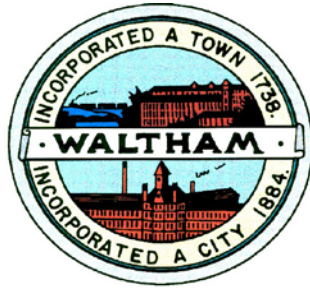


# The City of Waltham



**Invites  
Interested Parties  
To propose the best offer and or bid  
For the service or product herewith described:**

**THERMOPLASTIC STREET MARKINGS, 2019**

**The Bid Opening will be held: Thursday Feb. 21st, 2019 at 10:00am**

*Phone: 781-314-3244, Fax: 781-314-3245*

# **Table of Contents:**

- **Invitation to Bid**
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# **Invitation to Bid**

# The City of Waltham

## Purchasing Department

### REQUEST FOR BID (RFB)

Under the rules of M.G.L. Chapter 30, 39M, the Chief Procurement Officer of the City of Waltham Purchasing Department hereby requests sealed bids for:

#### Thermoplastic Street Markings,

Price Proposals will be received at the office of the Purchasing Agent, City Hall, 610 Main Street, Waltham MA 02452, until,

**Thursday February 21st, 2019 at 10:00am**

At which time and place the bids will be publicly opened and read.

Specifications and information available on line by visiting the Waltham Purchasing Department web site at [www.city.waltham.ma.us/bids](http://www.city.waltham.ma.us/bids)

**BIDS MUST BE SIGNED AND ENCLOSED IN A SEALED ENVELOPE AND MARKED:**

**BID FOR: Thermoplastic Street Markings 2019**

A 5% Bid Bond or Certified Check must accompany each bid submitted and made payable to, and become the property of the City of Waltham, if the successful bidder refuses or neglects to comply with the terms of the Contract.

If the Bidder is a corporation, state your correct corporate name and State of incorporation. If Bidder is a partnership, state names and addresses of partners. If Bidder is a trust or other legal entity, state correct names and addresses of trustees or names and address of those legally authorized to bid and enter into contracts.

**EXCEPTION OR ALTERNATES TO SPECIFICATIONS, TERMS OF SALE, AND DISCOUNTS AVAILABLE, MUST BE INCLUDED IN THE BID PRIOR TO OPENING DATE.**

# **Intent of Project**

**The City of Waltham wishes to purchase on behalf of the Traffic Department Thermoplastic Street Markings for a number of Streets in the City of Waltham. All work is to be done between the hours of 11 pm and 5 am weekdays only. The project shall be completed no later than November 1 of each year.**

**This is a three year contract beginning on the date placed in the contract by the Mayor.**

**AGREEMENT**

**CITY OF WALTHAM**

**ARTICLE 1.** This agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by and between the CITY OF WALTHAM, party of the first part, hereinafter called the CITY, by its MAYOR, and

\_\_\_\_\_

\_\_\_\_\_

hereinafter called the CONTRACTOR.

**ARTICLE 2.** Witnesseth, that the parties to this agreement, each in consideration of the agreement on the part of the others herein contained, do hereby agree, the CITY OF WALTHAM for itself, and said contractor for his heirs, executors, administrators and assigns as follows:

To furnish all equipment, machinery, tools and labor, to furnish and deliver all materials required to be furnished (except as otherwise specified) and deliver in and about the project and to do and perform all work in strict conformity with the provisions of this Contract and of the Notice to Bidders, bid, Project Manual, and Drawings hereto annexed. The said Notice to Bidders, bid, Project Manual, and Drawings are hereby made a part of this contract as fully and to the same effect as if the same had been set forth at length and incorporated in the contracts.

**ARTICLE 3.** In consideration of the foregoing premises the CITY agrees to pay and the CONTRACTOR agrees to receive as full compensation for everything furnished and done by the CONTRACTOR under this contract, including all work required by not included in the items herein mentioned, and also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all expenses incurred by or in consequence of the suspension or discontinuance of the work specified, and for well and faithfully completing the work, and the whole thereof, as herein provided, such prices as are set forth in the accompanying bid.

Date for final completion of the project is **20 calendar days** from the date of the "Notice to Proceed". **All work is to be done between the hours of 11 pm and 5 am weekdays only and shall be completed no later than November 1 of each year.**

This Agreement entered into as of the day and year first written above.

CITY OF WALTHAM, MASSACHUSETTS

**FOR THE CITY**

\_\_\_\_\_  
Jeannette A. McCarthy, MAYOR,  
City of Waltham  
Date: \_\_\_\_\_

\_\_\_\_\_  
John B. Cervone, City Solicitor  
Date: \_\_\_\_\_  
APPROVED AS TO FORM ONLY

\_\_\_\_\_  
Michael Garvin, Traffic Engineer  
Date: \_\_\_\_\_

\_\_\_\_\_  
Joseph Pedulla, Purchasing Agent  
Date: \_\_\_\_\_

\_\_\_\_\_  
Paul Centofanti, Auditor  
Date: \_\_\_\_\_

I CERTIFY THAT SUFFICIENT FUNDS  
ARE AVAILABLE FOR THIS CONTRACT

**FOR THE COMPANY**

\_\_\_\_\_  
CONTRACTOR (Signature),  
Date: \_\_\_\_\_

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

# Instructions



## INSTRUCTIONS FOR BIDDERS

1. **READ ALL DOCUMENTS.**

Bidders should familiarize themselves with all the documents contained herein; it is mandatory that all Bids be in compliance with all the provisions contained in said documents.

2. **FORMS AND ATTACHMENTS.**

Bids are to be completed on the forms provided **ONLY** and enclosed in a sealed envelope marked on the outside "BID (title)" and the name and address of bidder. Attachments submitted in addition to the Waltham Purchasing Department produced forms may not be considered.

3. **PRINTED OR TYPED RESPONSE.**

All information must be typewritten or printed in ink, including the price the bidder offers in the space as provided on the bid form.

4. **CORRECTIONS.**

Bids that are submitted containing cross outs, white outs or erasures, will be rejected.

All corrections or modifications to the original bid are to be submitted in a separate envelope, properly marked on the outside, "CORRECTION/ MODIFICATION TO BID (title)" and submitted prior to the bid opening.

**ALL DOCUMENTS SUBMITTED WITH YOUR RESPONSE WILL BE INCORPORATED INTO THE CONTRACT.**

5. **PRICE IS ALL INCLUSIVE.**

Bid prices shall encompass everything necessary for furnishing all items, materials, supplies or services as specified, and in accordance with the specifications, including proper packing, cost of delivery, and in the case of services, completion of same, as per specifications.

6. **PRICE DISCREPANCY.**

In the event of a discrepancy between the Unit Price and the Extension, the Unit Price shall prevail.

**7. EXPLANATIONS, EXCEPTIONS**

Explanations, exceptions or other information pertinent to the specifications may be made in writing and included in the same envelope with the bid.

**8. BID DEPOSITS.**

Bid deposits are to be made payable to the City of Waltham. In the event that the successful bidder fails to execute a Contract within (10) days of the receipt of said contract, such security shall be retained by the city as liquidated damages. Unsuccessful bidders' deposits will be returned immediately following the award to said successful bidder.

