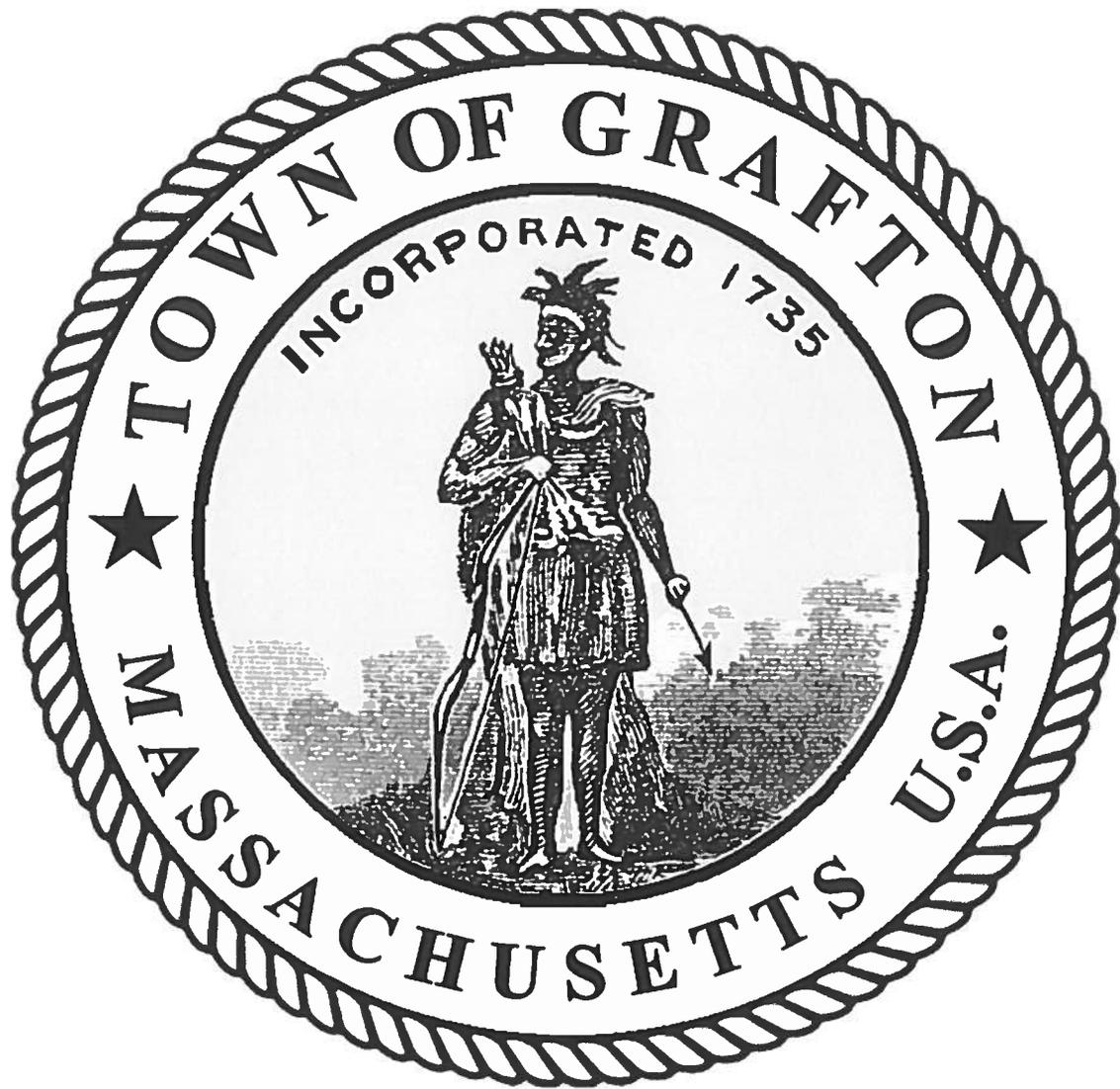


# TOWN OF GRAFTON

Department of Public Works



INVITATION FOR BIDS

TRAFFIC PAVEMENT MARKINGS

TOWN OF GRAFTON, MA

**INVITATION FOR BIDS**  
**TRAFFIC PAVEMENT MARKINGS**  
**TOWN OF GRAFTON, MA**

The Town of Grafton acting through its Board of Selectmen is seeking sealed bids from a qualified firm to furnish Chip Sealing Services. Bids submitted in a sealed envelope marked **“TRAFFIC PAVEMENT MARKINGS”** will be received in the Public Works Office, 30 Providence Road, Grafton, MA 01519 until 9:15 AM on Tuesday, June 21, 2016, when all bids received will be opened and read aloud.

