Karen Cardeira
Representing Upper Cape Human Services
In appreciation for your many years of dedication and service to the Barnstable County Health & Human Services Advisory Council

Presented on April 27, 2017

Barnstable County Commissioners

______________________________
Leo Cakounes, Chair

______________________________
Mary Pat Flynn, Vice-Chair

______________________________
Ron Beaty, Commissioner
MEMORANDUM

DATE: March 24, 2017
TO: County Commissioners
FROM: Owen Fletcher, Executive Assistant
SUBJECT: Grounds Request

Steve Tebo, Director of Facilities received a grounds request from Joan E. Ellis, 3200 Main Street, Barnstable Village, MA 02668. Please approve her request to place flag decorations on the front lawn of the Superior Courthouse for the holidays and events listed here:

- Monday, April 17, 2017: Patriots Day (Boston Marathon Day)
- Monday, May 29, 2017: Memorial Day
- Wednesday, June 14, 2017: Flag Day
- Sunday, July 23, 2017: Big Nick’s Ride
- Saturday & Sunday, August 5 – 6, 2017: Pan Mass Bike Ride
- Monday, September 11, 2017: Patriot Day
- Saturday, November 11, 2017: Veterans Day

This approval would contingent upon the following conditions:

- the decorations would be limited to the front lawn area of the Superior Courthouse; and
- the decorations would not block water sprinklers, the sidewalks or impede any landscaping or other activities taking place on County grounds.

Approved:

__________________________   _________________________   _______________________
Leo G. Cakounes, Chair      Mary Pat Flynn, Vice-Chair      Ron Beaty, Commissioner
March 20, 2017

John Yunits Jr.
County Administrator

Re: American Flags on Front Lawn

The time has come again when I am thinking of putting the flags on Superior Court Front Lawn.

These are the days I would like to do this:

#1. Monday, April 17th, 2017 - "Patriots Day" - A Massachusetts Holiday - also "The Boston Marathon"

I would like to honor those who ran April 15, 2013 and those who are running this year.

#2. Monday, May 29th, 2017 - "Memorial Day"

#3. Wednesday, June 14th, 2017 - "Flag Day"

#4. Sunday, July 23, 2017 - "Big Nick's Ride" - A motorcycle ride to honor our fallen heroes of Cape Cod. It also supports Cape Cod Veterans and families in need.

#5. Saturday & Sunday, August 5th & 6th, 2017 - "Pan Mass Bike Ride" - Cancer
As always, I do not do July 4th "Independence Day" as the front lawn is covered with families watching our "Village Parade." I will be respectful and courteous of the landscapers and the farmers market. I hope this meets with your approval.

Respectfully yours,

Joan E. Ellis
3206 Main Street
Barnstable Village
508-362-3215
March 3, 2016

Mrs. Joan E. Ellis
3200 Main Street
Barnstable Village, MA 02668

Dear Mrs. Ellis:

I am pleased to inform you that your request to place flag decorations on the front lawn of the Superior Courthouse, has been approved for the holidays and events listed here:

- Monday, April 18, 2016: Patriots Day (Boston Marathon Day)
- Monday, May 30, 2016: Memorial Day
- Tuesday, June 14, 2016: Flag Day
- Sunday, July 24, 2016: Big Nick’s Ride
- Saturday & Sunday, August 6 – 7, 2016: Pan Mass Bike Ride
- Sunday, September 11, 2016: Patriot Day
- Friday, November 11, 2016: Veterans Day

Please note that this approval is contingent upon the following conditions:

- The decorations will be limited to the front lawn area of the Superior Courthouse.
- The decorations will not block water sprinklers, the sidewalks or impede any landscaping or other activities taking place on County grounds.

The County appreciates this annual effort that supports local activities and state or national holidays. If you have any questions, please feel free to contact me at (508) 375-6648.

Sincerely,

Jack Veillette, Jr.
County Administrator

cc: Steven Tebo, Director of Facilities
Attachment
March 16, 2017

MEMORANDUM

TO: County Commissioners

FROM: Elaine Davis, Chief Procurement Officer

RE: Notice of Award

Barnstable County issued a bid for the Supply and Delivery of Gasoline and Diesel Fuel to Barnstable County and other Political Subdivisions. Five bids were received. Please award the bid to the following vendors as the responsive, responsible bidders offering the lowest prices as highlighted on the attached spreadsheet:

- Petroleum Traders
- Dennis K. Burke Oil
- Noonan Brothers Petroleum
- Peterson Oil
- Diesel Direct

The term of the contract is July 1, 2017 through June 30, 2018. The Towns will enter into their own contracts with the vendors.

Thank you.

County Commissioners:

Ronald R. Beaty, Jr.        Mary Pat Flynn        Leo Cakounes

__________________________  __________________________  __________________________
Date
<table>
<thead>
<tr>
<th>SECTION</th>
<th>Petroleum Traders</th>
<th>Burke</th>
<th>Noonan</th>
<th>Peterson</th>
<th>Diesel Direct</th>
</tr>
</thead>
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<tr>
<td>Section 1: Barnstable Dept. of Public Works</td>
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<td>1.90</td>
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### FIXED PRICE REGULAR Gasoline

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### OEP REGULAR GASOLINE

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<td>.1355</td>
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### OEP MID GRADE 87 OCTANE

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<td><strong>.11</strong></td>
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<td><strong>.1355</strong></td>
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</tbody>
</table>
March 16, 2017

MEMORANDUM

TO: County Commissioners

FROM: Elaine Davis, Chief Procurement Officer

RE: Notice of Award

The County Commissioners issued a bid on behalf of the Towns of Brewster, Eastham, Harwich and Truro for the lease and maintenance of portable toilets for the period of April 1, 2017 through March 31, 2018. One bid was received from MA Frazier Enterprises, Inc. Please award the contract for the lease and maintenance of portable toilets to MA Frazier Enterprises, Inc. for the Town of Brewster only at the prices on the attached copy of the bid. The other towns have not accepted the bid.

Thank you.

County Commissioners:

Ronald R. Beaty, Jr. ____________________ Mary Pat Flynn ____________________ Leo Cakounes ____________________
ATTACHMENT C: BID PRICING SHEET

The County and each municipality reserves the right to accept or reject any or all proposals should such action be deemed in the best interest of the municipalities involved in the bid.

The undersigned agrees to supply all equipment, supplies, warranty and repair service agreement as per the attached specifications and Attachment A.

Bidders are to provide one overall price for each Town, plus a price for additional pumping for each Town and a price for special events.

<table>
<thead>
<tr>
<th>Town</th>
<th>ADA Units per unit/per day</th>
<th>Regular Units per unit/per day</th>
<th>Overall Price – entire contract period</th>
<th>Additional/Emergency Pumping</th>
<th>Special Event per day</th>
<th>Additional Emergency Units per Day</th>
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</thead>
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<tr>
<td>Brewster</td>
<td>13.32</td>
<td>13.32</td>
<td>66,250.00</td>
<td>55.00</td>
<td>185.00</td>
<td>185.00</td>
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<tr>
<td>Eastham</td>
<td>22.40</td>
<td>22.40</td>
<td>64,000.00</td>
<td>55.00</td>
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<td>Harwich</td>
<td>15.99</td>
<td>15.99</td>
<td>9,450.00</td>
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<td>185.00</td>
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<tr>
<td>Truro</td>
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<td>16.88</td>
<td>57,300.00</td>
<td>55.00</td>
<td>185.00</td>
<td>185.00</td>
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</tbody>
</table>

The undersigned agrees to abide by prevailing wage requirement.

Signature of Person Submitting Bid. [Signature]

Title: [Title]

Company Name: M.A. Frazier Enterprises, Inc.

Address: PO Box 1079 No. Eastham, MA 02651

Tel #: 508-247-7969 Fax #: 508-247-2208

Email Address: MATE MAFrazier.com

I, Wendy C. Frazier, clerk of corporation hereby attest to the signature of Matthew A. Frazier on this bid.

Wendy C. Frazier, Clerk

[Seal] 1992
ATTACHMENT B:

REFERENCE FORM

Bidder: M.A. Frazier, Inc.

P.O. Box 1079 North Hampton, MA 03851

Bidder must provide references for:

Bidders must submit three (3) commercial business references for which they have supplied similar products within the past eighteen (18) months, which is similar in size and scope to this bid.

Reference: Town of Wellfleet Beach Department
Contact: Suzane Thomas
Address: 300 Main Street
Wellfleet, MA 02667
Phone: 508-349-0313
Fax: 508-349-0219

Description and date(s) of supplies or services provided:
Supplied & serviced both regular & ADA units for both beach season and
year round sites.

Reference: Town of Clinton Municipal Dept.
Contact: Dan Tabio
Address: 202 Cowell Rd.
Clinton, MA
Phone: 508-945-5158
Fax: 508-945-5159

Description and date(s) of supplies or services provided: Provided ADA and regular units.
Provided seasonal service for summer season 2016.

Reference: Town of Pawtucket
Contact: Shery Arch
Address: Veterans Memorial Community Center
175 Pawtucket Ave.
Pawtucket, RI 02860
Phone: 401-767-7069
Fax: 401-487-4675

Description and date(s) of supplies or services provided:
Supplied and serviced both seasonal and year round portable restrooms
in the year 2016 and still in 2017.

attach additional sheets if necessary
ATTACHMENT D

CERTIFICATE of NON-COLLUSION AND TAX COMPLIANCE

Pursuant to MGL Chapter 62C, Section 49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, have complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

I certify under the penalties of perjury that this bid/proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certificate, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club or other legal organization, entity or group of individuals.

Company:  M.A. Flanagan, Inc.

Address:  P.O. Box 1079

No. Eastham, MA. 02651

Signature of Individual Signing
Bid, or Corporate Officer:  [Signature]

Telephone Number:  508-349-7969

Social Security Number
Or Federal Identification Number:  04-3085425

Date:  2/14/17

Any person or corporation which fails to execute this document will be considered a non-responsive bidder and will be rejected pursuant to MGL Chapter 30B.
COOPERATIVE AGREEMENT
BETWEEN
BARNSTABLE COUNTY
AND
TOWN OF MASHPEE

THIS AGREEMENT, made and entered into this ______ day of ______, 2017 by and between the County of Barnstable, hereinafter called the “County,” and the Town of Mashpee, hereinafter called the “Town.”

WHEREAS, Barnstable County received financial assistance in the form of a capital equipment grant from the Commonwealth, through DEM and Waterways to implement a regional maintenance and improvement dredging program, including the purchase and acquisition of a dredge and associated capital equipment; and

WHEREAS, the expenditure of local funds for dredging for maintenance or improvement of the waterways of the Commonwealth is authorized under Chapter 33 of the Acts of 1991; and

WHEREAS, it has been determined that the implementation of a regional dredging program, as a pilot project to ascertain the cost effectiveness of a publicly operated dredging program, is in the best interest of the towns in Barnstable County and the Commonwealth; and

WHEREAS, the Town has participated in the development and establishment of the regional dredge program through the Dredge Advisory Committee, and has identified its dredging needs through the Barnstable County Dredge Management Plan; and

WHEREAS, the Town wishes to have the County undertake the dredging projects covered by this agreement.

ARTICLE I. STATEMENT OF WORK

NOW THEREFORE, in consideration of the above premises and in the interest of the mutual advantage in attainment of common objectives, the parties hereto agree as follows:

BARNSTABLE COUNTY AGREES:

1. To do and perform all dredge related work for Popponesset Bay Approach Channel in accordance with the specifications, drawings and plans up to a maximum contract amount of $117,000.00. This is based on removing approximately 9,000 cubic yards of material at $13.00 per cubic yard and no
charge for mobilization/demobilization costs. Final and complete specifications, plans and drawings shall be provided to the County by the Town in a timely manner.

2. To observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the specifications, plans, and drawings identified in Attachment I as applicable to dredging and rough placement of materials.

3. To provide a hydraulic dredge and all related equipment to conduct maintenance dredging for the Town, according to and guided by the specifications, plans, drawings as provided.

4. To pump dredge materials and provide rough beach placement of said materials at a rate of $13.00 per cubic yard for standard dredge material. This price includes before and after dredge surveys to be performed by the County.

5. To comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage injury or loss or on dredging or handling of dredge materials.

6. To the extent permitted by law, to indemnify and hold harmless any party sustaining damage or loss resulting from the negligence of the County and its employees with respect to the County’s performance of its obligations under this Agreement. Nothing in the previous sentence shall be construed as a waiver of the limitations on the Town’s liability under the Massachusetts Tort Claims Act or under other provisions of this agreement.

7. Immediately notify the Town and cease operations whenever the dredging operations exceed the specifications, drawings and plans or whenever situations or conditions are encountered outside the scope of the specifications, drawings, and plans.

8. Without the prior approval of the Town, the dredge will operate between the hours of 7:00 A.M. and 7:00 P.M.

THE TOWN OF MASHPEE AGREES:

1. To obtain all required federal, state, and local permits and approvals to conduct the dredge project.

2. To furnish all specifications, drawings, and plans required to perform the dredge project at the execution of this document. Said documents will be incorporated by reference as Attachment I.
3. To conduct required inspections and testing consistent with federal, state and local permits and approvals.

4. To inspect the County’s on-site dredging work in a timely manner.

5. To obligate funds to conduct the dredging work specified in Attachment I.

6. To indemnify and hold harmless any party sustaining damage or loss resulting from the negligence of the Town with respect to the Town’s performance of its obligations under this Agreement. Nothing in the previous sentence shall be construed as a waiver of the limitations on the Town’s liability under the Massachusetts Tort Claims Act or under other provisions of this agreement.

BOTH BARNSTABLE COUNTY AND THE TOWN OF MASHPEE AGREE:

That nothing herein shall be construed as obligating either Barnstable County or the Town of Mashpee to expend funds or to be obligated to spend funds beyond the scope of this contract.

This AGREEMENT may only be modified in the form of amendments in writing by mutual agreement by both parties. Request for modification will be forwarded to one party by the other party by written notice.

ARTICLE II. TERM OF AGREEMENT

This AGREEMENT shall be effective when signed by all parties and shall remain in effect until the dredging identified in Attachment I is completed to the mutual satisfaction of all parties.

ARTICLE III. PAYMENT TO COUNTY:

The cost of the project shall be based on a per cubic yard basis, and calculated on the total cubic yards of material moved, using standard engineering practices, except as specified in Article VIII, and the mobilization and demobilization costs. The cost per cubic yard is $13.00 for standard dredge material. The Town shall be billed, and the County shall be paid for the following services:

Mobilization costs for project;

50% movement/placement of dredge materials;

100% movement/placement of dredge materials;

Demobilization costs for the project.
The Town shall submit payment within 30 days of date of invoice to the County. Failure to pay said invoice within 30 days will result in the assessment of a late fee in the amount of 1% per month (12% annually) on the unpaid balance remaining after the 30th day. Said late fee will be assessed daily 0.033%. Failure to pay invoice within 90 days may result in legal action. The Town shall be responsible for all legal costs incurred by the County in collection of unpaid debts.

ARTICLE IV. WEATHER CONDITIONS

In the event of temporary suspension of work due to inclement weather conditions, the County shall cease work with no adverse consequences to the County. The decision to cease work shall be made by the County in consultation with the Town.

ARTICLE V. CHANGES IN WORK

No changes in the work covered by this Agreement shall be made without having prior written approval of both the Town and County. Costs for additional cubic yardage shall be determined utilizing the costs identified in Article III.

ARTICLE VI. COUNTY INSURANCE

The County shall maintain the following insurance coverage while conducting the dredge project:

1. Compensation insurance. The County shall maintain during the life of this Agreement Workmen’s Compensation Insurance as required by applicable state law.
2. Protection and Indemnity insurance.
3. General liability and excess liability insurance.
4. Pollution insurance.
5. Contingent watercraft liability insurance.

ARTICLE VII. INDEMNIFICATION

To the extent permitted by law, Barnstable County agrees to defend, indemnify, defend and hold harmless the Town of Mashpee from any claims, demands, suits or judgments by third parties which may arise out of the negligent activities of Barnstable
County or its employees while performing its obligations under this Agreement. Nothing in the previous sentence shall be construed as a waiver of the limitations on the County’s liability under the Massachusetts Tort Claims Act or under other provisions of this Agreement.

To the extent permitted by law, the Town of Mashpee agrees to defend, indemnify, defend and hold harmless Barnstable County from any claims, demands, suits or judgments by third parties which may arise out of the negligent activities of the Town of Mashpee or its employees while performing its obligations under this Agreement. Nothing in the previous sentence shall be construed as a waiver of the limitations on the Town’s liability under the Massachusetts Tort Claims Act or under other provisions of this Agreement.

ARTICLE VIII TERMINATION

Either party may terminate this Agreement by providing ten (10) days written notice to the other. The Town shall pay the County all costs incurred by the County to the date of termination, including staff time, review of documents and any other costs associated with the project up to said termination.

IN WITNESS WHEREOF, the TOWN and the COUNTY execute this Agreement this __________ day of __________, 2017.

BARNSTABLE COUNTY
COMMISSIONERS:  

________________________
Leo G. Cakounes

________________________
Ronald R. Beaty

________________________
Mary Pat Flynn

TOWN OF MASHPEE:

________________________
RODNEY C. COLLINS
Town Manager

________________________
Date

________________________
Date
MEMORANDUM

TO: County Commissioners

FROM: Elaine Davis, Chief Procurement Officer

RE: Notice of Award

The County issued a bid for Miscellaneous Public Works on behalf of Towns in the County. Four (4) bids were received.

Please award the contracts to the following bidders as the responsive, responsible bidders offering the lowest prices as highlighted on the attached spreadsheet:

Bartlett Consolidated
Lawrence Lynch Corp
Highway Safety Systems
Markings Inc

The term of the contract is from April 1, 2017 through March 30, 2018 with the option to renew for one additional year.

Thank you.

County Commissioners:

Ronald R. Beaty, Jr.  Mary Pat Flynn  Leo Cakounes

Date 03/15/17
AGREEMENT BETWEEN

Barnstable County
3225 Main Street
Barnstable, MA 02630

and

Bartlett Consolidated, LLC
10 Aldrin Road, PO Box 810
Plymouth, MA 02362-0810

THIS AGREEMENT, made this day of 2017 by and between Bartlett Consolidated, LLC (hereinafter referred to as Contractor), and Ron Beaty, Leo Cakounes and Mary Pat Flynn as they are the Commissioners of Barnstable County, but without any personal liability.

WITNESSETH, that the Contractor and County for the consideration hereinafter named agree as follows:

WHEREAS: Barnstable County issued an Invitation for Bids for Miscellaneous Public Works on January 18, 2017.

WHEREAS: The Invitation for Bids was bid in compliance with MA General Law Chapter 30, 39M.

WHEREAS: The vendor is the responsive, responsible bidder offering the lowest price.

NOW THEREFORE, the County and the Contractor do mutually agree as follows:

1. Employment of Contractor. The County hereby agrees to engage the Contractor to perform the services hereinafter set forth in the Scope of Services. Contractor shall not be considered an employee of Barnstable County. Contractor hereby agrees to hold the County harmless from any claims regarding worker's compensation benefits, unemployment compensation benefits, retirement benefits, or any other benefit normally attributable to the status of "employee" and Contractor specifically agrees to pay for all damages incurred by the County, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.

2. Scope of Services. The Contractor shall perform the scope of services as set forth in Barnstable County's Invitation for Bids dated January 18, 2017 and the Contractor's proposal dated February 7, 2017, incorporated herein by reference as Attachment A.

3. Time of Performance. Work in connection with the Agreement shall begin April 1, 2017 through March 31, 2018 with the option to renew for one additional year.

4. Payment. The Towns shall compensate the Contractor for services provided under Section 2, Scope of Services, a maximum not-to-exceed fee pricing submitted in their bids and highlighted on the attached spreadsheet. Travel and other expenses authorized shall be within the total contract limiting fee. Upon acceptance of the Contractor's invoice, payment will be made within thirty (30) days. If an invoice is not accepted by the Town within fifteen (15) days, it shall be returned to the Contractor with a written explanation for the rejection. At the end of each Town fiscal year Contractor must submit any outstanding invoices for services performed or delivered during the fiscal year (July 1-June 30) to the Town no later than July 31st of the year when the resources were prepared.

5. Termination or Suspension of Contract for Cause. If through any sufficient cause, the Contractor or the Town shall fail to fulfill or perform its duties and obligations under this Contract, or if either party shall violate or breach any of the provisions of this Contract, either party shall thereupon have the right to terminate or suspend this Contract, by giving written notice to the other party of such
termination or suspension and specifying the effective date thereof. Such notice shall be given at least fifteen (15) calendar days before such effective date.

6. Termination for Convenience of County or Town. The Town shall have the right to discontinue the work of the Contractor and cancel this contract by written notice to the Contractor of such termination and specifying the effective date of such termination. In the event of such termination or suspension of this Contract, the Contractor shall be entitled to just and equitable compensation for satisfactory work completed, for services performed and for reimbursable expenses necessarily incurred in the performance of this Contract up to and including the date of termination or suspension.

7. Changes. The Town may, from time to time, require changes in the Scope of Contractor Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by the Town and the Contractor, shall be incorporated in written amendments to this Contract.

8. Non-Discrimination in Employment and Affirmative Action. The Contractor shall take affirmative action to ensure that qualified applicants and employees are treated without regard to age, race, color, religion, sex, marital status, sexual orientation, national origin, disability, or Vietnam Era Veteran status. The contractor agrees to comply with all applicable Federal and State statues, rules and regulations prohibiting discrimination in employment including but not limited to: Title VII of the Civil Rights Act of 1964, as amended; Massachusetts General Laws Chapter 151B§(1); the Americans with Disabilities Act of 1990; and all relevant administrative orders and executive orders including Executive Order 246.

9. Subcontracting. None of the services to be provided by the Contractor pursuant to this Contract shall be subcontracted or delegated in whole or in part to any other organization, association, individual, corporation, partnership or other such entity without the prior written approval of the Town. No subcontract or delegation shall relieve or discharge the Contractor from any obligation or liability under this Contract except as specifically set forth in the instrument of approval. If this Contract is funded in whole or in part with federal funds, Contractor further agrees to comply with the provisions of the Office of Management and Budget Circular A-110, as amended, with respect to taking affirmative steps to utilize the services of small and minority firms, women's business enterprises and labor surplus area firms. All subcontracts shall be in writing and shall contain provisions which are functionally identical to, and consistent with, the provisions of this Contract. The Town shall have the right to obtain a copy of the subcontract upon request.

10. Interest of Members of County, Towns and Others. No officer, member or employee of the County, or Towns and no member of its governing body of the locality or localities in which the Project is situated or being carried out who exercises any functions or responsibility in the review or approval of the undertaking or carrying out of the Project, shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly financially interested or has any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

11. Interest of Contractor. The Contractor covenants that it presently has no interest and shall not acquire any interest directly or indirectly which would conflict in any manner or degree with the performance of its services hereunder.

12. Assignability. The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County/Town thereto; provided, however that claims for money due or to become due the Contractor from the County/Town under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the County/Town.

13. Recordkeeping, Audit, and Inspection of Records. The Contractor shall maintain books, records, and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of seven (7) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention
period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. If this contract is funded in whole or in part with state or federal funds, the state or federal grantor agency, the Town or any of its duly authorized representatives or designees, shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records and other compilations of data of the Contractor which pertain to the provisions and requirements of this Contract. Such access shall include on-site audits, review and copying of records.

14. Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Contract which the County or Towns request to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County or Towns.

15. Publication, Reproduction and Use of Material. No material produced in whole or in part under this Contract shall be subject to copyright in the United States or in any other country. The County or Towns shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials prepared under this Contract.

16. Political Activity Prohibited. None of the services to be provided by the Contractor shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

17. Anti-Boycott Warranty. During the term of this Contract, neither the Contractor nor any "affiliated company" as hereafter defined, shall participate in or cooperate with an international boycott, as defined in Section 999 (b) (3) and (4) of the Internal Revenue Code of 1954, as amended by the Tax Reform Act of 1986, or engage in conduct declared to be unlawful by Sections 2 and 3 of Chapter 151E, Massachusetts General Laws. As used herein, an "affiliated company" shall be any business entity of which at least 51% of the ownership interests is directly or indirectly owned by the Contractor or by a person or persons or business entity or entities which directly or indirectly own at least 51% of the ownership interests of the Contractor.

18. Choice of Law. This Contract shall be construed under and governed by the laws of the Commonwealth of Massachusetts. The Contractor and the agents thereof, agree to bring any federal or state legal proceedings arising under this Contract, in which the County or Town is a party, in a court of competent jurisdiction within the Commonwealth of Massachusetts. This paragraph shall not be construed to limit any rights a party may have to intervene in any action, wherever pending, in which the other is a party. All parties to this contract and covenant agree that any disputes be litigated in the District of Superior courts in Barnstable County.

19. Force Majeure. Neither party shall be liable to the other nor be deemed to be in breach of this Contract for failure or delay in rendering performance arising out of causes factually beyond its control and without its fault or negligence. Such causes may include, but are not limited to: acts of God or the public enemy, wars, fires, floods, epidemics, strikes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

20. Compliance with Laws. The Contractor shall promptly comply with all applicable laws, rules, regulations, ordinances, orders and requirements of the Commonwealth and any state or federal governmental authority relating to the delivery of the services described in this Contract subject to section 18 above. Unless otherwise provided by law, the Contractor shall promptly pay all fines, penalties and damages that may arise out of or are imposed because of the Contractor's failure to comply with the provisions of this section and, shall indemnify the County and Towns against any liability incurred as a result of a violation of this section. If the Contractor receives federal funds pursuant to this Contract, Contractor understands and agrees to comply with all federal requirements including but not limited to audit requirements. Not-for-Profit entities that receive federal funds from the County must comply with the audit requirements outlined in the Office of Management and Budget OMB Circular A-133.

21. Headings, Interpretation and Severability. The headings used herein are for reference and convenience only and shall not be a factor in the interpretation of the Contract. If any provision of this Contract is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved
of all obligations under that provision. The remainder of the Contract shall be enforced to the fullest extent permitted by law.

22. Waiver of Liability. The Contractor and the County hereby covenant and agree to waive any and all claims against Barnstable County and the Towns and release Barnstable County and the towns from any liability arising out of the Scope of Services described in the attached “Exhibit A”.

IN WITNESS WHEREOF, the County and Contractor have executed this Agreement this _______ day of in the year two thousand and fourteen.

FOR THE COUNTY:

BARNSTABLE COUNTY COMMISSIONERS:

______________________________
Ron Beaty

______________________________
Leo Cakounes

______________________________
Mary Pat Flynn

______________________________
Date:

FOR THE CONTRACTOR:

Bartlett Consolidated LLC

______________________________
Ryan A. Bartlett, President

Date: 3/25/17
MEMORANDUM

TO: County Commissioners
FROM: Elaine Davis, Chief Procurement Officer
RE: Notice of Award

The County issued a bid for Roadway Materials on behalf of Towns in the County. Five (5) bids were received.

Please award the contracts to the following bidders as the responsive, responsible bidders offering the lowest prices as highlighted on the attached spreadsheet:

- Cape Cod Aggregates
- Robert Childs, Inc.
- PA Landers
- Aggregate Industries
- Lawrence Lynch Corp

The term of the contract is from April 1, 2017 through March 30, 2018 with the option to renew for one additional year.

Thank you.

County Commissioners:

Ronald R. Beaty, Jr.     Mary Pat Flynn     Leo Cakounes

Date: 03/15/17
AGREEMENT BETWEEN

Barnstable County
3225 Main Street
Barnstable, MA 02630

and

Cape Cod Aggregates Corp.
1550 Phinney's Lane, PO Box 517
Barnstable, Ma 02630

THIS AGREEMENT, made this 21st day of March 2017 by and between Cape Cod Aggregates Corp. (hereinafter referred to as Contractor), and Ron Beaty Leo Cakounes and Mary Pat Flynn as they are the Commissioners of Barnstable County, but without any personal liability.

WITNESSETH, that the Contractor and County for the consideration hereinafter named agree as follows:

WHEREAS: Barnstable County issued an Invitation for Bids for the Supply of Roadway Materials to Towns in Barnstable County on January 18, 2017.

WHEREAS: The Invitation for Bids was bid in compliance with MA General Law Chapter 30, 39M.

WHEREAS: The vendor is the responsive, responsible bidder offering the lowest price.

NOW THEREFORE, the County and the Contractor do mutually agree as follows:

1. Employment of Contractor. The County hereby agrees to engage the Contractor to perform the services hereinafter set forth in the Scope of Services. Contractor shall not be considered an employee of Barnstable County. Contractor hereby agrees to hold the County harmless from any claims regarding worker's compensation benefits, unemployment compensation benefits, retirement benefits, or any other benefit normally attributable to the status of "employee" and Contractor specifically agrees to pay for all damages incurred by the County, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.

2. Scope of Services. The Contractor shall perform the scope of services as set forth in Barnstable County's Invitation for Bids dated January 18, 2017 and the Contractor's proposal dated February 3, 2017. incorporated herein by reference as Attachment A.

3. Time of Performance. Work in connection with the Agreement shall begin April 1, 2017 through March 31, 2018 with the option to renew for one additional year.

4. Payment. The Towns shall compensate the Contractor for services provided under Section 2, Scope of Services, a maximum not-to-exceed fee pricing submitted in their bids and highlighted on the attached spreadsheet. Travel and other expenses authorized shall be within the total contract limiting fee. Upon acceptance of the Contractor's invoice, payment will be made within thirty (30) days. If an invoice is not accepted by the Town within fifteen (15) days, it shall be returned to the Contractor with a written explanation for the rejection. At the end of each Town fiscal year Contractor must submit any outstanding invoices for services performed or delivered during the fiscal year (July 1-June 30) to the Town no later than July 31st of the year when the resources were prepared.

