BERKSHIRE REGIONAL GROUP PURCHASING
PROGRAM 2019-2020 (FY’20)

INVITATION FOR BIDS

HIGHWAY SUPPLIES & SERVICES

FY20-09– Bituminous Stone Seal

The Berkshire Regional Group Purchasing Program (BRGPP) will accept sealed bids on behalf of participating municipalities as part of the 2019-2020 Cooperative Highway Bid Program.

The sealed bids, plainly marked "FY20-09 Bituminous Stone Seal Bid” in the lower left corner of the envelope will be received by Matthew Dovell, MCPPO for the BRGPP, 1 Fenn Street Suite 201, Pittsfield, Ma 01201 until Tuesday, July 9, 2019 at 11:00AM, after which time they will be taken to the second floor where they will be publicly opened and read aloud. Specifications and instructions for all bids may be obtained through the above address or by emailing mdovell@berkshireplanning.org.

The BRPC is an Equal Opportunity/Affirmative Action Employer. Wage rates are subject to the minimum wage rates as per MGL Chapter 149, Sections 26 through 27 as applicable thereto. Chapters 30B and 30, 39M as adopted by the BRPC will also apply.

Only bidders who are prequalified by MassDOT in the requisite category of work will be allowed to bid. Contractors with questions about this should call the MassDOT Prequalification Hotline at 617-973-7636. Wage rates for this bid are subject to prevailing wage rates as per MGL Chapter 149, Section 26 - 27f inclusive. See rate schedule, attached.

This bid is being undertaken per MGL Ch 30 §39M requiring a 5% bid bond/deposit.

This bid requires a 1.5% administrative fee. The fee is based on price of the total contract award.

The Berkshire Region Group Purchasing Program, the awarding authority and the participating municipalities reserve the right to accept or reject any or all bids in total or in part, or waive any informality in the proposals as they deem in the best interest of the public.

Berkshire Regional Group Purchasing Program

Matthew Dovell MCPPO
GENERAL INSTRUCTIONS TO BIDDERS

1. All bids must contain a filled out signed BID FORM and also a properly executed Tax Compliance/Non-Collusion Form, Debarment Form and signed OSHA certification. All of this information can be found within the contents of the Invitation for Bid. Minor defects on a bid submittal may be waived by the BRGPP as long as the error or variation is not prejudicial or preferential to the other bidders and that it may be corrected without affect upon substantive elements of the bid such as, but not limited to, price, quality, payment terms or delivery schedule. Resolution will be determined by the Chief Procurement Officer.

2. Bids which are incomplete, not properly endorsed or signed, or otherwise contrary to instructions may be rejected as non-responsive by the BRGPP. Conditional bids will not be accepted. Any bid arriving after the time and date of bid opening will not be accepted.

3. As the Berkshire Regional Group Purchasing Program (BRGPP) and all participating towns are exempt from the payment of Federal Excise Taxes and Massachusetts Sales Tax, prices quoted herein are not to include these taxes.

4. A bidder will be held to the terms and the prices on the bid form for the duration of the contract period if a contract is signed by both parties within 40 days from bid opening.

5. The BRGPP and the joint Cooperative Purchasing participants reserve the right to reject any and all bids, in total or in part.

6. The contractor will be bound by all applicable statutory provisions of law of the Federal Government and the Commonwealth of Massachusetts.

7. The contractor will be required to indemnify and hold harmless the BRGPP for all damages to life and property that may occur due to contractor’s negligence or that of his/her employees, subcontractors, etc., during the contract.

8. If in the judgment of the BRGPP, any property is needlessly damaged by an act or omission of the contractor, the amount of damages will be deducted from money due the contractor or may be recovered from said contractor in legal action.

9. Any inferior or damaged product, as determined by the BRGPP, will be replaced at the total expense of the CONTRACTOR.

10. This bid will only be made available to participating towns. The awarded vendor(s) must get permission from the BRGPP before offering this bid pricing to any town not listed on the Bid Form. If the bid form requests a delivered price for a specific town, that quotation will be for use by that town only.

11. Any restrictions, qualifications, or deviations from specifications must appear either on the bid form or on an attachment thereto.

12. The Contract Agreement will be on file at BRPC. The contract will include but not be limited to all general and specific conditions contained in the Invitation for Bid, all changes, and the BID FORM submitted by the awarded bidder.
13. Bidders are encouraged to contact the individual Town Highway Superintendents prior to the bid to obtain more specific information about that town’s needs with respect to a particular bid.

