

**COUNTY OF BARNSTABLE**  
**PURCHASING**

Elaine Davis  
Chief Procurement Officer

**DEPARTMENT OF FINANCE**  
SUPERIOR COURT HOUSE  
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BARNSTABLE, MASSACHUSETTS 02630

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**Invitation for Bids**

**Barnstable County, on behalf of Towns in Barnstable County is seeking sealed bids for Road Resurfacing Specific Projects for the period of April 1, 2018 through March 31, 2019.**

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 **January 18, 2018 at 2:30 PM.**

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 – Road Resurfacing - Specific – “2018”**.

**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 submissions for this project are subject to the provisions of Massachusetts General Laws, Chapter 30, 39M. Prevailing wages apply. MA Highway Prequalification is required for some items.

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 3rd Day of January, Two Thousand and Eighteen.

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 of Barnstable, Bourne, Chatham, Harwich, Orleans, Sandwich and Yarmouth.

### **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
- 3.4 Estimates and street locations are included on Attachment A.

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, 2018 and terminates March 31, 2019.

#### **7. Substitute Material and Equipment.**

The Contract, if awarded, will be on the basis of material and equipment described/ specified 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 "effective date of the Agreement".

## **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 (BF-1 through BF-6 and Attachment A); 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 form 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 a 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
- 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. Award of Contract.**

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.”

**19. Fair Employment Practices.**

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.

20. Projects requiring MA Highway Prequal are highlighted in yellow.

**BID FORM**

**BID IDENTIFICATION: ROAD RESURFACING SPECIFIC PROJECTS  
(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, 2018 to March 31, 2019 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 \_\_\_\_\_ Number \_\_\_\_\_  
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.



6. Communications concerning this Bid shall be addressed to:

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Bidder's Contact Person: \_\_\_\_\_

7. Bid comparison will be based on total value of all bid items carried forward from all construction items provided for each Town. Bidders must bid on all items for every Town that he is bidding for or the bid will be considered nonresponsive. Bid selection will be by total bid value by Town and will be based on the lowest, qualified, responsible, and responsive bid 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 \_\_\_\_\_, 20\_\_\_\_.

**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 \_\_\_\_\_  
(Corporation Name)

\_\_\_\_\_  
(State of Incorporation)

By \_\_\_\_\_  
(Name of person authorized to sign and Signature)

(Corporate Seal)

Attest \_\_\_\_\_  
(Secretary)

Business address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_

**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.)

**THIS FORM IS TO BE USED AS THE COVER SHEET 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:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_

**Signature of Individual Signing**

**Bid, or Corporate Officer:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Social Security Number**

**Or Federal Identification Number:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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  
ROAD RESURFACING PROJECTS  
(UNIT PRICE WORK)**

Bidders may bid 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.

**MASSDOT Prequalification:** The Towns presently intend to use Chapter 90 (State) funds to finance some of the work. Therefore, Bidders are required to be **prequalified** through the Massachusetts Department of Transportation (MASSDOT). Bids received from Bidders not prequalified by the MASSDOT will be declared invalid. Items requiring MA Highway Prequal are identified on the bid form.

**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 **Bid Item Numbers: 460 and 472.1**. **Diesel fuel** (variance from base price of 10% or more) adjustment will be allowed for **Bid Item Numbers: 460 and 472.1**. **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 MASSDOT liquid asphalt, diesel fuel, gasoline, Portland cement, or steel prices published prior to the day that the bids are opened.. The “order price” shall be the most recent MASSDOT liquid asphalt, diesel fuel, gasoline, Portland cement, or steel prices published prior to 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.**

## **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;
- 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.

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. Determinations of the actual quantities and classification of 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. These Bonds shall remain in effect at least until two (2) 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 Road Resurfacing as described herein to Towns within Barnstable County. Quantities and project roads are listed on Attachment B. (Two tabs)

All Work done under this Contract shall be in conformance with the 1988 Massachusetts Highway Department (MASSDOT) Standard Specifications for Highways and Bridges, the Supplemental Specifications, the 2005 Standard Special Provisions, the 2010 Construction Standard Details, and the 2009 Manual on Uniform Traffic Control Devices, all as amended, and these Special Provisions. The General Conditions and Special Provisions shall take precedence over the General Requirements of the Standard Specifications.

