INVITATION TO BID

REPAIR OF THE PIERCE PARK / LINCOLN ROAD STONE RETAINING WALL

The Town of Lincoln will accept bids for the Repair of the Pierce Park / Lincoln Road Stone Retaining Wall. The term for the contract for this Project will be for 9 months.

Bid specifications may be obtained on-line at www.lincolntown.org.

Bids for this project 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 18, 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 informalities.

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 REPAIR OF THE PIERCE PARK / LINCOLN ROAD STONE RETAINING WALL

The Town of Lincoln will accept bids for the Repair of the Pierce Park / Lincoln Road Stone Retaining Wall. The term of the contract for this Project will be for 9 months.

The Town of Lincoln will 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 Repair of the Pierce Park / Lincoln Road Stone Retaining Wall must comply with the following conditions:

1. Bids for Repair of the Pierce Park / Lincoln Road Stone Retaining Wall project are due on Friday, September 18, 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 prices for each of the items the bidder is able to supply as well as the bidder’s 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. The successful bidder for Pocket Park Improvement & Maintenance of Cobble Traffic Islands shall, within ten working days of the award, obtain a payment by bond in an amount not less than one half of the value of the bid.

4. The Town of Lincoln will make an award to the lowest responsible and reasonable bidder for the Total Contract Price 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.

5. Bidders understand that the quantities provided for determining annual costs are estimates only. Actual quantities may vary. The Contractor will be responsible for providing the Town with quantity slips as required.

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

7. 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.
8. The Contract shall commence on or about September 23, 2020 and shall remain in effect through Project Completion or June 23, 2021.

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

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

11. The Contractor shall ensure a safe construction work area 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.

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

13. Submitted bid must include this entire bid document with the following pages fully completed.

14. Specifications for Repair of the Pierce Park / Lincoln Road Stone Retaining Wall:

A. The retaining wall to be repaired is located between Lincoln Road and Pierce Park across from No. 7 Lincoln Road in the vicinity of utility pole #4.

B. The Town of Lincoln values the high quality of stone walls located along Public Ways throughout Town. The repaired wall shall be similar in appearance and a high standard of care shall be used during construction for workmanship and materials as is evident in the well-constructed walls at many locations in Town.

C. Bidding Contractors are strongly advised to field review all areas of work prior to submitting a bid.

D. Under the Lump Sum Cost for Item is:
   a. Complete repair of approximately 380 square feet of existing stone retaining wall.
   b. Finished wall shall match the current grades, lines, and appearance of the original and surrounding wall.
   c. Supply of all required construction equipment, supplies, and materials needed to complete the project.
   d. Contractor shall re-use any adjacent displaced stones in the repaired wall. Any new, supplemental stones shall match the existing stones as closely as possible. The Contractor can use stones from the DPW yard if approved by the DPW Superintendent.
   e. Concrete used shall be of the type typically used in stone retaining walls.

E. It is understood that some unknowns may exist on this project. It will be the responsibility of the Contractor to immediately inform the DPW Superintendent of any such conditions outside this scope of work. At which time, the construction shall be reviewed and a decision between the Contractor and Superintendent determined.
15. Insurances:
   A. The CONTRACTOR shall obtain and maintain during the term of this Agreement the insurance coverage from 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.

16. 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 State 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.

17. 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.

18. The Contractor may use a small portion of the DPW site as a staging area with permission of the Department Superintendent or Forman.
# BID RESPONSE SHEET

**REPAIR OF THE PIRECE PARK / LINCOLN ROAD STONE RETAINING WALL**  
*September 23, 2020 THROUGH June 23, 2021*

<table>
<thead>
<tr>
<th>Product</th>
<th>Quantity</th>
<th>Price Installed</th>
<th>Product Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Repair of the Pierce Park / Lincoln Road Stone Retaining Wall</td>
<td>1 LS</td>
<td>$ /LS</td>
<td></td>
</tr>
</tbody>
</table>

**Total Contract Price: $**

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.
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: ____________________________
AUTHORIZATION 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
Town of Lincoln

OSHA TRAINING CERTIFICATION

Pursuant to M.G.L. c30, §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. c30, §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 ____________________________ 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 ___________________________________________

05/14
### MASSACHUSETTS WEEKLY CERTIFIED PAYROLL REPORT FORM

**Company's Name:**

**Address:**

**Phone No.:**

**Payroll No.:**

**Employer's Signature:**

**Title:**

**Contract No.:**

**Tax Payer ID Number:**

**Work Week Ending:**

**Awarding Authority's Name:**

**Public Works Project Name:**

**Public Works Project Location:**

**Min. Wage Rate Sheet Number:**

**General / Prime Contractor's Name:**

**Subcontractor's Name:**

**"Employer" Hourly Fringe Benefit Contributions**

<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>
<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>Total Gross Wages (G)</th>
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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. 278, 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.

**Date Received by Awarding Authority**

/ /
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 such 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)