14. A contract (or contracts) will be signed between the awarded bidder(s) and the BRGPP, acting on behalf of the participating towns. If a specific town is mentioned in the contract, that town will be bound by the conditions of the contract. If a town has an existing contract for the bid item, the existing contract shall take precedence.

15. Each municipality is responsible for payment of their own invoices. All awards are dependent on the municipalities receiving appropriate funding for the projects.

16. Once bids are opened, the BRGPP will forward the information to participants. Bids will be awarded based on the acceptance of the participating Towns.

17. The contract(s) resulting from this bid will be awarded to the lowest responsible and responsive bidder based upon bid price, past performance and reliability of the bidder, quality of product and/or service, and degree of exclusion, exemption, or restrictions on the bid form.

18. The BRGPP will in no way be responsible for the actions of the participating Towns. Payments of invoices will be made within 30 days upon receipt of invoice by each town which requested services.

19. The BRGPP will be available to answer any general questions about bid procedure, etc., but no question will be answered that in any way could give an unfair advantage to a bidder. All inquiries concerning this bid should be directed to:

   Matthew Dovell MCPPO
   BRGPP
   1 Fenn Street Suite 201
   Pittsfield, Ma 01201
   mdowell@berkshireplanning.org
   413-442-1521 Ext 12

20. Police or Flagging Detail is the responsibility of the municipality.

21. MassDOT prequalification is required to participate in this bid.

22. The BRGPP does not discriminate on the basis of disability with respect to admission to, access to, or operation of its programs, services or activities.

23. If this Contractor has not performed this work for the BRGPP in the past, the Contractor must submit with their bid a list of six (6) jobs which they have successfully completed, giving the name and address of the projects so that they may be referenced prior to the award of the contract.
24. All awards are dependent on the municipalities receiving funding for the projects.

25. Vendor agrees to file a quarterly report of the total amount of money spent by each participating entity under this contract. Each report shall be filed with the BRGPP and is due twenty-one (21) days following the end of each quarter.
FY20-09 BITUMINOUS STONE SEAL
INSTRUCTIONS

1. The period of this bid will be from July 1, 2019 to June 30, 2020.

2. The following Towns are participating in this bid: Monterey, Richmond, and Stockbridge.

3. An applied-in-place price will be available to the specific towns only. Each town is responsible for their own invoices.

4. The estimated volumes provided are for information purposes only. Actual orders may be more or less than estimated volumes.

5. Stone seal must meet the attached specifications. All work must be warranted for at least one year.

6. Scheduling, delivery, and specific in-place instructions will be arranged between the awarded bidder and each of the respective highway superintendents. Work is expected to be done during the normal work hours of each respective highway department and no overtime or weekend work should be scheduled unless authorized in writing by the Highway Superintendent in advance. All work should only be done under proper weather conditions. PROJECTS COMPLETED BEFORE MAY 15 OR AFTER SEPTEMBER 15 ARE UNDERTAKEN AT THE RISK OF THE BUYER. WARRANTEE NEEDS TO BE NEGOTIATED AND AGREED IN WRITING IF LATE/EARLY SEASON WORK IS UNDERTAKEN.

7. Contracts will be awarded by town. Therefore, multiple contracts may be awarded for this bid.

8. PRICE ADJUSTMENT FOR ASPHALT MIXTURES:

* A fluctuating price will be required for this bid, to allow for price adjustments based on the period price of asphalt by the MassDOT. This provision applies to all asphalt mixtures containing 100 tons or more of asphalt cement.

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

* The Period Price of asphalt cement for will be determined by the MassDOT monthly.

* The price adjustment, as herein provided, upwards and downwards, will be made using the most recent published period price at the time work is performed.

