

TOWN OF PLYMOUTH
PROCUREMENT DIVISION
11 LINCOLN STREET
PLYMOUTH, MASSACHUSETTS 02360

BID #21501 PUBLIC WORKS MATERIALS

Issued: December 17, 2014
Due: January 5, 2015 at 11:00A.M.

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TOWN OF PLYMOUTH
11 Lincoln Street
Plymouth, Massachusetts 02360

December 17, 2014

INVITATION FOR BID 21501

A. INVITATION

Sealed bids are requested by the Town of Plymouth for Public Works Materials. The materials include, but is not limited to Gravel Borrow, Crushed Bank Gravel, Screened Loam, Ordinary Borrow, Impervious Soil Borrow, Processed Planting Material, Crushed Stone, Stone Dust, Rip Rap (dumped), Dense Grades Crushed Stone, Recycled Asphalt, Bituminous Concrete Type I-1, Cold Patch, Ready-Mix Concrete, Frames & Grates, Frames & Covers, Frames Risers, Concrete Blocks, Pre-cast Concrete 4' Sump, Drywell Concrete Blocks, HDPE Pipe, Leaching Basins, Leaching Galleys, Pre-cast Catch Basins, Manholes, Manhole Steps, Manhole Conseal, Traps, Reinforced Concrete Pipe, Eliminator Oil/Debris Trap. This bid includes the sites owned or managed by the Plymouth Housing Authority.

Bids are to be submitted by 11:00 a.m., Monday, January 5, 2015, at which time they will be publicly opened and read. Postmarks will not be considered. All bids must be sealed and made upon forms furnished by the Procurement Division. Bids submitted on any other form will not be accepted as valid bids. Envelopes should be clearly marked "Bid 21501, Public Works Materials."

Contract Period:

The agreement shall be for the period January 1, 2015, or as soon thereafter as the contract can be executed, through December 31, 2015. At the sole option of the Town, and subject to appropriation of funds, this agreement may be extended for the period January 1, 2016, through December 31, 2016.

Rule for Award:

The contract will be awarded to the responsive and responsible bidder offering the lowest price for each item.

Bid Surety: (N/A)

Pre-Bid Conference: (N/A)

MA Highway: (N/A)

DCAM Certification: (N/A)

Prevailing Wage Rates: (N/A)

Labor and Materials Bond: N/A

Performance Bond: N/A

Responsible Contractor Bylaw: N/A

GENERAL INFORMATION

A. GENERAL CONDITIONS

1. All bids shall be based on the quantities set forth in the Invitation for Bid. These quantities shall be used as a basis for comparison of the bid proposals. The quantities are based on the Town's best estimates of the work to be performed during the term of this Contract, the Town does not expressly or by implication agree that the actual amount of work will correspond herewith and the Town reserves the right to increase or decrease the amount of any class or portion of the work as it may deem necessary, without change of price per unit.
2. The Town of Plymouth reserves the right to reject all proposals, to waive technicalities, to advertise for new proposals and to split awards as may be deemed to be in the best interests of the Town. The contract or contracts will be awarded by the Town within thirty (30) business days after opening bids. The Town reserves the right to require samples of materials for inspection and testing.
3. All words, signatures and figures submitted on the bid shall be in ink. Proposals which are conditional, obscure or which contain additions not called for, erasures, alterations or irregularities, or any prices which contain abnormally high or low prices for any item, may be rejected as informal. More than one proposal from the same bidder will not be considered.
4. If the Invitation for Bid requires payment of prevailing wage rates, then this bid is subject to Section 39M of Chapter 30 and Sections 26 to 27G and Section 29 of Chapter 149 of the Massachusetts General Laws as amended, including but not limited to the following:

a. Prevailing Wage Rates

Prevailing wage rates as determined by the Commissioner of Labor and Industries must be paid on this contract. A copy of said rates is contained herein. Each Contractor and/or subcontractor shall preserve its payroll records for a period of three (3) years from this date of completion of the contract, and shall furnish to the Commissioner within fifteen (15) days a statement of compliance, a copy of which is enclosed herein. In addition, each contractor and/or subcontractor must submit a copy of their weekly payroll records to the Town Manager's Office on a weekly basis. A copy of the Weekly Payroll Report Form that is to be used in also included herein.

In addition, all bids must be accompanied by the bidder's certification regarding payment of prevailing wages in the form set forth in the bid form section of this document.

b. Performance Bond

If the Invitation for Bid requires a Construction Payment Bond, then it should be made payable to the Town of Plymouth, issued by a responsible surety company doing business in the Commonwealth of Massachusetts and presented prior to contract execution.

c. Payment Bond

If the Invitation for Bid requires a bond for payment by the Contractor and/or SubContractors for labor performed or furnished and material used or employed therein, then it should be made payable to the Town of Plymouth, issued by a responsible surety company doing business in the Commonwealth of Massachusetts, the premiums of which are to be paid by the Contractor and included in the bid price. The bond shall be presented prior to contract execution.