Specifications are available in the Department of Public Works Office during normal business hours.

Bids shall be accompanied by a bid security in acceptable form as outlined in the specifications in the amount of five percent (5%) of the bid.

A labor and materials payment bond in the amount of one hundred percent (100%) of the contract amount will be required.

Wage rates as determined by the Commissioner of Labor and Industries under M.G.L. Chapter 149, Sections 26 to 27D shall prevail on this project.

The Board of Selectmen reserves the Right to reject any and all bids in whole or in part and to accept the bid it deems to be in the best interest of the Town pursuant to M.G.L. c. 30B.

Timothy McInerney  
Town Administrator

Publish in the Grafton News

Publish in the Central Register

DEPARTMENT OF PUBLIC WORKS  
TOWN OF GRAFTON  
SPECIFICATIONS AND SUMMARY OF WORK  
FOR  
TRAFFIC PAVEMENT MARKINGS

**1. GENERAL**

The Town is seeking the services of a contractor/bidder to provide **Traffic Pavement Markings** as outlined in the Specifications and Summary of Work, General Conditions, and Supplementary Conditions to the Department of Public Works on various town roads for the period beginning July 1, 2016 and ending June 30, 2017.

The bidder shall supply all labor, equipment, vehicles, tools, insurance and materials to provide Traffic Pavement Markings Services in accordance with the following:

**2. BID FORMS**

In order to receive consideration, all bidders shall make their bids in strict accordance with the following:

A. All bids shall be on the form provided therefore, and properly executed. The Bidders shall neither change the wording of the Bid Form nor add words to the wording of the Bid Form. Unauthorized conditions, limitations or provisions shall be cause for rejection of the proposal. Alterations by erasure or interlineations must be explained or noted in the bid over the signature of the bidder.

B. No telegraphic bid or telegraphic modification of the bid shall be considered. No bids received after the time fixed for receiving them shall be considered. Late bids shall be returned to the sender unopened.

C. Each bid shall be addressed to the Town of Grafton and shall be delivered to the address given in the Invitation to Bid on or before the day and hour set for the opening of bids. Each bid shall be enclosed in a sealed envelope plainly marked "**BID FOR TRAFFIC PAVEMENT MARKINGS**", the name of the bidder and the date and hour of the bid opening. It is the sole responsibility of the bidder to see that his bid is received on time.

**3. BID BONDS**

In accordance with M.G.L. Chapter 30, Section 39M, every bid shall be accompanied by a bid deposit in the form of a bid bond, or cash, or certified check issued by a responsible bank or trust company payable to the Town of Grafton. Such bid deposit shall be in the amount not less than five percent (5%) of the value of the total bid.

**4. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT**

The successful bidder, upon failure or refusal to execute and deliver the contract and bonds required within ten (10) days after receipt of notice of the acceptance of the bid, shall forfeit to the Town of Grafton, as liquidated damages for such failure or refusal, the security deposited with the bid.

## **5. OTHER BONDS**

Prior to signing the Contract, the Town will require a Labor and Materials Payment Bond in the amount of One Hundred percent (100%) of the Contract.

## **6. REPRESENTATION**

Each bidder, by making a bid, represents that:

- a. He has read and understands the bid documents and the bid is made in strict accordance therewith.
- b. He has visited the site and is fully familiar with the local conditions under which the work has to be performed.
- c. Failure to so examine the bid documents and the site shall not relieve the bidder from any obligation under the resulting contract.

## **7. CONTRACT AWARD**

Bids will be awarded to the responsible and responsive bidder who offers the best price. Sample contract documents are enclosed. The Board of Selectmen reserves the right to accept or reject any or all bids, to waive any informality or to accept any bid in whole or in part that is deemed in the best interest of the Town of Grafton. The Town of Grafton will not be bound by quantity estimates which are for purpose of pricing only.

The bidder shall declare that the he carefully examined the Bid specifications and the proposed streets scheduled for **Traffic Pavement Markings** and that the bidder proposes and agrees to enter into a written contract with the Town to provide the materials, labor and equipment in accordance with these specifications.

