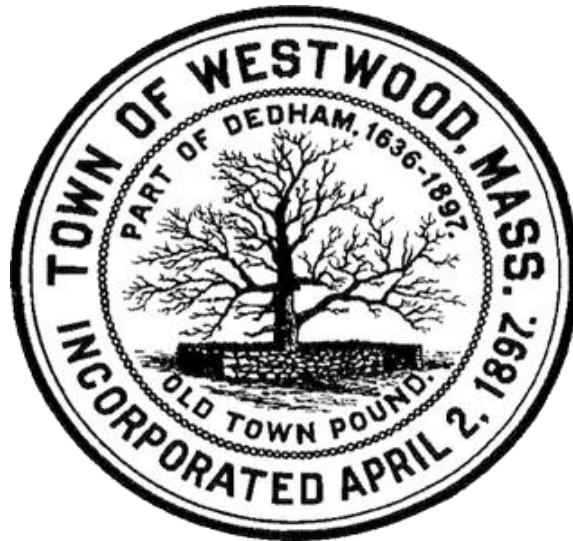


PROJECT MANUAL FOR  
**DPW FACILITY RETAINING WALL  
REPLACEMENT**

**CARBY STREET**

Town of Westwood

IFB #DPW-20-B-015



October 2, 2019

Prepared by:



TEC, Inc.  
146 Dascomb Road  
Andover, MA 01810



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***INVITATION FOR BIDS***  
**DPW Facility Retaining Wall Replacement**  
**Carby Street**  
**IFB #DPW-20-B-015**

**I. INVITATION FOR BIDS – GENERAL INFORMATION AND REQUIREMENTS**

- All Bids must be delivered by **11:00 am on October 24, 2019** to:

Procurement Department  
Westwood Town Hall  
580 High Street  
Westwood, MA 02090

- Bids must be delivered in a manner such that the package is hand-delivered to a Westwood Town Hall employee. If the bidder is using a delivery service, the package must be signed for by a Westwood Town Hall staff member to be considered properly delivered.
- Bids received after the time and date established herein **SHALL NOT** be accepted or considered, regardless of the cause for delay in the receipt of such proposal(s).
- If, at the time of the scheduled proposal due date, the Westwood Town Hall is closed due to uncontrolled events such as fire, wind, or building evacuation, the proposal opening will be postponed until 12:00 noon on the next normal business day. Proposals will be accepted until that date and time.
- Submit the proposal in a sealed envelope clearly marked “***IFB #DPW-20-B-015***”
- **The proposal must include a Non-Collusion form, Tax Compliance Certificate and other Attachments listed below.**
- **The proposal must also include a Bid Signature Form.** When the Bid Signature Form is completed, it declares:
  - The only parties interested in this bid are the Principals named herein.
  - No officer, agent or employee of the Town of Westwood has a direct or indirect interest in this bid.



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- **Bid Form**

- Each bid shall be accompanied by a bid deposit in the form of a certified, bank, Treasurer's or cashier's check, or a bid bond issued by a surety company licensed by the Commonwealth of Massachusetts, in the amount of (5%) of the total bid price, made payable to the Town of Westwood.
  - All bid deposits except that of the lowest responsible bidder shall be returned within five (5) days, Saturday, Sunday and legal holidays excluded, after the opening of the bids.
  - The Bidder whose Bid is accepted agrees to furnish the Contract Bonds, each in the sum of the full amount of the Bid and/or Contract Price as determined by the Town, and duly executed and acknowledged by the said bidder as Principal and by a surety company qualified to do business under the laws of the Commonwealth of Massachusetts and satisfactory to the Town, as Surety, for the faithful performance of the Contract and payment for labor and materials. The premiums for such Bonds shall be paid by the Contractor
  - The bidder to whom the bid is awarded will be required to execute an Agreement within thirty (30) calendar days from the date when the Notice of Award is received. In the event the bidder fails to execute an Agreement with the Town, the Town may consider the bidder to be in default, in which case the bid deposit shall become the property of the Town.
  - Should the bidder fail to fulfill any of his/her agreements as herein above set forth, the Town shall have the right to retain as liquidated damages the amount of the bid check or cash which shall become the Town's property. If a bid bond was given, it is agreed that the amount thereof shall be paid as liquidated damages to the Town by the Surety.
  - All prices, except at the extended totals, shall be stated in both words and figures. In the event of a discrepancy between the price in words and the price in figures, the written word shall govern. In the event of a discrepancy between mathematical totals and the totals stated, the mathematical totals shall govern.
  - In case of death, disability, or other unforeseen circumstances affecting the bidder, which materially impairs the bidder's ability to execute an Agreement and perform the required service, such bid deposit may be returned to the bidder by the Town.
- The proposal must be signed as follows: 1) if the bidder is an individual, by her/him personally; 2) if the bidder is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the bidder is a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed.