**9. WITHDRAW.**

A Bid may be withdrawn by written request prior to the schedule for the Bid Opening. No withdrawals are permitted after the bid opening date and time. Withdrawals after the bid opening date will cause the forfeit of the bid Deposit.

**10. AWARD.**

Bids will be awarded not later than (90) ninety days after the scheduled bid opening date, unless otherwise stated, in the specifications. Unless otherwise specified, bids will be evaluated on the basis of, completeness of your RFP response, responsiveness, responsibility, best price and experience.

**11. AWARD CRITERIA.**

Qualified and responsive proposals will be evaluated based on Price, Technical, and Compliance requirements:

**12. DISCOUNTS.**

Discounts for prompt payments will be considered when making awards.

**13. TAX EXEMPT.**

Purchases by the City of Waltham is exempt from any Federal, State or Massachusetts Municipal Sales and/or Excise Taxes.

**14. SAMPLES.**

The City of Waltham may require the submission of samples either before or after the awarding of a contract. Samples are to be submitted, at no charge to the City, so as to ascertain the product's suitability. If specifically stated in the Bid that samples are required, said samples must be submitted with the Bid prior to the Official Bid Opening. Failure to submit said samples would be cause for rejection of Bid. All samples must be

called for and picked up within (30) thirty days of award or said samples will be presumed abandoned and will be disposed of.

15. ACTIVE VENDOR LIST.

Vendors who wish to remain on the Active Bid List must either submit a Bid, No Bid, or a letter requesting same, no later than the Official Bid Opening. This is applicable to those vendors who have received the Invitation to Bid.

16. FUNDS APPROPRIATION.

THE CONTRACT OBLIGATION ON BEHALF OF THE CITY IS SUBJECT TO PRIOR APPROPRIATION OF MONIES FROM THE GOVERNMENTAL BODY AND AUTHORIZATION BY THE MAYOR.

17. THE AWARDING AUTHORITY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS, OR ANY PART OF ANY BID, WHICH IN THE OPINION OF THE AWARDING AUTHORITY, IS IN THE BEST INTERESTS OF THE CITY OF WALTHAM.

18. THE TAX ATTESTATION CLAUSE, CERTIFICATION OF NON-COLLUSION AND THE CERTIFICATE OF VOTE AUTHORIZATION, are required by statute and are an integral part of the Invitation for Bid and must be completed and signed by the person submitting the Bid, or by the person/persons who are officially authorized to do so. Failure to do so may disqualify the bid.

19. STANDARD OF QUALITY.

Where, in the specifications, one certain kind, type, catalog number, brand or manufacturer of material is named, it shall be regarded as the required standard of quality. Where two or more are named, these are presumed to be equal and the Bidder may select one or the other. If the Bidder proposes to offer a substitute as an equal, he shall so indicate on the Bid Form, the kind, type, catalog number, brand, or manufacturer of material that is offered as an equal, and describe where it differs from the specifications. Substituted items must be capable of performing all the functions and/or operational features described or indicated in the specifications. Failure to indicate the description of any substitute item on the Bid will be interpreted to mean that the Bidder will furnish the item or service as specified.

**20. MODIFICATION.**

No agreement, understanding, alteration or variation of the agreement, terms or provisions herein contained shall bind the parties, hereto unless made and executed in writing by the parties hereto.

**21. ASSIGNMENT.**

The final payment for work done under this Contract shall be made only after the Contractor has signed a statement under the penalty of perjury, certifying that he has completed the work described in the final estimate. Neither party hereto shall assign this Contract or sublet it in part or as a whole without the prior written consent of the other party hereto. The Contractor shall not assign any sum or sums due or becoming due to him hereunder without the prior written consent of the City.

**22. DELIVERIES:**

a) The Contractor shall pay all freight and delivery charges. The Waltham Purchasing Department does not pay for shipping and packaging expenses. Items must be delivered as stipulated in the specifications. All deliveries must be made to the inside of city buildings. Sidewalk deliveries will not be accepted. City personnel are not required to assist in the deliveries and contractors are cautioned to notify their shippers that adequate assistance must be provided at the point of delivery, when necessary.

b) All items of furniture must be delivered inside the building, set up, in place and ready for use. Deliveries are to be made between the hours of 8:30 a.m. and 3:00 p.m., Monday through Friday, except on holidays.

c) All damaged items, or items which do not comply with specifications will not be accepted and title therefore will not vest to the Waltham Purchasing Department until such items are accepted and signed for, in good order, by the receiving department.

d) The contractor must replace, without further cost to the Waltham Purchasing Department, such damaged or non-complying items before payment will be made.

**23. LABELING.**

All packages cartons or other containers must be clearly marked with (a) building and room destination; (b) description of contents of item number from specifications; (c) quantity; (d) City of Waltham Purchase Order Number and (e) Vendor's name and order number.

**24. GUARANTEES.**

Unless otherwise stipulated in the specifications, furniture, equipment and similar durable items shall be guaranteed by the contractor for a period of not less than one year from the date of delivery and acceptance by the receiving department. In addition, the manufacturer's guarantee shall be furnished. Any items provided under this contract which are or become defective during the guarantee period shall be replaced the contractor free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment. The contractor shall make such replacement immediately upon receiving notice from the Purchasing Agent.

**25. SINGLE VENDOR.**

The Waltham Purchasing Department desires to award a single contract based on the Grand Total Price. However, where applicable, the City reserves the right to make multiple awards on a unit price basis if, in the opinion of the Waltham Purchasing Department, it is in the best interest of the Waltham Purchasing Department.

**26. CHANGE ORDERS.**

Change orders are not effective until, if, as and when signed by the Mayor and no work is to commence until the change orders are fully executed.

**28. BID OPENING INCLEMENT WEATHER**

If, at the time of the originally scheduled bid opening, City Hall is closed to inclement weather or another unforeseeable event, the bid opening will be extended until 2:00 PM on the next normal business day. Bids will be accepted until that date and time.

**29. TERMINATION FOR CONVENIENCE**

The City of Waltham may, in its sole discretion, terminate all or any portion of this Agreement or the work required hereunder, at any time for its convenience and/or for any reason by giving written notice to the Contractor thirty (30) calendar days prior to the effective date of termination or such other period as is mutually agreed upon in advance by the parties. If the Contractor is not in default or in breach of any material term or condition of this Agreement, the Contractor shall be paid its reasonable, proper and verifiable costs up to the of termination to the extent previous payments made by the City of Waltham to the Contractor have not already done so. Such payment shall be the Contractor's sole and exclusive remedy for any Termination for Convenience, and

**upon such payment by the City of Waltham to the Contractor, the City of Waltham shall have no further obligation to the Contractor. The City of Waltham shall not be responsible for the Contractor's anticipatory profits or overhead costs attributable to unperformed work.**

# **GENERAL CONDITIONS**

## **GENERAL CONDITIONS**

### **1. INFORMATION**

All information shall come from the Office of the City Purchasing Agent. The Contractor shall inquire at this office for any information needed. Wherever the words "or equal as approved" are used, it is to be understood that the opinion of the City Purchasing Agent shall govern.

### **2. SUITS**

The Contractor shall assume defense of and shall indemnify and hold the City and its agents harmless from all suits and claims against the City and its sub-contractors arising from the use of any invention, patent right labor or employment, or from any act of omission or neglect of the City, its agents, employees or any subcontractor in performing the work, under this contract.