The Town shall have the right to terminate the services of the successful bidder at any time during the period of the proposed contract for any reason with thirty days notice. The Town shall be responsible for any bills owed to the successful bidder only until the date of termination and only for satisfactory delivery of materials, labor and equipment and shall not be responsible for any additional fee or charges.

The Town shall have the right to purchase any supplies via the State bid list or another bid if available if said prices are lower than offered by the successful bidder.

## **8. ADDITIONAL PROVISIONS**

The Contractor shall note the following provisions and/or documents:

8.1 Sample Contract Form

8.2 Massachusetts General Laws

Chapter 30, Section 39F (4 Pages), §39G (3 Pages), §39K (2 Pages), §39L (1 Page), §39M (2 Pages), §39N (1 Page), §39O (2 Pages), §39P (1 Page), §39R (4 Pages), Chapter 82, §40 (2 Pages)

8.3. A contractor should list prices for **Traffic Pavement Markings** as specified on Bid Form.

8.4. A contractor shall verify, after completion of work, the exact quantities of materials used.

8.5. All material will be purchased on an as needed basis. A contractor shall not establish any minimum order requirement. Deliveries shall be made within five (5) business days from receipt of the order.

8.6. Each contractor shall name a contract representative to handle purchases, billing, delivery and customer service.

8.7. No substitutes will be accepted unless the successful contractor received approval in writing from the Town.

8.8. Subject to prevailing wage rates as set by the Commonwealth of Mass. Department of Public Safety, General Laws Chapter 149, sections 26 - 27H., Sections 26 to 27H are applicable to this contract. Certified weekly payroll shall be submitted to the Town for all labor costs along with request for payment.

## DEPARTMENT OF PUBLIC WORKS

### TOWN OF GRAFTON

#### GENERAL CONDITIONS FOR

#### TRAFFIC PAVEMENT MARKINGS

### **ARTICLE 1 - GENERAL**

It is the intent of these Contract Documents to provide a uniform basis for selecting a contractor to furnish the Town of Grafton with the service/materials as outlined in general in the Invitation for Bids, as described in detail in the Supplementary Conditions and Specifications and as listed in accordance with the Bid Form.

### **ARTICLE 2 - MATERIALS**

All materials and/or work shall conform, where applicable, to the requirements of the Commonwealth of Massachusetts Department of Public Works Standard Specifications for Highways and Bridges (Revised 1995) and any subsequent supplements and amendments, Section M7, Paints and Protective Coatings.

### **ARTICLE 3 - SAVING CLAUSE**

The contractor shall not be liable for delays or failure due to causes beyond his reasonable control including: acts of God, war, fires, strikes, embargo etc., PROVIDED THAT within five (5) working days after such occurrence, the Contractor gives written explanation of the cause. The Town Administrator shall then ascertain the facts and extent of the delay and/or failure, and his findings of the facts thereon shall be final and conclusive.

### **ARTICLE 4 - BID QUANTITY**

The quantities of work described in the bid package are estimated quantities, provided for the purposes of establishing a bid bond value. Actual quantities may vary more or less than the estimated amount. Actual usage is dependent on the availability of funding:

- a. Approximately 250,000 linear feet of 4" Wide Centerline Painting
- b. Approximately 150,000 linear feet of 4" Wide Sideline Painting

*B. The above estimated quantities of Centerline and Sideline painting consist of one application per contract year with Waterborne Traffic Paint.*

*Bids are requested for the following items:*

- a. Mass. Spec. #M7.01.24 - Fast Drying Yellow Water-Borne Traffic Paint
- b. Mass. Spec. #M7.01.23 - Fast Drying White Water-Borne Traffic Paint

C. Mass. Spec. #M7.01.23 and #M7.01.24 Traffic Paint to be applied to a line thickness of 15 mils, guaranteeing approximately 300 linear feet per gallon of paint. Six Pounds of Mass. Spec. Reflective Glass Highways Spheres to be applied per gallon of paint.

#### **ARTICLE 5 - PERFORMANCE**

It is the intentions of the Town not to award a contract for this work under this or any other proposal if the bidder cannot furnish satisfactory evidence that he has the ability and experience to perform this class of work and that he has sufficient capital and equipment to enable him to prosecute the work successfully and to complete it within the time named in the contract.

Manufacturer's certificate of material compliance will be furnished to the Owner certifying conformance to the above material specifications.