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- Any bid may be withdrawn prior to the bids submittal due date. However, bidders may not withdraw or modify their bid for a period of ninety (90) days following the opening of bids.
- The contract will be awarded within thirty (30) days after the proposal receipt. The time for award may be extended for up to 45 additional days by mutual agreement between the Town and the apparent lowest responsive and responsible bidder.
- Questions concerning this invitation for proposals must be submitted in writing to: Procurement Department, Westwood Town Hall, 580 High Street, Westwood, MA 02090 or by email at [Procurement@townhall.westwood.ma.us](mailto:Procurement@townhall.westwood.ma.us). Questions may be delivered or mailed. The Deadline for submitting Questions is March 8, 2018 at 12:00 Noon. Written responses will be posted on the Westwood Town Hall website no later than three (3) days prior to bid opening.
- **Site Visit** . A non-mandatory, Site Visit will be conducted on **Wednesday, October 16** at 10:00am. The site visit will begin in the Department of Public Works offices located at 50 Carby Street, Westwood MA.
- Any and/or all work is subject to available funds. The Town reserves the right to waive any informalities in, or to reject, any or all bids should the Town deem it to be in the Town's best interest to do so.
- The Town of Westwood may cancel this IFB, or reject in whole or in part any and all proposals, if the Town determines that cancellation or rejection serves the best interests of the Town.
- Below is a list of all Attachments. Bidders should note that Attachments C-I **must be completed and be submitted** with the bid documents.
  - Attachment A – Price Adjustments
  - Attachment B – Wage Rates
  - Attachment C – Bid Table
  - Attachment D – Bid Pricing Sheet
  - Attachment E – Labor Harmony and OSHA Training
  - Attachment F – Certificate of Non-Collusion
  - Attachment G – Tax Compliance Certificate
  - Attachment H – Signature Page
  - Attachment I – Reference Form
  - Attachment J – Project Plans



## TOWN OF WESTWOOD COMMONWEALTH OF MASSACHUSETTS

### II. PROJECT DESCRIPTION

The work under this contract includes, but is not necessarily limited to: the removal of the existing granite block retaining walls located along the north side of the DPW facility, excavation as required of the existing slope, the installation of a new modular concrete block retaining wall, removal of trees and brush along the slope, the furnishing and placement of crushed stone and geotextile fabric along the finished slope and the furnishing and installment of guardrail, trailing anchorage, tangent end treatment, chain link fence and pavement milling mulch as depicted on the Plans.

#### Unit Quantities Specified:

- Quantities and measurements indicated in this IFB are for partial payment purposes only. No additional compensation will be awarded for quantities that exceed the amounts listed herein.

**Base Bid:** Work under the Base Bid includes the removal of the existing granite block retaining walls located along the north side of the DPW facility, excavation as required of the existing slope, the installation of a new modular concrete block retaining wall and the removal of trees and brush along the slope.

**Add Alternate No. 1:** Work under Add Alternate No. 1 includes the furnishing and placement of crushed stone and geotextile fabric along the finished slope.

**Add Alternate No. 2:** Work under Add Alternate No. 2 includes the furnishing and installment of guardrail, trailing anchorage, tangent end treatment, chain link fence and pavement milling mulch as depicted on the Plans.

**Delivery Requirements:** All delivery charges shall be included in the contract unit prices under various items.

- The Delivery should be made to the project site





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### Insurance Specifications:

- **Workman's Compensation:** - The Contractor shall, before commencing performances of this contract, provide, by insurance, for the payment of compensation in the furnishing of other benefits under General Laws, Ch. 152 to all persons to be employed under the Contract and shall continue such insurance in full force and effect for the term of the Contract, all in accordance with Massachusetts General Laws, chapter 149, S34A.
- **Bodily Injury Liability Including Death:** - The Contractor shall take and maintain during the life of the Contract insurance coverage in the amount of one million dollars on account of any one person and one million dollars on account of any one accident and one million dollars aggregate limit. Extra territorial and guest clause shall be included.
- **Property Damage Liability:** - The Contractor shall take out and maintain during the life of the Contract property damage liability insurance in the amount of one million dollars in the aggregate.
- **Motor Vehicles Including Hired Vehicles:** - The Contractor shall take out and maintain during the life of the Contract motor vehicle insurance for bodily injury liability including death in the amount of one million dollars on account of any one person and one million dollars on account of any one accident. Additionally, property damage liability in the amount of one million dollars on account of any one accident and one million dollars' aggregate. The contractor covenants and agrees to hold the town and its employees, agents and officials, harmless from loss or damage for personal injury and/or property damage arising from or in connection with operations under this Contract.
- **Indemnification Clause:** - The Contractor acknowledges and agrees that he is responsible, as an Independent Contractor, for all operations under this Contract and for all acts of his employees and agents hereunder, and agrees that he will indemnify and hold harmless the Town and its officers, Boards and its employees, from any loss, damage, cost, charge, expense or claim which may be made against it or them or to which it or they may be subject by reason of an alleged act, action, neglect, omission or default on the part of the Contractor or any of his agents, servant, or employees and will pay promptly on demand all costs and expenses of the investigation and defense thereof, including attorney's fees and expenses. And, if any claim is made, the Town may retain out of any payments, then, or thereafter due to the Contractor, a sufficient amount to protect it completely against such claim, costs and expenses. The public liability and property damage insurance and owner's contingent policies, as the case may be, shall include the above stated Indemnification Clause.



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### III. PRICING AND PAYMENT

- Unit Prices
  - Item and the quantity of units completed. Unit prices are to include the cost of all necessary materials, labor, equipment, overhead, profit and other applicable costs.
  - The Town reserves the right to increase or decrease the scope of the Contract work by up to and including twenty-five percent (25%) of the original scope without adjusting the lump sums or unit prices.
- The Town shall pay and the Contractor shall receive the prices stipulated in the bid made a part hereof as full compensation for everything performed and for all risks and obligations undertaken by the Contractor under and as required by the Contract.
- Final payment for Work governed by unit prices will be made based on the actual measurements and quantities accepted by the Engineer multiplied by the unit price for work that is incorporated in or made necessary by the Work.

### IV. QUALITY REQUIREMENTS

- Bidders must provide all of the items described in Section II: Project Description and comply with all Section I: Proposal Submission Requirements. Missing information may cause the proposal to be considered unresponsive.
- All deliveries must comply with the Specifications identified above in Section II, Project Description.

### V. RULE FOR AWARD

- The responsive and responsible bidder meeting the requirements described in described in Section II: Project Description and offering the lowest **Base Bid Price** plus **Add Alternate No. 1 Price** plus **Add Alternate No. 2 Price** described in Attachment D, Bid Pricing Sheet.

### VI. OTHER REQUIREMENTS

- At the pre-construction meeting, the selected contractor shall submit to the Engineer a construction schedule in bar graph form, satisfactory to the Engineer, showing in detail the proposed progress for the construction of the various parts of the Work. Submission of said schedule shall be a condition precedent to approval of the Contractor's first application for payment. After construction commences, the Contractor shall submit to the Engineer bi-weekly construction schedule updates.
- The contractor shall be responsible for performing all construction layout and stakeout. The Engineer will release record AutoCAD drawing files to the Contractor to utilize in construction layout.



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### VII. SPECIAL PROVISIONS

All work under this Contract shall be done in conformance with the *Standard Specifications for Highways and Bridges* dated 1988, the *Supplemental Specifications dated July 1, 2015*, the *Supplemental Specifications dated April 1, 2019*, the *Interim Supplemental Specifications dated December 31, 2017*; the *October 2017 Construction Standard Details*, the *1990 Standard Drawings for Signs and Supports*; the *1996 Construction and Traffic Standard Details* (as relates to the Pavement Markings details only); the *2009 Manual on Uniform Traffic Control Devices (MUTCD) with Massachusetts Amendments* and the *Standard Municipal Traffic Code*; the *1968 Standard Drawings for Traffic Signals and Highway Lighting*; the latest edition of *American Standard for Nursery Stock*; the Plans and these Special Provisions.

