

INVITATION FOR BID

FY 2024 Annual Materials and Services Contract

05-23 HW



TOWN OF WARE, MASSACHUSETTS

JUNE 2023

TOWN OF WARE
Department of Public Works Legal Notice
Invitation for Bids
FY 2024 Annual Materials & Services Contract: 05-23HW

The Town of Ware will receive sealed bids for furnishing materials and services as needed for the yearly period from July 1, 2023 to June 30, 2024. The bids are for bituminous concrete resurfacing and related work, for various mixtures of bituminous concrete picked up at the plant and for furnishing and applying liquid asphalt. Specifications and Bid Forms are available at the Town of Ware, Town Manager's Office, 126 Main Street, Ware, Massachusetts 01082. Bids shall be submitted and addressed to the Town of Ware and marked "FY 2024 Annual Bid for Materials and Services". Bids will be received at the Town Manager's office until 11:00 A.M., June 22, 2023, at which time they will be publicly opened and read. The Town of Ware reserves the right to accept or reject any or all bids and call for new bids. Bids shall be evaluated based on responsiveness to the criteria, terms and conditions contained in this IFB and its attachments. Failure to follow the instructions, meet the criteria, or agree to the terms and conditions contained in this IFS may be cause for rejection of the bid as non-responsive. Contractors are required to comply with the Commonwealth of Mass. Department of Labor and Industries Prevailing Wage Rates in accordance with Mass. General Laws, Chapter 149, Sections 26 and 270. The Town of Ware is an Equal Opportunity/Affirmative Action Employer.

Stuart Beckley
Town Manager

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**SECTION A
NOTICE TO CONTRACTORS**

GENERAL REQUIREMENTS:

1. AUTHORITY

The Town of Ware, herein called owner, and the Bidder agree that the bid received, and execution of Contract shall apply to work herein described for the Town of Ware Department of Public Works.

2. PERFORMANCE BOND

A Performance Bond in the amount of 100% of the total bid amount shall be required prior to execution of the contract. Failure to submit same within ten (10) days of contract award shall negate said contract which will then be awarded to the next lowest bidder. The total bid amount shall be the sum determined by extending the estimated quantities by the unit bid price. The Town reserves the right to waive bond requirements for materials purchased.

3. BID BONO

A Bid Bond or Certified Check made out to the Town of Ware in the amount of five percent (5%) of the total bid amount shall accompany each bid. The total bid amount shall be the sum determined by extending the estimated quantities by the unit bid price.

4. INSURANCE

The successful bidder will be required to submit a Certificate of Liability Insurance in the amounts specified in the attached "SAMPLE" certificate.

5. PREVAILING WAGEREQUIREMENT

Contractor shall be advised that any and all contracts resulting from this bid are subject to Prevailing Wage Rate Laws and requirements, and that the Contractor is required to pay Prevailing Wage Rates to employees for all phases of the project, including final cleanup, as determined by the Commissioner of Labor and Industries in accordance with Massachusetts General Laws Chapter 149, Sections 26 and 270. The current Prevailing Wage Rates for this project are attached but the prevailing wages at the time that the work is completed will prevail. The Contractor shall be required to submit a "Statement of Compliance", on the attached forms, to certify payment of wages in accordance with this requirement.

6. STANDARDS AND SPECIFICATIONS

All work done under this contract shall be in conformance with the Massachusetts Department of Transportation *Standard Specifications for Highways and Bridges* dated 1988 and the English *Supplemental Specifications* dated June 6, 2006; The Standard Special Provisions contained in this book, the 1977 *Construction Standards* and the *Supplemental Drawings* dated April 2003; and these Special Provisions.

The work to be done under this contract consists of furnishing all necessary labor, materials, and equipment required to perform the service or supply the materials.

7. PREQUALIFICATION

Pre-Qualification by the Massachusetts Department of Transportation (Mass DOT) is required for contractors to bid on any municipal project under provisions of Section 34 of Chapter 90 which is estimated to cost \$50,000 or more. A contractor wishing to bid as a general or prime contractor on any such project must then be certified by Mass DOT of Pre-Qualification and Contract Management in accordance with the "Regulations Governing Classification and Rating of Prospective Bidders" (regulations).

BID: This Contract is being bid on under the provisions of Mass. General Laws Chapter 30. The low bid shall be determined individually by item by extending the estimated quantities times the unit bid price.