All work done under this contract shall be in conformance with the Massachusetts Highway Department STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES dated 1988 and any subsequent supplements, MASSACHUSETTS STANDARD DETAILS dated June 2006, and these SPECIAL PROVISIONS.

#### **ARTICLE 6 - PROSECUTION OF WORK AND PROVISION FOR TRAVEL**

Prior to starting any work under this contract, the Contractor shall submit a schedule of operations in accordance with MHD Standard Specifications, Subsection 8.02. The Contractor shall so schedule his operations, to cause the least interruption to the normal flow of traffic.

The Contractor shall be responsible for any damages caused by the failure of any signs, barricades, or other safety devices. He shall also be responsible for any damage to the work itself, due to the failure of any traffic control device intended to protect construction items from the public.

It shall be the Contractor's responsibility to obtain any necessary permits in relation thereto. The Contractor is responsible for obtaining and keeping up to date Dig Safe numbers for the site. The Contractor is also responsible for all applicable Town permits necessary to perform the work.

Passage for traffic and pedestrians shall be made safe and convenient. Particular care shall be exercised to establish and maintain such methods and procedures as will not create hazards of an unusual nature.

#### **ARTICLE 7 - WORK SCHEDULE**

Work on this project is restricted to a normal eight (8) hour day, five (5) day week, with the prime contractor and all subcontractors working on the same shift. No work shall be performed on this contract on Saturdays, Sundays, or holidays. Work will not be allowed the day before or the day after a long weekend which involved a holiday without prior approval by the Town. Any proposed modifications to this work schedule must have prior approval of the Town.

The Contractor shall give notice to the Town at least forty-eight (48) hours in advance of beginning any work affecting the maintenance of the traffic.

It is the responsibility of the Contractor to arrange for police details for the protection of the public and the construction sites. Details can be arranged with the Town of Grafton Police Department by calling the detail officer at least one week in advance of any detail needs.

### **ARTICLE 8 - INSURANCE**

The contractor shall purchase and maintain such insurance as will protect both the owner and the contractor from claims which may arise under the Contract, including operations performed for the named insured by independent contractors and general inspection thereof by the named insured.

The limits of liability for coverage required under the preceding paragraph shall be in the following amounts:

Worker's Compensation – Statutory limit  
Comprehensive, General Liability (Bodily Injury) - \$1,000,000 per person/per accident.  
Property Damage - \$1,000,000

### **ARTICLE 9 - SUBSTITUTIONS**

Any item or material requested in these Specifications by brand name shall be provided by The Contractor unless the Contractor can provide another item of material equal to that named or described in said Specifications.

Any mention of a specific brand name, shall be interpreted in these Specifications as "Brand Name or Equal" whether stated in these Specifications or not.

The phrase, "Or Equal" shall be interpreted to mean in quality and integral properties and similar design. No substitutions for any item listed in these Specifications shall be accepted unless approved in writing by the Town of Grafton.

### **ARTICLE 10 - REGISTRATION OF OWNERSHIP**

All equipment shall be properly registered and insured in accordance with the Motor Vehicle Laws of the Commonwealth of Massachusetts. The successful bidder shall have proof of ownership or lease agreement for the equipment required to fulfill the contract

#### **Right to Reject Bids**

The Awarding Authority reserves the right to waive any information, to reject any or all bids and to accept that bid which is in the best interest of the Town of Grafton.

#### **Method of Award**

- A. The award of the contract will be made within forty-five (45) days, Saturdays, Sundays and Legal Holidays excluded, after the opening of the bids. The contractor will be sent a written notification of the award
- B. The award of the contract will be made to the contractor who submits the lowest responsible and eligible bid.
- C. If the contractor selected fails to execute a contract in accordance with the items of the bid, an award may be made to the contractor who submits the next lowest responsible and eligible bid.

## **Execution of Contracts**

The prepared contract forms and bond forms will be sent to the contractor, who shall execute and deliver the contract and furnish the required surety and insurance to the Town Administrator within ten (10) business days after presentation thereof in accordance with the bid; and shall furnish the executed contract, a payment bond which shall be in the sum of 100% of the contract price the premium of which is to be paid by the contractor and is included in the contract price. The surety company must be qualified to do business under the laws of the Commonwealth of Massachusetts and must be satisfactory to the Town. Attorneys-in-fact who sign bonds must file with the bond a certified and effectively dated copy of the Power of Attorney.

