of the Surety by an attorney-in-fact, there should be attached to it a duly certified copy of his power of attorney showing his authority to sign such Bonds.

There should be executed an appropriate number of counterparts of the Bond corresponding to the number of counterparts of the AGREEMENT.)

LABOR AND MATERIALS (PAYMENT) BOND

(NOTE: This Bond is issued simultaneously with the attached Performance Bond in favor of the Town.)

KNOW ALL MEN BY THESE PRESENTS:

That we, _____

(an individual, a partnership, a corporation)

duly organized under the Laws of the State (or Commonwealth) of _____,

and having a usual place of business at _____,

as Principal, and _____, a corporation

duly organized under the Laws of the State (or Commonwealth) of _____,

and having a usual place of business at _____,

as Surety, are holden and stand firmly bound and obligated unto the Town of Littleton,

Massachusetts, as obligee, in the sum of _____,

lawful money of the United States of America to and for the true payment whereof we bind

ourselves and, each of us, our heirs, executors, administrators, successors, and assigns, jointly

and severally, firmly by these presents.

WHEREAS, the Principal, by means of a written AGREEMENT (which together with the Contract Documents in said AGREEMENT referred to are collectively sometimes referred to as the "Contract") dated _____.

Has entered into a contract with the said obligee for _____

_____ a copy of which AGREEMENT is attached hereto and by reference made a part hereof.

NOW, THEREFORE, THE CONDITION of this obligation is such that if the Principal shall promptly make payments to all claimants as hereinafter defined, for all labor performed or furnished and for all materials and equipment furnished for or used or in connection with the Work called for by said AGREEMENT and/or Contract and any modifications thereof, including lumber used, but not incorporated in said Work, and for the rental or hire of vehicles, tools and other appliances and equipment furnished for or used in connection with said Work, this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, materials, and/or equipment used or reasonably required for use in the performance of the said Work, labor and materials, being construed to include that part of water, gas, power, light, heat, oil, gasoline,

telephone service or rental of equipment directly applicable to the said AGREEMENT and/or Contract and any modifications thereof.

2. The above named Principal and Surety hereby jointly and severally agree with the Town that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials or equipment were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Town shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by a claimant,
 - (a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the Town or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials or equipment for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials or equipment were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Town, or Surety at any place where an office is regularly maintained for the transaction of business, or served in the state in which the said Work is located, save that such service need not be made by a public officer;
 - (b) After the expiration of one (1) year following the date on which the Principal ceased work on said AGREEMENT and/or Contract and any modifications thereof, it being understood, however, that if any limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - (c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the said Work, or any part thereof, is situated, or in the United States District Court for the district in which the said Work, or any part thereof, is situated, and not elsewhere.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics liens which may be filed of record against said AGREEMENT and/or Contract or said Work, whether or not claim for the amount of such lien be presented under and against this bond.

The Surety, for value received, agrees further that no changes in, omissions from, or alterations, modifications or additions to the terms and provisions of said AGREEMENT and/or Contract or the Work to be performed thereunder, and that no extensions of time given or changes made in the manner or time of making payments thereunder, shall in any way affect the Surety's obligations on this Bond, and the Surety hereby waives notice of any such changes, omissions, alterations, modifications, additions or extensions.

IN WITNESS WHEREOF, we have hereunto set our hands and seals to _____
counterparts of this Bond, this _____ day of _____
in the year Two Thousand and Nineteen.

(NOTE: _____ (Seal)
Principal

If the Principal (Contractor)
is a partnership, the Bond
should be signed by each of the
partners. _____ (Seal)
Principal

If the Principal (Contractor)
is a corporation, the Bond
should be signed in its correct
corporate name by its duly
authorized officer or officers. _____ (Seal)
Principal

If this Bond is signed on
behalf of the Surety by an
attorney-in-fact, there should
be attached to it a duly certi-
fied copy of his power of
attorney showing his authority
to sign such Bonds. _____ (Seal)
Surety

_____ (Seal)
Surety

_____ (Seal)
Surety

There should be executed an
appropriate number of counter-
parts of the Bond corresponding
to the number of counterparts of
the AGREEMENT.) _____ (Seal)
Surety

Certificate of Acknowledgment of Contractor if a Corporation

For CONTRACT BONDS

State of _____)

SS:

County of _____)

On this _____ day of _____, 20____,

before me personally came _____

to me known, who being by me duly sworn, did depose and say as follows:

That he resides at _____

and is the _____

of _____

the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of said corporation; that the seal affixed to the foregoing instrument is such corporate seal and it was so affixed by order of the Board of Directors of said corporation; and that by the like order he signed thereto his name and official designation.