### MASSHIGHWAY TO MASSDOT NAME CHANGE

The following definitions in Section 100 of the Standard Specifications for Highways and Bridges are revised as follows:

(Amend definition of Department)

1.17 –Department .....Effective November 1, 2009, St. 2009, c. 25 abolishes the Massachusetts Department of Highways and all assets, liabilities, and obligations become those of the Massachusetts Department of Transportation (MassDOT). Anywhere in this contract the terms Commission, Commonwealth, Department of Public Works, Department, Massachusetts Highway Department, MassHighway, Party of the First Part, or any other term intending to mean the former Massachusetts Department of Highways is used, it shall be interpreted to mean MassDOT or applicable employee of MassDOT unless the context clearly requires otherwise. Furthermore, MassDOT by operation of law inherited all rights and obligations pursuant to any contract, and therefore parties to this contract hereby acknowledge and agree that its terms shall be liberally construed and interpreted to maintain the rights and obligations of MassDOT. Furthermore, the parties hereby acknowledge and agree that the transfer of all rights and obligations from the Massachusetts Department of Highways to MassDOT shall not have the effect of altering or eliminating any provision of this contract in a manner that inures to the detriment of MassDOT.

(Add a definition for MassDOT)

1.46 – MassDOT.....The Massachusetts Department of Transportation, a body politic and corporate, under St. 2009, c. 25 “An Act Modernizing the Transportation Systems of the Commonwealth”, as amended.

### SUBSECTION 4.04 CHANGED CONDITIONS.

This Subsection is revised by deleting the two sequential paragraphs near the end that begin “The Contractor shall be estopped...” and “Any unit item price determined ...” (1/6/2006).



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### **ARCHITECTURAL ACCESS BOARD TOLERANCES**

The Contractor is hereby notified that they are ultimately responsible for constructing all project elements in strict compliance with the current AAB/ADA rules, regulations and standards. All construction elements in this project associated with sidewalks, walkways, wheelchair ramps and curb cuts are controlled by 521CMR - Rules and Regulations of the Architectural Access Board (AAB). The AAB Rules and Regulations specify maximum slopes and minimum dimensions required for construction acceptance. There is no tolerance allowed for slopes greater than the maximum slope nor for dimensions less than the minimum dimensions. Contractors shall establish grade elevations at all wheel chair ramp locations, and shall set transition lengths according to the appropriate table in the Construction Standards (or to the details shown on the plans). All wheelchair ramp joints and transition sections which define grade changes shall be formed, staked and checked prior to placing cement concrete. All grade changes are to be made at joints.

### **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 conduits, etcetera, will occur. The Contractor should coordinate with the Town to locate electrical conduit located between the existing transformer and fuel tank. The Contractor should locate this utility prior to construction.

The Contractor shall notify 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 811 or 1-888-344-7233.

### **NOTICE TO OWNERS OF UTILITIES**

(Supplementing Subsection 7.13)

Written notice shall be given by the Contractor to all public service corporations or municipal and State officials owning or having charge of publicly or privately-owned utilities of his intention to commence operations affecting such utilities at least one week in advance of the commencement of such operations. The Contractor shall, at the same time, file a copy of such notice with the Resident Engineer.

The Contractor's attention is further directed to the requirements of work in the immediate vicinity of certain underground structures and poles herein included in these Special Provisions.

A list of public and private utilities can be found on the MassDOT Highway Division website at:

<http://www.massdot.state.ma.us/>

Select Quick Links → Doing Business with us → Design/Engineering → Utility Contacts → District 6 → (WESTWOOD), and then locate the utility.

The Contractor shall inform the following officials in each area that he assigned to work:  
Superintendent, DPW, Superintendent, Water & Sewer Department, Police and Fire Departments.



# TOWN OF WESTWOOD COMMONWEALTH OF MASSACHUSETTS

## ITEM 996.01

## WALL STRUCTURE, WALL NO. 1

## LUMP SUM

### SELECTIVE DEMOLITION OF STRUCTURES

The work under this Item shall conform to the relevant provisions of Section 112 of the Standard Specifications and shall include the removal and disposal of the portions of the existing granite block retaining walls within the project limits as described on the Plans.

#### General

The Contractor shall be responsible for removing the portions of the existing granite block retaining wall located to the east of the existing transformer and the entire upper wall portion as described on the Plans. The Contractor is responsible for the removal and disposal of the granite blocks from the site. The Contractor shall only disturb the areas necessary to remove the existing granite blocks.

The Contractor shall take precautions to prevent damaging all existing structures and all portions of the existing wall to remain during the removal of the existing granite blocks. The Contractor shall remove any debris which is generated from the site immediately and restore portions of the site affected by the operations to their original undisturbed condition or better. Removal of debris generated by demolition will be performed at the Contractor's own expense.

