



**TOWN OF WESTWOOD
COMMONWEALTH OF MASSACHUSETTS**

REQUEST FOR QUOTES

**High Street (Route 109) Traffic Marking
Quote # DPW-21-Q-016**

I. GENERAL INFORMATION AND PROPOSAL SUBMISSION REQUIREMENTS

- All Quotes must be delivered by **11:00 am on Wednesday, October 14, 2020** to:

Procurement Department
Westwood Town Hall
580 High Street
Westwood MA 02090
- Quotes may be emailed to procurement@townhall.westwood.ma.us.
- Quotes 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).
- Emailed Quotes should be titled “*Quote # DPW-21-B-016, High Street Traffic Marking.*” Mailed quotes should be in a sealed envelope clearly marked “*Quote # DPW-21-B-016, High Street Traffic Marking.*”
- Quotes must include a Labor Harmony and OSHA Training Certificates.
- Questions concerning this Request for Quotes (RFQ) must be submitted in writing to: Procurement Department, Procurement@townhall.westwood.ma.us.
- 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 RFQ, 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 B-E **must be completed and be submitted** with the bid documents.
 - Attachment A – Wage Rates
 - Attachment B – Bid Pricing Sheet
 - Attachment C – Unit Prices
 - Attachment D – Labor Harmony and OSHA Training



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- Attachment E – Signature Page
- Attachment F – COVID-19 Construction

II. PURCHASE DESCRIPTION/SCOPE OF SUPPLIES/SERVICE

- The scope of the work includes labor, material and equipment to complete traffic markings on the following streets:
 - High Street – FROM Churchill Rd to Grove Street ONLY
 - High Street Marking Task pricing shall be furnished for One Item
 - Item #1 Epoxy
 - Pavement surface coating, Item 999.02, for two (3) crosswalks
 - All work identified in High Street Traffic Marking Task shall be performed and completed no later than November 15, 2020.
- Failure to complete the work included in this contract shall expose the contractor to charges. Charges will accumulate on a daily basis in addition to costs for traffic control required after the stated completion date.
- If the vendor fails to supply and/or deliver in time to meet the requirements of the Town, the Town reserves the right to obtain these services from another source. Any additional costs incurred by the Town as a result of a price differential between the price paid on the open market and the contract price will be charged against the contractor or deducted from any balance owed to the contractor.
- All quotes must be firm and continue in effect for a period of thirty (30) days from date of submittal.
- **Item 999.02 Pavement Surface Coating**
- The work described for this item shall conform to the requirements and provisions of relevant Sections of the Massachusetts DOT Standard Specifications along with the latest Supplemental Specifications, including but not limited to, Sections 860, and the following:
- The work under this Item shall include preparation of the pavement surface in conjunction with the application of one or more courses of a polymer modified flexible cement surfacing material that may be used as a complete light, durable, skid resistant, composite wearing surface, or textured and colored on sections of pavement to simulate hand laid brick and/or conventional masonry where shown on the plans or as directed by the Engineer.
- The color shall be brick red and pattern shall be standard size brick arranged in a linear running bond, brick orientation.
- Preparation



