



**TOWN OF HOLLISTON
DEPARTMENT OF PUBLIC WORKS - HIGHWAY**

**63 Arch Street
Holliston, MA 01746**

**508-429-0616
April 8, 2024**

INVITATION FOR BID

MILLING - OVERLAY - RECLAMATION PROJECTS

TOWN OF HOLLISTON

The Town of Holliston DPW - Highway is seeking sealed bids for various Milling (Cold Planing), Overlay (Paving) and Reclamation projects throughout the Town of Holliston for FY25 (July 1, 2024 to June 30, 2025). Contractors are invited to submit sealed bids no later than 10:00 AM on May 2, 2024 at the Town Administrator's Office, Town Hall at 703 Washington Street, Holliston, MA 01746. The bid opening will be at 10:00 AM on May 2, 2024.

Information regarding this IFB may be obtained from the Chief Procurement Officer at Holliston Town Hall, 703 Washington Street, Holliston, MA 01746 on or after April 8, 2024 during normal business hours Monday, Wednesday, Thursday 8:30 am to 4:30 pm; Tuesday 8:30 am to 7:00 PM; Friday 8:30 am to 12:00 pm. Information is also available on The Town of Holliston website:

<https://www.townofholliston.us/town-links/pages/procurement-legal-notice>

MassDOT Prequalification Requirement: Prospective Bidders must be prequalified by MassDOT in accordance with 720 CMR 5.00, "Prequalification of Contractors". Bids received by Contractors not on the official or waiver contractor lists issued by the MassDOT Prequalification Office will be considered not qualified and their bid will not be opened.

Please review the enclosed Scope of Services and provide any questions in writing to Robert Walker at the Holliston Highway Department, 63 Arch Street, Holliston, MA 01746 before 3:00 p.m. on April 25, 2024 or via email to Robert Walker at: walkerr@holliston.k12.ma.us

The Town of Holliston reserves the right to accept or reject any or all bids and to award the project in a manner which is deemed to be in the interests of the Town of Holliston.

Date Issued:

April 8, 2024

Post to Town's Web Page:

April 8, 2024

Post Town Hall:

April 8, 2024

Central Register Publication & COMMBUYS:

April 8, 2024

Sealed Bid Submission and Response Date:

May 2, 2024 at 10AM

GENERAL REQUIREMENTS:

1. INTENT

The Town of Holliston is seeking sealed bids to provide labor and materials for Milling (Cold Planing), Overlay (Paving) and Reclamation of various roadways throughout the Town of Holliston for fiscal year 2025 (July 1, 2024 to June 30, 2025). The Town will award the contract to the lowest responsive and responsible bidder. The Town reserves the right to reject any and all bids as determined to be in the best interests of the Town. Unless sooner rejected or accepted, all bid proposals must be firm and continue in effect for ninety (90) calendar days following the date of bid opening.

2. CONTRACT TERMS AND CONDITIONS

The successful Bidder must enter into the Town's Standard Form Agreement, attached hereto.

3. QUESTIONS REGARDING BID

3.1 Any prospective contractor (bidder) requesting an interpretation of existing specifications of terms and conditions must do so in writing by April 25, 2024, addressed to Robert Walker at the Holliston Highway Department, 63 Arch Street, Holliston, MA 01746 or via email to Robert Walker at: walkerr@holliston.k12.ma.us

3.2 The Bidder should be familiar with all of the IFB requirements and Bid Documents before submitting their bid in order to prevent misunderstanding. Bidders shall promptly raise the issue of any ambiguity, inconsistency, or error which they may discover in the Bid Documents, specifications, at the work site, or any other conditions which may apply. No allowance will be made for any claim where the underlying bid was based on incomplete information.

3.3 Inquiries shall be directed to Robert Walker at the Holliston Highway Department. Bidders should note that oral communications are not binding on the Town and only written responses by the Town may be considered by Bidders. All requests/questions must be submitted in writing. Questions may be delivered by mail to Robert Walker at the Holliston Highway Department, 63 Arch Street, Holliston, MA 01746 or via email to Robert Walker at: walkerr@holliston.k12.ma.us by the deadline. Questions that may be asked during a pre-bid conference, if any, should also be sent in writing in order to receive an official response. Requests properly presented that, in the sole opinion of the Town, require interpretation, correction, or change in the Bid Documents may result in an issuance of an Addendum to the Bid Documents. Such Addendum shall then become part of the contract. The Town will forward all their responses to all persons who are on record as having received the bid package. Questions received after the deadline for such will be met with no response unless the Town, in its sole discretion, determines it is necessary to respond.

4. ADDENDA

In the event changes/additions are made to this IFB, an addendum will be issued to all persons on record as having received the bid package.

5. BID MODIFICATIONS OR WITHDRAWALS

Bids may be corrected, modified, or withdrawn prior to the submission deadline. After the submission deadline, bids may not be changed. Minor mistakes may be waived by the Town.

6. PREMATURE OPENING OF A BID

The Town will not be responsible for the premature opening of any bid not properly identified. The Town may reject bids which are incomplete, not properly endorsed or signed, or which are otherwise contrary to these instructions.

7. UNEXPECTED CLOSURES OR DELAYS

If, at the time of the scheduled bid submission deadline, the designated location for delivery and opening of the bids is closed due to uncontrollable events such as fire, snow, ice, wind, building evacuation, COVID-19 or other, the deadline will be postponed to TBD. In such event, bids will be accepted at the same location until said date and time.

8. LATE SUBMISSIONS

LATE BIDS WILL NOT BE CONSIDERED. The Town assumes no responsibility for late submissions due to mail, courier, delivery or any other problems.

9. REJECTION OF BIDS

The bid must satisfy all requirements to be considered for award. Failure to complete the required forms, answer any questions, or provide the required documentation will result in the bid being deemed NON-RESPONSIVE and will result in rejection by the Town unless it is determined, solely by the Town, that any such failure constitutes a minor informality that can be corrected without prejudice to other bidders.

10. TAXES

Purchases made by the Town are exempt from the payment of all Federal and State taxes. If requested, the Town will provide the successful bidder with a copy of the Certificate of Exemption.

11. CONTRACT AWARD

The Town reserves the right to waive all minor informalities and reject any and all bids as determined to be in the best interests of the Town.

The Town of Holliston will review all bids and will award a contract to the lowest responsive and responsible bidder. The lowest responsive and responsible bidder shall be awarded the contract based upon the total bid price provided in their bid. Upon bidder selection, the Town will mail or email the contract to be executed by the Bidder, who will return the required number of original copies with the required insurance information.