5. Termination or Suspension of Contract for Cause. If through any sufficient cause, the Contractor or the Town shall fail to fulfill or perform its duties and obligations under this Contract, or if either
party shall violate or breach any of the provisions of this Contract, either party shall thereupon have the right to terminate or suspend this Contract, by giving written notice to the other party of such termination or suspension and specifying the effective date thereof. Such notice shall be given at least fifteen (15) calendar days before such effective date.

6. Termination for Convenience of County or Town. The Town shall have the right to discontinue the work of the Contractor and cancel this contract by written notice to the Contractor of such termination and specifying the effective date of such termination. In the event of such termination or suspension of this Contract, the Contractor shall be entitled to just and equitable compensation for satisfactory work completed, for services performed and for reimbursable expenses necessarily incurred in the performance of this Contract up to and including the date of termination or suspension.

7. Changes. The Town may, from time to time, require changes in the Scope of Contractor Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by the Town and the Contractor, shall be incorporated in written amendments to this Contract.

8. Non-Discrimination in Employment and Affirmative Action. The Contractor shall take affirmative action to ensure that qualified applicants and employees are treated without regard to age, race, color, religion, sex, marital status, sexual orientation, national origin, disability, or Vietnam Era Veteran status. The contractor agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including but not limited to: Title VII of the Civil Rights Act of 1964, as amended; Massachusetts General Laws Chapter 151B§(1); the Americans with Disabilities Act of 1990; and all relevant administrative orders and executive orders including Executive Order 246.

9. Subcontracting. None of the services to be provided by the Contractor pursuant to this Contract shall be subcontracted or delegated in whole or in part to any other organization, association, individual, corporation, partnership or other such entity without the prior written approval of the Town. No subcontract or delegation shall relieve or discharge the Contractor from any obligation or liability under this Contract except as specifically set forth in the instrument of approval. If this Contract is funded in whole or in part with federal funds, Contractor further agrees to comply with the provisions of the Office of Management and Budget Circular A-110, as amended, with respect to taking affirmative steps to utilize the services of small and minority firms, women's business enterprises and labor surplus area firms. All subcontracts shall be in writing and shall contain provisions which are functionally identical to, and consistent with, the provisions of this Contract. The Town shall have the right to obtain a copy of the subcontract upon request.

10. Interest of Members of County, Towns and Others. No officer, member or employee of the County, or Towns and no member of its governing body of the locality or localities in which the Project is situated or being carried out who exercises any functions or responsibility in the review or approval of the undertaking or carrying out of the Project, shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly financially interested or has any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

11. Interest of Contractor. The Contractor covenants that it presently has no interest and shall not acquire any interest directly or indirectly which would conflict in any manner or degree with the performance of its services hereunder.

12. Assignability. The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County/Town thereto; provided, however that claims for money due or to become due the Contractor from the County/Town under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the County/Town.

13. Recordkeeping, Audit, and Inspection of Records. The Contractor shall maintain books, records, and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of seven (7) years or for such longer period as is specified herein. All retention periods
start on the first day after final payment under this Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. If this contract is funded in whole or in part with state or federal funds, the state or federal grantor agency, the Town or any of its duly authorized representatives or designees, shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records and other compilations of data of the Contractor which pertain to the provisions and requirements of this Contract. Such access shall include on-site audits, review and copying of records.

14. Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Contract which the County or Towns request to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County or Towns.

15. Publication, Reproduction and Use of Material. No material produced in whole or in part under this Contract shall be subject to copyright in the United States or in any other country. The County or Towns shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials prepared under this Contract.

16. Political Activity Prohibited. None of the services to be provided by the Contractor shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

17. Anti-Boycott Warranty. During the term of this Contract, neither the Contractor nor any "affiliated company" as hereafter defined, shall participate in or cooperate with an international boycott, as defined in Section 999 (b) (3) and (4) of the Internal Revenue Code of 1954, as amended by the Tax Reform Act of 1966, or engage in conduct declared to be unlawful by Sections 2 and 3 of Chapter 151E, Massachusetts General Laws. As used herein, an "affiliated company" shall be any business entity of which at least 51% of the ownership interested is directly or indirectly owned by the Contractor or by a person or persons or business entity or entities which directly or indirectly own at least 51% of the ownership interests of the Contractor.

18. Choice of Law. This Contract shall be construed under and governed by the laws of the Commonwealth of Massachusetts. The Contractor and the agents thereof, agree to bring any federal or state legal proceedings arising under this Contract, in which the County or Town is a party, in a court of competent jurisdiction within the Commonwealth of Massachusetts. This paragraph shall not be construed to limit any rights a party may have to intervene in any action, wherever pending, in which the other is a party. All parties to this contract and covenant agree that any disputes be litigated in the District of Superior courts in Barnstable County.

19. Force Majeure. Neither party shall be liable to the other nor be deemed to be in breach of this Contract for failure or delay in rendering performance arising out of causes factually beyond its control and without its fault or negligence. Such causes may include, but are not limited to: acts of God or the public enemy, wars, fires, floods, epidemics, strikes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

20. Compliance with Laws. The Contractor shall promptly comply with all applicable laws, rules, regulations, ordinances, orders and requirements of the Commonwealth and any state or federal governmental authority relating to the delivery of the services described in this Contract subject to section 18 above. Unless otherwise provided by law, the Contractor shall promptly pay all fines, penalties and damages that may arise out of or are imposed because of the Contractor's failure to comply with the provisions of this section and, shall indemnify the County and Towns against any liability incurred as a result of a violation of this section. If the Contractor receives federal funds pursuant to this Contract, Contractor understands and agrees to comply with all federal requirements including but not limited to audit requirements. Not-for-Profit entities that receive federal funds from the County must comply with the audit requirements outlined in the Office of Management and Budget OMB Circular A-133.

21. Headings, Interpretation and Severability. The headings used herein are for reference and
convenience only and shall not be a factor in the interpretation of the Contract. If any provision of this Contract is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of the Contract shall be enforced to the fullest extent permitted by law.

22. Waiver of Liability. The Contractor and the County hereby covenant and agree to waive any and all claims against Barnstable County and the Towns and release Barnstable County and the towns from any liability arising out of the Scope of Services described in the attached “Exhibit A”.

IN WITNESS WHEREOF, the County and Contractor have executed this Agreement this ______ day of in the year two thousand and fourteen.

FOR THE COUNTY:

BARNSTABLE COUNTY COMMISSIONERS:

________________________________________
Ron Beaty

________________________________________
Leo Cakounes

________________________________________
Mary Pat Flynn

________________________________________
Date

FOR THE CONTRACTOR:

[Signature]

3/21/17

Date

Laura LL Peterson
March 9, 2017

MEMORANDUM

TO: County Commissioners

FROM: Elaine Davis, Chief Procurement Officer

RE: Notice of Award

The County issued a bid for Miscellaneous Public Works on behalf of Towns in the County. Four (4) bids were received.

Please award the contracts to the following bidders as the responsive, responsible bidders offering the lowest prices as highlighted on the attached spreadsheet:

Bartlett Consolidated
Lawrence Lynch Corp
Highway Safety Systems
Markings Inc

The term of the contract is from April 1, 2017 through March 30, 2018 with the option to renew for one additional year.

Thank you.

County Commissioners:

Ronald R. Beaty, Jr.                Mary Pat Flynn                Leo Cakoules

Date 03/15/17
AGREEMENT BETWEEN

Barnstable County
3225 Main Street
Barnstable, MA 02630

and

Lawrence-Lynch
396 Gifford Street
Falmouth, MA 02540

THIS AGREEMENT, made this 20th day of March 2017 by and between Lawrence-Lynch, Corp. (hereinafter referred to as Contractor), and Ron Beaty Leo Cakounes and Mary Pat Flynn as they are the Commissioners of Barnstable County, but without any personal liability.

WITNESSETH, that the Contractor and County for the consideration hereinafter named agree as follows:

WHEREAS: Barnstable County issued an Invitation for Bids for Miscellaneous Public Works on January 18, 2017.

WHEREAS: The Invitation for Bids was bid in compliance with MA General Law Chapter 30, 39M.

WHEREAS: The vendor is the responsive, responsible bidder offering the lowest price.

NOW THEREFORE, the County and the Contractor do mutually agree as follows:

1. Employment of Contractor. The County hereby agrees to engage the Contractor to perform the services hereinafter set forth in the Scope of Services. Contractor shall not be considered an employee of Barnstable County. Contractor hereby agrees to hold the County harmless from any claims regarding worker's compensation benefits, unemployment compensation benefits, retirement benefits, or any other benefit normally attributable to the status of "employee" and Contractor specifically agrees to pay for all damages incurred by the County, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.

2. Scope of Services. The Contractor shall perform the scope of services as set forth in Barnstable County's Invitation for Bids dated January 18, 2017 and the Contractor's proposal dated February 16, 2017, incorporated herein by reference as Attachment A.

3. Time of Performance. Work in connection with the Agreement shall begin April 1, 2017 through March 31, 2018 with the option to renew for one additional year.

4. Payment. The Towns shall compensate the Contractor for services provided under Section 2, Scope of Services, a maximum not-to-exceed fee pricing submitted in their bids and highlighted on the attached spreadsheet. Travel and other expenses authorized shall be within the total contract limiting fee). Upon acceptance of the Contractor's invoice, payment will be made within thirty (30) days. If an invoice is not accepted by the Town within fifteen (15) days, it shall be returned to the Contractor with a written explanation for the rejection. At the end of each Town fiscal year Contractor must submit any outstanding invoices for services performed or delivered during the fiscal year (July 1-June 30) to the Town no later than July 31st of the year when the resources were prepared.

5. Termination or Suspension of Contract for Cause. If through any sufficient cause, the Contractor or the Town shall fail to fulfill or perform its duties and obligations under this Contract, or if either party shall violate or breach any of the provisions of this Contract, either party shall thereupon have the right to terminate or suspend this Contract, by giving written notice to the other party of such termination or suspension and specifying the effective date thereof. Such notice shall be given at
least fifteen (15) calendar days before such effective date.

6. Termination for Convenience of County or Town. The Town shall have the right to discontinue the work of the Contractor and cancel this contract by written notice to the Contractor of such termination and specifying the effective date of such termination. In the event of such termination or suspension of this Contract, the Contractor shall be entitled to just and equitable compensation for satisfactory work completed, for services performed and for reimbursable expenses necessarily incurred in the performance of this Contract up to and including the date of termination or suspension.

7. Changes. The Town may, from time to time, require changes in the Scope of Contractor Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by the Town and the Contractor, shall be incorporated in written amendments to this Contract.

8. Non-Discrimination in Employment and Affirmative Action. The Contractor shall take affirmative action to ensure that qualified applicants and employees are treated without regard to age, race, color, religion, sex, marital status, sexual orientation, national origin, disability, or Vietnam Era Veteran status. The contractor agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including but not limited to: Title VII of the Civil Rights Act of 1964, as amended; Massachusetts General Laws Chapter 1518§(1); the Americans with Disabilities Act of 1990; and all relevant administrative orders and executive orders including Executive Order 246.

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10. Interest of Members of County, Towns and Others. No officer, member or employee of the County, or Towns and no member of its governing body of the locality or localities in which the Project is situated or being carried out who exercises any functions or responsibility in the review or approval of the undertaking or carrying out of the Project, shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly financially interested or has any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

11. Interest of Contractor. The Contractor covenants that it presently has no interest and shall not acquire any interest directly or indirectly which would conflict in any manner or degree with the performance of its services hereunder.

12. Assignability. The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County/Town thereto; provided, however that claims for money due or to become due the Contractor from the County/Town under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the County/Town.

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therefrom, or until the end of the applicable retention period, whichever is later. If this contract is funded in whole or in part with state or federal funds, the state or federal grantor agency, the Town or any of its duly authorized representatives or designees, shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records and other compilations of data of the Contractor which pertain to the provisions and requirements of this Contract. Such access shall include on-site audits, review and copying of records.

14. Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Contract which the County or Towns request to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County or Towns.

15. Publication, Reproduction and Use of Material. No material produced in whole or in part under this Contract shall be subject to copyright in the United States or in any other country. The County or Towns shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials prepared under this Contract.

16. Political Activity Prohibited. None of the services to be provided by the Contractor shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

17. Anti-Boycott Warranty. During the term of this Contract, neither the Contractor nor any “affiliated company” as hereafter defined, shall participate in or cooperate with an international boycott, as defined in Section 999 (b) (3) and (4) of the Internal Revenue Code of 1954, as amended by the Tax Reform Act of 1986, or engage in conduct declared to be unlawful by Sections 2 and 3 of Chapter 151E, Massachusetts General Laws. As used herein, an “affiliated company” shall be any business entity of which at least 51% of the ownership interest is directly or indirectly owned by the Contractor or by a person or persons or business entity or entities which directly or indirectly own at least 51% of the ownership interests of the Contractor.

18. Choice of Law. This Contract shall be construed under and governed by the laws of the Commonwealth of Massachusetts. The Contractor and the agents thereof, agree to bring any federal or state legal proceedings arising under this Contract, in which the County or Town is a party, in a court of competent jurisdiction within the Commonwealth of Massachusetts. This paragraph shall not be construed to limit any rights a party may have to intervene in any action, wherever pending, in which the other is a party. All parties to this contract and covenant agree that any disputes be litigated in the District of Superior courts in Barnstable County.

19. Force Majeure. Neither party shall be liable to the other nor be deemed to be in breach of this Contract for failure or delay in rendering performance arising out of causes factually beyond its control and without its fault or negligence. Such causes may include, but are not limited to: acts of God or the public enemy, wars, fires, floods, epidemics, strikes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

20. Compliance with Laws. The Contractor shall promptly comply with all applicable laws, rules, regulations, ordinances, orders and requirements of the Commonwealth and any state or federal governmental authority relating to the delivery of the services described in this Contract subject to section 18 above. Unless otherwise provided by law, the Contractor shall promptly pay all fines, penalties and damages that may arise out of or are imposed because of the Contractor’s failure to comply with the provisions of this section and, shall indemnify the County and Towns against any liability incurred as a result of a violation of this section. If the Contractor receives federal funds pursuant to this Contact, Contractor understands and agrees to comply with all federal requirements including but not limited to audit requirements. Not-for-Profit entities that receive federal funds from the County must comply with the audit requirements outlined in the Office of Management and Budget OMB Circular A-133.

21. Headings, Interpretation and Severability. The headings used herein are for reference and convenience only and shall not be a factor in the interpretation of the Contract. If any provision of this Contract is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of the Contract shall be enforced to the fullest
extent permitted by law.

22. Waiver of Liability. The Contractor and the County hereby covenant and agree to waive any and all claims against Barnstable County and the Towns and release Barnstable County and the towns from any liability arising out of the Scope of Services described in the attached "Exhibit A".

IN WITNESS WHEREOF, the County and Contractor have executed this Agreement this __________ day of in the year two thousand and fourteen.

FOR THE COUNTY:

BARNSTABLE COUNTY COMMISSIONERS:

Ron Beaty

Leo Cakounes

Mary Pat Flynn

______________________________
Date

FOR THE CONTRACTOR:

______________________________
Christopher M. Lynch, President

March 20, 2017

Date
CERTIFICATE OF LIABILITY INSURANCE

3/20/2017

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.

Important: If the certificate holder is an additional insured, the policy(ies) must be endorsed. If subrogation is waived, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

Producer: The Driscoll Agency
93 Longwater Circle
Norwell MA 02061

Contact Name: Ted Matthews
Phone (AIC No., Ext.): 781-421-2464
Fax (AIC No.): 781-421-2465
E-mail: tmatthews@driscollagency.com
Address: tmatthews@driscollagency.com

Insured: Lawrence-Lynch Corp.
PO Box 913
Falmouth MA 02541

Certificate Number: 1834144895

Coverage

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

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Description of Operations / Locations / Vehicles: (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)


Barnstable County is included as Additional Insured for Automobile Liability on a Primary Basis for the conduct of the (Named) Insured, but only to the extent of such liability.

See Attached...

Certificate Holder

Barnstable County
3195 Main Street
Barnstable MA 02630

Cancellation

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

Authorized Representative

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**ADDITIONAL REMARKS SCHEDULE**

<table>
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<tr>
<th>AGENCY</th>
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<tr>
<td>The Driscoll Agency</td>
<td>Lawrence-Lynch Corp.</td>
</tr>
<tr>
<td></td>
<td>PO Box 913</td>
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<td>Falmouth MA 02541</td>
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<table>
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<tr>
<th>EFFECTIVE DATE:</th>
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**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER: 25  FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

Barnstable County is included as Additional Insured for General Liability for ongoing operations per form CG2010 04/13 and for completed operations per form CG2037 04/13 and Excess Liability, as required be a signed written contract or agreement with the Named Insured.

The Additional Insured coverage for General Liability & Excess Liability detailed above applies on a primary, non-contributory basis where required by a signed written contract or agreement with the Named Insured.

The General Liability, Excess Liability, Automobile Liability, and Workers Compensation / Employers Liability Policies include a Waiver of Subrogation in favor of Barnstable County is on whose behalf the Named Insured is required to obtain this Waiver under a written contract or agreement executed prior to a loss.

General Liability policy includes coverage for “X, C, U” (hazards, collapse of building, blasting and damage to underground property), Completed Operations and Contractual Liability.

30 day's notice of cancellation, except 60 days applies to GL, Auto, WC and Excess Liability. 10 Days notice applies to non-payment of premium, on all policies.
March 9, 2017

MEMORANDUM

TO: County Commissioners

FROM: Elaine Davis, Chief Procurement Officer

RE: Notice of Award

The County issued a bid for Road Resurfacing on behalf of Towns in the County. Four (4) bids were received.

Please award the contracts to the following bidders as the responsive, responsible bidders offering the lowest prices as shown on the attached spreadsheet:

Lawrence Lynch Corp – Chatham
MCE Dirtworks, Inc - Wellfleet and Provincetown

We are still checking references for Rochester Bituminous which was the low bidder for the Towns of Barnstable, Falmouth, Harwich, Orleans and Sandwich.

The term of the contract is from April 1, 2017 through March 30, 2018 with the option to renew for one additional year.

Thank you.

County Commissioners:

Ronald R. Beaty, Jr. Mary Pat Flynn Leo Cakounes

Date
AGREEMENT BETWEEN

Barnstable County
3225 Main Street
Barnstable, MA 02630

and

Lawrence-Lynch Corp.
396 Gifford Street
Falmouth, MA 02540

THIS AGREEMENT, made this 20th day of March 2017 by and between Lawrence-Lynch Corp. (hereinafter referred to as Contractor), and Ron Beaty Leo Cakounes and Mary Pat Flynn as they are the Commissioners of Barnstable County, but without any personal liability.

WITNESSETH, that the Contractor and County for the consideration hereinafter named agree as follows:

WHEREAS: Barnstable County issued an Invitation for Bids for the Road Reconstruction Projects for 2 Towns in Barnstable County on January 18, 2017.

WHEREAS: The Invitation for Bids was bid in compliance with MA General Law Chapter 30, 39M.

WHEREAS: The vendor is the responsive, responsible bidder offering the lowest price for the Town of Chatham.

NOW THEREFORE, the County and the Contractor do mutually agree as follows:

1. Employment of Contractor. The County hereby agrees to engage the Contractor to perform the services hereinafter set forth in the Scope of Services. Contractor shall not be considered an employee of Barnstable County. Contractor hereby agrees to hold the County harmless from any claims regarding worker's compensation benefits, unemployment compensation benefits, retirement benefits, or any other benefit normally attributable to the status of "employee" and Contractor specifically agrees to pay for all damages incurred by the County, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.

2. Scope of Services. The Contractor shall perform the scope of services as set forth in Barnstable County's Invitation for Bids dated January 18, 2017 and the Contractor's proposal dated February 16, 2017, incorporated herein by reference as Attachment A.

3. Time of Performance. Work in connection with the Agreement shall begin April 1, 2017 through March 31, 2018 with the option to renew for one additional year.

4. Payment. The Towns shall compensate the Contractor for services provided under Section 2, Scope of Services, a maximum not-to-exceed fee pricing submitted in their bids and highlighted on the attached spreadsheet. Travel and other expenses authorized shall be within the total contract limiting fee. Upon acceptance of the Contractor's invoice, payment will be made within thirty (30) days. If an invoice is not accepted by the Town within fifteen (15) days, it shall be returned to the Contractor with a written explanation for the rejection. At the end of each Town fiscal year Contractor must submit any outstanding invoices for services performed or delivered during the fiscal year (July 1-June 30) to the Town no later than July 31st of the year when the resources were prepared.

5. Termination or Suspension of Contract for Cause. If through any sufficient cause, the Contractor or the Town shall fail to fulfill or perform its duties and obligations under this Contract, or if either party shall violate or breach any of the provisions of this Contract, either party shall thereupon have the
right to terminate or suspend this Contract, by giving written notice to the other party of such
termination or suspension and specifying the effective date thereof. Such notice shall be given at
least fifteen (15) calendar days before such effective date.

6. Termination for Convenience of County or Town. The Town shall have the right to discontinue the
work of the Contractor and cancel this contract by written notice to the Contractor of such termination
and specifying the effective date of such termination. In the event of such termination or suspension of
this Contract, the Contractor shall be entitled to just and equitable compensation for satisfactory
work completed, for services performed and for reimbursable expenses necessarily incurred in the
performance of this Contract up to and including the date of termination or suspension.

7. Changes. The Town may, from time to time, require changes in the Scope of Contractor Services to
be performed hereunder. Such changes, including any increase or decrease in the amount of the
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8. Non-Discrimination in Employment and Affirmative Action. The Contractor shall take affirmative action
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religion, sex, marital status, sexual orientation, national origin, disability, or Vietnam Era Veteran status.
The contractor agrees to comply with all applicable Federal and State statutes, rules and
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10. Interest of Members of County, Towns and Others. No officer, member or employee of the
County, or Towns and no member of its governing body of the locality or localities in which the Project
is situated or being carried out who exercises any functions or responsibility in the review or approval of
the undertaking or carrying out of the Project, shall participate in any decision relating to this Contract
which affects his personal interest or the interest of any corporation, partnership, or association in which
he is directly or indirectly financially interested or has any personal or pecuniary interest, direct or
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14. Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Contract which the County or Towns request to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County or Towns.

15. Publication, Reproduction and Use of Material. No material produced in whole or in part under this Contract shall be subject to copyright in the United States or in any other country. The County or Towns shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials prepared under this Contract.

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18. Choice of Law. This Contract shall be construed under and governed by the laws of the Commonwealth of Massachusetts. The Contractor and the agents thereof, agree to bring any federal or state legal proceedings arising under this Contract, in which the County or Town is a party, in a court of competent jurisdiction within the Commonwealth of Massachusetts. This paragraph shall not be construed to limit any rights a party may have to intervene in any action, wherever pending, in which the other is a party. All parties to this contract and covenant agree that any disputes be litigated in the District of Superior courts in Barnstable County.

19. Force Majeure. Neither party shall be liable to the other nor be deemed to be in breach of this Contract for failure or delay in rendering performance arising out of causes factually beyond its control and without its fault or negligence. Such causes may include, but are not limited to: acts of God or the public enemy, wars, fires, floods, epidemics, strikes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

20. Compliance with Laws. The Contractor shall promptly comply with all applicable laws, rules, regulations, ordinances, orders and requirements of the Commonwealth and any state or federal governmental authority relating to the delivery of the services described in this Contract subject to section 18 above. Unless otherwise provided by law, the Contractor shall promptly pay all fines, penalties and damages that may arise out of or are imposed because of the Contractor's failure to comply with the provisions of this section and, shall indemnify the County and Towns against any liability incurred as a result of a violation of this section. If the Contractor receives federal funds pursuant to this Contract, Contractor understands and agrees to comply with all federal requirements including but not limited to audit requirements. Not-for-Profit entities that receive federal funds from the County must comply with the audit requirements outlined in the Office of Management and Budget OMB Circular A-133.

21. Headings, Interpretation and Severability. The headings used herein are for reference and convenience only and shall not be a factor in the interpretation of the Contract. If any provision of
this Contract is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of the Contract shall be enforced to the fullest extent permitted by law.

22. Waiver of Liability. The Contractor and the County hereby covenant and agree to waive any and all claims against Barnstable County and the Towns and release Barnstable County and the towns from any liability arising out of the Scope of Services described in the attached "Exhibit A".

IN WITNESS WHEREOF, the County and Contractor have executed this Agreement this _______ day of in the year two thousand and fourteen.

FOR THE COUNTY:

BARNSTABLE COUNTY COMMISSIONERS:

Ron Beaty
Leo Cakounes
Mary Pat Flynn

___________________________
Date

FOR THE CONTRACTOR:

___________________________
Christopher M. Lynch, President

March 20, 2017

___________________________
Date
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: The Driscoll Agency
93 Longwater Circle
Norwell MA 02061

CONTACT NAME: Ted Matthews
PHONE (AIC, No. Ext.): 781-421-2464
FAX (AIC, No.): 781-421-2465
E-MAIL: tmattmichal@driscollagency.com

INSURED: Lawrence-Lynch Corp.
PO Box 913
Falmouth MA 02541

INSURER A: Old Republic General Ins Corp.
24139

INSURER B: Travelers Indemnity Co of CT
25682

INSURER C: Starr Indemnity & Liability Co.

INSURER D:

INSURER E:

INSURER F:

COVERAGES | CERTIFICATE NUMBER: 233942784 | REVISION NUMBER:

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

FY2017 Barnstable County "Road Resurfacing" in the Town of Chatham. LLC Job #17-109.

Barnstable County is included as Additional Insured for Automobile Liability on a Primary Basis for the conduct of the (Named) Insured, but only to the extent of that liability.

Barnstable County is included as Additional Insured for General Liability for ongoing operations per form CG2010 04/13 and for completed See Attached...

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.
ADDITIONAL REMARKS SCHEDULE

AGENCY
The Driscoll Agency

NAMED INSURED
Lawrence-Lynch Corp.
PO Box 913
Falmouth MA 02541

CARRIER

NAIC CODE

EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

operations per form CG2037 04/13 and Excess Liability, as required by a signed written contract or agreement with the Named Insured.

The Additional Insured coverage for General Liability & Excess Liability detailed above applies on a primary, non-contributory basis where required by a signed written contract or agreement with the Named Insured.

The General Liability, Excess Liability, Automobile Liability, and Workers Compensation / Employers Liability Policies include a Waiver of Subrogation in favor of Barnstable County is on whose behalf the Named Insured is required to obtain this Waiver under a written contract or agreement executed prior to a loss.

General Liability policy includes coverage for “X, C, U” (hazards, collapse of building, blasting and damage to underground property).

30 day's notice of cancellation, except 60 days applies to GL, Auto, WC and Excess Liability. 10 Days notice applies to non-payment of premium, on all policies.
MEMORANDUM

TO: County Commissioners

FROM: Elaine Davis, Chief Procurement Officer

RE: Notice of Award

The County issued a bid for Roadway Materials on behalf of Towns in the County. Five (5) bids were received.

Please award the contracts to the following bidders as the responsive, responsible bidders offering the lowest prices as highlighted on the attached spreadsheet:

   Cape Cod Aggregates
   Robert Childs, Inc.
   PA Landers
   Aggregate Industries
   Lawrence Lynch Corp

The term of the contract is from April 1, 2017 through March 30, 2018 with the option to renew for one additional year.

Thank you.

County Commissioners:

Ronald R. Beaty, Jr.  Mary Pat Flynn  Leo Cakounes

03/15/17  
Date
MEMORANDUM

TO: County Commissioners

FROM: Elaine Davis, Chief Procurement Officer

RE: Notice of Award

The County issued a bid for Roadway Materials on behalf of Towns in the County. Five (5) bids were received.

Please award the contracts to the following bidders as the responsive, responsible bidders offering the lowest prices as highlighted on the attached spreadsheet:

- Cape Cod Aggregates
- Robert Childs, Inc.
- PA Landers
- Aggregate Industries
- Lawrence Lynch Corp

The term of the contract is from April 1, 2017 through March 30, 2018 with the option to renew for one additional year.

Thank you.

County Commissioners:

[Signatures]

Date: [Redacted]
AGREEMENT BETWEEN

Barnstable County
3225 Main Street
Barnstable, MA 02630

and

Lawrence-Lynch Corp.
396 Gifford Street
Falmouth, MA 02540

THIS AGREEMENT, made this 20th day of March 2017 by and between Lawrence-Lynch Corp. (hereinafter referred to as Contractor), and Ron Beaty Leo Cakounes and Mary Pat Flynn as they are the Commissioners of Barnstable County, but without any personal liability.

WITNESSEOTH, that the Contractor and County for the consideration hereinafter named agree as follows:

WHEREAS: Barnstable County issued an Invitation for Bids for the Supply of Roadway Materials to Towns in Barnstable County on January 18, 2017.

WHEREAS: The Invitation for Bids was bid in compliance with MA General Law Chapter 30, 39M.

WHEREAS: The vendor is the responsive, responsible bidder offering the lowest price.

NOW THEREFORE, the County and the Contractor do mutually agree as follows:

1. Employment of Contractor. The County hereby agrees to engage the Contractor to perform the services hereinafter set forth in the Scope of Services. Contractor shall not be considered an employee of Barnstable County. Contractor hereby agrees to hold the County harmless from any claims regarding worker's compensation benefits, unemployment compensation benefits, retirement benefits, or any other benefit normally attributable to the status of "employee" and Contractor specifically agrees to pay for all damages incurred by the County, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.

2. Scope of Services. The Contractor shall perform the scope of services as set forth in Barnstable County's Invitation for Bids dated January 18, 2017 and the Contractor's proposal dated February 16, 2017, incorporated herein by reference as Attachment A.

3. Time of Performance. Work in connection with the Agreement shall begin April 1, 2017 through March 31, 2018 with the option to renew for one additional year.

