

RECEIVED

APR 29 2022

TOWN OF AYER
TOWN CLERK

11:30am


Town of Ayer
Select Board
1 Main Street
Ayer, MA 01432



Tuesday May 3, 2022
Open Session Meeting Agenda

This meeting/hearing of the Ayer Select Board will be held in-person at the location provided on this notice. Members of the public are welcome to attend this in-person meeting. Please note that while an option for remote attendance and/or participation via Zoom is being provided as a courtesy to the public, the meeting/hearing will not be suspended or terminated if technological problems interrupt the virtual broadcast, unless otherwise required by law. Members of the public with particular interest in a specific item on this agenda should make plans for in-person vs. virtual attendance accordingly. This meeting will be live on Zoom and Channel 8. The public may access the proceedings by joining Zoom (Meeting ID# 897 9080 0793) or by calling (929-205-6099). For additional information about remote participation, please contact Carly Antonellis, Assistant Town Manager at atm@ayer.ma.us or 978-772-8220 ext. 100 prior to the meeting.

6:00 PM*

Call to Order

Pledge of Allegiance; Review and Approve Agenda; Announcements

Public Input

6:05 PM

Alan Manoian, Director, Community and Economic Development

Request for UDAG Funding - \$15,000 - Park Street Undergrounding of Public Utilities Design

6:10 PM

Dan Van Schalkwyk, DPW Director

1. Execution of 2022 - 2024 Paving and Road Treatment Contract
2. Drink Water Week, May 1-7, 2022

6:15 PM

Town Manager's Report

1. Administrative Update/Review of Town Warrant(s)
2. Authorization and Execution of Woodlawn Cemetery Quitclaim Deed

6:25 PM

New Business/Select Board Member Questions

6:30 PM

Approval of Meeting Minutes

April 5, 2022

6:35 PM

Adjournment

**Agenda times are for planning purposes only and do not necessarily constitute exact time.*

The next regularly scheduled meeting of the Select Board is May 17, 2022 at 6:00 PM both in-person and remote participation.

Town of Ayer

Office of Community & Economic Development (AOCED)

Town Hall - One Main Street - Ayer, MA 01432 - 978.772.8220 X141



To: Robert Pontbriand, Town Manager

From: Alan S. Manoian, Dir. AOCED

Date: 4/25/2022

Re: National Grid Request \$15,000 Design Fee - Park Street Undergrounding of Public Utilities Conceptual "High-Level" Design & Cost Estimate

A \$15,000 Design Fee is being requested by National Grid to fund the preparation of a Conceptual "High-Level" Design & Cost Estimate for the Town of Ayer in order to determine if the municipality would like to proceed to a more detailed design phase for the proposed undergrounding of current overhead public utilities along Park Street in Downtown Ayer.

The Conceptual "High-Level" Design & Cost Estimate includes National Grid staff site visits, customer loading calculations, main-line change assessments, cable loading calculations, and an underground conduit configuration. The Conceptual Design & Cost Estimate will include preliminary/tentative locations for the manholes and devices as part of the Park Street conceptual conduit layout and configuration. It is anticipated that additional funds will be required for National Grid to complete their Park Street Underground Utility Final Design.

The AOCED respectfully requests the provision of \$15,000 in (UDAG funding) to complete and deliver the National Grid Conceptual "High-Level" Design & Cost Estimate for the proposed undergrounding of current overhead public utilities along Park Street between Main Street & Groton Street.

Background:

In 2020, the Ayer Office of Community & Economic Development was successful in securing a \$108,000 MA Housing Choice Capital Grant for the Town of Ayer to fund the study and production of a design & engineering plan for the physical transformation of Park Street, between Main Street & Groton Street, into a traditional, livable, walkable, ADA compliant, safe and pleasant New England Downtown Street with sidewalks, on-street parking, lamp posts, sidewalk trees, and new high-quality multi-story/mixed-use buildings.

Green International Affiliates, Inc. of Westford was selected as the design/engineering consulting firm for the Park Street Transformational Design Project.

The final Park Street Transformational Design Project plan and associated cost estimate is required to be completed by June 30, 2022, as per Housing Choice Capital Grant contractual agreement between the Town of Ayer and the MA Executive Office of Housing & Economic Development.

Project Goals:

Delivery of a current and detailed engineering/design plan and cost estimate for the physical transformation of Park Street, between Main St. & Groton St., into a traditional & complete downtown street thereby accommodating new mixed-income residential development in Downtown Ayer and the Form-Based Code Zoning District.

The creation and provision of new, safe and ADA compliant sidewalks and traditional on-street parking along Park Street (which will require) the removal of the obstructive utility poles and the associated undergrounding of the mass of unsightly overhead utility lines.

To incentivize downtown property-owners and private-sector investors & developers for the creation and expansion of greatly needed local affordable housing within the recently adopted Downtown Ayer/Park Street Form-Based Code Zoning District and the local residential dwelling supply.

In closing, the Ayer Office of Community & Economic Development (AOCED) is prepared to provide additional project information, detail, clarification, content, etc.



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SPEED
LIMIT
25





MEMORANDUM

Date: April 28, 2022
To: Select Board
From: Dan Van Schalkwyk, P.E., Director
Subject: **Agenda Items for May 3, 2022, Select Board Meeting**

1. Execution of 2022 through 2024 Paving and Road Treatment Contract

At the April 19, 2022 Select Board meeting, the Board awarded the Contracts for 2022 through 2024 Road Paving and Treatment to PJ Albert Inc. for the road paving portion and All States Construction, Inc. for the rubberized chip seal portion. The Contractors have provided the required bonds, insurance, and signed agreements.

Requested Motion – Vote to execute the contracts for road paving with PJ Albert Inc. and the rubberized chip seal with All States Construction, Inc for FY23.

2. Drinking Water Week, May 1-7, 2022

National Drinking Water Week is May 1st through May 7th. The week is used to recognize the importance of drinking water and recognize the water professionals who work hard to provide quality drinking water for the community.

The DPW, with assistance from American Water Works Association (AWWA), has prepared a Drinking Water Week Proclamation to recognize this important resource!

SECTION 00510**AGREEMENT
(EJCDC)**

THIS AGREEMENT is by and between The Town of Ayer, Massachusetts (hereinafter called OWNER) and P.J. Albert, Inc. (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The work will consist of Road Paving and Treatment for one year with the Owner's option to extend the contract for two additional one-year periods.

ARTICLE 2 - CONTRACT TIMES*4.01 Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Liquidated Damages

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$ 500 for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \$ 500 for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 5.01.A below:

A. For all Work, at the prices stated in CONTRACTOR's Bid, attached hereto as an exhibit.

ARTICLE 6 - PAYMENT PROCEDURES*6.01 Progress Payments; Retainage*

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the last day of each month during performance of the Work as provided in paragraphs 6.01.A.1 and 6.01.A.2 below.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold:

a. 95 % of Work completed (with the balance being retainage).

- b. 95 % of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95 % of the Work completed, less such amounts as ENGINEER shall determine and less 95 % of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.02 *Final Payment*

A. Upon final completion and acceptance of the Work OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER.

ARTICLE 7 - OMITTED

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

E. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

F. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

G. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - OMITTED

ARTICLE 10 - MISCELLANEOUS

10.01 *Terms*

A. Terms used in this Agreement will have the meanings as specified.

10.02 *Assignment of Contract*

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Other Provision

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on _____, _____ (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

By: _____

By: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest _____

Attest _____

Address for giving notices:

Address for giving notices:

(If OWNER is a corporation, attach evidence of authority to sign. If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of OWNER-CONTRACTOR Agreement.)