5. If the Invitation for Bid requires bid surety, this surety shall be in the form of a cashier's check, certified check, or bank treasurer's check payable to the Town of Plymouth or a bid bond from a licensed surety company doing business in Massachusetts. Failure to include this surety will result in the rejection of the bid. Such deposits will be returned to all except the three lowest responsible and responsive bidders within seven (7) days of bid award. The remaining checks will be returned after the Town and the successful bidder have executed the Contract. In case of default, the bid surety shall be forfeited to the Town.
6. The successful bidder shall comply with all applicable federal, state, and local laws and regulations.
7. The Town's policy on awarding bids to offerors with identical prices states: "When bids for goods and services are requested and received by the Town, the award is made to the lowest responsive and responsible bidder. If two or more bid prices are identical and all tied bidders are responsive and responsible, an award will be made according to the first of these three conditions to apply:
 - Past service to the Town; if one of the tied bidders has provided this or similar service in a satisfactory manner in the past, it will be awarded to that bidder;
 - A bidder based in Plymouth
 - Random selection - flip of a coin or drawing of more than two are tied."
8. Purchases made by the Town are exempt from taxes and bid prices must exclude any taxes. Tax exemption certificates will be furnished upon request.
9. Verbal orders are not binding on the Town and deliveries made or work done without formal Purchase Order or Contract are at the

risk of the Seller or Contractor and may result in an unenforceable claim.

10. "Equality" - An item equal to that named or described in the specifications of the contract may be furnished by the Contractor and the naming of any commercial name, trademark, item or manufacturer not mentioned by name or as limiting competition, but shall establish a standard of equality only. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design, (2) it will perform at least equally the function imposed by the general design for the work being contracted for or the material being purchased, and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications. The name and identification of all materials other than the one specifically named shall be submitted to the Town for approval, prior to purchase, use or fabrication of such items. Subject to the provisions of Section 39J of Chapter 30 of the Massachusetts General Laws, approval shall be at the sole discretion of the Town, shall be in writing to be effective, and the decision of the Town shall be final. The Town may require tests of all materials so submitted to establish quality standards at the Contractor's expense. All directions, specifications and recommendations by manufacturers for the installation, handling, storing, adjustment and operation of their equipment shall be complied with; responsibility for proper performance shall continue to rest with the Contractor.

For the use of material other than the one specified, the Contractor shall assume the cost of and responsibility for satisfactorily accomplishing all changes in the work as shown. If no manufacturer is named, the Contractor shall submit the product for intended use for approval of the Town.

Except as otherwise provided for by the provisions of Section 39J of Chapter 30 of the Massachusetts General Laws, the Contractor shall not have any right of appeal from the decision of the Town condemning any materials furnished if the Contractor fails to obtain the approval for substitution under this clause. If any substitution is more costly, the Contractor shall pay for such costs.

11. No charges will be allowed for packing, crating, freight, express, transportation, shipping or cartage. Delivery location shall be as specified in the Contract or on the Purchase Order.
12. The Contractor shall replace, repair or make good, without costs to the Town, defects or faults arising within one (1) year after date of acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.

13. The Contractor shall not discriminate against any person on the grounds of race, color, marital status, physical disability, age, sex, sexual orientation, religion, ancestry, or national origin in any manner prohibited by the laws of the United States, the Commonwealth, or the Town of Plymouth.
14. Due to the uncertainty of asphalt and fuel prices, Mass Highway uses special provisions on selected projects to make contract adjustments to the asphalt and fuel prices in effect at the time the work is performed. The Town of Plymouth will include this price adjustment provision in this bid and it shall be based on the formula and table as posted on the Mass Highway website.

B. EVALUATION CRITERIA

Award of this bid will be made to the bidder who offers the best price(s) and who is deemed to be both responsive and responsible. Determination of responsiveness and responsibility shall be based solely on the following criteria:

1. Bidders will be deemed responsive if they complete all required forms as included in the attached bid form package to the satisfaction of the Town.
2. Bidders will be deemed responsible if they have demonstrated ability to provide these materials to the Town in a timely fashion.

C. INSURANCE REQUIRMENTS

1. The Contractor shall maintain liability and property damage insurance, including medical liability insurance, sufficient to satisfy any and all claims arising out of the service rendered under this contract including but not limited to the following:

a. General Liability: \$1,000,000.00 per occurrence Bodily Injury liability, \$500,000.00 per occurrence Property Damage liability or a combined single limit of \$3,000,000.00 Annual Aggregate Limit.

b. Workers' Compensation Insurance for all its employees in accordance with Massachusetts General Laws.

The Contractor shall deposit with the Town evidence of such insurance upon signature of contract. All policies of insurance shall require a thirty (30) day notice of cancellation to the Town of Plymouth and the Town shall be designated as a co-insured on all such policies.

2. The Contractor shall, to the maximum extent permitted by law, indemnify and save harmless the Town of Plymouth, its officers, agents and employees from and against any and all damages, liabilities, actions, suits, proceedings, claims demands, losses, costs and expenses (including reasonable attorney's fees) that may

arise out of or in connection with the work being performed or to be performed by the Contractor, his employees, agents, sub-contractors or materialmen. The existence of insurance shall in no way limit the scope of this indemnification. The Contractor further agrees to reimburse the Town of Plymouth for damage to its property caused by the Contractor, his employees, agents, sub-contractors or materialmen, including damages caused by his, its or their use of faulty, defective or unsuitable material or equipment, unless the damage is caused by the Town of Plymouth's gross negligence or willful misconduct.