* The Price Adjustment will be a separate payment item, and only when the price varies more than 5%.
* To determine Asphalt Adjustment, use the sample guide below. The Base Price for this contract is from May 2019 MassDOT pricing at a cost of $547.50/ton for Liquid Asphalt Stone Seal:

**Old Work:** (Hypothetical) –

Current Price Asphalt ($547.5*) - Base Price ($640) = $-50*, (if more than 5% difference, continue....) divided by 238 (gallons of emulsion per ton) x .66 (amount of asphalt in one gallon of emulsion) x .40 (application rate of emulsion by the square yd.) = $-.06* SY adjustment

**New Work:** (Hypothetical) -

Current Price Asphalt ($547.5*) - Base Price ($640) = $-50*, (if more than 5% difference, continue....) divided by 238 (gallons of emulsion per ton) x .66 (amount of asphalt in one gallon of emulsion) x 1.25 (application rate of emulsion by the square yd.)= $-.17* SY adjustment

**Double Seal** (Hypothetical) -

Current Price Asphalt ($547.5*) - Base Price ($640) = $50* (if more than 5% difference, continue....), divided by 238 (gallons of emulsion per ton) x .66 (amount of asphalt in one gallon of emulsion) x .80 (application rate of emulsion by the square yd.)= $-.11* SY adjustment

*Current Price to be determined at the time of the product application

The Base Price is to be based on the Mass DOT May 2019 Price for Liquid Asphalt of $547.50 per ton. The Period Price shall be the Published Price on the day of application and may be the previous month’s price if the current month’s price is not yet published. (Example, work is completed on August 3 and the August price is not yet published, the July price will be the Period Price.)

9. **OSHA Certification is Required**

All contractors working on public works projects will be required to certify that ALL employees employed at the work site have successfully completed an OSHA approved course in construction safety at least 10 hours in duration. This law requires general contractors to have on file records of all employees OSHA 10-hour training and provide proof to the various agencies in charge of the work. This also applies to all subcontractors, hired trucks, and hired equipment with operators. Every bidder must certify that all persons who are employed by them for this bid are certified. Proof does not have to be submitted with this bid, but must be available upon request.
10. Contract execution will be conditioned upon producing:

   a. A Labor and Materials Payment Bond in the amount of 50% of the awarded contract, issued by a surety company licensed by the Massachusetts State Division of Insurance,

   b. An insurance certificate as outlined on the INSURANCE REQUIREMENTS page.

   Failure or refusal of the successful bidder to execute and deliver a Signed Contract, Workers Compensation Insurance Affidavit, Certificate of Insurance, and Labor and Materials Bond acceptable to the BRGPP within ten days after notice of contract award will result in the forfeiture of the Bid Bond as Liquidated Damages. The Contract will be awarded to the next lowest qualified bidder or the IFB re-advertised, as the BRGPP believes is in the best public interest.
FY20-09 BITUMINOUS STONE SEAL BID

Section 1

SPECIFICATIONS - OLD WORK, NEW WORK, and DOUBLE SEAL

1. DEFINITIONS

- The term **DIRECTOR** shall mean the Director (Superintendent) of Public Works of the municipality.

- The term **DESIGNEE** shall mean an employee of the municipality, designated by the Director

- The term **CONTRACTOR** shall mean a professional company contracted to perform work under this agreement.

2. DESCRIPTION

- **Old Work** under this contract shall consist of the contractor furnishing and applying liquid asphalt and stone on properly prepared bituminous streets.

- **New Work** under this contract shall consist of the contractor furnishing and applying three applications of stone and two applications of liquid asphalt on properly prepared streets.

- **Double Seal** shall consist of the contractor furnishing and applying two applications of stone and two applications of liquid on properly prepared streets.

Bid quantities are approximate only; payment shall be for actual quantities applied to streets. Streets to be stone sealed shall be selected by the Director or his/her Designee. See Section #4, Material Quantities, for specific detail on application rates.

3. MATERIALS

a. Liquid Asphalt

Liquid Asphalt grades shall be: CRS-2 (3% Latex), or HFRS-2 (3% Latex), RS-2 (3% Latex), HFMS-2 (3% Latex), or MC-3000 conforming to AASHTO specifications.

b. Latex Additive

The latex additive shall be SBR Latex. It is required that the latex be co-milled at the bulk emulsion facility, to ensure complete and balanced blending. The emulsion manufacturing plant must be open to inspection by the awarding authority.
c. Stone

Stone shall be crushed quarry stone, free from dust, soft stone or other contaminants, with a minimum of 70% of the stones having a fractured face. All stone shall satisfy a 30% maximum for the L.A. Abrasion Test and a 35% maximum for the Flakiness Index Test. The maximum amount passing the #200 sieve shall not exceed 2.0%, wet washed, for all sized aggregates used in surface treatments. For 3/8” stone only, the amount passing the #200 sieve shall not exceed 1.0%. If this requirement is not attained, the 3/8” stone shall be pretreated. The stone shall meet or exceed the specifications in the section M2.01.6 of the Mass Highway “Standard Specifications For Highways and Bridges” (1995) as supplemented Feb. 25, 2010 Page 5

d. Pretreated Stone

If required, 3/8” stone shall be treated with dilute CSS-1h or SS-1h asphalt emulsion at the rate of 1 to 2 gallons per ton of stone. The treatment process shall utilize a pugmill mixer to ensure uniform treatment of all stones.

