

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

BID 21600, FURNISH AND DELIVER NOURISHMENT MATERIAL

Issued: December 21, 2015
Due: January 6, 2016, at 11:00 a.m.

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TOWN OF PLYMOUTH
11 Lincoln Street
Plymouth, Massachusetts 02360

December 21, 2015

INVITATION FOR BID 21600

A. INVITATION

Sealed bids are requested by the Town of Plymouth to **furnish and deliver 9,975 tons of gravel/cobble mixed nourishment material.**

Specifications are available electronically online by registering at <http://www.plymouth-ma.gov/current-bids>

Bids are to be submitted by 11:00 a.m. (local time), Wednesday, January 6, 2016, 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 21600, Nourishment Material".

All bids are subject to the provisions of M.G.L. Chapter 30, §39M, as revised, and these bid and contract documents.

Contract Period

The agreement shall be for the period January 11, 2016, through April 15, 2016.

Rule for Award:

The contract will be awarded to the responsive, responsible and eligible bidder offering the lowest bid price.

Bid Deposit:

Bid deposit is required in the amount of five percent (5%) of the total amount of the bid, including any and all alternates. Such bid deposit shall be in the form of a Cashier's, Certified, or Bank Treasurer's check payable to the Town of Plymouth or a bid bond from a licensed surety company qualified to do business in the Commonwealth of Massachusetts and satisfactory to the Town. All bid deposits except for those of the three lowest responsible and eligible bidders shall be returned within seven days of contract award. The remaining bid deposits will be returned upon execution of a contract and presentment of all bonds by the successful low bidder.

Pre-Bid Conference: N/A

MASS DOT Prequalification: N/A

Prevailing Wage Rates: N/A

Labor and Materials Bond:

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 the requirement for a payment bond. The successful bidder must furnish a bond in an amount of Fifty Percent (50%) of the total contract price for payment of labor performed or furnished and material used or employed therein, payable to the Town of Plymouth, issued by a responsible surety company qualified to do business in the Commonwealth of Massachusetts and satisfactory to the Town, the premiums of which are to be paid by the Contractor and included in the bid price.

Performance Bond: N/A

GENERAL INFORMATION

A. GENERAL CONDITIONS

1. All bids shall be based on the quantities set forth in the Bid Form. These quantities shall be used as a basis for comparison of the bids. The quantities are based on estimates of the work to be performed during the term of this Contract; however, the Town does not expressly or by implication agree or warrant that the actual amount of work will correspond with such estimates 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, which unit prices shall be used for increases and decreases (credits) for adjustments in the quantity of work required.

2. The Town of Plymouth reserves the right to reject all bids, to waive informalities, to advertise for new bids and, if the Invitation for Bids states that more than one (1) contract may be awarded, 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. Bids 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. More than one bid from the same bidder will not be considered.

4. If the Invitation for Bid requires payment of prevailing wage rates or submission of performance or payment bonds, 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 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 Owner within fifteen (15) days of completion of its portion of the work 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.

Prevailing wage rates will be updated annually; however, the

contractor shall not be entitled to any additional compensation on account of any adjustments in such rates.

b. Performance Bond

The successful bidder must furnish a Construction Performance Bond, in the amount specified, payable to the Town of Plymouth, issued by a responsible surety company qualified to do business in the Commonwealth of Massachusetts and satisfactory to the Town, the premiums of which are to be paid by the Contractor and included in the bid price.

c. Payment Bond

The successful bidder must furnish a bond for payment of labor performed or furnished and material used or employed therein, in the amount specified, payable to the Town of Plymouth, issued by a responsible surety company qualified to do business in the Commonwealth of Massachusetts and satisfactory to the Town, the premiums of which are to be paid by the Contractor and included in the bid price.

5. If the Invitation for Bid requires bid surety, each bid shall be accompanied by a bid deposit in the amount of five (5) percent of the total bid price, including any alternates.

Such bid deposit 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 qualified to do business in Massachusetts and satisfactory to the Town. Failure to include this bid deposit will result in the rejection of the bid. Such deposits will be returned to all except the three lowest responsible and eligible bidders within seven (7) days of contract award. The remaining bid deposits will be returned after the Town and the successful bidder have executed the Contract and such bidder has furnished all required bonds. In case of default, the bid deposit 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 bidders 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:

- a. 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;

b. A bidder based in Plymouth;

c. Random selection - flip of a coin or drawing of more than two are tied."