**As noted on the Bid Form liquid asphalt, diesel fuel, gasoline, Portland cement, and steel price adjustments will be allowed for a limited number of items.**

### 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.

### WORK SCHEDULE

The Contractor shall commence Work within **ten (10)** working days of receiving a Notice to Proceed from a Town. If the Contractor cannot 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.



## **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.

### **EMERGENCY CONTACTS**

The Contractor shall maintain a 24-hour, 7-day a week telephone service and a local facility to handle emergency requirements such as settled trenches, clogged drains, rain damage, work zone safety issues, etc. A list of personnel (minimum of two) and their telephone numbers shall be submitted to the Engineer, the Highway Superintendent (or his designee), the Public Works Director and to the local Police and Fire Departments. This requirement shall apply during the entire length of the Project. or Service for each Town where work is being completed. This list shall be submitted on the Contractor's letterhead and shall state that should an emergency arise during the implementation of this Project or Service, these people are to be contacted. The Contractor shall submit this letter to the Engineer prior to initiating construction. The Highway Superintendent for each Town or his designee has the right to determine whether or not an emergency exists and to require Contractor to promptly resolve the emergency at no cost to that Town. If Contractor can not respond in a timely manner as determined by the Highway Superintendent, the Town has the right to complete the necessary work and to bill Contractor for that work.

### **DIGSAFE**

The Contractor shall notify "Mass. DIG SAFE" and the Local Water Department or District and procure a DIG SAFE number of each location prior to disturbing ground in any way.

**"DIG-SAFE" Call Center: Telephone 1-888-344-7233**

SP-3

Commonwealth Electric has a policy regarding the location of electric utilities. Dig-Safe can no longer be relied upon to locate electric utilities that are "privately" owned. This can include electric cables located in Public ways that run from utility poles to buildings. It is therefore incumbent upon Contractor to ascertain if any electric cables are located in any area prior to excavation. This will be done at Contractor's expense.

The Contractor shall make his own investigation to assure that no damage to existing structures, drainage lines, traffic signal conduits, and other utilities will occur as a result of his operations

### **PROTECTION OF UTILITIES AND PROPERTY**

The Contractor, in constructing or installing facilities alongside or near sanitary sewers, storm drains, water or gas pipes, electric or telephone conduits, poles, sidewalks, walls, vaults or other structures shall, at his expense, sustain them securely in place, cooperating with the officers and agents of the various utility companies and municipal departments which control them, so that the services of these structures shall be maintained. The Contractor shall also be responsible for the repair or replacement, at his own expense, of any damage to such structures 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.

If, as the Work progresses, it is found that any of the utility structures are so placed as to render it impracticable, in the judgment of the Engineer, to do the Work called for under this Contract, the Contractor shall protect and maintain the services in such utilities and structures and the Engineer will, as soon thereafter as reasonable, cause the position of the utilities to be changed or take such other actions deemed suitable and proper.

If live service connections are to be interrupted by excavations of any kind, the Contractor shall not break the service until new services are provided. Abandoned services shall be plugged off or otherwise made secure.

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.

### **TRAFFIC CONTROL**

If requested by a Town, the Contractor shall negotiate a fair additional cost to 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. 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.

### **WORK DONE BY OTHERS**

Relocation and/or resetting to new grades of all private utilities, including utility poles, made necessary by the construction of this Project, will be accomplished by the respective utility companies.