The Contractor shall also take all measures necessary to protect any existing utilities within the project limits, which include, but may not be limited to telephone and electrical hand holes, lighting structures, utility poles, overhead lines and drain pipes near or attached to the existing granite block retaining wall.

### MODULAR CONCRETE BLOCK RETAINING WALL

#### General

This work shall consist of furnishing materials and design for the placement of precast concrete block faced retaining walls constructed in accordance with these specifications and in conformity with the lines, grades, and dimensions shown on the plans or as directed by the Engineer.

The wall layout and supporting design shall be submitted for review and approval and shall bear the stamp of a Professional Engineer licensed in the Commonwealth of Massachusetts.

The retaining wall shall consist of a leveling pad, modular concrete facing units, drainage fill, and retained backfill.

#### Materials

##### A. Modular Facing Units

1. Definition – a concrete retaining wall element machine made from Portland cement concrete, water and aggregates



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2. Modular Concrete Facing Units shall be either:
  - a. ReCon “North Shore Granite”  
87 Haverhill Road  
Amesbury, MA 01913  
(800) 696-7432
  - b. Redirock “Cobblestone”  
05481 US 31 South  
Charlevoix, MI 47920  
(866) 222-8400
  - c. VERSA-LOK “Bronco”  
6348 Hwy. 36 Blvd, Suite 1  
Oakdale, MN 55128  
(651) 770-3166
  - d. Approved equivalent.
3. Cap unit material shall be consistent with the modular concrete facing units used.
4. The style and color of the retaining wall shall be subject to approval by the Town of Westwood.
5. All concrete facing units shall be sound and free of cracks or other defects that would interfere with the proper placing of the unit or significantly impair the strength of the construction. Cracking or pre-chipped materials will be rejected.
6. Drainage piping and fill shall be in accordance with the manufacturer’s specifications. The drainage piping shall discharge to daylight and be designed by the Contractor.
7. Retaining wall backfill shall be in accordance with the manufacturer’s specifications.

### Construction Methods

Excavation, foundation soil preparation, granular leveling pad, wall installation, backfilling, and control of groundwater and surface runoff shall be in accordance with the manufacturer’s recommendations. At the interface of the proposed wall and existing wall, custom sized blocks shall be used to ensure a consistent face of wall is maintained with no voids or other irregularities.

### Method of Measurement

Item 996.01 will be measured for payment by the Lump Sum. Wall face is defined as the product of the vertical height of the wall measured from the top of the leveling pad to the top of the wall cap multiplied by the length of the wall.

### Basis For Partial Payment

Item 996.01 as measured above, will be paid for at the contract unit bid price per Lump Sum as designated in the proposal. Said price and payment shall constitute full compensation for designing, furnishing, fabricating, and erecting the modular concrete wall units including cap, adhesive for cap,



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granular leveling pad, all excavation, removal and disposal of excavation, furnishing, transporting, storing and placing of drainage fill, compacting, control of groundwater and surface runoff, trimming and fine grading, subgrade preparation, all labor, tools, equipment and incidentals necessary to complete this item of work to the satisfaction of the Engineer.

Within ten (10) days after the award of the Contract, the Contractor shall submit, in duplicate, for the approval of the Engineer, a schedule of quantities and unit prices for the major components of the wall structure as listed below. The wall structure LUMP SUM breakdown quantities provided below are estimated and are not guaranteed. The total of all partial payments to the Contractor shall equal the Lump Sum contract price regardless of the accuracy of the quantities furnished by the Engineer for the individual wall components. The cost of labor and materials for any Item not listed but required to complete the work shall be considered incidental to Item 996.01 and no further compensation will be allowed.

Sub-Item	Description	Quantity	Unit	Unit Price	Total
101.	Clearing And Grubbing	0.1	ACRE		
103.	Tree Removed – Diameter Under 24 Inches	7	EA		
112.01	Selective Demolition Of Structures	1400	SF		
120.1	Unclassified Excavation	1200	CY		
151.	Gravel Borrow	435	CY		
156.	Crushed Stone	350	TON		
460.	Hot Mix Asphalt	3.5	TON		
482.3	Sawcutting Asphalt Pavement	130	FT		
998.80	Modular Concrete Block Retaining Wall	1200	SF		
Total Cost of Items 996.01				_____	
Say				_____	