### **3. LAWS AND REGULATIONS**

The Contractor shall conform to all the applicable rules, regulations, laws and ordinances of the City of Waltham, the Commonwealth of Massachusetts, the United States of America and all agencies having jurisdiction over this contract.

### **4. PROTECTION OF PROPERTY**

The Contractor shall take all proper precautions to protect the City's property from damage and unnecessary inconvenience. Any City property damaged by the Contractor in carrying out the provisions of this contract shall be restored to its original condition, by and at the expense of the Contractor.

### **5. PROTECTION OF PERSONS**

The Contractor shall take all proper precautions to protect persons from injury, unnecessary inconvenience, and shall be responsible for his failure to do so. The Contractor agrees to hold the City harmless from any and all liabilities of every nature and description, which may be suffered through bodily injury, including death, to any person, by reason of negligence of the Contractor, his agents or employees, or any subcontractor.



6. **CONTRACT DURATION.**

This contract is for the period of one year renewable at the discretion of the City for two additional one-year periods. The effective date of the contract is the date placed by the Mayor in this contract.

7. **INSURANCE**

A. **WORKMAN'S COMPENSATION:** The Contractor shall provide by insurance for the payment of compensation and furnishing of other benefits under Chapter 152 of the General Laws of the Commonwealth of Massachusetts to all persons to be employed under this contract, the premiums for which shall be paid by the Contractor.

B. **COMPREHENSIVE GENERAL LIABILITY**

Bodily Injury:	\$1,000,000 Each Occurrence
	\$2,000,000 Aggregate
Property Damage:	\$1,000,000 Each Occurrence
	\$2,000,000 Aggregate

C. **AUTOMOBILE (VEHICLE) LIABILITY**

Bodily Injury	\$2,000,000 Each Occurrence
Property Damage	\$1,000,000 Aggregate

D. **UMBRELLA POLICY**

General liability	\$1,000,000
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Your bid response must include a Certificate of Insurance with the above limits as a minimum. In addition, the Certificate of Insurance must have the following text contained in the bottom left box of the Certificate: **"The City of Waltham is a named Additional Insured for all Insurance required under the contract excluding Automobile and Workers Compensation coverage"**. The Certificate of Insurance must be mailed directly to:

Office of the Purchasing Agent  
Purchasing Department  
City of Waltham  
610 Main Street  
Waltham, MA 02452

**8. PERSONNEL:**

The Contractor shall employ a competent supervisor and all properly licensed personnel necessary to perform the services required in this contract. The City Purchasing Agent shall have the right to require the Contractor to remove and/or replace any of the personnel for nonperformance or for unprofessional behavior. The City Purchasing Agent may require the Contractor to submit a weekly performance record of the areas and of the work performed, on forms approved by the City Purchasing Agent. The Contractor or his supervisor shall be available to inspect such work as required by the City Purchasing Agent.

**9. PREVAILING WAGES**

The Contractor is required to pay the prevailing wages as determined under the provisions of Chapter 149, Sections 26 and 27D of the Massachusetts General Laws, including the submission of weekly payrolls to the awarding authority. The prevailing Wage Schedule can be obtained by visiting the City web site at [www.city.waltham.ma.us/open-bids](http://www.city.waltham.ma.us/open-bids). The Prevailing Wage Schedule is too large to attach here.

**10. MATERIALS**

The City or its Agent reserves the right to approve or reject any supplies, material or equipment used by the Contractor. The Contractor agrees to replace any supplies, material or equipment used by the Contractor. The Contractor agrees to replace any rejected supplies, materials or equipment, to the satisfaction of the City or its Agents.

**11. CONTRACT OBLIGATIONS**

Contract obligations on behalf of the City are subject to an annual appropriation to cover the contract obligation.

**12. BIDDER EXPERIENCE EVALUATION**

Each bidder shall submit with his bid, all the information relative to their experience and qualifications in performing the work required under this contract and shall have been in business for a minimum of five (5) years, in order for their bid to be considered.

15. **NOT-TO-EXCEED AMOUNT**

The bid amount proposed in your company's response is a "not-to- Exceed" amount unless the City makes changes, in writing, to the scope of work to be performed. The Change Order must be signed and approved by the City's Purchasing Agent, City Auditor, Law Department and the Mayor prior to the commencement of the change order work. No work is to begin until the proper approvals have been obtained. A change order will be priced at the unit price. Failure to comply with this procedure will result in the cancellation of the contract and the non-payment of services provided

16. **FINANCIAL STATEMENTS.**

The City may require, within five (5) days after the bid opening, a complete and detailed Financial Statement prepared by a Certified Public Account, to determine a bidder's financial stability.

17 **BREACH OF CONTRACT/ NON PERFORMANCE**

If the Contractor shall provide services in a manner, which is not to the satisfaction of the City, the City may request that the Contractor refurnish services at no additional cost to the City until approved by the City. If the Contractor shall fail to provide services, which are satisfactory to the City, the City in the alternative may make any reasonable purchase or Contract to purchase services in substitution for those due from the Contractor. The City may deduct the cost of any substitute Contract for nonperformance of services together with incidental and consequential damages from the Contract price and shall withhold such damages from sums due or to become due to the Contractor. If the damages sustained by the City exceed sums due or to become due, the Contractor shall pay the difference to the City upon demand. The Contractor shall not be liable for any damages sustained by the City due to the Contractor's failure to furnish services under the terms of this Contract if such failure is in fact caused by the occurrence of a contingency the nonoccurrence of which was a basic assumption under which this Contract was made, including a state of war, embargoes, expropriation of labor strike or any unanticipated federal, state or municipal governmental regulation of order, provided that the Contractor has notified the City in writing of such cause within seven (7) days after its occurrence.

**18     RIGHT TO AUDIT**

The City of Waltham has the right to review and audit documents related to this contract. This right extends to any subcontractor, supplier or other entity used by the prime contractor to fulfill the obligations under this contract.

**19.     CITY ORDINANCE. APPROVAL OF CONTRACTS BY MAYOR, SEC. 3-12 OF THE CITY ORDINANCES.**

All contract made by any department, board or commission where the amount involved is two thousand dollars (\$2,000) or more shall be in writing, and no such contract shall be deemed to have been made or executed until the approval of the Mayor is affixed thereto. Any construction contract shall, and all other contracts may, where the contract exceed five thousand dollars (\$5,000) be required to be accompanied by a bond with sureties satisfactory to the Mayor.

**NOTE**

**Failure to submit any of the required documents, in this or in other sections, with your bid response package may cause the disqualification of your proposal**

# Specifications

Follow

**Technical Specifications, Scope of Work  
(SEE ALSO PRICE SHEET)**

**TRAFFIC POLICE**

**GENERAL:** The CONTRACTOR shall provide such uniformed police officers (outside their regular tour of duty) as the OWNER shall deem necessary to avoid, so far as reasonably possible, damage to the safety of persons and substantial interference with the free circulation of traffic. When so required by the OWNER, the CONTRACTOR shall make all arrangements in obtaining police assistance. The CONTRACTOR shall pay the amount due for such assistance to the City of Waltham. The CONTRACTOR shall then be reimbursed by the City of Waltham. Police details may be arranged by calling (781) 314-3604.

All bills for police details must be paid in full by the CONTRACTOR before reimbursement is made by the City of Waltham. Only bills stamped "PAID" by the City Treasurer's Office will be accepted by the OWNER.