D. WITHDRAWAL OF BIDS

Except as hereinafter expressed provided, once a proposal is submitted and received by the town, the proposer agrees that he may not and will not withdraw it within thirty (30) calendar days after the actual date of the opening of proposals.

Upon proper written request and identification, proposals may be withdrawn only as follows:

- a. at any time prior to the designated time for the opening of proposals;
- b. provided the proposal has not been accepted by the town, at any time subsequent to thirty days following the actual date of proposal opening.

Unless a proposal is withdrawn as provided above, the proposer agrees that it shall be deemed open for acceptance until a contract has been executed by both sides or until the town notifies the proposer in writing that his proposal is rejected or that the town does not intend to accept it, or returns his bid surety. Notice of acceptance of a proposal shall not constitute rejection of any other proposal.

E. BID STATUS INFORMATION

Addenda We strongly suggest that you check for any addenda in advance of the bid deadline. If you received bid documents from the Town, by mail or in person, a copy of the addendum will automatically be forwarded to you. Any Addenda can also be found online at http://www.plymouth-ma.gov/public_documents/current_bids

Response summaries will be available over the Internet at www.plymouth-ma.gov. This summary information will be updated on the day of the bid opening. Bid results will not be provided over the phone.

Award notification will be mailed to all bidders. The award status can be viewed at www.plymouth-ma.gov.

F. MISCELLANEOUS ARTICLES

Please contact Pamela D. Hagler, Procurement Officer, at 508-747-1620 ext. 107, if you have any questions on the bidding process or Sid Kashi of the Engineering Division, at 508-747-1620 ext. 120, if you have questions regarding the project or the specifications.

AGREEMENT

This Agreement made this the **(date)** Day of **(month)**, 2015, by and between the Town of Plymouth, a municipal corporation having an office at 11 Lincoln Street, Plymouth, Plymouth County, Massachusetts, acting by and through its Town Manager, thereunto duly authorized, hereinafter referred to as TOWN, and **(legal vendor name)**, a **(state)** corporation, with an office at **(street and mailing addresses, if different)**, hereinafter referred to as CONTRACTOR.

The parties to this Agreement, in consideration of the mutual covenants and stipulations set out herein agree as follows:

1. The CONTRACTOR shall provide on an as needed basis: **(item)**, in accordance with the specifications and upon the terms of Bid 21501 and the prices as submitted by the CONTRACTOR.
2. Nothing in this Agreement shall preclude the TOWN from purchasing said services from other vendors should the CONTRACTOR fail to provide the Town with the specified services herein.
3. The Terms of this Agreement shall expire on December 31, 2015. At the sole option of the Town, and subject to appropriation of funds, this agreement may be extended for the period January 1, 2016, through December 31, 2016.
4. Incorporated by reference and specifically made a part of this Agreement are the terms and conditions contained in Invitation for Bid 21501, Specifications, Bid Form, and said bid of the CONTRACTOR.
5. This Agreement merges and supersedes all prior understandings, agreements, discussions and correspondence and sets forth the entire understanding of the parties. This Agreement is to be construed as a Massachusetts contract, and is to take effect as a sealed instrument. It shall be binding upon the respective heirs, devisees, executors, administrators, successors and assigns of the parties, and may be canceled, modified or amended only by a written instrument executed by both the CONTRACTOR and the TOWN. The CONTRACTOR may not assign this Agreement or any rights hereunder without the prior written consent of the TOWN and any such attempted assignment shall be void ab initio.
6. In no case shall the CONTRACTOR act, hold itself out as or permit anyone to consider it the employee of the TOWN. No agency shall be created between the CONTRACTOR and the TOWN as a result of the CONTRACTOR's performance of services hereunder and the relationship between the parties at all time shall be based on the CONTRACTOR being an independent contractor.
7. The CONTRACTOR acknowledges and agrees that it is responsible as an independent contractor for all operations under this Agreement and for all the acts of its agents and employees, and agrees that it will indemnify and hold harmless the TOWN, its officers, boards, committees

and employees from any and all loss, damage, cost, charge, expense and claim which may be made against it or them or to which it or they may be subject by reason of any alleged act, action, neglect, omission or default on the part of the CONTRACTOR or any of its agents or employees and will pay promptly on demand all reasonable costs and expenses of the investigation and defense thereof including attorney's fees and expenses. This indemnification is not limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR under the Worker's Compensation Act, Disability Benefits Act or other employee benefit act.

IN WITNESS WHEREOF, the parties hereto have duly affixed their hands and seals on the day and year first above written.