4. Payment. The Towns shall compensate the Contractor for services provided under Section 2, Scope of Services, a maximum not-to-exceed fee pricing submitted in their bids and highlighted on the attached spreadsheet. Travel and other expenses authorized shall be within the total contract limiting fee. Upon acceptance of the Contractor's invoice, payment will be made within thirty (30) days. If an invoice is not accepted by the Town within fifteen (15) days, it shall be returned to the Contractor with a written explanation for the rejection. At the end of each Town fiscal year Contractor must submit any outstanding invoices for services performed or delivered during the fiscal year (July 1-June 30) to the Town no later than July 31st of the year when the resources were prepared.

5. Termination or Suspension of Contract for Cause. If through any sufficient cause, the Contractor or the Town shall fail to fulfill or perform its duties and obligations under this Contract, or if either party shall violate or breach any of the provisions of this Contract, either party shall thereupon have the right to terminate or suspend this Contract, by giving written notice to the other party of such
termination or suspension and specifying the effective date thereof. Such notice shall be given at least fifteen (15) calendar days before such effective date.

6. Termination for Convenience of County or Town. The Town shall have the right to discontinue the work of the Contractor and cancel this contract by written notice to the Contractor of such termination and specifying the effective date of such termination. In the event of such termination or suspension of this Contract, the Contractor shall be entitled to just and equitable compensation for satisfactory work completed, for services performed and for reimbursable expenses necessarily incurred in the performance of this Contract up to and including the date of termination or suspension.

7. Changes. The Town may, from time to time, require changes in the Scope of Contractor Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by the Town and the Contractor, shall be incorporated in written amendments to this Contract.

8. Non-Discrimination in Employment and Affirmative Action. The Contractor shall take affirmative action to ensure that qualified applicants and employees are treated without regard to age, race, color, religion, sex, marital status, sexual orientation, national origin, disability, or Vietnam Era Veteran status. The contractor agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including but not limited to: Title VII of the Civil Rights Act of 1964, as amended; Massachusetts General Laws Chapter 1518§(1); the Americans with Disabilities Act of 1990; and all relevant administrative orders and executive orders including Executive Order 246.

9. Subcontracting. None of the services to be provided by the Contractor pursuant to this Contract shall be subcontracted or delegated in whole or in part to any other organization, association, individual, corporation, partnership or other such entity without the prior written approval of the Town. No subcontract or delegation shall relieve or discharge the Contractor from any obligation or liability under this Contract except as specifically set forth in the instrument of approval. If this Contract is funded in whole or in part with federal funds, Contractor further agrees to comply with the provisions of the Office of Management and Budget Circular A-110, as amended, with respect to taking affirmative steps to utilize the services of small and minority firms, women's business enterprises and labor surplus area firms. All subcontracts shall be in writing and shall contain provisions which are functionally identical to, and consistent with, the provisions of this Contract. The Town shall have the right to obtain a copy of the subcontract upon request.

10. Interest of Members of County, Towns and Others. No officer, member or employee of the County, or Towns and no member of its governing body of the locality or localities in which the Project is situated or being carried out who exercises any functions or responsibility in the review or approval of the undertaking or carrying out of the Project, shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly financially interested or has any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

11. Interest of Contractor. The Contractor covenants that it presently has no interest and shall not acquire any interest directly or indirectly which would conflict in any manner or degree with the performance of its services hereunder.

12. Assignability. The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County/Town thereto; provided, however that claims for money due or to become due the Contractor from the County/Town under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the County/Town.

13. Recordkeeping, Audit, and Inspection of Records. The Contractor shall maintain books, records, and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of seven (7) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention
period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. If this contract is funded in whole or in part with state or federal funds, the state or federal grantor agency, the Town or any of its duly authorized representatives or designees, shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records and other compilations of data of the Contractor which pertain to the provisions and requirements of this Contract. Such access shall include on-site audits, review and copying of records.

14. Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Contract which the County or Towns request to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County or Towns.

15. Publication, Reproduction and Use of Material. No material produced in whole or in part under this Contract shall be subject to copyright in the United States or in any other country. The County or Towns shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials prepared under this Contract.

16. Political Activity Prohibited. None of the services to be provided by the Contractor shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

17. Anti-Boycott Warranty. During the term of this Contract, neither the Contractor nor any "affiliated company" as hereafter defined, shall participate in or cooperate with an international boycott, as defined in Section 999 (b) (3) and (4) of the Internal Revenue Code of 1954, as amended by the Tax Reform Act of 1986, or engage in conduct declared to be unlawful by Sections 2 and 3 of Chapter 151E, Massachusetts General Laws. As used herein, an "affiliated company" shall be any business entity of which at least 51% of the ownership interested is directly or indirectly owned by the Contractor or by a person or persons or business entity or entities which directly or indirectly own at least 51% of the ownership interests of the Contractor.

18. Choice of Law. This Contract shall be construed under and governed by the laws of the Commonwealth of Massachusetts. The Contractor and the agents thereof, agree to bring any federal or state legal proceedings arising under this Contract, in which the County or Town is a party, in a court of competent jurisdiction within the Commonwealth of Massachusetts. This paragraph shall not be construed to limit any rights a party may have to intervene in any action, wherever pending, in which the other is a party. All parties to this contract and covenant agree that any disputes be litigated in the District of Superior courts in Barnstable County.

19. Force Majeure. Neither party shall be liable to the other nor be deemed to be in breach of this Contract for failure or delay in rendering performance arising out of causes factually beyond its control and without its fault or negligence. Such causes may include, but are not limited to: acts of God or the public enemy, wars, fires, floods, epidemics, strikes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

20. Compliance with Laws. The Contractor shall promptly comply with all applicable laws, rules, regulations, ordinances, orders and requirements of the Commonwealth and any state or federal governmental authority relating to the delivery of the services described in this Contract subject to section 18 above. Unless otherwise provided by law, the Contractor shall promptly pay all fines, penalties and damages that may arise out of or are imposed because of the Contractor's failure to comply with the provisions of this section and, shall indemnify the County and Towns against any liability incurred as a result of a violation of this section. If the Contractor receives federal funds pursuant to this Contract, Contractor understands and agrees to comply with all federal requirements including but not limited to audit requirements. Not-for-Profit entities that receive federal funds from the County must comply with the audit requirements outlined in the Office of Management and Budget OMB Circular A-133.

21. Headings, Interpretation and Severability. The headings used herein are for reference and convenience only and shall not be a factor in the interpretation of the Contract. If any provision of this Contract is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved
of all obligations under that provision. The remainder of the Contract shall be enforced to the fullest extent permitted by law.

22. Waiver of Liability. The Contractor and the County hereby covenant and agree to waive any and all claims against Barnstable County and the Towns and release Barnstable County and the towns from any liability arising out of the Scope of Services described in the attached “Exhibit A”.

IN WITNESS WHEREOF, the County and Contractor have executed this Agreement this _________ day of in the year two thousand and fourteen.

FOR THE COUNTY:

BARNSTABLE COUNTY COMMISSIONERS:

Ron Beaty

Leo Cakounes

Mary Pat Flynn

[Signature]

Date

FOR THE CONTRACTOR:

[Signature]

Christopher M. Lynch, President

March 20, 2017

Date
MEMORANDUM

TO: County Commissioners

FROM: Elaine Davis, Chief Procurement Officer

RE: Notice of Award

The County issued a bid for Road Resurfacing on behalf of Towns in the County. Four (4) bids were received.

Please award the contracts to the following bidders as the responsive, responsible bidders offering the lowest prices as shown on the attached spreadsheet:

Lawrence Lynch Corp – Chatham
MCE Dirtworks, Inc - Wellfleet and Provincetown

We are still checking references for Rochester Bituminous which was the low bidder for the Towns of Barnstable, Falmouth, Harwich, Orleans and Sandwich.

The term of the contract is from April 1, 2017 through March 30, 2018 with the option to renew for one additional year.

Thank you.

County Commissioners:

Ronald R. Beaty, Jr. ___________________________ Mary Pat Flynn ___________________________ Leo Cakounes ___________________________

Date
AGREEMENT BETWEEN

Barnstable County
3225 Main Street
Barnstable, MA 02630

and

M.C.E. Dirtworks
3 Main St. Unit #5
Eastham, MA 02642

THIS AGREEMENT, made this __________ day of ______________ 2017 by and between M.C.E. Dirtworks, Inc. (hereinafter referred to as Contractor), and Ron Beaty Leo Cakounes and Mary Pat Flynn as they are the Commissioners of Barnstable County, but without any personal liability.

WITNESSETH, that the Contractor and County for the consideration hereinafter named agree as follows:

WHEREAS: Barnstable County issued an Invitation for Bids for the Road Reconstruction Projects for 2 Towns in Barnstable County on January 18, 2017.

WHEREAS: The Invitation for Bids was bid in compliance with MA General Law Chapter 30, 39M.

WHEREAS: The vendor is the responsive, responsible bidder offering the lowest price for the Towns of Wellfleet and Provincetown.

NOW THEREFORE, the County and the Contractor do mutually agree as follows:

1. Employment of Contractor. The County hereby agrees to engage the Contractor to perform the services hereinafter set forth in the Scope of Services. Contractor shall not be considered an employee of Barnstable County. Contractor hereby agrees to hold the County harmless from any claims regarding worker’s compensation benefits, unemployment compensation benefits, retirement benefits, or any other benefit normally attributable to the status of "employee" and Contractor specifically agrees to pay for all damages incurred by the County, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.

2. Scope of Services. The Contractor shall perform the scope of services as set forth in Barnstable County’s Invitation for Bids dated January 18, 2017 and the Contractor’s proposal dated February 9, 2017, incorporated herein by reference as Attachment A.

3. Time of Performance. Work in connection with the Agreement shall begin April 1, 2017 through March 31, 2018 with the option to renew for one additional year.

4. Payment. The Towns shall compensate the Contractor for services provided under Section 2, Scope of Services, a maximum not-to-exceed fee pricing submitted in their bids and highlighted on the attached spreadsheet. Travel and other expenses authorized shall be within the total contract limiting fee). Upon acceptance of the Contractor’s invoice, payment will be made within thirty (30) days. If an invoice is not accepted by the Town within fifteen (15) days, it shall be returned to the Contractor with a written explanation for the rejection. At the end of each Town fiscal year Contractor must submit any outstanding invoices for services performed or delivered during the fiscal year (July 1–June 30) to the Town no later than July 31st of the year when the resources were prepared.

5. Termination or Suspension of Contract for Cause. If through any sufficient cause, the Contractor or the Town shall fail to fulfill or perform its duties and obligations under this Contract, or if either party shall violate or breach any of the provisions of this Contract, either party shall thereupon have the right to
terminate or suspend this Contract, by giving written notice to the other party of such termination or suspension and specifying the effective date thereof. Such notice shall be given at least fifteen (15) calendar days before such effective date.

6. Termination for Convenience of County or Town. The Town shall have the right to discontinue the work of the Contractor and cancel this contract by written notice to the Contractor of such termination and specifying the effective date of such termination. In the event of such termination or suspension of this Contract, the Contractor shall be entitled to just and equitable compensation for satisfactory work completed, for services performed and for reimbursable expenses necessarily incurred in the performance of this Contract up to and including the date of termination or suspension.

7. Changes. The Town may, from time to time, require changes in the Scope of Contractor Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by the Town and the Contractor, shall be incorporated in written amendments to this Contract.

8. Non-Discrimination in Employment and Affirmative Action. The Contractor shall take affirmative action to ensure that qualified applicants and employees are treated without regard to age, race, color, religion, sex, marital status, sexual orientation, national origin, disability, or Vietnam Era Veteran status. The contractor agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including but not limited to: Title VII of the Civil Rights Act of 1964, as amended; Massachusetts General Laws Chapter 151B§(1); the Americans with Disabilities Act of 1990; and all relevant administrative orders and executive orders including Executive Order 246.

9. Subcontracting. None of the services to be provided by the Contractor pursuant to this Contract shall be subcontracted or delegated in whole or in part to any other organization, association, individual, corporation, partnership or other such entity without the prior written approval of the Town. No subcontract or delegation shall relieve or discharge the Contractor from any obligation or liability under this Contract except as specifically set forth in the instrument of approval. If this Contract is funded in whole or in part with federal funds, Contractor further agrees to comply with the provisions of the Office of Management and Budget Circular A-110, as amended, with respect to taking affirmative steps to utilize the services of small and minority firms, women's business enterprises and labor surplus area firms. All subcontracts shall be in writing and shall contain provisions which are functionally identical to, and consistent with, the provisions of this Contract. The Town shall have the right to obtain a copy of the subcontract upon request.

10. Interest of Members of County, Towns and Others. No officer, member or employee of the County, or Towns and no member of its governing body of the locality or localities in which the Project is situated or being carried out who exercises any functions or responsibility in the review or approval of the undertaking or carrying out of the Project, shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly financially interested or has any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

11. Interest of Contractor. The Contractor covenants that it presently has no interest and shall not acquire any interest directly or indirectly which would conflict in any manner or degree with the performance of its services hereunder.

12. Assignability. The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County/Town thereto; provided, however that claims for money due or to become due the Contractor from the County/Town under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the County/Town.

13. Recordkeeping, Audit, and Inspection of Records. The Contractor shall maintain books, records, and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of seven (7) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records
shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. If this contract is funded in whole or in part with state or federal funds, the state or federal grantor agency, the Town or any of its duly authorized representatives or designees, shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records and other compilations of data of the Contractor which pertain to the provisions and requirements of this Contract. Such access shall include on-site audits, review and copying of records.

14. Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Contract which the County or Towns request to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County or Towns.

15. Publication, Reproduction and Use of Material. No material produced in whole or in part under this Contract shall be subject to copyright in the United States or in any other country. The County or Towns shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials prepared under this Contract.

16. Political Activity Prohibited. None of the services to be provided by the Contractor shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

17. Anti-Boycott Warranty. During the term of this Contract, neither the Contractor nor any "affiliated company" as hereafter defined, shall participate in or cooperate with an international boycott, as defined in Section 999 (b) (3) and (4) of the Internal Revenue Code of 1954, as amended by the Tax Reform Act of 1986, or engage in conduct declared to be unlawful by Sections 2 and 3 of Chapter 151E, Massachusetts General Laws. As used herein, an "affiliated company" shall be any business entity of which at least 51% of the ownership interest is directly or indirectly owned by the Contractor or by a person or persons or business entity or entities which directly or indirectly own at least 51% of the ownership interests of the Contractor.

18. Choice of Law. This Contract shall be construed under and governed by the laws of the Commonwealth of Massachusetts. The Contractor and the agents thereof, agree to bring any federal or state legal proceedings arising under this Contract, in which the County or Town is a party, in a court of competent jurisdiction within the Commonwealth of Massachusetts. This paragraph shall not be construed to limit any rights a party may have to intervene in any action, wherever pending, in which the other is a party. All parties to this contract and covenant agree that any disputes be litigated in the District of Superior courts in Barnstable County.

19. Force Majeure. Neither party shall be liable to the other nor be deemed to be in breach of this Contract for failure or delay in rendering performance arising out of causes factually beyond its control and without its fault or negligence. Such causes may include, but are not limited to: acts of God or the public enemy, wars, fires, floods, epidemics, strikes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

20. Compliance with Laws. The Contractor shall promptly comply with all applicable laws, rules, regulations, ordinances, orders and requirements of the Commonwealth and any state or federal governmental authority relating to the delivery of the services described in this Contract subject to section 18 above. Unless otherwise provided by law, the Contractor shall promptly pay all fines, penalties and damages that may arise out of or are imposed because of the Contractor's failure to comply with the provisions of this section and, shall indemnify the County and Towns against any liability incurred as a result of a violation of this section. If the Contractor receives federal funds pursuant to this Contract, Contractor understands and agrees to comply with all federal requirements including but not limited to audit requirements. Not-for-Profit entities that receive federal funds from the County must comply with the audit requirements outlined in the Office of Management and Budget OMB Circular A-133.

21. Headings, Interpretation and Severability. The headings used herein are for reference and convenience only and shall not be a factor in the interpretation of the Contract. If any provision of this Contract is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of the Contract shall be enforced to the fullest extent permitted by law.
22. Waiver of Liability. The Contractor and the County hereby covenant and agree to waive any and all claims against Barnstable County and the Towns and release Barnstable County and the towns from any liability arising out of the Scope of Services described in the attached “Exhibit A”.

IN WITNESS WHEREOF, the County and Contractor have executed this Agreement this _______ day of in the year two thousand and fourteen.

FOR THE COUNTY:

BARNSTABLE COUNTY COMMISSIONERS:

____________________________
Ron Beaty

____________________________
Leo Cakounes

____________________________
Mary Pat Flynn

____________________________
Date

FOR THE CONTRACTOR:

____________________________
March 20, 2017

____________________________
Date
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
License # 1780662
HUB International New England
222 Milliken Boulevard
Fall River, MA 02722-9946

CONTACT NAME
Amanda Pepin
PHONE (Alt., No Ext): (508) 236-2274
E-MAIL amanda.pepin@hubinternational.com

INSRER(S) AFFORDING COVERAGE
INSURER A: Acadia Insurance Company
31325
INSURER B: Union Insurance Company
25844

COVERAGES

A
COMMERCIAL GENERAL LIABILITY
X CLAIMS-MADE
X OCCUR

B
AUTOMOBILE LIABILITY
X ANY AUTO
OWNED AUTO ONLY
SCHEDULED AUTOS
Hired AUTO ONLY
NON-OWNED AUTOS ONLY

INSRER C:

INSRER D:

INSRER E:

INSRER F:

INSURED
MCE Dirtworks Inc
#3 Main Street Unit #5
Eastham, MA 02642

CERTIFICATE NUMBER:

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER
County of Barnstable
Purchasing Dept.
3195 Main Street
Barnstable, MA 02630

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**CERTIFICATE OF LIABILITY INSURANCE**

**MCEDIRT-01**

**MVERTENTES**

**DATE (MM/DD/YYYY):** 10/19/2016

---

**PRODUCER**
License #: 1780862
HUB International New England
222 Milliken Boulevard
Fall River, MA 02722-0946

**CONTACT**
NAME: Amanda Pepin
PHONE: (508) 235-2274
FAX: (508) 235-2274
E-MAIL: amanda.pepin@hubiternational.com

---

**INSURED**
MCE Dirtworks Inc
#3 Main Street Unit #5
Eastham, MA 02642

---

**INSURER(S) AFFORDDDING COVERAGE**
INSURER A: Acadia Insurance Company
31325

---

**COVERAGES**

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<th>INSURER</th>
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**CANCELLATION**

**CERTIFICATE HOLDER**
Town of Provincetown
260 Commerical Street
Provincetown, MA 02657

**AUTHORIZED REPRESENTATIVE**

© 1988-2014 ACORD CORPORATION. All rights reserved.
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  License # 1780862
HUB International New England
222 Milliken Boulevard
Fall River, MA 02722-0946

INURED
MCE Dirtworks Inc
#3 Main Street Unit #5
Eastham, MA 02642

CONTACT  NAME: Amanda Pepin
PHONE (508) 235-2274
FAX (508) 542-2372
E-MAIL amanda.pepin@hubinternational.com

INSURER(S) AFFORDING COVERAGE
INSCR. NAME: Acadia Insurance Company
INSCR. TYPE: A
INSCR. NAIC #: 31325
INSCR. C : 
INSCR. D : 
INSCR. E : 
INSCR. F :

COVERAGE
CERTIFICATE NUMBER: CPA5116771
REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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<tr>
<th>INSCR.</th>
<th>TYPE OF INSURANCE</th>
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<th>POLICY EXP (MM/DD/YYYY)</th>
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<tr>
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<td>CLAIM-MADE X OCCUR</td>
<td>CPA5116771</td>
<td>10/19/2016</td>
<td>10/19/2017</td>
<td>EACH OCCURRENCE $1,000,000, DAMAGE TO RENTED PREMISES (EA occurrence) $300,000, MED EXP (Any one person) $5,000, PERSONAL &amp; ADV INJURY $1,000,000, GENERAL AGGREGATE $2,000,000, PRODUCTS - COMPOD AGG $2,000,000</td>
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<tr>
<td>B</td>
<td>AUTOMOBILE LIABILITY</td>
<td>ANY AUTO ALL OWNED AUTOS</td>
<td>MAA5116773</td>
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<td>10/19/2017</td>
<td>COMBINED SINGLE LIMIT (EA accident) $1,000,000, BODILY INJURY (Per person) $500,000, BODILY INJURY (Per accident) $500,000, PROPERTY DAMAGE (Per accident) $500,000</td>
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<td>A</td>
<td>UMBRELLA LIABILITY</td>
<td>EXCESS LIAB</td>
<td>CUA5116775</td>
<td>10/19/2016</td>
<td>10/19/2017</td>
<td>EACH OCCURRENCE $3,000,000, AGGREGATE $3,000,000</td>
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is an additional insured on the general liability policy as respects to operations of the named insured when required by executed contract prior to the loss/claim.

CERTIFICATE HOLDER

Town of Wellfleet
Wellfleet Municipal Water System
300 Main Street
Wellfleet, MA 02667

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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March 9, 2017

MEMORANDUM

TO: County Commissioners

FROM: Elaine Davis, Chief Procurement Officer

RE: Notice of Award

The County issued a bid for Crackfilling on behalf of Towns in the County. Two (2) bids were received.

Please award the contracts to the following bidders as the responsive, responsible bidders offering the lowest prices as highlighted on the attached spreadsheet:

Sealcoating, Inc.
Crack-Sealing, Inc.

The term of the contract is from April 1, 2017 through March 30, 2018 with the option to renew for one additional year.

Thank you.

County Commissioners:

Ronald R. Beaty, Jr.  Mary Pat Flynn  Leo Cakounes

03-15-17
Date
AGREEMENT BETWEEN

Barnstable County
3225 Main Street
Barnstable, MA 02630

and

Sealcoating, Inc.
825 Granite Street
Braintree, MA 02184

THIS AGREEMENT, made this day of 2017 by and between Sealcoating, Inc. (hereinafter referred to as Contractor), and Ron Beaty Leo Cakounes and Mary Pat Flynn as they are the Commissioners of Barnstable County, but without any personal liability.

WITNESSETH, that the Contractor and County for the consideration hereinafter named agree as follows:

WHEREAS: Barnstable County issued an Invitation for Bids for the Crackfilling Items on January 18, 2017.

WHEREAS: The Invitation for Bids was bid in compliance with MA General Law Chapter 30, 39M.

WHEREAS: The vendor is the responsive, responsible bidder offering the lowest price.

NOW THEREFORE, the County and the Contractor do mutually agree as follows:

1. Employment of Contractor. The County hereby agrees to engage the Contractor to perform the services hereinafter set forth in the Scope of Services. Contractor shall not be considered an employee of Barnstable County. Contractor hereby agrees to hold the County harmless from any claims regarding worker’s compensation benefits, unemployment compensation benefits, retirement benefits, or any other benefit normally attributable to the status of “employee” and Contractor specifically agrees to pay for all damages incurred by the County, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.

2. Scope of Services. The Contractor shall perform the scope of services as set forth in Barnstable County’s Invitation for Bids dated January 18, 2017 and the Contractor’s proposal dated February 7, 2017, incorporated herein by reference as Attachment A.

3. Time of Performance. Work in connection with the Agreement shall begin April 1, 2017 through March 31, 2018 with the option to renew for one additional year.

4. Payment. The Towns shall compensate the Contractor for services provided under Section 2, Scope of Services, a maximum not-to-exceed fee pricing submitted in their bids and highlighted on the attached spreadsheet. Travel and other expenses authorized shall be within the total contract limiting fee. Upon acceptance of the Contractor’s invoice, payment will be made within thirty (30) days. If an invoice is not accepted by the Town within fifteen (15) days, it shall be returned to the Contractor with a written explanation for the rejection. At the end of each Town fiscal year Contractor must submit any outstanding invoices for services performed or delivered during the fiscal year (July 1–June 30) to the Town no later than July 31st of the year when the resources were prepared.

5. Termination or Suspension of Contract for Cause. If through any sufficient cause, the Contractor or the Town shall fail to fulfill or perform its duties and obligations under this Contract, or if either party shall violate or breach any of the provisions of this Contract, either party shall thereupon have the right to terminate or suspend this Contract, by giving written notice to the other party of such
termination or suspension and specifying the effective date thereof. Such notice shall be given at least fifteen (15) calendar days before such effective date.

6. Termination for Convenience of County or Town. The Town shall have the right to discontinue the work of the Contractor and cancel this contract by written notice to the Contractor of such termination and specifying the effective date of such termination. In the event of such termination or suspension of this Contract, the Contractor shall be entitled to just and equitable compensation for satisfactory work completed, for services performed and for reimbursable expenses necessarily incurred in the performance of this Contract up to and including the date of termination or suspension.

7. Changes. The Town may, from time to time, require changes in the Scope of Contractor Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by the Town and the Contractor, shall be incorporated in written amendments to this Contract.

8. Non-Discrimination in Employment and Affirmative Action. The Contractor shall take affirmative action to ensure that qualified applicants and employees are treated without regard to age, race, color, religion, sex, marital status, sexual orientation, national origin, disability, or Vietnam Era Veteran status. The contractor agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including but not limited to: Title VII of the Civil Rights Act of 1964, as amended; Massachusetts General Laws Chapter 151B§(1); the Americans with Disabilities Act of 1990; and all relevant administrative orders and executive orders including Executive Order 246.

9. Subcontracting. None of the services to be provided by the Contractor pursuant to this Contract shall be subcontracted or delegated in whole or in part to any other organization, association, individual, corporation, partnership or other such entity without the prior written approval of the Town. No subcontract or delegation shall relieve or discharge the Contractor from any obligation or liability under this Contract except as specifically set forth in the instrument of approval. If this Contract is funded in whole or in part with federal funds, Contractor further agrees to comply with the provisions of the Office of Management and Budget Circular A-110, as amended, with respect to taking affirmative steps to utilize the services of small and minority firms, women's business enterprises and labor surplus area firms. All subcontracts shall be in writing and shall contain provisions which are functionally identical to, and consistent with, the provisions of this Contract. The Town shall have the right to obtain a copy of the subcontract upon request.

10. Interest of Members of County, Towns and Others. No officer, member or employee of the County, or Towns and no member of its governing body of the locality or localities in which the Project is situated or being carried out who exercises any functions or responsibility in the review or approval of the undertaking or carrying out of the Project, shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly financially interested or has any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

11. Interest of Contractor. The Contractor covenants that it presently has no interest and shall not acquire any interest directly or indirectly which would conflict in any manner or degree with the performance of its services hereunder.

12. Assignability. The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County/Town thereto; provided, however that claims for money due or to become due the Contractor from the County/Town under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the County/Town.

13. Recordkeeping, Audit, and Inspection of Records. The Contractor shall maintain books, records, and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of seven (7) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention
period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. If this contract is funded in whole or in part with state or federal funds, the state or federal grantor agency, the Town or any of its duly authorized representatives or designees, shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records and other compilations of data of the Contractor which pertain to the provisions and requirements of this Contract. Such access shall include on-site audits, review and copying of records.

14. Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Contract which the County or Towns request to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County or Towns.

15. Publication, Reproduction and Use of Material. No material produced in whole or in part under this Contract shall be subject to copyright in the United States or in any other country. The County or Towns shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials prepared under this Contract.

16. Political Activity Prohibited. None of the services to be provided by the Contractor shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

17. Anti-Boycott Warranty. During the term of this Contract, neither the Contractor nor any "affiliated company" as hereafter defined, shall participate in or cooperate with an international boycott, as defined in Section 999 (b) (3) and (4) of the Internal Revenue Code of 1954, as amended by the Tax Reform Act of 1986, or engage in conduct declared to be unlawful by Sections 2 and 3 of Chapter 151E, Massachusetts General Laws. As used herein, an "affiliated company" shall be any business entity of which at least 51% of the ownership interests is directly or indirectly owned by the Contractor or by a person or persons or business entity or entities which directly or indirectly own at least 51% of the ownership interests of the Contractor.

18. Choice of Law. This Contract shall be construed under and governed by the laws of the Commonwealth of Massachusetts. The Contractor and the agents thereof, agree to bring any federal or state legal proceedings arising under this Contract, in which the County or Town is a party, in a court of competent jurisdiction within the Commonwealth of Massachusetts. This paragraph shall not be construed to limit any rights a party may have to intervene in any action, wherever pending, in which the other is a party. All parties to this contract and covenant agree that any disputes be litigated in the District of Superior courts in Barnstable County.

19. Force Majeure. Neither party shall be liable to the other nor be deemed to be in breach of this Contract for failure or delay in rendering performance arising out of causes factually beyond its control and without its fault or negligence. Such causes may include, but are not limited to: acts of God or the public enemy, wars, fires, floods, epidemics, strikes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

20. Compliance with Laws. The Contractor shall promptly comply with all applicable laws, rules, regulations, ordinances, orders and requirements of the Commonwealth and any state or federal governmental authority relating to the delivery of the services described in this Contract subject to section 18 above. Unless otherwise provided by law, the Contractor shall promptly pay all fines, penalties and damages that may arise out of or are imposed because of the Contractor's failure to comply with the provisions of this section and, shall indemnify the County and Towns against any liability incurred as a result of a violation of this section. If the Contractor receives federal funds pursuant to this Contact, Contractor understands and agrees to comply with all federal requirements including but not limited to audit requirements. Not-for-Profit entities that receive federal funds from the County must comply with the audit requirements outlined in the Office of Management and Budget OMB Circular A-133.

21. Headings, Interpretation and Severability. The headings used herein are for reference and convenience only and shall not be a factor in the interpretation of the Contract. If any provision of this Contract is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved
of all obligations under that provision. The remainder of the Contract shall be enforced to the fullest extent permitted by law.

22. Waiver of Liability. The Contractor and the County hereby covenant and agree to waive any and all claims against Barnstable County and the Towns and release Barnstable County and the towns from any liability arising out of the Scope of Services described in the attached “Exhibit A”.

IN WITNESS WHEREOF, the County and Contractor have executed this Agreement this ______ day of in the year two thousand and fourteen.