Each bidder, by submitting a bid, agrees to the above policy and its use in the event of a tie.

8. Purchases made by the Town are exempt from sales taxes and bid prices must exclude any such taxes. Tax exemption certificates will be furnished upon request.

9. Oral 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. "Equal" - 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, if and only if "or equal" is so noted. 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 or as necessary. 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. In addition to any other rights, remedies, and warranties available to the Town: The Contractor warrants that its work shall be free of defects in materials and workmanship for a period of one year from the date of final completion/acceptance, and shall replace, repair or make good, without costs to the Town, defects or faults arising within such one (1) year period.

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 any manner prohibited by the laws of the United States, the Commonwealth, or the Town of Plymouth.

14. 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 based on the date of bid opening 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 (2) month period {FOB Terminal) will be determined and published by the Massachusetts Department of Transportation (MassDOT) (<http://www.massdot.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.

B. CONTRACT AWARD

Award of this bid will be made to the bidder who offers the lowest price(s) and who is deemed responsive, responsible and eligible. Determination of responsiveness and responsibility and eligibility 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. A bidder will be deemed responsible and eligible if:

- (1) its bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work;
- (2) it shall certify, that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work;
- (3) it shall also certify that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee;
- (4) where the provisions of Section 8B of Chapter 81 apply, the bidder shall have been determined to be qualified thereunder; and

- (5) it obtains within 10 days of the notification of contract award the security by bond required under Section 29 of Chapter 149;
- (6) it provides evidence of ability to haul specified amount of material in winter conditions;
- (7) it provides three (3) recent references of ability to deliver material within specified timeframe. References shall include name and contact information.

C. INSURANCE REQUIREMENTS

1. The Contractor shall carry and continuously maintain until completion of the Contract, insurance as specified below and in such form as shall protect him performing work covered by this Contract, or the Town of Plymouth and its employees, agents and officials, from all claims an liability for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this Contract. The Contractor covenants and agrees to hold the Town and its employees, agents and officials harmless from loss or damage due to claims for personal injury and/or property damage arising from, or in connection with operations under this Contract.
2. Except as otherwise stated, the amounts of such insurance shall be for each policy, not less than:
 - a. General Liability of at least \$1,000,000 Bodily Injury and Property Damage Liability, Combined Single Limit with \$3,000,000 Annual Aggregate Limit. **The Town shall be named as an "Additional Insured"**. Products and Completed Operations should be maintained for up to 3 years after the completion of the project.
 - b. Automobile Liability of at least \$1,000,000 Bodily Injury and Property Damage per accident. **The Town shall be named as an "Additional Insured"**.
 - c. Workers' Compensation Insurance as required by law.
 - d. Property Coverage for materials and supplies being transported by the contractor as the Town's Property Contract provides coverage for personal property within 1,000 feet of the premises.
 - e. Umbrella Liability of at least \$3,000,000/ occurrence, \$3,000,000/ aggregate. **The Town and Engineer shall be named**

as an "Additional Insured".

3. All policies shall be so written that the Owner will be notified of cancellation or restrictive amendment at least fifteen (15) days prior to the effective date of such cancellation or amendment. A certificate from the Contractor's Insurance Carrier showing at least the coverage and limits of liability specified above and expiration date shall be filed with the Owner before operations are begun.

4. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Contract and shall state that such insurance is required by this Contract. The Contractor shall make no claims against the Town of Plymouth or its officers for any injury to any of his officers or employees or for damage to its trucks or equipment arising out of work contemplated by this Contract.

5. 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 material men, 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 bid is submitted and received by the Town, the bidder agrees that he may not and will not withdraw it within thirty (30) days (Saturdays, Sundays, and legal holidays excluded) after the actual date of the opening of proposals.

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

1. at any time prior to the designated time for the opening of proposals;
2. after the designated time for the opening of bids, a bid may be withdrawn only after a contract has been signed by the successful general bidder and Owner and such bidder has furnished all required bonds. Otherwise, a bidder withdrawing its bid after such designated time shall forfeit its bid deposit.

Unless a bid is withdrawn as provided above, the bidder agrees that its bid shall be deemed open for acceptance until a contract has been executed with the low bidder and such bidder has furnished all required bonds, or until the town notifies the bidder in writing that his bid is rejected or that the town does not intend to accept it, or returns his bid deposit. Notice of acceptance of a bid shall not constitute rejection of any other bid.

