INVITATION TO BID

IN-PLACE HOT MIX ASPHALT

The Town of Lincoln will accept bids for the supply and placement of Pavement Milling/Reclaiming and Hot Mix Asphalt. The term for the contract for the supply of In-Place Bituminous Concrete will be for 9 months.

All contractors must be prequalified by the Massachusetts Department of Transportation (MassDOT) in accordance with 720 CMR 5.00 “Prequalification of Contractors”. An approval form from the Massachusetts Highway Department must be presented to the Town when the Contractor wishes to pick up a set of specifications for this project.

Bid specifications may be picked up at the Lincoln Public Works Office located at 30 Lewis Street, Lincoln, Massachusetts, Monday through Friday 7:30 a.m. to 4:00 p.m., or obtained on-line at www.lincolntown.org.

Bids for In-Place Hot Mix Asphalt can be mailed to the Lincoln Public Works Office or delivered directly to the Public Works Office at 30 Lewis Street. The due date for all bids is Friday, September 4, 2020 by 2:00 PM, at which time they shall be opened and read.

The Town of Lincoln reserves the right to reject any or all bids if it is found to be in the Town’s best interest. The Town of Lincoln also reserves the right to waive any minor formalities.

Should there be any questions regarding this Invitation to Bid please contact the Lincoln Public Works Office at 781-259-8999.

TOWN OF LINCOLN
BID SPECIFICATIONS FOR IN-PLACE HOT MIX ASPHALT

The Town of Lincoln will accept bids for the supply and placement of Pavement Milling/Reclaiming, and In-Place Hot Mix Asphalt. The term of the contract for the supply of the In-Place Hot Mix Asphalt will be for 9 months.

All Contractors must be prequalified by the MassDOT in accordance with 720 CMR 5.00 “Prequalification of Contractors”. An approval form from the Massachusetts Highway Department must be included as part of the bid response submittal.

The Town of Lincoln intends to make an award to the lowest responsive and responsible bidder within thirty business days of the acceptance of the bids.

The Town of Lincoln reserves the right to reject any or all bids if it is found to be in the Town’s best interest. The Town of Lincoln also reserves the right to waive any minor informalities.

All bids for In-Place Hot Mix Asphalt must comply with the following conditions:

1. Bids for In-Place Hot Mix Asphalt are due on Friday, September 4, 2020 at 2:00 P.M. At the DPW Office at 30 Lewis Street, Lincoln. At this time, they will be opened and read.

2. Bid Response Sheet – The bidder shall include on the Bid Response Sheet unit prices for each of the items they are able to supply as well as his name, address, telephone number and social security number or federal identification number. In addition, the bidder will provide a list of three current customers, preferably municipalities.

3. All bids must be accompanied by a bid deposit in the form of a bid bond, a certified check, or a treasurer’s check or a cashier’s check issued by, a responsible bank or trust company, payable to the Town of Lincoln. The amount of such bid deposit shall be five percent of the value of the bid assuming the volume of Milling/Reclaiming and In-Place Bituminous Concrete projected in this specification.

4. The successful bidder for In-Place application of Bituminous Concrete shall, within ten working days of the award, obtain a payment bond in an amount not less than one half of the value of the bid.

5. The Town of Lincoln will make an award to the lowest responsive and responsible bidder for each item within 30 days of the acceptance of the bids. The responsive bidder will be the one who meets all submission requirements and the responsible bidder will be determined through reference checks and previous experiences.

6. Bidders understand that the volumes provided for determining annual costs are estimates only. Actual quantities may vary. The Contractor will be responsible for providing the Town with quantity slips the day the paving occurs.
7. The Town of Lincoln reserves the right to reject any or all bids if it’s found to be in the Town’s interest to do so. The Town of Lincoln also reserves the right to waive minor informalities.

8. The Terms and Conditions of the Contract are spelled out in the Invitation to Bid, the Bid Specifications, on the Bid Response Sheet, and in the attached sample contract, all of which will be part of the Contract Documents. The successful bidder will be acknowledged with a letter of award, which will be signed by both parties. This letter will also become part of the Contract Documents.

9. **The Contract shall commence on or about September 9, 2020 and shall remain in effect through June 9, 2021.**

10. Prevailing wage rates apply on this project. Please refer to the attached rates.

11. Police Details, as required, will be provided by the Town.

12. The Contractor shall make every effort to pave the roads as soon as possible after the pavement milling or reclaiming. In no case shall a road remain in milled / reclaimed condition more than three (3) weeks.