Unless otherwise noted by the Town, the terms and conditions of the contract are not negotiable.

12. PREVAILING WAGE

Pursuant to Massachusetts General Laws, chapter 149, sections 26 and 27, the Division of Occupational Safety (formerly the Department of Labor and Industries) has determined the Prevailing Wage Rates for this work. The enclosed rates apply only to this work. The Prevailing Wage shall become part of the contract signed between the successful bidder and the awarding authority or the contract is invalid. Prevailing Wages must be paid to all persons employed on the public works project, regardless of whether they are employed by the successful bidder or a subcontractor. The wage rates issued for each project shall be paid for the entire project.

- a. Payroll records must be kept by the successful bidder for all persons employed on the project. A separate Statement of Compliance must be submitted to the Division of Occupational Safety by every employer, including all prime contractors and subcontractors, when its portion of the work is completed. The enclosed form entitled "Weekly Payroll Records Report and Statement of Compliance" clearly details these requirements. A certified payroll record must be submitted to the Office of the Town Administrator for each week work is performed for the Town under this contract.

13. PAYMENT BOND

Within ten (10) days of receipt of notice of contract award, the successful bidder shall provide a payment bond 50% of the amount of the contract. Upon execution of the contract, the successful bidder shall be expected to commence work immediately and proceed in a timely and efficient manner until project completion and acceptance by the Town.

13. OSHA CERTIFICATION

Successful bidder must comply with Chapter 306 of the Acts of 2004 § 1. (3) and shall certify that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and **SECTION 2** (3) that all employees to be employed in the work subject to this bid 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. (b) Any employee found on a worksite subject to this section without documentation of successful completion of 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 shall be subject to immediate removal.

SUBMISSION REQUIREMENTS:

1. Bids are to be addressed as follows: Milling, Overlay and Reclamation Projects - Town of Holliston, Administrator's Office, Town Hall, 703 Washington Street, Holliston, MA 01746.
 2. Bids are to be sealed and clearly marked: "Milling, Overlay and Reclamation Projects – Holliston, MA"
 3. Bidder should acknowledge all addenda to this IFB, if any.
 4. Bidder must submit a completed Bid Form, signed by an individual authorized to contractually bind the Bidder. All prices must include costs for delivery. No price adjustments will be allowed. Fuel or vehicle surcharges will not be allowed.
 5. Bids shall be accompanied by a bid deposit of not less than five (5%) percent of the value of the proposed work and made payable to the Town of Holliston, the Awarding Authority. Bidders are reminded that the bid deposit covers the Town for damages when a bidder withdraws its bid after the bid submission date. Be advised that to the extent permitted by the law the Town will retain all bid deposits for withdrawn bids.
 6. Bids must be received and time stamped no later than the deadline stated in the **Invitation for Bids in Brief**. LATE BIDS WILL NOT BE CONSIDERED.
 7. Bidder must provide a minimum of three (3) references for whom they have completed contracts for work similar in size and scope to this project within the last five (5) years. For each reference, provide customer's name, contact person, address, telephone number, and a brief description of the services provided.
 8. Comprehensive commercial general liability insurance with limits of at least \$1 Million per occurrence and \$3 Million annual aggregate for property damage and \$1 Million per person and \$3 Million per occurrence for bodily injury, which shall include the Town of Holliston as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.
- Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$500,000 per person, and \$1 Million per accident.

9. Bids must include the following forms completed and signed:

Certificate of Good Faith and Non-Collusion;

Certification Regarding Labor Harmony and OSHA Training;

*Certificate of Good Standing for Corporation or Certificate of Legal Existence for LLC
from Secretary of Commonwealth;*

Certificate of Tax Compliance;

Certification of Signatures

*If Corporation: need President's signature or Clerk's Certificate dated no more than 2
years ago, with Corporate Seal affixed (see attached form)*

If LLC: need Manager signature or signed vote of the LLC

Itemized Bid Price Form

GENERAL REQUIREMENTS FOR BIDS

DEFINITION IN TERMS

Wherever in these specifications or documents the following terms are used, the intent and meaning shall be interpreted as follows:

BIDDER – any individual, firm, or corporation submitting a bid or proposal for the work contemplated.

CONTRACTOR – the person, firm, or corporation designated as the successful bidder undertaking the work under the terms specified herein and liable for the acceptable quality of materials furnished or work performed.

DELIVERED PRICE – bid price includes cost of delivery to a designated site within the Town.

ENGINEER – the authorized representative of the Town, responsible for acceptance of the work or materials. The contract documents will designate the engineer.

F.O.B. PRICE – bid price based upon the Town picking up the material at the location designated by the bidder.

IN-PLACE PRICE – bid price for furnishing and installing materials, in place, as described in the technical specifications.

SHOWN ON THE DRAWING, ON THE PLANS – shall mean as shown on the drawing (or plans) or as directed by the engineer.

SPECIFICATIONS – the directions, provisions and requirements contained or referred herein. Unless otherwise specified herein, the work shall conform to Mass. DPW Section 460 and subsequent supplements to the July 2020 Standard Specifications.

LEGAL OBLIGATION AND INSURANCE – (“IN PLACE” WORK)

1. All “in-place” bids shall include minimum wage rates as determined by the Massachusetts Commission of Labor and Industries. A copy is attached hereto.
2. Each contractor or subcontractor shall furnish to the Commissioner of Labor and Industries within 15 days after completion of its portion of the work, a statement, executed by the contractor, subcontractor, or public body, or by any authorized officer or employee of the contractor, subcontractor, or public body who supervised the payment of wages. The statement of compliance is in Chapter 149, Section 27B of the General Laws.

REQUIREMENTS FOR BIDS.