If pretreated stone is delivered in advance of application, it must be covered to prevent treatment from being washed off the stone.

<table>
<thead>
<tr>
<th>Required Stone Gradations</th>
</tr>
</thead>
<tbody>
<tr>
<td>3/8&quot; STONE</td>
</tr>
<tr>
<td>Sieve Size</td>
</tr>
<tr>
<td>1/2&quot;</td>
</tr>
<tr>
<td>3/8&quot;</td>
</tr>
<tr>
<td>1/4&quot;</td>
</tr>
<tr>
<td>#4</td>
</tr>
<tr>
<td>#8</td>
</tr>
</tbody>
</table>

Maximum passing #200 sieve shall not exceed 1.0%, wet washed, for all sized stone used in surface treatments. If #200 sieve exceeds 1.0%, stone must be pretreated.

The stone must meet or exceed the specifications in section M2.01.6 of the MassHighway "Standard Specifications for Highways and Bridges” (1995) as supplemented Feb. 25, 2010 or current supplement thereto.

If pre-stone is delivered in advance of application, it must be covered to prevent treatment from being washed off the stones.

4. MATERIAL QUANTITIES

- **Old Work:** 1 asphalt / 1 stone

The quantity of asphalt material to be used on the Old Work application shall be in the range of 0.35 to 0.5 gallons per square yard. Cover stone shall be spread in the range of 20 to 30 pounds per square yard. Stone shall be applied in one layer of 3/8”.

• **Double Seal**, 2 asphalt / 2 stone

The quantity of asphalt material to be used shall be in the range of 0.6 to 0.85 gallons per square yard. Cover stone shall be spread in the range of 45 to 85 pounds per square yard. The first layer of stone shall be ½” and second layer shall be 3/8”.

• **New Work I**, 2 asphalt / 3 stone

The quantity of asphalt material to be used on the New Work application shall be in the range of 0.8 to 1.5 gallons per square yard. Cover stone shall be spread in the range of 90 to 110 pounds per square yard. *The first and second layers of stone shall be ½”, third layer shall be 3/8”*. If cutback is to be used, it should be applied in the range of 0.8 to 1.2 gallons per square yard. If emulsion is used, it should be applied in the range of 1.2 to 1.5 gallons per square yard.

• **New Work II**, 2 asphalt / 3 stone

The quantity of asphalt material to be used on the New Work application shall be in the range of 0.8 to 1.5 gallons per square yard. Cover stone shall be spread in the range of 90 to 110 pounds per square yard. *The first layer of stone shall be ¼”, the second layers of stone shall be ½”, third layer shall be 3/8”*. If cutback is to be used, it should be applied in the range of 0.8 to 1.2 gallons per square yard. If emulsion is used, it should be applied in the range of 1.2 to 1.5 gallons per square yard.

The Contractor will use lab tests to design specific material quantities to meet existing field conditions. Variation in material quantities will be made without adjustment to contract unit price.

5. **EQUIPMENT**

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

   a. Asphalt Distributor

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

The stone spreader shall be self-propelled and adjustable to control and accurately spread the specified size stone at the specified rate of application. The spreader shall be mounted on pneumatic tires, and shall apply the stone on the asphalt treated road surface in a manner that ensures that the tires do not contact the road surface until after the stone has been applied. The spreader shall be capable of spreading stone uniformly over its entire width at the specified rate, to a maximum width of not less than twelve feet, adjustable in six inch increments. The spreader shall be equipped with an integral hopper, with a minimum capacity of five tons of stone, which shall be filled by trucks in a manner which ensures that the truck tires never come into contact with the asphalt treated road surface until stone has been properly applied. The spreader shall be capable of accurately applying stone on any grade up to 0.6%.