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**ADD ALTERNATE 1:**

**ITEM 996.02**

**WALL NO. 1 SLOPE TREATMENT**

**LUMP SUM**

The work to be done under this Item includes furnishing and installing filter fabric for slope stabilization, as directed by the Engineer and furnishing and installing crushed stone along the finished slope as shown on the plans or as directed by the Engineer. Excavation and slope construction shall conform to the relevant provisions of Sections 120 and 150. The fabric shall be rolled out so that the seams between rolls are perpendicular to the wall face. All seams between rolls shall be either lapped a minimum of 6-inches or sewn in accordance with manufacturer's specifications. The fabric shall be placed on scarified soil and pinned into place with 6-inch plastic around the fabric's perimeter and at intermediate intervals at 12-inches on center. The fabric's edges shall be trimmed to meet the limit of treatment (meeting with existing slope) assuring that the edges of the fabric are completely covered by the crushed stone being placed on top of it. Crushed stone shall be placed in accordance with the relevant provisions of Section 983. Crushed stone shall be placed carefully over the fabric at a thickness specified on the Plans in a manner that will insure the fabric will remain in place.

**Material**

These materials shall meet the requirements of M2.01.0, M9.50 and the following:  
Filter fabric shall be a non-woven geotextile specially designed for drainage and materials separation applications and shall be a pervious sheet of polypropylene or polyester fibers oriented into a stable network so that the fibers retain their relative positions with respect to each other. The fabric shall be composed of continuous or discontinuous (staple) fibers held together through needle punching. The edges of the fabric shall be salvaged or otherwise finished to prevent these outer fibers from pulling away from the fabric. The fabric shall meet the requirements of AASHTO M288 for the intended application.

**Method Of Measurement And Basis Of Payment**

Item 996.02 will be measured and paid at the Contract unit price per Lump Sum, complete in place, which price shall include all labor, tools, equipment, and materials required to complete the work as required by the Engineer. Overlaps shall be measured as a single layer of cloth.

Within ten (10) days after the award of the Contract, the Contractor shall submit, in duplicate, for the approval of the Engineer, a schedule of quantities and unit prices for the major components of the wall slope as listed below. The wall slope LUMP SUM breakdown quantities provided below are estimated and are not guaranteed. The total of all partial payments to the Contractor shall equal the Lump Sum contract price regardless of the accuracy of the quantities furnished by the Engineer for the individual slope components. The cost of labor and materials for any Item not listed but required to complete the work shall be considered incidental to Item 996.02 and no further compensation will be allowed.





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Sub-Item	Description	Quantity	Unit	Unit Price	Total
156.	Crushed Stone	175	Ton		
*698.1	Geotextile Fabric For Stabilization	450	SY		
				Total Cost of Items 996.02	_____
			Say		_____



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**ADD ALTERNATE 2:**

**ITEM 996.03**

**WALL NO. 1 SLOPE PROTECTION**

**LUMP SUM**

General

The work to be done under this Item includes furnishing and installment of guardrail, trailing anchorage, tangent end treatment, chain link fence and pavement milling mulch as depicted on the Plans for protection of the slope. The work under this Item shall conform to the relevant provisions of Section 601 and 644 of the Standard Specifications and all relevant details located within the Construction Standard Details as noted on the Plans.

Material

These materials shall meet the requirements of Section 601 and 644 of the Standard Specifications and all relevant details located within the Construction Standard Details as noted on the Plans.

Method Of Measurement And Basis Of Payment

Item 996.03 will be measured and paid at the Contract unit price per Lump Sum, complete in place, which price shall include all labor, tools, equipment, and materials required to complete the work as required by the Engineer.

Within ten (10) days after the award of the Contract, the Contractor shall submit, in duplicate, for the approval of the Engineer, a schedule of quantities and unit prices for the major components of the slope protection as listed below. The slope protection LUMP SUM breakdown quantities provided below are estimated and are not guaranteed. The total of all partial payments to the Contractor shall equal the Lump Sum contract price regardless of the accuracy of the quantities furnished by the Engineer for the individual slope protection components. The cost of labor and materials for any Item not listed but required to complete the work shall be considered incidental to Item 996.03 and no further compensation will be allowed.