License No. _____

(Where applicable)

Agent for service of process: _____

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative:

Designated Representative:

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Phone: _____

Phone: _____

Facsimile: _____

Facsimile: _____

END OF SECTION

Ayer, Devens, Harvard, Shirley Paving
2022 through 2024 Paving Bid
Quantities by Town

			PJ Albert Bid	Ayer					
Item	Unit	Description		2022		2023		2024	
				Quantity	Total	Quantity	Total	Quantity	Total
1	Ton	In-place pavement, top and binder	\$ 81.00	2,000	\$ 162,000.00	2,000	\$ 162,000.00	2,000	\$ 162,000.00
2	Ton	FOB, top and binder per ton	\$ 65.00	25	\$ 1,625.00	25	\$ 1,625.00	25	\$ 1,625.00
3	SY	Pavement Reclaiming	\$ 3.50	2,000	\$ 7,000.00	2,000	\$ 7,000.00	2,000	\$ 7,000.00
4	SY	Cold Planing	\$ 3.25	10,000	\$ 32,500.00	7,500	\$ 24,375.00	7,500	\$ 24,375.00
5	Each	Raise and Adjust Castings for Overlay	\$ 280.00	15	\$ 4,200.00	15	\$ 4,200.00	15	\$ 4,200.00
6	Each	Lower, Raise and Adjust Castings for Reclaiming	\$ 475.00	10	\$ 4,750.00	10	\$ 4,750.00	10	\$ 4,750.00
7	V FT.	Rebuild Manholes and Catch Basins	\$ 300.00	5	\$ 1,500.00	5	\$ 1,500.00	5	\$ 1,500.00
8	Each	New Catch Basin or Manhole Frame and Cover	\$ 600.00	3	\$ 1,800.00	3	\$ 1,800.00	3	\$ 1,800.00
9	Each	Raise and Adjust Valve Boxes	\$ 200.00	10	\$ 2,000.00	10	\$ 2,000.00	10	\$ 2,000.00
10	Ton	Install driveway aprons as required	\$ 175.00	15	\$ 2,625.00	15	\$ 2,625.00	15	\$ 2,625.00
11	SY	Bituminous Concrete Sidewalk	\$ 40.00	2,000	\$ 80,000.00		\$ -		\$ -
12	SY	Cement Concrete Sidewalk	\$ 100.00	0	\$ -	1,000	\$ 100,000.00	1,000	\$ 100,000.00
13	SY	Cement Concrete Wheelchair Ramp	\$ 110.00	0	\$ -	40	\$ 4,400.00	40	\$ 4,400.00
14	LF	Bituminous Cape Cod Berm	\$ 5.50	1,000	\$ 5,500.00	1,500	\$ 8,250.00	1,500	\$ 8,250.00
15	LF	Bituminous Curb	\$ 5.50	1,000	\$ 5,500.00	500	\$ 2,750.00	500	\$ 2,750.00
16	LF	Granite Curb - Straight	\$ 50.00	0	\$ -	1,000	\$ 50,000.00	1,000	\$ 50,000.00
17	LF	Granite Curb - Curved	\$ 55.00	0	\$ -	0	\$ -	0	\$ -
18	LF	Granite Curb - Straight Transition	\$ 55.00	0	\$ -	0	\$ -	0	\$ -
19	EACH	Granite Curb Inlet	\$ 350.00	0	\$ -	0	\$ -	0	\$ -
20	LF	Remove and Reset Granite Curbing	\$ 25.00	0	\$ -	100	\$ 2,500.00	100	\$ 2,500.00
21	LF	Furnish and install erosion control (silt fence and hay bales)	\$ 5.50	100	\$ 550.00	100	\$ 550.00	100	\$ 550.00
Total Items 1 through 21					\$ 311,550.00		\$ 380,325.00		\$ 380,325.00

SECTION 00300

FORM FOR GENERAL BID
ROAD PAVING AND TREATMENT - 2022 THOUGH 2024

AYER DEPARTMENT OF PUBLIC WORKS
DEVENS DEPARTMENT OF PUBLIC WORKS
HARVARD DEPARTMENT OF PUBLIC WORKS
SHIRLEY HIGHWAY DEPARTMENT

The following Bid is submitted to: Town of Ayer, Harvard, Shirley and Devens DPW
C/O Ayer DPW 25 Brook Street
Ayer, MA 01432

By (Contractor Name): P.J. Albert, Inc.
(Address for Giving Notice): P.O. Box 2165/ 199 Upham Street
Fitchburg, Ma 01420

A. The Undersigned proposes to furnish all labor and materials required **Road Paving And Treatment - 2022 Though 2024** Ayer, Devens, Harvard and Shirley in accordance with the accompanying specifications the contract price specified below, subject to additions and deductions according to the terms of the specifications.

B. This bid includes addenda

Number #1 (One) _____
Dated 4/4/2022 _____

C. The proposed contract price for the Base Bid including **Bid Items 1 through 21** complete is

Eight Hundred Seventy Four Thousand Nine Hundred Nine Dollars &

Fifty Cents (in Words) dollars (\$ 874,909.50) (in Figures)

Bids due April 8,
2022 1:00 PM

2022 through 2024 Road Paving and Treatment Ayer, Harvard, Shirley, Devens

Item No.	Estimated Quantity * 2022	Units	Description and Price Bid in both Words and Figures	Unit Price	Total in Figures
1	6,807	Ton	In-place pavement, top and binder <u>Eighty One</u> ___ Dollars and <u>Zero</u> Cents (\$ <u>81.00</u>) **Price adjustment see below	\$81.00	\$ 551,367.00
2	425	Ton	FOB, top and binder per ton <u>Sixty Five</u> ___ Dollars and <u>Zero</u> Cents (\$ <u>65.00</u>) **Price Adjustment see below	\$65.00	\$27,625.00
3	10,661	SY	Pavement Reclaiming <u>Three</u> ___ Dollars and <u>Fifty</u> Cents (\$ <u>3.50</u>)	\$3.50	\$37,313.50
4	22,282	SY	Cold Planing <u>Three</u> ___ Dollars and <u>Twenty Five</u> Cents (\$ <u>3.25</u>)	\$3.25	\$72,416.50
5	30	Each	Raise and Adjust Castings for Overlay <u>Two Hundred Eighty</u> ___ Dollars and <u>Zero</u> Cents (\$ <u>280.00</u>)	\$280.00	\$ 8,400.00

6	10	Each	Lower, Raise and Adjust Castings for Reclaiming <u>Four Hundred Seventy Five</u> ___ Dollars and <u>Zero</u> Cents (\$ <u>475.00</u>)	\$475.00	\$ 4,750.00-
7	5	V FT.	Rebuild Manholes and Catch Basins <u>Three Hundred</u> ___ Dollars and <u>Zero</u> Cents (\$ <u>300.00</u>)	\$300.00	\$ 1,500.00-
8	3	Each	New Catch Basin or Manhole Frame and Cover <u>Six Hundred</u> ___ Dollars and <u>Zero</u> Cents (\$ <u>600.00</u>)	\$600.00	\$ 1,800.00-
9	10	Each	Raise and Adjust Valve Boxes <u>Two Hundred</u> ___ Dollars and <u>Zero</u> Cents (\$ <u>200.00</u>)	\$200.00	\$ 2,000.00-
10	65	Ton	Install driveway aprons as required <u>One Hundred Seventy Five</u> ___ Dollars and <u>Zero</u> Cents (\$ <u>175.00</u>)	\$175.00	\$ 11,375.00
11	2,000	SY	Bituminous Concrete Sidewalk <u>Forty</u> ___ Dollars and <u>Zero</u> Cents (\$ <u>40.00</u>) **Price Adjustment See Below	\$40.00	\$ 80,000.00