13. The Contractor shall ensure a safe work zone both during and after work activities. Upon termination of work each day, the Contractor shall inspect the work site to ensure that it is safe for travel and free from defects.

14. All work zones shall be set up in conformance with the most current edition of the “Manual on Uniform Traffic Control Devices” (MUTCD) as amended by MassDOT.

15. A listing of the roadways to be Milled/Reclaimed, and paved is attached to these Contract Documents.

16. **Material Specifications:**

   A. The projected volume of Milling/Reclaiming and Hot Mix Asphalt found in this Contract is an estimate only. The actual volume may be different.

   B. All Pavement Milling/Reclaiming and Placed Hot Mix Asphalt shall conform to the applicable requirements and provisions of the Commonwealth of Massachusetts, Standard Specifications for Highway and Bridges, published by the MassDOT 2020 Edition including any and all addenda and supplemental Specifications. This includes binder.

   C. An emulsion, bituminous tack coat **shall be applied** according to the MassDOT Specifications, and the cost shall be included in the cost for the Bituminous Concrete.

   D. The finished area shall be completed in a workmanlike manner satisfactory to the Highway Superintendent or his authorized representative.

   E. The Contractor shall prepare the bid in accordance with the Price Adjustment for Hot Mix Asphalt Mixtures as shown on sheet S-5.
17. **Insurances:**

A. The CONTRACTOR shall obtain and maintain during the term of this Agreement the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts, and acceptable to the TOWN, as follows:

- **General Liability** of at least $1,000,000 Bodily Injury and Property Damage Liability, Combined Single Limit with a $3,000,000 Annual Aggregate Limit.
- **Automobile Liability** (applicable for any contractor who has an automobile operating exposure) of at least $1,000,000 Bodily Injury and Property Damage per accident.
- **Workers Compensation Insurance** as required by law.
- **Umbrella Liability** of at least $2,000,000/occurrence, $2,000,000/aggregate.

B. All policies shall identify the TOWN as an additional insured (except Workers’ Compensation) and shall provide that the Town shall receive written notification at least 30 days prior to the effective date of any amendment or cancellation. Certificates evidencing all such coverage’s shall be provided to the TOWN upon the execution of this Agreement. Each such certificate shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. Failure to provide or to continue in force such insurance shall be deemed a material breach of this agreement and shall be grounds for immediate termination.

18. Submitted bid must include the following pages fully completed, as well as bid deposit.

19. **Reclaiming / Grading Specifications:**

A. Please refer to attached Reclaim Detail Sheet for additional specifications on road reclaiming, Sheet S-6. For grading details for the Pierce House Driveway, refer to Sheet S-8.

B. Refer to Sheet S-7 for the Spot Pavement Repair Detail.

C. The Contractor shall take care in grading the reclaimed material to the existing drainage structures. Particular attention shall be given to those drainage structures at the low points in the road. The Lincoln DPW Department reserves the right to spot survey the low and/or other areas after the reclaim material has been graded and compacted and prior to the placement of the bituminous binder course. The Contractor shall be solely responsible to correct any puddles in the finished surface within the limits of reclamation.

D. The Contractor is responsible to take any measurements necessary and establish control prior to reclamation as needed to assure the ability to complete the grading.

E. **Contractor’s Option:** The Contractor, at their option, may complete a full depth repair instead of a reclaimed repair at any or all of the spot repair locations. Payment for full depth repair shall be at the unit price bid for reclamation and shall include sawcut, excavation, placement of dense graded crushed stone, compaction, and application of tack coat to edges and pavement. Full depth repair shall consist of 1 ½ inch wearing course over a 2 inch binder course placed over 12 inches of dense graded crushed stone.

20. Unless otherwise noted in these specifications, any adjusting of utility gates and/or structures to the final pavement grade will be considered as incidental to both the reclaiming and/or milling items and no additional compensation will be allowed. The Contractor is solely responsible for coordination with Utility Companies.
21. As stated previously, the Contractor shall ensure a safe work zone both during and after work activities. All work zones shall conform to the MUTCD as amended by MassDOT. Additionally, construction signs such as “Bump” (W8-1) and “Pavement Ends (W8-3) shall be used to indicate change in roadway surface. Other MUTCD warning signs shall be used as the Contractor deems appropriate or as directed by the Town.

22. Unless otherwise directed, the width(s) of streets reclaimed, milled, or otherwise worked on shall remain the same as existing.

23. Unless otherwise directed, all work to be performed shall be in accordance with guidelines as set in Standard Specifications for Highway and Bridges, as published in 2020 by MassDOT including all addenda.