E. BID STATUS INFORMATION

Addenda: If you received proposal documents from the Town and provided the Town with an accurate email address and fax number for delivery of addenda, the Town intends to deliver notification of each addendum to you at such address or fax number, but the Town shall not be responsible for any failure of a bidder to receive any addenda for any reason. All addenda will be available on the Town's website at <http://www.plymouth-ma.gov/current-bids>.

Notwithstanding the foregoing, bidders are solely responsible to check for and confirm their receipt of any addenda in advance of the bid deadline.

A register of Proposals, when available, will be available on the Town's website at <http://www.plymouth-ma.gov/current-bids/pages/bid-results>.

Notification of award of contract will be mailed to all bidders and/or posted on the Town's website.

F. BID QUESTIONS

Please contact Pamela D. Hagler, Procurement Officer, at 508-747-162 0 ext. 107, if you have any questions on the bid process. Questions regarding the project or the specifications must be submitted in writing and faxed to 508-830-4133 or emailed to phagler@townhall.plymouth.ma.us.

At the discretion of the Town, questions will be answered by written addenda. Bidders may not rely upon oral responses to questions, and may rely solely upon written addenda, if any.

SPECIAL CONDITIONS

EQUIPMENT:

The contractor shall furnish equipment which will be effective, appropriate and large enough to secure a satisfactory quality of work and a rate of progress which will ensure the completion of the work within the time stipulated in the bid form. If at any time such equipment appears to the town to be inefficient, inappropriate or insufficient for securing the quality of work required or for producing the rate of progress aforesaid, he/she may order the contractor to increase the efficiency, change the character or increase the equipment, and the contractor shall conform to such order. The giving or failure to give such order by the town shall in no way relieve the contractor of his/her obligations to secure the quality of the work and rate of progress required.

WORK HOURS:

Normal work hours will mean up to five (5) 8-hour days, Monday through Friday. In order to work hours not within this span for the contractor's benefit, he/she shall request a written authorization to be approved by the town. For work outside the normal day, work on Saturdays, Sundays, or legal holidays, if any work beyond the normal day is to be performed, the contractor will receive no extra payment, and compensation for such work shall be considered as having been included in the prices as stipulated for the appropriate items of work as listed in the bid.

APPROVAL OF MATERIALS:

Only new materials and equipment shall be incorporated in the work. All materials and equipment furnished by the contractor shall be subject to the inspection and approval of the town, provided that any approval or lack of approval shall not relieve contractor of its obligations hereunder. No materials shall be delivered to the work site without prior approval of the town.

The contractor shall submit data and samples sufficiently early to permit consideration and approval before materials are necessary for incorporation in the work. Any delay of approval resulting from the contractor's failure to submit samples or data promptly shall not be used as a basis of a claim against the town.

SUBSTITUTES OF APPROVED "OR-EQUAL" ITEMS:

Whenever materials or equipment are specified or described in the contract documents by using the name of a proprietary item or the name of a particular supplier the naming of the item is intended to establish the type, function and quality required. Materials or equipment of other suppliers may be accepted by the town if sufficient

information, as determined by the town, is submitted by contractor to allow town to determine that the material or equipment proposed is (1) at least equal in quality, durability, appearance, strength and design to the material or equipment named, (2) it will perform at least equally the function imposed by the general design for the work being Contracted for or the equipment or material being purchased, and (3) it conforms substantially, even with deviations, to the detailed requirements for the equipment or material in the specifications. The procedure for review by town will include the following: requests for review of substitute items of material and equipment will not be accepted by town from anyone other than contractor. If contractor wishes to furnish or use a substitute item of material or requirement, contractor shall make written application to town for acceptance thereof certifying that the proposed substitute satisfies the criteria stated above. The application will certify that the evaluation and acceptance of the proposed substitute will not delay contractor's achievement of substantial completion within the time stated in the contract documents, and must state whether or not acceptance of the substitute for use in the work will require a change in any of the contract documents, and whether or not incorporation or use of the substitute in connection with the work is subject to payment of any license fee or royalty. If the application is silent on such matters, the bidder, by submitting an application, will be deemed to have so certified, and to have stated that no change in the contract documents is necessary and no license fees or royalty payments are required.

All variations of the proposed substitute from that specified must be identified by contractor in the application together with available maintenance, repair and replacement service for the substitute item. Contractor shall be responsible for the costs of any necessary redesign and claims of other contractors resulting from the proposed substitute. Town may require contractor to furnish at contractor's expense additional data about the proposed substitute.