12	100	SY	Cement Concrete Sidewalk One Hundred ____ Dollars and Zero Cents (\$ 100.00)	\$100.00	\$ 10,000.00
13	50	SY	Cement Concrete Wheelchair Ramp One Hundred Ten ____ Dollars and Zero Cents (\$ 110.00)	\$110.00	\$ 5,500.00-
14	1,675	LF	Bituminous Cape Cod Berm Five ____ Dollars and Fifty Cents (\$ 5.50)	\$5.50	\$ 9,212.50
15	1,000	LF	Bituminous Curb Five ____ Dollars and Fifty Cents (\$ 5.50)	\$5.50	\$ 5,500.00
16	100	LF	Granite Curb - Straight Fifty ____ Dollars and Zero Cents (\$ 50.00)	\$50.00	\$ 5,000.00
17	100	LF	Granite Curb - Curved Fifty Five ____ Dollars and Zero Cents (\$ 55.00)	\$55.00	\$ 5,500.00-
18	100	LF	Granite Curb - Straight Transition Fifty Five ____ Dollars and Zero Cents (\$ 55.00)	\$55.00	\$ 5,500.00

19	10	EACH	Granite Curb Inlet Three Hundred Fifty ____ Dollars and Zero Cents (\$ 350.00)	\$350.00	\$ 3,500.00 -
20	1,000	LF	Remove and Reset Granite Curb - Twenty Five ____ Dollars and Zero Cents (\$ 25.00)	\$25.00	\$ 25,000.00
21	300	LF	Furnish and install erosion control (silt fence and hay bales) Five ____ Dollars and Fifty Cents (\$ 5.50)	\$5.50	\$ 1,650.00 -
22	500	SY	Treated Stone Seal ____ Dollars and _____ Cents (\$ _____)		\$ -
23	58,242	SY	Rubberized Chip Seal ____ Dollars and _____ Cents (\$ _____)		\$ -
24	700	Per Gallon	Fiber reinforced crack sealing, ____ Dollars and _____ Cents (\$ _____)		\$ -
25	50,000	LF	Single Painted Traffic Lines ____ Dollars and _____ Cents (\$ _____)		\$ -

* Indeterminate quantities assumed for comparison of bids. Quantities are not guaranteed. Payment will be based on actual quantities installed/constructed.

**** Price Adjustment**

This bid contains a Price Adjustment for bituminous concrete mixtures. The base price for liquid asphalt for this bid is \$650.00 per ton (as of February 2022).

- A. The undersigned certifies under penalties of perjury that this bid in all respects is bonafide, fair and made without collusion or fraud with any person. As used in this paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.
- B. The undersigned agrees that, if selected as general contractor, they will within five days, Saturdays, Sundays and legal holidays excluded, after presentation of a notice of award by the Awarding Authority, furnish a performance bond for the full amount of the contract price, each of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the Awarding Authority, the premiums for which are to be paid by the general contractor and are included in the contract price.
- C. If requested to complete a contractor's qualification statement, the undersigned agrees to submit same to the Awarding Authority within five days Saturdays, Sundays and legal Holidays excluded from receipt of the form.
- D. The undersigned hereby certifies that they are able to furnish labor that can work in harmony with all other elements or labor employed or to be employed on the work.
- E. Items 1 through 21 will be awarded as a single contract and Items 22, 23, 24 and 25 will be awarded separately. Bidders for Items 1 through 21 must bid on all 21 items and bidders for the remaining items may bid on the item particular to their trade.**
- F. The contract price of hot mix asphalt mixture will be paid under the respective item in the contract. The Price Adjustment, upwards and downwards, will be made as work is performed, using the most recent bi-monthly posted price as determined by the Massachusetts Department of Transportation. If a price is not posted as scheduled, the previously posted price will remain in effect until the next scheduled posting occurs.
- G. The Price Adjustment will be a separate payment item. It will be determined by multiplying the number of tons of bituminous concrete placed during each previous two-month period by the asphalt content percentage (0.055) times the variance in price between the Base Price and Period Price of asphalt.
- E. The undersigned agrees that, if selected as general contractor, he/she will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid and furnish a performance bond and also a labor and materials or payment bond, each of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the awarding authority and each in the sum of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price.

The undersigned declares that the only persons or parties interested in this Bid as principals are as stated; that the Bid is made without any collusion with other persons, firms, or corporations; that all the Contract Documents have been carefully examined; that the undersigned is fully informed in regard to all conditions pertaining to the Work and the place where it is to be done, and from them the undersigned makes this Bid. These prices shall cover all expenses incurred in performing the Work required under the Contract Documents, of which this Bid Form is a part.

The time period for holding bids, where Federal approval is not required is 30 days, Saturdays, Sundays and legal holidays excluded, after the opening of bids.

The Bid Security accompanying this Bid shall be in the amount of 5 percent of the Bid. The Bid Security shall be sealed in a separate envelope from the Bid and then attached to the envelope containing the Bid.

If a Notice of Award accompanied by at least six unsigned copies of the Agreement and all other applicable Contract Documents is delivered to the undersigned within thirty days, excluding Saturdays, Sundays, and legal holidays after the actual date of the opening of the General Bids, the undersigned will within five days, excluding Saturdays, Sundays, and legal holidays, after the date of receipt of such notification, execute and return all copies of the Agreement and all other applicable Contract Documents to OWNER. The premiums for all Bonds required shall be paid by CONTRACTOR and shall be included in the Contract Price. The undersigned Bidder further agrees that the Bid Security accompanying this Bid shall become the property of OWNER if the Bidder fails to execute the Agreement as stated above.

In accordance with the above understanding, the undersigned proposes to perform the Work, furnish all materials and complete the work in its entirety in the manner and under the conditions required.

The OWNER shall select the low responsive and responsible bidder based on the Base Bid and available funding.

The undersigned agrees that extra work, if any, will be performed in accordance with Article 10 of the General Conditions of the Contract and will be paid for in accordance with Article 11 of the General Conditions of the Contract.

The bidding and award of this Contract will be in accordance with M.G.L. Chapter 30, Section 39M.

The undersigned must furnish a 100 percent Performance Bond and a 100 percent Payment Bond with a surety company acceptable to OWNER.

Where indicated for amounts to be shown in both words and figures, in case of discrepancy, the amount shown in words shall govern.

CERTIFICATIONS

Pursuant to M.G.L. Ch. 62C, sec. 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

The undersigned hereby certifies that he/she is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that he/she will comply fully with all laws and regulations.

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of Section Twenty-nine F of Chapter Twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

042787607

Social Security Number or
Federal Identification Number

P.J. Albert, Inc.

Individual or Corporate Name
(Print or Type)

By: 
(Signature) Philip J. Albert/ Treasurer

RESPECTFULLY SUBMITTED on April 8, 2022

An Individual

By (Individual's Name) _____ (SEAL)

doing business as _____

Business address: _____

Phone No.: _____

A Partnership

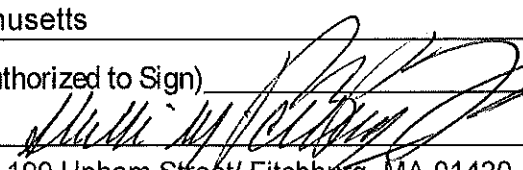
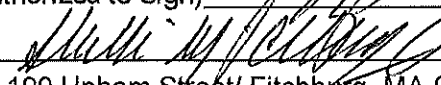
By (Firm Name) _____ (SEAL)

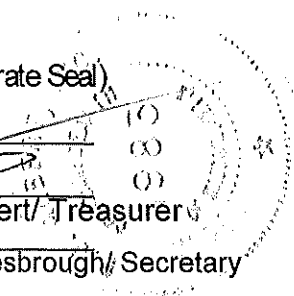
(General Partner) _____

Business address: _____

Phone No.: _____

A Corporation

By (Corporation Name) P.J. Albert, Inc. (Corporate Seal)
(State of Incorporation) Massachusetts
By (Name and Title of Person Authorized to Sign)  Philip J. Albert/Treasurer
Attest (Secretary)  Shelli M. Chesbrough/Secretary
Business address: P.O. Box 2165/ 199 Upham Street/ Fitchburg, MA 01420
Phone No.: 978-345-7828



A Joint Venture

By (Name) _____ (SEAL)
(Address) _____
Phone No.: _____
By (Name) _____ (SEAL)
(Address) _____
Phone No.: _____
By (Name) _____ (SEAL)
(Address) _____
Phone No.: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).