24. It is the intent of this Agreement that the project, as identified in these Documents, be fully constructed for the agreed upon price. It is assumed that the Contractor is familiar with construction techniques and specifications in the Commonwealth of Massachusetts. It is also assumed that the Contractor apply these techniques to this project in the Town of Lincoln. Should the Contractor find any discrepancies, omissions, or errors in these documents, it will be the responsibility of the Contractor to bring this to the attention of the Town as soon as possible. The Town will not be held responsible for any work performed outside the scope of these documents. It is understood that on some occasions there may be some conditions that require work over and above the work identified within these documents. Execution of any such work shall only occur after express written approval between the Town and Contractor.

25. Should the Contractor damage any private or public property beyond the limits of this contact, the damage shall be repaired to the satisfaction of the Town as soon as reasonably possible. The Town reserves the right to withhold payment until repairs have been satisfactorily addressed.

26. The Contractor may use a small portion of the DPW site as a staging area with permission of the Department Superintendent or Forman.

27. The Contractor shall be aware that this contract includes paving work to the driveway at the Town owned Pierce House. Due to the nature of business conducted at the Pierce House, the Contractor shall make every attempt to complete this work as rapidly as possible. Neither construction activities nor leaving the drive in a gravel condition will be not be allowed during weekend days.
Price Adjustment For Hot Mix Asphalt Mixtures

This price adjustment is inserted in the contract because the national and worldwide energy situation has made the future cost of fuel unpredictable. This adjustment will provide for either additional compensation to the Contractor or repayment to the municipality depending on an increase or decrease in the average price of liquid asphalt.

This provision applies to all hot mix asphalt mixtures containing liquid asphalt. $485.00

The Base Price of Liquid Asphalt on the project will be a fixed price and shall be (V) per Ton, which includes State Tax.

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

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

The Contract Price of the Hot Mix Asphalt Mixture will be paid under the respective item in the contract. The price adjustment, as herein provided, upward and downward, will be made as work is performed, using the most recent previous price adjustment Item until the applicable Period Price is established.

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

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

No price adjustment will be allowed beyond the completion date of the contract, unless there is an approved extension of time by the municipality.
1. UNLESS OTHERWISE DIRECTED, THE CONTRACTOR SHALL MEET THE GRADE AND LINE OF EXISTING PAVEMENT EDGES AS CLOSE AS POSSIBLE WITH THE NEW PAVEMENT.

2. UNLESS OTHERWISE DIRECTED, THE CONTRACTOR SHALL PROVIDE A 2% ROADWAY CROSSSLOPE.

3. CONTRACTOR SHALL RECLAIM THE ROAD AT A 6 INCH DEPTH. ANY EXCESS MATERIAL NOT NEEDED IN ORDER TO CONFORM TO THIS CONSTRUCTION DETAIL SHALL BE REMOVED AND BECOME THE PROPERTY OF THE CONTRACTOR. ANY COSTS ASSOCIATED WITH THIS REMOVAL SHALL BE INCLUDED IN THE BID PRICE.

4. ALL RECLAIM ACTIVITIES, INCLUDING COMPACTION OF RECLAIMED MATERIAL, SHALL MEET WITH CURRENT MASS DOT SPECIFICATIONS.
NOTES

1. ALL WORK TO CONFORM TO APPLICABLE MASSDOT STANDARDS AND SPECIFICATIONS.
2. REFER TO ATTACHED TABLE FOR REPAIR TREATMENT, AREA, AND LOCATION.
3. UNLESS OTHERWISE DIRECTED, THE CONTRACTOR SHALL MEET THE GRADE AND LINE OF EXISTING PAVEMENT AND EDGES AS CLOSE AS POSSIBLE WITH THE NEW PAVEMENT.
4. UNLESS OTHERWISE DIRECTED, THE CONTRACTOR SHALL PROVIDE A 2% ROADWAY CROSS SLOPE.
5. CONTRACTOR SHALL RECLAIM THE ROAD AT A 6 INCH DEPTH. ANY EXCESS MATERIAL NOT NEEDED IN ORDER TO CONFORM TO THIS CONSTRUCTION DETAIL SHALL BE REMOVED AND BECOME PROPERTY OF THE CONTRACTOR. ANY COSTS ASSOCIATED WITH THIS REMOVAL SHALL BE INCLUDED IN THE BID PRICE. PAVING SHALL BE AS SHOWN IN THE TYPICAL SECTION.
6. SAWCUT PAVEMENT (ALLOW 6" MAX).
7. PLACE TACK COAT ON MILLED SURFACES AND SAWCUT EDGES.
8. MILLED WORK AREAS SHALL BE MILLED TO A DEPTH OF 2 INCHES AND PAVED WITH 2 INCHES OF SURFACE COURSE.