**METHOD OF PAYMENT:** The CONTRACTOR shall pay to any police officer employed by him the prevailing rate of wage to special duty police officers (MGL Chapter 149, §34B). The quantity on the Bid form for ITEM 999.001 is an estimate for funding and bid comparison purposes. Payment to the CONTRACTOR for special duty police will be made at the rate established by the Waltham Police Department.

Payment shall be made by the CONTRACTOR within 30 days of billing. Failure to pay an outstanding bill within 30 days may result in a penalty charge to the CONTRACTOR for late payment. There will be no reimbursement for any penalties or late charges that may be assessed against the CONTRACTOR for late payment. Furthermore, the OWNER will accept no further requests for payment if police detail bills are more than 30 days in arrears.

The CONTRACTOR will not be reimbursed for any detail that he fails to cancel when it is not required (work does not proceed as scheduled or due to inclement weather, etc.) Reimbursement will be entered in the next estimate for payment.

Reimbursement shall be made on all bills stamped "PAID" by the City of Waltham Treasurer's Office and presented to the OWNER less any amount for unnecessary details not canceled by the CONTRACTOR when required.

It is suggested that payments be made in person at the Treasurer's Office and that a copy of the bill be presented to the Treasurer's Office at the same time so that it may be stamped "PAID" and presented to the OWNER by the CONTRACTOR.

**PAYMENT:** Payment for special duty police will be made on a dollar for dollar basis as determined above for ITEM 999.001 as set forth in the Bid. Said price and payment shall be full compensation for furnishing all special duty police.

**Payment Item**

999.001

Traffic Police

Per Dollar

## Pavement Arrows and Legends

### X - Walks and Stop Lines

#### 4" Reflectorized Thermoplastic Line

**GENERAL:** The work to be done under these items shall conform to the relevant provisions of Section 860 of the 1988 MDPW Standard Specifications for Highways and Bridges, and the following:

**METHODS:** The layout of all necessary field controls by the CONTRACTOR of the several types of traffic line systems shall be approved by the OWNER. The width and spacing of stop lines and crosswalks shall be as indicated on the plans or as approved by owner.

**MEASUREMENT:** Measurement for pavement arrows, legends, crosswalks, stop lines, chevrons and/or gore lines shall be for the actual square foot of area of material furnished and installed by the CONTRACTOR and accepted by the OWNER. Measurement for other thermoplastic lines shall be for the actual linear foot of material furnished and installed by the CONTRACTOR and accepted by the OWNER. All measurement shall be done in the field by the OWNER. Measurement for bicycle sharrows shall be for each sharrow, and may be applied as a single decal or by applying epoxy.

**PAYMENT:** Payment for arrows, legends, crosswalks, stop lines, chevrons and/or gore lines shall be for the actual square foot area as determined above at the contract unit prices for ITEMS 864.040, 865.100, 868,000 and 869,000 as set forth in the Bid. Payment for other thermoplastic markings shall be for the actual linear foot measurement as determined above at the contract unit prices for ITEMS 866.040 and 867.040 as set forth in the Bid. Said price and payment shall be full compensation for furnishing and placing of all materials, all tools, labor, equipment and all else incidental to the completion of the work within these items. All work is subject to final approval and acceptance by the OWNER.

#### Payment Items

854.100	Pavement Markings Removal	Square Foot
864.040	Pavement Arrows and Legends Reflectorized White Thermoplastic	Square Foot
864.050	Bike Sharrows Decal or Epoxy	Each
865.100	X - Walks and Stop Lines Reflectorized White Thermoplastic	Square Foot
866.040	4" Reflectorized White Thermoplastic Line	Foot
867.040	4" Reflectorized Yellow Thermoplastic Line	Foot
868.000	Gore Lines Reflectorized White Thermoplastic	Square Foot
868.104	4" Durable Wet Reflective Recessed White Line Thermoplastic	Foot
868.112	12" Durable Wet Reflective Recessed White Line Thermoplastic	Foot
869.000	Gore Lines Reflectorized Yellow Thermoplastic	Square Foot
869.104	4" Durable Wet Reflective Recessed Yellow Line Thermoplastic	Foot
999.001	Traffic Police (ALLOWANCE)	Allowance

**Please note that all work is to be done between the hours of 11 PM and 5 AM weekdays.**

**ALL WORK SHALL BE COMPLETED NO LATER THAN NOVEMBER 1, of each year.**

## REFLECTORIZED PAVEMENT MARKINGS

**GENERAL:** These items of work consists of furnishing materials and the application of ReflectORIZED Pavement Markings in accordance with the Commonwealth of Massachusetts, Department of Public Works, Manual on Uniform Traffic Control Devices, current edition.

Materials shall be as specified under the particular payment item being used and shall meet the appropriate requirements specified in the following MassDOT subsections of Division III, Materials:

General Requirements for Paints and Protective Coatings	M7.00.00
White Thermoplastic ReflectORIZED Pavement Markings	M7.01.03
Yellow Thermoplastic ReflectORIZED Pavement Markings	M7.01.04
White Traffic Paint	M7.01.05
Yellow Traffic Paint	M7.01.06
Glass Beads	M7.01.07
White High Heat Rapid Drying Traffic Marking Material	M7.01.08
Yellow High Heat Rapid Drying Traffic Marking Material	M7.01.09
Fast Drying White Traffic Paint	M7.01.10
Fast Drying Yellow Traffic Paint	M7.01.11
Striping Powder	M7.01.12
Preformed Permanent Plastic Pavement Markings or Legends	M7.01.18
Thermoplastic Pavement Marking Compound, Alkyd	M7.01.20
Green Pavement Coatings	M7.01.21

**EQUIPMENT:** All equipment used for the application of pavement markings shall be of standard commercial manufacture. All other equipment and devices necessary for the application of the pavement markings and protection thereof and for the protection to the traveling public shall be usually required for work of this type and shall be furnished by the Contractor.

The pavement marking equipment shall be operated at the speed and in accordance with other requirements of the manufacturer, unless otherwise directed by the Engineer.

Truck mounted equipment is approved for the application of pavement markings except in such cases where in the Engineer's judgment travel will be unreasonably delayed and/or the quality of the work performed by the machine unsatisfactory.

**LAYOUT OF WORK:** A schedule of pavement marking operations shall be furnished by the Contractor for the approval of the Engineer prior to the application of any pavement markings. This schedule must be in the office of the Engineer 7 days prior to the proposed date of application of any pavement markings.

**APPLICATION OF MARKINGS:** Pavement markings shall be applied as follows:



Material	Material Application Temperature	Line Thickness	Reflectorized Bead Application
M7.01.05	115°F-125°F	15 mils	6 lbs/gal
M7.01.06	115°F-125°F	15 mils	6 lbs/gal
M7.01.08	180°F-195°F	15 mils	6 lbs/gal
M7.01.09	180°F-195°F	15 mils	6 lbs/gal
M7.01.10	40°F-120°F	15 mils	6 lbs/gal
M7.01.11	40°F-120°F	15 mils	6 lbs/gal
M7.01.03	400°F-425°F	128-188 mils	1#10 SF Drop on
M7.01.04	400°F-425°F	125-188 mils	1 #10 SF Drop on

No thinners shall be used for the above listed pavement marking application except in accordance with the manufacturer’s specifications and at the direction of the Engineer.