SECTION 00302

CERTIFICATE OF AUTHORITY TO SIGN

At a duly authorized meeting of the Board of Directors of P.J. Albert, Inc.
(Company Name)

held on 01/03/2022, at which all the Directors were present or waived notice, it was voted

that Jacqueline M. Albert/ President Philip J. Albert/ Treasurer William P. Wheeler/ Vice President Shelli M. Chesbrough/ Secretary
(Date)
(Officer Names)

of this Company, be and he/she/they hereby is/are authorized to execute Bidding Document,

Contracts and Bonds in the name and on behalf of said Company, and affix its corporate seal thereto,

and such execution of any contract or obligation in this Company's name on its behalf by such

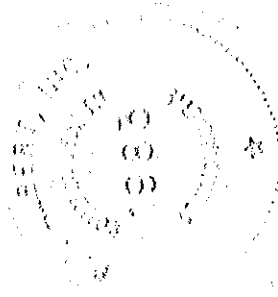
Philip J. Albert/ Treasurer under seal of the Company shall be valid and binding upon this Company.
(Officer/Title)

I hereby certify that the above vote has not been amended or rescinded and remains in full effect as of
this date April 8, 2022.

A true copy,

ATTEST *Shelli M. Chesbrough*
Clerk

Shelli M. Chesbrough/ Secretary
(Corporate Seal)



(General Bidders and Sub-Bidders shall complete and submit this Form or a similar Form as proof of Authority to Sign)



Telephone 978-345-7828 • 800-370-7828 • Fax 978-345-1425
P.O. Box 2165 • Fitchburg, MA 01420 • www.pjalbert.com

CERTIFICATE OF AUTHORITY
MEETING OF THE BOARD OF DIRECTORS

April 8, 2022

At a meeting of the Directors of P. J. Albert, Inc. duly called and held at 199 Upham Street, Fitchburg, Massachusetts on the 3rd day of January 2022, at which a quorum was present and acting, it was VOTED:

that JACQUELINE MARTHA ALBERT, President, or PHILIP JOSEPH ALBERT, CFO/Treasurer, or WILLIAM PAUL WHEELER, Vice President, or SHELLI MARLENE CHESBROUGH, Secretary, of this Corporation are authorized and empowered to make, enter into, sign, seal and deliver in behalf of this Corporation a Contract for

Town of Ayer, Devens, Shirley & Harvard
2022 through 2024
Road Paving and Treatment

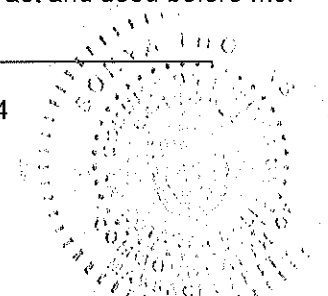
and performance and payment bonds (each in the full amount of the Contract) in connection with such Contract.

I do hereby certify that the above is a true and correct copy of the record, that said vote has not been amended or repealed and is in full force and effect as of this date, and that JACQUELINE MARTHA ALBERT is the duly elected President, PHILIP JOSEPH ALBERT is the duly elected Treasurer, WILLIAM PAUL WHEELER is the duly elected Vice President and SHELLI MARLENE CHESBROUGH is the duly elected Secretary of this Corporation.

COMMONWEALTH OF MASSACHUSETTS

Worcester County April 8 2022
Then personally appeared the above named SHELLI MARLENE CHESBROUGH and acknowledged the foregoing instrument to be her free act and deed before me.

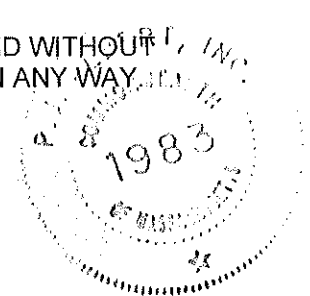
Sonya Thomas
SONYA THOMAS/ NOTARY PUBLIC
My commission expires: April 19, 2024



P. J. Albert, Inc.

Shelli Marlene Chesbrough
SHELLI MARLENE CHESBROUGH/SECRETARY

THIS FORM IS VOID AND WITHOUT EFFECT IF ALTERED IN ANY WAY.



SECTION 00510**AGREEMENT
(EJCDC)**

THIS AGREEMENT is by and between The Town of Ayer, Massachusetts (hereinafter called OWNER) and All States Construction, Inc. (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The work will consist of Road Paving and Treatment for one year with the Owner's option to extend the contract for two additional one-year periods.

ARTICLE 2 - CONTRACT TIMES*4.01 Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Liquidated Damages

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$ 500 for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \$ 500 for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 5.01.A below:

A. For all Work, at the prices stated in CONTRACTOR's Bid, attached hereto as an exhibit.

ARTICLE 6 - PAYMENT PROCEDURES*6.01 Progress Payments; Retainage*

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the last day of each month during performance of the Work as provided in paragraphs 6.01.A.1 and 6.01.A.2 below.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold:

a. 95 % of Work completed (with the balance being retainage).

- b. 95 % of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95 % of the Work completed, less such amounts as ENGINEER shall determine and less 95 % of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.02 *Final Payment*

A. Upon final completion and acceptance of the Work OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER.

ARTICLE 7 - OMITTED

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

E. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

F. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

G. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - OMITTED

ARTICLE 10 - MISCELLANEOUS

10.01 *Terms*

A. Terms used in this Agreement will have the meanings as specified.

10.02 *Assignment of Contract*

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Other Provision*

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on _____, _____ (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

By: _____

By: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest _____

Attest _____

Address for giving notices:

Address for giving notices:

(If OWNER is a corporation, attach evidence of authority to sign. If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of OWNER-CONTRACTOR Agreement.)

License No. _____

(Where applicable)

Agent for service of process: _____

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative:

Designated Representative:

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Phone: _____

Phone: _____

Facsimile: _____

Facsimile: _____

END OF SECTION

Ayer, Devens, Harvard, Shirley Paving
2022 through 2024 Paving Bid
Quantities by Town

Item	Unit	Description	All States Construction	Ayer					
				2022		2023		2024	
				Quantity	Total	Quantity	Total	Quantity	Total
1	Ton	In-place pavement, top and binder	\$ -	2,000	\$ -	2,000	\$ -	2,000	\$ -
2	Ton	FOB, top and binder per ton	\$ -	25	\$ -	25	\$ -	25	\$ -
3	SY	Pavement Reclaiming	\$ -	2,000	\$ -	2,000	\$ -	2,000	\$ -
4	SY	Cold Planing	\$ -	10,000	\$ -	7,500	\$ -	7,500	\$ -
5	Each	Raise and Adjust Castings for Overlay	\$ -	15	\$ -	15	\$ -	15	\$ -
6	Each	Lower, Raise and Adjust Castings for Reclaiming	\$ -	10	\$ -	10	\$ -	10	\$ -
7	V FT.	Rebuild Manholes and Catch Basins	\$ -	5	\$ -	5	\$ -	5	\$ -
8	Each	New Catch Basin or Manhole Frame and Cover	\$ -	3	\$ -	3	\$ -	3	\$ -
9	Each	Raise and Adjust Valve Boxes	\$ -	10	\$ -	10	\$ -	10	\$ -
10	Ton	Install driveway aprons as required	\$ -	15	\$ -	15	\$ -	15	\$ -
11	SY	Bituminous Concrete Sidewalk	\$ -	2,000	\$ -		\$ -		\$ -
12	SY	Cement Concrete Sidewalk	\$ -	0	\$ -	1,000	\$ -	1,000	\$ -
13	SY	Cement Concrete Wheelchair Ramp	\$ -	0	\$ -	40	\$ -	40	\$ -
14	LF	Bituminous Cape Cod Berm	\$ -	1,000	\$ -	1,500	\$ -	1,500	\$ -
15	LF	Bituminous Curb	\$ -	1,000	\$ -	500	\$ -	500	\$ -
16	LF	Granite Curb - Straight	\$ -	0	\$ -	1,000	\$ -	1,000	\$ -
17	LF	Granite Curb - Curved	\$ -	0	\$ -	0	\$ -	0	\$ -
18	LF	Granite Curb - Straight Transition	\$ -	0	\$ -	0	\$ -	0	\$ -
19	EACH	Granite Curb Inlet	\$ -	0	\$ -	0	\$ -	0	\$ -
20	LF	Remove and Reset Granite Curbing	\$ -	0	\$ -	100	\$ -	100	\$ -
21	LF	Furnish and install erosion control (silt fence and hay bales)	\$ -	100	\$ -	100	\$ -	100	\$ -
		Total Items 1 through 21							
22	SY	Treated Stone Seal	\$ 12.00	0	\$ -	10,000	\$ 120,000.00	0	\$ -
23	SY	Rubberized Chip Seal	\$ 5.39	15,000	\$ 80,850.00	0	\$ -	10,000	\$ 53,900.00
24	Per gallon	Fiber reinforced crack sealing,	\$ -	200	\$ -	200	\$ -	200	\$ -
25	LF	Single Painted Traffic Lines	\$ -	0	\$ -	0	\$ -	0	\$ -