## **Labor:**

Regular work shall be done during normal working hours as defined in the Bid Package Specification. The contractor shall be aware of the prevailing wage rates and health and welfare contributions as set forth by the Massachusetts Prevailing Wage rates as determined by the commissioner of Labor and Industries under the provisions of M.G.L. chapter 149, sections 26 through 27D shall prevail on this project and of all applicable safety laws of the Commonwealth and the Federal Occupational Safety and Health Act.

## **Insurance:**

The contractor shall carry and maintain until acceptance of work such Worker's Compensation, Public Liability, Contingent Public Liability, Property Damage and Contingent Property Damage Insurance, as shall protect him and any sub-contractor performing work covered by this Contract from all claims and liability for damages for personal injury, including accidental death, and for property damage which may arise from operation under this Contract, whether such operations be by himself or by any sub-contractor or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall be as follows:

The contractor shall provide automobile liability insurance for hired and non-owned automobiles with the following limits:

Bodily Injury	\$1,000,000 (Combined Single Limit)
Property	\$1,000,000

All insurance coverage shall remain in effect throughout the term of this contract.

Certificate in duplicate of insurance coverage as detailed above, with policy numbers and dates of expiration, must be submitted with the signed Contract. Evidence of insurance certificates shall name Town as an additional insured and the premium is part of bid price.

## **Withholding of Payments:**

The Town may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any payment to such extent as may be necessary in its opinion to protect the Town from loss on account of:

- A. Defective work not remedied;
- B. Claims filed or reasonable evidence indicating probable filing of claims;
- C. Failure of the Contractor to make payments property to sub-contractors or fur material or labor;
- D. A reasonable doubt that the Contract can be completed for the balance then unpaid; and
- E. Damage to another Contractor.

Withholding of payments shall be in strict compliance with statutory Requirements.

**Sales Tax Exemption:**

The Town of Grafton is exempt from the State Sales Tax under the Sales Act, Chapter 14 of the Acts of 1966 and all amendments thereto. Grafton's Tax Exempt No. is 046-001-159. All purchases of supplies and materials in relation to this work are therefore exempt. This should be considered when pricing this project.

**Certifications**

All Bidders are required to submit the following:

- Certificate of Non-Collusion – ATTACHMENT A
- Certificate of Tax Compliance – ATTACHMENT B

**CERTIFICATION OF GOOD FAITH**

The undersigned certifies under pains and penalties of perjury that this contract has been obtained 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.

The Contractor by:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title/Authority

**CERTIFICATE OF STATE TAX COMPLIANCE**

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A

\_\_\_\_\_, authorized signatory for  
name of signatory

\_\_\_\_\_, whose  
name of contractor

principal place of business is at \_\_\_\_\_,

\_\_\_\_\_ does hereby certify under the pains and penalties of perjury that  
\_\_\_\_\_ has paid all

name of contractor

Massachusetts taxes and has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

DEPARTMENT OF PUBLIC WORKS  
TOWN OF GRAFTON  
SUPPLEMENTARY CONDITIONS AND SPECIFICATIONS FOR  
TRAFFIC PAVEMENT MARKINGS

- A. The General Conditions, Articles are a part of the contract.
- B. Materials supplied must meet The Commonwealth of Massachusetts, Department of Public Works Standard Specifications for Highway and Bridges (1995) and any subsequent supplements and amendments. hereinafter "Standard Specification", where applicable.
- C. Unless otherwise stated, prices shall be considered firm for the contract period.
- D. Materials Specifications and construction methods shall conform to the relevant provisions of the Standard Specifications for Highway and Bridges

**Specific Conditions**

- 1. Work to be performed during night hours unless otherwise approved by the Director of Public Works..
- 2. Traffic Cones to be used over fresh paint to keep traffic off the lines until dry.

**1. SCOPE OF WORK**

The Town is seeking the services of a contractor/bidder to provide **Traffic Pavement Markings** as outlined in the General Conditions and the Supplementary Conditions and Specifications to the Department of Public Works on various town roads for the period beginning July 1, 2016 and ending June 30, 2017.