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CONTRACTUAL LIABILITY

To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify, and hold harmless OWNER and its consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of designers, architects, attorneys and other professionals and court and arbitration costs) arising out of or resulting from performance of the Work, provided that any such claim, damage, loss or expense(s) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

In any and all claims against OWNER or any of its consultants, agents or employees by any employee of CONTRACTOR, and subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any such subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts or other employee benefits acts.

Policies for General Liability, Automobile Liability, Workers' Compensation Insurance, and Umbrella Liability shall remain in effect during the one year correction period.

Such insurance as is herein certified applies to all operations of the insured in connection with, and necessary and incidental to, the work herein described at the locations stated.

It is hereby understood and agreed that the above policies will not be restrictively amended, materially changed nor canceled without 30 days advance notice by registered mail to OWNER.

Authorized Representative Signature
(Include Evidence of Authorization)

Address

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ATTACHMENT 1

SPECIFICATIONS

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ATTACHMENT 1
SPECIFICATIONS

ITEM 1	- GRAVEL BORROW	TON
ITEM 2a	- CRUSHED BANK GRAVEL - 3/4"	TON
ITEM 2b	- CRUSHED BANK GRAVEL - 1 1/2"	TON
ITEM 3	- SCREENED LOAM	TON
ITEM 4	- ORDINARY BORROW	TON
ITEM 5	- IMPERVIOUS SOIL BORROW	TON
ITEM 6	- PROCESSED PLANTING MATERIAL	TON
ITEM 7a	- CRUSHED STONE (DOUBLE WASHED) - 1/4"	TON
ITEM 7b	- CRUSHED STONE (DOUBLE WASHED) - 3/8"	TON
ITEM 7c	- CRUSHED STONE (DOUBLE WASHED) - 1/2"	TON
ITEM 7d	- CRUSHED STONE (DOUBLE WASHED) - 3/4"	TON
ITEM 7e	- CRUSHED STONE (DOUBLE WASHED) - 1 1/2"	TON
ITEM 7f	- CRUSHED STONE (DOUBLE WASHED) - 2"	TON
ITEM 7g	- CRUSHED STONE (DOUBLE WASHED) - 2 1/2"	TON
ITEM 7h	- RIP RAP - 6"-12"	TON
ITEM 7i	- Rip Rap - 12"-18"	TON
ITEM 7j	- STONE DUST	TON
ITEM 7k	- DENSE GRADED CRUSHED STONE	TON
ITEM 8	- RECYCLED ASPHALT	TON
ITEM 9a	- BITUMINOUS CONCRETE TYPE I-1 PICKED UP	TON
ITEM 9b	- BITUMINOUS CONCRETE TYPE I-1 BABY BINDER PICKED UP	TON
ITEM 9c	- COLD PATCH (ALL PURPOSE) PICKED UP	TON
ITEM 10a	- READY-MIX CONCRETE (3000 PSI)	CY
ITEM 10b	- Flowable Fill Type II (Non Excavatable)	CY
ITEM 10c	- Flowable Fill Type II (Excavatable)	CY
ITEM 10d	- Flowable Fill Type III (Fast Setting)	CY
ITEM 11a	- FRAME & GRATE 8" - 4 FLANGE	EA
ITEM 11b	- FRAME & GRATE 8" - 3 FLANGE	EA
ITEM 11c	- FRAME & GRATE 6" - 4 FLANGE	EA
ITEM 11d	- FRAME & GRATE 6" - 3 FLANGE	EA
ITEM 11e	- FRAME & GRATE 4" - 4 FLANGE	EA
ITEM 11f	- FRAME & GRATE 4" - 3 FLANGE	EA
ITEM 11g	- FRAME RISER 1"	EA
ITEM 11h	- FRAME RISER 1 1/2"	EA
ITEM 12a	- MANHOLE FRAME & COVER 8"	EA
ITEM 12b	- MANHOLE FRAME & COVER 6"	EA
ITEM 12c	- MANHOLE FRAME & COVER 4"	EA
ITEM 12d	- FRAME RISER RING 1"	EA
ITEM 12e	- FRAME RISER RING 1 1/2"	EA
ITEM 13a	- CONCRETE BLOCKS CATCH BASIN UNIT	EA
ITEM 13b	- CONCRETE BLOCKS 6x6 BARREL UNIT	EA
ITEM 13c	- CONCRETE BLOCKS ARCH UNIT	EA
ITEM 13d	- CONCRETE BLOCKS RING ROW SET	EA
ITEM 13e	- CONCRETE BLOCKS #4 PLATE SET	EA
ITEM 13f	- PRE-CAST CONCRETE 4' SUMP	EA
ITEM 14a	- DRYWELL CONCRETE BLOCKS	EA
ITEM 14b	- DRYWELL CONCRETE COVERS	EA
ITEM 15a	- PREFERATED HDPE PIPE - 8"	LF
ITEM 15b	- HDPE PIPE - 12"	LF
ITEM 15c	- HDPE PIPE - 15"	LF

