

Town of Lunenburg

LUNENBURG, MASSACHUSETTS 01462

TOWN HALL, 17 MAIN STREET
TEL: 978/582-4144 FAX: 978/582-4148

Advertisement for C.30B Bid

PLEASE PUBLISH THE FOLLOWING LEGAL AD ON:
OR YOUR NEXT PUBLICATION. P.O. #: 30B

LUNENBURG LEDGER

POST on Town of Lunenburg WEB SITE

Town Clerk's Office; Post on Official Bulletin Board

IF MORE THAN \$100,000, MUST BE IN "GOOD & SERVICES" BULLETIN.

Invitation For Bids SUPPLY OF MATERIALS AND SERVICES

The Town of Lunenburg, through its Department of Public Works, is accepting sealed bids for the supply of the following materials and services: Bituminous Concrete Unit Price, Bituminous F.O. B. at plant, Bituminous Concrete Unit Price multiple locations, same day Roadway Milling 1 ½" – 2", Milling Road Joints, Berm (monolithic), Tack Coat, Hot Poured Rubber Asphalt, High Pressure Hot Asphalt Crack sealing, Castings, High Performance Cold Patch, F.O.B. at plant, ¾" Trap Rock, 4" Reflective Yellow Centerline – Painted, 4" Reflective White Fog line - Painted, Bituminous Concrete Patching Excavate 12", Install 8" Gravel and 4" Bituminous Concrete, Bituminous Concrete Patching – Excavate 4" Bituminous Concrete Only – Install 4" Bituminous Concrete, Bituminous Concrete Driveway Apron Overlay. The Invitation For Bids (IFB) documents will be available at the Board of Selectmen Office 8:00 AM, May 23, 2016 and sealed bids will received at the Town Hall, 17 Main Street, Lunenburg MA 01462, until **1:00** p.m. on Tuesday, June 7, 2016 when all bids will be opened and publicly read aloud. Bid documents will be delivered via Fedex Overnight for \$20.00 (or the use of the vendor's Fedex account number. Clearly identify in lower left-hand corner as BID PROPOSAL FOR MATERIALS AND SERVICES with the Item name being bid, and the date and time of the bid opening. Bids must be in a separate, sealed envelope. All bidders must be pre-qualified with Massachusetts Highway Department (MHD (MDOT)), items, where applicable, must comply with the latest edition of the Commonwealth of Massachusetts, Standard Specifications for Highways & Bridges. The Town reserves the right to reject any or all proposals. Pursuant to the Affirmative Action Plan/EEO Policy, all qualified proposers will receive consideration without regard to race, color, creed, religion, sex, disability or national origin. Bidding procedures will comply with Chapter 30B of the General Laws.

TOWN OF LUNENBURG MA
BY: Kerry Speidel
Town Manager

AWARDING AUTHORITY [C]				
AGENCY			BID NUMBER	
Town of Lunenburg 17 Main Street, Lunenburg, MA 01462			Bid Number DPW - 01 Contract Number 2013 – 01	
CONTACT INFORMATION				
NAMES:		TITLE: Town Manager		
Kerry Speidel		PHONE: 978-582-4144		
ADDRESS:		CITY/TOWN:		
17 Main Street P.O. Box 135		Lunenburg, MA 01462		
DESCRIPTION:		GOODS [<input checked="" type="checkbox"/>] SERVICES [<input type="checkbox"/>]		
<p>The Town of Lunenburg, through its Department of Public Works, is accepting sealed bids for the supply of the following materials: Bituminous Concrete Unit Price, Bituminous Concrete F.O.B. at plant, bituminous Concrete Unit Price at various locations same day, Roadway Milling 1 1/2 " - 2", Milling Road Joints, Berm, (monolithic), Tack Coat, Hot Poured Rubber Asphalt, High Pressure Hot Asphalt Crack sealing, Castings, High Performance Cold Patch, F.O.B. at plant, 3/4" Trap Rock, 4" Reflective Yellow Centerline – Painted, 4" Reflective White Fog line - Painted, Bituminous Concrete Patching Excavate 12", Install 8" Gravel and 4" Bituminous Concrete, Bituminous Concrete Patching – Excavate 4" Bituminous Concrete Only – Install 4" Bituminous Concrete, Bituminous Concrete Driveway Apron Overlay,. The Invitation For Bids (IFB) documents will be available at the Board of Selectmen Office 8:00 AM, May 23, 2016 and sealed bids will received at the Town Hall, 17 Main Street, Lunenburg MA 01462, until 1:00 p.m. on Tuesday, June 7, 2016 when all bids will be opened and publicly read aloud. Bid documents will be delivered via FedEx Overnight for \$20.00 (or the use of the vendor's FedEx account number. Clearly identify in lower left-hand corner as BID PROPOSAL FOR MATERIALS AND SERVICES and the date and time of the bid opening. Bids must be in a separate, sealed envelope. All bidders must be pre-qualified with Massachusetts Highway Department (MHD (MDOT)). All items, where applicable, must comply with the latest edition of the Commonwealth of Massachusetts, Standard Specifications for Highways & Bridges. The Town reserves the right to reject any or all proposals. Pursuant to the Affirmative Action Plan/EEO Policy, all qualified proposers will receive consideration without regard to race, color, creed, religion, sex, disability or national origin. Bidding procedures will comply with Chapter 30B of the General Laws.</p>				
CONTRACT INFORMATION:				
ESTIMATED RATE	DURATION OF CONTRACT	BID RELEASE DATE	BID DEADLINE DATE	BID DEADLINE TIME
PER ITEM BID	1 yr., renewable	May 23, 2016	June 7, 2016	1:00 p.m.