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- The areas to be surfaced with the specified material(s) must be structurally sound and may consist of either asphalt or cement concrete. When these material(s) are intended for application on a newly paved asphalt surface a curing period will be required to ensure that no concentration of oils are present. A suitable approved pavement heater may be employed to expedite curing when a delayed work schedule is not advisable.
- Surface preparation will then be performed in the following general manner:
 - The pavement surface is to be thoroughly cleaned by approved methods removing all contaminants that may prevent proper adhesion of the new surfacing material(s). A suitable approved pavement heater shall be employed where surface oils, fuel and the like exist on the surface, to remove these incompatible materials. New bituminous concrete shall be added as necessary, thermally bonded to the pavement and compacted to achieve a density equal to the surrounding or adjacent pavement. No work shall be initiated until the surface condition conforms to manufacturer recommended standards for both structure and cleanliness.
 - All applications shall be installed in a neat and uniform manner by approved methods. The Contractor shall be responsible for furnishing and placing a sufficient traffic and pedestrian control with caution tape to adequately protect all work zones, and to insure the orderly flow of vehicular and pedestrian traffic.
 - Residues resulting from this element of the work shall be immediately removed from the jobsite(s) and must be disposed of in a proper manner. There will be no additional compensation for the disposal of excess or unused materials. Pavement sections where the surfacing work is incomplete must be left in a neat and clean condition, satisfactory to the Engineer at the end of each workday. Areas of pavement outside the limits of application shall be protected from overspill and/or other damage.
- Installation
 - Contractor shall be responsible for the preparation, placement, and patterning of the polymer modified flexible concrete surfacing material(s) for all applications according to the manufacturer's guidelines and subject to the approval of the Engineer. When required, this composite paving material shall be uniformly and homogeneously formulated with color stable pigments and surface textured to simulate hand laid brick and/or masonry.
 - A simulated mockup consisting of the color(s) and pattern(s) as selected by the Engineer, will be constructed, within a designated section of the overall work area, at least five (5) working days prior to the initiation of this phase of construction. The mockup site will be determined by the Engineer. Weather permitting and only with approval of the completed sample section, the work shall begin. The cost of the mockup shall be included in the unit price for this item and shall encompass a minimum surface area of 3'x3'.
 - A working knowledge of the specialized technology contained within these specifications is required. Only certified applicators may be employed for this work. In the event that this material and/or surfacing system constitutes, or is claimed to constitute proprietary technology subject to U.S. Patent protection, the Contractor will be required to furnish written evidence satisfactory to the Owner that they are an accredited, authorized and/or licensed installer of the patented material/process.
- The installation phase of this work shall be performed in the following general manner:



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- Using manufacturer prescribed methods and equipment as described herein, the Contractor shall properly blend and mix the water, polymer modified cement, aggregate and pigments (color will be selected by the Owner) to achieve the desired consistency. The polymer modified cement shall be a blend of acrylic based polymers, cement, select fibers and aggregates to be furnished in a dry protected state to prevent the loss of internal strength and bond which may result in cohesive and adhesive failure. The measuring and mixing operation shall be capable of producing a workable, consistent, homogeneous mixture for the intended application. Only then shall the Contractor apply the composite to the surface of a hardened, structurally sound bituminous concrete pavement as directed.
- Using specialized equipment and tools as necessary the desired ultra-thin composite mixture shall be sufficiently and uniformly applied to the surface. The finished material must be capable of being spread to a consistent build thickness of as little as 0.0625 inches per layer. Segregation of the mixed material shall be avoided. Should this condition present itself the material and/or application must be corrected immediately or replaced, as determined by the Engineer. When this newly constructed ultra-thin finish is applied over bituminous concrete it shall provide a flexible, fuel, skid, and UV resistant surface which results in a reduction of susceptibility to natural oxidation.
- No material shall be applied when precipitation is present or imminent inclement weather will prevent proper curing. No material may be allowed to exceed the workability limitations of the composite mixture.
- Hand applications will be utilized for smaller sections when a color distinction and/or surface pattern is required. Patterned applications intended to resemble masonry will be constructed in two (2) layers and colors in accordance with the shown on the plans or as directed by the Engineer. Finish patterns and colors may only be applied after the first course has adequately cured.
- Once the newly finished surfaces have cured sufficiently, the application area may be opened to vehicular and/or pedestrian traffic. Any residue resulting from this work shall be removed and disposed of in a proper manner. The completed work area is to be left in a neat and clean condition, satisfactory to the Engineer.
- The Contractor shall take reasonable precautions and steps during construction to prevent bodily harm or injury or damage to adjacent structures such as curbing, sidewalks, drainage, or water supply facilities. If during the execution of the work, the Contractor, through willfulness or carelessness, permits or causes any damage to public or private property, the cost of repair or replacement shall be the responsibility of the Contractor at no expense to the Owner.
- The Contractor shall maintain minimum 11 foot vehicular travel lanes at all times during this operation unless otherwise approved.
- Materials
- The composite material(s) used for this polymer modified thin surfacing system must support a documented performance history satisfactory to the Owner that is compatible with the functions and characteristics detailed within these specifications. This material must also be able to demonstrate long term adhesion, flexibility and abrasion resistance characteristics, scrub ability, as well as color stability, chemical and fuel resistance.