ITEM 15d - HDPE PIPE - 18"	LF
ITEM 15e - HDPE PIPE - 24"	LF
ITEM 16a - HDPE Flared End Section - 12"	EA
ITEM 16b - HDPE Flared End Section - 15"	EA
ITEM 16c - HDPE Flared End Section - 18"	EA
ITEM 16d - HDPE Flared End Section - 24"	EA
ITEM 17a - Leaching Sleeve H20 6' Dia. x 3' Deep	EA
ITEM 17b - Leaching Sleeve H20 6' Dia. x 4' Deep	EA
ITEM 17c - Leaching Basin H20 6' Dia. Top	EA
ITEM 17d - Leaching Basin H20 8' Dia. x 3' Deep	EA
ITEM 17e - Leaching Sleeve H20 8' Dia. x 4' Deep	EA
ITEM 17f - Leaching Sleeve H20 8' Dia. Top	EA
ITEM 17g - Leaching Galley 4'x4' End or Middle	EA
ITEM 18 - Pre-cast Catch Basin H20 with Flat Top & 4' Sump	EA
ITEM 19a - Manhole H20 4' Dia. Floor	EA
ITEM 19b - Manhole H20 4' Dia. Flattop	EA
ITEM 19c - Manhole H20 4' Dia. Sidewall	EA
ITEM 19d - Manhole H20 5' Dia. Floor	EA
ITEM 19e - Manhole H20 5' Dia. Flattop	EA
ITEM 19f - Manhole H20 5' Dia. Sidewall	EA
ITEM 19g - Manhole Steps	EA
ITEM 19h - Manhole Conseal	EA
ITEM 20a - Reinforced Concrete Pipe Inlet Flared End - 12"	EA
ITEM 20b - Reinforced Concrete Pipe Inlet Flared End - 15"	EA
ITEM 20c - Reinforced Concrete Pipe Inlet Flared End - 18"	EA
ITEM 21a - Eliminator Oil/Debris Trap - 12"	EA
ITEM 21b - Eliminator Oil/Debris Trap - 15"	EA
ITEM 21c - Eliminator Oil/Debris Trap - 18"	EA

MATERIALS: All materials shall comply with the appropriate Section of the Commonwealth of Massachusetts Standard Specifications for Highways and Bridges. All materials furnished by the Contractor shall be subject to approval by the Engineer.

Gravel Borrow shall comply with Section 401 conforming to M1.03.0 Type b

Crushed Bank Gravel shall be washed and shall comply with Section 401 conforming to M1.03.1 and shall be either 3/4 inch or 1 1/2 inch.

Screened Loam shall comply with Section 751 conforming to M1.05.0

Ordinary Borrow shall comply with Section 150 conforming to M1.01.0

Impervious Soil Borrow shall comply with Section 760 conforming to M1.08.0

Processed Planting Material shall comply with Section 751 conforming to M1.06.1

Crushed Stone shall comply with Section 150 conforming to M2.01.0

Stone Dust shall be a product resulting from the crushing of Native Stone as required. The material shall be angular and shall meet the following gradation.

¾" Minus Aggregate Gradation	
Sieve Designation	Range of % Passing
3/8"	100%
No. 4	95-100
No. 8	75-80
No. 16	55-65
No. 30	40-50
No. 50	25-35
No. 100	20-25
No. 200	5-15

Rip Rap (dumped) shall comply with M2.02.2.

Dense Graded Crushed Stone shall comply with Section 402 conforming to M2.01.7

Recycled Asphalt shall comply with Section 403 conforming to M1.03.0 Type b

Bituminous Concrete Type I-1 shall comply with Section 460 conforming to M3.11.00 (Note: Bituminous Concrete used for top course shall contain no Reclaimed Asphalt Pavement) Bituminous concrete modified top "baby binder" shall be made available when requested. Batch plant shall be located within a thirty (30) mile radius of #159 Camelot Drive (DPW Highway Barn).

If funds under G.L. c. 90 are used to pay for any of the Work, a Price Adjustment clause for Hot Mix Asphalt Mixtures shall apply to the contract. (If such funds are not used, this provision shall not apply.) Municipalities are required to include price adjustment clauses for diesel fuel, gasoline, liquid asphalt, Portland cement concrete, structural steel and reinforcing steel in the bid documents of all construction contracts funded by the Massachusetts Chapter 90 Program.

This provision applies to all hot mix asphalt mixtures containing liquid asphalt.

The base price of liquid asphalt on the project will be a fixed price of \$620.00 per ton, which includes State Tax.

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

The Period Price for Hot Mix Asphalt for a two month period (FOB Terminal) will be determined and published by the Massachusetts Highway Department (www.mhd.state.ma.us) by averaging the prices posted at the beginning, middle, and end of each two month period by two or more suppliers.

The contract price of the hot mix asphalt mixture will be paid under the respective item in the contract. The price adjustment, as herein provided, upward and downward, will be made as work is performed, using the most recent previous price adjustment Item until the applicable Period Price is established.

The asphalt content for hot mix asphalt mixtures shall be 5.5% (0.055) by weight regardless of percentages established by the Job Mix Formula as described in Material Section M3.11.03 of the Standard Specification.

The price adjustment will be a separate payment item. It will be determined by multiplying the number of tons of hot mix asphalt placed during each previous two month period by asphalt content percentage (0.055) times the variance in price between base price and Period Price of asphalt.