TOWN OF LUNENBURG
LUNENBURG, MASSACHUSETTS 01462



INVITATION FOR BIDS
AND CONTRACT DOCUMENTS

SUPPLY OF MATERIALS FOR THE
DEPARTMENT OF PUBLIC WORKS

BID # DPW 30B.10.01

Town Clerk

Contractor

Legal

Department

Town of Lunenburg



MASSACHUSETTS 01462

Invitation For Bids

SUPPLY OF MATERIALS AND SERVICES FOR THE DEPARTMENT OF PUBLIC WORKS

DPW 30B.10.01

The Town of Lunenburg is accepting sealed bids for the supply of and services for the Department of Public Works. The final date to submit bids is June 7, 2016 @ 1:00 p.m.

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Items in ***italic must*** be returned with bid.

Attached: Form of Contract (5 pages)

Town of Lunenburg
MASSACHUSETTS 01462



Department of Public Works

Notice to Bidders
SUPPLY OF MATERIALS AND SERVICES

The Town of Lunenburg, through its Department of Public Works, is accepting sealed bids for the supply of the following materials and services: Bituminous concrete Unit Price, Bituminous concrete F.O.B. at plant, Bituminous Concrete Unit Price at various locations, Roadway Milling 1 1/2" - 2", Milling Road Joints, Berm, (monolithic) Sidewalks, Tack Coat, Hot Poured Rubber Asphalt, High Pressure Hot Asphalt Crack sealing, Castings, High Performance Cold Patch, F.O.B. at plant, 3/4" Trap Rock, 4" Reflectorized Yellow Centerline – Painted, 4" Reflective White Fog line - Painted, Bituminous Concrete Patching Excavate 12", Install 8" Gravel and 4" Bituminous Concrete, Bituminous Concrete Patching – Excavate 4" Bituminous Concrete Only – Install 4" Bituminous Concrete, and Bituminous Concrete Driveway Apron Overlay.

Invitation For Bids: Unless otherwise noted, and except for any addenda that may be issued, this Invitation For Bids constitutes the entire solicitation. Bid documents are available and sealed bids will be received at:

Office of the Board of Selectmen
17 Main Street
Lunenburg, MA 01462-0135

Until June 7, 2016 @ 1:00 PM at which time all bids will be opened and publicly read aloud. Clearly mark bids on the outside envelope as **BID PROPOSAL FOR DPW MATERIALS AND SERVICES** and the date and time of the bid opening. Bids for each item must be in a separate, sealed envelope. All items, where applicable, must comply with the latest edition of the Commonwealth of Massachusetts, Standard Specifications for Highways & Bridges. All bidders must be pre-qualified with Massachusetts Highway Department (MHD (MDOT)). Bid documents will be delivered via Fedex Overnight for a fee of \$20 (or the use of the bidder's Fedex account number).

Notice concerning unexpected closures: If the office receiving the responses to this solicitation is closed due to inclement weather, power outage or any other reason, the deadline is automatically extended to the same location and the same time on the next business day the office is open.

Questions: Inquiries concerning any part of this bid shall be made in writing at least five (5) business days prior to the date the bids are due. All questions must be submitted to Kerry Speidel, Town Manager, 17 Main Street, Lunenburg MA 01462, and will be answered in writing. If the Town issues any addenda to this bid, each bidder shall acknowledge on the Bid Form(s)

the receipt of each addendum by addendum number and date. Questions received later than five days prior to the bid due date will not be answered.

Forms & Certifications: Forms and certificates to be completed include the BID FORMS, Certification of Good Faith, Certification of State Taxes Paid & Filed, and Certificate of Vote (for corporations), Reference Sheet(s), Certification of Non-Debarment and Non-Collusion certification, all of which are attached hereto and incorporated herein by reference.

Bid Deposit: No bid deposit required.

Tax Exempt: Purchases of goods and services by the Town of Lunenburg are exempt from the payment of Federal Excise Taxes and Massachusetts Sales Tax, and any such taxes must not be included in any price computations.

Information - Bidders

Premature Opening: The Town will not be responsible for the premature opening of any bid not properly identified, and any such bids will be rejected.

Rejection of Bids; Waiver of Technicalities: The Town reserves the exclusive right to reject any or all bids, and waive minor technicalities to the extent allowed by law. Bids which are incomplete, conditional, not properly endorsed, or signed, or which are otherwise contrary to these instructions may be rejected.

Contract: The award and validity of any contract resulting from this Invitation For Bids is subject to the approval of the Town Manager, the availability of sufficient funds as determined by the Town Accountant and the submission to the Chief Procurement Officer of insurance and bond documents listed in a Notice of Award. The terms of any resulting contract will be for one year from July 1, 2016 through June 30, 2017, with renewals, if any, of two additional years at the sole and exclusive right of the Awarding Authority. Renewals, if any, following the first fiscal year, are also subject to appropriation. The Town will accept a bid for contract within 60 days of evaluating minimum and comparative criteria and price.

Responsibility: The bid for the work detailed in the purchase description must cover all contingencies, including labor, materials, transportation, and all others, necessary for delivery of the project required by the Town of Lunenburg, MA. These specifications require the performance of all things necessary or proper for or incidental to the services specified herein. All services mentioned in these specifications and all things not specified herein, but involved in carrying out their intent, and the complete and proper execution of the services are required by these specifications; and the contractor shall perform same as though they were specifically described and mentioned.