8. SAFETY REGULATIONS

The Contractor is responsible for compliance with any and all applicable safety laws of all jurisdictional bodies. For information regarding this provision, the Contractor is directed to contact the United States Government, Labor Department Occupational Safety and Health Administration, Telephone (413) 785-0123. The Contractor shall be responsible for all barricades safety devices and traffic controls within the construction zone.

9. TRAFFIC CONTROL

Traffic Control shall be provided by the Ware Police Department and costs for said service shall be paid by the Town. The Contractor shall coordinate and schedule Police traffic control services as required by the WPD and DPW.

10. TEMPORARY ACCESS TO AREA ABUTTERS

Access to all residences must be maintained at all times. The Contractor shall provide a safe and ready means to enter and exit all residences unless indicated to be temporarily closed on the plans, in the project area, both day and night, for the duration of the project.

11. PROTECTION OF UNDERGROUND FACILITIES

The Contractor's attention is directed to the necessity of making his own investigation in order to assure that no damage to existing structures, drainage lines, traffic signal conduit, etcetera, will occur.

The Contractor shall notify the Massachusetts DIG SAFE and procure a dig safe number for each location prior to disturbing existing ground in any way. The telephone number of the Dig Safe Call Center is 1-888-DIG-SAFE (1-888-344-7233). The Contractor shall also notify all utility companies and agencies not affiliated with Dig Safe for locating and marking of their respective underground utilities and services.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals for doing all the work involved in protecting or repairing property as specified in this section shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefore.

**SECTION B
BID SUBMISSION TERMS AND REQUIREMENTS**

A. RECEIPT OF BIDS

All bids shall be submitted and addressed to the Town of Ware, Town Manager office, 126 Main Street, Ware, MA 01082 and marked:

**FY 2024 ANNUAL BID FOR
MATERIALS & SERVICES**

Bids must be filed no later than **11:00 am, June 22, 2023** and will be publicly opened and read at that time.

No Bidder may withdraw his bid within sixty (60) days after the date designated above for the opening of bids. The Town reserves the right to reject any and all bids, wholly or in part, and to accept any bid or part thereof and to waive informalities, when at its sole discretion is deemed to be in the best interests of the Town and to the extent permitted by law. The Town also reserves the right to award each of the bid items, or group of items, as separate contracts. Bids shall be evaluated based on responsiveness to the criteria, terms and conditions contained in this IFS and its attachments.

All bids shall be submitted to the Town, as and where set forth above, on or before the bidding deadline. Bids and unsolicited amendments to bids received by the Town after the bidding deadline will not be considered, and request for extensions of time will not be granted. Bidders who mail bids should allow sufficient time for receipt by the Town by the bidding deadline. Bids received after the bidding deadline will be returned to the bidder unopened.

All bids shall be signed in ink by the bidder. If the bidder is a corporation, the authority of the individual signing shall be endorsed upon, or attached to, the bid and certified by the clerk of the corporation.

B. DESCRIPTION OF CONTRACT

The contract will require that the successful bidder provide the Town of Ware the materials/services necessary, in accordance with the contract requirements, specification, bid form and other supporting documents. The contract is meant to be an annual bid for materials/services, comprising any and all of the quantities as needed during the contract period July 1, 2023 to June 30, 2024, or as otherwise specified. The contractor shall be required to begin work within thirty (30) days of notification to proceed with the contract. Within the provisions of MGL Chapter 308, *this contract may be extended upon mutual agreement between the Town and Contractor for up to one year.*

The Town of Ware will not award this contract unless the Contractor furnishes satisfactory evidence of his/her ability and experience to perform this work, and that he/she has sufficient capital and equipment to enable him/her to prosecute the work successfully and to complete it within the time named in the contract. The Contractor shall not sublet any portion of this contract and will own all equipment used to complete such contract. The Contractor shall submit, upon the request of the DPW, a list of five similar and successfully completed jobs, whose relevance to the proposed job shall be deemed by the Town of Ware OPW. The name, address, and telephone number of a contact person involved with each of these projects shall be included so they can be investigated prior to the award of the contract.

Any material or workmanship found to be defective for up to one year from the date of acceptance by the Town shall be replaced by the Contractor at no cost to the Town of Ware. Upon notification of defective material or workmanship, the Contractor shall immediately replace such defective areas, unless otherwise instructed by the DPW Superintendent, or his assigns.