No price adjustment will be allowed beyond the completion date of the contract, unless there is an approved extension of time by the municipality.

Cold Patch (all purpose) shall comply with overall specifications and materials of the latest specifications of the Massachusetts Department of Public Works. Contractor for materials to be picked up at plant shall be awarded only to bidder(s) whose plant location is within a reasonable distance from #159 Camelot Drive (DPW Highway Barn) to facilitate the pick-up of such materials.

Ready-Mix Concrete shall be 3000psi and shall comply with Section 901 conforming to M4.02.0

Frames & Grates shall be complying with AASHTO Designation: M306-04 (which requires material conformance to the requirements of ASSHTO M 105 Class 35B or ASTM A 48 Class 35B). Dimensions shall comply with LeBaron LF248-2 (8"), LF246 (6"), LF244 (4") or equivalent. In order to comply with Federal funding requirements the units shall be American made.

Frames & Covers shall comply with AASHTO Designation: M306-04 (which requires material conformance to the requirements of ASSHTO M 105 Class 35B or ASTM A 48 Class 35B). Dimensions shall comply with LeBaron LK110A or equivalent. In order to comply with Federal funding requirements the units shall be American made.

Frames Risers shall be subject to approval by Engineer.

Concrete Blocks shall comply with Section 201 conforming to M4.05.1

Pre-cast Concrete 4' Sump shall have a 48" inside diameter and a 6" flat surface at the top and shall comply with Section 201 conforming to M4.02.14

Drywell Concrete Blocks shall comply with Section 201 conforming to M4.05.1

HDPE Pipe, and HDPE Flared End Section shall be double walled and shall comply with Section 230 conforming to M5.03.10

Leaching Basins shall comply with Section 201 conforming to M4.02.14

Leaching Galleys shall comply with Section 201 conforming to M4.02.14

Pre-cast Catch Basins shall comply with Section 201 conforming to M4.02.14

Manholes shall comply with Section 201 conforming to M4.02.14

Manhole Steps shall LeBaron L 119 or equivalent.

Manhole Conseal shall comply with Section 201 conforming to M4.02.14

Reinforced Concrete Pipe shall comply with Section 230 conforming to M5.02.1

Traps shall be Eliminator or equivalent and shall comply with Section 230 conforming to M5.03.10

METHOD OF MEASUREMENT: Materials are to be paid for on the actual tonnage, number of cubic yards, number of linear feet, or number of units (each) as specified under the various items of the Contract.

Materials based on tonnage shall be determined by the use of weight slips. The Contractor shall submit a weight per cubic foot ratio for the material.

Concrete and Flowable Fill shall be based on cubic yards and shall be determined by the use of slips indicating the number of cubic yards.

Materials based on lengths shall be determined by the use of slips indicating the number of linear feet.

Number of units (each) shall be determined by the use of slips indicating the number of units.

ALL SLIPS MUST BE SIGNED - slips shall be countersigned by the Town's representative and no slips, not so countersigned, shall be included for payment under the Contract. Invoices shall include a list of all slips being billed.

BASIS OF PAYMENT: The Contractor will be paid the Contract Unit Price per "Ton" for "Gravel Borrow", "Crushed Bank Gravel", "Screened Loam", "Ordinary Borrow", "Impervious Soil Borrow", "Processed Planting Material", "Double Washed Crushed Stone 1/4\"", "Double Washed Crushed Stone 3/8\"", "Double Washed Crushed Stone 1/2\"", "Double Washed Crushed Stone 3/4\"", "Double Washed Crushed Stone 1-1/2\"", "Double Washed Crushed Stone 2\"", "Double Washed Crushed Stone 2-1/2\"", "Stone Dust", "Dense Graded Crushed Stone", "Rip Rap - 6"-12\"", "Rip Rap - 12"-18" " Recycled Asphalt", "Bituminous Concrete Type I-1", "Bituminous Concrete Type I-1 baby binder" and "Cold Patch - all purpose"

The Contractor will be paid the Contract Unit Price per "Cubic Yard" for "Ready-Mix Concrete" and "Flowable Fill".

The Contractor will be paid the Contract Unit Price per "Linear Feet" for "Perforated HDPE Pipe - 8\"", "HDPE Pipe - 12\"", "HDPE Pipe - 15\"", "HDPE Pipe - 18\"", "HDPE Pipe - 24\"", and per each for "HDPE Flared End Section - 12\"", "HDPE Flared End Section - 15\"", and "HDPE Flared End Section - 18".