The work covered by this section of the specification consists of furnishing all paint, labor, equipment and materials necessary to perform all operations in connection with the placement traffic pavement markings. All work is to be performed under the direction of the Director of Public Works or his designee

The contractor shall supply sufficient equipment for the placement of traffic pavement markings. Work shall commence on or about July of 2016 and be completed within seven (7) calendar days. Contract work shall start within five (5) business days from the date the Town issues a notice to commence work,

- 1. A contractor should list prices as **Traffic Pavement Markings** as specified on Bid Form.
- 2. A contractor shall verify, after completion of work, the exact quantities of Traffic Pavement Markings placed.
- 3. A contractor shall not establish any minimum order requirement.
- 4. Each contractor shall name a representative to handle service, billing, delivery and ordering problems.
- 5. No substitutes will be accepted unless the successful contractor received approval in writing from the Town.
- 6. Subject to prevailing wage rates as set by the Commonwealth of Mass. Department of Public Safety, General Laws Chapter 149, section 26 - 27H.

## **2. EQUIPMENT**

Equipment used in the performance of the work required by the specification of this contract shall be maintained in a satisfactory working condition at all times and shall be subject to the Town's inspection.

## **3. WORKMANSHIP**

All workmanship shall be of the highest quality. Any workmanship determined to be below the high standards of the specific craft involved will not be accepted, and will be corrected and/or replaced as required by the Director of Public works or his designee

## **4. INSPECTION**

The contractor/bidder shall submit to the Department daily worksheets indicating, location and the quantity of work completed. Town will inspect the work and if the work is deemed unsatisfactory, the contractor shall redo the pavement markings at no cost to the Town. In addition, the contractor shall be responsible to go back and clean any spilled paint on his route.

## **5. OBLIGATION OF THE CONTRACTOR**

The Contractor shall maintain the program as agreed upon, subject to severe weather conditions. The Contractor shall have sufficient backup equipment available to him in the event of breakdowns. The Contractor shall have a supervisor or foreman available to direct operations and report to the Director of Public Works or his designee any problems and progress.

The contractor shall declare that the contractor carefully examined the Bid specifications and that the contractor agrees to enter into a written contract with the Town to provide the labor and equipment in accordance with these specifications.

## **6. MEASUREMENT AND PAYMENT**

Measurement for this bid unit shall be per foot cost and shall be the actual number of linear feet of pavement markings placed on roadway surface. Payment shall be at the unit price bid in the proposal and shall be complete payment for the entire item including furnishing, preparation and placing of materials, labor and equipment to be used on this project.

Invoices submitted for payment must be accompanied by a daily worksheet indicating the date, location of work and type of pavement marking placed each day.

## **7. PAYMENT**

Monthly payments shall be made on requisitions submitted within fourteen (14) business days following the month during which the work was performed. Retainage of 5% shall be withheld until the work is completed. Release of all retainage shall be made within 60 days after final completion and upon acceptance of the work by the Town.

DEPARTMENT OF PUBLIC WORKS  
TOWN OF GRAFTON  
BID FORM FOR  
TRAFFIC PAVEMENT MARKINGS

This Bid is submitted in accordance with your invitation to bid for the contract work:

The proposed bid hereunder is to provide **Traffic Pavement Markings** services for the Town of Grafton in accordance with the specification of the bid documents

Estimated quantity/Bid price per linear feet:

250,000 linear feet of 4" Wide Centerline Painting \$ \_\_\_\_\_ per/LF \_\_\_\_\_ LF  
(In Words)

150,000 linear feet of 4" Wide Sideline Painting \$ \_\_\_\_\_ per/LF \_\_\_\_\_ LF  
(In Words)

The undersigned having examined carefully the Bid Specifications and Summary of Work, General Conditions, Supplemental Conditions and Specifications and the Bid Form, including all related bulletins and/or addenda promulgated, together with any and all other documents and or material found therewith, all of the foregoing collectively being referred to in this Bid, and having examined carefully and having become familiar by investigation with the various conditions which may affect the performance of the work, agrees to furnish all materials and labor in the Contract Document, to your complete satisfaction and acceptance.

COMMENTS: \_\_\_\_\_

Current Municipalities under Contract \_\_\_\_\_

\_\_\_\_\_  
SIGNED

\_\_\_\_\_  
DATE

\_\_\_\_\_  
COMPANY OR FIRM

\_\_\_\_\_  
TELEPHONE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY/STATE/ZIP

DEPARTMENT OF PUBLIC WORKS  
TOWN OF GRAFTON  
CERTIFICATE OF NON-COLLUSION FOR  
TRAFFIC PAVEMENT MARKINGS

The undersigned certifies under the 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.

Company: \_\_\_\_\_ Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_