Sub-Item	Description	Quantity	Unit	Unit Price	Total
620.12	Guardrail, TL-2 (Single Faced)	100	FT		
627.1	Trailing Anchorage	1	EA		
627.82	Guardrail, Tangent End Treatment, TL-2	1	EA		
644.048	48 Inch Chain Link Fence (Spring Tension Wire)	100	FT		
769.	Pavement Milling Mulch Under Guardrail	100	FT		



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Total Cost of Items 996.03

\_\_\_\_\_

Say

\_\_\_\_\_

\*\*\*\* END OF SPECIAL PROVISIONS \*\*\*\*



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**ATTACHMENT A  
PRICE ADJUSTMENTS**



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# TOWN OF WESTWOOD COMMONWEALTH OF MASSACHUSETTS

## MONTHLY PRICE ADJUSTMENT FOR HOT MIX ASPHALT (HMA) MIXTURES ENGLISH UNITS Revised: 07/08/2016

This provision applies to all projects using greater than 100 tons of hot mix asphalt (HMA) mixtures containing liquid asphalt cement. 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 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)

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



# TOWN OF WESTWOOD COMMONWEALTH OF MASSACHUSETTS

## 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](http://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 effected 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 (that are included in the contract) at the fuel factors shown:

ITEMS COVERED	FUEL FACTORS	
	Diesel	Gasoline
Excavation: and Borrow Work: 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 (Both Factors used)	0.29 Gallons / CY.	0.15 Gallons / CY
Surfacing Work: All Items containing Hot Mix Asphalt	2.90 Gallons / Ton	Does Not Apply

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





**TOWN OF WESTWOOD  
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**ATTACHMENT B**

**WAGE RATES**



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**ATTACHMENT C**

**BID TABLE**



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ITEM NO.	QTY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE		TOTAL	
			DOLLARS	CENTS	DOLLARS	CENTS
996.01	1	AT WALL STRUCTURE, WALL NO. 1 _____ PER LUMP SUM				

**BASE BID TOTAL** \_\_\_\_\_

\_\_\_\_\_

**BASE BID TOTAL WRITTEN IN WORDS**



# TOWN OF WESTWOOD COMMONWEALTH OF MASSACHUSETTS

ITEM NO.	QTY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE		TOTAL	
			DOLLARS	CENTS	DOLLARS	CENTS
996.02	1	WALL NO. 1 SLOPE TREATMENT AT _____ PER LUMP SUM				

**ADD ALTERNATE 1 TOTAL** \_\_\_\_\_

\_\_\_\_\_  
**ADD ALTERNATE 1 TOTAL WRITTEN IN WORDS**



# TOWN OF WESTWOOD COMMONWEALTH OF MASSACHUSETTS

ITEM NO.	QTY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE		TOTAL	
			DOLLARS	CENTS	DOLLARS	CENTS
996.03	1	WALL NO. 1 SLOPE PROTECTION AT _____ PER LUMP SUM				

ADD ALTERNATE 2 TOTAL \_\_\_\_\_

\_\_\_\_\_  
ADD ALTERNATE 2 TOTAL WRITTEN IN WORDS



**TOWN OF WESTWOOD  
COMMONWEALTH OF MASSACHUSETTS**

**ATTACHMENT D**

**BID PRICING SHEET**

**DPW RETAINING WALL REPLACEMENT**

Bid form must be completed in ink or typed. The bid price for each item on the form shall be stated in figures. Discrepancies between indicated sum of any column(s) and the correct sum of any column(s) will be resolved in favor of the correct sum. Please Attach Additional Sheets if necessary.

**BASE BID PRICE**

The Bidder submits this bid proposal to perform all of the work (including labor and materials) as described in the solicitation for this Base Bid Price (including the costs for all Allowances, Bonds, and Addenda):

Base Bid in figures \$ \_\_\_\_\_

Base Bid in words \$ \_\_\_\_\_

---

**ADD ALTERNATE NO. 1 BID PRICE**

The Bidder submits this bid proposal to perform all of the work (including labor and materials) as described in the solicitation for this Add Alternate No. 1 Bid Price (including the costs for all Allowances, Bonds, and Addenda):

Add Alternate No. 1 Bid in figures \$ \_\_\_\_\_

Add Alternate No. 1 Bid in words \$ \_\_\_\_\_

---

**ADD ALTERNATE NO. 2 BID PRICE**

The Bidder submits this bid proposal to perform all of the work (including labor and materials) as described in the solicitation for this Add Alternate No. 2 Bid Price (including the costs for all Allowances, Bonds, and Addenda):

Add Alternate No. 2 Bid in figures \$ \_\_\_\_\_

Add Alternate No. 2 Bid in words \$ \_\_\_\_\_

---





**TOWN OF WESTWOOD  
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**TOTAL BID PRICE**

The Total bid price submitted for this proposal (Base Bid + Add Alternate No. 1 + Add Alternate No. 2) is as follows:

Total Bid in figures \$ \_\_\_\_\_

Total Bid in words \$ \_\_\_\_\_

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

\_\_\_\_\_  
Printed Name of individual submitting bid or proposal

\_\_\_\_\_  
Business Email

\_\_\_\_\_  
Printed Name of Business submitting bid or proposal

\_\_\_\_\_  
Business Phone Number



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**ATTACHMENT E**

**LABOR HARMONY AND OSHA TRAINING**

The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is 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 that he will comply fully with all laws and regulations applicable to awards made subject to section 44A.