The Contractor will be paid the Contract Unit Price per "Each" for "Frame & Grate 8" - 4 Flange", "Frame & Grate 8" - 3 Flange", "Frame & Grate 6" - 4 Flange", "Frame & Grate 6" - 3 Flange", "Frame & Grate 4" - 4 Flange", "Frame & Grate 4" - 3 Flange", "Frame Riser 1\"", "Frame Riser 1 1/2\"", "Manhole Frame & Cover 8\"", "Manhole Frame & Cover 6\"", "Manhole Frame & Cover 4\"", "Frame Riser Ring 1\"", "Frame Riser Ring 1 1/2\"", "Concrete Blocks Catch Basin Unit", "Concrete Blocks 6x6 Barrel Unit", "Concrete Blocks Arch Unit", "Concrete Blocks Ring Row Set", "Concrete Blocks #4 Plate Set", "Pre-cast Concrete 4' Sump", "Drywell Concrete Blocks", "Drywell Concrete Cover", "Leaching Basin H20 6' Dia.x3' Deep", "Leaching Basin H20 6' Dia.x4' Deep", "Leaching Basin H20 6' Dia.x Top", "Leaching Basin H20 8' Dia.x3' Deep", "Leaching Basin H20 8' Dia.x4' Deep", "Leaching Basin H20 8' Dia. Top", "Leaching Galley 4'x4' (End or Middle Unit)", "Precast Catch Basin H20 Flat Top 4' Sump", "Manhole H20 4' Dia. Floor", "Manhole H20 4' Dia. Flattop", "Manhole H20 4' Dia. Sidewall", "Manhole H20 5' Dia. Floor", "Manhole H20 5' Dia. Flattop", "Manhole H20 5' Dia. Sidewall", "Manhole Steps", "Manhole Conseqal", "Reinforced Concrete Pipe Inlet Flared End - 12\"", "Reinforced Concrete Pipe Inlet Flared End - 15\"", "Reinforced Concrete Pipe Inlet Flared End - 18\"", "Eliminator Trap - 12\"", "Eliminator Trap - 15\"", "Eliminator Trap - 18\"".

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ATTACHMENT 2

Precast Concrete Catch Basin Drawing

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NAME OF BIDDER

Bids must be submitted on the following table. Bids submitted on any other form will not be considered valid. Please return all following forms to:

Town of Plymouth
 ATTN: Procurement Officer
 Town Office Building
 11 Lincoln St
 Plymouth MA 02360

Bids must be received by 11:00a.m., Monday, January 5, 2015. Postmarks will not be considered. All bids will be publicly opened and read at the above address, date and time. Prices are to include any delivery charges unless otherwise specified. All offers are subject to Specifications 21501. This contract may be extended for up to thirty (30) calendar days at the request of the Town of Plymouth.

In compliance with the above, the undersigned offers and agrees, if this offer is accepted within thirty (30) business days from date of receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item and that said prices will be good for the period of the agreement.

PROVIDE THE FOLLOWING MATERIALS AT THE PRICES SPECIFIED:

ITEM NO	ITEM DESCRIPTION	QUANTITY	EST.	(DELIVERED)	(PICKED UP)
			UNIT	UNIT PRICE	UNIT PRICE
				DOLLARS/CENTS	DOLLARS/CENTS
1	Gravel Borrow		TON		
2a	Crushed Bank Gravel - 3/4"		TON		
2b	Crushed Bank Gravel - 1 1/2"		TON		
3	Screened Loam		TON		
4	Ordinary Borrow		TON		
5	Impervious Soil Borrow		TON		
6	Processed Planting Material		TON		
7a	Crushed Stone (DOUBLE Washed) - 1/4"		TON		
7b	Crushed Stone (DOUBLE Washed) - 3/8"		TON		

			EST.	(DELIVERED) UNIT PRICE	(PICKED UP) UNIT PRICE
7c	Crushed Stone (DOUBLE Washed) - 1/2"		TON		
7d	Crushed Stone (DOUBLE Washed) - 3/4"		TON		
7e	Crushed Stone (DOUBLE Washed) - 1 1/2"		TON		
7f	Crushed Stone (DOUBLE Washed) - 2"		TON		
7g	Crushed Stone (DOUBLE Washed) - 2 1/2"		TON		
7h	Rip Rap - 6" - 12"		TON		
7i	Rip Rap - 12" - 18"		TON		
7j	Stone Dust		TON		
7k	Dense Graded Crushed Stone		TON		
8	Recycled Asphalt		TON		
9a	Bituminous Concrete Type I-1 (Picked Up)		TON		
9b	Bituminous Concrete Type I-1 Baby Binder (Picked Up)		TON		
9c	Cold Patch - All Purpose (Picked Up)		TON		
10a	Ready-Mix Cement Concrete (3000 psi)		CY		
10b	Flowable Fill Type II (Non Excavatable)		CY		
10c	Flowable Fill Type II (Excavatable)		CY		
10d	Flowable Fill Type III (Fast Setting)		CY		
11a	Catch Basin Frame & Grate - 8" (4 Flange)		EA		
11b	Catch Basin Frame & Grate - 8" (3 Flange)		EA		
11c	Catch Basin Frame & Grate - 6" (4 Flange)		EA		
11d	Catch Basin Frame & Grate - 6" (3 Flange)		EA		
11e	Catch Basin Frame & Grate - 4" (4 Flange)		EA		
11f	Catch Basin Frame & Grate - 4" (3 Flange)		EA		
11g	Frame Grate Riser - 1"		EA		
11h	Frame Grate Riser - 1 1/2"		EA		