FOR THE COUNTY:

BARNSTABLE COUNTY COMMISSIONERS:

_____________________________
Ron Beaty

_____________________________
Leo Cakounes

_____________________________
Mary Pat Flynn

_____________________________
Date

FOR THE CONTRACTOR: Sealcoating, Inc.

_____________________________
Elizabeth Wuori, President

_____________________________
March 20, 2017
Date
Attachment A to Contract: Crackfilling Specs

HOT APPLIED ASPHALTIC CRACK FILLER (Item No.40)

The Work under this item shall include the preparation of cracks in existing bituminous concrete pavement which may be overlain with new bituminous concrete or stone seal, and the filling of the prepared cracks with a fiber reinforced asphaltic compound. Work shall be completed on bituminous concrete in an "as is" condition (e.g. Towns will not sweep areas beforehand).

The crackfilling material shall be a fiber reinforced asphaltic compound of the following material and properties:

<table>
<thead>
<tr>
<th>ASPHALT</th>
<th>Grade PG 58-28, PG 64-22, or PG 64-28 (formerly AC 20)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Penetration of 75-100</td>
</tr>
<tr>
<td>FIBER</td>
<td>Polyester fiber</td>
</tr>
<tr>
<td></td>
<td>Concentration-6-8% by weight to asphalt</td>
</tr>
<tr>
<td></td>
<td>Length-7 mm</td>
</tr>
<tr>
<td></td>
<td>Denier-15 dpf</td>
</tr>
<tr>
<td></td>
<td>Color-natural</td>
</tr>
<tr>
<td></td>
<td>Crimp-none</td>
</tr>
<tr>
<td></td>
<td>Tensile Strength-75,000 psi, minimum (+/- 5,000 psi)</td>
</tr>
<tr>
<td></td>
<td>Specific Gravity-1.32 to 1.40</td>
</tr>
</tbody>
</table>

Fibers shall be added in the presence of the Engineer and shall be added only once for each individual batch mixed in order to insure a consistent concentration of fibers in the compound. Adding fibers and other materials "on-the-fly" will not be allowed.

Only cracks larger than 1/4-inch in width, as determined by the Engineer, shall be sealed. Overbanding shall not exceed 4” in width after placement. Expansion of the overband by traffic or weather will result in a deduction in the total gallons applied equal to the ratio of the expansion to the overband. (As an example, a 1” expansion of a 4” overband will result in a 25% deduction in the total gallons of crackfiller applied.)

The air compressor shall be portable and capable of furnishing not less than 100 cubic feet of air per minute at a pressure of not less than 90 pounds per square inch at the nozzle. The compressor shall be equipped with traps that will maintain the compressed air free of oil and water. Manually operated, gas powered air-broom or self-propelled sweeper designed especially for use in cleaning roadway pavements shall be used to remove debris, dirt, and dust from the cracks.

The melting kettle required to melt the joint sealing compound shall be an indirect fired type double-walled boiler. The space between the inner and outer walls shall be filled with a suitable heat transfer oil or substitute having a flash point of not less than 600 degrees Fahrenheit. The kettle must be equipped with a satisfactory means of agitating the joint sealer at all times by continuous stirring with mechanically operated paddles and/or by a continuous circulating gear pump attached to the heating unit. The kettle must be equipped with a thermostatic control calibrated between 200 degrees F and 550 degrees F.
The joint filler applicator shall be an Extrudament as manufactured by Hercules Inc., or approved equivalent.

The equipment used in the performance of the required Work shall be subject to the approval of the Engineer and shall be maintained in a satisfactory working condition at all times.

All cracks shall be thoroughly cleaned (including vegetation) by blowing with compressed air or other approved method just prior to the placement of the joint sealing material. All cracks shall be sterilized by use of a propane air torch generating 2,000 degrees F. and 3,000 foot/second velocity to eliminate all vegetation, dirt, moisture and seeds. All debris removed from the cracks shall be removed from the pavement surface immediately by means of a power sweeper, hand or air broom.

No crackfiller material shall be placed in wet cracks or where snow, ice, or frost are present, nor when the air temperature is below 32 deg. F.

Cracks shall be completely filled by hot extrusion from the applicator with the filler material at 320 deg.F (minimum) and overlain with a membrane of approved filler material in one continuous operation.

Hot applied asphaltic crackfiller will be measured for payment by the actual number of gallons of filler applied to the pavement. Hot applied asphaltic crackfiller will be paid for at the Contract unit price per gallon, which price shall include all labor, material, equipment and incidental costs required to complete the Work.

MODIFIED ASPHALT-FIBER CRACKFILLER (Item No. 41)

The Work under this item shall include the preparation of cracks in existing bituminous concrete pavement which may be overlain with new bituminous concrete or stone seal, and the filling of the prepared cracks with a modified asphalt-fiber compound. Work shall be completed on bituminous concrete in an "as is" condition (e.g. Towns will not sweep areas beforehand).

The crackfilling material shall be a modified asphalt-fiber compound designed especially for improving strength and performance of the parent asphalt sealant. The asphalt binder shall consist of a blend of neat asphalt binder and chemically modified crumb rubber (CMCR) that meets the following specifications:

- PG 64-28 or PG 70-28 after modification.
- Viscosity of not more than 3PaS at 300 degrees F.
- Modification at a minimum shall consist of 5% CMCR and the maximum particle size for the CMCR shall be 80 mesh (#80 sieve).
- The performance grade of the neat asphalt binder shall not exceed a PG 58-XX.
- The asphalt supplier shall provide testing for the neat asphalt binder and modified asphalt binder in accordance with AASHTO M320.

Fiber reinforcing materials shall be short-length polyester fibers having the following properties:
Length*  
Elongation at Break; ASTM D2256-90  
Melting Point; ASTM D3418-82  
Crimps/Inc; ASTM D3937-90  
Cross Section  
Denier; ASTM D1577-90  
Tensile Strength; ASTM D2256-90  
Diameter  
Specific Gravity; ASTM D792-91

0.25in.+0.02  
38%  
>475 degrees F (246 degrees C)  
None  
Round  
4.5 Nominal dpf  
>70,000 psi  
0.0085 in. **  
1.32 to 1.40

* At temperatures ranging from ambient to maximum finished product mix temperature  
** Subject to Normal Variations

Modified asphalt-fiber compound shall be mixed at a rate of 8% fiber weight to weight of asphalt cement.

Only cracks larger than 1/4-inch in width, as determined by the Engineer, shall be sealed. Overbanding shall not exceed 4” in width after placement. **Expansion of the overband by traffic or weather will result in a deduction in the total gallons applied equal to the ratio of the expansion to the overband.** (As an example, a 1” expansion of a 4” overband will result in a 25% deduction in the total gallons of crackfiller applied.)

The air compressor shall be portable and capable of furnishing not less than 100 cubic feet of air per minute at a pressure of not less than 90 pounds per square inch at the nozzle. The compressor shall be equipped with traps that will maintain the compressed air free of oil and water. Manually operated, gas powered air-broom or self-propelled sweeper designed especially for use in cleaning roadway pavements shall be used to remove debris, dirt, and dust from the cracks.

The melting kettle required to melt the joint sealing compound shall be an indirect fired type double-walled boiler. The space between the inner and outer walls shall be filled with a suitable heat transfer oil or substitute having a flash point of not less than 600 degrees Fahrenheit. The kettle must be equipped with a satisfactory means of agitating the joint sealer at all times by continuous stirring with mechanically operated paddles and/or by a continuous circulating gear pump attached to the heating unit. The kettle must be equipped with a thermostatic control calibrated between 200 degrees F and 550 degrees F and must be capable of pumping an 8% fiber content blend.

The equipment used in the performance of the required Work shall be subject to the approval of the Engineer and shall be maintained in a satisfactory working condition at all times.

All cracks shall be thoroughly cleaned (including vegetation) by blowing with compressed air or other approved method just prior to the placement of the joint sealing material. All cracks shall be sterilized by use of a propane air torch generating 2,000 degrees F. and 3,000 foot/second velocity to eliminate all vegetation, dirt, moisture and seeds. All debris removed from the cracks shall be removed from the pavement surface immediately by means of a power sweeper, hand or air broom.
No crackfiller material shall be placed in wet cracks or where snow, ice, or frost are present, nor when the air temperature is below 32 degrees F.

The asphalt-fiber compound shall be thoroughly mixed for a minimum of one (1) hour before application can begin. Whenever material is added to the tank, sealing operations shall be suspended for one (1) hour to allow for the minimum required mixing time. Minimum application temperature shall be 320 degrees F.

Fibers and CMCR shall be added in the presence of the Engineer and shall be added only once for each individual batch mixed in order to insure a consistent concentration of fibers in the compound. Adding fibers and other materials “on-the-fly” will not be allowed.

Sealant shall be delivered to the pavement cracks through a high pressure hose line and applicator shoe. A boiler slag aggregate shall be broadcast over the cracks to prevent sealant from being picked up.

Modified asphalt-fiber crack filler will be measured for payment by the actual number of gallons of filler applied to the pavement. Modified asphalt-fiber crack filler will be paid for at the Contract unit price per gallon, which price shall include all labor, material, equipment and incidental costs required to complete the Work.

**RUBBER CRACK FILLER (Item No.42)**

Crack sealant material shall be asphalt-vulcanized rubber material conforming to the following requirements:

1. The asphalt shall have a maximum penetration of 150 when tested in accordance with the procedure specified by the applicable AASHTO specification.

2. The granulated curb rubber (100% vulcanized) shall meet the following requirements:

   **PASSING SIEVE PERCENT**

   - No. 8, 100
   - No. 10, 98 – 100
   - No. 40, 0 – 100

The specific gravity of the granulated curb rubber shall be 1.15 ± 0.02 and shall be free of fabric, wire or other contaminated materials, except that up to four percent of calcium carbonate may be included to prevent particles from sticking together. Rubber materials shall be packaged in boxes of approximately 60-lb. weight, with a polyethylene liner. The boxes shall be placed on pallets and covered with a weather resistant covering. Equipment used by the Contractor shall be specifically manufactured for this purpose.

**PREPARATION**
1. Prior to application of hot asphalt-rubber sealant, joints and cracks shall be cleaned to remove dust, dirt, moisture and foreign material or old sealant.

2. Asphalt-rubber sealant material shall be unboxed and placed in joint and crack sealing machine for heating and mixing. The asphalt-rubber shall be heated to a minimum temperature of 300°F. The material shall be held in the mixing tank at application temperature until very little separation of the rubber and asphalt occurs when a bead of sealant material is placed on the pavement. Sealant material may be added to the mix as long as the minimum temperature of 300°F is maintained.

APPLICATION

1. Cracks shall be sealed from the bottom up. Sealant material shall be applied so it is flush with the surface.

2. Traffic shall not be allowed on the material until it has cured or until it has been sanded to prevent tracking.

PAYMENT

Rubber crack filler will be measured for payment by the actual number of gallons of filler applied to the pavement. Rubber crack filler will be paid for at the Contract unit price per gallon, which price shall include all labor, material, equipment and incidental costs required to complete the Work.

RUBBER CRACK FILLER (Item No.43)

Crack sealant material shall be asphalt-vulcanized rubber material conforming to the following requirements:

3. The asphalt shall have a maximum penetration of 150 when tested in accordance with the procedure specified by the applicable AASHTO specification.

4. The granulated curb rubber (100% vulcanized) shall meet the following requirements:

   Passing sieve percent

   No. 8, 100
   No. 10, 98 – 100
   No. 40, 0 – 100

   The specific gravity of the granulated curb rubber shall be 1.15 ± 0.02 and shall be free of fabric, wire or other contaminated materials, except that up to four percent of calcium carbonate may be included to prevent particles from sticking together. Rubber materials
shall be packaged in boxes of approximately 60-lb. weight, with a polyethylene liner. The boxes shall be placed on pallets and covered with a weather resistant covering. Equipment used by the Contractor shall be specifically manufactured for this purpose.

PREPARATION

3. Prior to application of hot asphalt-rubber sealant, joints and cracks shall be cleaned to remove dust, dirt, moisture and foreign material or old sealant.

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APPLICATION

3. Cracks shall be sealed from the bottom up. Sealant material shall be applied so it is flush with the surface.

4. Traffic shall not be allowed on the material until it has cured or until it has been sanded to prevent tracking.

PAYMENT

Rubber crack filler will be measured for payment by the actual number of gallons of filler applied to the pavement. Rubber crack filler will be paid for at the Contract unit price per gallon, which price shall include all labor, material, equipment and incidental costs required to complete the Work.

PAVEMENT SEALING (PaveShield) (Greater than 1,500 square yards) - Item No. 20
PAVEMENT SEALING (PaveShield) (Less than 1,500 square yards) - Item No. 21

The Work shall consist of providing and installing two coats of an Engineered resin emulsion seal coat slurry (PaveShield by Neyra Industries, Inc.) over aged and new hot mix asphalt concrete pavements, and shall conform to the relevant provisions of the Standard Specifications and the following:

Testing Methods and Practices

ASTM C 136 Method for Sieve Analysis of Fine and Coarse Aggregates
ASTM D 244 Standard Test Method for Emulsified Asphalts
ASTM D 2939 Method for Testing Emulsified Bitumens used as Protective Coatings
AASHTO T-04481 - Method for Testing the Solubility of Bituminous Materials in
Organic Solvents

Materials

Sealer (Pavement Coating): PaveShield manufactured by Neyra Industries, Inc., Cincinnati, Ohio; or approved equivalent. An engineered resin emulsion specifically formulated to extend pavement life.
Physical Composition: Sealer shall meet the following requirements when tested in accordance with ASTM D2939:

<table>
<thead>
<tr>
<th>Requirements</th>
<th>Max.</th>
<th>Min.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-Volatiles %</td>
<td>-</td>
<td>47</td>
</tr>
<tr>
<td>Water %</td>
<td>53</td>
<td>-</td>
</tr>
<tr>
<td>Ash of Non-Volatiles %</td>
<td>40</td>
<td>30</td>
</tr>
<tr>
<td>Specific Gravity</td>
<td>-</td>
<td>1.1</td>
</tr>
</tbody>
</table>

Drying Time: When tested according to ASTM D2939, sealer shall be “set to touch” in 1 hour, and exhibit “final set” in less than 8 hours.
Non-Flammability: The cured coating shall show no tendency to flash or ignite.
Adhesion & Resistance to Water: The cured coating shall exhibit no penetration, blistering, loss of adhesion, nor tendency to re-emulsify after immersion for 24 hours.

Oil Spot Primer: Neyra Petrobond manufactured by Neyra Industries, Inc., Cincinnati, Ohio; or approved equivalent. Water based acrylic oil spot primer compatible with pavement coating.

Sand: As recommended in printed data sheets by sealer manufacturer. Washed, dry silica sand free of dust, trash, clay, organic materials or other contaminates.
Gradation: To have an American Foundry Society grain fineness number that is no less than fifty (50) and no more than seventy (70), when tested in accordance with ASTM C 136.

Mixing Water: Potable and free from harmful soluble salts. Temperature of the water shall be a minimum fifty degrees (50) F.

Submittals

Contractor shall submit to the Owner: the trade name and manufacturer of the sealer and oil spot primer; and, the sealer and oil spot manufacturer’s printed Product Data Sheets and Technical Specifications.
At its discretion, Owner may require submittal of references, list of similar sites where the same products have been installed by Contractor, and other information needed by the Owner to complete its evaluation (see Instructions to Bidders contained herein).

Equipment
Use equipment that keeps the mixture homogeneous at all times and is capable of applying required coating weights evenly over entire width of application mechanism to provide a uniformly coated surface.

**Construction Procedures**

**Site Examination(s):** Contractor shall inspect new and existing paving surfaces for condition and defects that will adversely affect quality of work, and which cannot be put into an acceptable condition through normal preparatory work as specified herein. Contractor shall notify the Owner in writing of the specific defects found. Owner shall not be required to fix said defects unless Owner wishes to continue with the project and have the Contractor complete the sealing work. Contractor shall not be required to place the sealer over the noted defects without the defects being repaired by the Owner.

SP-26

**Preparation:** Owner shall be responsible for: repairing any paving defects (if he chooses to continue with the work); for pre-sweeping the areas to be sealed; for providing and installing barriers needed to protect the work; and, for providing and paying for police services, if needed. Contractor shall be responsible for: final cleaning (e.g., removal of fines, if needed) of the areas to be sealed; for cleaning oil spots and treating with oil spot primer; and, for protecting adjacent curbs, walks, fences, and other items from receiving primer and coating.

**Sealing:** Contractor shall apply coating (sealer) when pavement temperature is at least fifty (50) degrees F. and air temperature is fifty (50) degrees F. and rising, and shall apply coating during dry weather and when rain is not anticipated within eight (8) hours after application is completed. Because of the public nature of the work sites, Contractor understands and agrees that he may not be allowed to close off an entire area (e.g., a golf course or Town Hall parking lot) all at once and may be required to complete sealing of an area over two work cycles.

Contractor shall add water to the coating mix as required for application, quantity not to exceed twenty five (25) percent of engineered resin emulsion; and, shall add three (3) to five (5) pounds of sand per gallon to the engineered resin emulsion, and mix with power equipment to a homogeneous coating. Contractor shall apply all coats uniformly at a rate of 0.14 - 0.17 gallons per square yard using mixed and diluted material. Each coat shall be allowed to cure sufficiently to take traffic without scuffing. Final coat shall be allowed to cure a minimum of twenty four (24) hours under good drying conditions before allowing traffic.

For new paved areas, Contractor shall allow new asphalt to cure at least thirty (30) days before applying pavement coating. There shall be no difference in payment if the existing surface is new asphalt or aged asphalt.

Contractor shall remove primer and coating from surfaces other than those requiring primer and coating.

**Measurement and Payment**
Pavement Sealing will be measured for payment by the square yard of pavement surface area primed and sealed complete in place. Pavement Sealing will be paid for at the Contract unit price per square yard, which price shall include all labor, materials, equipment, and incidental costs required to satisfactorily complete the work (including oil spot cleaning and priming).  

**Materials:**
The aggregate shall be 1/4" or 3/8" durable crushed rock, consisting of the angular fragments obtained by breaking and crushing solid or shattered natural rock, and free from a detrimental quantity of thin, flat, elongated or other objectionable pieces. The crushed stone shall have a maximum percentage of wear as determined by the Los Angeles Abrasion Test (AASHTO-T-96) and shall be uniformly blended meeting Section M2.01.6 of the Standard Specifications. Crushed gravel will not be permitted.

The asphalt emulsion shall be a Cationic Asphalt Emulsion CRS-2 or CMS-2.

**Properties:**

<table>
<thead>
<tr>
<th>Property</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Viscosity, Saybolt Furol @ 122 degrees F (50 degrees C)</td>
<td>300</td>
</tr>
<tr>
<td>Sieve Test, %</td>
<td>.02</td>
</tr>
<tr>
<td>Residue by distillation, %</td>
<td>67</td>
</tr>
<tr>
<td>Test on residue from distillation test:</td>
<td></td>
</tr>
<tr>
<td>Penetration, 77 degrees F (25 degrees C) 100g, 5 s</td>
<td>140</td>
</tr>
<tr>
<td>Ductility, 77 degrees F (25 degrees C), 5 cm/min, cm</td>
<td>60</td>
</tr>
<tr>
<td>Solubility in 9richloroethylene, %</td>
<td>99</td>
</tr>
<tr>
<td></td>
<td>SP-27</td>
</tr>
</tbody>
</table>

The anti-track material shall be Black Beauty, as manufactured by the Reed Minerals Slag Products, a division of HARCO Corp. in Highland, Indiana or an approved equal.
COUNTY OF BARNSTABLE
PURCHASING

DEPARTMENT OF FINANCE
SUPERIOR COURT HOUSE
P.O. BOX 427
BARNSTABLE, MASSACHUSETTS 02630

Elaine Davis
Chief Procurement Officer

Phone: (508) 375-6637
Fax: (508) 362-4136
Email: edav@barnstablecounty.org

Invitation for Bids

Barnstable County, on behalf of Towns in Barnstable County is seeking sealed bids for Crackfilling Items for the period of April 1, 2017 through March 31, 2018, with the option to renew for one additional year.

Bids will be received at the Superior Court House, Office of the County Commissioners, Purchasing Department, 3195 Main Street, P.O. Box 427, Barnstable, MA 02630, on or before February 9, 2017 at 10:00 AM, no exceptions.

Bid specifications may be obtained from the Barnstable County Purchasing Department, Superior Court House, P.O. Box 427, Barnstable, Massachusetts 02630.

Sealed envelopes containing bids shall be clearly marked “Bid – Crackfilling Items – 2017”.

NOTE: One original and one (1) copy of each bid shall be submitted. NO faxed proposals will be accepted.

The County of Barnstable reserves the right to accept or reject any or all bids, to waive any informality contained therein, and to award the contract as decided to be in the best interest of the County.

All submission for this project are subject to the provisions of Massachusetts General Laws, Chapter 30, 39M. Some items require MA Highway Prequalification. Prevailing Wages Required.

The County of Barnstable fully complies with federal, state, and local laws and directives governing equal opportunity, affirmative action and non-discrimination in all county activities and actively solicits bids/proposals from MBE/WBE businesses in accordance with County policy.

Dated at Barnstable, Massachusetts, this 18th Day of January, Two Thousand and Seventeen.

Elaine Davis
Chief Procurement Officer
INSTRUCTIONS TO BIDDERS

1. Defined Terms.

The term “County” means the County of Barnstable, MA through the County Commissioners.

The term "Successful Bidder" means the lowest, qualified, responsible, and responsive Bidder to whom the County (on the basis of the County’s and Towns’ evaluation as hereinafter provided) makes an award.

The term "Owner" means the Towns in the County, as appropriate.

2. Copies of Bidding Documents.

2.1 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement or Invitation may be obtained from the Office of the County Commissioners.

2.2 Complete sets of Bidding Documents shall be used in preparing Bids; the County will not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3 The County, in making copies of Bidding Documents available on the above terms, does so only for the purpose of obtaining Bids on the Work and does not confer a license or grant for any other use.

3. Examination of Contract Documents and Site(s).

3.1 Before submitting a Bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) visit the Towns to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work, (c) familiarize himself with federal, state and local laws, by-laws, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (d) study and carefully correlate Bidder's observations with the Contract Documents.

3.2 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Article and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

3.3 If this bid is received electronically, bidders are solely responsible for obtaining and completing required attachments that are identified in this bid and for checking for any addenda or modifications that are subsequently made to this bid or attachments. Barnstable County accepts no liability and will provide no accommodation to bidders who fail to check for amended bids and submit inadequate or incorrect responses. Bidders may not alter (manually or electronically) the bid language or any bid documents. Unauthorized modifications to the body of the bid, specifications, terms or conditions, or which change the intent of this bid are prohibited and may disqualify a response.
4. **Interpretations.**

All questions about the meaning or intent of the Contract Documents shall be submitted to the County in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by the County as having received the Documents. Questions received less than seven days prior to the date for opening of Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

5. **Bid Security.**

5.1 Bid Security shall be made payable to the County, in an amount of five percent (5%) of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond.

5.2 The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security (Bonds, when required) and Insurance Binders, where upon it will be returned; if the Successful Bidder fails to execute and deliver the Agreement and furnish the required documents within five (5) working days of the Notice of Award, the County may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of any Bidder whom the County believes to have a reasonable chance of receiving the award may be retained by the County until the earlier of the seventh (7th) day after the "effective date of the Agreement" (which term is defined in the General Conditions) by the County to Contractor and the required Contract Security is furnished or the sixty-first (61st) day after the Bid opening. Bid Security of other Bidders will be returned within seven (7) days of the Bid opening.

6. **Contract Time.**

The Contract Time begins **April 1, 2017** and terminates **March 31, 2018**, or when the Contract amount has been expended, whichever occurs first. If the bids are extended for 1 year, then the new Contract period for all Towns will be from April 1, 2018 to March 31, 2019. The County reserves the right to extend the Contract under the same terms, conditions, and estimated quantities for a maximum period of one (1) year from date of expiration. If the County chooses to extend a contract, then the County will issue a written notice to the Contractor. If the Contractor refuses to extend the contract for the additional year (if selected by the County), then that Contractor will be considered in breach of contract and will not be allowed to bid on similar contracts for one (1) year.

7. **Substitute Material and Equipment.**

The Contract, if awarded, will be on the basis of material and equipment described/specification in the Contract Specifications. Whenever it is indicated in the Contract Specifications that a substitute or "approved equivalent" item of material or equipment may be furnished or used by Contractor if acceptable, application for such acceptance will not be considered by the County until after the satisfactory completion thereof.
8. Subcontractors, etc.

8.1 If the General Conditions require the identity of certain Subcontractors and other persons and organizations to be submitted in advance of the Notice of Award, the apparent Successful Bidder, and any other Bidder so requested, will within seven days after the day of the Bid opening submit a list of all Subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the Work as to which such identification is so required. Such list shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification for each such Subcontractor, person and organization if requested. If, after due investigation, reasonable objection exists to any proposed Subcontractor, other person or organization, the apparent Successful Bidder will be requested to submit an acceptable substitute without an increase in Bid price.

If the apparent Successful Bidder declines to make any such substitution, the Contract shall not be awarded to such Bidder. Any Subcontractor, other person or organization so listed and for whom the County has no written objection is submitted prior to the giving of the Notice of Award will be deemed acceptable.

8.2 No Contractor shall be required to employ any Subcontractor, other person or organization against whom he has reasonable objection.

9. Bid Form.

9.1 All Bids must be submitted on the Bid forms bound herein; additional copies may be obtained from the County.

9.2 Bid Forms must be completed in ink or by typewriter. The Bid unit price of each item bid on the forms must be stated in words and numerals; in case of a conflict, words will take precedence.

9.3 Bids by corporations must be executed in the corporate name by the president or vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

9.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

9.5 All names must be typed or printed below the signature.

9.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).

9.7 The address to which communications regarding the Bid are to be directed must be shown.
10. Submission of Bids.

Bids shall be submitted at the time and place indicated in the Invitation to Bid and shall be included in an opaque sealed envelope marked with the project title and name and address of the Bidder and accompanied by all required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof.

11. Modification and Withdrawal of Bids.

11.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

11.2 If, within twenty-four (24) hours after Bids are opened, any Bidder files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material and substantial mistake in the preparation of his Bid, that Bidder may withdraw his Bid. Thereafter, that Bidder will be disqualified from further bidding on the Work.

12. Opening of Bids.

Bids will be opened publicly. They will be read aloud, and an abstract of the amounts of the base Bids will be made available after the opening of Bids.

13. Bids to Remain Open.

All Bids shall remain open for sixty (60) days after the day of the Bid opening, but the County may, in its sole discretion, release any Bid prior to that date.


14.1 The County may consider informal any bid not prepared and submitted in accordance with the provisions hereof. The County reserves the right to reject any and all Bids, to waive any and all informalities and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsive or conditional Bids. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of a column of figures and the correct sum thereof will be resolved in favor of the correct sum.

14.2 In evaluating Bids, the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements and prices if requested in the Bid forms shall be considered. The Contract shall be awarded to the lowest, qualified, responsive and responsible Bidder.
14.3 The qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations must be submitted as provided in the Supplementary Conditions may be considered. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered.

14.4 Investigations may be conducted as deemed necessary (including but not limited to requesting a list of all projects completed by a Bidder) to assist in the evaluation of any Bid and to satisfactorily establish the responsibility, qualifications and financial ability of the Bidders, proposed Subcontractors and other persons and organizations to do the Work in accordance with the Contract Documents within the prescribed time.

14.5 The right is reserved to reject the Bid of any Bidder who does not satisfactorily pass any such evaluation.

14.6 If the Contract is to be awarded, it will be awarded to the lowest, qualified, responsive and responsible Bidder whose evaluation indicates that the award will be in the best interests of the Project.

14.7 If the Contract is to be awarded, the County will give the Successful Bidder a Notice of Award within sixty (60) days after the day of the Bid opening.

15. Signing of Agreement.

When the County gives a Notice of Award to the Successful Bidder, it will be accompanied by at least three (3) counterparts of the Agreement and all other Contract Documents. Within five (5) working days thereafter Contractor shall sign and deliver at least three counterparts of the Agreement to the County with all other Contract Documents (e.g. Bonds, Insurance Binders) attached.

16. Special Legal Requirements.

All bids shall be submitted in accordance with all requirements of all laws and regulations governing the performance of work on the Project or Services. Bidder warrants and represents that it has read and is familiar with all such requirements.

17. Performance and other Bonds.

Each successful Bidder shall supply the required Performance/Maintenance Bond and Labor/Materials (Payment) Bond, and shall provide the Bonds to each Town after receiving a written Notice to Proceed from that Town.

The General Conditions set forth the detailed requirements as to the Performance/Maintenance, and Labor/Materials Bonds.
18. Other.

18.1 Termination of a Contract or Services by any Town shall not invalidate or alter the terms of a Contract or Services with any other Town.

18.2 Each Town shall be solely responsible for payment of invoices due Contractor for quantities ordered and received by that Town only.

18.3 Bids shall be available for all divisions, departments, and political subdivisions of each Town including, but not limited to: water, fire, and school districts.

18.4 "As per MGL, Chapter 7, section 22, each political subdivision participating in this bid is solely responsible for any payment due vendor for its share of such purchase. Barnstable County, as lead purchasing agent shall not be liable for payment or for any claim based upon a breach of warranty or defects in the design, manufacture or installation of material, supplies or equipment purchase pursuant to this bid."


During the performance of this project, the Bidder and all of his Subcontractors, for himself, his assignees, and successors in interest, agree as follows: The Bidder, in the performance of all work during, after and prior to completion of work under this Agreement, will not discriminate on grounds of race, color, religious creed, national origin, age or sex in employment practices, in the selection or retention of subcontractors, or in the procurement of materials and rentals of equipment. (Fair Employment Practices law of the Commonwealth M.G.L. Chapter 151B.) The Bidder by signing this Agreement agrees to abide by the above paragraph to the best of his/her ability.