Title: For the delivery of any goods, supplies or equipment, title in all products shall remain with the successful contractor until delivered or otherwise accepted by the Awarding Authority.

MBE Program: Pursuant to Town's Affirmative Action Statement / MBE/WBE, EEO policies, all qualified bidders will receive consideration without regard to race, color, creed, religion, disability, sex or national origin.

Responsive Bidders: The Town of Lunenburg will consider only responsive bids from responsible Contractors for a contract award. A responsive bid is one which complies fully with all submission requirements stated in these bid/contract documents. A responsible Contractor is one who demonstrably possesses the skill, ability, and integrity necessary to faithfully perform the work called for in this procurement, judged on the basis of information about the Contractor's experience, performance on recent and current projects and appropriate references.

Modifications prior to Bid Deadline: A bidder may correct, modify, or withdraw a proposal by written notice received in the office of the Board of Selectmen, 17 Main Street, P.O. Box 135, Lunenburg, MA 01462 prior to the date and time set for opening proposals. After the bids are opened, a bidder may not change the price or any other provision of the bid in a manner

prejudicial to the interest of the Town or to fair competition. The Town may waive minor informalities to allow the bidder to correct them. If a mistake and the intended offer are clearly evident on the face of the proposal, the Town of Lunenburg may correct the mistake to reflect the intended correct offer and so notify the bidder in writing. The bidder may not withdraw a proposal if a mistake is clearly evident on the face of the proposal, but the intended correct offer is not similarly evident.

Contract Terms: Each bid submitted in response to these bid/contract documents is subject to all contract terms and conditions included herein, and any contract awarded will incorporate all of these contract terms.

Bidders Must Examine All Documents: All bidders are required to examine all documents included in these bid/contract documents or referred to herein. The Town of Lunenburg will not be responsible for errors, omissions, or charges for extra work arising from any failure by the proposer to familiarize itself with the bid/contract documents. Submission of a bid constitutes an acknowledgement that the bidder has examined the bid/contract documents, that the bidder is familiar with them, and the documents are adequate and that the bidder will produce the required results.

Contractor Requirements

Evidence of the following requirements must be submitted to the Town prior to the award of a contract to the successful bidder:

Prior experience: The contractor, which will perform the substantive portion of the principal work described in the specifications, must have a documented record of reliable performance in the supply of the materials and services named above, and must submit appropriate references, including contract amounts, and names and telephone numbers of contact officials.

Bond: Contractor must supply a Labor & Payment Materials and services bond in the amount of 50% of the total value of the bid price. The bond must be made out to Town of Lunenburg. The Contractor and Surety must sign each Bond. The Power of Attorney must have Surety's impressed seal or otherwise be an original. Certification of full force and effect in the General Power of Attorney must be dated. If this is a multi-year contract, Contractor will be responsible for providing updated labor & payments bonds on or before the renewal date of the contract. Failure to provide same shall be a breach of the agreement, and the Owner may, notwithstanding any other terms of the contract, cancel same without providing advance notice, and/or imposing a \$100.00 per day fee for each day the bond is not in the Town's possession. Any such bond must be issued by a surety company licensed by the Commonwealth's Division of Insurance, listed in the most recent United States Treasury Department Circular 570 - Surety Companies Acceptable on Federal Bonds, and acceptable to the Awarding Authority.

Indemnification: The successful contractor will be required to indemnify and hold harmless the Awarding Authority for all damage to life and property that may occur by the provision of liability and property damage insurance in the amount of One Million Dollars (\$1,000,000.00) combined single limit or equal, naming the Awarding Authority as an additional insured. Contractor shall, if it has employees, shall also produce evidence of coverage of Worker's Compensation Insurance as required by M.G.L. c.152. It is further provided that Contractor will hold the Owner harmless from any liability associated with the acts of the insured, its employees, any subcontractors and any others under its control. Any lack of insurance by Contractor's employees, any subcontractors and any others under its control will not release Contractor from its responsibility to indemnify Owner. All insurance policies shall include written notification to Owner of cancellation or restrictive amendment at least thirty days (30) prior to such action. Notice shall be made as hereinbefore provided.

Ownership of Supplies & Products: The Contractor shall retain title to any products, provisions, construction material and all other supplies provided by it as part of the Work until accepted by the Awarding Authority.

Wages: The contractor will be responsible for compliance with all applicable Federal and State wage rates. Pay requisitions must be submitted with certified payrolls in accordance with the Commonwealth of Massachusetts Division of Occupational Safety, Prevailing Wage Rates. If the one-year contract resulting from this solicitation is renewed by the Awarding Authority, Prevailing Wage Rates shall be adjusted per the Commonwealth of Massachusetts Division of Occupational Safety once each fiscal year, effective July 1st, for the second and third years of the contract.

Assignment: The successful contractor will not be permitted to assign or underlet the contract, nor assign either legally or equitably, any monies hereunder, or its claim thereto, without the previous written consent of the Chief Procurement Officer.

Verbal Orders: Verbal Orders are not binding on the Town and work done without a written, executed purchase order or contract amendment is at the sole risk of the Contractor.

Contract: A Form of Contract is included with this bid and it is attached hereto and incorporated herein by reference.

Payments: All prices are to be net thirty (30) days and will be paid upon receipt of the material, acceptance by the Awarding Authority and receipt and approval of an invoice reflecting the actual amount of material to which the Awarding Authority has taken possession.

Termination: Any contract resulting from this solicitation may be terminated as described in the attached form of contract.

Amendments: Amendments are strictly regulated and must be signed by officer(s) who may legally bind the company.