No paint or pavement marking material shall be heated above the temperature marked on the container.

Markings shall be applied only in seasonable weather and in accordance with good painting practices. The surface shall be dry and free of sand, grease, oil or other foreign substances prior to the application. The Contractor shall prepare the surface to accept the application as part of this item, with no additional compensation. The Engineer will make the final determination for all of the foregoing.

Bituminous concrete pavements shall have been in place for 48 hours prior to the application of pavement markings except preformed permanent plastic pavement markings which can be applied immediately. When it is necessary to expedite the flow of traffic, the Engineer may reduce the waiting period as deemed necessary.

If for any reason material is spilled or tracked on the roadway, or any markings applied by the Contractor, in the Engineer’s judgment, fail to conform to Layout of Work, because of deviation from the desired pattern, the Contractor shall remove such material by a method that is injurious to the roadway surface and is acceptable to the Engineer, clean the roadway surface and prepare the surface for a reapplication of markings and reapply the markings as directed without additional compensation for any of the foregoing corrective operations.

The ambient (air) temperature for thermoplastic application is to be a maximum of 45°F and rising at the time of marking operations. If work has started and air temperatures fall below 45°F and continuous cooling is indicated, work shall be stopped. In cool weather conditions, temporary drops down to 40°F will be tolerated, providing temperatures also vary upwards. Sustained striping (greater than one hour) at 40°F shall not be allowed. Starting work at air temperatures lower than 45°F shall not be allowed.

**PROTECTION OF MARKINGS:** Markings shall remain protected until sufficiently dry to bear traffic on roadways that are open to traffic. Markings shall be protected by traffic cones of not less than 28" in height except in case of markings which cure to a no track condition in 180 seconds or less in the latter case protection may be provided by a convoy of vehicles with suitable warning devices to warn overtaking or oncoming traffic that the pavement marking operation is in progress.

**A. Broken Lines.**

On tangents and on curves of 1000 foot radius or greater at least 1 cone shall be placed on every other bar. On curves of less than 1000 foot radius 1 cone shall be placed one very bar unless otherwise directed by the Engineer.

**B. Solid Lines.**

On tangents and on curves of 1000 foot radius or greater, cones shall be spaced not over 80 feet apart and on curves of less than 1000 foot radius the spacing shall be not over 50 feet unless otherwise directed by the Engineer. On edge line adjacent to the median wider spacing may be used at the direction of the engineer. In order to control the proper positioning of the cones during the drying period, the Contractor shall assign sufficient personnel as determined by the Engineer. Such control is dependent on traffic density, cone widths, etc.

**ACCOMODATION OF TRAFFIC:** All warning signs and traffic control devices as required shall be in accordance with MassDOT Section 850. Work under this item may be suspended, at the discretion of the Engineer, during peak traffic hours or at any other time when, in his judgement, traffic is being unduly hampered or delays by the work, under this item.

**MEASUREMENT:** Markings are to be paid for on the actual length of lines applied under the various items of the Contract. The lengths of solid lines will be obtained by:

1. Calculation from established base line stations or
2. Use of a measuring wheel or
3. Vehicle odometer readings.

The length of broken lines (except for broken lines less than 10 feet, the actual length shall be used) will be obtained by using  $\frac{3}{4}$  of the results obtained above for the solid lines. Patterns, other than lines, are to be paid for by the square foot area under the item in the Contract.

**PAYMENT:** The work under these items will be paid for at the contract unit price under each item of the Contract based on the measurements as determined by the Engineer.

The contract prices shall include all material, labor and equipment required or incidental to the satisfactory completion of the work.

## **PAVEMENT ARROWS AND LEGENDS**

### **REFLECTORIZED THERMOPLASTIC**

**GENERAL:** The work to be done under these items shall conform to the relevant provisions of Section 860 of the 1988 MDPW Standard Specifications for Highways and Bridges, and the following:

**METHODS:** The layout of all necessary field controls by the CONTRACTOR of the several types of traffic line systems shall be approved by the OWNER. The width and spacing of stop lines and crosswalks shall be as indicated on the plans.

**MEASUREMENT:** Measurement for pavement arrows, legends, crosswalks, stop lines, chevrons and/or gore lines shall be for the actual square foot of area of material furnished and installed by the CONTRACTOR and accepted by the OWNER. Measurement for other thermoplastic lines shall be for the actual linear foot of material furnished and installed by the CONTRACTOR and accepted by the OWNER. All measurement shall be done in the field by the OWNER.

**PAYMENT:** Payment for arrows, legends, crosswalks, stop lines, chevrons and/or gore lines shall be for the actual square foot area as determined above at the contract unit prices for ITEMS 864.040, 865.100, 868.000 and 869.000 as set forth in the Bid. Payment for other thermoplastic markings shall be for the actual linear foot measurement as determined above at the contract unit prices for ITEMS 866.040 and 867.040 as set forth in the Bid. Said price and payment shall be full compensation for furnishing and placing of all materials, all tools, labor, equipment and all else incidental to the completion of the work within these items. All work is subject to final approval and acceptance by the OWNER.

### **RECESSED THERMOPLASTIC PAVEMENT MARKINGS**

The work to be done under these items shall conform to the relevant provisions of Section 860 of the Standard Specifications and the following:

Work shall consist of grooving a slot in the pavement surface and the furnishing and installation of liquid wet reflective pavement markings and preformed wet reflective pavement markings.

#### **CONSTRUCTION METHODS FOR INSTALLATION OF GROOVE:**

Contractor shall refer to 3M™ Information Folder 5.18 *Grooving Applications* and the following:

Prior to cutting out the grooves for all recessed lines, the Contractor shall use a chalk line or other suitable method to layout the proposed pavement markings on the surface course so that the Engineer can inspect the locations. Once the Engineer has inspected and approved the proposed striping layout, the grooves for the proposed pavement markings may be cut. No pavement grooving shall be done without the prior approval of the Engineer.

Groove position shall be a minimum of 4 inches from the edge of the pavement marking to any longitudinal pavement joints. The groove shall not be installed on bridge joints, at drainage structures, or in other areas identified by the Engineer. The groove shall not be installed continuously for intermittent pavement markings, but only where markings are to be applied.

The use of gang stacked diamond cutting blades to grind a smooth square slot is required for producing all grooves. The spacers between blade cuts shall be such that there will be less than a 10 mil rise in the finished groove between the blades. The acceptability of the surface texture will be determined by the Engineer.

The diamond grinder shall have an articulating head so that the slots are installed correctly on grades and super elevated sections.

Grooves that are ground deeper or wider than the specified allowable limits shall be repaired according to the Department's approved repair procedure at no additional cost to the Department. Grooves that are ground too shallow or narrow or with unacceptable rises between the blade cuts shall be reground to the specification limits at no additional cost to the Department. Slots that are ground out of alignment shall be cut out and patched using an approved method and approved materials.

The Contractor shall grind the groove to the correct depth, width, and length as specified and in proper alignment. Grooves shall be 1 inch  $\pm$  ¼ inch wider than the pavement marking material. Groove depth for use with Thermoplastic Pavement Markings shall be determined by the pavement marking Material Supplier prior to the start of any grinding, but shall be less than 120 mils. Groove depth shall be 80 mils  $\pm$  5 mils for polyurea pavement markings application, 80 mils  $\pm$  5 mils for epoxy pavement markings application, and 150 mils  $\pm$  5 mils for preformed material application, unless otherwise approved by the Engineer. Depth shall be consistent across the full width of the groove. Depth plates shall be provided by the Contractor to the Engineer to assure that desired groove depth is achieved.