This Agreement will be effective on _____, _____ (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

By: _____

By: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest _____

Attest _____

Address for giving notices:

Address for giving notices:

(If OWNER is a corporation, attach evidence of authority to sign. If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of OWNER-CONTRACTOR Agreement.)

License No. _____

(Where applicable)

Agent for service of process: _____

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative:

Designated Representative:

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Phone: _____

Phone: _____

Facsimile: _____

Facsimile: _____

END OF SECTION

SECTION 00300

FORM FOR GENERAL BID
ROAD PAVING AND TREATMENT - 2022 THOUGH 2024

AYER DEPARTMENT OF PUBLIC WORKS
DEVENS DEPARTMENT OF PUBLIC WORKS
HARVARD DEPARTMENT OF PUBLIC WORKS
SHIRLEY HIGHWAY DEPARTMENT

The following Bid is submitted to: Town of Ayer, Harvard, Shirley and Devens DPW
C/O Ayer DPW 25 Brook Street
Ayer, MA 01432

By (Contractor Name): All States Construction, Inc.
(Address for Giving Notice): PO Box 91
Sunderland, MA 01375

A. The Undersigned proposes to furnish all labor and materials required **Road Paving And Treatment - 2022 Though 2024** Ayer, Devens, Harvard and Shirley in accordance with the accompanying specifications the contract price specified below, subject to additions and deductions according to the terms of the specifications.

B. This bid includes addenda

Number #1 _____
Dated 4/4/2022 _____

C. The proposed contract price for the Base Bid including **Bid Items 1 through 21** complete is

(in Words) dollars (\$) _____ (in Figures)

Bids due April 8,
2022 1:00 PM

2022 through 2024 Road Paving and Treatment Ayer, Harvard, Shirley, Devens

Item No.	Estimated Quantity * 2022	Units	Description and Price Bid in both Words and Figures	Unit Price	Total in Figures
1	6,807	Ton	In-place pavement, top and binder ____ Dollars and _____ Cents (\$ _____) **Price adjustment see below		\$ -
2	425	Ton	FOB, top and binder per ton ____ Dollars and _____ Cents (\$ _____) **Price Adjustment see below		\$ -
3	10,661	SY	Pavement Reclaiming ____ Dollars and _____ Cents (\$ _____)		\$ -
4	22,282	SY	Cold Planing ____ Dollars and _____ Cents (\$ _____)		\$ -
5	30	Each	Raise and Adjust Castings for Overlay ____ Dollars and _____ Cents (\$ _____)		\$ -

6	10	Each	Lower, Raise and Adjust Castings for Reclaiming <hr/> ___ Dollars and _____ Cents (\$ _____)	\$	-
7	5	V FT.	Rebuild Manholes and Catch Basins <hr/> ___ Dollars and _____ Cents (\$ _____)	\$	-
8	3	Each	New Catch Basin or Manhole Frame and Cover <hr/> ___ Dollars and _____ Cents (\$ _____)	\$	-
9	10	Each	Raise and Adjust Valve Boxes <hr/> ___ Dollars and _____ Cents (\$ _____)	\$	-
10	65	Ton	Install driveway aprons as required <hr/> ___ Dollars and _____ Cents (\$ _____)	\$	-
11	2,000	SY	Bituminous Concrete Sidewalk <hr/> ___ Dollars and _____ Cents (\$ _____) **Price Adjustment See Below	\$	-

12	100	SY	Cement Concrete Sidewalk ____ Dollars and _____ Cents (\$ _____)		\$ -
13	50	SY	Cement Concrete Wheelchair Ramp ____ Dollars and _____ Cents (\$ _____)		\$ -
14	1,675	LF	Bituminous Cape Cod Berm ____ Dollars and _____ Cents (\$ _____)		\$ -
15	1,000	LF	Bituminous Curb ____ Dollars and _____ Cents (\$ _____)		\$ -
16	100	LF	Granite Curb - Straight ____ Dollars and _____ Cents (\$ _____)		\$ -
17	100	LF	Granite Curb - Curved ____ Dollars and _____ Cents (\$ _____)		\$ -
18	100	LF	Granite Curb - Straight Transition ____ Dollars and _____ Cents (\$ _____)		\$ -

19	10	EACH	Granite Curb Inlet ____ Dollars and _____ Cents (\$ _____)		\$ -
20	1,000	LF	Remove and Reset Granite Curb - ____ Dollars and _____ Cents (\$ _____)		\$ -
21	300	LF	Furnish and install erosion control (silt fence and hay bales) ____ Dollars and _____ Cents (\$ _____)		\$ -
22	500	SY	Treated Stone Seal Twelve ____ Dollars and zero Cents (\$ 12.00)	\$12.00	\$6,000.00 -
23	58,242	SY	Rubberized Chip Seal Five ____ Dollars and thirty-nine Cents (\$ 5.39)	\$ 5.39	\$313,924.38 -
24	700	Per Gallon	Fiber reinforced crack sealing, ____ Dollars and _____ Cents (\$ _____)		\$ -
25	50,000	LF	Single Painted Traffic Lines ____ Dollars and _____ Cents (\$ _____)		\$ -

* Indeterminate quantities assumed for comparison of bids. Quantities are not guaranteed. Payment will be based on actual quantities installed/constructed.

**** Price Adjustment**

This bid contains a Price Adjustment for bituminous concrete mixtures. The base price for liquid asphalt for this bid is **\$650.00** per ton (as of February 2022).

- A. The undersigned certifies under penalties of perjury that this bid in all respects is bonafide, fair and made without collusion or fraud with any person. As used in this paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.
- B. The undersigned agrees that, if selected as general contractor, they will within five days, Saturdays, Sundays and legal holidays excluded, after presentation of a notice of award by the Awarding Authority, furnish a performance bond for the full amount of the contract price, each of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the Awarding Authority, the premiums for which are to be paid by the general contractor and are included in the contract price.
- C. If requested to complete a contractor's qualification statement, the undersigned agrees to submit same to the Awarding Authority within five days Saturdays, Sundays and legal Holidays excluded from receipt of the form.
- D. The undersigned hereby certifies that they are able to furnish labor that can work in harmony with all other elements or labor employed or to be employed on the work.
- E. Items 1 through 21 will be awarded as a single contract and Items 22, 23, 24 and 25 will be awarded separately. Bidders for Items 1 through 21 must bid on all 21 items and bidders for the remaining items may bid on the item particular to their trade.**
- F. The contract price of hot mix asphalt mixture will be paid under the respective item in the contract. The Price Adjustment, upwards and downwards, will be made as work is performed, using the most recent bi-monthly posted price as determined by the Massachusetts Department of Transportation. If a price is not posted as scheduled, the previously posted price will remain in effect until the next scheduled posting occurs.
- G. The Price Adjustment will be a separate payment item. It will be determined by multiplying the number of tons of bituminous concrete placed during each previous two-month period by the asphalt content percentage (0.055) times the variance in price between the Base Price and Period Price of asphalt.
- E. The undersigned agrees that, if selected as general contractor, he/she will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid and furnish a performance bond and also a labor and materials or payment bond, each of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the awarding authority and each in the sum of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price.