### **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.

### **COMPACTION**

Compaction of filled areas under pavement (no matter what type of fill material) shall be completed in 6" lifts. Compaction of filled areas elsewhere (no matter what type of fill material) shall be completed in 12" lifts. Appropriate compaction equipment shall be used.

### **PROPERTY BOUNDS**

Any bounds or markers flagged by a Town and disturbed by the Contractor shall be replaced utilizing the services of a Registered Land Surveyor. The cost of replacing flagged bounds or markers disturbed by the Contractor's operations shall be at the Contractor's expense.

### **WEIGHING**

All materials requiring payment by weight shall be weighed at a certified scale prior to delivery and the weigh slips shall be delivered to and signed by a Town representative. Each Town may provide use of its scale and require gross weights and vehicle tare weights verified at time of delivery.

**ITEM 101.3****STREET SWEEPING****SQ. YARD**

The Work under this item shall consist of the preparation of areas to be paved by removing and drying any standing or puddled water and cleaning all dirt, dust and debris at the locations indicated on the plans or where directed by the Engineer.

Sweeping by means of mechanical and/or vacuum sweepers and all other preparation necessary of the areas and surfaces to be paved shall be included in the unit bid price for this item. In areas where it is impractical to use a mechanical or a vacuum sweeper, the contractor could use a power sweeper, broom, blower or any other method to remove any standing or puddled water and all dirt, dust and debris but only with the prior approval of the Engineer and the cost of this work shall be included in the unit bid price for this item.

All locations and methods must be prior approved by the Engineer and all debris removed shall become the property of the contractor and be disposed outside of the right-of-way subject to the regulations of state and local authorities governing the disposal of such materials, at no additional compensation.

The measured quantity 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 complete the Work.

**ITEM 120.1****UNCLASSIFIED EXCAVATION****CUBIC YARD**

The work under this item shall conform to the relevant provisions of Section 120 of the Standard Specifications. The work shall include providing all labor and equipment for the excavation, removal and satisfactory disposal of any material within the work zone as determined by the engineer and which is not covered under any other pay items in this contract.

**ITEM 129 BITUMINOUS CONCRETE EXCAVATION BY COLD PLANER  
SQUARE YARD**

The Work under this item shall conform to the relevant provisions of Section 120, Section 120.66 of the Standard Specifications and the following:

The work shall include the cold planing of existing bituminous concrete pavement surface to various depths to shape the pavement cross-section (crown or super elevation), to meet driveways, and/or to produce a uniform surface for the application of the pavement surfacing.

Pavement areas abutting utility structures and other areas which cannot be planed by the principal cold planing machine shall be excavated with smaller mechanical cold planing equipment designed for this purpose or by manual methods at no additional cost to any Town.

The machine shall be capable of being operated at speeds from 10 to 40 feet per minute and designed so that the operator can at all times observe the planing operation without leaving his

control area. Pneumatic rubber-tire mounted equipment shall be used only for trimming and edging operations.

The equipment furnished by the Contractor shall be maintained in good repair at all times.

No pavement cuttings shall remain on the project at the end of each work period. The pavement cuttings shall become the property of the Town and the Contractor shall be responsible to remove, haul, and deposit the pavement cuttings at no additional cost to a site as directed by the Town.

The measured quantity will be paid for at the Contract unit price per square yard, which price shall include all labor, materials, equipment, removal, hauling, and incidental costs required to complete the Work.

**ITEM 129.1      COLD PLANED (MILLED) PAVING JOINTS                      SQUARE YARD**

The work shall include the cold planing of existing bituminous concrete pavement surface to create key ways (paving joints) for the purpose of overlaying pavement. All work is to be performed no more than forty-eight (48) hours prior to the scheduled start of paving.

The machine shall be capable of milling to a depth of two (2) inches and a minimum width of twenty four (24) inches. The cutter head must be able to rotate 15 degrees to provide a beveled cut. All key ways shall be one (1) to two (2) inches in depth and twenty four (24) inches to forty eight (48) inches in width at the discretion of the Town. The Contractor is responsible milling and clean up of all excavated materials.