Grooves shall be clean, dry and free of laitance, oil, dirt, grease, paint or other foreign contaminants. Shrouds and a vacuum apparatus shall be included as part of the grinder to remove larger pieces of pavement that are ground out. If water is used to clean the groove or the grooving process takes place during rainfall, a minimum of 24 hours of dry time is required prior to the placement of pavement markings.

A Technical Representative from the Material Supplier(s) shall be present for the first grooving operation shift to provide quality assurance/quality control.

After the depth, width, length, and surface condition has been approved by the Engineer, an air lance shall be used to remove fine particles from the groove. Air compressors shall initially be blown out away from the application area to prevent compressor condensation build-up from entering the groove. The Contractor shall prevent traffic from traversing the grooves and re-clean grooves, as necessary, prior to application of pavement markings at no additional cost to the Department.

All grooves must be given final approval by the Engineer prior to the placement of pavement marking material.

#### **CONSTRUCTION METHODS FOR INSTALLATION OF LIQUID PAVEMENT MARKINGS:**

Application of liquid pavement markings and reflective elements shall be per the Material Supplier(s)'s specifications in order to meet the minimum initial retroreflectance levels described herein.

The minimum uniform wet thickness for liquid pavement markings shall be the following, unless otherwise recommended by the Material Supplier:

- Thermoplastic: 90 mils ± 5 mils;
- Polyurea: 20 mils ± 2 mils;
- Epoxy: 30 mils ± 2 mils.

The Line Thickness for all materials shall be met across at least the middle  $\frac{2}{3}$  of the pavement marking width. Depth plates shall be provided by the Contractor to the Engineer to assure that desired thickness is achieved.

A Technical Representative from the Material Supplier shall be present for the first liquid pavement marking installation shift for each liquid binder type to provide quality assurance/quality control.

The installation of a primer, if recommended by the material specification or installation guide, shall be considered incidental to the cost of the item.

Newly installed markings shall be protected from tracking during the setting period per Subsection 860.63.

#### **TEST STRIP FOR LIQUID PAVEMENT MARKINGS:**

Prior to the first application of liquid pavement markings, one test strip for each line color, width, and material type shall be constructed at a location designated by the Engineer. Each test strip shall consist of a minimum of 500 linear feet of liquid pavement marking. Pavement markings shall be surface applied; no groove is required for the test strip. The test strip(s) location shall be approved by the Engineer.

The test strip(s) shall demonstrate the capability of the proposed liquid pavement marking material, equipment, and installation procedures to comply with the specifications for uniform wet thickness, dry time, reflective element application and retention, marking width, and overall appearance (color uniformity and clean, well-defined edges).

A test strip shall be required for each applicator unit used. Additional test strips may be required when major equipment repairs or adjustments are made or if the application of the liquid pavement markings fails to comply with these specifications.

During the test strip application, the following items shall be recorded:

1. Liquid binder application rate;
2. Reflective element type(s) and drop rate.

Once the liquid pavement marking materials have cured, the Contractor shall perform retroreflectance readings per the measurement and sampling procedures contained in ASTM D7585 (Standard Practice for Evaluating Retroreflective Pavement Markings Using Portable Hand-Operated Instruments) using the Referee Evaluation Protocol found in section 6.4 shall be followed. The following tests shall be performed during the measurement and sampling process:

1. ASTM E1710 (*Standard Test Method for Measurement of Retroreflective Pavement Marking Materials with CEN-Prescribed Geometry Using a Portable Retroreflectometer*); and
2. ASTM E2177 (*Standard Test Method for Measuring the Coefficient of Retroreflected Luminance ( $R_L$ ) of Pavement Markings in a Standard Condition of Wetness*).

The average initial retroreflectance readings shall exceed the following minimum values:

	*Liquid White Markings	*Liquid Yellow Markings
ASTM E1710 (Dry)	475 mcd/lux/m <sup>2</sup>	375 mcd/lux/m <sup>2</sup>
ASTM E2177 (Wet Recovery)	400 mcd/lux/m <sup>2</sup>	300 mcd/lux/m <sup>2</sup>

\*Observation Angle = 1.05°, Entrance Angle = 88.8°

Pavement markings with measured average initial retroreflectance readings that do not meet the specified minimum values using the procedures outlined in subsection 6.4.5 of ASTM D7585 shall be reapplied in a new test strip following any recommendations to modify binder application rate and/or reflective element type(s) and drop rate from the Material Supplier.

The cost of applying the test strip(s) shall be considered incidental to the cost of the item. If required, the cost of any temporary traffic control setups for the test strip application and retroreflective readings shall be considered incidental to the cost of item. All measuring equipment shall be properly calibrated prior to the implementation of any temporary traffic controls that are required.

Upon written certification from the Contractor that the minimum average initial retroreflectance readings meet the standards contained herein, the test strip shall be accepted by the Engineer and the Contractor will be permitted to proceed with the application of the liquid pavement markings per the Plans. The Contractor shall provide written certification that the liquid binder and reflective elements are applied at the same rate and methodology as in the approved test strip(s).

#### **CONSTRUCTION METHODS FOR INSTALLATION OF PREFORMED PAVEMENT MARKINGS:**

Application of the preformed pavement markings shall conform to Section III Application Guidelines of 3M™ Information Folder 5.18 *Grooving Applications*, unless otherwise instructed by the Engineer.

A primer application shall be applied prior to the installation of all preformed pavement markings per the Manufacturer's Specification. This work shall be considered incidental to the cost of the item.

A Technical Representative from the Material Supplier shall be present for the first preformed pavement marking installation shift to provide quality assurance/quality control.

#### **MATERIALS:**

For thermoplastic applications, the Contractor shall use one of the following products, or approved equivalent:

1. 3M™ All Weather Thermoplastic;
2. Ennis-Flint Pavemark®;
3. Franklin Paint™ 22% Melt Down Thermoplastic; or
4. Swarco SWARCOTHERM.

For polyurea applications, the Contractor shall use one of the following products, or approved equivalent:

1. 3M™ Liquid Pavement Marking Series 5000;
2. Ennis-Flint HPS®-5; or
3. Epoplex GLOMARC® 90.

For epoxy applications, the Contractor shall use one of the following products, or approved equivalent:

1. Ennis-Flint HPS®-3;
2. Epoplex LS50; or
3. Swarco 1180 Series.

3M™ Stamark™ All Weather Contrast Tape 380AW-5, or approved equivalent, shall be used on all Portland Concrete Cement surfaces in place of liquid pavement markings.

For preformed applications, the Contractor shall use 3M™ Stamark™ All Weather Tape 380AW, or approved equivalent.

Approved equivalents for preformed pavement markings shall be certified as capable of meeting the following minimum initial retroreflectivity levels:

	*Preformed White Markings	*Preformed Yellow Markings
ASTM E1710 (Dry)	500 mcd/lux/m <sup>2</sup>	300 mcd/lux/m <sup>2</sup>
ASTM E2177 (Wet Recovery)	250 mcd/lux/m <sup>2</sup>	200 mcd/lux/m <sup>2</sup>
ASTM E2832 (Wet Continuous)	150 mcd/lux/m <sup>2</sup>	125 mcd/lux/m <sup>2</sup>

\*Observation Angle = 1.05°, Entrance Angle = 88.8°

Material certifications shall be provided to the Engineer prior to installation.