Notary Public (Seal)

My commission expires: _____

REFERENCES:

Mill & Pave – Delaney Street

BIDDER NAME: _____

The bidder is requested to state below what work of a similar character to that included in the proposed contract they have done and give references that will enable the Owner to judge experience, skill and business standing (add supplementary page if necessary).

Completion Date	Project Name	Contract Amount	Reference Name	Telephone Number

Respectfully submitted,

Signature

Printed Name

Company Name

Date

SECTION 5
SPECIFICATIONS

SECTION 5 SPECIFICATIONS

ITEM 1 – PAVEMENT MILLING (1.5”)

Equipment: Use a milling machine designed and built for this type of work. Provide a machine with an effective automatic grade and slope control system and having the capacity to mill concrete patches. Use a small milling machine (width of cut 24" or less) to mill adjacent to the curb and around all manholes, inlets and any other structures not accessible or practical to be milled by the milling machine. The small milling machine shall also be used to square off the beginning and ending edges of the roadway. The areas milled with the small milling machine shall be milled to the same depth as the remainder of the project area. The milled product produced by the small mill must be completely removed from the project site.

Milling Operation: Mill so the finished surface is free from gouges, grooves, ridges and in accordance with the surface tolerance requirements of Section 401.3(k), or as directed. Remove milled material, as specified, immediately after the milling operations to facilitate traffic control. Use care to remove the existing bituminous material around all utility facilities within the work areas. Repair or replace, to the satisfaction of the utility owner, utility facilities which are damaged by the milling operation. Control the rate of milling to avoid tearing of the mat, resulting in chunky and non-uniformly milled material. Separate oversize and chunky milled material as directed. Keep the milled pavement surface free of all loose materials and dust. The Contractor shall use water as necessary to minimize airborne dust.

Disposition of Milled Material: Satisfactorily dispose of the milled material offsite.

ITEM 2 – HOT-MIX ASPHALT IN-PLACE (1.5”)

Hot-mix Asphalt shall conform to the specifications set forth by the applicable subsections of the Commonwealth of Massachusetts, Department of Public Works, Standards Specifications for Highways and Bridges, 2023 Edition, SUBSECTION 450: HOT MIX ASPHALT PAVEMENT. All hot-mix asphalt to be SUPERPAVE. Pavement thickness shall be equal to a 2.5-inch base and a 2-inch top in all areas, or as directed by the Engineer.

All longitudinal joints occurring at interface of paved lanes shall be seated utilizing a hot-mix asphalt “wedge joint” at no extra cost per MA Highway Specifications Section 430.63, all intersections and driveway approaches shall be flared and matched as directed by the Engineer, Contractor to ensure proper runoff so to prevent R.O.W. runoff onto residents’ properties.

ITEM 3 – TACK COAT

Cationic emulsified asphalt shall conform to Section M3.03.1 of the Massachusetts Highway Department Standard Specifications for Highways and Bridges. A tack coat of asphalt emulsion, grade RS-1 shall be uniformly applied to existing or new pavement surfaces prior to placing new overlaying pavement courses. The existing surface shall be swept clean of all foreign matter and loose material using a mechanical sweeper and shall be dry before the tack coat is applied.

Tack Distributor System: A pressure distributor shall be used to apply the tack coat. The tack distributor system shall be equipped with the following to control and monitor the application: 1. System for heating the asphalt emulsion uniformly to specified temperature. 2. Thermometer for

measuring the asphalt emulsion temperature. 3. Adjustable full circulation spray bar. 4. Positive controls including tachometer, pressure gauge, and volume measuring device.

Tack Application Requirements:

1. The tack coat material shall be applied by a pressure distributor. All nozzles on the distributor shall be open and functioning. All nozzles shall be turned at the same angle to the spray bar. Proper nozzle angle shall be as determined by the manufacturer of the distributor spray bar. The spray bar shall be adjusted so that it is at the proper height above the pavement surface a double overlap spray for a uniform coverage of the pavement surface. A double lap application requires that the nozzle spray patterns overlap one another such that every portion of the pavement receives spray from exactly two nozzles.
2. Any new HMA pavement course shall receive a tack coat at an application rate of 1/20 gal/s.y. (0.05 gal/s.y. or 0.20 liters/square meter).
3. When the surface of a new HMA pavement course is in a condition which in the Engineer's judgment is unsatisfactory, the portion of HMA determined to be unsatisfactory shall be repaired or replaced to the satisfaction of the Engineer.
4. In addition to the requirements above, all vertical surfaces of curbs, edging, utilities, and drainage structures shall receive a thorough tack coat application immediately prior to placing each HMA pavement course.