SPOT PAVEMENT REPAIR DETAIL

NOT TO SCALE
TOWN OF LINCOLN

DEPARTMENT OF PUBLIC WORKS
LEWIS STREET, P.O. BOX 6953
LINCOLN, MASSACHUSETTS 01773

D.P.W. (617) 259-8999
WATER (617) 259-8997

PIERCE HOUSE DRIVE SKETCH
Not To Scale
## BID RESPONSE SHEET
### PAVEMENT MILLING/RECLAIMING & IN-PLACE HOT MIX ASPHALT

**September 9, 2020 THROUGH June 9, 2021**

<table>
<thead>
<tr>
<th>Product</th>
<th>Quantity*</th>
<th>Price Installed</th>
<th>Product Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>6&quot; Reclaim</td>
<td>3,210 SY</td>
<td>/SY</td>
<td>$</td>
</tr>
<tr>
<td>2&quot; Mill</td>
<td>3,700 SY</td>
<td>/SY</td>
<td>$</td>
</tr>
<tr>
<td>In-Place Hot Mix Asphalt Surface Course</td>
<td>705 Tons</td>
<td>/Ton</td>
<td>$</td>
</tr>
<tr>
<td>In-Place Hot Mix Asphalt Binder Course</td>
<td>285 Tons</td>
<td>/Ton</td>
<td>$</td>
</tr>
</tbody>
</table>

**Total Contract Price:**

* Refer to attached paving plan for a listing of streets to be paved.

Please provide references:

1.)

2.)

3.)

Company Name: ____________________________

Address:____________________________________

___________________________________________

Phone Number: ______________________________

Fax Number: _________________________________

E-Mail Address: _____________________________

Signature of Authorized Agent: _______________

Print Name of Authorized Agent: _______________

Social Security or Federal I.D. Number: _______

The above signed 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.
BID RESPONSE SHEET (CONT’D)

IN-PLACE BITUMINOUS CONCRETE

Pursuant to Massachusetts General Law Chapter 62C Section 49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, have filed all State Tax Returns and have paid all State Taxes required under law.

Vendor: ____________________________________________

Address: ___________________________________________

Phone Number: _______________________________________

Signature of Authorized Agent: ___________________________

Typed Name of Authorized Agent: _________________________

Social Security or Federal Identification Number: ________
TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c49A, I certify under 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.

NAME: 

TITLE: 

NAME OF BUSINESS: 

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 person. As used in this certification, the word “person” shall mean any neutral person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

NAME: 

TITLE: 

NAME OF BUSINESS: 

R-3
AUTHORIZED OF SIGNATURE

COMPANY: ____________________________________________

ADDRESS: ____________________________________________

CITY and STATE: ________________________________________

TELEPHONE NO.: ( ) ________________________________

AUTHORIZED PARTY FOR PROPOSER MUST SIGN THE FOLLOWING IN INK:

BY: _________________________________

(signature)

PLEASE PRINT NAME AND TITLE OF SIGNER BELOW:

NAME: ____________________________________________

TITLE: ____________________________________________

NAME, SIGNATURE AND COMPANY MUST BE THE SAME ON EACH OF THE FOLLOWING PAGES OF THE PROPOSAL AS THEY APPEAR ABOVE.

INDICATE WHICH TYPE OF ORGANIZATION BELOW:

INDIVIDUAL _____ PARTNERSHIP _____ CORPORATION _____ OTHER _____

PREVAILING WAGE RATES ARE ATTACHED

R-4
Town of Lincoln

OSHA TRAINING CERTIFICATION

Pursuant to M.G.L. c.30, §39S, I certify under penalties of perjury that, to the best of my knowledge and belief, all employees I will employ on the worksite, or in work subject to this bid, have successfully completed at least ten hours of OSHA-approved training.

NAME: __________________________

TITLE: __________________________

NAME OF BUSINESS: __________________________

LABOR HARMONY CERTIFICATION

Pursuant to M.G.L. c.30, §39S, I certify under penalties of perjury that, to the best of my knowledge and belief, all employees I will furnish labor in harmony with all other elements of labor employed in the work under this bid.

NAME: __________________________

TITLE: __________________________

NAME OF BUSINESS: __________________________
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 is available from the Department of Labor Standards (DLS) at www.mass.gov/dols/pw 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.