If a specific means, method, technique, sequence or procedure of construction is expressly required by the contract documents, the contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to town, if contractor submits sufficient information to allow town to determine that the substitute proposed is equivalent to that indicated or required by the contract documents. The procedure for review by town will be similar to that stated previously. Notwithstanding any acceptance of the town and unless otherwise expressly agreed in writing by the town, contractor shall be responsible for all damages, losses, costs, expenses, and claims arising out of the substitute means, method, sequence, technique or procedure.

Town will be allowed a reasonable time within which to evaluate each proposed substitute. Town will be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without town's prior written acceptance, which will be evidenced by either a change

order or an approved shop drawing. Town may require contractor to furnish at contractor's expense a special performance guarantee or other surety with respect to any substitute.

Town will record time required by town and town's consultants in evaluating substitutions proposed by contractor and in making changes in the contract documents occasioned thereby. Whether or not town accepts a proposed substitute, the contractor shall reimburse town for the charges of town's consultants for evaluating each proposed substitute, and shall, unless otherwise expressly agreed in writing by the town, be responsible for all damages, losses, costs, expenses, and claims arising out of the use of the proposed substitute item, equipment, material, means, method, sequence, technique or procedure.

SAFETY CONTROL:

The contractor shall provide and maintain all required safety equipment such as barricades, detour barriers and signs, lights, walkways, fences, fire prevention equipment. If at any time before the commencement or during the progress of the work, or any part of it, such methods and procedures as used appear to the town as unsafe, insufficient or improper, the town shall have the right, but under no circumstances the obligation, to order the contractor to increase their safety of efficiency or to improve their character, and the contractor shall conform to such orders. The giving or failure of the town to give such order to increase of such safety, efficiency, adequacy or any improvements shall not release the contractor from his/her obligation to secure the safe conduct and quality of work specified and for all damages, injuries, losses, costs and expenses arising from any failure of contractor to comply with that obligation.

OCCUPATIONAL SAFETY AND HEALTH ACT:

The contractor's particular attention is called to the rules and regulations included in public law 91-596, known as the "occupational safety and health act of 1970" (osha), as same may be amended, supplemented or superseded.

MAINTENANCE OF TRAFFIC:

The contractor shall be responsible for the maintenance of traffic with the maximum of safety and practicable convenience to such traffic during the life of the contract whether or not work thereon has been suspended temporarily. The work shall be carried on in such a manner as to provide safe passage at all times for public travel and with least obstruction to traffic.

The convenience of the general public and of the residents along and adjacent to the work shall be provided for in an adequate and satisfactory manner.

Portable barrier fences with appropriate signs shall be used for safety control in establishing traffic patterns (detours, etc.). These portable barrier fences shall meet the approval of the director of public works or his/her designee.

Roadways, driveways and foot paths closed to traffic, shall be protected by suitable barricades and warning signs, and the contractor shall provide and maintain adequate lights and illumination. Therefore, he/she shall be held responsible for all damage to the work due to any failure of signs and barricades to protect the work properly from traffic, pedestrians, animal or other causes.

POLICE DETAIL:

The contractor shall coordinate with the Plymouth Police Department the number of traffic police required in either the appropriate traffic management plan (tmp) template (see massdot's website at <http://www.massdot.state.ma.us/highway/main.aspx>) or deemed necessary for the direction and control of traffic within the site:

The contractor' shall submit the requested and signed police detail schedule as called in and arranged directly with the police department on a weekly basis. Police details will be paid directly by the town. The contractor shall be responsible for scheduling and canceling police details if not needed. It is the contractor's responsibility to cancel a detail(s) at a minimum of four hours in advance of the start of the shift if conditions so warrant. Police details not cancelled in time shall be paid for by the contractor.

RESTORATION (WORK IN IMPROVED PROPERTY AREAS):

The contractor, at his/her own expense, shall care for, replace, and restore any public and private property (e.g., shrubs, hedges, trees, public or private ways, sewer drain, water or other pipes, catch basins, wires, building, fences, posts, poles, mailboxes, stone walls or other structures) damaged by his/her work, equipment, or employees, to a condition at least equal to that existing immediately prior to the beginning of operations or, if better, to good condition, and to the satisfaction of the town.

The contractor shall also restore, at its cost, to original condition, and to the satisfaction of the town, any lawn or other planted area interfered with, including fertilizing, loaming, and seeding as required.