1. The contractor shall, at his own expense, preserve and protect from injury all property, either public or private, along and adjacent to the work, and he shall be responsible for and repair at his own expense any and all damage and injury thereto. He shall exercise special care during his operations to avoid injury to underground structures such as water or gas mains, pipes, conduits, manholes, catch basins, etc. When necessary, the contractor shall cooperate with representatives of public service companies in order to avoid damage to their structures by furnishing and/or erecting suitable supports, props, shoring, or other means of protection. Fire hydrants adjacent to the work shall at all times be kept readily accessible to fire apparatus, and no material or other obstructions shall be placed within a radius of ten (10) feet of a fire hydrant. Fire hydrants shall not be used by the contractor without the written permission of the Town.
2. Land monuments and property marks shall be carefully protected and if necessary to remove the same, he shall do so only at the engineer's discretion and after an authorized agent has witnessed or otherwise referenced their location. The contractor shall not injure or remove trees or shrubs without proper authority. Insofar as possible, the contractor shall confine his movements and operations to the area within the limits of the location and the area outside the scope of the work shall not be disturbed except as directed.
3. The contractor shall indemnify and save harmless the Town and all of its representatives from all suits, actions, or claims of any character brought on account of any injuries or damages sustained, prior to the acceptance by the Town of the work, by any person or property in consequence of any neglect in safeguarding the work; or through the use of unacceptable materials in the construction of the work; or on account of misuse, storage, or handling of explosives; or on account of any claims on amounts recovered for any infringement on patent, trade-mark, or copyright; or from any claims or amounts arising or recovered under the Workmen's Compensation Laws; or from any claims arising from the violation of any law, bylaw, ordinance, regulation, order, or decree whether by the contractor himself, his subcontractors, or by his or their employees.
4. The contractor shall be responsible for all damage or injury to property or any character during the prosecution of the work resulting from any act, omission, neglect, or misconduct in the manner or method of executing the work satisfactorily or due to the non-execution of the work or at any time due to defective work or materials and said responsibility shall continue until the work has been completed and accepted.

PROSECUTION AND PROGRESS

1. Unless a schedule is established by the Special Provisions, the work will be scheduled by mutual agreement between the Town and the contractor.
2. Failure to perform the work or supply the materials in conformance with the specifications, shall be ground for the Town to cancel the contract.
3. **The contractor will be fully responsible for all *costs* associated with traffic control and clean-up including signage and traffic control personnel (Police Details and/or State Certified Flaggers).** Traffic will not be detoured or rerouted without the express consent of the engineer. No streets will be closed to traffic without the express consent of the engineer. No excavation shall remain open during non-working hours without the consent of the engineer.

MEASUREMENT AND PAYMENT FOR MATERIALS

1. The method of measurement for payment, and definition of pay items is included in the Technical Specifications.
2. Payment will be made upon completion of all or part of the work, within 15 days of receipt of an invoice, subject to approval of measured quantities.

SPECIAL PROVISIONS

1. Description of the Work
2. Control of Work – The work will be inspected by the Highway Superintendent or his agent. No work requiring the full time inspection of the Town, or the witnessing of tests or the verification of quantities will be scheduled for Saturday, Sunday, or holidays without the written authorization of the Highway Superintendent. Control of grades before and during construction will be the responsibility of the contractor. The contractor is responsible to insure that all roadway areas and gutter lines drain.
3. Salvage Material – All excavated material not used in the work will become the property of the contractor, unless requested to remain within the Town by the Highway Superintendent.
4. Scheduling of Work – The successful bidder will meet with the engineer to review the areas to be repaired. A mutually acceptable schedule will be established to attempt to assure that the contractor will have a full day's work each working day requested by the Town. The contractor will respond to work within two weeks of verbal notice.
5. Time Schedule –
6. Prosecution of the Work - **The contractor will be fully responsible for all costs associated with traffic control and clean-up including signage and traffic control personnel (Police Details and/or State Certified Flaggers).** Traffic will not be detoured or rerouted without the express consent of the engineer. No streets will be closed to traffic without the express consent of the engineer. No excavation shall remain open during non-working hours without the consent of the engineer.
7. Measurements – The milling of existing pavements will be measured by the square yard of prepared surface area. Payment will be made at the unit price or prices bid per square yard and will be full compensation for all labor and equipment necessary to perform the work described in the Technical Specifications. Installation of any bituminous concrete will be measured by the ton "in place". Adjustments to drainage structures will be measured by the unit price per casting.
8. Acceptance – Any work, in the judgment of the engineer, not in conformance with the technical specifications shall be rectified by the contractor, at no additional cost to the Town.
9. Total Quantities – This contract will be awarded on the Total Bid, based on the unit price, as indicated on the Bid Form.
10. Wage Rates – In keeping with the minimum wage rates as predetermined by the Commissioner of Labor and Industries in accordance with the provisions of

Massachusetts General Laws, Chapter 149, Section 27F. Charts are available from the Highway Department upon request.

11. Extension to Contract – This contract may be extended for a period up to two years at the sole discretion of the Town of Holliston.

TECHNICAL SPECIFICATIONS MILLINGS AND OVERLAYS

Equipment: The equipment furnished by the contractor shall be maintained and in good repair at all times.

1. The equipment for removing the asphalt concrete pavement shall be a commercially designed and manufactured machine capable of performing the work in a manner satisfactory to the Town of Holliston.
2. The machine shall be power-operated and self-propelled, and shall have sufficient power, traction and stability to remove a thickness of bituminous surface to a specified depth, and provide a uniform profile and cross slope. The machine shall be capable of accurately and automatically establishing profile grades (within +/- 1/8") along each edge of the machine by referencing from the existing pavements by means of a ski or matching shoe.
3. The planing or milling machine shall be adjustable as to crown and depth of cut. A cut to a predetermined grade or any specified lesser depth up to 3" may be required to be made in one pass. Variable lacing patterns shall be provided to permit a rough grooved surface as required. It shall have an operating range from 10 – 40 ft. per minute and designed so that the operator can at all times observe the planing operation from the control area. Pneumatic rubber tire mounted equipment shall be used only for trimming and edging operations.

Construction Equipment

1. Before the surface course is installed, existing pavement shall be cold planed in areas deemed necessary by the Town of Holliston.
2. The planed surface shall conform generally to the grades and cross slope required, and shall be free from tears, gouging, broken or excessively grooved pavement. Planed surfaces shall be free from imperfections that might hinder the application of new surfacing following this operation.
3. The surface texture and depth of cut shall be as required and in all cases, shall be acceptable to receive traffic in the event that resurfacing is delayed due to inclement weather or other causes. If the road is to remain open to traffic, longitudinal vertical drop-offs in excess of 2" at a lane line or at centerline shall not be left overnight. Planed areas shall be squared off for the full width of the cut at the end of each working day and temporary adjustments shall be made at driveways and intersecting streets for the convenience of vehicular traffic.

Construction Equipment, continued

Transverse faces existing at the end of a work period should be tapered in a manner approved by the engineer to avoid a hazard for traffic. Before opening the milled surface to traffic, all loose material shall be removed from the milled surface and swept with a power broom. A legal disposal of the removed material off the site shall be provided to the Town upon request without additional cost; All disposal of Millings is contractor's responsibility.