On a weekly basis, every contractor and subcontractor is required to submit a certified copy of their weekly payroll records to the awarding authority; this includes the payroll forms and the Statement of Compliance form. The certified payroll records must be submitted either by regular mail or by e-mail to the awarding authority. Once collected, the awarding authority is required to preserve those records for three years from the date of completion of the project.

Each such contractor and subcontractor shall furnish weekly and within 15 days after completion of its portion of the work, to the awarding authority directly by first-class mail or e-mail, a statement, executed by the contractor, subcontractor or by any authorized officer thereof who supervised the payment of wages, this form, accompanied by their payroll:

STATEMENT OF COMPLIANCE

________________________, 20________

I, ____________________________ (Name of signatory party) ____________________________ (Title)
do hereby state:
That I pay or supervise the payment of the persons employed by ____________________________ (Contractor, subcontractor or public body) on the ____________________________ (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 ____________________________
MASSACHUSETTS WEEKLY CERTIFIED PAYROLL REPORT FORM

<table>
<thead>
<tr>
<th>Company's Name:</th>
<th>Address:</th>
<th>Phone No.:</th>
<th>Payroll No.:</th>
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</thead>
</table>

<table>
<thead>
<tr>
<th>Employer's Signature:</th>
<th>Title:</th>
<th>Contract No.:</th>
<th>Tax Payee ID Number</th>
<th>Work Week Ending:</th>
</tr>
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<table>
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<tr>
<th>Awarding Authority's Name:</th>
<th>Public Works Project Name:</th>
<th>Public Works Project Location:</th>
<th>Min. Wage Rate Sheet Number</th>
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</thead>
</table>

<table>
<thead>
<tr>
<th>General / Prime Contractor's Name:</th>
<th>Subcontractor's Name:</th>
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</thead>
</table>

<table>
<thead>
<tr>
<th>&quot;Employer&quot; Hourly Fringe Benefit Contributions</th>
</tr>
</thead>
<tbody>
<tr>
<td>(B+C+D+E)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Employee Name &amp; Complete Address</th>
<th>Work Classification:</th>
<th>Employee is OSHA 10 certified (?)</th>
<th>Appr. Rate (%)</th>
<th>Hours Worked</th>
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<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Su</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project Hours (A)</th>
<th>Hourly Base Wage (B)</th>
<th>Health &amp; Welfare Insurance (C)</th>
<th>ERISA Pension Plan (D)</th>
<th>Supp. Unemp. (E)</th>
<th>Total Hourly Prev. Wage (F)</th>
<th>Project Gross Wages (G)</th>
<th>Check No. (H)</th>
</tr>
</thead>
</table>

Are all apprentice employees identified above currently registered with the MA DLS's Division of Apprentice Standards?

For all apprentices performing work during the reporting period, attach a copy of the apprentice identification card issued by the Massachusetts Department of Labor Standards / Division of Apprentice Standards.

NOTE: Pursuant to MGL c. 149, s. 27B, every contractor and subcontractor is required to submit a true and accurate copy of their certified weekly payroll records to the awarding authority by first-class mail or e-mail. In addition, each weekly payroll must be accompanied by a statement of compliance signed by the employer. Failure to comply may result in the commencement of a criminal action or the issuance of a civil citation.

Page ________ of _________
1. **Pierce House Driveway**
Classification: Driveway

6" Reclaim, Shape, Grade, Compact, Remove Excess Material as Required
Area: Segment of Road

\[(329' \times 19')(\text{Entrance}) + (543' \times 18')(\text{Circle}) + (25' \times 18')(\text{Apron}) = 16,475 \text{ SF}\]

Add 10% Misc., 16,475 SF x 10% = 18,100 SF = 2,010 SY

\[\text{SAY} = 2,010 \text{ SY (6" Reclaim)}\]

\[
\begin{align*}
1 \ 1/2" \ & \text{Binder Course} \\
18,100 \text{ SF} \times \frac{1.5}{12} & = 2,262 \text{ CF} \\
2,262 \text{ CF} \times \frac{150}{2000} & = 169 \text{ Tons} \\
\text{SAY} & = 180 \text{ Tons (Binder Course)}
\end{align*}
\]

\[
\begin{align*}
1 \ 1/2" \ & \text{Surface Course} \\
18,100 \text{ SF} \times \frac{1.5}{12} & = 2,262 \text{ CF} \\
2,262 \text{ CF} \times \frac{150}{2000} & = 169 \text{ Tons} \\
\text{SAY} & = 180 \text{ Tons (Surface Course)}
\end{align*}
\]
2. **Pavement Reclaim Segments**

6" Reclaim, Shape, Grade, Compact, Remove Excess Material  
Area: Various Segments of Town Roadways (See Attached Sheet for Locations)