Best Price: The "best price" for this solicitation will be the lowest price each item in the bid. All items must be bid to qualify as a responsive and responsible bidder.

Renewals: If the one-year contract resulting from this solicitation is renewed by the Awarding Authority, the prices per ton or cubic yard shall be adjusted based upon the Price Adjustment for Hot Mix Asphalt Mixtures as determined by the Massachusetts Highway Department (MDOT) once each fiscal year, effective July 1st, for the second and third years of the contract.

BID FORM

Name of item / Description	Estimated Quantity	Unit per ton/cu.yd.	TOTAL BID PRICE
Bituminous Type I in Place	10,000 ton	\$	\$
Bituminous Type I, F.O.B. at plant	2000 ton	\$	\$
Bituminous Type I In Place multiple locations same day	2500 ton	\$	\$
Roadway Milling up to 1 ½" - 2"	10,000 sq.yds.	\$	\$
Full depth reclamation	5,000 sq.yds.	\$	\$
	.	\$	\$
Berm (monolithic)	4,000 lin.ft.	\$	\$
Sidewalks	900 sq.yds.	\$	\$
Tack Coat	4,000 gal.	\$	\$
Hot Poured Rubber Asphalt	7,000 lin.ft.	\$	\$
Castings:			
(a) Rebuild	50 vert.ft.	\$	\$
(b) Adjust manholes and catch basins to finish grade w/collars	Per each	\$	\$
(c) Adjust existing water/gas gates	Per each	\$	\$
High Pressure Hot Asphalt Crack Sealing	15,000 lf	\$	\$
High Performance Cold Patch F.O.B. at Plant	150 ton	\$	\$
¾" Trap Rock F.O.B. at Plant	150 ton	\$	\$
4" Reflective Yellow Centerline - Painted	15,000 lin.ft.	\$	\$
4" Reflective White Fog line- Painted	30,000 lin.ft.	\$	\$
Bituminous Concrete Patching – Excavate 12", Install 8" Gravel and 4" Bituminous Concrete	1000 sq.yds.	\$	\$
Bituminous Concrete Patching – Excavate 4" Bituminous Conc. Only, Install 4" Bituminous Concrete	1000 sq.yds.	\$	\$
Bituminous Concrete Driveway Apron – Overlay	200 tons	\$	\$
Milling joints per sq yd.	100 sq yds		
BID TOTAL			\$

¹ Estimated quantities are for bidding purposes only; the Awarding Authority will only pay for the actual amount of material used.

NAME OF COMPANY: _____

ADDRESS: _____

TOWN/STATE/ZIP: _____

TELEPHONE/FAX: _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____

(Signature binds price for 60 days)

The Town of Lunenburg reserves the exclusive right to reject any or all bids or to accept any one part thereof, not the lowest as deemed by them to be in the best interests of the Town and their decision shall be final, to the extent allowed by the general laws, as amended.

Submission Requirements

Any bidder failing to provide all of the following submission requirements may not be considered "responsive" and may be rejected. All bids shall include the following information:

- a. Name of firm(s)/consultant(s);
- b. Address of firm(s)/consultant(s);
- c. Name and telephone number of contact person;
- d. A list of most recent contracts, including name, location, cost, date, name of owners, name of owner's representative for which similar services or goods were provided within the Commonwealth.

REQUIRED CERTIFICATIONS

1. **Certification of Good Faith.** Pursuant to chapter thirty B of the general laws, (and the Awarding Authority's policy for all contracts pursuant to MGL c.30§39M or c.149§) the following certification must be completed and attached to the bid or proposal: 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.

► **SIGNED:** _____

Name of person signing bid or proposal

TYPED:

Name of
Business: _____

DATE: _____

2. **Certification that State Taxes are Filed and Paid:** Pursuant section forty-nine A of chapter sixty-two C of the general laws, the following certification must be completed and attached to the bid or proposal: I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required by law. My Social Security number (voluntary) or Federal Identification number is: _____

► **BY:** _____

Signature of Individual/Corporate Name (Mandatory)
Corporate Officer (Mandatory, if applicable)

DATE: _____

Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant(s). Your Social Security Number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

3. Unemployment Contribution Certification

Pursuant to M.G.L. c. 151A, §19A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am/my company is in compliance with all laws of the Commonwealth relating to contributions and payments in lieu of contributions.

▶ **Signed:** _____ **Date:** _____
Name of person signing bid or proposal.

Typed: _____

Name of Business _____

Name of business

Date

CERTIFICATE OF VOTE

I, _____, Clerk of _____ hereby certify that, at a meeting of the Board of Directors of said Corporation duly held on _____ which date is earlier than the contract to which this certificate is incorporated by reference, at which a quorum was present and voting throughout, the following vote was duly passed and is now in full force and effect:

"Voted: That _____ be and hereby is authorized, directed and empowered for, in the name of and on behalf of this corporation, to sign, seal with the corporate seal, execute, acknowledge and deliver 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 Awarding Authority; 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 a certificate of such later vote attested by the Clerk of this Corporation is delivered to the Awarding Authority."

I, further certify that (NAME OF OFFICER) _____

is the duly-elected (TITLE) _____ of said corporation.