No pavement cuttings shall remain on the project at the end of each work day, except as approved by the Town of Holliston.

4. A temporary bituminous concrete ramp shall be placed at any butt joint before traffic is allowed to use the excavated area, unless otherwise directed by the Highway Superintendent. The bituminous concrete ramp shall be sloped at no greater than ¼" per foot. The bituminous material shall be paid for by the Town of Holliston under the bituminous item. Payment for the removal of the ramp will be included in the square yard price for the initial bituminous concrete excavation by cold planer with no additional compensation.
5. The contractor shall also have the necessary auxiliary milling machinery to perform the required curb trimming and miscellaneous trimming around structures to reduce the amount of hand labor necessary to prepare the roadway foundation.
6. **The Town requires that all paving be completed within 30 days of roadway Milling.**
7. Measurement of bituminous concrete excavation by cold planer will be done on a square yard basis.
8. Payment of bituminous concrete excavation by cold planer will be made at the contract unit price per square yard, which shall be full compensation for all materials, labor, tools and equipment to perform the work.

SPECIAL PROVISIONS BITUMINOUS PAVEMENT

BITUMINOUS SURFACE COURSE – The bituminous surface course shall be measured by the ton, as indicated on weigh bills for each load delivered to the site and used in the work. Payment will be made at the unit price bid per ton for bituminous surface course and will be full compensation for all material, labor and equipment necessary, including furnishing the mixture, spreading, compacting, grade control, installation of monolithic berm as requested by the Deputy DPW Director and all else necessary to complete the work.

DRAINAGE STRUCTURES ADJUSTED – Each type of structure shall be measured by the unit, in place. Payment will be made at the unit prices bid per each for each structure listed in the proposal and will be full compensation for all materials, labor and equipment necessary to complete the work, including excavation, concrete, blocks, brick, stone, mortar pipe connection, and all else to complete the work. No adjustments shall be paid for unless pre-approved by the engineer.

DRAINAGE STRUCTURES REBUILT – Any drainage structure as determined by the engineer that will require more than sixteen (16) inches of masonry to be rebuilt will be paid for at the unit price "Drainage Structure Rebuilt". Said payment shall be full compensation for all materials, labor and equipment necessary to complete the work including excavation, concrete blocks, bricks, stone, mortar pipe connections, adjusting and setting castings, backfill and compaction, and all else necessary to complete the work.

BASE PRICE - The Base Price of liquid asphalt is a fixed price determined by the Department at the time of the bid using the same method as the determination of the Period Price detailed below. The Base Price shall be used in all bids. Period Price The Period Price is the price of liquid asphalt for each monthly period as determined by the Department using the average selling price per standard ton of PG 64-28 paving grade (primary binder classification) asphalt, FOB manufacturer's terminal, as listed under the "East Coast Market - New England, Boston, Massachusetts area" section of the Poten & Partners, Inc. "Asphalt Weekly Monitor". This average selling price is listed in the issue having a publication date of the second Friday of the month and will be posted as the Period Price for that month. The Department will post this Period Price on its website at <http://www.mhd.state.ma.us/> within two (2) business days following its receipt of the relevant issue of the "Asphalt Weekly Monitor". Poten and Partners has granted the Department the right to publish this specific asphalt price information sourced from the Asphalt Weekly Monitor. This method of period price determination was formerly called the New Asphalt Period Price Method. Separate website postings using both the New Asphalt Period Price Method and the Old Asphalt Period Price Method were discontinued after June 2013.

BITUMINOUS SURFACE COURSE

General. This work shall consist of supplying and installing a single layer of hot-mix bituminous pavement on prepared binder course or existing pavement in close conformity with the lines and grades. Unless otherwise specified herein, the work shall conform to Mass. DPW Section 460 and subsequent supplements to the July 2020 Standard Specifications. **The Town requires that all paving be completed within 30 days of roadway Milling and paving of the Binder Course will be completed within 3 to 5 days of Reclamation being completed.**

Materials

General. General composition limits of the mixture requested by the Town shall conform to Mass. DPW Section M3.11, Class I Bituminous Concrete.

Fine Aggregate. Fine aggregate shall consist of a blend of natural sand and at least 15% crushed stone screenings.

Construction Methods

General. Construction procedures shall generally conform to Mass DPW Section 460, Class I Bituminous Concrete Pavement. The equipment for spreading and finishing shall be mechanical, self-powered paver, capable of spreading and finishing the mixture to true line, grade and crown by means of fully automated controls for both longitude and transverse slope to a width of twenty feet (20') without any seam and be capable of installing bituminous concrete type "A" berm.

Grades. The contractor will be responsible for all grade control, to insure proper drainage of stormwater including checking and maintaining the grade of castings adjusted by others (Water and Gas). Still water areas will become the responsibility of the contractor.

Edges. Unless otherwise shown on the drawings, the edge of overlay pavement terminating onto an existing paved surface – limit of work to meet existing pavement grades. Shall have a "cut-edge" joint, conforming to the details shown on the drawings, resulting in a minimum 1 inch thick layer of new bituminous surface course.

All faces of curbs, castings, etc. to be paved shall be brushed with RS-1 Tack Coat immediately prior to paving.

BITUMINOUS TACK COAT

This work shall consist of supplying and applying bituminous material to previously prepared existing pavements to be overlaid and each layer of new bituminous course, if more than 12 hours elapses between new layers, in accordance with these specifications applied at the rate specified by the engineer.

Quantity of Material. The approximate amount of bituminous material for the tack coat shall be 0.05 to 0.20 gallons per square yard.

Materials

Bituminous Material. The bituminous material to be used for the tack coat shall be rapid-set asphalt, emulsion grade RS-1, conforming to the requirements conforming to AASHTO M140. Application temperature shall be 75 – 130 degrees F.

Construction Methods

Weather Limitations. The tack coat shall be applied only when the existing surface is dry, when the atmospheric temperature is above 60 degrees F., and when the weather is not foggy or rainy. The temperature requirements may be waived, but only when so directed by the engineer.

Equipment. The equipment used by the contractor shall include a self-powered pressure bituminous material distributor and equipment for heating bituminous material.

The distributor shall have pneumatic tires of such width and number that the load produced on the surface shall not exceed 650 pounds per inch of tire width and it shall be designed, equipped, and operated so that bituminous material at even heat may be applied uniformly on variable widths of surface at readily controlled rates from 0.05 to 0.2 gallons per square yard. The material shall be applied within a pressure range of 25-75 pounds per square inch and with an allowable variation from any specified rate not to exceed 5%. Distributor equipment shall include a tachometer, pressure gauges, volume-measuring devices, and thermometer for reading temperatures of tank contents.