Items on the bid form highlighted with an asterisk indicate that he/she must be prequalified by MA Highway to bid on this work.
BID FORM

BID IDENTIFICATION: CRACKFILLING
(UNIT PRICE WORK)

THIS BID IS SUBMITTED TO:
(Name and Address of Owner)
Office of the County Commissioners
Superior Court House
P.O. Box 427
Barnstable, Massachusetts 02630

1. The undersigned BIDDER proposes and agrees, if the Bid is accepted to enter into an Agreement with the County, to complete all Work as specified or indicated in the Contract Documents for the Contract Unit Prices during the contract period of April 1, 2017 to March 31, 2018 and in accordance with the Contract Documents.

2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders. This Bid will remain open for sixty (60) days after the day of Bid opening. BIDDER will sign the Agreement and submit other documents (e.g. Bonds, Insurance Binders) required by the Contract Documents within five (5) working days after the date of the County’s Notice of Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

3.1 BIDDER has examined copies of all the Contract Documents and of the following addenda:

   Date 1/27/17 Number 1
   Date _______________ Number _______________

   (receipt of all of which is hereby acknowledged) and also copies of the Notice to Bidders and the Instructions to Bidders.

3.2 BIDDER has examined the legal requirements (federal, state and local laws, by-laws, rules and regulations) and the conditions affecting cost, progress of performance of the Work and has made such independent investigations as BIDDER deems necessary.

3.3 This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation, and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the County.

4. BIDDER will complete all the Work assigned for the unit price(s) listed in the Bid Form.

5. The following documents are attached to and made a condition of this Bid:

5.1 A tabulation of Subcontractors and other persons or organizations required to be identified in this Bid.
ADDENDUM NO. 1

Barnstable County Purchasing Department
PO Box 427
Barnstable, MA 02630

DATE ISSUED: January 27, 2017
TO: All Bidders of Record
SUBJ: Barnstable County, on behalf of the Towns in Barnstable County is seeking sealed bids for Crack-filling Items for the period of April 1, 2017 through March 31, 2018, with the option to renew for one additional year.

ADDENDUM NO. 1

Correction to Quantities:
Item # 41, Modified Asphalt Fiber Crack-filler for Town of Orleans is 5000, not 20,000

Clarification:
There are no quantities for the Town of Barnstable.

Reminder:
Town of Bourne requires MA Highway Prequalification as shown by asterisk and yellow highlights.

All Addenda must be acknowledged on the bid form.

Elaine Davis
Chief Procurement Officer
6. Communications concerning this Bid shall be addressed to:

Company Name: Sealcoating, Inc.
Address: 825 Granite Street
Braintree, MA 02184
Telephone No.: (781) 428-3400
Fax No.: (781) 428-3430
E-mail Address: bregan@sealcoatinginc.com
Bidder's Contact Person: Richard L. Goodick, Vice President

7. Bid comparison will be based on each item unit price provided for each Town. Bidders may bid on any or all items for any or all Towns listed. Bid selection will be by each item by Town and will be based on the lowest, qualified, responsible, and responsive bid for each item for each Town.

8. The undersigned certifies under 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 paragraph, the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

9. The undersigned also certifies: that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; and, that all employees 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.

SUBMITTED on February 7, 2017.

An Individual

By (SEAL) (Individual's Name and Signature)

doing business as

Business address:

Phone No.:
A Partnership

By ______________________________ (SEAL)

(Firm Name)

_______________________________

(General Partner Name and Signature)

Business address:

________________________________

________________________________

Phone No.: ________________________

A Corporation

By Sealcoating, Inc.

(Corporation Name)

Massachusetts

(State of Incorporation)

By ______________________________

(Name of person authorized to sign and Signature)

Richard L. Goodick, Vice President

(Corporate Seal)

Attest ____________________________

April Durant (Secretary)

Business address: 825 Granite Street

Braintree, MA 02184

Phone No.: (781) 428-3400

BF-3
A Joint Venture

By ________________________________________________

(Name and Signature)

_____________________________________________

(Address)

By ________________________________________________

(Name and Signature)

_____________________________________________

(Address)

(Each joint venture must sign. The manner of signing for each individual, partnership and corporation that is party to the joint venture should be in the manner indicated above.)
USE THIS AS THE COVER TO YOUR BID

CERTIFICATE of NON-COLLUSION AND TAX COMPLIANCE

Pursuant to MGL Chapter 62C, Section 49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, have complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

I certify under the penalties of perjury that this bid/proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certificate, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other legal organization, entity or group of individuals.

Company: Sealcoating, Inc.

Address: 825 Granite Street

Braintree, MA 02184

Signature of Individual Signing

Bid, or Corporate Officer: Richard L. Goodick, Vice President

Sealcoating, Inc., 825 Granite St., Braintree, MA 02184

(781) 428-3400

Telephone Number:

Social Security Number

Or Federal Identification Number: 04-3520246

Date: February 7, 2017

Any person or corporation which fails to execute this document will be considered a non-responsive bidder and will be rejected pursuant to MGL Chapter 30, 39M.
BID FORM
CRACKFILLING
(UNIT PRICE WORK)

State the unit bid price (written in words and in numerals) for each Town listed. See page SP-1 for estimated quantities. Bidders may wish to contact each Town to obtain actual quantities purchased during prior years. Bidders may bid on any or all items for any or all Towns. Bid selection will be by each item and will be based on the lowest, qualified, responsible, and responsive bid for each item for each Town.

Two Lowest Bidders: It is the intent to award a contract to the two (2) lowest, qualified, responsible, and responsive bidders for both items. When needing work completed for each of these items, each Town shall first forward by e-mail or fax a Notice to Proceed to the lower of the two lowest bidders. If the lowest bidder does not schedule the work requested within forty-eight (48) hours of receiving the Notice to Proceed and/or can not begin (and remain at) work within ten (10) working days, then the Town shall have the right to forward a Notice to Proceed to the second lowest bidder. Each Town shall follow its own policy in the case of the need to break a tied bid.

MASSDOT Prequalification: The Towns presently intend to use Chapter 90 (State) funds to finance some of the work. Therefore, bidders for both items are required to be prequalified through the Massachusetts Department of Transportation (MASSDOT). FOR THE Towns of Sandwich, Bourne and Harwich, bids received from bidders not prequalified by the MASSDOT will be declared invalid.

Price Adjustments: Price adjustments for cost fluctuations will be allowed for liquid asphalt, diesel fuel, gasoline, Portland cement, and steel as specified by MASSDOT and the following. Liquid asphalt (greater than 100 tons and variance from base price of 5% or more) adjustment will be allowed for both items. Diesel fuel (variance from base price of 10% or more) adjustment will be allowed for both items. Gasoline (variance from base price of 10% or more) adjustment will be allowed for Bid Item Numbers: None. Portland cement (greater than 100 C.Y.) adjustment will be allowed for Bid Item Numbers: None. Steel (variance from base price of 5% or more) adjustment will be allowed for Bid Item Numbers: None. No other Bid Items will be allowed these adjustments. MASSDOT procedures shall be used to determine the adjustments, except as noted herein. The price adjustments shall be based on the difference between the “base price” and the “order price”. The “base price” shall be the most recent published MASSDOT liquid asphalt, diesel fuel, gasoline, Portland cement, or steel price available on the day that the bids are due. The “order price” shall be the most recent published MASSDOT liquid asphalt, diesel fuel, gasoline, Portland cement, or steel price available on the day that a Town places an order for a specific item. A Town ordering work shall be provided with only one (1) invoice for each project. This invoice shall include the name of the item(s) installed, the quantity installed, the original unit bid price(s), and the price adjustment(s) (including back-up information such as calculations, MASSDOT publication) for each project. A second invoice for the adjustment(s) submitted at a later date shall not be acceptable.
### ITEM NO.40

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<th>HOT APPLIED ASPHALTIC CRACKFILLER</th>
<th>PER GAL.</th>
</tr>
</thead>
<tbody>
<tr>
<td>*Bourne</td>
<td>Seven Dollars and Eleven Cents per Gallon</td>
<td>$ 7.11/Gal</td>
</tr>
<tr>
<td>Dennis</td>
<td>Eight Dollars and Thirty-eight Cents per Gallon</td>
<td>$ 7.38/Gal</td>
</tr>
<tr>
<td>Eastham</td>
<td>Seven Dollars and Thirty-two Cents per Gallon</td>
<td>$ 8.32/Gal</td>
</tr>
<tr>
<td>Falmouth</td>
<td>Seven Dollars and Twenty-nine Cents per Gallon</td>
<td>$ 7.29/Gal</td>
</tr>
<tr>
<td>Orleans</td>
<td>Seven Dollars and Forty-seven Cents per Gallon</td>
<td>$ 7.47/Gal</td>
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### ITEM NO.41

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<th>MODIFIED ASPHALT-FIBER CRACKFILLER</th>
<th>PER GAL.</th>
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</thead>
<tbody>
<tr>
<td>*Bourne</td>
<td>Eight Dollars and Ninety-eight Cents per Gallon</td>
<td>$ 8.98/Gal</td>
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<td>Chatham</td>
<td>Ten Dollars and Forty-nine Cents per Gallon</td>
<td>$ 10.49/Gal</td>
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<tr>
<td>Dennis</td>
<td>Nine Dollars and Thirty-one Cents per Gallon</td>
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<td>Ten Dollars and Forty-nine Cents per Gallon</td>
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<td>Harwich</td>
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<td>$ 9.41/Gal</td>
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<tr>
<td>Sandwich</td>
<td>Eight Dollars and Ninety-eight Cents per Gallon</td>
<td>$ 8.98/Gal</td>
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<tr>
<td>Wellfleet</td>
<td>Ten Dollars and Twenty-three Cents per Gallon</td>
<td>$ 10.23/Gal</td>
</tr>
<tr>
<td>Yarmouth</td>
<td>Nine Dollars and Twenty Cents per Gallon</td>
<td>$ 9.20/Gal</td>
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### ITEM NO.43

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<th>Town</th>
<th>RUBBER CRACKFILLER</th>
<th>PER GAL.</th>
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<tbody>
<tr>
<td>Dennis</td>
<td>Fifteen Dollars and Thirty-two Cents per Gallon</td>
<td>$ 15.32/Gal</td>
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<tr>
<td>Harwich</td>
<td>Fifteen Dollars and Thirty-two Cents per Gallon</td>
<td>$ 15.32/Gal</td>
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<tr>
<td>Sandwich</td>
<td>Fourteen Dollars and Seventy-eight Cents per Gallon</td>
<td>$ 14.78/Gal</td>
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<tr>
<td>Yarmouth</td>
<td>Fifteen Dollars and Fourteen Cents per Gallon</td>
<td>$ 15.14/Gal</td>
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### PAVEMENT SEALING (PAVE SHIELD – UNDER 1500 SQ YDS/DAILY)

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<th>Town</th>
<th>Unit Bid Price Written in Words</th>
<th>PER GAL.</th>
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<tbody>
<tr>
<td>Sandwich</td>
<td>Three Dollars and Fifty-eight Cents per Gallon</td>
<td>$ 3.58/Gal</td>
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### PAVEMENT SEALING (PAVE SHIELD – 1500 SQ YDS/DAY OR GREATER)

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<th>Town</th>
<th>Unit Bid Price Written in Words</th>
<th>PER GAL.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dennis</td>
<td>Two Dollars and Forty-seven Cents per Gallon</td>
<td>$ 2.47/Gal</td>
</tr>
<tr>
<td>Location</td>
<td>Price Description</td>
<td>Price</td>
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<tr>
<td>------------</td>
<td>----------------------------------------</td>
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</tr>
<tr>
<td>Eastham</td>
<td>Two Dollars and Seventy-two Cents</td>
<td>$2.72/Gal</td>
</tr>
<tr>
<td></td>
<td>Per Gallon</td>
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</tr>
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<td>Two Dollars and Forty-seven Cents</td>
<td>$2.47/Gal</td>
</tr>
<tr>
<td></td>
<td>Per Gallon</td>
<td></td>
</tr>
<tr>
<td>Yarmouth</td>
<td>Two Dollars and Forty-seven Cents</td>
<td>$2.47/Gal</td>
</tr>
<tr>
<td></td>
<td>Per Gallon</td>
<td></td>
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</tbody>
</table>

* Signifies vendor must be MA Highway Prequalified for this project
GENERAL CONDITIONS

ARTICLE 1 - CONTRACT DOCUMENTS, INTENT, AMENDING, AND REUSE

Intent:

1.1 The Contract Documents comprise the entire Agreement between the County and CONTRACTOR concerning the Work. The Contract Documents are complementary: what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the place of the Project.

1.2 It is the intent of the Contract Documents to describe a functionally complete Project or Service (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or Laws or Regulations in effect at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of the County, the Towns or CONTRACTOR, or any of their agents or employees from those set forth in the Contract Documents, nor the Notice to Proceed.

ARTICLE 2 CONTRACTOR'S LIABILITY INSURANCE

2.1 CONTRACTOR shall purchase and maintain such comprehensive general liability and other insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR'S performance and furnishing of the Work and CONTRACTOR'S other obligations under the Contract Documents, whether it is to be performed or furnished by CONTRACTOR, by any Subcontractor, by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable:

2.1.1 Claims under workers' or workmen's compensation, disability benefits and other similar employee benefit acts;

2.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR'S employees;

2.1.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR'S employees;

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Fiber Reinforced Crack Sealing References

**Town of Fairfield, CT** (Customer since 2013)
Department of Public Works
One Rod Highway
Fairfield, CT 06824
Contact: Scott Bartlett, Superintendent of Public Works Operations (203) 256-3010
Email: sbartlett@town.fairfield.ct.us
*Job #02-16-0005, Start Date: 04/04/2016, Completion Date: 05/31/16, Contract Amount: $304,946.88*

**City of Newburyport, MA** (Customer since 2008)
Department of Public Services
16A Perry Way
Newburyport, MA 01950
Contact: Wayne Amaral, Deputy Director (978) 465-4464
Email: wamaral@cityofnewburyport.com
*Job #02-16-0060, Start Date: 05/02/16, Completion Date: 5/19/16, Contract Amount: $52,208.70*

**Town of Lexington, MA** (Customer since 2010)
Department of Public Works
Samuel Hadley Public Services Bldg.
201 Bedford Street
Lexington, MA 02420
Contact: John Livsey, Town Engineer (781) 862-0500
Email: jlivsey@lexingtonma.gov
*Job #02-16-0066, Start Date: 04/22/2016, Completion Date: 05/27/2016, Contract Amount: $81,162.90*

**City of New Bedford, MA** (Customer since 2009)
Department of Public Works
133 William Street
New Bedford, MA 02740
Contact: Zeb Arruda, Foreman (508) 979-1550
Email: zeb.arruda@newbedford-ma.gov
*Job #02-16-0072, Start Date: 05/31/16, Completion Date: 09/22/16, Contract Amount: $113,383.76*

**Town of Kingston, MA** (Customer since 1998)
Town Administration Bldg.
26 Evergreen Street
Kingston, MA 02364
Contact: Paul Basler, Highway Superintendent (781) 585-0510
Email: pbasler@kingstonmass.org
*Job #02-16-0109, Start Date: 06/04/16, Completion Date: 06/20/16, Contract Amount: $69,863.04*

**Town of Walpole, MA** (Customer since 2014)
Department of Public Works
135 School Street
Walpole, MA 02081
Contact: Drew Hand, Asst. Superintendent of Highways (508) 660-7328
Email: dhand@walpole-ma.gov
*Job #02-16-0089, Start Date: 4/22/16, Completion Date: 10/27/16, Contract Amount: $60,063.12*
Polymer & Crumb Rubber Modified Crack Sealing References

Fairfield, CT (Customer since 2013)
Department of Public Works
One Rod Highway
Fairfield, CT 06824
Contact: Scott Bartlett, Superintendent
Phone: (203) 256-3181
Fax: (203) 256-3187
Job #02-16-0005, Start Date: 04/11/2016, Completion Date: 07/21/2016, Contract Amount: $117,750.60

Hopkinton, MA; Town of (Customer since 2001)
Highway Department
83 Wood Street
Hopkinton, MA 01748
Contact: Phil Schiloski, Highway Superintendent
Phone: (508) 497-9740
Fax: (508) 497-9761
Job #02-16-0099, Start Date: 05/12/2016, Completion Date: 05/23/2016, Contract Amount: $66,028.99

Franklin, MA (Customer since 1996)
Department of Public Works
257 Fisher Street
Franklin, MA 02038
Contact: Brutus Ciancarelli, Public Works Director
Phone: (508) 520-4910
Fax: (508) 520-4944
Job #02-16-0087, Start Date: 05/25/2016, Completion Date: 09/17/2016, Contract Amount: $202,118.21

Beverly, MA (Customer since 1997)
Public Services Department
148 Park Street
Beverly, MA 01915
Contact: Sean Ciancarelli, Assistant City Engineer
Phone: (978) 605-2358
Fax: (978) 921-6003
Job #02-16-0121, Start Date: 06/17/2016, Completion Date: 07/12/2016, Contract Amount: $90,450.00

Yarmouth, MA (Customer since 1996)
Highway Department
507 Buck Island Road
West Yarmouth, MA 02673
Contact: Richard de'Mello, Town Engineer
Phone: (508) 398-2231
Fax: (508) 760-4830
Job #02-16-0070, Start Date: 04/11/2016, Completion Date: 05/31/2016, Contract Amount: $143,042.64

Westfield, MA (Customer since 2016)
Department of Public Works
59 Court Street, City Hall
Westfield, MA 01085
Contact: Joel Faria
Phone: (413) 572-6256
Fax: (603) 572-6274
Job #02-16-0329, Start Date: 09/20/2016, Completion Date: 11/10/2016, Contract Amount: $87,023.23
Random Crack Sealing by Rubberized Method References

**Connecticut Department of Transportation (Customer since 2014)**
2800 Berlin Turnpike  
P.O. Box 317546  
Newington, CT 06131  
Contact: Mel Hernandez, Project Manager  
Job #02-16-0335, Completion Date: 10/26/16, Contract Amount: $167,334.50  
(203) 389-3034

**Aggregate Industries; Saugus (Customer since 1996)**  
Rubber Joint – Rte. 128 (Yankee Division Highway)  
1715 Broadway  
Saugus, MA 01906  
Contact: Jamie Morneau, Superintendent  
Job #01-15-0269, Completion Date: 11/21/16, Contract Amount: $101,781.25  
(781) 460-4970

**Town of Hampton, NH (Customer since 2002)**  
Department of Public Works  
11 Hardardt’s Way  
Hampton, NH 03824  
Contact: Chris Jacobs, Director of Public Works  
Job #02-15-0363, Completion Date: 11/19/15, Contract Amount: $9,114.30  
(603) 929-5925

**Connecticut Department of Transportation (Dist. 2) (Customer since 2013)**  
171 Salem Turnpike  
Norwich, CT 06360  
Contact: Keith Cooper  
Job #02-14-0208, Completion Date: 11/30/14, Contract Amount: $382,758.41  
(860) 823-3223

**City of Dover, NH (Customer since 2004)**  
Department of Public Works  
271 Mast Road  
Dover, NH 03820  
Contact: Joseph Boucher, Supervisor  
Job #02-16-0019, Completion Date: 10/06/16, Contract Amount: $39,985.10  
(603) 516-6457

**MDOT Highway Division (District #1) (Customer since 1996)**  
270 Main Street  
Lenox, MA 01240  
Contact: Mike Fabiano  
Job #02-14-0178, Completion Date: 8/17/16, Contract Amount: $423,352.50  
(413) 637-5735

**City of New Bedford, MA (New Bedford Vocational School) (Customer since 2009)**  
Department of Public Works  
133 William Street  
New Bedford, MA 02740  
Contact: Zeb Arruda, Foreman  
Job #02-15-0194, Completion Date: 7/31/15, Contract Amount: $24,840.00  
(508) 979-1400

**Aetna Bridge Co. - MassDOT Highway Division (Dist. #2)/Contract #82707 (Customer since 1996)**  
100 Jefferson Blvd.  
Suite 100  
Warwick, RI 02888  
Contact: Bryan Blackerby, Superintendent  
Job #04-15-0006, Completion Date: 10/30/15, Contract Amount: $95,851.90  
(401) 728-0400
2.1.4 Claims for damages insured by personal injury liability coverage which are sustained (a) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (b) by any other person for any other reason;

2.1.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom;

2.1.6 Claims arising out of operation of Laws or Regulations for damages because of bodily injury or death of any person or for damage to property; and

2.1.7 Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The insurance required above shall include the specific coverages and be written for not less than the limits of liability and coverages provided as follows:

1. Workmen's Compensation: In accordance with the Workmen's Compensation Laws that are applicable to the employees engaged in the Work. The limit of Employer's Liability Insurance shall be not less than $500,000 each accident.

2. Public Liability Insurance for Personal Injury:
   a. Individual limit of $1,000,000 each person.
   b. Total limit of $3,000,000 for each accident.

3. Property Damage Insurance:
   a. Each claim $1,000,000.
   b. Aggregate $3,000,000.

4. If the CONTRACTOR sublets any portion of his work, then he shall also provide:
   a. Contractor's Protective Liability Insurance:
      (1) Individual limit for personal injury of $1,000,000.
      (2) Total limit for personal injury for one accident of $3,000,000.
   b. Contractor's Protective Property Damage Insurance with a limit of $1,000,000/$3,000,000.

Any Subcontractor under contract with CONTRACTOR to perform Work on the Project shall hold the County, the Towns and agents harmless, and purchase and maintain such comprehensive general liability and other insurance as will provide protection from claims set forth herein.
The County and the Towns shall be specifically named as additional insureds on all required insurance policies of the CONTRACTOR and any Subcontractors.

In addition, CONTRACTOR shall maintain such completed operations insurance for at least one year after final payment and furnish the County with evidence of continuation of such insurance at final payment.

**ARTICLE 3 - CONTRACTOR'S RESPONSIBILITIES**

**Supervision and Superintendence:**

3.1 CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of construction which is indicated in and required by the Contract Documents. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

**Labor, Materials and Equipment**

3.2 CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without a Town’s written consent.

3.3 All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by the County or a Town, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable Supplier.

**Laws and Regulations**

3.4 CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, the County or Towns shall not be responsible for monitoring CONTRACTOR'S compliance with any Laws or Regulations.
Taxes

3.5 State taxes will be excluded from all General and Sub-bids. The Towns shall provide their exemption certificate number(s) to the CONTRACTOR. CONTRACTOR shall pay all taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

Use of Premises

3.6 CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against the County or any Town by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim by arbitration or at law. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold the County and all Towns harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any such other party against the County and all Towns to the extent based on a claim arising out of CONTRACTOR’S performance of the Work.

Safety and Protection

3.7 CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work (examples: OSHA Regulations regarding Excavation safety: 29 CFR Part 1926 and Confined Space Procedures: 29 CFR 1910.146). CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

3.7.1 all employees on the Work and other persons and organizations who may be effected thereby:

3.7.2 all the Work and materials and equipment to be incorporated there-in, whether in storage on or off the site; and

3.7.3 other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction.

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CONTRACTOR shall comply with all applicable Laws, regulations and Guidelines of any public body (examples: OSHA, DIGSAFE, MHD Work Zone Safety Guidelines) having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph 3.7.1 or 3.7.2 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any sub-contractor, supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of the County, any Towns or anyone employed by any of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR). CONTRACTOR'S duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed.

**Indemnification**

3.8 To the fullest extent permitted by Laws and Regulations CONTRACTOR shall indemnify and hold harmless the County, the Towns and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but no limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the Work.

**Separate Contracts**

3.9 The County and the Towns have the right to let other contracts in connection with the Work and the CONTRACTOR shall properly cooperate with any such other contractors.

**ARTICLE 4 - UNIT PRICE WORK**

4.1 Initially, the Contract Price will be deemed to include for Unit Price Work an amount equal to the established unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and Unit Price Work performed by CONTRACTOR will be made by each Town.

4.2 Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR'S overhead and profit for each separately identified item.

4.3 When the accepted quantities of Work vary from the estimated quantities, the CONTRACTOR shall accept as payment in full, so far as contract items are concerned, payment at the original Contract unit prices for the accepted quantities of Work done. No allowance will be made for any increased expenses, loss of expected reimbursement or loss of anticipated profits suffered or claimed by the Contractor, resulting either directly or indirectly from such increased or decreased quantities.
4.4 The CONTRACTOR shall make monthly estimates of the materials complete in place for the amount of Work performed in accordance with the Contract. The estimates will be itemized for review and approval by each Town. Each estimate will show the total value of the Work done to date, the total money due the CONTRACTOR since the previous estimate and the money paid the CONTRACTOR to date. This estimate will be considered approximate only and shall be subject to correction. Five (5%) percent of all payments due the CONTRACTOR for Work done and materials furnished will be withheld until final completion of the Work. The acceptance by the CONTRACTOR of the final payment, including the retainage of five (5%) percent, shall operate as a release to the specific Town of all claims and all liabilities to the CONTRACTOR for all Work done or materials furnished in connection with the Contract. Final payment shall be as provided in G.L. Ch.30, Section 39G. The payment to the CONTRACTOR of said final payment does not, however, release them or their sureties from any obligation under this contract.

4.5 It shall be the responsibility of the CONTRACTOR to inform each Town when the sum of all orders for units of work is within 90% of the total Contract price for that Town. The CONTRACTOR'S total billing can not exceed the total Contract price without prior written approval by each Town.

4.6 All monies not paid when due hereunder shall bear interest at the maximum rate allowed by law at the place of the Project.

ARTICLE 5 - WARRANTY AND GUARANTEE; TESTS AND INSPECTION; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

Warranty and Guarantee

5.1 CONTRACTOR warrants and guarantees to the County and the Towns that all Work will be in accordance with the Contract Documents and will not be DEFECTIVE. Prompt notice of all defects shall be given to CONTRACTOR. All DEFECTIVE Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article.

Access to Work

5.2 The County's or Town's representatives, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide proper and safe conditions for such access.

Tests and Inspections

5.3 CONTRACTOR shall give each Town timely notice of readiness of the Work for all required inspections, tests or approvals. CONTRACTOR shall furnish written information to each Town stating the original sources of all materials manufactured away from the actual site of the Work. In order to insure a proper time sequence for required inspection and approval, this information shall be furnished at least two weeks in advance of the incorporation in the Work of any such materials.
5.4 If any Work (including the work of others) that is to be inspected, tested or approved is covered without written concurrence of a specific Town, it must, if requested by that Town, be uncovered for observation. Such uncovering shall be at CONTRACTOR'S expense unless CONTRACTOR has given that Town timely notice of CONTRACTOR'S intention to cover the same and that Town has not acted with reasonable promptness in response to such notice.

5.5 Neither observations by the County or a Town, nor inspection, tests or approvals by others shall relieve CONTRACTOR from CONTRACTOR'S obligations to perform the Work in accordance with the Contract Documents.

**Two Year Correction Period.**

5.6 If within two (2) years after the date of Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be DEFECTIVE, CONTRACTOR shall promptly, without cost to the Town and in accordance with Town's written instructions, either correct such DEFECTIVE Work, or if it has been rejected by the Town, remove it from the site and replace it with NONDEFECTIVE Work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, the Town may have the DEFECTIVE Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be paid by CONTRACTOR. In special circumstances where a particular item of equipment is placed in continuous service before Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

**ARTICLE 6 - PERFORMANCE AND OTHER BONDS**

6.1 CONTRACTOR shall furnish Performance and Maintenance, and Labor and Materials Bonds, each in an amount 100% of the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. The Bonds shall remain in effect at least until one (1) years after the date when final payment becomes due, except as otherwise provided by Law or Regulation or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall be in the forms prescribed by Law or Regulation or by the Contract Documents and be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

6.2 If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 6.1, CONTRACTOR shall within five (5) days thereafter substitute another Bond and Surety, both of which must be acceptable to the County.
ARTICLE 7 - EFFECTIVE DATE

The Effective Date of the Agreement shall be the date that the County determines that the Contract is complete, signs the Agreement and forwards a Notice to Proceed to CONTRACTOR.

ARTICLE 8 - CHANGES IN THE WORK

8.1 The County or any Town, without invalidating the Contract may order Changes in the Work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by written Change Order signed by the County, Town or the Engineer as their duly authorized agent.

8.2 The Contract Sum and the Contract Time may be changed only by Change Order.

8.3 The cost or credit to the Town from a Change in the Work shall be determined by mutual agreement.

ARTICLE 9 - WAGE RATES

9.1 Full compliance with applicable federal, state and local wage laws is required on all Work done for any Town.

9.2 The County and Towns shall not be held liable should the CONTRACTOR fail to compensate any person(s) in accordance with the prevailing (minimum) wage rates included herein. The CONTRACTOR claims full responsibility to compensate the person(s) associated with the project accordingly and will assume any liability on behalf of the County and Towns, should a person(s) associated with the project file a claim pursuant to MGL Chapter 149.

9.3 The "work classifications" provided by the CONTRACTOR on the required "Weekly Payroll Report Form" shall exactly match the classifications provided in the "Minimum Wage Rates". Should the CONTRACTOR use an unlisted classification, it shall be the CONTRACTOR's responsibility to contact the Department of Labor and Industries in order to determine a matching classification or obtain minimum wage rate for the new classification.

ARTICLE 10 - ENGINEER

10.1 The Engineer (as designated by each Town) will provide general administration of the Contract and will be the Town’s representative during the construction period.

10.2 The Engineer shall at all times have access to the Work wherever it is in preparation and progress.
10.3 The Engineer will make periodic visits to the site to become generally familiar with the progress and quality of the Work in accordance with the Contract Documents. On the basis of on-site observations by the Engineer, he will keep the Town informed of the progress of the Work, and will endeavor to guard the Town against defects and deficiencies in the Work of the CONTRACTOR. The Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Engineer will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and he will not be responsible for the CONTRACTOR'S failure to carry out the Work in accordance with the Contract Documents.