c. Rollers

At least one rubber tire roller shall be used on each treated surface immediately after the stone has been applied on the Old Work. Double Seal shall be treated with either one rubber tire and one steel wheeled tire roller OR two treatments with rubber tire roller at the preference of the Town. New Work shall be treated with one rubber tire and one steel wheeled tire roller.

d. Trucks

“Live Bottom Trucks” or Dump Trucks of sufficient number and size shall be used to deliver stone to the spreader. A town with a specific need for so called “live bottom trucks” vs. dump trucks may specify so in their bid estimate and only award to a contractor who attests they will utilize that equipment for the work.

e. Loader

If stone is delivered to the town in advance of application, the vendor must provide their own loader to load the stone into the trucks. However, other arrangements could be agreed upon between the town and the vendor but if the town equipment is used, there must be compensation to the town. That compensation shall be made at the most current FEMA reimbursement rate.

6. CONSTRUCTION METHODS

a. Streets to be Treated

The Contractor and the Director shall mutually determine the streets which shall receive stone seal treatment. Measurements of streets to be treated shall be made by the Contractor and the Director or his/her Designee, and the Contractor shall prepare a cost estimate for each street prior to beginning work.
b. Surface Preparation

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

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

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

c. Weather Limitations

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

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

PROJECTS COMPLETED BEFORE MAY 15 OR AFTER SEPTEMBER 15 ARE UNDERTAKEN AT THE RISK OF THE BUYER. WARRANTEE NEEDS TO BE NEGOTIATED AND AGREED IN WRITING IF LATE/EARLY SEASON WORK IS UNDERTAKEN.

d. Spreading Asphalt and Stone

Prior to the application of asphalt material on any street, sufficient quantities of materials to cover the entire street at the specified rates shall be on the site and ready for application. The municipality shall be responsible for providing the Contractor with a stone storage area near the job site. The asphalt material shall not be applied more than 300 feet in advance of the self-propelled stone spreader. AT NO TIME SHALL ANY ASPHALT MATERIAL BE ON ANY ROAD SURFACE FOR MORE THAN FIFTEEN MINUTES BEFORE IT IS COVERED WITH STONE.

e. Rolling

Initial rolling shall be done immediately following the application of stone. Rollers shall be operated at a speed that will not displace stone.
f. Traffic Control

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

g. Surplus Stone

Surplus stone shall be swept off the road surfaces by the Highway Department, and shall be the property of the municipality. Excess stone in public areas such as parking lots where Contractor stored stone must be swept clean at the end of the project by the Contractor.

7. METHOD OF PAYMENT

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

8. GUARANTEE

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

9. PERFORMANCE

The awarding authority will not award this contract unless the Contractor furnished satisfactory evidence of their ability and experience to perform this work.

10. REFERENCES

If the contractor has not previously been awarded a contract from this cooperative bid, the contractor must submit a list of six similar and successfully completed jobs, whose relevance to the proposed jobs shall be deemed by the awarding authority. The name, address, and telephone number of a contact person involved with each of these projects must be included so they can be investigated prior to the award of the contract.
INSURANCE REQUIREMENTS

The Contractor shall at all times during the Contract maintain in full force and effect Employer's Liability, Worker's Compensation, Bodily Injury Liability and Property Damage, and General Liability Insurance, including contractual liability coverage. All insurance shall be by insurers and for policy limits acceptable to the BRGPP and before commencement of work hereunder the Contractor agrees to furnish the BRGPP certificates of insurance or other evidence satisfactory to the BRGPP to the effect that such insurance has been procured and is in force.

For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the minimum amounts specified below:

<table>
<thead>
<tr>
<th>COVERAGES</th>
<th>LIMITS OF LIABILITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Worker's Compensation</td>
<td>Statutory **</td>
</tr>
<tr>
<td>Employer's Liability</td>
<td>$1,000,000.00</td>
</tr>
<tr>
<td>Automobile Liability</td>
<td>$1,000,000.00 combined single limit for bodily injury and property damage</td>
</tr>
<tr>
<td>General Liability</td>
<td>$1,000,000.00 each occurrence</td>
</tr>
<tr>
<td></td>
<td>$3,000,000.00 aggregate</td>
</tr>
<tr>
<td>Excess Umbrella Liability</td>
<td>$4,000,000</td>
</tr>
</tbody>
</table>