C. PRICE ADJUSTMENT REQUIREMENTS

Contracts and work funded by Commonwealth of Massachusetts Chapter 90 funds authorized by Chapter 303 or Chapter 86 of the Acts of 2008 are subject to price adjustment for the following: fuel, both diesel and gasoline, asphalt, concrete and steel. The Town of Ware will not provide any base bid for items that are subject to adjustment per Chapter 90 requirements. Instead, the bidders are to provide documentation of their base bid value which shall be based on published and accepted Mass DOT provisions. Contractors will be allowed to adjust the price of these items should they vary by at least plus or minus 5 percent during the work period based upon revised MA DOT values.

D. FORMS OF BIDS

All bids must be made on the accompanying bid form only and shall state the price as therein required. The bid form may not be changed and must be completed in its entirety and signed by the Bidder. Bids that are not complete, improperly signed, or otherwise contrary to these instructions will be rejected as informal. Failure to follow these instructions, meet the criteria, or agree to the terms and conditions contained in this IFB may be cause for rejection of the bid as non-responsive.

Bids once submitted may, upon request of the bidder prior to the bidding deadline, be withdrawn or amended. If amended, resubmission of the bid shall comply with all requirements of the IFB.

Negligence on the part of the bidder in preparing the bid confers no right of withdrawal after the bidding deadline. The Town does not assume any responsibility for errors, omissions, or misinterpretations that may have resulted in whole or in part from the use of incomplete bid documents. Any bidder finding ambiguity, inconsistency, or error shall promptly notify the Town.

If it becomes necessary to revise any part of this IFB, or if additional data are necessary to enable an exact interpretation of provisions, such addenda will be provided to all bidders who have requested this IFB. No addenda will be issued within the immediate three (3) business day period prior to the bidding deadline.

Questions and inquiries will be accepted from any and all bidders and must be in writing. Questions will be answered in writing and both questions and answers will be distributed to all bidders who receive the IFB provided, however, that all questions are received at least ten (10) days in advance of the bidding deadline.

By submitting a bid in response to the IFB, the bidder shall be deemed to have certified that no officer, agent, or employee of the Town has a direct or substantial financial interest in the procurement, that the bid is submitted in good faith and exclusively on bidder's own behalf, without fraud, collusion, or connection of any kind with any other bidder for the same work or with any undisclosed party.

All terms and provisions contained in the "LEGAL NOTICE" of this procurement (a copy of which is attached hereto) are incorporated by reference into this IFB.

Bidders may add additional stipulations or otherwise qualify their bids, but the Town shall retain the sole right to judge the importance of any such stipulation or qualification. If the Town determines that the stipulation or qualification is not in its best interest and/or is materially unacceptable, and if the bidder does not clearly indicate this to be an alternative for consideration, then the Town reserves the right to reject such bid.

The bid prices(s) shall be written both in words and figures, and in the case of a discrepancy between the two the amount in words shall govern. Bidders for pickup of materials must be within 15 miles of the DPW Highway garage.

It is understood, agreed upon and made a part hereof, and shall be a part of the contract, that the contract entered into between the Town and the successful bidder shall not be assigned or assignable by way of sub-contract, or otherwise, unless or until the Town shall have first assented thereto in writing.

All bids must be submitted on the forms provided or on attachments approved in advance by the Town.

E. INSURANCE REQUIREMENTS

Each bidder shall take out and maintain general liability, automobile liability and excess umbrella liability at the current limits specified on the attached **CERTIFICATE OF LIABILITY INSURANCE**. The limits in effect at the time the actual work is done may change and it shall be the responsibility of the bidder to determine these limits and provide the necessary coverage.

**SECTION C
SPECIFICATIONS**

Item	Description
C-1	Bituminous Concrete – Resurfacing & Related Work
C-2	Bituminous Concrete – Various Mixtures Picked up at the Plant
C-3	Treated Stone Seal

SPECIFICATIONS
ITEM C-1: BITUMINOUS CONCRETE
RESURFACING AND RELATED WORK

A. DEFINITIONS

The term **Superintendent** shall mean the Superintendent of Public Works of the Town of Ware, Massachusetts.

The term **Designee** shall mean an employee of the Town of Ware, Massachusetts designated by the Superintendent.

The term **Contractor** shall mean a professional company contracted by the Town of Ware, Massachusetts to perform work under this agreement.

B. DESCRIPTION

Work under this contract shall consist of the Contractor furnishing and applying Type I Bituminous Concrete Pavement *including shim and level courses* and performing related work on properly prepared roads and streets. Bid quantities are approximate only; payment shall be for actual quantities applied to streets. Streets to be paved shall be selected by the Contractor and the Superintendent or his/her Designee.