▶ **Signed:** _____
CLERK-SECRETARY

Place of Business: _____

Date of Contract: _____

AFFIX CORPORATE SEAL

▶ **Countersignature:** _____
(Name and Title of Officer)

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

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____
County of _____

_____ being first duly sworn, depose and says that:

(1) He/She is _____ of, the Bidder that has been submitted the attached Bid:

(2) He is fully informed respecting and preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive of sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in anyway colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid of any other Bidder, or to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion conspiracy, connivance or unlawful agreement any advantage against the Town of Lunenburg, Massachusetts or any person interested in the proposed Contract;

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

▶ Signed _____

Subscribed and sworn to before me
This _____ day of _____ 20____

Name

Title
My Commission expires _____

NONCOLLUSION AFFIDAVIDIT MUST BE SUBMITTED WITH BID

CERTIFICATION ON DEBARMENT
(Must be submitted with Bid)

The _____
(Name of Individual or Concern Submitting This Bid)

hereby certifies that it is not included on the U.S. Comptroller Generals Consolidated List of Persons or Firms Currently Debarred for Violations of Various Public Contracts Incorporating Labor Standards Provisions. The Bidder further certifies that under the penalty of perjury that the said Bidder is not presently debarred from doing public construction work in the Commonwealth under the provisions of section twenty-nine F or chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

► **Signed:** _____ **Title:** _____

NOTE: A BIDDER WILL NOT BE ELIGIBLE FOR AWARD OF A CONTRACT UNDER INVITATION TO BID UNLESS SUCH BIDDER HAS SUBMITTED AS A PART OF ITS BID THE ABOVE CERTIFICATION PERTAINING TO INELIGIBLE CONTRACTORS WHICH WILL BE DEEMED A PART OF THE RESULTING CONTRACT.

REFERENCE SHEET #1 (copy as needed)

Type Job:

Job Location:

Town or Town:

Contact Person:

Tel. Number:

Type Job:

Job Location:

Town or Town:

Contact Person:

Tel. Number:

Type Job:

Job Location:

Town or Town:

Contact Person:

Tel. Number:

LABOR & MATERIALS PAYMENT BOND

KNOWN ALL MEN BY THESE PRESENTS:

That

as Principal, hereinafter called Contractor, and

as Surety, hereinafter called Surety, are held and firmly bound unto

as Obligee, hereinafter called Owner, in the amount of

.....Dollars (\$.....) for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS Contractor has by written agreement dated entered into a Contract with Owner for

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW THEREFORE, if the Contractor and his subcontractors shall pay for labor performed and materials used or employed in the prosecution of the work provided for in said contracts, and for all other items of the kind and nature specified in Chapter 149, §29 of the General Laws of Massachusetts, as amended, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that in order to obtain the benefits of this bond, all claimants shall comply with all the provisions of said Chapter 149, §29, which are pertinent to their claims, and all rights and liabilities on this bond shall be determined and limited by said section to the same extent as if this were copied at length herein.

IN WITNESS THEREOF, the parties hereto have hereunto set their hands and affixed their seals on

Witness as to Principal:

..... (seal)

BY:
Name & Title:

(Name of Surety) (seal)
Name & Title:

CHECKLIST

This page is to be completed by the Town of Lunenburg and is also supplied to assist bidders.

- YES NO COMPLETED AND SIGNED BID FORM.
- YES NO CERTIFICATION OF GOOD FAITH
- YES NO CERTIFICATION THAT STATE TAXES ARE PAID
- YES NO UNEMPLOYMENT CONTRIBUTION CERTIFICATION
- YES NO CERTIFICATE OF VOTE
- YES NO CERTIFICATE OF NON-COLLUSSION
- YES NO CERTIFICATION OF NON-DEBARMENT
- YES NO ONE ORIGINAL, 1 COPY OF BID;
- YES NO BID DEPOSIT, ONLY IF REQUESTED:
- YES NO SAMPLES OF PRIOR WORK, ONLY IF REQUESTED:
- YES NO APPROPRIATE REFERENCES AS REQUESTED:

Contractor Must Supply:

- YES NO LABOR & MATERIALS PAYMENT BOND
- YES NO EVIDENCE OF INSURANCE, ONLY IF REQUESTED:
- YES NO EVIDENCE OF WORKER'S COMPENSATION, IF REQUIRED:

Account #:

[]
[]

Town Accountant

Contractor

Amount: \$

File #

CONTRACT AGREEMENT

Agreement Date; Parties to the Agreement: This agreement is made this _____ day of _____ 2016 by and between _____, located at _____, (hereinafter, the "Contractor") and the Town of Lunenburg, 13 Main Street, Lunenburg, MA 01462, (hereinafter, the "Awarding Authority") as represented by the Town Manager acting for and in behalf of the Awarding Authority who signs these, presents, in his official capacity, and incurs no liability in his individual capacity. It is agreed that the responsible parties to receive any notices under this contract are _____ for the Contractor, and John Rodriquez, DPW Director, for the Awarding Authority, 520 Chase Road, Lunenburg, MA 01462.

Scope of Services, Deliverables: Awarding Authority has awarded a contract specifying that the Contractor shall and will provide all supplies, services and other, unless otherwise specified, necessary for providing the following-named material(s) in compliance with and according to any and all documentation prepared by the Awarding Authority and Contractor, all of which is incorporated herein by reference. It is understood the "bid price" is a unit price multiplied by an estimated number of tons or cubic yards for bidding purposes only. The Awarding Authority will only pay for the amounts actually used.

Name _____ Bid Price _____

It being one of the conditions of said award that a formal, written contract be executed by and between Contractor and Awarding Authority evidencing the terms of such award, it is agreed that this contract is evidence of said condition. It is understood and agreed that any contractual obligation of the Awarding Authority in years subsequent to the fiscal year in which this agreement is executed, including multi-year contracts, is contingent and subject to the availability of appropriated funds.