---

(Signature of authorized individual submitting proposal)

---

(Printed Name)

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(Name of Bidder (if different than name))

---

(Date)



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**ATTACHMENT F  
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

\_\_\_\_\_  
Printed Name of individual submitting bid or proposal

\_\_\_\_\_  
Name of business



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**ATTACHMENT G**

**TAX COMPLIANCE CERTIFICATION**

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

Signed under the pains and penalties of perjury.

---

Signature of individual submitting bid or proposal

---

Printed Name of individual submitting bid or proposal

---

Name of business



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**TOWN OF WESTWOOD  
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**ATTACHMENT H  
SIGNATURE FORM**

This Bid must bear the written signature of the Bidder or authorized agent of the Bidder. If the Bidder is a corporation or a partnership, the Bid must be signed by a duly authorized officer of such corporation or by a partner; the title of such officer must be stated.

The bidder hereby acknowledges the receipt of, and has included in this BID, the following Addenda:

(To be filled in by Bidder, if Addendums are issued.)

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Corporation, Company or Individual

\_\_\_\_\_  
Printed Name of Person Authorized to Sign

\_\_\_\_\_  
Title

\_\_\_\_\_  
Email Address



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# TOWN OF WESTWOOD COMMONWEALTH OF MASSACHUSETTS

## ATTACHMENT I REFERENCE FORM

Bidder: \_\_\_\_\_

The following shall accompany the bid and is required as evidence of the bidder's qualifications to perform the work, as bid upon, in accordance with the contract drawings and specifications. This statement must be notarized. All questions must be answered. Additional data may be submitted on separate attached sheets. When assessing bidder's qualification, the Town will not be limited to information provided herein. The Town intends to use information outside this document to assess Bidder Qualifications.

1. Name of Bidder \_\_\_\_\_
2. Permanent Main Office Address \_\_\_\_\_
3. Official Mailing Address for This Contract \_\_\_\_\_
4. When Organized? \_\_\_\_\_
5. Where Incorporated, If a Corporation \_\_\_\_\_
6. Years Contracting under Present Name \_\_\_\_\_
7. List contracts on hand, and those completed similar in nature to this kind of project.

Owner Name	Owner Phone #	Engineer	Contract Description	Contract Amount	Completion Date
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____



**TOWN OF WESTWOOD  
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8. List any work the firm has failed to complete in the last five years, state where and why.

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9. If you have ever defaulted on any contract, state where and why.

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10. List full names of all principals (i.e. Officers, Directors, Partners, Owners) interested in this bid.

Name	Title	Firm

11. State name(s) and qualifications of resident supervisor(s) for this project.

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12. List major equipment available for this project and identify ownership or rental.

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**TOWN OF WESTWOOD  
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13. List bank references for verifying financial ability of your company.

Name	Address
_____	_____
_____	_____

14. The undersigned hereby authorized and requests any person, firm or corporation, to furnish all information requested by the Owner and/or its designated agents relative to the recitals comprising this Statement of the Bidder's Qualifications.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
(Name of Bidder)

By: \_\_\_\_\_

\_\_\_\_\_  
(Title)

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_ being duly sworn in person, deposes and says  
that he is \_\_\_\_\_ of \_\_\_\_\_,  
(Title) (Name of Bidder)

that he is the firm's duly authorized agent to execute these contract documents, and that the  
answers to the foregoing questions and all statements therein contained are correct and true.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

(SEAL) \_\_\_\_\_  
(Notary Public)



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**TOWN OF WESTWOOD  
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**ATTACHMENT J  
PROJECT PLANS**

**TITLED:**

**DPW FACILITY RETAINING WALL REPLACEMENT  
IN THE TOWN OF  
WESTWOOD  
NORFOLK COUNTY**

**PREPARED BY: TEC, INC.**

**DATED: 9/27/2019**

**10 SHEETS**



# TOWN OF WESTWOOD COMMONWEALTH OF MASSACHUSETTS

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