** A “Workers Compensation Insurance Affidavit: General Business” as issued by the Massachusetts Department of Industrial Accidents will be required of the winning bidder(s) at contract signing. See http://www.mass.gov/lwd/docs/dia/forms/f-aff-general.pdf

The BRGPP and the participating towns shall be named as an additional insured under the liability and automobile insurance. The excess/umbrella liability insurance policy should contain a broad form general liability endorsement.
Checklist of Required Signed Submittals:

- Bid Form
- Bid Signature Page with Corporate Resolution or List of Partners if applicable
- Tax Compliance Form
- Non Collusion Form
- Debarment Form
- OSHA Statement
- 5% Bid Bond

ADDITIONAL REQUIREMENTS

The following requirements (if checked) will be applicable to this bid.

- ___ Prevailing wage rates set at the Massachusetts Department of Labor and Industries apply to this bid. Attached are the pertinent tables in effect for this work.

- ___ More than one contract may be awarded (by town) from this cooperative bid. A bidder may bid on any portion of this bid. A bid deposit (see above) must be submitted with this bid if the total bid amount for all towns exceeds $25,000.

- ___ A Labor and Material Payment Bond in the amount of 50% is required from the successful bidder(s).

- ___ An administrative fee of 1.5% based on the total contract price.

- ___ The bidder to whom a contract is awarded guarantees to the BRGPP and Participants all equipment, materials or workmanship for a period of one (1) year after inspection and acceptance and shall replace promptly any defective equipment, material or workmanship without additional cost to the Participants.
FY20-09 BITUMINOUS STONE SEAL

The following is a list of in-place applications that the participating Towns expect to purchase in FY’20 (2019-2020) if they receive funding. It is meant to aid bidders in their bid pricing.

<table>
<thead>
<tr>
<th>TOWN</th>
<th>ROAD</th>
<th>ITEMS/SERVICES</th>
<th>EST. AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monterey</td>
<td>Brett Rd</td>
<td>Old Work</td>
<td>5,600 Sq Yds</td>
</tr>
<tr>
<td>Monterey</td>
<td>Fairview Rd</td>
<td>New Work</td>
<td>7,000 Sq Yds</td>
</tr>
<tr>
<td>Monterey</td>
<td>Brett Rd</td>
<td>Double Seal</td>
<td>5,000 Sq Yds</td>
</tr>
<tr>
<td>Richmond</td>
<td>Osceola Rd</td>
<td>New Work</td>
<td>16,500 Sq Yds</td>
</tr>
<tr>
<td>Richmond</td>
<td>Colonial Acres &amp; Dublin Road Double Seal</td>
<td>35,333 Sq Yds</td>
<td></td>
</tr>
<tr>
<td>Stockbridge</td>
<td>Stone Hill, Old Tree Farm</td>
<td>Old Work</td>
<td>17,000 Sq Yds</td>
</tr>
</tbody>
</table>

Note: In all cases, the Highway Superintendents should be contacted for more specific information and sites should be visited before bidding to make sure that quantities are sufficient to complete the jobs as planned.
FY20-09 BITUMINOUS STONE SEAL
BID FORM

Period pricing applies. BASE PRICE=MassDOT MAY 2019 ASPHALT PRICE $547.50. PER TON

1. Bituminous Stone Seal Applied-In-Place [ALL AMOUNTS IN SQUARE YARDS--SY]

TOWN

Monterey
OLD WORK 5,600 SY [Price/SY $________]
NEW WORK 7,000 SY [Price/SY $________]
DOUBLE SEAL 5,000 SY [Price/SY $________]
Total Bid/Town $________

Richmond
NEW WORK 16,500 SY [Price/SY $________]
DOUBLE SEAL 35,333 [Price/SY $________]
Total Bid/Town $________

Stockbridge
OLD WORK 17,000 SY [Price/SY $________]
Total Bid/Town $________

TOTAL VALUE OF THE BID $____________

ADMINISTRATIVE FEE 1.5% $____________

If your bid is $25,000 or more you must include a 5% Bid Deposit.
I/We hereby agree to provide services for which we have provided pricing in accordance with the specifications in this bid.