Application of Bituminous Material. Immediately before applying the tack coat, the full width of surface to be treated shall be swept with a power broom to remove all loose dirt and other objectionable material.

The application of the bituminous material shall be made by means of a pressure distributor at the pressure, temperature, and in the amounts directed by the engineer. Following the application, the surface shall be allowed to cure without being disturbed for such period of time as may be necessary to permit drying out and setting of the tack coat. This period shall be determined by the engineer. The surface shall then be maintained by the contractor until the next course has been placed.

Suitable precautions shall be taken by the contractor to protect the surface against damage during this interval, including any sand necessary to blot up excess bituminous material.

Bituminous Material Contractor's Responsibility. Samples of the bituminous material that the contractor proposes to use, together with a statement as to its source and character, must be submitted and approved before use of such material begins. The contractor shall require the manufacturer or producer of the bituminous material to furnish material subject to this and all other pertinent requirements of the contract. Only satisfactory materials so demonstrated by service tests, will be acceptable.

The contractor shall furnish vendor's certified test reports for each carload, or equivalent, of bituminous material shipped to the project. The report shall be delivered to the engineer before permission is granted for use of the material. The furnishing of the vendor's certified test report for the bituminous material shall not be interpreted as a basis for final acceptance. All such test reports may be subject to verification by testing samples of material received for use on the project.

SPECIFICATIONS RECLAMATION

1. Description of the Work – The work shall consist of In Place Recycling as described in the Technical Specifications below. **The Town requires that paving of the Binder Course will be completed within 3 to 5 days of Reclamation being completed.**
2. Control of Work – The work will be inspected by the Highway Superintendent or his agent. No work requiring the full time inspection of the Town, or the witnessing of tests or the verification of quantities will be scheduled for Saturday, Sunday, or holidays without the written authorization of the Highway Superintendent. Control of grades before and during construction will be the responsibility of the contractor. The contractor is responsible to insure that all roadway areas and gutter lines drain.
3. Salvage Material – All excavated material not used in the work will become the property of the contractor.
4. In Place Recycling – The depths and gradation requirements for the in place recycling of bituminous pavement and gravel base as stabilization base course under this contract shall be as follows:

Depths

Average existing bituminous concrete: 1 ¾" – 3"
 Average soil: 3 ¼" – 6"
 Average total depth: 5" – 9"

Gradation

| <u>Sieve Size</u> | <u>Blend (% passing)</u> |
|-------------------|--------------------------|
| 3" | 100 |
| 2" | 90 - 100 |
| 1" | 75 - 100 |
| ½" | 65 - 95 |
| #4 | 45 - 70 |
| #40 | 20 - 45 |
| #200 | 3 - 12 |

Asphalt Content 1% - 2%

(Alternate) Liquid Calcium Chloride Application – The Town shall reserve the right to choose as an option if it so desires to require liquid calcium chloride application at the bid price per square yard, and is not to be included in the total of bid. It shall be applied at .75 gallon per square yard and to be mixed with the recycled borrow to the required depth of the work. Following the completion of fine grading and compaction, an additional .25 gallon per square yard shall be applied directly to the surface.

5. Erosion Control – The contractor will be fully responsible for erosion control in wetland areas, as determined by the Holliston Conservation Commission.

6. Measurements – The recycling of existing pavements and bases into a compacted, stabilized base will be measured by the square yard of prepared surface area. Payment will be made at the unit price or prices bid per square yard and will be full compensation for all material, labor and equipment necessary to perform the work described in the Technical Specification, including scarifying, crushing, mixing, grading, watering, compacting, testing and all else incidental to the work described to prepare a stabilized base for the placement of a bituminous pavement.
7. Acceptance – Any work, in the judgment of the engineer, not in conformance with the technical specifications regarding quality of materials or workmanship, shall be removed and replaced by the contractor, at no additional cost to the Town.
8. Total Quantities – This contract will be awarded on the Total Bid, based on the unit price, as indicated on the Bid Form.
9. Excess Material - Absolutely no excess material shall be left on shoulders of the road (wind rows)

TECHNICAL SPECIFICATIONS RECLAMATION

Description

This work shall consist of scarifying, pulverizing, mixing, regrading, compacting, fine grading and otherwise preparing the existing roadway for the placing of a bituminous concrete surface.

Material

No materials are required for this process.

Gravel material to be used for backfilling unsuitable areas shall be gravel base course as specified elsewhere in these Specifications.

Equipment

Crusher/Mixer: The work shall be performed by machine or machines specified below specifically designed to crush and fracture bituminous pavement and small cobbles in gravel base course, and blend the crushed material into a homogenous mass. In general, a road planer or cold milling machine does not have the capability of achieving the specified gradations. A CMI 500 or larger shall be required.

Compactors: Rollers and small compactors for use around structures shall be as required to attain the density specified.

Construction Methods

Preparation: All proposed drainage work shall be completed, and excavations backfilled and compacted, before the recycling process begins. Existing castings on structures to remain shall be adjusted to grade.

Approval of Equipment: As soon as possible following the award of this contract, the contractor shall submit to the engineer a full description of his planned recycling operation, including the equipment to be used. Information to be provided shall include a history of similar work performed by the equipment proposed.

Test Section: The engineer may require that a test section of 100 square yards be fully prepared as herein specified to demonstrate the contractor's capability of performing the work. Test sections will be located on site, and if prepared successfully will be measured and paid for.

Unsuitable Material: If, during the course of the recycling operation, unanticipated sections of unsuitable material are encountered, the unsuitable material will be removed and disposed of off-site. The engineer will mark the limits of unsuitable material and the contractor will excavate to the limits directed. The excavation shall be filled with compacted gravel base course. Payment will be made under the appropriate excavation and base course items.

Surplus Material: The contractor shall be responsible for grade control and assuring the grades and minimum thickness indicated are met. Some swell may be experienced during this recycling operation, and surplus material may result. The contractor shall be responsible for hauling and disposing of surplus material.

It is the intent of these specifications that all the material be used in the work, if possible. If surplus material is generated in areas of minor change to existing grade, it shall be used in fill areas on the same street, instead of additional gravel or extra binder course. There will be no extra compensation for such balancing of the material that is generated in areas of minor change to additional gravel or extra binder course. If there is a surplus of material on the street as a whole, payment will be made under the excavation item, measured loose in the truck being hauled away, unless the material can be used as fill or gravel base on another street that is part of this contract.