The equipment furnished by the Contractor shall be maintained in good repair at all times.

No pavement cuttings shall remain on the project at the end of each work period. The pavement cuttings shall become the property of the Town and the Contractor shall be responsible to remove, haul, and deposit the pavement cuttings at no additional cost to a site as directed by the Town.

The measured quantity will be paid for at the Contract unit price per square yard, which price shall include all labor, materials, equipment, removal, hauling, and incidental costs required to complete the Work.

**ITEM 220                      DRAINAGE STRUCTURE ADJUSTED                      EACH**

The work under this item shall conform to the relevant provisions of Sections 201 and 220 of the Standard Specifications and the following:

The Contractor shall maintain the drainage system in the project areas or drainage facilities

outside the project area affected by the work performed by the Contractor to provide continual drainage of the travelways and construction areas. All drainage castings required to be raised to accommodate the pavement overlays or sidewalk improvements shall be paid for under this item. Clay brick conforming to Subsection M4.05.2 of the Standard Specifications shall be used to make grade adjustments of drainage structure frames.

Any drainage castings damaged due to the Contractor's operations shall be replaced with similar North American made cast iron castings at no cost to the Town.

A structure adjusted more than once by the Contractor, due to his plan of operation, will be paid for only once regardless of how many adjustments are made to the structure.

**ITEM 220.2**                    **DRAINAGE STRUCTURE REBUILT**                    **VERTICAL FOOT**

The new masonry construction, backfilling around structures and other incidental work shall conform to the relevant provisions of the Standard Specifications and the following:

The work shall consist of rebuilding, removing, replacing and adjusting the masonry and castings of existing structures. When, in the judgment of the Engineer or as designated on the Plans as "rebuild existing drainage structure", the structure shall be rebuilt. The casting and deteriorated masonry shall be removed in a neat manner until a clean sound base is obtained upon which concrete blocks and clay bricks may be set to rebuild the structure.

**ITEM 358.1**    **GATE BOX ADJUSTED**    **EACH**

The work under this item shall conform to the relevant provisions of Sections 301 of the Standard Specifications and the following:

Concrete collars shall be included in the work for this item. Concrete shall be 4,000 PSI and construction shall meet the MassDOT Construction Standards dimensions for Water Service Boxes and relevant sections of Section 301.

The measured quantity will be paid for at the Contract unit price per each, which price shall include all labor, materials, equipment, sawcutting, excavating, hauling, disposing, and incidental costs required to complete the Work

The work shall also include the removal, repair and/or rebuilding of manhole floors and half-pipe inverts. Care must be taken in protecting new invert masonry from being washed away in active drain lines. Washed away masonry shall be replaced at no additional cost to Owner.

Method of measurement shall be measured by the average height in vertical feet and tenths of feet from the bottom row of rebuilt masonry to the bottom of casting.

The removal and resetting of original castings will be paid for under Item 220.

The cost of excavation, backfilling around structures and other incidental work shall be included in the unit price bid for this Item.

**Item No. 403.2: PAVEMENT RECLAMATION (Including FG&C)**

The Work under this item shall conform to the provisions of Section 170 & 403 of the Standard Specifications and the following:

Fine grading and compacting (FG&C) of the subgrade and protection of subsurface utilities shall be included in the work for this item. If requested by a Town, the Contractor shall negotiate a reasonable additional cost for related work (e.g., excavating and hauling away excess materials).

The measured quantity will be paid for at the Contract unit price per square yard, which price shall include all labor, materials, equipment, fine grading, compacting, and incidental costs required to complete the Work.

**Item No. 403.3: PAVEMENT RECLAMATION (Including FG&C and Calcium Chloride)**

The Work under this item shall conform to the provisions of Section 170 & 403 of the Standard Specifications and the following:

Fine grading and compacting (FG&C) of the subgrade, protection of subsurface utilities and adding and mixing liquid calcium chloride to the pulverized mass shall be included in the work for this item. If requested by a Town, the Contractor shall negotiate a reasonable additional cost for related work (e.g., excavating and hauling away excess materials).