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- The Contactor will be required to furnish to the Engineer five (5) applications that have been placed on main thoroughfares, complete with contact information and locations using the material(s) as specified herein. The ultra-thin layer polymer composite(s) used on these projects must support a documented history of field performance and integrity for the type of work described herein for a minimum period of five (5) years. No waiver of this condition will be allowed.
- The composite material shall be flexible with form stability which is compatible with existing bituminous pavements and be formulated using polymer modifications as necessary to suit local traffic and climate conditions. The specified polymer modified composite material(s) when mixed and cured in accordance with manufacturer's guidelines shall demonstrate the physical properties outlined in the following table.

- Material Properties

<u>Physical Properties</u>	<u>Test Method</u>	<u>Minimum Test Value</u>
• Compressive Strength	ASTM C 39	3,100 PSI
• Solar Reflectivity Index	ASTM E1918 ASTM C 1549	>29
• Shear Bond Adhesion	ASTM C 1583	>250 PSI
• Skid Resistance (mixed)	ASTM E-274	>40
• Tensile Strength	ASTM C 190	615 PSI (3.9 MPa)
• Freeze-Thaw Scaling Resistance	ASTM C672-98	0

- Material Components

- Water. The water used in mixing these composite(s) shall be of potable quality and free from soluble salts.
- Chemical Admixtures/pigments. All chemical admixtures shall be introduced during the manufacturing process. Pigments may only be added on site to achieve a particular color quality or tint preference as directed.
- Surface Sealer. A suitable approved surface sealer, if required, may be applied to the polymer modified composite(s) to provide additional protection in fueling areas, or to prevent surface efflorescence when colors are utilized.
- Material Verification. Upon request the Contractor shall provide a Certificate of Analysis (COA) for the polymer modified cement, aggregate and combined dry blend verifying that the materials meet the specific requirements outlined herein.
- Questionable product with just cause may be subjected to all of the specified testing procedures. All material testing will be conducted by a third party independent certified laboratory acceptable to the Engineer and will be the financial responsibility of the Contractor. Samples failing in any test category will result in immediate rejection of the material from further consideration or use and may disqualify the contractor from this phase of the work.



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- Material(s) furnished pursuant to this work shall not be harmful to humans or the environment and must possess a Design for the Environment (DfE) as designated by the United States Environmental Protection Agency (EPA).
- No payment will be rendered for any work until a manufacturer's certificate of compliance has been furnished by the Contractor. A Material Safety Data Sheet (MSDS) will also be required before any work is initiated.
- Equipment
- Contractor must have access to and be familiar with the specialized machinery and tools necessary to perform the procedures as outlined and contained within these technical specifications. These items shall include but not be limited to dedicated surfacing equipment designed exclusively for use in applying thin layer polymer modified composite(s), appropriate trucks, air compressors, miscellaneous dispensers, mixers, applicators, heaters, cutters, and/or specialized tools, etc.
- To ensure optimum work site efficiency and project safety considerations, multiple crews may be required when hand applications or custom patterns as described previously are necessary.
- Due to the logistical complications inherent to this type of specialized construction, and given the general project size, scope, schedule and public safety concerns, the Contractor may not assume that a single mobilization will be sufficient to complete this entire phase of the work required in a safe and orderly fashion. No separate payment will be made for any additional mobilization or demobilization as may be necessary to complete the project.
- Guarantee / Warranty
- The Contractor shall warranty all applications from defects resulting from improper workmanship and faulty or inferior materials for a minimum period of three (3) years. All defective materials and/or substandard work will be corrected or replaced within the warranty period as directed by the Engineer.
- Method of Measurement and Basis Of Payment
- Pavement Surface Coating will be measured for payment by the Square Foot, completed in place.
- Pavement Surface Coating will be paid for at the Contract unit price per Square Foot, which price shall include all labor, materials, equipment, mobilization, expansion joint filler, mockup and incidental costs required to complete this work including ancillary preparation of the pavement. No payment deductions will be made for structures within the work area such as manholes, catch basins, or other castings.