The contractor is responsible to insure that all roadway areas and gutter lines drain. If in the opinion of the contractor, an area will not drain, the contractor is responsible to notify the Highway Superintendent immediately in order to resolve the problem.

Final Preparation: Completed areas shall be protected until the binder course is placed. Any loose or damaged areas shall be reworked and re-compacted immediately before paving at no additional cost.

Testing: Compaction testing shall be as specified for Gravel Base Course. A gradation test of the loose material shall be conducted each day of the operation. Additional tests may be ordered by the engineer. The contractor will pay for all normal testing, and any additional tests ordered whose results show non-conformance with the Specifications. If the engineer does not require a test section, and subsequent failure of the contractor to meet this specification occurs, the omission of the test section shall in no way relieve the contractor of his responsibility to perform the work as specified herein.

Recycling: The existing road pavement shall be scarified and mixed with the base course material existing in the roadway foundation. The mixture of scarified pavement and base course material shall be crushed simultaneously by a traveling hammer mill. The simultaneous crushing shall blend the asphalt and base material into a homogenous mass, utilizing the asphalt acquired from the existing pavement as a stabilizer which shall bond the material together when compacted.

The method used shall ensure that the entire mass of material so worked shall be uniformly graded to project specifications. The required gradations and depths for each location are specified in the Special Provisions.

Grading and Compacting: After the material has been thoroughly worked as described in the above paragraph, it shall be shaped and graded to the required lines and elevations.

Water shall be applied during the entire operation to ensure optimum moisture content at the time of compaction. The restored cross-sections shall be thoroughly compacted to a dense consolidated mass not less than 95% of the maximum dry density of the material as determined by the Standard ASTM D-1557, D (Proctor Test) at optimum moisture content (See "Contractor Quality Control" section herein). The finished product shall be tested for smoothness and accuracy of grade and if any portion is found to lack required smoothness or accuracy, such portion shall be re-scarified, reshaped, re-compacted, and otherwise manipulated until the required smoothness and accuracy are obtained. The finished surface shall be even and true to the proposed lines and grades within a tolerance of 1/4" above or below the required cross sectional elevations and to a maximum irregularity not exceeding 1/4" under a 10 ft. line longitudinally. The contractor is responsible for all finished grades and is also responsible for ensuring the proper drainage of all reconstructed areas.

Maintenance of Traffic: General requirements for maintenance of traffic through the work site are specified in the General Requirements and Special Provisions sections. If a section of roadway being prepared under this section is to be opened for traffic, it shall be graded and fully compacted.

Protection of Work: The contractor will be held responsible for the protection of the castings. Any frames, grates, or covers damaged in any manner during the progress of the construction shall be replaced with new castings by the contractor, at their expense.

Prior to the actual removal of the present castings a count will be made and recorded of all castings that are in satisfactory condition for reuse. The contractor shall supply the number of castings recorded in the initial count, when they are required for reuse or when they are to be removed from the project by the owner.

(Alternate) The liquid calcium chloride application option shall have quantities recorded by tare slip and a copy shall be submitted to the Highway Superintendent at the end of each work day. Application shall follow the guidelines at stated in the "Alternate" paragraph of the Special Provisions section of this contract.

Measurement and Payment

Recycling: The recycling of existing pavements and bases into a compacted, stabilized base will be measured by the square yard of prepared surface area for each location. Payment will be made at the unit price bid per square yard and will be full compensation for all material, labor and equipment necessary to perform the work described in this section, including scarifying, crushing, mixing, grading, watering, compacting, testing and all else incidental to the work described to prepare a stabilized base for the placement of a bituminous pavement.

Drainage Structures Protected and Reset: Protecting, resetting and adjustment of structures to line and/or grade or both line and grade will be paid for at the contract unit price each under the item for drainage structure protected and reset. Payment will be full compensation for all material, labor, and equipment necessary to perform the work

described in this section, including excavations, covering the structure with a steel plate, backfill, re-excavating and setting the casting including all concrete and masonry work required.

(Alternate) Liquid Calcium Chloride Application: Payment will be made at the unit price per square yard

DRAINAGE STRUCTURES ADJUSTMENT

This section shall consist of the construction of catch basins, manholes, headwalls and other drainage structures specified herein. The work may also include the adjustment to grade, repair or reconstruction of existing drainage structures. Any drainage structures as determined by the engineer that will require more than 16 inches of masonry to be rebuilt will be paid for at the unit price of “Drainage Structure Rebuilt”.

Materials

General: Material requirements shall conform to the requirements for those materials listed in Mass. DPW 201.40.

Castings: Catch basin and manhole castings shall be as shown on the drawings, or LeBaron LK110 Manholes and LeBaron LF248-2 catch basins.

Precast Units: Catch basins and manholes may be precast concrete, all precast shall conform to ASTM:C4478.

Headwalls: Stone for stone masonry headwalls shall be locally available fieldstone.

Construction Methods

General: Unless otherwise specified herein, construction methods shall conform to Mass. DPW Section 201.

Connections: All pipe connections, including underdrains, shall be made watertight by filling voids with non shrink grout.

Backfill: Backfilling around structures shall be accomplished in one foot compacted lifts of approved material. Compaction shall be attained by mechanical means – puddling will not be permitted.

Drainage Structure Adjustment: The frames and grates of existing basins and manholes to remain shall be adjusted to the proposed grades. Existing structures are shown on the plans, with existing grate (rim) elevations. The contractor shall verify existing grades, compute proposed grades from the profiles, sections and plans, and perform the required adjustment as shown on the drawings.

The existing castings shall be removed and stored until ready for resetting. Any existing bricks and mortar shall be removed to the top of the existing block structure. The existing blocks will be inspected for damage, and any damaged blocks will be replaced by the Town or by the contractor under Supplemental Agreement.

The contractor will brush clean the interior walls of the structure, and repoint any joints as necessary. The castings shall be reset to proposed grade. Bricks and mortar shall be used on top of the existing block structure to achieve the desired grade.

Masonry Headwalls: Masonry headwalls shall be constructed where required.

Paved Waterways: Paved waterways shall be constructed where required.

Removal of Drainage Structures: Where called for on the plans, existing catch basins and manholes shall be removed in their entirety to the bottom of the floor. The excavation shall be filled with one foot compacted lifts of gravel base course material or approved material from excavations. Castings shall be salvaged and delivered to the Highway Department yard.