Suitable materials, equipment and methods shall be used for such restoration.

TELEPHONE NUMBERS:

The telephone numbers of the following departments of the town of

Plymouth are

POLICE	508-830-4220 (BUSINESS)
FIRE	508-830-4213 (BUSINESS)
HIGHWAY	508-830-4162, EXT. 101
WATER	508-830-4162, EXT. 138
ENGINEERING	508-747-1620, EXT. 120
SEWER	508-830-4159
DIRECTOR OF PUBLIC WORKS	508-830-4162, EXT. 105

Town office building hours: M - F 7:30 a.m. to 4:00 p.m.

LEGAL REQUIREMENTS:

The contractor shall keep him/herself fully informed of, and comply with, all laws, ordinances and regulations of the federal, state and municipal governments, which may be in force during the life of the contract, and in any manner affecting his/her employees or the conduct of the work of materials used on said work.

PERSONAL SUPERVISION BY CONTRACTOR:

The contractor or his/her duly authorized and approved representative shall give personal attention to the fulfillment of the contract. The contractor shall have on the work site, at all times, a competent full-time representative authorized to receive and execute any orders of direction of the town. The representative shall also be authorized to accept, on behalf of contractor, any notices given to the contractor under the provisions of the contract.

CLEANUP:

During the course of the work, the contractor shall keep the site of his/her operations in as clean and neat a condition as is possible. He/she shall dispose of all residue resulting from the construction work on a daily basis and, at the conclusion of the work, he/she shall remove and haul away structures, and other refuse remaining from the construction operations, and shall leave the entire site of the work in a neat and orderly condition.

OWNER/CONTRACTOR AGREEMENT

This Agreement made this the Eleventh Day of January, 2016, 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 (Vendor), a (state) corporation, with an office at (address), 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 supply and deliver the gravel/cobble mixed nourishment material, in accordance with the specifications and upon the terms of Bid 21600 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 **April 15, 2016**.
4. Incorporated by reference and specifically made a part of this Agreement are the terms and conditions contained in Invitation for Bid 21600, 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 workers¹ 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

BID FORM

NAME OF BIDDER

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

Town of Plymouth
ATTN: Procurement Division
Town Office Building
11 Lincoln Street
Plymouth, MA 02360

Bids must be received by 11:00 a.m., Wednesday, January 6, 2016. Postmarks will not be considered. All bids will be publicly opened and read at the above address, date and time. All offers are subject to Bid 21600 Documents.

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 perform the herein described work for the prices offered opposite each item and that said prices will be good for the period of one year.

The undersigned bidder hereby certifies:

Bidder agrees that if this bid is accepted he/she will contract with the Owner, as provided for in the bid/contract documents, and that he/she will perform all the work and furnish all bonds, the material and equipment and provide all labor, services, plant, machinery, apparatus, appliances, tools, supplies, and all other things required by the documents in the manner and within the time therein prescribed and according to the requirements of the Town as therein set forth and that he/she will take in full payment therefor, the lump sum applicable to the project as offered below.

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.

Pursuant to M.G.L.c.62C, s.49A that it, to the best of its knowledge and belief, complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors and withholding and remitting of child support.

It is not presently debarred from doing public construction work in the commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

FURNISH AND DELIVER NOURISHMENT MATERIAL, AS SPECIFIED. PRICES SHALL INCLUDE ALL EQUIPMENT AND ANY OTHER COSTS NECESSARY TO FULFILL THE BID SPECIFICATIONS. NO ADDITIONAL COMPENSATION WILL BE ALLOWED.

Quantities listed are estimates only and not guaranteed to approximate the actual amounts to be used.

Item #	Description	Est. Quant.	Unit	Unit Price	Total Amount
1	Gravel/Cobble Mixed Nourishment Material	9,975	Ton		

WRITTEN TOTAL BID PRICE _____

NOTES:

- A. Discrepancies between unit price and the respective total amount will be resolved in favor of the unit price. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF ADDENDA # _____ *

*To be filled in by bidder if addenda are issued.

EXCEPTIONS:

Bidders shall furnish a separate statement on Company letterhead giving a complete description of all exceptions to the terms, conditions, and/or specifications outlined within this document. If a statement is not provided, the Town will assume that the Bidder is 100 percent compliant with these documents.