C. MATERIAL QUANTITIES

The Contractor itself must conduct any investigation and research regarding conditions affecting the work to be done and quantity of material needed.

D. CONSTRUCTION METHODS

(a) Streets to be paved.

The Contractor and the Superintendent or his Designee shall mutually determine the streets that shall be paved with bituminous concrete and what related work must be performed on each street. Measurements of streets to be paved shall be made by the Contractor and the Superintendent or his Designee, and the Contractor shall prepare a cost estimate for each street prior to beginning works.

(b) Surface preparation

Immediately prior to the application of asphalt materials, Town of Ware Department of Public Works personnel shall remove small branches and other debris and use a mechanical street sweeper to clean any loose material from the pavement surface.

(c) Traffic Control

Traffic control is the sole responsibility of the Town of Ware. Unless otherwise specified, the roadway shall be kept open to traffic at all times, with traffic discontinued on the lane being paved. Controlled traffic may be permitted as soon as the final layer is applied and rolled.

As part of the bid, the Contractor must submit a list of six similar and successfully completed jobs, whose relevance to the proposed job shall be deemed by the Town of Ware. The name, address, and telephone number of a contact person involved with each of these projects must be included so they can be investigated prior to the award of the contract.

E. METHOD OF PAYMENT

Payment for work under this agreement shall be made at the contract unit price per tons times the quantity. The price per ton shall be subject to a price adjustment provision to allow for the fluctuating costs of Liquid Asphalt utilized in the performance of this work. The price per ton, as adjusted, shall be considered full compensation for furnishing all materials, equipment, tools and incidentals necessary to successfully complete the resurfacing as herein described. The asphalt price adjustment for the Bituminous Concrete Type I based upon the formula used by the MassDOT.

Pay quantities of bituminous concrete shall be the actual weight in tons as attested by sworn weight slips only.

F. INSPECTION

The Ware Department of Public Works shall be given the opportunity to examine the Contractor's facility and the source of supply and reserves the right to require samples of materials for inspection and testing.

G. GUARANTEE

Any material or workmanship found to be defective for up to one year from the date of acceptance by the Superintendent shall be replaced by the Contractor at no cost to the Town of Ware. Upon notification of defective material or workmanship, the Contractor shall immediately replace such defective areas, unless otherwise instructed by the Superintendent.

H. WAGE RATES

The bidder's attention is called to the minimum wage rates to be paid on the work as determined by the Commissioner of Labor and Industries under the provisions of General Laws, Chapter 149, Sections 26 to 27. The prevailing wage rates are attached to this bid package. The bidder's attention is called to Section 174 of Chapter 110 of the Acts of 1993 which amended Section 28 of Chapter 149 to provide that every contractor and subcontractor required to keep payment records must submit a copy of the record to the awarding on a weekly basis.

SPECIFICATIONS
ITEM C-2: BITUMINOUS CONCRETE
VARIOUS MIXTURES PICKED UP AT THE PLANT

1. To be furnished by batch plant manufacturers only. Specify price on a per ton basis for all mixture, PICKED up at the plant. Does not include cold patch.
2. Materials and plant shall conform to MassDOT Specifications.
3. All "PICKED-UP" at the plant bids shall be F.O.B. town truck which includes the labor and equipment necessary to load the town truck. All "PICKED-UP" at the plant bidders shall be located within 15 miles of the Department of Public Works Highway Division garage located at 18 Mechanic Street, Ware, MA.

SPECIFICATIONS
ITEM C-3: TREATED STONE SEAL

Work under this contract shall consist of the Contractor furnishing and applying applications of liquid asphalt and stone to properly prepared roads and streets. Bid quantities are approximate only; payment shall be for actual quantities applied to streets. Streets to be stone sealed shall be selected by the Contractor and the Superintendent of Public Works or his/her Designee.

C-3.1 MATERIALS:

A. LIQUID ASPHALT

Liquid asphalt grades shall be:

- CRS-2 (3% Latex Optional)
- HFRS-2 (3% Latex Optional), or
- HFMS-2 (3% Latex Optional)

B. LATEX ADDITIVE

The latex additive shall be Ultrapave 70 (Anionic) or Ultrapave 65K (Cationic) or equivalent conforming to the following specifications:

	Anionic	Cationic
Monomer Ratio (Butadiene/Styrene)	(76 +/- 2)	{76 +/- 2}
Solids, min%	67%	67%
Solids, min/gal	5.2%	4.8%
Coagulum (80 mesh screen) max	0.1%	0.1%
pH of Latex	9.5-10.5	4.0-5.5
Brookfield Vise. (Model RVT, #3 spindle @ 20 RPM)	800-2000	5000 max
Mechanical Stability	Excellent	Excellent

C. STONE

Stone shall be crushed quarry stone, free from dust, soft stone or other contaminants, with a minimum of 70% of the stones having a fractured face. All stone shall satisfy a 30% maximum for L.A. Abrasion Test and a 35% minimum for the Flakiness Index Test.