The undersigned declares that the only persons or parties interested in this Bid as principals are as stated; that the Bid is made without any collusion with other persons, firms, or corporations; that all, the Contract Documents have been carefully examined; that the undersigned is fully informed in regard to all conditions pertaining to the Work and the place where it is to be done, and from them the undersigned makes this Bid. These prices shall cover all expenses incurred in performing the Work required under the Contract Documents, of which this Bid Form is a part.

The time period for holding bids, where Federal approval is not required is 30 days, Saturdays, Sundays and legal holidays excluded, after the opening of bids.

The Bid Security accompanying this Bid shall be in the amount of 5 percent of the Bid. The Bid Security shall be sealed in a separate envelope from the Bid and then attached to the envelope containing the Bid.

If a Notice of Award accompanied by at least six unsigned copies of the Agreement and all other applicable Contract Documents is delivered to the undersigned within thirty days, excluding Saturdays, Sundays, and legal holidays after the actual date of the opening of the General Bids, the undersigned will within five days, excluding Saturdays, Sundays, and legal holidays, after the date of receipt of such notification, execute and return all copies of the Agreement and all other applicable Contract Documents to OWNER. The premiums for all Bonds required shall be paid by CONTRACTOR and shall be included in the Contract Price. The undersigned Bidder further agrees that the Bid Security accompanying this Bid shall become the property of OWNER if the Bidder fails to execute the Agreement as stated above.

In accordance with the above understanding, the undersigned proposes to perform the Work, furnish all materials and complete the work in its entirety in the manner and under the conditions required.

The OWNER shall select the low responsive and responsible bidder based on the Base Bid and available funding.

The undersigned agrees that extra work, if any, will be performed in accordance with Article 10 of the General Conditions of the Contract and will be paid for in accordance with Article 11 of the General Conditions of the Contract.

The bidding and award of this Contract will be in accordance with M.G.L. Chapter 30, Section 39M.

The undersigned must furnish a 100 percent Performance Bond and a 100 percent Payment Bond with a surety company acceptable to OWNER.

Where indicated for amounts to be shown in both words and figures, in case of discrepancy, the amount shown in words shall govern.

CERTIFICATIONS

Pursuant to M.G.L. Ch. 62C, sec. 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

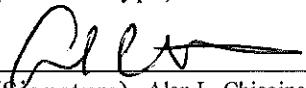
The undersigned hereby certifies that he/she is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that he/she will comply fully with all laws and regulations.

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of Section Twenty-nine F of Chapter Twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

04-2216868
Social Security Number or
Federal Identification Number

All States Construction, Inc.
Individual or Corporate Name
(Print or Type)

By: 
(Signature) Alan L. Chicoine
Vice President

RESPECTFULLY SUBMITTED on April 8, 2022

An Individual

By (Individual's Name) N/A (SEAL)

doing business as _____

Business address: _____

Phone No.: _____

A Partnership

By (Firm Name) N/A (SEAL)

(General Partner) _____

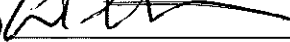
Business address: _____

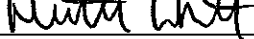
Phone No.: _____

A Corporation

By (Corporation Name) All States Construction, Inc. (Corporate Seal)

(State of Incorporation) Massachusetts

By (Name and Title of Person Authorized to Sign)  Alan L. Chicoine, Vice President

Attest (Secretary)  Heather Whittier, Assistant Secretary

Business address: 325 Amherst Rd., PO Box 91 Sunderland, MA 01375

Phone No.: 413-665-7021

A Joint Venture

By (Name) N/A (SEAL)

(Address) _____

Phone No.: _____

By (Name) _____ (SEAL)

(Address) _____

Phone No.: _____

By (Name) _____ (SEAL)

(Address) _____

Phone No.: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).

SECTION 00302CERTIFICATE OF AUTHORITY TO SIGN

At a duly authorized meeting of the Board of Directors of All States Construction, Inc.
(Company Name)
held on February 1, 2022, at which all the Directors were present or waived notice, it was voted
(Date)
that Alan L. Chicoine, Richard J. Miller, Gregory R. MacKenzie
(Officer Names)
of this Company, be and he/she/they hereby is/are authorized to execute Bidding Document,
Contracts and Bonds in the name and on behalf of said Company, and affix its corporate seal thereto,
and such execution of any contract or obligation in this Company's name on its behalf by such
Vice President under seal of the Company shall be valid and binding upon this Company.
(Officer/Title)

I hereby certify that the above vote has not been amended or rescinded and remains in full effect as of
this date April 8, 2022.

A true copy,

ATTEST

Heather Whittier
Heather Whittier
Assistant Secretary

Clerk

(Corporate Seal)

(General Bidders and Sub-Bidders shall complete and submit this Form or a similar Form as proof of Authority to Sign)

**Office of the Select Board
Office of the Town Manager**



Town of Ayer | Ayer Town Hall | 1 Main Street | Ayer, MA 01432 | 978-772-8220 x100 | ayer.ma.us



Drinking Water Week 22
There When You Need It
May 1-7, 2022

SELECT BOARD PROCLAMATION

WHEREAS, water is our most valuable natural resource; and

WHEREAS, drinking water serves a vital role in daily life, serving an essential purpose to health, hydration, and hygiene for the quality of life our citizens enjoy; and

WHEREAS, tap water delivers public health protection, fire protection, support for our economy, and the quality of life we enjoy; and

WHEREAS, the hard work performed by the entire water sector, designing capital projects, operators ensuring the quality of drinking water, or a member of a pipe crew maintaining the infrastructure communities rely on to transport quality drinking water from its source to consumers' taps; and

WHEREAS, the coronavirus pandemic has shone a light on the importance of drinking water for health, hydration, and hygiene needs; and

WHEREAS, we are all stewards of the water infrastructure upon which current and future generations depend; and

WHEREAS, the citizens of our town are called upon to help protect our source water from pollution, practice water conservation, and get involved with their water by familiarizing themselves with it;

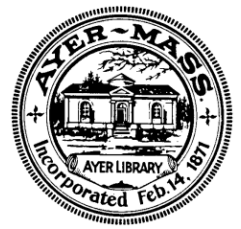
NOW, THEREFORE, be it resolved that by virtue of the authority vested in us as Select Board of our Town, we do hereby proclaim May 1-7, 2022, as Drinking Water Week.

SHAUN C. COPELAND
CHAIR

SCOTT A. HOUDE
VICE-CHAIR

JANNICE L. LIVINGSTON
CLERK

Office of the Select Board
Office of the Town Manager



Town of Ayer | Ayer Town Hall | 1 Main Street | Ayer, MA 01432 | 978-772-8220 | www.ayer.ma.us

MEMORANDUM

DATE: April 29, 2022

TO: Ayer Select Board

FROM: Robert A. Pontbriand
Town Manager

A handwritten signature in blue ink, appearing to read 'R.A.P.', is placed over the printed name of the sender.

SUBJECT: Town Manager's Report for the May 3, 2022 Ayer Select Board Meeting

Dear Honorable Select Board Members,

I am pleased to transmit to you the following Town Manager's Report for the May 3, 2022 Select Board Meeting. If you have any questions prior to the meeting, please do not hesitate to contact me directly. Thank you.