Reclaim:

1 1/2" Binder Course  
10,800 SF \( \times \frac{1.5}{12} = 1,350 \text{ CF} \)  
1,350 CF \( \times \frac{150}{2000} = 101 \text{ Tons} \)  
\( \text{SAY} = 1,200 \text{ SY (6" Reclaim)} \)

1 1/2" Surface Course  
10,800 SF \( \times \frac{1.5}{12} = 1,350 \text{ CF} \)  
1,350 CF \( \times \frac{150}{2000} = 101 \text{ Tons} \)  
\( \text{SAY} = 105 \text{ Tons (Binder Course)} \)

3. **Pavement Milling Segments**

2" Mill  
Area: Various Segments of Town Roadways (See Attached Sheet for Locations)

Mill:

\( 2" \text{ Surface Course} \)  
33,300 SF \( \times \frac{2.0}{12} = 5,550 \text{ CF} \)  
5,550 CF \( \times \frac{150}{2000} = 416 \text{ Tons} \)  
\( \text{SAY} = 3,700 \text{ SY (2" Mill)} \)

\( 2" \text{ Surface Course} \)  
33,300 SF \( \times \frac{2.0}{12} = 5,550 \text{ CF} \)  
5,550 CF \( \times \frac{150}{2000} = 416 \text{ Tons} \)  
\( \text{SAY} = 420 \text{ Tons (Surface Course)} \)
SUMMARY:

6" Reclaim

\[2,010 \text{ SY (Pierce House)} + 1,200 \text{ (Various Road Segments)} = \underline{3,210 \text{ SY}}\]

2 Inch Mill

Various Road Segments
\[= \underline{3,700 \text{ SY}}\]

Binder Course

\[180 \text{ Tons (Pierce House)} + 105 \text{ Tons (Various Reclaim Road Segments)} = \underline{285 \text{ Tons}}\]