Title: For the delivery of any goods, supplies or equipment, title in all products shall remain with the successful contractor until accepted by the Awarding Authority.

Contractor's Offer and Awarding Authority's Solicitation Included: Awarding Authority and Contractor agree that the Contractor's bid or proposal, including any related documents, prices, deliverables or services promised, and the Awarding Authority's Information For Bids (hereinafter "IFB") including any purchase descriptions, specifications, submission requirements, scope of work, and any other related documents are all incorporated and made a part of this contract as if written herein.

Payment Schedule: Both parties to this agreement agree the Awarding Authority will adhere to the payment schedule as specified in the Awarding Authority's IFB unless otherwise superseded within this agreement, providing the Contractor submits proper documentation for payment.

Abandonment of Work or Other Default: Contractor agrees that abandonment or delay of work, services, or the supply of products shall be a violation of this agreement. The Awarding Authority may, by whatever legal remedies are available to it, complete or cause to be completed, the work or provision of services and the Contractor shall bear full responsibility for the entire cost of completing the terms of the contract and agrees to be liable to the Awarding Authority for any losses, damages, costs, and expenses, including attorney's fees, sustained or

incurred by the Awarding Authority by reason of any of the foregoing causes. Any costs incurred by the Awarding Authority will first be deducted from any payments due and payable to the Contractor, who shall also be responsible for any costs in excess of the lowest price accepted by the Awarding Authority.

Indemnification: The successful contractor will be required to indemnify and hold harmless the Awarding Authority for all damage to life and property that may occur by the provision of liability and property damage insurance in the minimum amount of Five Hundred Thousand Dollars (\$500,000.00) naming the Awarding Authority as an additional insured. Contractor shall, if it has employees, shall also produce evidence of coverage of Worker's Compensation Insurance as required by M.G.L.,c.152. It is further provided that Contractor will hold the Owner harmless from any liability associated with the acts of the insured, its employees, any subcontractors and any others under its control. Any lack of insurance by Contractor's employees, any subcontractors and any others under its control will not release Contractor from its responsibility to indemnify Owner. All insurance policies shall include written notification to Owner of cancellation or restrictive amendment at least thirty days (30) prior to such action. Notice shall be made as hereinbefore provided. If this is a multi-year contract, Contractor will provide updated insurance certificates before the renewal date. Notwithstanding any other provisions of this agreement, the Awarding Authority may, without providing notice, terminate this agreement or impose a fee of \$100.00 for each day proof of insurance is not in the possession of the Awarding Authority.

Payments Bonds: Contractor shall provide a Labor & Materials Payment bond in the amount of fifty (50%) percent of the total proposed cost of the work or services. Any bond must be issued by a surety company licensed by the Commonwealth's Division of Insurance, listed in the most recent United States Treasury Department Circular 570 - Surety Companies Acceptable on Federal Bonds, and in the form acceptable to the Awarding Authority. If this is a multi-year contract, Contractor will be responsible for providing an updated performance bond to the Awarding Authority on or before the renewal date of the contract. Notwithstanding any other provisions of this agreement, the Awarding Authority may, without providing notice, terminate this agreement or impose a fee of \$100.00 for each day proof of bonding is not in the possession of the Awarding Authority.

Termination for Convenience The Awarding Authority may terminate the Contract in whole or in part when the Awarding Authority determines such termination to be in the best interests of the Awarding Authority. Notice of the termination will be in writing and effective immediately upon its receipt by the Contractor or its authorized representative. In the event of termination under this paragraph, the Contractor shall be paid for those items delivered and accepted up to the date and time of termination. In no event shall the Contractor be entitled to recover any amount for loss of profits for items not delivered and accepted before the date and time of termination. Termination under this paragraph shall not relieve the Contractor of any liability to the Awarding Authority, which it has under the Contract for damages sustained or costs incurred because of any breach of the Contract by the Contractor.

Termination for Default Subject to the provisions of the paragraph entitled "Force Majeure", if either party fails to fulfill its obligations under the Contract the other may terminate the Contract in whole or in part. The Awarding Authority's and the Contractor's right to terminate under this paragraph may be exercised if the defaulting party fails to cure such default within ten (10) days after receipt of written notice of such failure. Notice of the termination shall be in writing and will be effective immediately upon receipt. Termination of the Contract shall not relieve the Contractor of any liability to the Awarding Authority under this Contract. The Awarding Authority may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount for damages due the Awarding Authority from the Contractor is determined. If the Awarding Authority terminates the Contract for default it may acquire under the terms and in the manner, it considers appropriate, goods, equipment or supplies similar to those ordered. In such

case, the Contractor will be liable to the Awarding Authority for any excess costs of those items. The rights and remedies of the Awarding Authority under this paragraph are in addition to any other rights and remedies provided by law or under the Contract.

Force Majeure. Neither party shall be responsible for delays in performance occasioned by unforeseeable causes beyond the control of and without the fault or negligence of either party. Such causes may include, but are not limited to, Acts of God or a public enemy, fires, flooding, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather. In such circumstances, the party whose performance is affected shall promptly notify the other. Dates or times of performance will be extended to the extent of delays excused by this paragraph. Neither party will be liable to the other or be deemed to be in breach of the Contract for any delay in rendering performance arising out of any causes beyond its reasonable control and without its fault or negligence.

Fair Employment Practices The Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion or physical or mental handicap. The Contractor agrees to comply with all applicable federal and state statutes, rules and regulations prohibiting discrimination in employment including: Title VII of the Civil Rights Act of 1964; The Age Discrimination in Employment Act of 1967; The Americans with Disabilities Act of 1991; Massachusetts General Laws Chapter 151B Section 4 (and all relevant subsections); and all relevant Administrative Orders and Executive Orders (including Executive Order No. 227).