REQUIRED STONE GRADATION

%" STONE		3/8" STONE	
SIEVE SIZE	% PASSING	SIEVE SIZE	% PASSING
5/8"	100	1/2"	100
1/2"	85-100	3/8"	85-100
3/8"	15-45	1/4"	10-60
#4	0-10	#4	0-25
#8	0-2	#8	0-2

Maximum passing #200 sieve shall not exceed 1.0%, wet washed, for all sized aggregates used in surface treatments.

C-3.2 MATERIAL QUANTITIES:

- A. The quantity of asphalt material to be used on the new work applications shall be 1.00 gallon per square yard. Cover aggregate shall be spread at 1 pound per square yard.
- B. The quantity of asphalt material to be used on the double application shall be in the range of 0.60 to 0.85 gallons per square yard. Cover aggregate shall be spread in the range of 30 to 40 gallons per square yard.
- C. The quantity of asphalt material to be used on a single stone coat shall be in the range of 0.35 to 0.50 gallons per square yard. Cover aggregate shall be spread in the range of 20 to 30 pounds per square yard.

The Contractor will use lab tests to design specific material quantities for each application to meet existing field conditions. Variations in material quantities will be made without adjustment to contract price.

C-3.3 EQUIPMENT:

The equipment used by the Contractor shall include, but not be limited to, one or more of the following:

A. ASPHALT DISTRIBUTOR

The asphalt distributor shall contain suitable mechanical circulating and heating mechanisms to provide a uniform approved temperature of the entire mass of material. The distributor shall be capable of applying asphalt material in accurately measured quantities at any rate between 0.1 and 2.0 gallons per square yard of roadway surface, at any length of spray bar up to twenty-four feet. The distributor shall be capable of maintaining a uniform rate of distribution of asphalt material regardless of change in grade, width of direction of the road. The spray nozzles and pressure system shall provide a sufficient and uniform fan-shaped spray of asphalt material throughout the entire length of the spray bar at all times while operating. The spray shall completely cover the roadway surface receiving the treatment.

B. AGGREGATE SPREADER

The aggregate spreader shall be self-propelled and adjustable to control and accurately spread the specified size stone at the specified rate of application. The spreader shall be mounted on pneumatic tires and shall apply the stone on the asphalt treated road surface in a manner that ensures that the tires do not contact the road surface until after the stone has been applied. The spreader shall be capable of spreading stone uniformly over its entire width at the specified rate, to a minimum width of not less than twelve feet, adjustable in six-inch increments. The spreader shall be equipped with an integral hopper with a minimum capacity of five tons of stone, which shall be filled by trucks in a manner which ensures that the truck tires never come into contact with asphalt treated road surface until stone has been properly applied. The spreader shall be capable of accurately applying stone on any grade from 0-65%.

C. ROLLERS

At least one rubber-tired and one steel-wheeled roller shall be used on each treated surface immediately after both applications of stone. Each roller shall have a compacting width of not less than five feet, a gross weight of not less than ten tons, and contact pressure adjustable from 200 to 300 psi.

D. TRUCKS

Dump trucks of sufficient number and size shall be used to deliver stone to the spreader.

C-3.4 CONSTRUCTION METHODS:

A. STREETS TO BE TREATED

The Contractor and the Superintendent or his Designee shall mutually determine the streets that shall receive stone treatment. Measurements of streets to be treated shall be made by the Contractor and the Superintendent or his Designee, and the Contractor shall prepare a cost estimate for each street prior to beginning works.

B. SURFACE PREPARATION

Surface preparation, which may include pothole patching, truing and leveling, adjusting of street irons (valve covers, manhole covers, drop inlet gratings), etc., will be completed before the contractor moves onto the job.

Immediately prior to the application of asphalt materials, Town of Ware Department of Public Works personnel shall remove small branches and other debris and use a mechanical street sweeper to clean any loose material from the pavement surface.