Surface Course

\[180 \text{ Tons (Pierce House)} + 105 \text{ Tons (Various Reclaim Road Segments)} + 420 \text{ Tons (Various Milled Road Segments)} = \underline{705 \text{ Tons}}\]
<table>
<thead>
<tr>
<th>RANK</th>
<th>LOCATION</th>
<th>RECLAIM (SY)</th>
<th>Mill (SY)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Lincoln Road NB, Between Codman Rd. &amp; First Drive (280’ by 8’)</td>
<td>249</td>
<td>N.A.</td>
</tr>
<tr>
<td>2</td>
<td>Lincoln Road SB, Between Doherty’s Garage &amp; Codman Rd. (500’ by 8’)</td>
<td>445</td>
<td>N.A.</td>
</tr>
<tr>
<td>3</td>
<td>Lincoln Road NB, Between #127 &amp; #128 (165’ by 8’)</td>
<td>147</td>
<td>N.A.</td>
</tr>
<tr>
<td>4</td>
<td>Lincoln Road NB, At #117 (115’ by 8’)</td>
<td>N.A.</td>
<td>102</td>
</tr>
<tr>
<td>5</td>
<td>Lincoln Road NB, Between #104 &amp; #102 (120’ by 8’)</td>
<td>N.A.</td>
<td>107</td>
</tr>
<tr>
<td>6</td>
<td>Lincoln Road NB, Between Todd Pond Rd. &amp; Pole # 24/45 (210’ by 8’)</td>
<td>187</td>
<td>N.A.</td>
</tr>
<tr>
<td>7</td>
<td>Lincoln Road NB, At #108 (115’ by 8’)</td>
<td>N.A.</td>
<td>102</td>
</tr>
<tr>
<td>8</td>
<td>Concord Road (Route 126) NB, At Farrar Rd. (45’ by 13’)</td>
<td>N.A.</td>
<td>65</td>
</tr>
<tr>
<td>9</td>
<td>Concord Road (Route 126) NB, At #227 (125’ by 13’)</td>
<td>N.A.</td>
<td>181</td>
</tr>
<tr>
<td>10</td>
<td>Concord Road (Route 126) SB, At #227 (395’ by 13’)</td>
<td>N.A.</td>
<td>571</td>
</tr>
<tr>
<td>11</td>
<td>Concord Road (Route 126) SB, Between Cedar Rd. &amp; Hillside Rd. (100’ by 8’)</td>
<td>N.A.</td>
<td>89</td>
</tr>
<tr>
<td>12</td>
<td>Concord Road (Route 126) NB Between #177 &amp; 173 (175’ by 4’)</td>
<td>N.A.</td>
<td>78</td>
</tr>
<tr>
<td>13</td>
<td>Concord Road (Route 126) SB, Near #216 (40’ by 8’)</td>
<td>N.A.</td>
<td>36</td>
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<tr>
<td>14</td>
<td>Concord Road (Route 126) SB, Between # 177 &amp; 173 (150’ by 4’)</td>
<td>N.A.</td>
<td>67</td>
</tr>
<tr>
<td>15</td>
<td>Concord Road (Route 126) NB, Near #167 (115’ by 8’)</td>
<td>N.A.</td>
<td>102</td>
</tr>
<tr>
<td></td>
<td>Location Description</td>
<td>Volume</td>
<td>Damage</td>
</tr>
<tr>
<td>---</td>
<td>----------------------------------------------------------------</td>
<td>--------</td>
<td>--------</td>
</tr>
<tr>
<td>16</td>
<td>Concord Road (Route 126) SB, At Codman Rd. (40’ by 4’)</td>
<td>N.A.</td>
<td>18</td>
</tr>
<tr>
<td>17</td>
<td>Concord Road (Route 126) NB, Near Codman Rd. (175’ by 4’)</td>
<td>N.A.</td>
<td>78</td>
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<tr>
<td>18</td>
<td>Concord Road (Route 126) NB, At #140 (50’ by 8’)</td>
<td>N.A.</td>
<td>44</td>
</tr>
<tr>
<td>19</td>
<td>Concord Road (Route 126) NB, Near Old Concord Rd. (125’ by 8’)</td>
<td>N.A.</td>
<td>111</td>
</tr>
<tr>
<td>20</td>
<td>Concord Road (Route 126) NB, At Old Concord Rd. (50’ by 8’)</td>
<td>N.A.</td>
<td>44</td>
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<tr>
<td>21</td>
<td>Concord Road (Route 126) NB, At Old Concord Rd. (180’ by 4’)</td>
<td>N.A.</td>
<td>80</td>
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<tr>
<td>22</td>
<td>Concord Road (Route 126) NB, North of Old Concord Rd. (100’ by 4’)</td>
<td>N.A.</td>
<td>44</td>
</tr>
<tr>
<td>23</td>
<td>Concord Road (Route 126) NB, South of Baker Bridge Rd. (85’ by 4’)</td>
<td>N.A.</td>
<td>38</td>
</tr>
<tr>
<td>24</td>
<td>Concord Road (Route 126) NB, South of Baker Farm Rd. (60’ by 4’)</td>
<td>N.A.</td>
<td>27</td>
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<tr>
<td>25</td>
<td>South Great Rd. (Route 117) WB, At Canoe Landing (360’ by 8’)</td>
<td>N.A.</td>
<td>320</td>
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<tr>
<td>26</td>
<td>South Great Rd. (Route 117) EB, West of Mt. Misery (195’ by 8’)</td>
<td>N.A.</td>
<td>173</td>
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<tr>
<td>27</td>
<td>South Great Rd. (Route 117) EB, At Mt. Misery (630’ by 8’)</td>
<td>N.A.</td>
<td>560</td>
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<tr>
<td>28</td>
<td>South Great Rd. (Route 117) EB, At #345 (160’ by 15’)</td>
<td>N.A.</td>
<td>267</td>
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<tr>
<td></td>
<td>Misc. Locations as Directed by Lincoln DPW</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>TOTAL</td>
<td>1,200</td>
<td>3,700</td>
</tr>
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</table>
SAMPLE CONTRACT
TOWN OF LINCOLN, MASSACHUSETTS

AGREEMENT

THIS AGREEMENT made this ___ day of ___, 20___ by and between the TOWN of Lincoln, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at 16 Lincoln Road, Lincoln, Massachusetts, hereinafter referred to as the “TOWN”, and __________________ of __________, __, hereinafter referred to as the “CONTRACTOR”.

WITNESSETH:

WHEREAS, the TOWN invited the submission of proposals for the __________________________, hereinafter “the Project”; and

WHEREAS, the CONTRACTOR submitted a Proposal to

__________________________

and the TOWN has decided to award the contract therefor to the CONTRACTOR.

NOW, THEREFORE, the TOWN and the CONTRACTOR agree as follows:

1. CONTRACT DOCUMENTS. The Contract Documents consist of this Agreement, the Invitation For Bid, and the CONTRACTOR’s Bid. The Contract Documents constitute the entire Agreement between the parties concerning the work, and all are as fully a part of this Agreement as if attached hereto.

2. THE WORK. The Work consists of

__________________________

as defined in the contractor proposal and in the Scope of Work.