**PAYMENT:**

Payment for work under these items will be made at the contract price per foot for lines completely installed in place, including all incidental items. Applied lines are to be paid for on the actual length of lines applied. This price shall include the cost of furnishing and maintaining in good working condition of all traffic management devices.

**Payment Items**

864.040	Pavement Arrows and Legends Reflectorized White Thermoplastic	Square Foot
864.050	Bike Sharrows Decal or Epoxy	Each
865.100	X - Walks and Stop Lines Reflectorized White Thermoplastic	Square Foot
866.040	4" Reflectorized White Thermoplastic Line	Foot
867.040	4" Reflectorized Yellow Thermoplastic Line	Foot
868.000	Gore Lines Reflectorized White Thermoplastic	Square Foot
868.104	4" Durable Wet Reflective Recessed White Line Thermoplastic	Foot
868.112	12" Durable Wet Reflective Recessed White Line Thermoplastic	Foot
869.000	Gore Lines Reflectorized Yellow Thermoplastic	Square Foot
869.104	4" Durable Wet Reflective Recessed Yellow Line Thermoplastic	Foot



# Compliance

The compliance documents in this section must be completed, signed and returned **with your bid package.**

## Purchasing Department

City of Waltham  
610 Main Street  
Waltham, MA 02452

Failure to submit the completed documents will cause the disqualification of the proposal.

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### Section Index

	Check when Complete
• Non-collusion form and Tax Compliance form.....	_____
• Corporation Identification Form.....	_____
• Certificate of Vote Authorization.....	_____
• Certificate of Insurance (showing all limits of WC &GL).....	_____
• Three (3) References.....	_____
• 5% Bid Bond or Certified Check.....	_____
• Debarment Certificate .....	_____
• Prevailing Wage Certificate.....	_____
• Right-to-know Law.....	_____
• OSHA 10 Certificate for all Assigned Employees (MGL ch30, §39M and Ch 149)	_____
• W-9 Tax Certificate.....	_____

Your Company's Name: \_\_\_\_\_

Service or Product Bid \_\_\_\_\_

**NOTE:** Failure to submit any of the required documents, in this or in other sections, with your bid response package may cause the disqualification of your proposal.

**NON-COLLUSION FORM AND TAX COMPLIANCE FORM**

**CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals. The undersigned certifies that no representations made by any City officials, employees, entity, or group of individuals other than the Purchasing Agent of the City of Waltham was relied upon in the making of this bid

\_\_\_\_\_, \_\_\_\_\_  
(Signature of person signing bid or proposal)      Date

\_\_\_\_\_  
(Name of business)

---

**TAX COMPLIANCE CERTIFICATION**

Pursuant to M.G.L. c. 62C, & 49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

\_\_\_\_\_, \_\_\_\_\_  
Signature of person submitting bid or proposal      Date

\_\_\_\_\_  
Name of business

**NOTE**

Failure to submit any of the required documents, in this or in other sections, with your bid response package may cause the disqualification of your proposal.

**CERTIFICATE OF VOTE OF AUTHORIZATION**

Date

I \_\_\_\_\_, Clerk of \_\_\_\_\_ hereby certify that at a meeting of the Board of Directors of said Corporation duly held on the \_\_\_\_\_ day of \_\_\_\_\_ at which time a quorum was present and voting throughout, the following vote was duly passed and is now in full force and effect:

VOTED: That \_\_\_\_\_ (*name*) is hereby authorized, directed and empowered for the name and on behalf of this Corporation to sign, seal with the corporate seal, execute, acknowledge and deliver all contracts and other obligations of this Corporation; the execution of any such contract to be valid and binding upon this Corporation for all purposes, and that this vote shall remain in full force and effect unless and until the same has been altered, amended or revoked by a subsequent vote of such directors and a certificate of such later vote attested by the Clerk of this Corporation.

I further certify that \_\_\_\_\_ is duly elected/appointed \_\_\_\_\_ of said corporation

SIGNED:

(Corporate Seal)

\_\_\_\_\_  
Clerk of the Corporation:

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

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**COMMONWEALTH OF MASSACHUSETTS**

County of \_\_\_\_\_

Date:

Then personally appeared the above named and acknowledged the foregoing instrument to be their free act and deed before me, \_\_\_\_\_

Notary Public;

My Commission expires: \_\_\_\_\_

## CORPORATION IDENTIFICATION

The bidder for the information of the Awarding Authority furnishes the following information.

**If a Corporation:**

Incorporated in what state \_\_\_\_\_

President \_\_\_\_\_

Treasurer \_\_\_\_\_

Secretary \_\_\_\_\_

Federal ID Number \_\_\_\_\_

**If a foreign (out of State) Corporation** – Are you registered to do business in Massachusetts?

Yes \_\_\_\_\_, No \_\_\_\_\_

If you are selected for this work you are required under M.G.L.ch. 30S, 39L to obtain from the Secretary of State, Foreign Corp. Section, State House, Boston, a certificate stating that you Corporation is registered, and furnish said certificate to the Awarding Authority prior to the award.

**If a Partnership: (Name all partners)**

Name of partner \_\_\_\_\_

Residence \_\_\_\_\_

Name of partner \_\_\_\_\_

Residence \_\_\_\_\_

**If an Individual:**

Name \_\_\_\_\_

Residence \_\_\_\_\_

**If an Individual** doing business under a firm's name:

Name of Firm \_\_\_\_\_

Name of Individual \_\_\_\_\_

Business Address \_\_\_\_\_

Residence \_\_\_\_\_

Date \_\_\_\_\_

Name of Bidder \_\_\_\_\_

By \_\_\_\_\_

Signature

\_\_\_\_\_

Title

Business Address \_\_\_\_\_ (POST OFFICE BOX NUMBER NOT ACCEPTABLE)

\_\_\_\_\_

City	State	Telephone Number	Today's Date
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**PROVIDE THREE (3) SERVICE APPROPRIATE REFERENCES**

1. Company Name:

Address:

Contact Name:

Phone #

Type of service/product provided to this Company:

Dollar value of service provided to this Company:

2. Company Name:

Address:

Contact Name:

Phone #

Type of service/product provided to this Company:

Dollar value of service provided to this Company:

3. Company Name:

Address:

Contact Name:

Phone #

Type of service/product provided to this Company:

Dollar value of service provided to this Company:

**NOTE**

**Failure to submit any of the required documents, in this or in other sections, with your bid response package will be cause for the disqualification of your company.**

**WEEKLY PAYROLL RECORDS REPORT &  
STATEMENT OF COMPLIANCE**

In accordance with Massachusetts General Law c. 149, §27B, a true and accurate record must be kept of all persons employed on the public works project for which the enclosed rates have been provided, A Payroll Form has been printed on the reverse of this page and includes all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the contract.

In addition, every contractor and subcontractor is required to submit, on a weekly basis, a copy of his or her weekly payroll records to the awarding authority. For every week in which an apprentice is employed, a photocopy of the apprentice's identification card must be attached to the payroll report. Once collected, the awarding authority is also required to preserve those reports for three years.