10.4 Based on such observations and the CONTRACTOR'S Application for Payment, the Engineer will determine the amounts owed to the CONTRACTOR.

10.5 The Engineer will be, in the first instance, the interpreter of the requirements of the Contract Documents.

10.6 The Engineer will have authority to reject Work which does not conform to the Contract Documents.

**ARTICLE 11 - TERMINATION OF CONTRACT**

The County and the Towns reserve the right to terminate this Contract or Services whenever it deems that the CONTRACTOR is in violation of laws, regulations and/or provisions of this Contract. Termination of a Contract or Services by any Town shall not invalidate or alter the terms of a similar Contract or Services with any other Town.

**ARTICLE 12 - MISCELLANEOUS**

12.1 No assignment by a party hereto of any rights under or interests in the Contract Documents 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 monies 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.

12.2 The County and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

12.3 This CONTRACT shall be deemed to include all terms and requirements imposed by laws related to the performance of the Work on the Project or Services.

12.4 This is not an exclusive contract to provide services or materials to the County and Towns. The County and Towns reserve the right to contract for similar services or materials.
SPECIAL PROVISIONS

SCOPE OF WORK

The Work under this Contract consists of providing Crackfilling as described herein to the Towns of Barnstable, Bourne, Brewster, Chatham, Dennis, Eastham, Falmouth, Harwich, Orleans, Sandwich, Wellfleet and Yarmouth through an Agreement with the County of Barnstable.


As noted on the Bid Form liquid asphalt and diesel fuel price adjustments will be allowed for both items.

ESTIMATED QUANTITIES BY TOWN

Each Town has provided the following estimated quantities for each bid item that it presently intends to order. These estimated quantities are for bid purposes only and can not be guaranteed. If there is no quantity provided for an item, then that specific Town does not intend to use that item; however, each bidder is encouraged to provide a bid should any Town wish to change its priorities.

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<td>Modified Asphalt-Fiber Crackfiller</td>
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<td>Rubber Crackfiller</td>
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<td>Pave Shield – under 1500 Sq Yards/day</td>
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<td>Pavement Sealing 1500 SQ Yds/Day or greater</td>
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<th>Harwich</th>
<th>Orleans</th>
<th>Sand.</th>
<th>Wellfleet</th>
<th>Yarm.</th>
</tr>
</thead>
<tbody>
<tr>
<td>40</td>
<td>Hot Applied Asphalt Crackfiller</td>
<td>Gallon</td>
<td>2000</td>
<td>0</td>
<td>5000</td>
<td>0</td>
<td>0</td>
<td>0</td>
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<tr>
<td>41</td>
<td>Modified Asphalt-Fiber Crackfiller</td>
<td>Gallon</td>
<td>0</td>
<td>5000</td>
<td>20000</td>
<td>7000</td>
<td>1500</td>
<td>8000</td>
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<tr>
<td>43</td>
<td>Rubber Crackfiller</td>
<td>Gallon</td>
<td>0</td>
<td>500</td>
<td>0</td>
<td>1000</td>
<td>0</td>
<td>2000</td>
</tr>
<tr>
<td>20</td>
<td>Pave Shield</td>
<td>SY</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>500</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>21</td>
<td>Pavement Sealing 1500 SQ Yds/Day or greater</td>
<td>SY</td>
<td>10000</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>10000</td>
</tr>
</tbody>
</table>

WORK SCHEDULE

The Contractor shall commence Work within ten (10) working days of receiving a Notice to Proceed from a Town. If the Contractor can not begin work within the ten (10) working days, that Town may order such services from such contractors as are available, and the Contractor shall reimburse that Town for all expenses
incurred above the Contract Price. When needing work completed for those items that will be awarded to the two (2) lowest bidders, each Town shall first forward by e-mail or fax a Notice to Proceed to the lower of the two lowest bidders. If the lowest bidder does not schedule the work requested within forty-eight (48) hours of receiving the Notice to Proceed and/or cannot begin (and remain at) work within ten (10) working days, then the Town shall have the right to forward a Notice to Proceed to the second low bidder.

Work is restricted to a normal eight-hour day, five-day week, with Contractor and all subcontractors working on the same shift.

No Work shall be done on this Contract on Saturdays, Sundays or holidays or on the day before or the day after a long weekend which involves a holiday without prior approval by the specific Town.

**OSHA REQUIREMENT**

Any employee found on the worksite without documentation of the 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. OSHA certifications must be submitted with the certified payrolls for all workers during the first week they work on a project.

**PROGRESS OF WORK**

The Contractor shall promptly start and continue actual construction work under this Contract with the necessary equipment to properly execute and complete this Contract in the specified time. No cessation of Contractor's operations will be allowed without the approval of the Engineer. The rate of progress shall be satisfactory to that Town and the Engineer. The Contractor shall furnish to the Engineer a schedule for the Work prior to the start of construction.

**CONTRACT DOCUMENTS IN THE FIELD**

The Contractor shall keep a copy of the Contract Documents at the work site at all times while work is being performed and said copy is to be available to those in charge of work.

**POLICE SERVICES**

Each Town shall provide all Town police services at no cost to the Contractor to direct traffic when such protection is required by that Town's Police Department. The Contractor shall be solely responsible for contacting and scheduling police services with the Police Department. If the Contractor must cancel police services, he must do so within the time limits set by the Police Department. **If the Contractor does not cancel police services within the time limits, then Contractor shall be responsible to promptly pay the minimum required amount.**

**PUBLIC SAFETY AND CONVENIENCE**

The Contractor shall be required without additional compensation to provide safe and convenient access to all abutters during the prosecution of the Work.

No excavation shall be left open during non-working hours.

MSDS sheets and information shall be available on site and copies submitted to a Town as requested.
NECESSARY ACCESS FOR FIRE APPARATUS AND OTHER EMERGENCY VEHICLES SHALL BE MAINTAINED AT ALL TIMES. THE CONTRACTOR SHALL COORDINATE WITH THE POLICE AND FIRE DEPARTMENTS AT ALL TIMES REGARDING ACCESS.

For the protection of life and property, all backfill operations shall follow closely behind completed work. The Contractor shall insure that no excavation be left open, unguarded, or water filled during any period of time when work is not actually in progress. It is the purpose and intent that all excavations and backfill, including consolidation operations, and temporary surfacing within an area be accomplished expeditiously before proceeding to other work areas.

Contractor shall comply with all applicable Laws, regulations and Guidelines of any public body (example: OSHA, DIGSAFE, MASSDOT Work Zone Safety Guidelines, Police) having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary signs/ safeguards for such safety and protection at no extra cost to the Owner. See General Conditions also.

CLEANUP

Cleanup shall be done on a daily basis. At the end of each working period, the Contractor shall completely backfill all holes and trenches, and remove all equipment from the traveled way. The Contractor shall ensure that all safety marking and warning devices are satisfactorily in place prior to leaving any job.

During the course of the Work, the Contractor shall keep the site of his operations in as clean and neat condition as is possible. He shall dispose of all residue resulting from the construction work and, at the conclusion of the work, he shall remove and haul away any surplus excavation, broken pavement, lumber, equipment, temporary structures, and any other refuse remaining from the construction operations, and shall leave the entire site of the work in a neat and orderly condition.

Sweeping and cleaning of surfaces beyond the limits of the Project to clean up material caused by spillage or vehicular tracking during the various phases of the work shall be considered as incidental to the Work being performed under the Contract and there will be no additional compensation.

PROTECTION OF UTILITIES AND PROPERTY

The Contractor shall be responsible for the repair or replacement, at his own expense, of any damage to utilities and/or property caused by his acts or neglect, and shall leave them in the same condition as they existed prior to commencement of the Work. In case of damage to utilities, the Contractor shall promptly notify the utility owner and shall, if requested by the Engineer, furnish labor and equipment to work temporarily under the owner's direction in providing access to the utility. Pipes or other structures damaged by the operation of the Contractor may be repaired by the municipality or by utility owner which suffers the loss. The cost of such repairs shall be borne by the Contractor, without compensation therefor.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals for doing all the work involved in protecting or repairing property as specified in this section, shall be considered included in the prices paid for the various Contract items of Work and no additional compensation will be allowed therefor.

PROVISIONS FOR TRAVEL AND PROSECUTION OF THE WORK

For the items that require traffic control, the Contractor shall supply and use traffic control devices, positioning and methodology, conforming with the Manual on Uniform Traffic Control Devices (MUTCD) and MASSDOT Work Zone Safety Guidelines at no additional cost to any Town. Traffic control devices required only during working hour operations shall be removed at the end of each working day. Signs having
messages that are irrelevant to normal traffic conditions shall be removed or properly covered at the end of each work period. Signs shall be kept clean at all times and legends shall be distinctive and unmarred.

Particular care should be taken to establish and maintain methods and procedures which will not create unnecessary or unusual hazards to public safety.

DISPOSAL OF SURPLUS MATERIALS

All materials not required or needed for use on the Project, and not required to be removed and stacked, shall become the property of the CONTRACTOR and shall be removed from the site and legally disposed of. No separate payment will be made for this Work, but all costs in connection therewith shall be included in the prices bid for various Contract items.

HOT APPLIED ASPHALTIC CRACK FILLER (Item No.40)

The Work under this item shall include the preparation of cracks in existing bituminous concrete pavement which may be overlain with new bituminous concrete or stone seal, and the filling of the prepared cracks with a fiber reinforced asphaltic compound. Work shall be completed on bituminous concrete in an "as is" condition (e.g. Towns will not sweep areas beforehand).

The crackfilling material shall be a fiber reinforced asphaltic compound of the following material and properties:

| ASPHALT - | Grade PG 58-28, PG 64-22, or PG 64-28 (formerly AC 20) |
| FIBER - | Penetration of 75-100 |
| Concentration- | 6-8% by weight to asphalt |
| Length- | 7 mm |
| Denier- | 15 dpf |
| Color- | natural |
| Crimp- | none |
| Tensile Strength- | 75,000 psi, minimum (+/- 5,000 psi) |
| Specific Gravity- | 1.32 to 1.40 |

Fibers shall be added in the presence of the Engineer and shall be added only once for each individual batch mixed in order to insure a consistent concentration of fibers in the compound. Adding fibers and other materials “on-the-fly” will not be allowed.

Only cracks larger than 1/4-inch in width, as determined by the Engineer, shall be sealed. Overbanding shall not exceed 4” in width after placement. Expansion of the overband by traffic or weather will result in a deduction in the total gallons applied equal to the ratio of the expansion to the overband. (As an example, a 1” expansion of a 4” overband will result in a 25% deduction in the total gallons of crackfiller applied.)

The air compressor shall be portable and capable of furnishing not less than 100 cubic feet of air per minute at a pressure of not less than 90 pounds per square inch at the nozzle. The compressor shall be equipped with traps that will maintain the compressed air free of oil and water. Manually operated, gas powered air-broom or self-propelled sweeper designed especially for use in cleaning roadway pavements shall be used to remove debris, dirt, and dust from the cracks.

The melting kettle required to melt the joint sealing compound shall be an indirect fired type double-walled boiler. The space between the inner and outer walls shall be filled with a suitable heat transfer oil or
substitute having a flash point of not less than 600 degrees Fahrenheit. The kettle must be equipped with a satisfactory means of agitating the joint sealer at all times by continuous stirring with mechanically operated paddles and/or by a continuous circulating gear pump attached to the heating unit. The kettle must be equipped with a thermostatic control calibrated between 200 degrees F and 550 degrees F.

The joint filler applicator shall be an Extrudament as manufactured by Hercules Inc., or approved equivalent.

The equipment used in the performance of the required Work shall be subject to the approval of the Engineer and shall be maintained in a satisfactory working condition at all times.

All cracks shall be thoroughly cleaned (including vegetation) by blowing with compressed air or other approved method just prior to the placement of the joint sealing material. All cracks shall be sterilized by use of a propane air torch generating 2,000 degrees F and 3,000 foot/second velocity to eliminate all vegetation, dirt, moisture and seeds. All debris removed from the cracks shall be removed from the pavement surface immediately by means of a power sweeper, hand or air broom.

No crackfiller material shall be placed in wet cracks or where snow, ice, or frost are present, nor when the air temperature is below 32 deg. F.

Cracks shall be completely filled by hot extrusion from the applicator with the filler material at 320 deg. F (minimum) and overlain with a membrane of approved filler material in one continuous operation.

Hot applied asphaltic crackfiller will be measured for payment by the actual number of gallons of filler applied to the pavement. Hot applied asphaltic crackfiller will be paid for at the Contract unit price per gallon, which price shall include all labor, material, equipment and incidental costs required to complete the Work.

**MODIFIED ASPHALT-FIBER CRACKFILLER (Item No. 41)**

The Work under this item shall include the preparation of cracks in existing bituminous concrete pavement which may be overlain with new bituminous concrete or stone seal, and the filling of the prepared cracks with a modified asphalt-fiber compound. Work shall be completed on bituminous concrete in an "as is" condition (e.g. Towns will not sweep areas beforehand).

The crackfilling material shall be a modified asphalt-fiber compound designed especially for improving strength and performance of the parent asphalt sealant. The asphalt binder shall consist of a blend of neat asphalt binder and chemically modified crumb rubber (CMCR) that meets the following specifications:

- PG 64-28 or PG 70-28 after modification.
- Viscosity of not more than 3PaS at 300 degrees F.
- Modification at a minimum shall consist of 5% CMCR and the maximum particle size for the CMCR shall be 80 mesh (#80 sieve).
- The performance grade of the neat asphalt binder shall not exceed a PG 58-XX.
- The asphalt supplier shall provide testing for the neat asphalt binder and modified asphalt binder in accordance with AASHTO M320.

Fiber reinforcing materials shall be short-length polyester fibers having the following properties:

<table>
<thead>
<tr>
<th>Property</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Length*</td>
<td>0.25in.+0.02</td>
</tr>
<tr>
<td>Elongation at Break</td>
<td>38%</td>
</tr>
<tr>
<td>Melting Point</td>
<td>&gt;475 degrees F (246 degrees C)</td>
</tr>
<tr>
<td>Crimps/Inc;</td>
<td>None</td>
</tr>
<tr>
<td>Cross Section</td>
<td>Round</td>
</tr>
</tbody>
</table>
Denier; ASTM D1577-90  4.5 Nominal dpf
Tensile Strength; ASTM D2256-90  >70,000 psi
Diameter  0.0085 in. **
Specific Gravity; ASTM D792-91  1.32 to 1.40

* At temperatures ranging from ambient to maximum finished product mix temperature
** Subject to Normal Variations

Modified asphalt-fiber compound shall be mixed at a rate of 8% fiber weight to weight of asphalt cement.

Only cracks larger than 1/4-inch in width, as determined by the Engineer, shall be sealed. Overbanding shall not exceed 4” in width after placement. Expansion of the overband by traffic or weather will result in a deduction in the total gallons applied equal to the ratio of the expansion to the overband. (As an example, a 1” expansion of a 4” overband will result in a 25% deduction in the total gallons of crackfiller applied.)

The air compressor shall be portable and capable of furnishing not less than 100 cubic feet of air per minute at a pressure of not less than 90 pounds per square inch at the nozzle. The compressor shall be equipped with traps that will maintain the compressed air free of oil and water. Manually operated, gas powered air-broom or self-propelled sweeper designed especially for use in cleaning roadway pavements shall be used to remove debris, dirt, and dust from the cracks.

The melting kettle required to melt the joint sealing compound shall be an indirect fired type double-walled boiler. The space between the inner and outer walls shall be filled with a suitable heat transfer oil or substitute having a flash point of not less than 600 degrees Fahrenheit. The kettle must be equipped with a satisfactory means of agitating the joint sealer at all times by continuous stirring with mechanically operated paddles and/or by a continuous circulating gear pump attached to the heating unit. The kettle must be equipped with a thermostatic control calibrated between 200 degrees F and 550 degrees F and must be capable of pumping an 8% fiber content blend.

The equipment used in the performance of the required Work shall be subject to the approval of the Engineer and shall be maintained in a satisfactory working condition at all times.

All cracks shall be thoroughly cleaned (including vegetation) by blowing with compressed air or other approved method just prior to the placement of the joint sealing material. All cracks shall be sterilized by use of a propane air torch generating 2,000 degrees F. and 3,000 foot/second velocity to eliminate all vegetation, dirt, moisture and seeds. All debris removed from the cracks shall be removed from the pavement surface immediately by means of a power sweeper, hand or air broom.

No crackfiller material shall be placed in wet cracks or where snow, ice, or frost are present, nor when the air temperature is below 32 degrees F.

The asphalt-fiber compound shall be thoroughly mixed for a minimum of one (1) hour before application can begin. Whenever material is added to the tank, sealing operations shall be suspended for one (1) hour to allow for the minimum required mixing time. Minimum application temperature shall be 320 degrees F.

Fibers and CMCR shall be added in the presence of the Engineer and shall be added only once for each individual batch mixed in order to insure a consistent concentration of fibers in the compound. Adding fibers and other materials "on-the-fly" will not be allowed.

Sealant shall be delivered to the pavement cracks through a high pressure hose line and applicator shoe. A boiler slag aggregate shall be broadcast over the cracks to prevent sealant from being picked up.
Modified asphalt-fiber crack filler will be measured for payment by the actual number of gallons of filler applied to the pavement. Modified asphalt-fiber crack filler will be paid for at the Contract unit price per gallon, which price shall include all labor, material, equipment and incidental costs required to complete the Work.

RUBBER CRACK FILLER (Item No.42)

Crack sealant material shall be asphalt-vulcanized rubber material conforming to the following requirements:

1. The asphalt shall have a maximum penetration of 150 when tested in accordance with the procedure specified by the applicable AASHTO specification.

2. The granulated curb rubber (100% vulcanized) shall meet the following requirements:

   PASSING SIEVE PERCENT

   No. 8, 100
   No. 10, 98 – 100
   No. 40, 0 – 100

The specific gravity of the granulated curb rubber shall be 1.15 ± 0.02 and shall be free of fabric, wire or other contaminated materials, except that up to four percent of calcium carbonate may be included to prevent particles from sticking together. Rubber materials shall be packaged in boxes of approximately 60-lb. weight, with a polyethylene liner. The boxes shall be placed on pallets and covered with a weather resistant covering. Equipment used by the Contractor shall be specifically manufactured for this purpose.

PREPARATION

1. Prior to application of hot asphalt-rubber sealant, joints and cracks shall be cleaned to remove dust, dirt, moisture and foreign material or old sealant.

2. Asphalt-rubber sealant material shall be unboxed and placed in joint and crack sealing machine for heating and mixing. The asphalt-rubber shall be heated to a minimum temperature of 300°F. The material shall be held in the mixing tank at application temperature until very little separation of the rubber and asphalt occurs when a bead of sealant material is placed on the pavement. Sealant material may be added to the mix as long as the minimum temperature of 300°F is maintained.

APPLICATION

1. Cracks shall be sealed from the bottom up. Sealant material shall be applied so it is flush with the surface.

2. Traffic shall not be allowed on the material until it has cured or until it has been sanded to prevent tracking.

PAYMENT
Rubber crack filler will be measured for payment by the actual number of gallons of filler applied to the pavement. Rubber crack filler will be paid for at the Contract unit price per gallon, which price shall include all labor, material, equipment and incidental costs required to complete the Work.

**RUBBER CRACK FILLER (Item No.43)**

Crack sealant material shall be asphalt-vulcanized rubber material conforming to the following requirements:

3. The asphalt shall have a maximum penetration of 150 when tested in accordance with the procedure specified by the applicable AASHTO specification.

4. The granulated curb rubber (100% vulcanized) shall meet the following requirements:

   Passing sieve percent

   No. 8, 100
   No. 10, 98 – 100
   No. 40, 0 – 100

   The specific gravity of the granulated curb rubber shall be 1.15 ± 0.02 and shall be free of fabric, wire or other contaminated materials, except that up to four percent of calcium carbonate may be included to prevent particles from sticking together. Rubber materials shall be packaged in boxes of approximately 60-lb. weight, with a polyethylene liner. The boxes shall be placed on pallets and covered with a weather resistant covering. Equipment used by the Contractor shall be specifically manufactured for this purpose.

**PREPARATION**

3. Prior to application of hot asphalt-rubber sealant, joints and cracks shall be cleaned to remove dust, dirt, moisture and foreign material or old sealant.

4. Asphalt-rubber sealant material shall be unboxed and placed in joint and crack sealing machine for heating and mixing. The asphalt-rubber shall be heated to a minimum temperature of 300°F. The material shall be held in the mixing tank at application temperature until very little separation of the rubber and asphalt occurs when a bead of sealant material is placed on the pavement. Sealant material may be added to the mix as long as the minimum temperature of 300°F is maintained.

**APPLICATION**

3. Cracks shall be sealed from the bottom up. Sealant material shall be applied so it is flush with the surface.

4. Traffic shall not be allowed on the material until it has cured or until it has been sanded to prevent tracking.

**PAYMENT**
Rubber crack filler will be measured for payment by the actual number of gallons of filler applied to the pavement. Rubber crack filler will be paid for at the Contract unit price per gallon, which price shall include all labor, material, equipment and incidental costs required to complete the Work.

PAVEMENT SEALING (PaveShield) (Greater than 1,500 square yards) - Item No. 20
PAVEMENT SEALING (PaveShield) (Less than 1,500 square yards) - Item No. 21

The Work shall consist of providing and installing two coats of an Engineered resin emulsion seal coat slurry (PaveShield by Neyra Industries, Inc.) over aged and new hot mix asphalt concrete pavements, and shall conform to the relevant provisions of the Standard Specifications and the following:

**Testing Methods and Practices**

ASTM C 136 Method for Sieve Analysis of Fine and Coarse Aggregates
ASTM D 244 Standard Test Method for Emulsified Asphalts
ASTM D 2939 Method for Testing Emulsified Bitumens used as Protective Coatings

**Materials**

Sealer (Pavement Coating): PaveShield manufactured by Neyra Industries, Inc., Cincinnati, Ohio; or approved equivalent. An engineered resin emulsion specifically formulated to extend pavement life.
Physical Composition: Sealer shall meet the following requirements when tested in accordance with ASTM D2939:

<table>
<thead>
<tr>
<th>Requirements</th>
<th>Max.</th>
<th>Min.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-Volatiles %</td>
<td>-</td>
<td>47</td>
</tr>
<tr>
<td>Water %</td>
<td>53</td>
<td>-</td>
</tr>
<tr>
<td>Ash of Non-Volatiles %</td>
<td>40</td>
<td>30</td>
</tr>
<tr>
<td>Specific Gravity</td>
<td>-</td>
<td>1.1</td>
</tr>
</tbody>
</table>

Drying Time: When tested according to ASTM D2939, sealer shall be “set to touch” in 1 hour, and exhibit “final set” in less than 8 hours.
Non-Flammability: The cured coating shall show no tendency to flash or ignite.
Adhesion & Resistance to Water: The cured coating shall exhibit no penetration, blistering, loss of adhesion, nor tendency to re-emulsify after immersion for 24 hours.

Oil Spot Primer: Neyra Petrobond manufactured by Neyra Industries, Inc., Cincinnati, Ohio; or approved equivalent. Water based acrylic oil spot primer compatible with pavement coating.

Sand: As recommended in printed data sheets by sealer manufacturer. Washed, dry silica sand free of dust, trash, clay, organic materials or other contaminates.
Gradation: To have an American Foundry Society grain fineness number that is no less than fifty (50) and no more than seventy (70), when tested in accordance with ASTM C 136.

Mixing Water: Potable and free from harmful soluble salts. Temperature of the water shall be a minimum fifty degrees (50) F.
Contractor shall submit to the Owner the trade name and manufacturer of the sealer and oil spot primer and the sealer and oil spot manufacturer's contact. Provide instructions and references of similar sites where the same products have been installed by Contractor and other information needed by the Owner to complete its evaluation (see Instructions to Bidders contained herein).

Equipment

Use equipment that keeps the mixture homogeneous at all times and is capable of applying required coating weights evenly over entire width of application mechanism to provide a uniformly coated surface.

Construction Procedures

Site Examination(s): Contractor shall inspect new and existing paving surfaces for condition and defects that will adversely affect quality of work, and which cannot be put into an acceptable condition through normal preparatory work as specified herein. Contractor shall notify the Owner in writing of the specific defects found. Owner shall not be required to fix said defects unless Owner wishes to continue with the project and have the Contractor complete the sealing work. Contractor shall not be required to place the sealer over the noted defects without the defects being repaired by the Owner.

Preparation: Owner shall be responsible for: repairing any paving defects (if he chooses to continue with the work); for pre-sweeping the areas to be sealed; for providing and installing barriers needed to protect the work; and, for providing and paying for police services, if needed. Contractor shall be responsible for: final cleaning (e.g., removal of fines, if needed) of the areas to be sealed; for cleaning oil spots and treating with oil spot primer; and, for protecting adjacent curbs, walks, fences, and other items from receiving primer and coating.

Sealing: Contractor shall apply coating (sealer) when pavement temperature is at least fifty (50) degrees F. and air temperature is fifty (50) degrees F. and rising, and shall apply coating during dry weather and when rain is not anticipated within eight (8) hours after application is completed. Because of the public nature of the work sites, Contractor understands and agrees that he may not be allowed to close off an entire area (e.g., a golf course or Town Hall parking lot) all at once and may be required to complete sealing of an area over two work cycles.

Contractor shall add water to the coating mix as required for application, quantity not to exceed twenty five (25) percent of engineered resin emulsion; and, shall add three (3) to five (5) pounds of sand per gallon to the engineered resin emulsion, and mix with power equipment to a homogeneous coating. Contractor shall apply all coats uniformly at a rate of 0.14 - 0.17 gallons per square yard using mixed and diluted material. Each coat shall be allowed to cure sufficiently to take traffic without scuffing. Final coat shall be allowed to cure a minimum of twenty four (24) hours under good drying conditions before allowing traffic.

For new paved areas, Contractor shall allow new asphalt to cure at least thirty (30) days before applying pavement coating. There shall be no difference in payment if the existing surface is new asphalt or aged asphalt.

Contractor shall remove primer and coating from surfaces other than those requiring primer and coating.

Measurement and Payment

Pavement Sealing will be measured for payment by the square yard of pavement surface area primed and sealed complete in place. Pavement Sealing will be paid for at the Contract unit price per square yard, which
price shall include all labor, materials, equipment, and incidental costs required to satisfactorily complete the work (including oil spot cleaning and priming).

**Materials:**
The aggregate shall be 1/4" or 3/8" durable crushed rock, consisting of the angular fragments obtained by breaking and crushing solid or shattered natural rock, and free from a detrimental quantity of thin, flat, elongated or other objectionable pieces. The crushed stone shall have a maximum percentage of wear as determined by the Los Angeles Abrasion Test (AASHTO-T-96) and shall be uniformly blended meeting Section M2.01.6 of the Standard Specifications. Crushed gravel will not be permitted.

The asphalt emulsion shall be a Cationic Asphalt Emulsion CRS-2 or CMS-2.

**Properties:**

<table>
<thead>
<tr>
<th>Property</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Viscosity, Saybolt Furol @ 122 degrees F (50 degrees C)</td>
<td>300</td>
</tr>
<tr>
<td>Sieve Test, %</td>
<td>.02</td>
</tr>
<tr>
<td>Residue by distillation, %</td>
<td>67</td>
</tr>
<tr>
<td>Test on residue from distillation test:</td>
<td></td>
</tr>
<tr>
<td>Penetration, 77 degrees F (25 degrees C) 100g, 5 s</td>
<td>140</td>
</tr>
<tr>
<td>Ductility, 77 degrees F (25 degrees C), 5 cm/min, cm</td>
<td>60</td>
</tr>
<tr>
<td>Solubility in trichloroethylene, %</td>
<td>99</td>
</tr>
<tr>
<td>SP-27</td>
<td></td>
</tr>
</tbody>
</table>

The anti-track material shall be Black Beauty, as manufactured by the Reed Minerals Slag Products, a division of HARCO Corp. in Highland, Indiana or an approved equal.