Administrative Update/Review of Town Warrant(s):

- At the meeting I will provide a brief Administrative Update on the various activities, initiatives, and projects of the Town since the Select Board last met on April 19, 2022.
- I have reviewed, approved, and signed the following Town Warrants since the Select Board last met on April 19, 2022:

Payroll Warrant #22-21 in the amount of \$337,731.53 was reviewed, approved, and signed on April 19, 2022.

Accounts Payable Warrant #22-21 in the amount of \$1,597,320.38 was reviewed, approved, and signed on April 26, 2022.

Authorization and Execution of Woodlawn Cemetery Quitclaim Deed:

- Attached is the Woodlawn Cemetery Quitclaim Deed as prepared by Town Counsel for authorization and execution by the Ayer Select Board (see attached). Upon an affirmative vote with signature by the Select Board, the Woodlawn Cemetery Quitclaim Deed will be filed with the Registry of Deeds by Town Counsel. Once the quitclaim deed is officially recorded by the Registry of Deeds, the Town of Ayer will be the legal owner of the Woodlawn Cemetery and the transfer process will be complete.

Thank you.

Attachment: Woodlawn Cemetery Quitclaim Deed

QUITCLAIM DEED

Woodlawn Cemetery Company, a Massachusetts cemetery company, organized pursuant to Chapter 114 of the Acts of 1841, having an address of Ayer, Massachusetts,

For consideration paid of One Dollar (\$1.00), the receipt and sufficiency of which is hereby acknowledged,

Hereby grants and conveys, with Quitclaim Covenants, to

Town of Ayer, acting by and through its Select Board, in its capacity as the Board of Cemetery Commissioners, and having an address of 1 Main Street, Ayer, Massachusetts 01432,

Three (3) parcels of land in Ayer, Middlesex County, Massachusetts, together with the improvements thereon, bounded and described as follows:

Parcel I

A parcel of land in the southerly part of Ayer, shown on a plan entitled "Plan of Land in Ayer, Mass. To Be Conveyed to the Woodlawn Cemetery Co. Surveyed for Fiske Warren," dated June 1922, recorded with the Middlesex South Registry of Deeds in Plan Book 332, Plan 37, bounded and described as follows:

Beginning at the northwesterly corner thereof on the easterly line of the road leading from Ayer to Harvard, and at land now or formerly of Pillman;

Thence on said Pillman land South 86°04' East Seven Hundred Two and 97/100 (702.97) feet;

Thence on land now or formerly of Roland B. Dixon and Fiske Warren, Trustees of Shakerton, South 3°56' West Three Hundred Twenty and 25/100 (320.25) feet;

Thence on land of said Trustees, North 86°04' West Six Hundred Eighty-Four and 92/100 (684.92) feet to the easterly line of the Ayer-Harvard Road;

Thence on said easterly line North 5°40' East One Hundred Two and 64/100 (102.64) feet to an angle in the road line;

Thence still on said easterly line North 1°39' West Two Hundred Eighteen and 23/100 (218.23) feet to the point of beginning.

Containing five (5) acres and Ten Hundred Fifty-Five (1055) square feet, more or less.

The Premises are conveyed for the purposes and the conditions following, and no other, to wit: that the granted premises be used as a cemetery and for no other purpose, and if at any time the premises are used for any purpose except as a cemetery, this deed shall be void and the granted premises shall be and remain in Roland B. Dixon and Fiske Warren, Trustees of Shakerton, their heirs and successors in trust, as though this conveyance had never been executed.

Being the same premises described in a deed dated February 25, 1924, recorded with the Middlesex South Registry of Deeds in Book 4708, Page 1.

Parcel II

A certain piece or parcel of land situate in the southerly part of Ayer, Middlesex County, Massachusetts, and bounded and described as follows:

Beginning at the southeast corner of the premises at a point in the west line of the road leading from Ayer to Harvard and near the Hearse house of the Woodlawn Cemetery Company;

Thence running westerly as the fence now stands by land now or formerly of Abel Stone, four hundred seventeen (417) feet, more or less, to the westerly end of said fence at the water known as the Mill Pond;

Thence northeast by said pond or meadow one hundred and thirty seven (137) feet, more or less, to a stone post at the southwest corner of land of said Cemetery Company;

Thence easterly by land of said Cemetery Company four hundred and three (403) feet to the west line of the road aforesaid;

Thence southerly by the west line of said road forty-three and three tenths (43.3) feet to the place of beginning.

Containing one hundred and thirty-five rods nineteen yards.

Being the same premises described in a deed dated June 18, 1874, recorded with the Middlesex South Registry of Deeds in Book 1438, Page 459.

Parcel III

A certain piece of parcel of land situated in the southerly part of said Groton [now Ayer], and bounded as follows:

Beginning at the southeast corner of the premises on the road leading from Harvard to Groton Junction, so-called, at land now or formerly of Abel Stone;

Thence running westerly on said Stone's land four hundred and eight feet;

Thence northerly in a straight line on the Nonacoicus Brook and Mill Pond one hundred and thirty feet;

Thence north by east in a straight line on said Brook and Pond one hundred and thirty-three feet;

Thence northeasterly in a straight line on said Brook and Pond two hundred and fifteen feet;

Thence northerly in a straight line, on the Brook and Pond aforesaid one hundred and sixty feet to land now or formerly of Widow S. Stone;

Thence easterly of said Widow Stone's land two hundred and thirteen feet to the road first abovementioned;

Thence southerly on said road five hundred and sixty-five feet to the point of beginning.

Containing four acres and ninety-two rods, more or less.

Being the same premises described in a deed dated February 13, 1860, recorded with the Middlesex South Registry of Deeds in Book 829, Page 579.

No deed stamps are due pursuant to G.L. c. 64D, §1.

Grantor certifies compliance with the provisions of G.L. c. 59, §72A.

The Town of Ayer's Acceptance of Deed and a certified copy of a Town Meeting vote are attached hereto and incorporated herein.

Signed under seal as of this 3rd day of May, 2022.

WOODLAWN CEMETERY COMPANY

By: _____
Name: Scott Matthews
Title: President

By: _____
Name: Virginia Matthews
Title: Treasurer

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this _____ day of May, 2022, before me, the undersigned notary public, personally appeared Scott Matthews, President of Woodlawn Cemetery Company, who proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of Woodlawn Cemetery Company.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this _____ day of May, 2022, before me, the undersigned notary public, personally appeared Virginia Matthews, Treasurer of Woodlawn Cemetery Company, who proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of Woodlawn Cemetery Company.

Notary Public
My Commission Expires:

ACCEPTANCE OF DEED

On this 3rd day of May, 2022, the Town of Ayer, acting by and through its Select Board, in its capacity as the Board of Cemetery Commissioners, pursuant to the vote under Article 1 of the October 25, 2021 Special/Annual Town Meeting, hereby accepts the foregoing deed from Woodlawn Cemetery Company to property located on Harvard Road, Ayer, for cemetery purposes.

TOWN OF AYER,
By its Select Board

Shaun C. Copeland, Chair

Scott A. Houde, Vice Chair

Jannice L. Livingston, Clerk

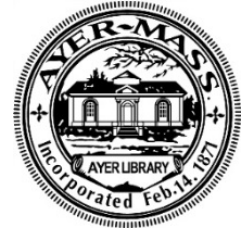
COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this _____ day of May, 2022, before me, the undersigned Notary Public, personally appeared _____, member of the Ayer Select Board, as aforesaid, who proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose on behalf of the Town of Ayer.

Notary Public
My Commission Expires:

**Town of Ayer
Ayer Select Board
Ayer Town Hall – 1st Floor Meeting Room
Ayer, MA 01432**



Broadcast and Recorded by APAC

Tuesday April 5, 2022
Open Session Meeting Minutes

SB Present: Shaun C. Copeland, Chair; Jannice L. Livingston, Clerk

SB Not Present: Scott A. Houde, Vice-Chair

Also Present: Robert A. Pontbriand, Town Manager
Carly M. Antonellis, Assistant Town Manager

Call to Order: S. Copeland called the meeting to order at 6:00 PM.