The calcium chloride solution shall be provided by the manufacturer as a true solution and shall not be reconstituted from flake calcium chloride. The calcium shall meet the following material specifications (see ASTM Designation D98; AASHTO-M144):

Calcium Chloride	35% +/-1%
Alkali Chloride as NaCl	2% max.
Magnesium as MgCl	0.1%

Typical (Pounds per gallon)

Calcium Chloride	5.05
Sodium Chloride	0.2
Magnesium Chloride	0.004
Calcium Sulfate	0.004
Water	<u>6.002</u>
	11.26

The measured quantity will be paid for at the Contract unit price per square yard, which price shall include all labor, materials, equipment, fine grading, compacting, and incidental costs required to complete the Work.



**ITEM 460**                      **HOT MIX ASPHALT PAVEMENT, MACHINE PLACED**                      **TON**

The Work shall include the furnishing and placement of top course, binder course, and/or leveling course for new pavements and existing pavement overlays by self-powered mechanical pavers. Any Town may specify any job - mix formula from Section M3.11.00 of the Standard Specifications.

A tack coat of liquid bituminous material (RS-1 or equal) shall be furnished and applied to existing pavements at the rate of 0.10 gallon per square yard immediately prior to placement of pavement overlay and the cost shall be included in the unit price bid. The tack coat shall be machine applied and sprayed uniformly. Hand application will not be allowed.

When bituminous concrete berm (Cape Cod berm) is required, the Work shall also include the berm construction and the cost shall be included in the unit price bid.

If requested by the Town, Contractor shall provide and install MASSDOT approved temporary pavement markings at no additional cost to the Town.

The measured quantity will be paid for at the Contract unit price per ton, which price shall include all labor, materials, equipment, and incidental costs required to complete the Work. Contractor shall install Owner provided risers on gate valve boxes at no additional cost to the Town. Drainage and sewer casting adjustments are paid for under a separate item.

**ITEM 472.1**                      **HOT MIX ASPHALT PAVEMENT, HANDWORK**                      **TON**

The Work shall include the furnishing and placement of top course and binder course material by mechanical and hand methods for sidewalk resurfacing, berm, driveway, aprons, and other construction. Any Town may specify any job - mix formula from Section M3.11.00 of the Standard Specifications.

A tack coat of liquid bituminous material (RS-1 or equal) shall be applied to existing pavements at the rate of 0.10 gallon per square yard immediately prior to placement of pavement and the cost shall be included in the unit price bid.

The measured quantity will be paid for at the Contract unit price per ton, which price shall include all labor, materials, equipment, and incidental costs required to complete the Work. Contractor shall install Owner provided risers on gate valve boxes at no additional cost to the Town. Drainage and sewer casting adjustments are paid for under a separate item.

**ITEM 472.2**                      **PARTIAL DEPTH PAVEMENT PATCH**                      **SQUARE YARD**

The Work shall consist of the construction of partial depth pavement patches at various locations as directed by the Engineer. The Work shall include the following:

Partial depth pavement patch excavation shall consist of the removal and satisfactory disposal of all bound pavement materials, the removal of which is necessary for the proper completion of the work. The excavation will be made to a minimum depth of 1.5". Contractor shall make the excavation square or rectangular with faces straight and vertical. The Contractor may use any type of pavement saw-cutting or milling equipment that will not damage adjacent pavement. A jack-hammer and compressor will not be allowed for cutting the pavement surface.

The Contractor shall swab or paint the existing vertical faces of the pavement with an approved emulsified asphalt such that a uniform film of asphalt will remain when cured.

Hot Mix Asphalt Pavement shall be placed and properly compacted with a power roller. The surface shall not deviate more than 1/8" from a straight edge placed on the existing pavement.