**Required Forms**

- Bid Deposit - 5% of bid price in the form of a certified, treasurer's, or cashier's check payable to Barnstable County; or a bid bond from a licensed surety registered to do business in the Commonwealth of Massachusetts.
- Bid Form (pages BF-1 to BF-4).
- Certificate of Non-Collusion and Tax Compliance (page BF-5).
- Bid Pricing (pages BF-6 to BF-7).
THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

Awarding Authority: BARNSTABLE COUNTY

City/Town: BARNSTABLE

Contract Number: CRACKFILLING FOR VARIOUS TOWNS IN BARNSTABLE COUNTY

Description of Work: BARNSTABLE COUNTY - VARIES

Job Location: BARNSTABLE COUNTY - VARIES

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the "Wage Request Number" on all pages of this schedule.
- An Awarding Authority must request an updated wage schedule from the Department of Labor Standards ("DLS") if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule. For CM AT RISK projects (bid pursuant to G.L. c.149A), the earlier of: (a) the execution date of the GMP Amendment, or (b) the bid for the first construction scope of work must be within 90-days of the wage schedule issuance date.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. The wage schedule shall be made a part of the contract awarded for the project. The wage schedule must be posted in a conspicuous place at the work site for the life of the project in accordance with M.G.L. c. 149 § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- All apprentices working on the project are required to be registered with the Massachusetts Department of Labor Standards, Division of Apprentice Standards (DLS/DAS). Apprentice must keep his/her apprentice identification card on his/her person during all work hours on the project. An apprentice registered with DAS may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. Any apprentice not registered with DLS/DAS regardless of whether or not they are registered with any other federal, state, local, or private agency must be paid the journeyworker's rate for the trade.
- The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule. Awarding authorities are required to request these updates no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor. For multi-year CM AT RISK projects, awarding authority must request an annual update no later than two weeks before the anniversary date, determined as the earlier of: (a) the execution date of the GMP Amendment, or (b) the execution date of the first amendment to permit procurement of construction services. Contractors are required to obtain the wage schedules from awarding authorities, and to pay no less than these rates to covered workers. The annual update requirement is not applicable to 27F "rental of equipment" contracts.
- Every contractor or subcontractor which performs construction work on the project is required to submit weekly payroll reports and a Statement of Compliance directly to the awarding authority by mail or email and keep them on file for three years. Each weekly payroll report must contain: the employee's name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. A sample of a payroll reporting form may be obtained at http://www.mass.gov/dols/pw.
- Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.
- Employees not receiving the prevailing wage rate set forth on the wage schedule may report the violation to the Fair Labor Division of the office of the Attorney General at (617) 727-3465.
- Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and

Issue Date: 01/13/2017
Wage Request Number: 20170113-030
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Issue Date: 01/13/2017  Wage Request Number: 20170113-030  Page 2 of 24
### Apprentice - BOILERMAKER - Local 29

**Effective Date:** 01/01/2017

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**Notes:**

Apprentice to Journeyworker Ratio: 1:5

**BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)**

BRICKLAYERS LOCAL 3 (NEW BEDFORD)

- **Effective Date:** 08/01/2016
  - Apprentice Base Wage: $50.76
  - Health: $10.18
  - Pension: $19.22
  - Total Rate: $80.16
- **Effective Date:** 02/01/2017
  - Apprentice Base Wage: $50.76
  - Health: $10.18
  - Pension: $19.79
  - Total Rate: $80.73

### Apprentice - BRICK/PLASTER/CEMENT MASON - Local 3 New Bedford

**Effective Date:** 08/01/2016

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**Notes:**

Apprentice to Journeyworker Ratio: 1:5

### BULLDOZER/GRADER/SCRAPER

**OPERATING ENGINEERS LOCAL 4**

- **Effective Date:** 12/01/2016
  - Apprentice Base Wage: $44.94
  - Health: $10.00
  - Pension: $15.25
  - Total Rate: $70.19
- **Effective Date:** 06/01/2017
  - Apprentice Base Wage: $45.93
  - Health: $10.00
  - Pension: $15.25
  - Total Rate: $71.18
- **Effective Date:** 12/01/2017
  - Apprentice Base Wage: $46.92
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"
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**Apprentice - CARPENTER - Zone 2 Eastern MA**

**Effective Date - 09/01/2016**

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Apprentice to Journeyworker Ratio: 1:5
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**Apprentice - CEMENT MASONRY/PLASTERING - Eastern Mass (New Bedford)**

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**Notes:**

Steps 3,4 are 500 hrs. All other steps are 1,000 hrs.

**Apprentice to Journeyworker Ratio: 1:3**

**CHAIN SAW OPERATOR**

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For apprentice rates see "Apprentice-LABORER"

**CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES**

| OPERATING ENGINEERS LOCAL 4 | 12/01/2016 | $46.38 | $10.00 | $15.25 | $0.00 | $71.63 |
|                            | 06/01/2017 | $47.38 | $10.00 | $15.25 | $0.00 | $72.63 |
|                            | 12/01/2017 | $48.38 | $10.00 | $15.25 | $0.00 | $73.63 |

For apprentice rates see "Apprentice-OPERATING ENGINEERS"

**COMPRESSOR OPERATOR**

| OPERATING ENGINEERS LOCAL 4 | 12/01/2016 | $31.17 | $10.00 | $15.25 | $0.00 | $56.42 |
|                            | 06/01/2017 | $31.86 | $10.00 | $15.25 | $0.00 | $57.11 |
|                            | 12/01/2017 | $32.55 | $10.00 | $15.25 | $0.00 | $57.80 |

For apprentice rates see "Apprentice-OPERATING ENGINEERS"

**DELEADER (BRIDGE)**

| PAINTER LOCAL 35 - ZONE 2   | 01/01/2017 | $51.41 | $7.85 | $16.10 | $0.00 | $75.36 |

**Issue Date:** 01/13/2017  **Wage Request Number:** 20170113-030
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Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio: 1:1

DEMO: ADZEMAN
LABORERS - ZONE 2
For apprentice rates see "Apprentice-LABORER"
| 12/01/2015 | $25.50 | $7.45 | $13.55 | $0.00 | $56.50 |

DEMO: BACKHOE/LOADER/HAMMER OPERATOR
LABORERS - ZONE 2
For apprentice rates see "Apprentice-LABORER"
| 12/01/2015 | $36.50 | $7.45 | $13.55 | $0.00 | $57.50 |

DEMO: BURNERS
LABORERS - ZONE 2
For apprentice rates see "Apprentice-LABORER"
| 12/01/2015 | $36.25 | $7.45 | $13.55 | $0.00 | $57.25 |

DEMO: CONCRETE CUTTER/SAWYER
LABORERS - ZONE 2
For apprentice rates see "Apprentice-LABORER"
| 12/01/2015 | $36.50 | $7.45 | $13.55 | $0.00 | $57.50 |

DEMO: JACKHAMMER OPERATOR
LABORERS - ZONE 2
For apprentice rates see "Apprentice-LABORER"
| 12/01/2015 | $36.25 | $7.45 | $13.55 | $0.00 | $57.25 |

DEMO: WRECKING LABORER
LABORERS - ZONE 2
For apprentice rates see "Apprentice-LABORER"
| 12/01/2015 | $35.50 | $7.45 | $13.55 | $0.00 | $56.50 |

DIRECTIONAL DRILL MACHINE OPERATOR
OPERATING ENGINEERS LOCAL 4
For apprentice rates see "Apprentice-OPERATING ENGINEERS"
| 12/01/2016 | $44.94 | $10.00 | $15.25 | $0.00 | $70.19 |
| 06/01/2017 | $45.93 | $10.00 | $15.25 | $0.00 | $71.18 |
| 12/01/2017 | $46.92 | $10.00 | $15.25 | $0.00 | $72.17 |

DIVER
PILE DRIVER LOCAL 56 (ZONE 2)
For apprentice rates see "Apprentice-PILE DRIVER"
| 08/01/2015 | $60.34 | $9.80 | $18.17 | $0.00 | $88.31 |

DIVER TENDER
PILE DRIVER LOCAL 56 (ZONE 2)
For apprentice rates see "Apprentice-PILE DRIVER"
| 08/01/2015 | $43.10 | $9.80 | $18.17 | $0.00 | $71.07 |

DIVER TENDER (EFFLUENT)
PILE DRIVER LOCAL 56 (ZONE 2)
For apprentice rates see "Apprentice-PILE DRIVER"
| 08/01/2015 | $64.65 | $9.80 | $18.17 | $0.00 | $92.62 |

Issue Date: 01/13/2017
Wage Request Number: 20170113-030
Page 6 of 24
### DIVER/SLURRY (EFFLUENT)

*PILE DRIVER LOCAL 56 (ZONE 2)*

For apprentice rates see "Apprentice - PILE DRIVER"

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**ELECTRICIAN**

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**Notes:**
- Steps are 750 hours
- Apprentice to Journeyworker Ratio: 2:3

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### ELEVATOR CONSTRUCTOR

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**Notes:**
- Steps 1-2 are 6 mos.; Steps 3-5 are 1 year
- Apprentice to Journeyworker Ratio: 1:1

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### ELEVATOR CONSTRUCTOR HELPER

*ELEVATOR CONSTRUCTORS LOCAL 4*

For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"

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### FENCE & GUARD RAIL ERECTOR

*LABORERS - ZONE 2*

For apprentice rates see "Apprentice- LABORER"

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**Issue Date:** 01/13/2017

**Wage Request Number:** 20170113-030
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**Apprentice - FLOORCOVERER - Local 2168 Zone II**

**Effective Date - 03/01/2016**

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**Notes:**
Steps are 750 hrs.

**Apprentice to Journeyworker Ratio: 1:1**

**Issue Date:** 01/13/2017  **Wage Request Number:** 20170113-030  **Page 8 of 24**
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

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**Apprentice - GLAZIER - Local 1333**

**Effective Date - 06/01/2016**

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**Notes:**

Apprentice to Journeyworker Ratio: 1:3

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For apprentice rates see "Apprentice - SHEET METAL WORKER"

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For apprentice rates see "Apprentice- ELECTRICIAN"

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For apprentice rates see "Apprentice- SHEET METAL WORKER"

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<th>Pension</th>
<th>Supplemental Unemployment</th>
<th>Total Rate</th>
</tr>
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<tbody>
<tr>
<td>HVAC (TESTING AND BALANCING - WATER)</td>
<td>03/01/2016</td>
<td>$37.38</td>
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<td>$16.10</td>
<td>$0.00</td>
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For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"

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For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"

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For apprentice rates see "Apprentice- LABORER"
### INSULATOR (PIPES & TANKS)

*HEAT & FROST INSULATORS LOCAL 6 (SOUTHERN MASS)*

<table>
<thead>
<tr>
<th>Effective Date</th>
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<td>$11.75</td>
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### Apprentice - ASBESTOS INSULATOR (Pipes & Tanks) - Local 6 Southern MA

**Effective Date:** 09/01/2016

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<td>70</td>
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<tr>
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**Effective Date:** 09/01/2017

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**Notes:**
Steps are 1 year

Apprentice to Journeyworker Ratio: 1:4

### IRONWORKER/WELDER

IRONWORKERS LOCAL 37

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<thead>
<tr>
<th>Effective Date</th>
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<th>Health</th>
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### Apprentice - IRONWORKER - Local 37

**Effective Date:** 03/16/2016

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**Notes:**

Apprentice to Journeyworker Ratio: 1:4

### JACKHAMMER & PAVING BREAKER OPERATOR

LABORERS - ZONE 2

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For apprentice rates see "Apprentice- LABORER"

### LABORER

LABORERS - ZONE 2

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**Issue Date:** 01/13/2017

**Wage Request Number:** 20170113-030
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Notes:

Apprentice to Journeyworker Ratio: 1:5

LABORER: CARPENTER TENDER
LABORERS - ZONE 2
For apprentice rates see "Apprentice - LABORER"

LABORER: CEMENT FINISHER TENDER
LABORERS - ZONE 2
For apprentice rates see "Apprentice - LABORER"

LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER
LABORERS - ZONE 2
For apprentice rates see "Apprentice - LABORER"

LABORER: MASON TENDER
LABORERS - ZONE 2
For apprentice rates see "Apprentice - LABORER"

LABORER: MULTI-TRADE TENDER
LABORERS - ZONE 2
For apprentice rates see "Apprentice - LABORER"

LABORER: TREE REMOVER
LABORERS - ZONE 2
This classification applies to all tree work associated with the removal of standing trees, and trimming and removal of branches and limbs when the work is not done for a utility company for the purpose of operation, maintenance or repair of utility company equipment. For apprentice rates see "Apprentice - LABORER"

LASER BEAM OPERATOR
LABORERS - ZONE 2
For apprentice rates see "Apprentice - LABORER"

MARBLE & TILE FINISHERS
BRICKLAYERS LOCAL 3 - MARBLE & TILE

| Issue Date: 01/13/2017 | Wage Request Number: 20170113-030 | Page 12 of 24 |
### Apprentice - MARBLE & TILE FINISHER - Local 3 Marble & Tile

**Effective Date** - 08/01/2016

<table>
<thead>
<tr>
<th>Step</th>
<th>percent</th>
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**Effective Date** - 02/01/2017

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**Notes:**

Apprentice to Journeyworker Ratio: 1:3

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### MARBLE MASONS, TILELAYERS & TERRAZZO MECH

**BRICKLAYER'S LOCAL 3 - MARBLE & TILE**

<table>
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<th>Total Rate</th>
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### Apprentice - MARBLE-TILE-TERRAZZO MECHANIC - Local 3 Marble & Tile

**Effective Date** - 08/01/2016

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**Effective Date** - 02/01/2017

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**Notes:**

Apprentice to Journeyworker Ratio: 1:5
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<th>Health</th>
<th>Pension</th>
<th>Supplemental Unemployment</th>
<th>Total Rate</th>
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<td>$72.17</td>
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

| MECHANICS MAINTENANCE                               | 12/01/2016     | $44.94    | $10.00 | $15.25  | $0.00                      | $70.19     |
| OPERATING ENGINEERS LOCAL 4                         | 06/01/2017     | $45.93    | $10.00 | $15.25  | $0.00                      | $71.18     |
|                                                      | 12/01/2017     | $46.92    | $10.00 | $15.25  | $0.00                      | $72.17     |

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

| MILLRIGHT (Zone 2)                                  | 04/01/2015     | $34.69    | $9.80  | $16.21  | $0.00                      | $60.70     |
| MILLRIGHTS LOCAL 1121 - Zone 2                      |               |           |        |         |                           |            |

**Apprentice - MILLRIGHT - Local 1121 Zone 2**

<table>
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<tr>
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<th>Step</th>
<th>percent</th>
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**Notes:**

Steps are 2,000 hours

Apprentice to Journeyworker Ratio: 1:5

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For apprentice rates see "Apprentice- LABORER"

| OILER (OTHER THAN TRUCK CRANES, GRADALLS)            | 12/01/2016 | $22.96 | $10.00 | $15.25 | $0.00 | $48.21 |
| OPERATING ENGINEERS LOCAL 4                          | 06/01/2017 | $23.47 | $10.00 | $15.25 | $0.00 | $48.72 |
|                                                      | 12/01/2017 | $23.99 | $10.00 | $15.25 | $0.00 | $49.24 |

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

| OILER (TRUCK CRANES, GRADALLS)                       | 12/01/2016 | $26.94 | $10.00 | $15.25 | $0.00 | $52.19 |
| OPERATING ENGINEERS LOCAL 4                          | 06/01/2017 | $27.54 | $10.00 | $15.25 | $0.00 | $52.79 |
|                                                      | 12/01/2017 | $28.15 | $10.00 | $15.25 | $0.00 | $53.40 |

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

| OTHER POWER DRIVEN EQUIPMENT - CLASS II               | 12/01/2016 | $44.94 | $10.00 | $15.25 | $0.00 | $70.19 |
| OPERATING ENGINEERS LOCAL 4                          | 06/01/2017 | $45.93 | $10.00 | $15.25 | $0.00 | $71.18 |
|                                                      | 12/01/2017 | $46.92 | $10.00 | $15.25 | $0.00 | $72.17 |

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

| PAINTER (BRIDGES/TANKS)                              | 01/01/2017 | $51.41 | $7.85  | $16.10 | $0.00 | $75.36 |
| PAINTERS LOCAL 33 - ZONE 2                           |           |        |        |        |      |        |
### Apprentice -  PAINTER Local 35 - BRIDGES/TANKS

**Effective Date:** 01/01/2017

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**Notes:**
- Steps are 750 hrs.

---

PAINTER (SPRAY OR SANDBLAST, NEW) *

* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. [PAINTERS LOCAL 35 - ZONE 2]

### Apprentice -  PAINTER Local 35 Zone 2 - Spray/Sandblast - New

**Effective Date:** 01/01/2017

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**Notes:**
- Steps are 750 hrs.

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PAINTER (SPRAY OR SANDBLAST, REPAINT)

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**Notes:**
Steps are 750 hrs.

**Apprentice to Journeyworker Ratio:** 1:1

| PAINTER (TRAFFIC MARKINGS) | 12/01/2016 | $32.40 | $7.45 | $12.65 | $0.00 | $52.50 |

LABORERS - ZONE 2

For Apprentice rates see "Apprentice - LABORER"

| PAINTER / TAPER (BRUSH, NEW) | 01/01/2017 | $40.91 | $7.85 | $16.10 | $0.00 | $64.86 |

*If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2

| Apprentice - PAINTER - Local 35 Zone 2 - BRUSH NEW | 01/01/2017 | $38.97 | $7.85 | $16.10 | $0.00 | $62.92 |

Effective Date - 01/01/2017

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</table>

**Notes:**
Steps are 750 hrs.

**Apprentice to Journeyworker Ratio:** 1:1

| PAINTER / TAPER (BRUSH, REPAINT) | 01/01/2017 | $38.97 | $7.85 | $16.10 | $0.00 | $62.92 |

PAINTERS LOCAL 35 - ZONE 2

Issue Date: 01/13/2017  Wage Request Number: 20170113-030  Page 16 of 24
## Classification

### Apprentice - Painter Local 35 Zone 2 - Brush Repaint

**Effective Date:** 01/01/2017

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**Notes:**
- Steps are 750 hrs.
- Apprentice to Journeyworker Ratio: 1:1

### Panel & Pickup Trucks Driver

**Teamsters Joint Council No. 19 Zone B**

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### Pier and Dock Constructor (Underpinning and Deck)

**Pile Driver Local 56 (Zone 2)**

For apprentice rates see "Apprentice - Pile Driver"

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### Pile Driver

**Pile Driver Local 56 (Zone 2)**

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### Apprentice - Pile Driver - Local 56 Zone 2

**Effective Date:** 09/01/2013

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**Notes:**
- Apprentice wages shall be no less than the following Steps;
  - Same as set in Zone 1

### Pipelayer

**Laborers - Zone 2**

For apprentice rates see "Apprentice - Laborer"

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### Plumber & Pipefitter

**Plumbers & Pipefitters Local 31**

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**Issue Date:** 01/13/2017  
**Wage Request Number:** 20170113-030  
**Page 17 of 24**
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Notes:
Steps 2000hrs. Prior 9/1/05; 40/40/45/50/55/60/65/75/80/85

Apprentice to Journeyworker Ratio: 1:3

PNEUMATIC CONTROLS (TEMP.)
PLUMBERS & PIPEFITTERS LOCAL 51
For apprentice rates see "Apprentice-PIPEFITTER" or "PLUMBER/PIPEFITTER"

PNEUMATIC DRILL/TOOL OPERATOR
LABORERS - ZONE 2
For apprentice rates see "Apprentice-LABORER"

Powderman & Blaster
LABORERS - ZONE 2
For apprentice rates see "Apprentice-LABORER"

POWER SHOVEL/DERRICK/TRENCHING MACHINE
OPERATING ENGINEERS LOCAL 4
For apprentice rates see "Apprentice-OPERATING ENGINEERS"

Pump Operator (Concrete)
OPERATING ENGINEERS LOCAL 4
For apprentice rates see "Apprentice-OPERATING ENGINEERS"

Pump Operator (Dewatering, Other)
OPERATING ENGINEERS LOCAL 4
For apprentice rates see "Apprentice-OPERATING ENGINEERS"

Ready-Mix Concrete Driver
TEAMSTERS LOCAL 59

Reclaimers
OPERATING ENGINEERS LOCAL 4
For apprentice rates see "Apprentice-OPERATING ENGINEERS"

Residential Wood Frame (All Other Work)
CARPENTERS - ZONE 2 (Residential Wood)
Classifications

Residential Wood Frame Carpenter**: The Residential Wood Frame Carpenter classification applies only to the construction of new, wood frame residences that do not exceed four stories including the basement. CARPENTER - ZONE 2 (Residential Wood)

As of 9/1/09 Carpentry work on wood-frame residential WEATHERIZATION projects shall be paid the RESIDENTIAL WOOD FRAME CARPENTER rate.

---

Apprentice - CARPENTER (Residential Wood Frame) - Zone 2

### Effective Date - 10/01/2016

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Notes:

Apprentice to Journeyworker Ratio: 1:5

### RIDE-ON MOTORIZED BUGGY OPERATOR

LABORERS - ZONE 2

For apprentice rates see "Apprentice-LABORER"

### ROLLER/SPREADER/MULCHING MACHINE

OPERATING ENGINEERS LOCAL 1

For apprentice rates see "Apprentice-OPERATING ENGINEERS"

---

Issue Date: 01/13/2017
Wage Request Number: 20170113-030
Page 19 of 24
### ROOFER (Inc. Roofer Waterproofing & Roofer Dampproofing)

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### Apprentice - ROOFER - Local 33

#### Effective Date - 08/01/2016

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**Notes:**
* **1:** 5, 2:6-10, the 1:10; Reroofing: 1:4, then 1:1
* Step 1 is 2000 hrs.; Steps 2-5 are 1000 hrs.
* (Hot Pitch Mechanics' receive $1.00 hr. above ROOFER)

### Apprentice to Journeyworker Ratio:**

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**For apprentice rates see "Apprentice - ROOFER"**
### Apprentice - SHEET METAL WORKER - Local 17-B

**Effective Date:** 04/01/2016

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**Notes:**

Apprentice to Journeyworker Ratio: 1:3

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**SIGN ERECTOR**
PAINTERS LOCAL 35 - ZONE 2

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### Apprentice - SIGN ERECTOR - Local 35 Zone 2

**Effective Date:** 06/01/2013

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**Notes:**
Steps are 4 mos.

Apprentice to Journeyworker Ratio: 1:1

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**SPECIALIZED EARTH MOVING EQUIP < 35 TONS**
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B

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**SPECIALIZED EARTH MOVING EQUIP > 35 TONS**
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**SPRINKLER FITTER**
SPRINKLER FITTERS LOCAL 550 - (Section B) Zone 2

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**Issue Date:** 01/13/2017  
**Wage Request Number:** 20170113-030  
**Page 21 of 24**
### Apprentice - SPRINKLER FITTER - Local 550 (Section B) Zone 2

#### Effective Date - 01/01/2017

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<td>$59.35</td>
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</tbody>
</table>

**Notes:** Apprentice entered prior 9/30/10: 40/45/50/55/60/65/70/75/80/85
Steps are 850 hours
Apprentice to Journeyworker Ratio: 1:3

---

**STEAM BOILER OPERATOR**

*OPERATING ENGINEERS LOCAL 4*

<table>
<thead>
<tr>
<th>Date</th>
<th>Rate</th>
<th>Health</th>
<th>Pension</th>
<th>Total Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/01/2016</td>
<td>$44.94</td>
<td>$10.00</td>
<td>$15.25</td>
<td>$70.19</td>
</tr>
<tr>
<td>06/01/2017</td>
<td>$45.93</td>
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<tr>
<td>12/01/2017</td>
<td>$46.92</td>
<td>$10.00</td>
<td>$15.25</td>
<td>$72.17</td>
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</table>

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

**TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN**

*OPERATING ENGINEERS LOCAL 4*

<table>
<thead>
<tr>
<th>Date</th>
<th>Rate</th>
<th>Health</th>
<th>Pension</th>
<th>Total Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/01/2016</td>
<td>$44.94</td>
<td>$10.00</td>
<td>$15.25</td>
<td>$70.19</td>
</tr>
<tr>
<td>06/01/2017</td>
<td>$45.93</td>
<td>$10.00</td>
<td>$15.25</td>
<td>$71.18</td>
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<tr>
<td>12/01/2017</td>
<td>$46.92</td>
<td>$10.00</td>
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<td>$72.17</td>
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

**TELECOMMUNICATION TECHNICIAN**

*ELECTRICIANS LOCAL 223*

<table>
<thead>
<tr>
<th>Date</th>
<th>Rate</th>
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<th>Pension</th>
<th>Total Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>09/01/2016</td>
<td>$33.33</td>
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### Apprentice - TELECOMMUNICATION TECHNICIAN - Local 223

**Effective Date:** 09/01/2016

<table>
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<th>Step</th>
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<th>Apprentice Base Wage</th>
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<tr>
<td>1</td>
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<td>$0.00</td>
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**Notes:** See Electrician Apprentice Wages
Steps are 750hrs
Telecom Apprentice Wages shall be the same as the Electrician Apprentice Wages

**Apprentice to Journeyworker Ratio:** 2:3

#### TERRAZZO FINISHERS

**BRICKLAYERS LOCAL 3 - MARBLE & TILE**

<table>
<thead>
<tr>
<th></th>
<th>Date</th>
<th>Base Wage</th>
<th>Health</th>
<th>Pension</th>
<th>Unemployment</th>
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<td>08/01/2016</td>
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### Apprentice - TERRAZZO FINISHER - Local 3 Marble & Tile

**Effective Date:** 08/01/2016

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<tr>
<th>Step</th>
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<tr>
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<td>$54.25</td>
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<td>70</td>
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<td>4</td>
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<td>$44.73</td>
<td>$10.18</td>
<td>$19.22</td>
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**Effective Date:** 02/01/2017

<table>
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<tr>
<th>Step</th>
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<th>Health</th>
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<tbody>
<tr>
<td>1</td>
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<td>$24.85</td>
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<td>$44.73</td>
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**Notes:**

**Apprentice to Journeyworker Ratio:** 1:3

### TEST BORING DRILLER

**LABORERS - FOUNDATION AND MARINE**

For apprentice rates see "Apprentice-LABORER"

<table>
<thead>
<tr>
<th></th>
<th>Date</th>
<th>Base Wage</th>
<th>Health</th>
<th>Pension</th>
<th>Unemployment</th>
<th>Total Rate</th>
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### TEST BORING DRILLER HELPER

**LABORERS - FOUNDATION AND MARINE**

For apprentice rates see "Apprentice-LABORER"

<table>
<thead>
<tr>
<th></th>
<th>Date</th>
<th>Base Wage</th>
<th>Health</th>
<th>Pension</th>
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### TEST BORING LABORER

**LABORERS - FOUNDATION AND MARINE**

For apprentice rates see "Apprentice-LABORER"

<table>
<thead>
<tr>
<th></th>
<th>Date</th>
<th>Base Wage</th>
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### TRACTORS/PORTABLE STEAM GENERATORS

**OPERATING ENGINEERS LOCAL 4**

For apprentice rates see "Apprentice-OPERATING ENGINEERS"

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<th></th>
<th>Date</th>
<th>Base Wage</th>
<th>Health</th>
<th>Pension</th>
<th>Unemployment</th>
<th>Total Rate</th>
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<td>06/01/2017</td>
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<td>Pension</td>
<td>Supplemental Unemployment</td>
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<td>-----------------------------------------------------</td>
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<tr>
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<tr>
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<tr>
<td>TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE)</td>
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<td>$51.08</td>
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<td>$14.40</td>
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<tr>
<td>For apprentice rates see &quot;Apprentice- LABORER&quot;</td>
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<tr>
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<tr>
<td>For apprentice rates see &quot;Apprentice- LABORER&quot;</td>
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<td>TUNNEL WORK - FREE AIR (HAZ. WASTE)</td>
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<td>LABORERS (FREE AIR TUNNEL)</td>
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<tr>
<td>For apprentice rates see &quot;Apprentice- LABORER&quot;</td>
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<tr>
<td>For apprentice rates see &quot;Apprentice- PLUMBER/PIPEFITTER&quot; or &quot;PLUMBER/GASFITTER&quot;</td>
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</tbody>
</table>

Additional Apprentice Information:

Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the M.G.L. c. 149, ss. 26-27D. Apprentice ratios are established by the Division of Apprenticeship Training pursuant to M.G.L. c. 23, ss. 11E-11L.

All apprentices must be registered with the Division of Apprenticeship Training in accordance with M.G.L. c. 23, ss. 11E-11L.

All steps are six months (1000 hours).
Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof, unless otherwise specified.

** Multiple ratios are listed in the comment field.
**** APP to JM: 1:1, 1:2, 2:3, 3:4, 4:4, 4:5, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.
**** APP to JM: 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.
BID BOND

Conforms with The American Institute of Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, Sealcoating Inc.

825 Granite Street, Braintree, Massachusetts 02184

as Principal, hereinafter called the Principal,

and the Fidelity and Deposit Company of Maryland

of 100 High Street - Suite 1400, Boston, MA 02110, a corporation duly organized under the laws of the State of Maryland, as Surety, hereinafter called the Surety, are held and firmly bound unto

County of Barnstable, Barnstable, MA 02630 as Obligee, hereinafter called the Obligee,

in the sum of 5% of Bid Amount

Dollars ($ 5% of Bid Amount ), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Crackfilling Items- 2017

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 9th day of February, 2017.

Sealcoating Inc. (Seal)

Witness

Richard L. Goodick, Vice President

Fidelity and Deposit Company of Maryland

Witness

Ellen J. Young, Attorney-in-Fact
KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by GERALD F. HALEY, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Frank J. SMITH, Donna M. ROBIE, Christina D. HICKEY and Ellen J. YOUNG, all of Natick, Massachusetts, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 6th day of May, A.D. 2016.

ATTEST:

By: Eric D. Barnes
   Secretary

Vice President
Gerald F. Haley

State of Maryland
County of Baltimore

On this 6th day of May, A.D. 2016, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, GERALD F. HALEY, Vice President, and ERIC D. BARNES, Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeseth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019
EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact: The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney... Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 9th day of February, 2017.

Michael Bond, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:

Zurich American Insurance Co.
Attn: Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
DISCHARGE OF MORTGAGE

Barnstable County, acting by and through the Cape Cod Commission, the holder of a mortgage

By        Susan E. Childs

to        Barnstable County, acting by and through the Cape Cod Commission,

dated     April 7, 1999

recorded with the Barnstable County Registry of Deeds Book 12301 Page 216

acknowledges satisfaction of the same.

Witness our hand and seal this ______ day of March 2017

BARNSTABLE COUNTY,

____________________________________

____________________________________

____________________________________

As County Commissioners

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this ______ day of March 2017, before me, the undersigned notary public personally appeared ________________________________

____________________________________

and proved to me through satisfactory evidence of identification, which was __________________________, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:
AGREEMENT
BETWEEN

Barnstable County through
Cape Cod Commission
3225 Main Street
Barnstable, MA 02630

and

University of Massachusetts Donahue Institute
100 Venture Way, Suite 9
Hadley, MA 01035-9462

THIS AGREEMENT, made this __________ day of __________________________ by and between University of Massachusetts Donahue Institute (hereinafter referred to as Contractor) and Barnstable County, acting by and through the Cape Cod Commission (hereinafter referred to as the Commission) but without any personal liability.

WITNESSETH THAT:

WHEREAS, the Commission is the regional planning and land use regulatory agency for the fifteen towns in Barnstable County, and

WHEREAS, the Commission requires technical assistance to collect primary data on second homes and owners,

WHEREAS, the Contractor has been selected in compliance with Massachusetts General Laws,

NOW THEREFORE, the Commission, and the Contractor do mutually agree as follows:

1. Employment of Contractor. The Commission hereby agrees to engage the Contractor to perform the services hereinafter set forth in the Scope of Services. Contractor shall not be considered an employee of Barnstable County.