BID SUBMITTALS:

1. Bid surety
2. Evidence of ability to haul in winter conditions
3. References on past performance

BIDDER	_____	_____
	_____	AUTHORIZED SIGNATURE

COUNTY	_____	Printed Name and Title
STATE OF INCORPORATION	_____	
PHONE	_____	Date Offered
FAX	_____	
EMAIL	_____	
TAX I.D. NUMBER	_____	

REFERENCES OF BIDDER

By signing this page, the bidder certifies that he/she meets the minimum qualifications specified in GENERAL INFORMATION.

Please attach the requested reference information specified in GENERAL INFORMATION.

Signed:

Name of Person Authorized to Sign for the Bidder

Title

Date

DELEGATION OF AUTHORITY

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

_____ duly called and held on _____
(Date)

As which a quorum was present, and acting throughout, the following
vote was duly adopted:

VOTED: That

(Name of Individual)

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

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 connections 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.

ATTACHMENT 1

TECHNICAL SPECIFICATIONS

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The Town of Plymouth herein requests bids for the supply and delivery of up to 9,975 tons of gravel/cobble mixed nourishment material as specified in the attached memo from Applied Coastal Research and Engineering, Inc., dated November 13, 2015. The material must be natural rounded stone meeting the size specifications in Table 1 of the memo and the Specified Cobble Gradation in Figure 3 of the memo.

This nourishment project will take place during the winter months and must be completed before April 1, 2016, subject to time of year restriction imposed by the Division of Fisheries and Wildlife.

Material will be delivered to the staging area for the project at the Plymouth Beach parking lot, 130 Warren Avenue, Plymouth, MA, over a period of several weeks. Material shall be invoiced per ton.



Applied Coastal Research and Engineering, Inc.
766 Falmouth Road
Suite A-1
Mashpee, MA 02649

MEMORANDUM

Date: November 13, 2015
To: Kerin McCall, Town of Plymouth
From: John Ramsey and Rebecca Quan
Subject: Nourishment Material Specification

This memo presents nourishment material guidance for the cobble nourishment to be placed at Long Beach in the Town of Plymouth. Two sediment samples were obtained from the proposed mixed-sediment cobble dune areas on Long Beach (Sample #8 and #9), and one sample was taken from Camelot Pit in Plymouth. Sediment sample locations are shown in Figure 1.

Results of the sieve analysis (ASTM C 136 and ASTM C 117) are presented in Figure 2 and detailed in the reports from Briggs Engineering & Testing that are attached. The size gradation for Sample #8 and #9 were similar; therefore, the two samples were averaged ("Composite Gradation") to represent the existing material on Long Beach. Material from Camelot Pit has been proposed by the Town as a potential source for the final nourishment material.

The material from Camelot Pit requires augmentation with coarser (gravel and cobble) material to achieve a gradation compatible with the existing beach material. It is recommended that 20% of the total nourishment by weight be sourced from Camelot Pit and the remaining 80% be comprised of gravel/cobble material with the gradation specified in Table 1. Figure 3 shows the specified gravel/cobble gradation and the final nourishment gradation that includes a composite of the Camelot Pit sand (20%) and the cobble/gravel mix specified in Table 1 (80%). This final nourishment gradation will be compatible with the existing beach material, as seen by comparing the native dune composite gradation with the final gradation in Figure 3.

Table 1. Specified cobble gradation to augment Camelot Pit sand for nourishment material. This cobble gradation is specified when the 20% of the final nourishment material by weight is sourced from Camelot Pit.
--

Nothing larger than 5" (125 mm) Less than 75% by weight passing the #3 sieve (75 mm) Less than 20% by weight smaller than 1" (25 mm) Less than 3% by weight passing the #4 sieve (4.75 mm)