Unit Quantities Specified:

- Quantities and measurements indicated in this IFB are for bidding and contract purposes only. Quantities and measurements ACTUALLY supplied or placed in the Work and verified by the Engineer shall determine payment.



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- If the actual Work requires greater or lesser quantities than those quantities indicated in the Bid Form, Contractor shall provide the required quantities at the unit price contracted.

Delivery Requirements: All delivery charges shall be included in the price of the service.

- The Delivery should be made to:

**Town of Westwood
50 Carby Street
Westwood MA 02090**

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



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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 owners contingent policies, as the case may be, shall include the above stated Indemnification Clause

III. PRICING AND PAYMENT

- Unit Prices
 - Item and the quantity of units completed. Unit prices are to include 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: Purchase Description/Scope of Services 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, Purchase Description/Scope of Supplies/Services.
- Bidders must have satisfactory performance under at least two (2) different contracts similar in size to the proposed contract. Contract information will be provided as part of Section VI, References.



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ATTACHMENT B

**BID PRICING SHEET
TRAFFIC MARKING**

BIDDER: _____

PLEASE PROVIDE A LUMP SUM PRICE FOR ALL EQUIPMENT, WARRANTIES AND SERVICES NECESSARY FOR COMPLETE OPERATION AS OUTLINED IN THE SCOPE OF SERVICES.

BIDS MUST BE TYPED OR LEGIBLY WRITTEN

HIGH STREET TRAFFIC MARKING*	\$ _____
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***Will be used as Rule for Award**

Please specify all specifications for the above quoted item

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.

Signature of individual submitting bid or proposal

Printed Name of individual submitting bid or proposal

Business Phone Number

Email of individual submitting bid or proposal



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**ATTACHMENT C
UNIT PRICING SHEET
HIGH STREET TRAFFIC MARKING**

Bidder: _____

Item #1	Description	Approximate Length	Unit Price	Total Price
2a	6" Reflectorized White Traffic Line – Epoxy	14,400 L.F.	\$ _____ In Words	\$ _____
2b	6" Reflectorized Yellow Traffic Line – Epoxy	14,700 L.F.	\$ _____ In Words	\$ _____
2c	Slotted Pavement Marker One-Way White – Epoxy	69 each	\$ _____ In Words	\$ _____
2d	Slotted Pavement Marker Two Way Yellow/Yellow - Epoxy	138 each	\$ _____ In Words	\$ _____
2e	12" Reflectorized White Line – Epoxy	900 L.F.	\$ _____ In Words	\$ _____
2f	12' Reflectorized Yellow - Epoxy	500 L.F.	\$ _____ In Words	\$ _____
2g	Pavement Arrows & Legends Refl. White - Epoxy	1,045 SF	\$ _____ In Words	\$ _____
2h	Pavement Surface Coating Item 999.02	152 SF	\$ _____ In Words	\$ _____

TOTAL PRICE = \$ _____



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**ATTACHMENT D
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)

(Name of Bidder (if different than name))

(Date)



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**ATTACHMENT E
SIGNATURE PAGE**

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 issues.)