The Ware DPW shall protect manhole covers, drop inlets, catch basins, curbs, and any other structures within the shoulder areas against the application of the surface treatment materials.

C. WEATHER LIMITATIONS

Work will not be done unless the road surface is dry. No work shall be done during rain or foggy periods, or if the local forecast calls for rain or fog on the day. No work shall be done if the ambient temperature is below fifty degrees Fahrenheit.

WORK UNDER THIS CONTRACT SHALL BE AUTHORIZED BY THE SUPERINTENDENT. THE SUPERINTENDENT SHALL BE THE SOLE DETERMINING JUDGE OF WHEN THE WEATHER CONDITIONS ARE SUITABLE FOR BEGINNING WORK.

D. SPREADING ASPHALT AND STONE

Prior to the application of asphalt material on any street, sufficient quantities of materials to cover the entire street at the specified rates shall be on the site and ready for application. The Town of Ware shall be responsible for providing the Contractor with an aggregate storage area near the job site. Except for the multiple stone seal (new work), the stone seal shall be produced by spraying liquid asphalt, then spreading a layer of stone. The asphalt material shall not be applied more than 300 feet in advance of the self-propelled aggregate spreader. AT NO TIME SHALL ANY ASPHALT MATERIAL BE ON ANY ROAD SURFACE FOR MORE THAN FIFTEEN MINUTES BEFORE IT IS COVERED WITH STONE.

E. ROLLING

Initial rolling shall be done immediately following each application of stone. Rollers shall be operated at a speed that will not displace aggregate.

F. TRAFFIC CONTROL

Traffic control is the sole responsibility of the Town of Ware. Unless otherwise specified, the roadway shall be kept open to traffic at all times, with traffic discontinued on the lane being surface treated. Controlled traffic may be permitted as soon as the final layer is applied and rolled. A recommended maximum speed of 20 mph should be maintained for a period of two hours following treatment.

G. SURPLUS AGGREGATE

Surplus aggregate shall be swept off all road surfaces by the Ware DPW and shall be the property of the Town of Ware.

C-3.5 PERFORMANCE:

The Town of Ware will not award this contract unless the Contractor furnishes satisfactory evidence of his/her ability and experience to perform this work, and that he/she has sufficient capital and equipment to enable him/her to prosecute the work successfully and to complete it within the time named in the contract. As part of the bid, the Contractor must submit a list of similar and successfully completed jobs, whose relevance to the proposed job shall be deemed by the Town of Ware. The name, address, and telephone number of a contact person involved with each of these projects must be included so they can be investigated prior to the award of the contract.

C-3.6 METHOD OF PAYMENT:

Payment for work under this agreement shall be made at the contract unit price per square yard times the number of square yards, measured by the Contractor and the Superintendent or his Designee, on road surfaces treated. Price per square yard shall be for complete in place quantities. Upon completion of work, and acceptance by the Superintendent, the Contractor shall submit a payment request to the Superintendent. Payment shall be net thirty days.

C-3.7 PRICE ADJUSTMENT:

Price adjustments shall be determined by utilizing the period price per ton for Liquid Asphalt by Paten & Partners in the Asphalt Weekly Monitor for the East Coast Market-New England, Boston, Massachusetts area and posted each month on the MassDOT website at <http://www.massdot.state.ma.us> under Liquid Asphalt, "New Asphalt Period Price Method".

The published price as of the bid date shall be considered the Base Price, while the published price as of the execution date of the work shall be considered the Period Price. The Base Price shall be subtracted from the Period Price. This difference (delta P) shall be used to calculate the Price Adjustment per square yard as follows:

$$\text{Base Price} - \text{Period Price} = \text{delta P}$$

$$\text{Price Adjustment per Square Yard} = (\text{delta P}) / 235 \times 0.68 \times 0.42$$

Assumptions:

235 gallons of Liquid Asphalt per ton

Average application rate of Asphalt Emulsion = 0.42 gals/square yard

Asphalt Content of Asphalt Emulsion = 68%

C-3.8 GUARANTEE

Any material or workmanship found to be defective for up to one year from the date of acceptance by the Superintendent shall be replaced by the Contractor at no cost to the Town of Ware. Upon notification of defective material or workmanship, the Contractor shall immediately replace such defective areas, unless otherwise instructed by the Superintendent.