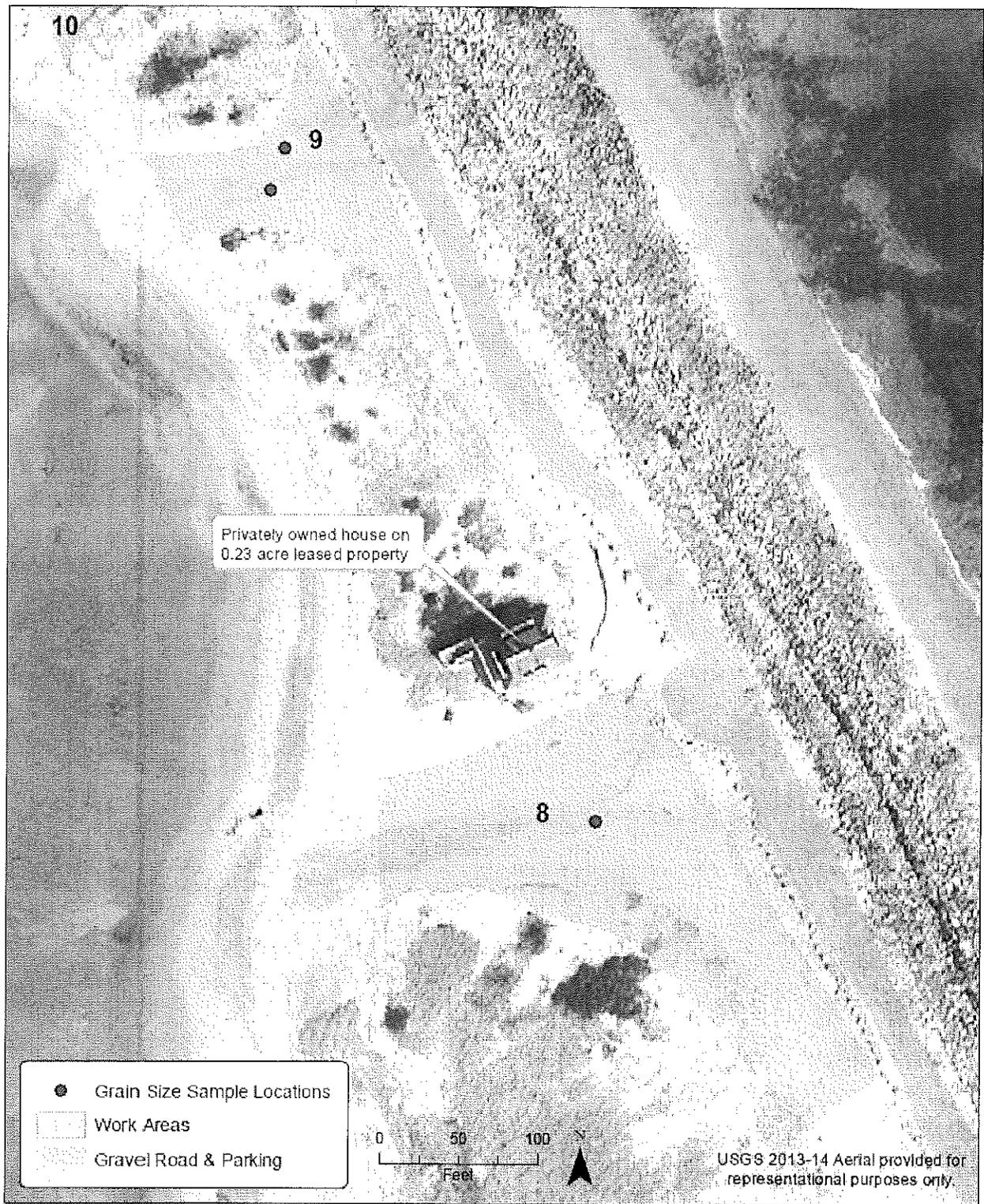


Figure 1. Sediment sample locations in overwash areas (figure provided by the Town of Plymouth).