Renewals: If the one-year contract resulting from this solicitation is renewed by the Awarding Authority, the prices per ton or cubic yard shall be adjusted based upon the Price Adjustment for Hot Mix Asphalt Mixtures as determined by the Massachusetts Highway Department (MDOT) once each fiscal year, effective July 1st, for the second and third years of the contract.

Amendments: Awarding Authority and Contractor agree that all amendments to this contract shall be in writing; shall comply with M.G.L. c.30B; and shall be signed by officials with authority to bind the Contractor and the Awarding Authority.

Termination of Contract: Contractor agrees that any breach of the provisions of this contract and its incorporated attachments shall be sufficient cause for the Awarding Authority to terminate this agreement five days after the date of a written notice to the Contractor. Additionally, if errors in the procurement, bidding or wage rate laws or regulations of the Commonwealth, whether said errors were made by the Contractor or the Awarding Authority, are found to exist by any agency of the Commonwealth or by any court of competent jurisdiction, this contract shall become null and void, and the Awarding Authority shall be not be responsible for payment of any fees, invoices, charges or other enumeration except as ordered by a court of competent jurisdiction.

Conflict of Interest Prohibited: Contractor agrees that any activity that would constitute a violation of the Conflict of Interest statute, M.G.L. c.268A, is prohibited and will cause an immediate termination of this contract.

Assignment Prohibited: Contractor agrees that it will not be permitted to assign or underlet the contract, not assign either legally or equitably, any monies hereunder, or its claim thereto, without the previous written consent of the Chief Procurement Officer. Notwithstanding the provisions of M.G.L. c.30B, any procurement officer except the Chief Procurement Officer shall not validate the provisions of this section.

Certifications: Contractor certifies under penalty of perjury that it is not presently debarred from entering into a public contract in the Commonwealth under the provision of section twenty-nine F of chapter 29, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder. Awarding Authority agrees that Contractor has filed with the Awarding Authority a certification of tax compliance pursuant to M.G.L. c62C, s.49A.

Entire Agreement Clause: Awarding Authority and Contractor agree that this contract and its attachments and incorporated documents constitute the entire agreement between the Awarding Authority and Contractor, and no other binding agreements exist.

Severability: Contractor and Awarding Authority agree that the provisions of this contract are severable, and if any court of competent jurisdiction shall hold any of these provisions unconstitutional, the decision of said court shall not affect or impair any of the remaining provisions.

Agreement: Now, Therefore, this Contract Agreement witnesseth that the Contractor does hereby covenant and agree with the Awarding Authority that the Contractor will faithfully perform all the work or services, and deliver all deliverables or reports required under the terms and conditions of this agreement, including those incorporated herein; and the Awarding Authority does hereby covenant and agree with the Contractor that the Awarding Authority will pay to the Contractor such sums, when due and payable under the terms of said specifications, instructions and award, and in faithful compliance with all obligations imposed thereupon, all sums due accordingly for the performance of the work or services.

Duration of Contract: It is agreed the duration of this contract shall be one year from July 1, 2013. Contractor agrees the Awarding Authority may renew this agreement for two additional periods of one year each with costs increases only as hereinbefore provided. It is understood and agreed that any contractual obligation of the Awarding Authority in years subsequent to the fiscal year in which this agreement is executed, including multi-year contracts, is contingent and subject to the availability of appropriated funds. (The next page is the signatory page).

In Witness Whereof, the said Contractor, and the said Awarding Authority, hereto set our hands and seals.

FOR THE CONTRACTOR

FOR THE AWARDING AUTHORITY

APPROVED AS TO FORM:

DEPARTMENT HEAD:

TOWN ACCOUNTANT who certifies, pursuant to §31C of chapter 44 of the general laws that the proposed expenditure is not in excess of the appropriation or the unexpended balance thereof for the current fiscal year.
P.O. # _____

PROCUREMENT OFFICER who certifies that the services or supplies purchased or leased pursuant to this contract were, to the best of his belief and knowledge, procured pursuant to the general laws of the Commonwealth of Massachusetts. Bid/Contract # 2013-01 DPW.

NOTICE OF AWARD

DATE

N
N
A
A

Subj: NOTICE OF AWARD

Dear

This is to inform you that your firm has been awarded the contract for the material(s) at the price(s) in your proposal as attached hereto. The award and validity of any contract resulting from this Invitation For Bids is subject to the approval of the Town Manager, the availability of sufficient funds as determined by the Town Accountant and the submission to the Chief Procurement Officer of insurance and bond the

1. Two signed originals of the Contractual Agreement enclosed herein.
2. At least one original certificate of insurance in the amounts required by the bid documents. Liability policy must name the Town of Lunenburg as an additional insured
3. Labor & Materials Payment Bond, at 50% of the amount of the contract.

Please make all arrangements for the supply of these documents to Kerry Speidel, Town Manager, Town of Lunenburg, 17 Main St., Lunenburg, MA 01462. **Have all documents sent to you and deliver to me in one package.**

Sincerely yours,

Sincerely yours,

Kerry A. Speidel
Town Manager

Karen Brochu,
Town Accountant

cc: Department Head

TOPICAL OUTLINE OF MASSACHUSETTS PREVAILING WAGE LAW



-----UPDATE PREVAILING WAGE SHEET-----

DIVISION OF OCCUPATIONAL SAFETY
19 Staniford Street, 2nd Floor
Boston, MA 02114

January 2010

Bituminous Concrete

For the natural gas main installation project in question, the appropriate job classification for operation of a walk-behind pneumatic to cut bituminous or concrete pavement is *Pneumatic Drill/Tool Operator (Heavy & Highway)*. The appropriate job classification for operation of a gasoline-powered saw to cut bituminous or concrete pavement is *Jackhammer/Paving Breaker Operator*.