SECTION 6
SPECIAL CONDITIONS

SECTION 6
SPECIAL CONDITIONS

- 6.1 Construction Warning Signs. All construction warning signs shall be erected in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways. All construction warning signs shall be erected and maintained by the Contractor at their own expense.
- 6.2 Traffic Control. Whenever and wherever, in the opinion of the Engineer, traffic is sufficiently congested or public safety is endangered, the Contractor shall be responsible for furnishing uniformed special officers to direct traffic and to keep traffic off the highway area affected by construction operations. The Owner shall be responsible for payment of all uniformed special officers. The Contractor shall be responsible for submitting all work slips to the DPW for uniformed special officers.
- The employment or presence of traffic flagmen, special officers, or police shall, in no way, relieve the Contractor of any responsibility or liability, which is his under the terms of the Contract.
- 6.3 Traffic Control Signs. The Contractor will provide traffic control signage as required for the paving operation to include detour and road closing signs. Where streets are to be closed, detour signage will be set up by the Contractor at the direction of the Engineer. Where one-lane traffic is required, signage will be placed in accordance with the M.U.T.C.D. Police and/or flagmen will be used as directed by the Owner.
- The Contractor shall be responsible for providing “Bump” signs at all joints.
- 6.4 Construction Plan. One week before commencement of construction, the Contractor shall present a construction plan, in writing, outlining a proposed schedule, hours of operation, sequence of operations and uniformed special officer needs.
- 6.5 Contractors Estimate. The Contractor shall prepare and submit a cost estimate, in Microsoft Excel Spreadsheet Format, for each street prior to beginning work.
- 6.6 Contractor Responsibility. During all other aspects of the paving operation i.e. structure removal or raising, the Contractor shall provide and place all signage required in accordance with the M.U.T.C.D. for work zone protection. The structure operation shall be set up to affect only one travel lane at a time.
- 6.7 Work Schedule. The Contractor shall perform all Work between the hours of 7:00a.m. to 3:00p.m., Monday through Friday. No work shall be allowed on weekends or holidays unless prior approval is granted by the Engineer/Owner.
- 6.8 Time for Completion. Paving shall be completed no later than June 30th, 2023
- 6.9 Monthly Price Adjustment for Hot Mix Asphalt (HMA) Mixtures.

**DOCUMENT 00811
SPECIAL PROVISIONS
MONTHLY PRICE ADJUSTMENT FOR HOT MIX ASPHALT (HMA)
MIXTURES ENGLISH AND METRIC UNITS
Revised: 07/08/2016**

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

Price Adjustments will be based on the variance in price, for the liquid asphalt component only, between the Base Price and the Period Price. They shall not include transportation or other charges. Price Adjustments will occur on a monthly basis.

Base Price

The Base Price of liquid asphalt on a project as listed in the Notice to Contractors section of the bid documents is a fixed price determined by the Department at the time of the bid using the same method as the determination of the Period Price detailed below. The Base Price shall be used in all bids.

Period Price

The Period Price is the price of liquid asphalt for each monthly period as determined by the Department using the average selling price per standard ton of PG64-28 paving grade (primary binder classification) asphalt, FOB manufacturer's terminal, as listed under the "East Coast Market - New England, Boston, Massachusetts area" section of the Poten & Partners, Inc. "Asphalt Weekly Monitor". This average selling price is listed in the issue having a publication date of the second Friday of the month and will be posted as the Period Price for that month. The Department will post this Period Price on its website at <http://www.mhd.state.ma.us/> within two (2) business days following its receipt of the relevant issue of the "Asphalt Weekly Monitor". Poten and Partners has granted the Department the right to publish this specific asphalt price information sourced from the Asphalt Weekly Monitor. This method of period price determination was formerly called the New Asphalt Period Price Method. Separate website postings using both the New Asphalt Period Price Method and the Old Asphalt Period Price Method were discontinued after June 2013.

Price Adjustment Determination, Calculation and Payment

The Contract Price of the HMA mixture will be paid under the respective item in the Contract. Price Adjustments, as herein provided, either upwards or downwards, will be made after the work has been performed using the monthly period price for the month during which the work was performed.