In addition, each such contractor, subcontractor, or public body shall furnish to the awarding authority directly, within fifteen days after completion of its portion of the work, a statement, executed by the contractor, subcontractor or public body who supervises the payment of wages, in the following form:

---

**STATEMENT OF COMPLIANCE**

\_\_\_\_\_, 200\_\_

I \_\_\_\_\_, \_\_\_\_\_  
(Name of signatory party) (Title)

I do hereby state that I pay or supervise the payment of the persons employed by

\_\_\_\_\_ on the \_\_\_\_\_  
(Contractor, subcontractor or public body) (Building or project)

and that all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said project have been paid in accordance with wages determined under the provisions of sections twenty-six and twenty-seven of chapter one hundred and forty nine of the General Laws.

Signature \_\_\_\_\_, Title \_\_\_\_\_

Print \_\_\_\_\_



**RIGHT TO KNOW LAW**

Any vendor who receives an order or orders resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to M.G.L. c. 111F, §§8,9 and 10 and the regulations contained in 441 CMR 21.06 when deliveries are made. The vendor agrees to deliver all containers properly labeled pursuant to M.G.L. c. 111F §7 and regulations contained in 441 CMR 21.05. Failure to furnish MSDS and/or labels on each container may result in civil or criminal penalties, including bid debarment and action to prevent the vendor from selling said substances, or mixtures containing said substances within the Commonwealth. All vendors furnishing substances or mixtures subject to Chapter 111F or M.G.L. are cautioned to obtain and read the laws, rules and regulations referenced above. Copies may be obtained from the State House Bookstore, Secretary of State, State House, Room 117, Boston, MA (617) 727-2834.

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Authorized Signature Indicating Compliance with the Right-to-know laws:

---

Signature

Date

---

Print Name

**NOTE**

Failure to submit any of the required documents, in this or in other sections, with your bid response package may cause the disqualification of your proposal.



**DEBARMENT CERTIFICATION**

In connection with this bid and all procurement transactions, by signature thereon, the respondent certifies that neither the company nor its principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts, procurement or non procurement programs from the Commonwealth of Massachusetts, the US Federal Government and /or the City of Waltham. "Principals" means officers, directors, owners, partners and persons having primary interest, management or supervisory responsibilities with the business entity. Vendors shall provide immediate written notification to the Purchasing Agent of the City of Waltham at any time during the period of the contract of prior to the contract award if the vendor learns of any changed condition with regards to the debarment of the company or its officers. This certification is a material representation of fact upon which reliance will be placed when making the business award. If at any time it is determined that the vendor knowingly misrepresented this certification, in addition to other legal remedies available to the city of Waltham, the contract will be cancelled and the award revoked.

---

Company Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_, State \_\_\_\_\_, Zip Code \_\_\_\_\_

Phone Number (\_\_\_\_) \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Signed by Authorized Company Representative:

\_\_\_\_\_

Print name \_\_\_\_\_,

Date \_\_\_\_\_

## 10 HOURS OSHA TRAINING CONFIRMATION

Chapter 306 of the Acts of 2004

CONSTRUCTION PROJECTS

AN ACT RELATIVE TO THE HEALTH AND SAFETY ON PUBLIC

The undersigned hereby certifies that all employees to be employed at a worksite for construction, reconstruction, alteration, remodeling, repair, installation, demolition, maintenance or repair of any public work or any public building estimated to cost more than \$10,000.00 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 payroll report for each employee and will comply with all laws and regulations applicable to awards of subcontracts subject to section 44F.

Company Name: \_\_\_\_\_

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

Signature: \_\_\_\_\_

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

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

\_\_\_\_\_  
Date

*See Chapter 306 of the Acts of 2004*

### **NOTE**

**Failure to submit any of the required documents, in this or in other sections, with your bid response package will be cause for the disqualification of your company.**

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

Fill Out This  
Section

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	
<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional) Chief Procurement Officer Purchasing Department, City of Waltham 610 Main Street Waltham, MA 02452
City, state, and ZIP code	
List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>									
<b>Employer identification number</b>									

Fill out this sect.  
either SS or FID

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign & Date

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

# **BID PRICE FORM**

Please note that the indicated quantities are approximate.

854.100	30,000 SF	PAVEMENT MARKINGS REMOVAL <hr/> PER SQUARE FOOT	Unit Price	Extended Price
860.040	3,400 SF	PAVEMENT ARROWS AND LEGENDS REFLECT. WHITE THERMOPLASTIC <hr/> PER SQUARE FOOT	Unit Price	Extended Price
864.050	60 EA	SHARROW DECAL OR EPOXY <hr/> EACH	Unit Price	Extended Price
865.100	22,000 SF	CROSSWALKS AND STOP LINES REFLECT. WHITE THERMOPLASTIC <hr/> PER SQUARE FOOT	Unit Price	Extended Price
866.040	22,000 FT	4 IN. REFLECTORIZED WHITE LINE THERMOPLASTIC <hr/> PER FOOT	Unit Price	Extended Price
867.040	74,000 FT	4 IN. REFLECTORIZED YELLOW LINE THERMOPLASTIC <hr/> PER FOOT	Unit Price	Extended Price
868.000	200 SF	GORE LINES REFLECTORIZED WHITE THERMOPLASTIC <hr/> PER SQUARE FOOT	Unit Price	Extended Price
868.104	4400 FT	4 IN. DURABLE WET REFLECTIVE RECESSED WHITE LINE THERMOPLASTIC <hr/> PER LINEAR FOOT	Unit Price	Extended Price
868.112	4400 FT	12 IN. DURABLE WET REFLECTIVE RECESSED WHITE LINE THERMOPLASTIC <hr/> PER LINEAR FOOT	Unit Price	Extended Price
869.104	14,800 SF	4 IN. DURABLE WET REFLECTIVE RECESSED YELLOW LINE THERMOPLASTIC <hr/> PER SQUARE FOOT	Unit Price	Extended Price
869.000	200 SF	GORE LINES REFLECTORIZED YELLOW THERMOPLASTIC <hr/> PER SQUARE FOOT	Unit Price	Extended Price

999.001	\$30,000	TRAFFIC POLICE (ALLOWANCE)  <hr/> ALLOWANCE	<b>Unit Price</b>  1	<b>Extended Price</b>  \$30,000
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**Grand Total**      \$ \_\_\_\_\_

It is understood and agreed that the quantities set forth in the Bid are provided for bid comparison only and the actual quantity of work to be done may vary, as determined by the OWNER. The CONTRACTOR agrees that they shall neither have nor assert any claim for or be entitled to any additional compensation for damages or for loss of anticipated profits on work that is eliminated.

All unit prices quoted herein shall be firm for the duration of this Contract, regardless of any changes in the cost of materials and labor.

In accordance with Massachusetts General Laws, the undersigned certifies that the bidder has filed all state tax returns and paid all state taxes required by law.

In accordance with Massachusetts General Laws, the undersigned certifies that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by OSHA that is at least 10 hours in duration at the time the employee begins work and shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.

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**Company recognizes receipt of addenda # \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,**

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

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

Authorized Signature: \_\_\_\_\_

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

E-Mail: \_\_\_\_\_

Phone: \_\_\_\_\_

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