Letter to Langone, Langone Pipeline Utility, September 2, 2004.

Off-site work is not covered for bituminous drivers on projects for which a prevailing wage schedule dated on or after August 22, 2001 has been issued. On-site work is covered.

27A Decision, MHD Contract for Resurfacing and Related Work, District 2, August 21, 2001.
Construction Industries of Mass. v. Commissioner of Labor and Industries, 406 Mass. 162 (1989).
Dengen Policy, June, 1993. (Rescinded by 27A Decision issued on August 21, 2001.)

Special case: Truck Drivers

Delivery/Materialmen not engaged in work on the public work site are not “engaged” in a public works project; therefore, are not entitled to prevailing wage.

Drivers hauling “gravel and fill” must be paid prevailing wage from the point at which they arrive **at the work site**, or arrive at a location where gravel or fill is picked up for delivery **to the public work site**, whichever occurs earlier, provided site delivery directly follows pick-up.

Drivers of bituminous and ready-mix concrete must be paid prevailing wage from the point at which the driver arrives on the public work site.

Letter to Montenegro, Independent Asphalt Corp., May 17, 2000.

Letter to Shannon, Shannon Law Associates, Inc., March 7, 2002.

See also 27A Decision, MHD Contract for Resurfacing and Related Work, District 2, August 21, 2001.
Construction Industries of Mass. v. Commissioner of Labor and Industries, 406 Mass. 162 (1989).
Dengen Policy, June, 1993. (Rescinded by 27A Decision issued on August 21, 2001.)

Price Adjustment For Hot Mix Asphalt Mixtures

This price adjustment is inserted in the 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 municipality depending on an increase or decrease in the average price of liquid asphalt.

This provision applies to all hot mix asphalt mixtures containing liquid asphalt.

The Base Price of Liquid Asphalt on the project will be a fixed price and shall be (\$542.50) per Ton, which does not include State Tax.

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

The Period Price for Hot Mix Asphalt for a two month period (FOB Terminal) will be determined and published by the Massachusetts Highway Department (www.mhd.state.ma.us/default.asp?pgid=content/fuelPrices&sid=about) by averaging the prices posted at the beginning, middle, and end of each two month period by two or more suppliers.

The Contract Price of the Hot Mix Asphalt Mixture will be paid under the respective item in the contract. The price adjustment, as herein provided, upward and downward, will be made as work is performed, using the most recent previous price adjustment Item until the applicable Period Price is established.

The asphalt content for Hot Mix Asphalt Mixtures shall be 5.5% (0.055) by weight regardless of percentages established by the Job Mix Formula as described in Material Section M3.11.03 of the Standard Specification.

The Price Adjustment will be a separate payment item. It will be determined by multiplying the number of tons of Hot Mix Asphalt placed during each previous two month period by asphalt content percentage (0.055) times the variance in price between Base Price and Period Price of asphalt.

No price adjustment will be allowed beyond the completion date of the contract, unless there is an approved extension of time by the municipality.



THE COMMONWEALTH OF MASSACHUSETTS

Department of Industrial Accidents

Office of Investigations

600 Washington Street

Boston, MA 02111

www.mass.gov/dia

Workers' Compensation Insurance Affidavit: General Businesses

Applicant Information

Please Print Legibly

Business/Organization

Name: _____

Address: _____

City/State/Zip: _____

Phone _____

<p>Are you an employer? Check the appropriate box:</p> <p>1. <input type="checkbox"/> I am a employer with employees (full and/ or part-time).*</p> <p>2. <input type="checkbox"/> I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]</p> <p>3. <input type="checkbox"/> We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]**</p> <p>4. <input type="checkbox"/> We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]</p>	<p>Business Type (required):</p> <p>5. <input type="checkbox"/> Retail</p> <p>6. <input type="checkbox"/> Restaurant/Bar/Eating Establishment</p> <p>7. <input type="checkbox"/> Office and/or Sales (incl. real estate, auto, etc.)</p> <p>8. <input type="checkbox"/> Non-profit</p> <p>9. <input type="checkbox"/> Entertainment</p> <p>10. <input type="checkbox"/> Manufacturing</p> <p>11. <input type="checkbox"/> Health Care</p> <p>12. <input type="checkbox"/> Other</p>
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*Any applicant that checks box # 1 must also fill out the section below showing their workers' compensation policy information. **If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

I am an employer that is providing workers' compensation insurance for my employees. Below is the policy information.

Insurance Company Name: _____

Insurer's Address: _____

City/State/Zip: _____

Policy # or Self-ins. Lie. # _____ Expiration Date: _____

Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).

Failure to secure coverage as required under Section 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to \$250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

I do hereby certify, under the pains and penalties of perjury that the information provided above is true and correct.

Signature: _____ Date: _____

Phone # _____

Official use only. Do not write in this area, to be completed by city or town official.

City or Town: _____ Permit/License # _____

Issuing Authority (circle one):

1. Board of Health 2. Building Department 3. City/Town Clerk 4. Licensing Board 5. Selectmen's Office 6. Other _____

Contact Person: _____ Phone #: _____