Price Adjustments will be paid only if the variance from the Base Price is 5% or more for a monthly period. The complete adjustment will be paid in all cases with no deduction of the 5% from either upward or downward adjustments.

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

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

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

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

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

**DOCUMENT 00812
SPECIAL PROVISIONS
MONTHLY PRICE ADJUSTMENT FOR DIESEL FUEL AND GASOLINE –
ENGLISH UNITS
Revised: 01/26/2009**

This monthly fuel price adjustment is inserted in this contract because the national and worldwide energy situation has made the future cost of fuel unpredictable. This adjustment will provide for either additional compensation to the Contractor or repayment to the Commonwealth, depending on an increase or decrease in the average price of diesel fuel or gasoline.

This adjustment will be based on fuel usage factors for various items of work developed by the Highway Research Board in Circular 158, dated July 1974. These factors will be multiplied by the quantities of work done in each item during each monthly period and further multiplied by the variance in price from the Base Price to the Period Price.

The Base Price of Diesel Fuel and Gasoline will be the price as indicated in the Department's web site (www.mhd.state.ma.us) for the month in which the contract was bid, which includes State Tax.

The Period Price will be the average of prices charged to the State, including State Tax for the bulk purchases made during each month.

This adjustment will be affected only if the variance from the Base Price is 5% or more for a monthly period. The complete adjustment will be paid in all cases with no deduction of the 5% from either upward or downward adjustments.

No adjustment will be paid for work done beyond the extended completion date of any contract.

Any adjustment (increase or decrease) to estimated quantities made to each item at the time of final payment will have the fuel price adjustment figured at the average period price for the entire term of the project for the difference of quantity.

The fuel price adjustment will apply only to the following items of work at the fuel factors shown:

ITEMS COVERED AND FUEL FACTORS

Excavation: and Borrow Work: (Both Factors Used)

Corresponding to Massachusetts DOT Items 120, 120.1, 121, 123, 124, 125, 127, 129.3, 140, 140.1, 141, 142, 143, 144., 150, 150.1, 151 and 151.1

Diesel: 0.29 Gallons / CY.

Gasoline: 0.15 Gallons / CY

Surfacing Work: Diesel Only

All Items containing Hot Mix Asphalt: 2.90 Gallons / Ton

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

DOCUMENT 00814

SPECIAL PROVISIONS

PRICE ADJUSTMENT FOR PORTLAND CEMENT CONCRETE MIXES

January 12, 2009

This provision applies to all projects using greater than 100 Cubic Yards (76 Cubic Meters) of Portland cement concrete containing Portland cement. This Price Adjustment will occur on a monthly basis.

The Price Adjustment will be based on the variance in price for the Portland cement component only from the Base Price to the Period Price. It shall not include transportation or other charges.

The Base Price of Portland cement on a project is a fixed price determined at the time of bid by the Department by using the same method as for the determination of the Period Price (see below) and found in the Notice to Contractors.

The Period Price of Portland cement will be determined by using the latest published price, in dollars per ton (U.S.), for Portland cement (Type I) quoted for Boston, U.S.A. in the **Construction Economics** section of *ENR Engineering News-Record* magazine or at the ENR website <http://www.enr.com> under **Construction Economics**. The Period Price will be posted on the MassHighway website the Wednesday immediately following the publishing of the monthly price in ENR, which is normally the first week of the month.

The Contract Price of the Portland cement concrete mix will be paid under the respective item in the Contract. The price adjustment, as herein provided, upwards or downwards, will be made after the work has been performed, using the monthly period price for the month during which the work was performed.

The price adjustment applies only to the actual Portland cement content in the mix placed on the job in accordance with the Standard Specifications for Highways and Bridges, Division III, Section M4.02.01.

No adjustments will be made for any cement replacement materials such as fly ash or ground granulated blast furnace slag.

The Price Adjustment will be a separate payment item. It will be determined by multiplying the number of cubic yards of Portland cement concrete placed during each monthly period times the Portland cement content percentage times the variance in price between the Base Price and Period Price of Portland cement.

This Price Adjustment will be paid only if the variance from the Base Price is 5% or more for a monthly period. The complete adjustment will be paid in all cases with no deduction of the 5% from either upward or downward adjustments.

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

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

6.10 Progress Payments. Progress payments will be made in amount equal to 95 percent of the Work completed with the balance being retainage but, in each case, less the aggregate of payments previously made.

6.11 Final Payment. Upon final completion and acceptance of the Work, the Owner shall pay the remainder of the Contract Price.

APPENDIX A
PREVAILING WAGE RATES