**BID FORM
RESURFACING AND RELATED WORK**

During the period July 1, 2023, through June 30, 2024, the undersigned agrees to provide the Town of Ware with approximately **3,500** tons of Class I Bituminous Concrete Pavement Type 1-1, including shim and levelling, in-place for the unit price of:

3,500 TONS x \$ _____ /TON = \$ _____
(figures) (figures)

3,500 TONS x \$ _____ /TON = \$ _____
(words) (words)

and the base price per ton of liquid asphalt as follows:

Numerical Format: \$ _____ /TON

Written Format: \$ _____

The Undersigned certifies that the construction methods and materials and the responsibilities of the bidder and the Town of Ware conform to the attached specifications.

Company Name: _____

Name: _____ Title: _____

Address: _____

Email: _____ Phone: _____

ADDITIONAL ITEM FORM

The successful bidder agrees to provide the following additional items for the unit prices below as requested by the Ware Department of Public Works and after consultation with the contractor:

Item	Unit Price	Unit Measurement
<i>Price includes all trucking and sweeping</i>		
Bitumen For Tack Coat	\$ _____	/ Gallon
Hot Pour Rubberized Asphalt Sealer	\$ _____	/ Linear Foot
Class I Bituminous Concrete Berm	\$ _____	/ Linear Foot
Drainage Structure Adjusted	\$ _____	/ Each
Sanitary Structure Adjusted	\$ _____	/ Each
Drainage Structure Rebuilt	\$ _____	/ VF
Major Milling Machine	\$ _____	/ YD²
Minor Milling Machine	\$ _____	/ Hour

BIDFORM
ITEM C-2: BITUMINOUS CONCRETE
MATERIALS "PICKED-UP" AT THE PLANT

During the period July 1, 2023, through June 30, 2024, the undersigned agrees to provide the Town of Ware with approximately **800** tons of various mixture of Class I Bituminous Concrete Pavement for the unit price of:

800 TONS x \$ _____ /TON=\$ _____
(figures) (figures)

800 TONS x \$ _____ /TON=\$ _____
(words) (words)

and the base price per ton of liquid asphalt as follows:

Numerical Format: \$ _____ /TON

Written Format: _____

The Undersigned certifies that the construction methods and materials and the responsibilities of the bidder and the Town of Ware conform to the attached specifications.

Company Name: _____

Name: _____ Title: _____

Address: _____

Email: _____ Phone: _____

**ITEM C-3
FURNISH AND APPLY LIQUID ASPHALT**

During the period July 1, 2023, through June 30, 2024, the undersigned agrees to provide the Town of Ware with approximately **55,000** square yards of 3/8" Treated Single Stone Seal for the bid price of:

55,000 YD² x \$ _____ / YD²=\$ _____
(figures) (figures)

55,000 YD² x \$ _____ /YD²=\$ _____
(words) (words)

and the base price per ton of liquid asphalt as follows:

Numerical Format: \$ _____ /YD²

Written Format: _____

The Undersigned certifies that the construction methods and materials and the responsibilities of the bidder and the Town of Ware conform to the attached specifications.

Company Name: _____

Name: _____ Title: _____

Address: _____

Email: _____ Phone: _____

ADDITIONAL ITEMS FORM

The successful bidder agrees to provide the following additional items for the unit price below as requested by the Ware Department of Public Works and after consultation with the contractor:

Item	Unit Price	Unit Measurement
------	------------	------------------

Double Stone Seal	\$ _____	/ YD ²
-------------------	----------	-------------------

New Work	\$ _____	/ YD ²
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FY 2023 ANNUAL MATERIALS & SERVICES CONTRACT

THE UNDERSIGNED CERTIFIES UNDER PENALTIES OF PERJURY THAT THIS BID IS IN ALL RESPECTS BONA FIDE, FAIR AND MADE WITHOUT COLLUSION OR FRAUD WITH ANY OTHER PERSON. AS USED IN THIS PARAGRAPH, THE WORK "PERSON" SHALL MEAN ANY NATURAL PERSON, JOINT VENTURE, PARTNERSHIP, CORPORATION OR OTHER BUSINESS OR LEGAL ENTITY.

Company Name: _____

Name: _____ Title: _____

Address: _____

Email: _____ Phone: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE [M] [C] [Y] [T] [Y] [Y]
01/30/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCE/AGENCY NAME
123 MAIN ST
& URBANK CA 91502

CONTACT NAME: AGENT NAME
PHONE (AG, No, Ext)
E-MAIL
ADDRESS

INSURER(S) AFFORDING COVERAGE
INSURANCE COMPANY NAME NAIC #
12345

Contractor's Agent To Complete

INSURED NAME
123 MAIN ST
SURBANK CA 91502

INSURANCE CLASSIFICATION
INSURANCE CLASSIFICATION
INSURANCE CLASSIFICATION

REVISION NUMBER:

COVERAGES CERTIFICATE NUMBER

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY POLICY OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR W.Y PERTAIN, THE INSURANCE AFFORDED BY THE EXCLUSIONS AND CONDITIONS OF SUCH POLICIES LIMITS SHOWN MAY HAVE BEEN REDUCED.