BID FORM
MILLING, OVERLAYS & RECLAMATION

| DESCRIPTION | UNIT PRICE | EXTENDED |
|--|----------------|----------|
| 1. Bituminous Surface Course Est. Quantity 8,500 Tons | \$ _____/Ton | \$ _____ |
| 2. Bituminous Concrete Berm Est. Quantity 5000 lf | \$ _____/lf | \$ _____ |
| 3. Roadway Milling Removal Est. Quantity 45,000 sq yd | \$ _____/sq yd | \$ _____ |
| 4. Roadway Reclamation Est. Quantity 45,000 sq yd | \$ _____/sq yd | \$ _____ |
| 5. Liquid Calcium Chloride Application Est. Quantity 45,000 sq yd | \$ _____/sq yd | \$ _____ |
| 6. Adjusted Structures Est. Quantity 50 units | \$ _____/unit | \$ _____ |
| 7. Drainage Structures Rebuilt Est. Quantity 20 units | \$ _____/unit | \$ _____ |
| 8. Concrete Curb Ramps with Cast Iron Detectable Warning Pads Est. Quantity 10 units | \$ _____/unit | \$ _____ |

Total of bid items 1 through 4, based on extended total prices:

Dollars (\$ _____)

Note: Project award is based on the total of bid items 1, 2, 3 and 4. Bid items 5, 6, 7 and 8 are considered alternates.

BID FORM
MILLING, OVERLAYS & RECLAMATION

Note:

1. All prices, except item totals, shall be stated in both words and figures. In the event of a discrepancy between the price in words and the price in figures, the words shall govern. In the event of a discrepancy between the total of the items and the total stated, the total of the items shall govern.
2. All prices shall be typewritten or written by hand in ink. Interlineation, alteration or erasure will void the bid.

Respectfully submitted:

Name

Telephone

Address

By

Date

Title

(Seal – if bid is by a corporation)

Attest

CERTIFICATION OF GOOD FAITH

The undersigned certifies under pains and penalties of perjury that this contract has been obtained 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 Contractor by:

Print Name

Title/Authority

CERTIFICATE OF NON-COLLUSION
“MILLING AND OVERLAY PROJECT WASHINGTON STREET”
HOLLISTON, MA

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.

Name of Business

Signature of Individual Corporate Name

Signature of individual submitting bid or proposal

Social Security Number or Federal Identification Number

CERTIFICATION REGARDING LABOR HARMONY AND OSHA TRAINING

The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration ("OSHA") that is at least ten (10) hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee (effective July 1, 2006); and that he will comply fully with all laws and regulations applicable to awards made subject to section forty-four A.

Name and Title of person authorized to sign Bid

Signature

Name of Business (please Print or Type)

Date: _____

CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A

_____, authorized signatory for
name of signatory _____, whose
name of contractor _____
principal place of business is at _____,
_____ does hereby certify under the pains and penalties of perjury
that _____ has paid all
name of contractor _____
Massachusetts taxes and has complied with all laws of the Commonwealth of Massachusetts
relating to taxes, reporting of employees and contractors, and withholding and remitting child
support.

Signature Date

Name

Federal Tax ID # or Social Security #

EXAMPLE CLERK'S CERTIFICATE

Action of Shareholders
Written Consent

(Date)

The undersigned, being the Shareholders of _____, a
Massachusetts Corporation (the "Corporation") entitled to vote on the action, hereby consent to
the adoption of the following votes:

VOTED: That the [President and/or the Vice President or named individual], each of them
acting singly is, authorized to execute any and all Contract Documents and to enter into and
negotiate the terms of all contracts and to accomplish same and to execute any and all documents,
instruments, and agreements in order to effectuate the transaction and that said transaction shall
be valid, binding, effective, and legally enforceable.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to
time, in the name and on behalf of the Corporation to take or cause to be taken all such action(s)
as s/he or they, as the case may be, deem necessary, appropriate or advisable to effect the
foregoing votes, as may be shown by the officer or officers execution or performance which shall
be conclusive evidence that the same is authorized by the directors of this Corporation.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to
time, in the name and on behalf of this Corporation, under its corporate seal, if desired, attested
by an appropriate officer, if desired, to execute, make oath to, acknowledge, deliver and file any
and all of the agreements, instruments, certificates and documents referred to or related to the
foregoing votes.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to
time and on behalf of this Corporation, under its corporate seal, if desired, to execute,
acknowledge and deliver any and all agreements, instruments, certificates and documents referred
to or related to the foregoing votes, with such changes as the officer or officers so acting may
deem necessary or desirable, and the signature of such officer or officers to be conclusive
evidence that the same is authorized by the directors of this Corporation.

Clerk of Corporation Certificate

I, _____ the Clerk of the foregoing corporation, do hereby certify that
the above vote was taken at a duly called meeting of the shareholders of the Corporation on
_____, 20__.

Clerk of Corporation
SEAL

**-SAMPLE-
TOWN OF HOLLISTON**

CONTRACT # _____

STATE CONTRACT # (if applicable) _____

DATE: _____

This Contract is entered into on, or as of, this date by and between the Town of Holliston,
703 Washington Street, Holliston, MA 01746 (the "Town"), and

["Contractor"]

[Contact Name for Responsible Person]

[Address of the Contractor]

[Telephone Number]

[FAX Number]

[email address]

1. This is a Contract for the procurement of the following:
(Describe the goods being purchased or attach purchase order)

This Contract for purchase includes the following delivery, installation or setup requirements [if applicable]:

2. The Contract price to be paid to the Contractor by the Town is:
[insert price]

3. Payment will be made as follows:

3.1 If any portion of the contract price is to be paid by a private citizen(s) no work shall be performed until a sum has been deposited with the Town Treasurer, upon an estimate made by the board, committee or officer having charge of the work, sufficient to cover the payment for the portion of the said work chargeable to the private citizen(s).

3.2 Fees and Reimbursable Costs combined shall not exceed \$_____ as more fully set forth in the Contractor Documents.

3.3 Final payment including any unpaid balance of the Contractor's compensation shall be due and payable when the Goods are delivered to the Town and accepted.

4. Definitions:

4.1 Contract Documents: All documents relative to the Contract including (where used) Request for Proposals and all attachments thereto, Instructions to Bidders, Proposal Form, Specifications. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

4.2 Date of Substantial Performance: The date when the goods are delivered, in accordance with Contract Documents, as modified by approved Amendments and Change Orders.

4.3 Goods: Goods, Supplies, or Materials.

5. Term of Contract and Time for Performance:

This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents on or before _____, unless extended, in writing, at the sole discretion of the Town, and not subject to assent by the Contractor. Time is of the essence for the completion of the Contract.