3. TERM OF CONTRACT. This Agreement shall be in effect from date of signing and shall expire on ___________________, unless extended by written agreement of both parties, or unless terminated earlier pursuant to the terms hereof.

4. COMPENSATION. The TOWN shall pay, as full compensation for items and/or services furnished and delivered in carrying out this Agreement. The total contract price shall not exceed $__________________________.

5. PAYMENT OF COMPENSATION. The TOWN shall make payments within thirty (30) days after its receipt of each invoice.

6. LIABILITY OF THE TOWN. The TOWN’s liability hereunder shall be to make all payments when they shall become due, and the TOWN shall be under no further
obligation or liability. Nothing in this Agreement shall be construed to render the TOWN or any elected or appointed official or employee of the TOWN, or their successors in office, personally liable for any obligation under this Agreement.

7. INDEPENDENT CONTRACTOR. The CONTRACTOR acknowledges and agrees that it is acting as an independent CONTRACTOR for all work and services rendered pursuant to this Agreement, and shall not be considered an employee or agent of the TOWN for any purpose.

8. INDEMNIFICATION. The CONTRACTOR shall indemnify, defend, and hold the TOWN harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney’s fees, arising out of the CONTRACTOR’s breach of this Agreement or the negligence or misconduct of the CONTRACTOR, or the CONTRACTOR’s agents or employees.

9. INSURANCE. A. The CONTRACTOR shall obtain and maintain during the term of this Agreement the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts, and acceptable to the TOWN, as follows:

- **General Liability** of at least $1,000,000 Bodily Injury and Property Damage Liability, Combined Single Limit with a $3,000,000 Annual Aggregate Limit.
- **Automobile Liability** (applicable for any contractor who has an automobile operating exposure) of at least $1,000,000 Bodily Injury and Property Damage per accident.
- **Workers' Compensation Insurance** as required by law.
- **Umbrella Liability** of at least $2,000,000/occurrence, $2,000,000/aggregate.

B. All policies shall identify the TOWN as an additional insured (except Workers' Compensation) and shall provide that the TOWN shall receive written notification at least 30 days prior to the effective date of any amendment or cancellation. Certificates evidencing all such coverages shall be provided to the TOWN upon the execution of this Agreement. Each such certificate shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Agreement and shall be grounds for immediate termination.

10. ASSIGNMENT. The CONTRACTOR shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the TOWN, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the TOWN.

11. TERMINATION. A. Termination for Cause. If at any time during the term of this Agreement the TOWN determines that the CONTRACTOR has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform
the work to the satisfaction of the TOWN, or by not complying with the direction of the TOWN or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the TOWN shall notify the CONTRACTOR in writing stating therein the nature of the alleged breach and directing the CONTRACTOR to cure such breach within ten (10) days. The CONTRACTOR specifically agrees that it shall indemnify and hold the TOWN harmless from any loss, damage, cost, charge, expense or claim arising out of our resulting from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the CONTRACTOR fails to cure said breach within ten (10) days, the TOWN may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice thereof to the CONTRACTOR specifying the effective date of the termination. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the TOWN may have against the CONTRACTOR up to the date of such termination, and the CONTRACTOR shall be liable to the TOWN for any amount which it may be required to pay in excess of the compensation provided herein in order to complete the work specified herein in a timely manner. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN.

B. Termination for Convenience. The TOWN may terminate this Agreement at any time for convenience by providing the CONTRACTOR written notice specifying therein the termination date which shall not be sooner than ten days from the issuance of said notice. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN, such payment not to exceed the fair value of the services provided hereunder.

12. INSPECTION AND REPORTS. The TOWN shall have the right at any time to inspect the work of the CONTRACTOR, including the right to enter upon any property owned or occupied by CONTRACTOR, whether situated within or beyond the limits of the TOWN. Whenever requested, CONTRACTOR shall immediately furnish to the TOWN full and complete written reports of his operation under this Contract in such detail and with such information as the TOWN may request.

13. SUCCESSOR AND ASSIGNS. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the TOWN nor the CONTRACTOR shall assign or transfer any interest in the Agreement without the written consent of the other.

14. COMPLIANCE WITH LAWS. The CONTRACTOR shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the work provided pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.
15. **NOTICE.** Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.

16. **SEVERABILITY.** If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

17. **GOVERNING LAW.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the CONTRACTOR submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

18. **ENTIRE AGREEMENT.** This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

I certify that an appropriation is available for this contract.

Town Accountant

TOWN OF LINCOLN, MA

Signature

Title

CONTRACTOR:

(Signature)

(Title)