			EST.	(DELIVERED) UNIT PRICE	(PICKED UP) UNIT PRICE
12a	Manhole Frames and Covers - 8"		EA		
12b	Manhole Frames and Covers - 6"		EA		
12c	Manhole Frames and Covers - 4"		EA		
12d	Frame Cover Riser Ring - 1"		EA		
12e	Frame Cover Riser Ring - 1 1/2"		EA		
13a	Concrete Blocks - Catch Basin Unit		EA		
13b	Concrete Blocks - 6x6 Barrel Unit		EA		
13c	Concrete Blocks - Arch Unit		EA		
13d	Concrete Blocks - Ring Row Set		EA		
13e	Concrete Blocks - #4 Plates Set		EA		
13f	Pre-cast Concrete 4' Sump		EA		
14a	Drywell - Concrete Blocks		EA		
14b	Drywell - Concrete Cover		EA		
15a	HDPE Pipe - Perforated 8"		LF		
15b	HDPE Pipe - 12"		LF		
15c	HDPE Pipe - 15"		LF		
15d	HDPE Pipe - 18"		LF		
15e	HDPE Pipe - 24"		LF		
16a	HDPE Flared End Section - 12"		LF		
16b	HDPE Flared End Section - 15"		LF		
16c	HDPE Flared End Section - 18"		LF		
16d	HDPE Flared End Section - 24"		LF		
17a	Leaching Sleeve H20 - 6' Dia x 3' Deep		EA		
17b	Leaching Sleeve H20 - 6' Dia x 4' Deep		EA		
17c	Leaching Basin H20 - 6' top		EA		

			EST.	(DELIVERED) UNIT PRICE	(PICKED UP) UNIT PRICE
17d	Leaching Basin H20 - 8' Dia x 3' Deep		EA		
17e	Leaching Basin H20 - 8' Dia x 4' Deep		EA		
17f	Leaching Basin H20 - 8' top		EA		
17g	Leaching Galley - 4' x 4' End or Middle		EA		
18	Pre-cast Catch Basin H20 with Flat Top & 4' Sump		EA		
19a	Drain Manholes H20 - 4' Diameter Floor		EA		
19b	Drain Manholes H20 - 4' Diameter Flat Top		EA		
19c	Drain Manholes H20 - 4' Diameter Sidewall		EA		
19d	Drain Manholes H20 - 5' Diameter Floor		EA		
19e	Drain Manholes H20 - 5' Diameter Flat Top		EA		
19f	Drain Manholes H20 - 5' Diameter Sidewall		EA		
19g	Drain Manhole Steps		EA		
19h	Drain Manholes Conseal		EA		
20a	Reinforced Concrete Pipe Inlet Flared End - 12"		EA		
20b	Reinforced Concrete Pipe Inlet Flared End - 15"		EA		
20c	Reinforced Concrete Pipe Inlet Flared End - 18"		EA		
21a	Eliminator Oil/Debris Trap - 12"		EA		
21b	Eliminator Oil/Debris Trap - 15"		EA		
21c	Eliminator Oil/Debris Trap - 18"		EA		

The undersigned bidder hereby certifies:

Bidder has carefully read and examined all the documents herein referred to and knows and understands the terms and provisions therein.

No person in the employ of the Town of Plymouth has any pecuniary interest in this proposal or in the contract for the work, which is proposed.

The undersigned bidder hereby certifies, under the pains and penalties

of perjury, the following:

This bid in all respects is bonafide, fair, and made without collusion or fraud with any other person. As used in this paragraph, the word PERSON shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

The Contracting Party has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support in accordance with MGL Chapter 62C, Section 49A, Paragraph (b).

Please note any exceptions on separate contractor letterhead.

THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF ADDENDA # _____ *
*To be filled in by bidder if addenda are issued.

BIDDER _____

AUTHORIZED SIGNATURE

COUNTY _____

Printed Name and Title

PHONE _____

Date Offered

FAX _____

E-MAIL _____

STATE OF INCORPORATION _____

TAX I.D. NUMBER _____

DELEGATION OF AUTHORITY

At a meeting of the Board of Directors of the _____
(Name of Corporation)

_____ duly called and held on _____
(Date)

at which a quorum was present, and acting throughout, the following vote

was duly adopted: VOTED: That _____
(Name of Individual)

the _____ of the Corporation, hereby is authorized
(Title)

to affix the Corporate Seal, sign and deliver in the name and on behalf of the Corporation, bids, proposals, contracts, bills of sale, conditional sale agreements, chattel mortgages, leases, bonds, applications, affidavits, certificates, and any other similar documents required in connection with the sale of the Corporation's products to any purchaser, including assignments and satisfactions of any such documents.

Any and all applications, affidavits, statements, certificates, and similar documents required by law in connection with the licensing of the Corporation or its representatives for the sale, distribution, and servicing of its commercial products.

The authority is hereby delegated and shall be exercised by the aforesaid person in connection with the duties as

_____ of _____
(Title) (Name of Corporation)

and not otherwise.

ATTEST: _____ DATE: _____

NOTE: This form must be completed if the contractor is a corporation.