6. Subject to Appropriation:

Notwithstanding anything in the Contract Documents to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant. In the absence of appropriation or availability as certified herein, this Contract shall be immediately terminated without liability for damages, penalties or other charges to the Town.

7. Termination and Default:

7.1 Without Cause. The Town may terminate this Contract on seven (7) calendar days' notice when in the Town's sole discretion it determines it is in the best interests of the Town to do so, by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor. Upon termination without cause, Contractor will be paid for services rendered to the date of termination.

7.2 For Cause. If the Contractor is determined by the Town to be in default of any term or condition of this Contract, the Town may terminate this Contract on seven (7) days' notice by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor.

7.3 Default. The following shall constitute events of a default under the Contract:

(1) any material misrepresentation made by the Contractor to the Town; 2) any failure to perform any of its obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Town, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the Town as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly stated in this Contract as constituting a

basis for termination of this Contract, and (viii) failure to comply with any and all requirements of state law and/or regulations, and Town bylaw and/or regulations.

8. The Contractor's Breach and the Town's Remedies:

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be a material breach of this Contract, and the Town of Holliston shall have all the rights and remedies provided in the Contract Documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract, including "Damages" including but not limited to costs, attorney's fees or other damages resulting from said breach ("Damages") as well as specific performance, and the right to select among the remedies available to it by all of the above.

9. Statutory Compliance:

9.1 This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Contract or Contract Documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of the General Laws are incorporated by reference into this Contract.

9.2 The Contractor shall comply with all Federal, State and local laws, rules, regulations, policies and orders applicable to the Work provided pursuant to this Contract.

10. Conflict of Interest:

Both the Town and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Contract.

11. Certification of Tax Compliance

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Section 49A (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

12. Non-Discrimination/Affirmative Action

The Contractor shall carry out the obligations of this Contract in compliance with all requirements imposed by or pursuant to federal, State and local ordinances, statutes, rules and regulations and policies prohibiting discrimination in employment. Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap or sexual orientation.

13. Assignment:

The Contractor shall not assign, sublet or otherwise transfer this Contract, in whole or in part, without the prior written consent of the Town, and shall not assign any of the moneys payable under this Contract, except by and with the written consent of the Town.

14. Condition of Enforceability Against the Town:

This Contract is only binding upon, and enforceable against, the Town if: (1) the Contract is signed by a majority of the Select Board; and (2) endorsed with approval by the Town Accountant as to appropriation or availability of funds.

15. Corporate Contractor:

If the Contractor is a corporation and this Contract is being executed by a party other than its president, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the

Contract is executed by the Contractor. This Contract shall not be enforceable against the Town of Holliston unless and until the Contractor complies with this section.

16. Liability of Public Officials:

To the full extent permitted by law, no official, employee, agent or representative of the Town of Holliston shall be individually or personally liable on any obligation of the Town under this Contract.

17. Indemnification:

The Contractor hereby agrees to indemnify, defend and save harmless the Town, the Town's officers, agents and employees, from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including attorneys' fees) that may arise in whole or in part out of or in connection with the work being performed or to be performed, or out of any act or omission by the Contractor, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The Contractor hereby agrees to reimburse the Town for damage to its property caused by the Contractor, its employees, agents, subcontractors or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his, its or their use of faulty, defective, or unsuitable material or equipment, unless the damage is caused by the Town's gross negligence or willful misconduct. The Town agrees to make reasonable effort to notify the Contractor of any duty arising out of this paragraph, but failure to make timely notice will not relieve the Contractor of any duty under this paragraph.

The foregoing provisions shall not be deemed to be released, waived, limited or modified in any respect by reason of any surety or insurance provided by the Contractor under the Contract.

18. Insurance

18.1 Workers Compensation Insurance:

The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this Contract shall be a material breach of this Contract, shall operate as an immediate termination thereof, and the Contractor hereby agrees to indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

The Contractor shall furnish to the Town a certificate evidencing such insurance prior to the execution of this Contract before the same shall be binding on the parties thereto, except if specifically waived by the Town.

18.2 Other Insurance Requirements

a. Comprehensive commercial general liability insurance with limits of at least \$1 Million per occurrence and \$3 Million annual aggregate for property damage and \$1 Million per person and \$3 Million per occurrence for bodily injury, which shall include the Town of Holliston as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.

b. Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$500,000 per person, and \$1 Million per accident.

- c. All policies shall identify the Town as an additional insured. (except Workers' Compensation and Professional Liability) The Contractor must provide notice to the Town immediately upon the cancellation modification of the policy. All Certificates of Insurance shall be on the "MIIA" or "ACORD" Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses.
- d. The Contractor shall obtain and maintain during the term of this Contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town.

19. No Employment

The Contractor acknowledges and agrees that it is acting as an independent Contractor for all services rendered pursuant to this Contract, and neither the Contractor, nor its employees, agents, servants nor any person for whose conduct the Contractor is responsible shall be considered an employee or agent of the Town for any purpose and shall not file any claim or bring any action for any worker's compensation unemployment benefits and compensation for which they may otherwise be eligible as a Town employee as a result of work performed pursuant to the terms of this Contract.

20. Payment

The Town agrees to make all reasonable efforts to pay to the Contractor within thirty (30) days of receipt of an invoice detailing the work completed and acceptance from the Town of the work completed.

21. Waiver and Amendment

Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this Contract may be made only by written amendment executed by all signatories to the original Contract, prior to the effective date of the amendment.

22. Severability

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

23. Forum and Choice of Law

This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth of Massachusetts. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth of Massachusetts or the federal district court sitting in the Commonwealth of Massachusetts, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

24. Notices

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth on page 1 or furnished from time to time in writing hereafter.

25. Binding on Successors:

This Contract is binding upon the parties hereto, their successors, assigns and legal representatives (and where not corporate, the heirs and estate of the Contractor). Neither the Town nor the Contractor shall assign or transfer any interest in the Contract without the written consent of the other.

26. Entire Agreement:

This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract 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.

27. Change Orders

Change orders may not increase the contract price by more than twenty-five (25%) per cent, in compliance with General Laws Chapter 30B, §13.

IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands and executed this as an instrument under seal this the day and year first above written.

The Town of Holliston by:

The Contractor by:

Select Board Date

Signature Date

Print Name

Print Name & Title

Select Board Date

Certified as to
Appropriation/Availability of Funds:

Print Name

Town Accountant Date

Select Board Date

Print Name

Department Head Date

Print Name