Pledge of Allegiance: Select Board members and meeting attendees stood and recited the Pledge of Allegiance.

Approval of Meeting Agenda:

Motion: A motion was made by J. Livingston and seconded by S. Copeland to approve the meeting agenda. **Motion passed 2-0.**

Public Input: Sara Withee, 11 Groton Shirley Road asked when a tax impact number would be provided relating to the proposed debt exclusion for a new fire engine. R. Pontbriand stated that Chief Johnston will be making a presentation at the next meeting on April 19, 2022.

Susan Copeland, Town Clerk: *Update on Town Census and 2022 Dog Licenses* – S. Copeland stated that the 2022 Census has been mailed out. There was a delay due to the addition of a new precinct. The Town Clerk's webpage will be updated by April 8th with new precinct information. Dog Licenses, per Town Bylaw, are due on March 31st, 2022. The town has long included the application on the bottom of the census as a reminder for residents; because of the delay, the Town Clerk would like to extend the grace period on the late fee to May 2, 2022.

Motion: A motion was made by J. Livingston and seconded by S. Copeland to extend the grace period for late fees on the dog tags to May 2, 2022. **Motion passed 2-0.**

Alicia Hersey, Program Manager, Community Development Office: *Lien Subordination Request, Case Number 11-382* – A. Hersey presented Lien Subordination Request #11-382. She stated that the owners are looking to refinance and is requesting that the Select Board approve the subordination of the Town's lien conditioned upon a new mortgage, not to exceed \$345,000.

Motion: A motion was made by J. Livingston and seconded by S. Copeland to approve the lien subordination request as presented. **Motion passed 2-0.**

Alan Manoian, Director, Community and Economic Development: *Approval of FY '22 Economic Development Budget from UDAG Account* – A. Manoian is requesting the approval of \$17,000 in UDAG funding for the remainder of the FY '22 Community and Economic Development budget. He explained that the IDFA unanimously reduced the IDFA-funded portion of the budget in December of 2021 leaving a deficit.

Motion: A motion was made by J. Livingston and seconded by S. Copeland to approve \$17,000 in UDAG funding for the FY '22 Community and Economic Development budget. **Motion passed 2-0.**

Katie Petrossi, Director, Council on Aging: *Approval of Executive Office of Elder Affairs Formula Grant Contract - K. Petrossi was in attendance requesting the approval of a 10-year contract with the Massachusetts Office of Elder Affairs for the EOEI formula grant. In the past, the contract length was one year. As part of several procedural/operational changes at EOEI designed to simplify the funding process, contracts will now cover 10 years.*

Motion: A motion was made by J. Livingston and seconded by S. Copeland to approve 10-year EOEI Formula Grant. **Motion passed 2-0.**

DPW Director's Report – Dan Van Schalkwyk: *Execution of Contract for Westford Road Water & Sewer Replacement Project – D. Van Schalkwyk is requesting that the Select Board execute a contract with Joseph P. Cardillo & Son, Inc. for the Westford Road Water and Sewer Replacement Project with signature by the Chair. The cost of the project is \$572,500.*

Motion: A motion was made by J. Livingston and seconded by S. Copeland to execute the Westford Road Water & Sewer Replacement Contract with Joseph P. Cardillo & Son. **Motion passed 2-0.**

Agreement for Wastewater Treatment & Disposal Services with MassDevelopment – D. Van Schalkwyk stated that the current agreement ended on December 31, 2021 and the Town and MassDevelopment entered into an extension until April 1, 2022. MassDevelopment is now seeking an amendment for an extension until June 30, 2022 but has agreed to lower the base flow from 100,000 gallons per day to 50,000 gallons per day and to reduce the reserve capacity from 800,000 to 350,000 gallons. D. Van Schalkwyk is requesting approval.

Motion: A motion was made by J. Livingston and seconded by S. Copeland to approve the contract extension until June 30, 2022 with the provisions for lowered base flow and reserve capacity. **Motion passed 2-0.**

Review and Approval of April 25, 2022 Annual Town Meeting Warrant: R. Pontbriand read through the Annual Town Meeting Warrant, which contains 31 articles and 1 Citizen's Petition. He noted that the warrant will be posted at Town Hall, the website, and various locations throughout town on Friday April 8, 2022. He noted that signs will be put up throughout Town and warrants will be mailed to every household.

J. Livingston asked about how many warrants will be mailed. C. Antonellis stated around 4,200 which is one to every household.

R. Pontbriand then reviewed Article 6 the Omnibus budget. He noted that the lifeguard wages were increased to keep the positions competitive. He also listed other minor changes included in final DRAFT #5. The omnibus budget will increase 4.11% over last year. S. Copeland asked if the budget included the Police Department taser equipment. R. Pontbriand stated yes.

James O'Connor, Town Moderator asked to change the text on the front of the warrant to read that if there were questions with the warrant or town meeting procedure to contact him and list his email and phone number. J. Livingston and S. Copeland stated that they didn't feel that was appropriate, as the warrant is issued by the Select Board. R. Pontbriand added that the warrant is an apolitical document. J. O'Connor stated that the website had no information on how to contact the Moderator. J. Livingston stated that the residents guide to Town Meeting is also on the website. R. Pontbriand stated that there was no issue with placing the Town Moderator's information on the website and that he was under the impression that the Moderator would be sending information to Ms. Knox to post. J. Livingston stated that it should be made clear that the Moderator can answer questions about Town Meeting procedure.

Dennis Curran, 51 Pleasant Street stated that he thought there would be warrant articles relating to the regulation of dumpsters, blight, and nuisances. R. Pontbriand stated that those issues are still under development, and he hopes to bring them forward at the Fall Town Meeting. D. Curran stated that he thought that these issues would be taken up sooner. R. Pontbriand stated that after having several meetings with Mr. Curran, they are not in disagreement but that the issues were still under development.

R. Pontbriand stated that though there is not a quorum of the Finance Committee, members Mark Smith and Lou Conrad were in attendance. Neither had questions.

Sara Withee, 11 Groton Shirley Road asked about the funding for the proposed new positions in the FY '23 budget. R. Pontbriand directed Ms. Withee to the various line items in the budget where the funding is being proposed.

Jessica Gugino, 8 Mountain View Ave. asked for clarification on not having a quorum on the Finance Committee. S. Copeland stated that the two remaining board members can be in attendance at Town Meeting, since it is not subject to the Open Meeting Law. J. Gugino asked how long the Finance Committee had vacancies. R. Pontbriand stated since last spring (Spring of 2021).

Motion: A motion was made by J. Livingston and seconded by S. Copeland to approve the Annual Town Meeting Warrant for April 25, 2022 and present the FY '23 omnibus budget. **Motion passed 2-0.**

Town Manager's Report: *Administrative Update/Review of Town Warrant(s)* - R. Pontbriand provided the Select Board with an update on the various activities, initiatives, and projects of the Administration since the Select Board last met. He also provided a list of signed Town Warrants in the meeting packet. The Woodlawn Cemetery is now under the control of the Town per an April 4, 2022 License Agreement.

New Business/Select Board Member Questions: None

Approval of Meeting Minutes:

Motion: A motion was made by J. Livingston and seconded by S. Copeland to approve the meeting minutes of March 1, 2022; March 15, 2022; March 16, 2022; March 22, 2022. **Motion passed 3-0.**

Adjournment:

Motion: A motion was made by J. Livingston and seconded by S. Copeland to adjourn at 7:10 PM. **Motion passed 2-0.**

Minutes Recorded and Submitted by Carly M. Antonellis, Assistant Town Manager

Date Minutes Approved by SB: _____

Signature Indicating Approval: _____