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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ATTACHMENT F

ENFORCEMENT OF THE COVID-19 SAFETY GUIDELINES AND PROCEDURES FOR CONSTRUCTION SITES

COVID-19 Order No. 13, as revised and extended on March 31, 2020, requires the Massachusetts Department of Transportation and the Division of Capital Asset Management and Maintenance to “issue guidance and enforcement procedures for the safe operation of public works construction sites.” The safety guidance is attached as “COVID-19 Guidelines and Procedures for All Construction Sites and Workers at All Public Works Sites” (hereinafter, the COVID-19 Construction Safety Guidance) and is posted online and may be revised from time to time. This document contains the required enforcement procedures, which shall be followed by all state agencies and authorities who undertake, manage or fund construction projects and may be used by each city or town for ensuring the safety of both publicly- and privately-owned construction projects.

- All Projects: Construction sites that cannot consistently comply with the COVID-19 Construction Safety Guidance, including ensuring that social distancing and safety requirements are being followed, must:
 - Safely secure the site and pause construction activities until a corrective action plan is prepared, submitted and approved by both the Owner and the city or town; or
 - Close down the site for the duration of the State of Emergency if repeatedly found by either the Owner’s COVID-19 Officer or a state or local inspector (including a third-party private inspector accountable to a city or town) to be in violation of the social distancing and safety requirements.
- A city or town may additionally require the Owner to develop and submit a site-specific risk analysis and enhanced COVID-19 safety plan. The city or town shall review and approve such plan and may require such projects to pause construction until such a risk analysis and plan is submitted and approved. Once such an enhanced COVID-19 safety plan is approved, a violation of the plan shall be treated the same as a violation of the COVID-19 Construction Safety Guidance.
- A site-specific COVID-19 Officer (who may also be the Health and Safety Officer) shall be designated for every site.
- The approved project Health and Safety Plan (HASP) shall be modified to require that the Contractor’s site-specific project COVID-19 Officer submit a written daily report to the Owner’s Representative. The COVID-19 Officer shall certify that the contractor and all subcontractors are in full compliance with the COVID-19 Construction Safety Guidance.
- Public Projects: For all projects undertaken, managed or funded by a state agency or authority there shall be joint enforcement responsibility between the project’s public Owner and the city or town where the project is located.
 - The Owner of the project has the lead responsibility for compliance and enforcement including frequent on-site inspections by an employee or contractor of the state agency or



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- authority who is familiar with the COVID-19 Construction Safety Guidance and is authorized to enforce that guidance and shut down work at the site if violations are found.
- The Owner of the project is required to notify the municipality where the work is taking place whenever a site is shut down or of any violations of the COVID-19 Construction Safety Guidance and the resulting corrective action plan, as well as to provide copies of the COVID-19 Officer's written daily reports upon request.
 - While the public Owner has the lead responsibility for enforcement, cities and towns retain the authority to take enforcement action against public projects found not in compliance with the COVID-19 Construction Safety Guidance, including the authority to order the project to shut down until a corrective action plan is developed, approved and implemented.
- Private Projects: For all private projects the primary enforcement responsibility rests with the city or town, with the Massachusetts Department of Transportation and other state agencies providing technical assistance and resource support.
 - Cities and towns are authorized to enforce the COVID-19 Construction Safety Guidance using their public health staff, building inspectors or any other appropriate official or contractor.
 - Cities and towns may enforce the safety and distance protocols including requiring the Owner and/or Contractor to safely secure the site and pause construction activities until a corrective action plan is prepared, submitted and approved by the city or town.
 - The city or town may require the Owner of a private project to pay for an independent, third party inspector or inspection firm (or to pay into a pool to pay for such inspections). The third party inspector shall be accountable solely to the city or town and shall be responsible for enforcement on behalf of the city or town. A city or town may require private projects to pause construction until such a third-party inspector has been secured.

Any questions about these enforcement procedures or the accompanying Guidance can be directed to:

For MassDOT, Michael McGrath, Assistant Administrator for Construction Engineering,
michael.a.mcgrath@state.ma.us

For DCAMM, Jay Mitchell, Deputy Commissioner, Jayson.mitchell@mass.gov