Authorized Signature ________________________  Printed Name____________________

Company Name *
Postal Address ____________________________  Date ____________________________
_________________________________________  Email Address____________________
__________________________________________  Phone: __________________________

The Office of the Attorney General, Washington, DC, requires the following information on all bid proposals amounting to $1,000.00 or more:

_________________________ Federal Tax ID Number (this number is regularly used by companies when filing their “EMPLOYER’S FEDERAL TAX RETURN, U.S.” Treasury Department Form 941

* IF A CORPORATION, INCLUDE WITH YOUR BID A CORPORATE RESOLUTION LISTING ALL DULY AUTHORIZED SIGNERS ON BEHALF OF THE CORPORATION AND CHECK HERE ___

*IF A PARTNERSHIP, INCLUDE A LIST OF NAMES/ADDRESSES OF ALL PARTNERS AND CHECK HERE ___

*IF A PROPRIETORSHIP, COMPLETELY FILL OUT INFORMATION ABOVE ONLY AND CHECK HERE ___
TAX COMPLIANCE, NON-COLLUSION, DEBAREMENT, and OSHA forms

Any person or corporation that fails to date, sign with original signature, and submit the following statements as shown on the following four pages shall not be awarded this contract due to submission of an incomplete bid.
Tax Compliance Certification

Chapter 233 (Sections 35 & 36) of the Acts and Resolves of 1983 enacted the Revenue Enforcement and Protection Program effective July 1, 1983. One aspect of the law requires providers of good and/or services to attest under the penalty of perjury that he is in compliance with all laws of the Commonwealth relating to taxes.

Pursuant to M.G.L. Chapter 62C, Section 49A, I certify under the penalties of Perjury that I, to my best knowledge and belief, I am in compliance with all laws of the Commonwealth of Massachusetts relating to taxes, the filing of all state tax returns and paid all state taxes as required under the law, and as to the reporting of employees and contractors, and withholding and remitting for child support.

Corporate Name: ___________________________________________________________________

Social Security Number or Federal ID Number: ________________

Authorized Official’s Signature: ___________________________________________________________________

Typed or Printed Name of Signatory: ___________________________________________________________________

Title: ___________________________________________________________________

Date: ________________
Certificate of Non-Collusion

The undersigned certifies under penalties of perjury that this bid 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.

Date ____________________________

Authorized Official’s Signature

Typed or Printed Name of Person Signing

Company or Corporation

Name and Tel # of Person who will be filling out the Quarterly Reports
DEBARMENT STATEMENT

Any person or corporation that fails to date, sign with original signature, and submit the following statement shall not be awarded this contract.

Debarment (Chapter 550, Acts of 1991)

The undersigned certifies under penalties of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth of Massachusetts under the provisions of Section 29F of Chapter 29 of the General Laws, or any other applicable debarment provisions of any other Chapter of the General Laws, or any Rule or Regulation promulgated thereunder.

Date ______________

__________________________________
Authorized Official’s Signature

__________________________________
Typed or Printed Name of Person Signing

__________________________________
Company or Corporation
OSHA CERTIFICATION

I hereby certify that all of our employees who will be employed at the work site have successfully passed the OSHA approved 10-hour safety course, and we have proof on file. I also certify that I am able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work.

Date ______________________

__________________________________
Authorized Official’s Signature

__________________________________
Typed or Printed Name of Person Signing

__________________________________
Company or Corporation
# Highway Department Contacts

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<thead>
<tr>
<th>MUNICIPALITY</th>
<th>CONTACT</th>
<th>PHONE #</th>
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<tbody>
<tr>
<td>Adams</td>
<td>Tim Cota</td>
<td>413-743-8325</td>
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<tr>
<td>Alford</td>
<td>Monty Green</td>
<td>413-528-6327</td>
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<tr>
<td>Becket</td>
<td>Chris Bouchard</td>
<td>413-623-8988</td>
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<td>Cheshire</td>
<td>Blair Crane</td>
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<td>Clarksburg</td>
<td>Kyle Hurlbut</td>
<td>413-663-3451</td>
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<td>Dalton</td>
<td>John Roughly</td>
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<td>Egremont</td>
<td>Jim Noe</td>
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<td>Keith Lacasse</td>
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<td>Charles Loring</td>
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<td>Paul Markland</td>
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<td>Otis</td>
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<td>Justin Russell</td>
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<td>Pittsfield</td>
<td>Dan Ostrander</td>
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<td>Pete Beckwith</td>
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<td>Windsor</td>
<td>Dave Laviolette</td>
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