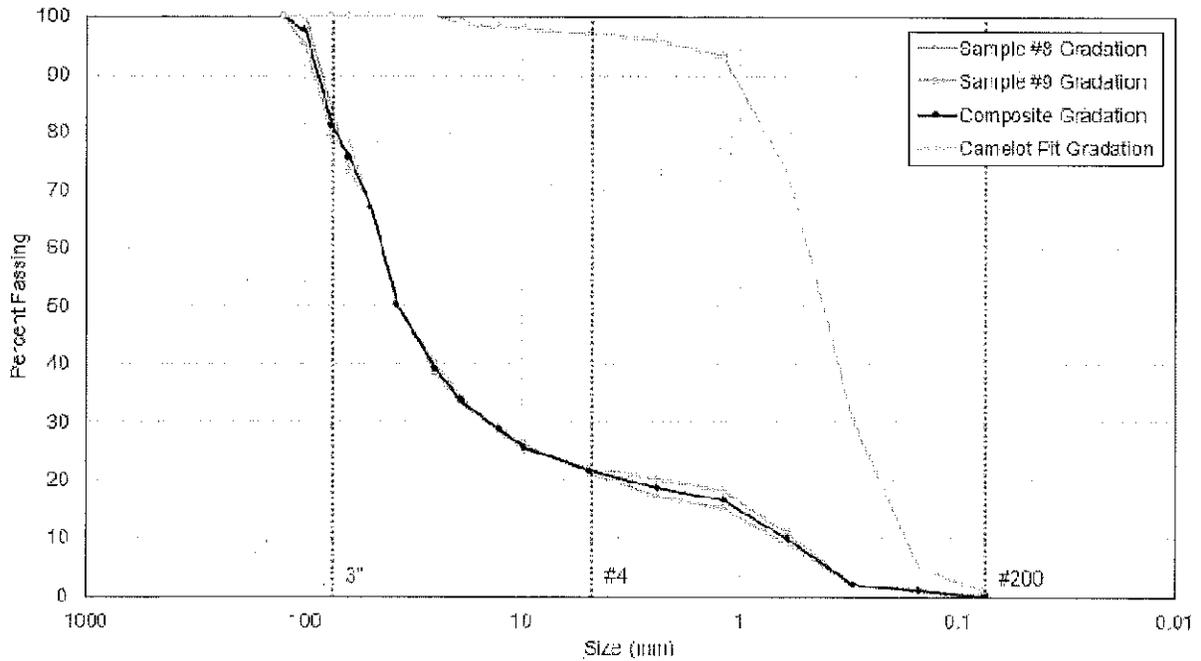


Figure 2. Sediment size gradation for Sample #8 and #9 from Long Beach and from Camelot Pit. A composite gradation was obtained by averaging Sample #8 and #9 to represent existing material at Long Beach.

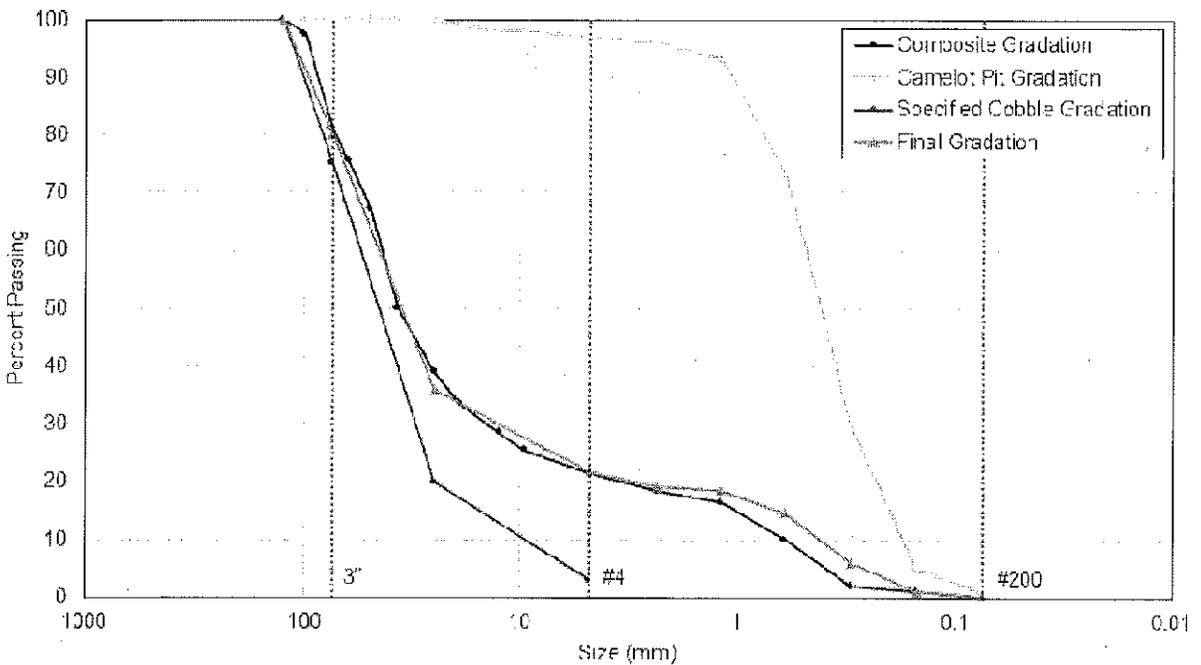


Figure 3. Sediment size gradation for the specified cobble and final nourishment material. With 20% of the total nourishment by weight sourced from Camelot Pit, the final nourishment gradation will be compatible with the existing beach material.