The perimeter of the patch shall be painted with an emulsified asphalt or approved equal such that a 4" wide strip will be equally spaced on the new and existing pavement. The joint sealing material shall be dusted with stone screenings or stone dust such that no tracking or pick-up of the seal will occur.

Partial depth pavement patch will be measured for payment by the square yard complete in place. The measured quantity 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 complete the Work. Contractor shall install Owner provided risers on gate valve boxes at no additional cost to the Town. Drainage and sewer casting adjustments are paid for under a separate item.

**ITEM 482.3**                      **SAWING ASPHALT PAVEMENT**                      **LINEAR FOOT**

This item is for saw cutting of bituminous asphalt not included as incidental work for other payment items. All lines shall be neat and straight.

**ITEM 580**                      **CURB REMOVED AND RESET**                      **LINEAR FOOT**

Work under this item shall conform to the relevant provisions of Section 580 of the Standard Specifications and the following:

Mortar, concrete, asphalt, soil, and all debris and deleterious material shall be removed from the curbing prior to setting as part of this work item.

All curbing shall be set on a bed of dry compacted gravel base. The spaces between the curb and the walls of the trench (both front and back sides of the curb) shall be filled with 4,000 PSI concrete to the depth directed, and shall then have a 2-inch base of Hot Mix Asphalt placed upon it. This shall ensure proper adhesion of the overlays to the existing surface.

The measured quantity will be paid for at the Contract unit price per linear foot, which price shall include all labor, materials, equipment, compacting, and incidental costs required to complete the Work.

**ITEM 999A****TEST HOLE FOR UTILITY LOCATION****EACH**

The work under this item shall consist of providing labor and equipment necessary to perform a test hole through pavement or shoulder material to determine depth of utilities within the proposed work area.

When test holes are deemed necessary and approved by the Engineer, the contractor shall make as small a test hole as possible to obtain the necessary information on the utility line. After obtaining the information, the test pit shall be brought to proper grade with compacted dense graded stone or other approved material.

Test Holes will be measured by each hole made.

**Item Number 116 – GRANITE CURB TYPE VA-4 STRAIGHT**

Work under this item shall conform to the relevant provision of MA DOT Standard Specifications for Highways and Bridges M9.04 and Section 501

**Item No. 118 GRANITE CURB TYPE VA4 – STRAIGHT W/ DRIVEWAY TRANSITION CURB**

Work under these items shall conform to the relevant provision of Section 501 of the Standard Specifications and the following:

All curbing shall be set on a bed of dry compacted gravel base. The spaces between the curb and the walls of the trench (**both front and back sides of the curb**) shall be filled with 4,000 PSI concrete to the depth directed, and shall then have a 2-inch base of Hot Mix Asphalt placed upon it. This shall ensure proper adhesion of the overlays to the existing surface.

The Contractor shall be responsible for saw cutting the existing pavement edge as directed by the Town, for excavating the area needed for the curbing and concrete installation, and for hauling and disposing of the excavated material.

The Contractor shall be responsible for meeting all current Federal and State architectural accessibility requirements. This includes but is not limited to: slopes; grades; and construction materials.

If requested by a Town, the Contractor shall negotiate an additional cost per linear foot for transition and curved granite curbing.

The measured quantity for Items 115 and 116 will be paid for at the Contract unit price per linear foot, which price shall include all labor, materials, equipment, saw cutting, excavating, hauling, disposing, and incidental costs required to complete the Work. The measured quantity for Items 117 and 118 will be paid for at the Contract unit price per each 6 foot piece, which price shall include all labor, materials, equipment, saw cutting, excavating, hauling, disposing, and incidental costs required to complete the Work.

### **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 Forms (Complete pages BF-1 through BF-6 of this document and Attachment A) Certificate of Non-Collusion and Tax Compliance (BF-5) Use this form as the cover to your bid**