GENERAL LIABILITY
X
C...I, I, G UAOC X XCVR X

POLICY NUMBER 01/30/2015 01/30/2016

EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Each occurrence)	\$ 10,000
PERSONAL & ADV INJURY	\$ 1,000,000
GENERAL AGGREGATE	\$ 3,000,000
PRODUCTS - COMP/OP AGG	\$ 3,000,000
COMBINED SINGLE LIMIT (Each accident)	\$

AUTOMOBILE LIABILITY
MIY AUTO
X PO-G :6 L

Policy Number mm/dd/yy mm/dd/yy

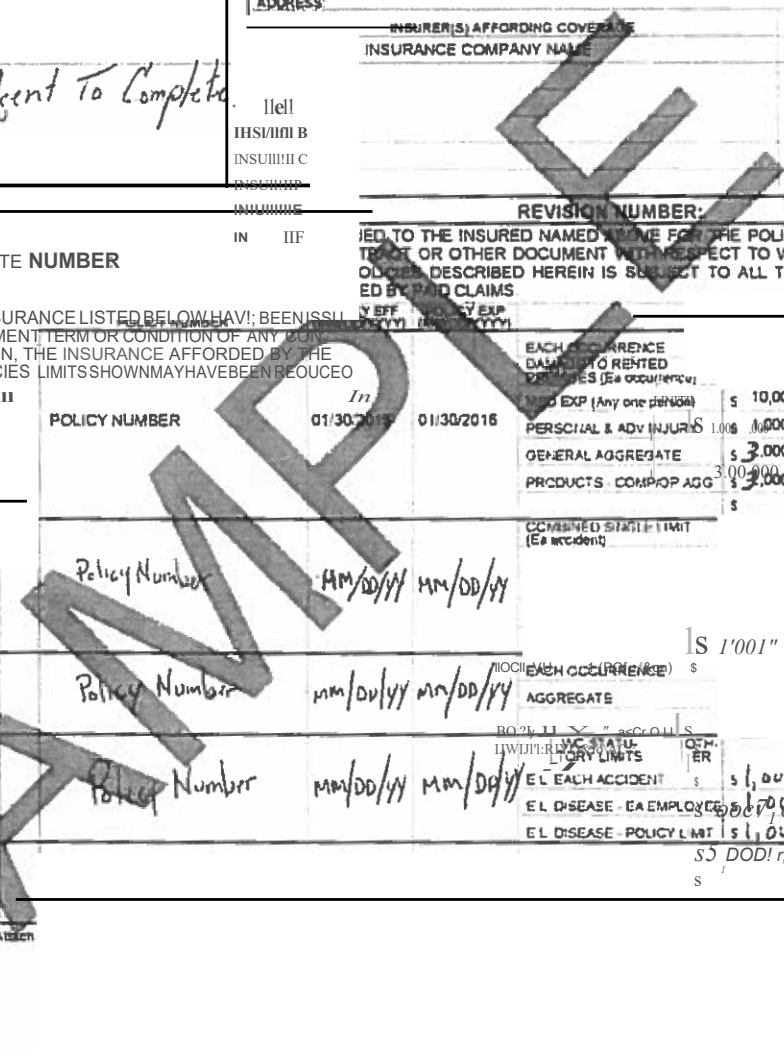
EACH OCCURRENCE	\$ 1,000,000
AGGREGATE	\$

WORKERS COMPENSATION AND EMPLOYERS' LIABILITY
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED?
DESCRIPTION OF OPERATIONS
OED

Policy Number mm/dd/yy mm/dd/yy
Policy Number mm/dd/yy mm/dd/yy

E.L. EACH ACCIDENT	\$ 1,000,000
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Certificate Holder as Agent or Additional Insured)



ACCIP101, ACDFIonal II*ma,... kledulo r m<nap,ICO la loqulrool

CERTIFICATE HOLDER

*Town of Ware
126 Main Street
Ware, MA 01082*

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE FURNISHED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

WAGE SCHEDULE TO BE ATTACHED