2. Scope of Services. The Contractor shall perform the scope of services as set forth in Attachment A.

3. Time of Performance. Work in connection with the Agreement shall begin upon execution of this Agreement and continue until June 30, 2017 unless an extension in time is agreed to in writing by both the Commission and the Contractor.

4. Payment. The Commission shall compensate the Contractor for services provided under Section 2, Scope of Services, at the fixed fee of $62,000.00. The Contractor shall invoice the Commission per the following schedule:
   - $21,000 on April 21, 2017
   - $21,000 on May 15, 2017
   - $20,000 on June 30, 2017
The UMass Donahue Institute's federally negotiated indirect rate of 24% has been waived for this project. In its place, an F&A rate of 17% will be applied to all direct costs associated with this project. This rate is available only in the instance of this specific project. Upon acceptance of the Contractor's invoice, payment will be made within thirty (30) days. If an invoice is not accepted by the Commission within fifteen (15) days, it shall be returned to the Contractor with a written explanation for the rejection. At the end of each County fiscal year Contractor must submit any outstanding invoices for services performed or delivered during the fiscal year (July 1-June 30) to the Commission no later than July 31st.

5. Termination or Suspension of Contract for Cause. If through any sufficient cause, the Contractor or the Commission shall fail to fulfill or perform its duties and obligations under this Contract, or if either party shall violate or breach any of the provisions of this Contract, either party shall thereupon have the right to terminate or suspend this Contract, by giving written notice to the other party of such termination or suspension and specifying the effective date thereof. Such notice shall be given at least thirty (30) calendar days before such effective date. The notice of termination provided may state a period during which the alleged breach may be cured, which cure shall be subject to approval by the non-breaching party. In the event of a breach, the breaching party may be subject to any and all applicable contract rights and remedies available to the non-breaching party. Applicable statutory penalties may be imposed. Written notice shall be submitted to either party as indicated in Section 24.

6. Termination for Convenience of Commission. The Commission shall have the right to discontinue the work of the Contractor and cancel this contract by written notice to the Contractor of such termination and specifying the effective date of such termination. In the event of such termination or suspension of this Contract, the Contractor shall be entitled to just and equitable compensation for satisfactory work completed, for services performed and for reimbursable expenses necessarily incurred in the performance of this Contract up to and including the date of termination or suspension. Written notice shall be submitted to the Contractor as indicated in Section 24.

7. Changes. The Commission may, from time to time, require changes in the Scope of Contractor Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by the Commission and the Contractor, shall be incorporated in written amendments to this Contract.

8. Non-Discrimination in Employment and Affirmative Action. The Contractor shall take affirmative action to ensure that qualified applicants and employees are treated without regard to age, race, color, religion, sex, marital status, sexual orientation, national origin, disability, or Vietnam Era Veteran status. The contractor agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including but not limited to: Title VII of the Civil Rights Act of 1964, as amended; Massachusetts General Laws Chapter 151B§(1); the Americans with Disabilities Act of 1990; and all relevant administrative orders and executive orders including Executive Order 246.

9. Subcontracting. None of the services to be provided by the Contractor pursuant to this Contract shall be subcontracted or delegated in whole or in part to any other organization, association, individual, corporation, partnership or other such entity without the prior written approval of the Commission. No subcontract or delegation shall relieve or discharge the Contractor from any obligation or liability under this Contract except as specifically set forth in the instrument of approval. If this Contract is funded in whole or in part with federal funds, Contractor further agrees to comply with the provisions of the Office of Management and Budget Circular A-110, as amended, with respect to taking affirmative steps to utilize the services of small and minority firms, women's business enterprises and labor surplus area firms. All subcontracts shall be in writing and shall contain provisions which are functionally identical to,
and consistent with, the provisions of this Contract. The Commission shall have the right to obtain a copy of the subcontract upon request.

10. Interest of Members of Commission and Others. No officer, member or employee of the Commission, IT, and no member of its governing body of the locality or localities in which the Project is situated or being carried out who exercises any function or responsibility in the review or approval of the undertaking or carrying out of the Project, shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested or has any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

11. Interest of Contractor. The Contractor covenants that it presently has no interest and shall not acquire any interest directly or indirectly which would conflict in any manner or degree with the performance of its services hereunder.

12. Assignability. The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Commission thereto; provided, however that claims for money due or to become due the Contractor from the Commission under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Commission.

13. Recordkeeping, Audit, and Inspection of Records. The Contractor shall maintain books, records, and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of seven (7) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. If this contract is funded in whole or in part with state or federal funds, the state or federal grantor agency, the Commission or any of its duly authorized representatives or designees, shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records and other compilations of data of the Contractor which pertain to the provisions and requirements of this Contract. Such access shall include on-site audits, review and copying of records.

14. Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Contract which the Commission requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the Commission. Notwithstanding the foregoing, the Contractor is subject to the Massachusetts Public Records Law.

15. Publication, Reproduction and Use of Material. No material produced in whole or in part under this Contract shall be subject to copyright in the United States or in any other country. The Commission shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials prepared under this Contract.

16. Political Activity Prohibited. None of the services to be provided by the Contractor shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.
17. Anti-Boycott Warranty. During the term of this Contract, neither the Contractor nor any “affiliated company” as hereafter defined, shall participate in or cooperate with an international boycott, as defined in Section 999 (b) (3) and (4) of the Internal Revenue Code of 1954, as amended by the Tax Reform Act of 1986, or engage in conduct declared to be unlawful by Sections 2 and 3 of Chapter 151E, Massachusetts General Laws. As used herein, an “affiliated company” shall be any business entity of which at least 51% of the ownership interested is directly or indirectly owned by the Contractor or by a person or persons or business entity or entities which directly or indirectly own at least 51% of the ownership interests of the Contractor.

18. Choice of Law. This Contract shall be construed under and governed by the laws of the Commonwealth of Massachusetts. The Contractor and the agents thereof, agree to bring any federal or state legal proceedings arising under this Contract, in which the Commission is a party, in a court of competent jurisdiction within the Commonwealth of Massachusetts. This paragraph shall not be construed to limit any rights a party may have to intervene in any action, wherever pending, in which the other is a party.

19. Force Majeure. Neither party shall be liable to the other nor be deemed to be in breach of this Contract for failure or delay in rendering performance arising out of causes factually beyond its control and without its fault or negligence. Such causes may include, but are not limited to: acts of God or the public enemy, wars, fires, floods, epidemics, strikes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

20. Compliance with Laws. The Contractor shall promptly comply with all applicable laws, rules, regulations, ordinances, orders and requirements of the Commonwealth and any state or federal governmental authority relating to the delivery of the services described in this Contract subject to section 18 above. Unless otherwise provided by law, the Contractor shall promptly pay all fines, penalties and damages that may arise out of or are imposed because of the Contractor’s failure to comply with the provisions of this. If the Contractor receives federal funds pursuant to this Contract, Contractor understands and agrees to comply with all requirements outlined in the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200 Subpart A-F.)

21. Headings, Interpretation and Severability. The headings used herein are for reference and convenience only and shall not be a factor in the interpretation of the Contract. If any provision of this Contract is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of the Contract shall be enforced to the fullest extent permitted by law.

23. Data ownership. All data and information collected shall be and remain the property of the Cape Cod Commission. The proposer retains no right to use or access the data once the scope of this contract is complete.

24. Notice. Each Party giving or making any notice, request, demand or other communication (each a “Notice”) pursuant to Sections 5 and 6 of the Contract, shall give said Notice in writing, delivered by courier or by overnight mail with receipt requested to the Party at the address provided below, unless another address is provided by the Party in writing and made part of this Contract by amendment. Notice by courier or overnight mail shall be deemed to have been received on the next business day after it was sent or such earlier time as it is confirmed by the receipt executed by the receiving party.

To Contractor: J. Lynn Griesemer, UMass Donahue Institute, 100 Venture Way, Suite 9, Hadley, MA 01035
To Commission: Paul Niedzwiecki, Executive Director, Cape Cod Commission, 3225 Main Street, Barnstable, MA 02630

IN WITNESS WHEREOF, the Commission and Contractor have executed this Agreement this ______ day of ______ in the year two thousand and seventeen.

BARNSTABLE COUNTY COMMISSIONERS:

Leo Cakounes, Chair

Mary Pat Flynn, Vice-Chair

Ronald Beaty, Commissioner

__________________________
Date

FOR THE CONTRACTOR:

J. Lynn Ghesemer, Executive Director

__________________________
Date

Patricia Brierly-Bowers, Director of Applied Research & Program Evaluation

__________________________
Date

FOR THE COMMISSION:

Paul Niedzwiecki, Executive Director

__________________________
Date
ATTACHMENT A

SCOPE OF SERVICES CONSISTING OF 2 PAGES

1. **Introduction/Purpose**

This survey research is a follow up to a 2008 study (2008 Cape Cod 2ndHome Survey Report Final.pdf) conducted to understand how second homes were being used; how they might be used in the future; and how second homeowners participate in the local economy. As with the previous study, data will be collected via a mail-in survey.

2. **Qualifications of Vendor**

UMDI has conducted several survey projects for the Cape Cod Commission. They are the 2008 Second Homeowners Survey, The Cape Cod Business Climate Survey (2011 and 2012), and the 2014 Homeowners survey. Through those projects UMDI has demonstrated experience collecting and interpreting a range of relevant data including: demographic and economic data about Cape Cod; second homeowner demographics and real estate trends on Cape Cod; perceptions of the potential impact of environmental issues on Cape Cod homeowners and the regional economy.

3. **Contractor Responsibilities**

- Critique the existing draft survey created by the Commission
- Meet with Commission staff to discuss critique and recommended changes and agree on final survey
- Pull a random sample of second home owners from the town assessors’ personal property tax dataset provided by the Commission.
  - Pull secondary homeowner names, their mailing addresses, and the Cape Cod address of the specific secondary property pulled to shown on the cover letter sent with the survey
  - Pull a sample large enough to provide 95% confidence interval for each sub-region of Cape Cod
  - Sub-regions: Upper Cape (Bourne, Sandwich, Falmouth, Mashpee); Mid Cape (Barnstable, Yarmouth, Dennis); Lower Cape (Orleans, Harwich, Chatham, Brewster), & Outer Cape (Provincetown, Truro, Wellfleet, Eastham)
- Professionally produce and print the final survey instrument including cover letter
- Mail surveys to second homeowners at their primary residence
- Follow initial survey mailing with postcard reminders to non-respondents
- Compile and label data in database format in Microsoft Excel
- Forward a copy of the full database to Commission staff at the time of completion
- Compile descriptive statistics and frequency tables for each question showing number of respondents and their responses by region and sub-region. Include
statistical significance for differences between sub-regions and differences in responses between the 2008 survey and this survey where possible.

- Provide statistics to Commission staff for review
- Meet with Commission staff to discuss findings and final report
- Prepare a brief report on the key findings and their meaning and significance

4. **Client Responsibilities**

Upon contract execution, the Cape Cod Commission will provide UMDI with: a draft survey instrument for review and a consolidated list of second homeowners from which to draw the survey sample. That list shall include the primary mailing address for each homeowner as well as the address of the second home.

The Commission will provide UMDI with timely feedback on draft survey revisions, statistics and the draft final report so as not to impede compliance with established project timelines.

5. **Deliverables & Timelines**

The consultant will be expected to adhere to the following timeline for project tasks and deliverables, assuming the contract is fully executed by March 10, 2017 and that the draft survey instrument and list of secondary homeowners is provided to UMDI by March 13, 2017:

- Finalize survey questions and select sample by March 31, 2017
- Prepare files and send survey to printer by April 7, 2017
- Survey distribution by April 21, 2017
- Close data collection May 15, 2017
- Database & frequency tables by June 2, 2017
- Final Report by June 30, 2017
This form is issued and published by the Massachusetts Department of Transportation (MassDOT or Department). Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/-org under Guidance For Vendors - Forms, or www.mass.gov/ogd under OSD Forms.

CONTRACTOR LEGAL NAME: County of Barnstable
(and dba):
Legal Address: (W-9, W-4,T&CT) 3554 Main St- Barnstable, MA 02630-
Contract Manager: Lev Malakhov
E-Mail: Inalakhov@capecodcommission.org
Phone: 508.744.1229 Fax: 508.362.3136
Vendor Code Address ID (e.g. “ADD01”: ADD201
(Note: The Address ID Must be set up for EFT payments.)

X NEW CONTRACT

PROCUREMENT OR EXCEPTIO N TYPE: (Check one option only)
___ Statewide Contract (UOS or an OSD-designated Department)
___ Collective Bargaining Agreement (Attach OSD approved Agreement)
___ Department Procurement (Includes State or Federal grants $15 CMR 2.00)
___ Emergency Contract (Attach justification for emergency, scope, budget)
___ Contract Employee (Attach Employment Status Form, scope, budget)
___ Legislative/Leg or Other: (Attach authorizing language/justification, scope and budget)

X CONTRACT AMENDMENT

Enter Current Contract End Date Prior to Amendment: 20
Enter Amendment Amount: $____ (or “no change”)

AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)
___ Amendment to Scope or Budget (Attach updated scope and budget)
___ Interim Contract (Attach justification for Interim Contract and updated scope/budget)
___ Contract Employee (Attach any updates to scope or budget)
___ Legislative/Leg or Other: (Attach authorizing language/justification and updated scope and budget)

The following MassDOT TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract.

X MassDOT Terms and Conditions: __________

COMMONWEALTH Terms and Conditions For Human and Social Services

COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to receipt for MassDOT/Commonwealth owed costs under $15 CMR 9.00.
___ Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)
___ X Maximum Obligation Contract: Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended): $0.00.

PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from Invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___ % PPD; Payment issued within 15 days ___ % PPD; Payment issued within 20 days ___ % PPD; Payment issued within 30 days ___ % PPD. If PPD percentages are left blank, Identity reason: ___ agree to standard 45 day cycle ___ statutory/legal or Ready Payments (GL c. 29, § 23A): ___ only Initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being accomplished for a Contract Amendment. Attach all supporting documentation and justifications.) The purpose of this contract is to provide Barnstable County’s fifteen municipalities and other governmental agencies with the opportunity to install modern bicycle parking infrastructure on public property within the region at a reduced cost.

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:
___ 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date.
___ 2. may be incurred as of ___ 20___, a date later than the Effective Date below and no obligations have been incurred prior to the Effective Date.
___ 3. were incurred as of ___ 20___, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth and MassDOT from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of June 30, 2017, with no new obligations being incurred after this date unless the Contract is properly amended. Provided, that the terms of this Contract and performance expectations and Contract performance shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the “Effective Date” of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached herein) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the MassDOT Terms and Conditions, this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor’s Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor’s Response only if made using the process outlined in 801 CMR 21.07. Incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more effective Contract.

AUTHORIZING SIGNATURE FOR THE CONRACTOR:
X: _______________________________________________ Date: 5/3/2018
Signature and Date Must Be Handwritten At Time of Signature
Print Name: Mary Pat Flynn, Sheila Hoskins, Leo Calouzes
Print Title: Barnstable County Commissioners

AUTHORIZING SIGNATURE FOR MASSDOT:
X: _______________________________________________ Date: 6/27/18
Signature and Date Must Be Handwritten At Time of Signature
Print Name: David J. Mohler
Print Title: Executive Director

(Updated 3/21/2014) Page 1 of 5
INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

CONTRACTOR LEGAL NAME (and DBIA): Enter the Full Legal Name of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the MassDOT Terms and Conditions, which must match the legal address on the 1099-MISC form in MMARS (or for the Legal Agent in HRCMS for Contract Employee).

Contractor: Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on COMMONDYS, the name of the Contract Manager must be included in the Contract on COMMONDYS.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contractor Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notices requirements.

Vendor Code: The Department must enter the MMARS Vendor Code assigned by the Department. If a Vendor Code has not yet been assigned, leave the space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., "ADD1") The Department must enter the MMARS Vendor Code Address ID identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paying and Vendor File and W-9 policies.

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the three (0) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notices sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notices sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc IDs. 

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference number associated with the Contract and will be entered into the MassDOT Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (left side of Form): Complete this section ONLY if this Contract is brand new. (Complete the CONTRACT AMENDMENT section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

PROCUREMENT OR EXCEPTION TYPE: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See State Finance Law and General Requirements, Acquisition Policy and Fixed Assets, the Commodities and Services Policy and the Procurement Information Center (Department Contract Guidance) for details.

Statewide Contract (OSD or an OSD-designated Department). Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD. Check this option for Contracts approved by OSD for collective purchases through federal, state, local or other entities.

Department Contract Procurement. Check this option for a Department procurement including state grants and federal sub-awards under 215 CMR 2.00 and State Grants and Federal Subawards Policy, Departmental Master Agreements (MA). If multi-Department use Contract, identify multi-Department use in Brief Description.

Emergency Contract. Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee. Check this option when the Department requires the performance of an individual Contractor, and when the planned Contract performance with an individual has been classified using the Employment Status Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Legislative/Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. 

Contract Employee/Exception: exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year). (See Amendments, Suspensions, and Termination Policy).

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not required if the date is not current date and is already recorded in MMARS).

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. Amendment to Scope or Budget. Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiated results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost-effective Contract.

Interim Contracts: Check this option for an Interim Contract to prevent a lapse of Contract performance when addressing whatever an existing Contract is being re-processed but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an Interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee. Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee. 

Legislative/ Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly

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MASSDOT STANDARD CONTRACT FORM

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here. A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal closeout performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c.4, §9.

CERTIFICATIONS AND EXECUTION

See Department Head Signature Authorization Policy and the Contractor Authorized Signature Listings for policies on Contractor and Department signatures.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must execute their own handwring and in ink sign AND enter the date the Contract is signed. See section above under “Anticipated Start Date”. Acceptance of payment by the Contractor shall occur concurrently and no right of the Contractor to claim the Contract/Award is not valid and the Contractor may not void the Contract. Rubber stamps, typed or other images are not acceptable. Proof of Contractor signature authorization on a Contractor Authorized Signature Listing must be reviewed by the Department before any payment is made. A contract is not already on file.

Contractor Name/Title: The Contractor Authorized Signatory’s name and title must appear legible as it appears on the Contractor Authorized Signature Listing.

Authorizing Signature For Department/Date: The Authorized Department Signatory must execute their own handwring and in ink sign AND enter the date the Contract is signed. See section above under “Anticipated Start Date”. Rubber stamps, typed or other images are not acceptable. The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Intergovernmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretarial signoff, evidence of Secretarial signoff must be included in the Contract file.

Department Name/Title: Enter the Authorized Signatory’s name and title legibly.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the “Effective Date” of this Contract or Amendment shall be the latest date that this Contract or Amendment has been signed. The Contractor acknowledges and affirms the accuracy of the date of this Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the laws and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all items governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein: MassDOT and Contractor Ownership Rights. The Contractor certifies and agrees that MassDOT is entitled to ownership and possession of all “deliverables” purchased or developed with Contract funds. A Department may not relinquish rights to deliverables nor may Contractors sell products developed with MassDOT resources without just compensation. The Contract should detail all MassDOT deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards; that the performance required, including obtaining required licenses, registrations, permits, resources for performance, and sufficient professional, liability, and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State’s website as licensed to do business in Massachusetts, as required by law.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that MassDOT is entitled to ownership and possession of all “deliverables” purchased or developed with Contract funds. A Department may not relinquish rights to deliverables nor may Contractors sell products developed with MassDOT resources without just compensation. The Contract should detail all MassDOT deliverables and ownership rights and any Contractor proprietary rights.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 19G and G.L. c.11, s.12 seven (7) years beginning on the first day after the final payment.

(Please note: The remainder of the document contains detailed clauses and sections related to various aspects of the contract, including financial terms, compensation methods, performance standards, and legal requirements. It is important to review this document in its entirety to understand the full scope and implications of the contract terms.)

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under this Contract or such longer period necessary for the retention of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor cannot claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Copies of non-routine Contract related records shall not exceed the rules for public records under 950 C.M.R. 32.00.

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government through any law or regulation including Executive Order 147, G.L. c. 29, § 25F, G.L. c. 30, § 38R, G.L. c. 149, § 27C, G.L. c. 149, § 44C, G.L. c. 149, § 148B and G.L. c. 152, § 25C.

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); 801 CMR 21.00 (Procurement of Service and Service Proceedings, including Human and Social Services); 815 CMR 2.00 (Grants and Subsidies); 818 CMR 1.00 (Compliance, Reporting and Auditing for Human And Social Services); AGCCA Standards, confidentiality of Department records under G.L. c. 66A; and the Massachusetts Constitution Article XVIII as applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Bill Payment Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Invoices in any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed) prior to June 30th, in order to make payment by that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15th or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth and MassDOT from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

Payments Subject To Appropriation. Pursuant to G.L. c. 29 § 2B, § 27 and § 29, Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and supplemental, including mandated allotment reductions triggered by G.L. c. 29 § 5C. A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth and MassDOT have no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify all performance criteria. Overpayments are recoverable.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to G.L. c. 7A, § 3 and 815 CMR 9.00. Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assure late fees, carry a Contract or other services if amounts are intercepted or offsets due to recoupment of an overpayment, outstanding taxes, child support, other debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury tax compliance with Federal tax laws; state tax laws including but not limited to G.L. c. 62C, G.L. c. 62C, § 49A; compliance with all state tax laws, reporting of employees and subcontractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and remits domestic overtime wages, report of employers and contractors under G.L. c. 62E, withholding and remitting child support including G.L. c. 119A, § 12; TIR 05-11, New Independent Contractor Provisions and applicable TIR.

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies that it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at least 45 days prior to filing for bankruptcy and/or receivership. The Contractor certifies that it will not commence any potential structural change in its organization, or if there is any risk to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department any judgments, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, orlearn of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules. Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including but not limited to 41 USC 1352; other federal requirements Executive Order 11246; Air Pollution Act; Federal Water Pollution control Act and Federal Employment Laws.

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth/MassDOT data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and dissemination of personal data and information under G.L. c. 93H and c. 66A and Executive Order 504. The Contractor is required to comply with G.L. c. 93H for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) Information Technology Division (ITD) Protection of Sensitive Information, provided further that any Contractor having access to credit card or banking information of Commonwealth/MassDOT customers certifies that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards and shall provide compliance confirmation during the Contract, provide further that the Contractor shall promptly notify the Department in the event of any security breach relating to the unauthorized access, disposition, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth/MassDOT and provide access to any information necessary for the Commonwealth/MassDOT to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to G.L. c. 93H, § 39.

Corporate and Business Filings and Reports. The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the Secretary of the Commonwealth, the Office of the Attorney General or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with all applicable state and federal employment laws or regulations, including but not limited to G.L. c. 149 § 198A (Prevailing Wages for Paving and Distribution of Public Documents); G.L. c. 7, § 22 ( Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance; child labor laws. AGCA labor practices (G.L. Labor and Industries); G.L. c. 150A (Labor Relations); G.L. c. 151A (Employment and Training); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151C (Workers' Compensation); G.L. c. 153 (Liability for Injuries); 23 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28 and the Federal Family and Medical Leave Act.


Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 52A, if qualified through the SBPP COMMBUYVS subscription process at: www.commbuyvs.com and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The Information Technology Mandatory Specifications and the IT Acquisition Accessibility Contract Language are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U16, U18 object codes in the Expenditures Classification Handbook or other Contracts as approved by CTR or OSD. Pursuant to Section 11. Indemnification of the MassDOT Terms and Conditions, the term other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth/MassDOT incurs to repair, replace or seek cover (purchase of substitute commodities and services under a Contract), "other damages" shall not include damages to the Commonwealth/MassDOT as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's or MassDOT's right of recovery for personal injury or property damages or patent and copyright.
infringement under Section 11 nor the Commonwealth's MassDOT's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's or MassDOT's use of contractor provided products or services, loss of Commonwealth or MassDOT's records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth or MassDOT. In no event shall "other damages" exceed the greater of $100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's MassDOT's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the MassDOT Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to G.L. c. 7 s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promises religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military equipment for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the MassDOT when it is not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Consultant Contractor Certifications (For Consultant Contracts "HH" and "NM" and "D00" object codes subject to G.L. chapter 20 s. 20A) Contractors must make required disclosures as part of the RFR Response or using the Consultant Contractor Mandatory Submission Form.

Attorneys. Attorneys or firms providing legal services or representing MassDOT may be subject to G.L. c. 30, s. 65, and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

For covered Executive state Departments, the Contractor certifies compliance with applicable Executive Orders (see also Massachusetts Executive Orders), including but not limited to the specific orders listed below. A breach during a period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker.

Executive Order 130. Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an International boycott (See IRC § 999b(9): 1(4) and IRS Audit Guidelines boycotts) or engages in conduct declared to be unlawful by G.L. c. 151E, s. 2. A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, MassDOT and the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 346. Hiring of State Employees By State Contractors. Contractor certifies compliance with both the conflict of interest law G.L. c. 268A specifically s. 5(f) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth/MassDOT. A privatization contract shall be deemed to include a specific prohibition against the hiring of any state employee, for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Order 504. Regarding the Security and Confidentiality of Personal Information. For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such Information or data (herein collectively "personal Information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts "Security and Confidentiality of Personal Information" and has reviewed the Commonwealth of Massachusetts Information Technology Division's "Security Policies" and all pertinent security guidelines, standards, and policies; (2) complies with all of the Commonwealth of Massachusetts Information Technology Division's "Security Policies" (3) communicates and enforces the contracting agency's IS and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implements and maintains any other appropriate security measures to enforce the contract; (5) implements and enforces access control over personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (6) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as "the unauthorized use"); (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth and MassDOT may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of MassDOT's Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, § 38 for violations under M.G.L. c. 66A.

Executive Orders 523, 524 and 526, Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 470), Executive Order 524 (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 520), Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program.). All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the State shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans) or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

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Cape Cod Commission Bike Rack Program - Scope of Work

December 16, 2015

Purpose:
The Cape Cod Commission Bike Rack Program provides full reimbursement of the cost of purchasing bicycle racks, excluding shipping and installation costs. Installation and shipping costs are borne by the eligible applicants as part of the local match funding mechanism. The Massachusetts Department of Transportation (MassDOT) and the Federal Highway Administration (FHWA) will provide program funding through the Cape Cod Commission. Cape Cod Commission staff will identify specific racks that meet minimum standards for secure and safe parking. Eligible applicants may then order Commission-approved racks through the bicycle parking vendors. Application submittals for Commission staff approval will include summary characteristics of proposed locations (e.g., near schools, libraries, etc.).

Program Budget:
The Cape Cod Commission Bike Rack Program is funded in the amount of $50,000 through the Cape Cod Metropolitan Planning Organization’s Transportation Improvement Program using federal/state Congestion Mitigation and Air Quality (CMAQ) funds.

CMAQ Background:
The Congestion Mitigation and Air Quality Improvement (CMAQ) program was established by federal transportation legislation in 1991. The CMAQ program provides a flexible funding source to State and local governments for transportation projects and programs to help meet the requirements of the Clean Air Act. Funding is available to reduce congestion and improve air quality for areas that do not meet the National Ambient Air Quality Standards (NAAQS) for ozone, carbon monoxide, or particulate matter-nonattainment areas and for areas that were out of compliance but have now met the standards-maintenance areas.

The CMAQ program supports two important goals of the Department of Transportation: improving air quality and relieving congestion. This program was particularly designed to help States and metropolitan areas meet their Clean Air Act obligations in nonattainment and maintenance areas and to prevent areas from falling into nonattainment.

One of the identified eligible CMAQ activities is to provide non-recreational bicycle transportation and pedestrian improvements that provide a reduction in single-occupant vehicle travel.

(source: Federal Highway Administration)
Participation:
All 15 municipalities in the Cape Cod region, and other government agencies such as the Cape Cod Regional Transit Authority, the Massachusetts Department of Conservation and Recreation and the Cape Cod National Seashore are eligible to participate in the Bike Rack Program. An informational email will be distributed to the eligible applicants to kick off the program in early 2016. Periodic updates will be provided regarding remaining funding levels and program timeline. Applications will be due by close of business on April 15th 2016. Should the aggregate total of requested funds exceed $50,000, the numbers of bike racks allocated to each applicant will be adjusted roughly proportional to each community’s percentage population. In cases whereby a municipality and another agency have proposed locations that in total exceed that municipality’s allocation, the non-municipality agency’s allotment would be reduced first. In cases where multiple agencies’ proposals in total exceed a municipality’s allocation, priority would again be given to a municipality’s request, followed by the non-municipality agencies in order of application date.

Selection of Bicycle Parking Infrastructure Vendors:
The Cape Cod Commission will select responsible vendors by obtaining quotes from the contractors on the Massachusetts statewide contract number FAC79 (please see attached Contract User Guide and Contractor Listing). Request for Proposals will be issued if Commission staff does not receive qualified quotes in response to the Commission’s Request for Quotes from the statewide contract vendors.

Reimbursement Process:
Eligible applicants will place their pre-approved orders with the selected vendors and will be responsible for paying the vendors’ invoices in full. Bike racks purchased through the program must be installed in order to be eligible for reimbursement. Applicants will submit reimbursement invoices to the Cape Cod Commission.

Reimbursement invoices must include:

1. Signed Reimbursement Eligibility Form (Form #5)
2. Bike Rack Reimbursement Form (Form #6)
3. Installation Locations Form (Form #7)
4. Photographs of the bike rack locations before and after the installation
5. Copies of vendors’ itemized invoices

Cape Cod Commission will submit invoices to Massachusetts Department of Transportation on a monthly basis.

Shipping & Delivery:
Shipping and installation costs are to be borne by the participating applicants in the Cape Cod region; these costs are considered the local match for the program. Vendors must ship products to the address provided by the applicant. Vendors shall not require minimum quantities in order for applicants to participate. Deliveries are to be completed during normal business hours. Receipt of deliveries must be acknowledged by signature of buyers’ authorized representative. Vendors may not require customers to pick up purchases.