AGREEMENT BETWEEN

Barnstable County
3195 Main Street
Barnstable, MA 02630

and

Markings, Inc.
30 Riverside Drive
Pembroke, MA 02359

THIS AGREEMENT is made this 27th day of December 2019 by and between Markings, Inc. (hereinafter referred to as Contractor), and Ronald Bergstrom, Ronald Beaty 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: The County Commissioners issued an Invitation for Bids for Miscellaneous Public Works

WHEREAS: The bids were bid in compliance with MA General Law Chapter 30, 39M.

WHEREAS: The contractor is the responsive, responsible bidder offering the lowest price for the items highlighted on the attached spreadsheet

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

1. Employment of Contractor. The Vendor hereby agrees to perform the services hereinafter set forth in the Scope of Services. Contractor hereby agrees to hold the County and Towns 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 or Town, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.

2. Scope of Services. The Vendor shall provide the services provided in the Scope of Services hereby attached as Attachment A.

3. Time of Performance. April 1, 2019 through March 31, 2020, with the option to renew for one additional year.

4. Payment. The low prices submitted in their bid and as highlighted on the attached spreadsheet

5. Termination or Suspension of Contract for Cause. If through any sufficient cause, the Customer or the County 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. The County or Towns 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 County may, from time to time, require changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Customer costs, which are mutually agreed upon by the Town and the Customer, shall be incorporated in written amendments to this Contract.

8. Non-Discrimination in Employment and Affirmative Action. The Customer 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 Customer 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 248.

9. Subcontracting. None of the services to be provided to the Towns 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 Towns. No subcontract or delegation shall relieve or discharge the Customer 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 County shall have the right to obtain a copy of the subcontract upon request.

10. Interest of Members of Towns and Others. No officer, member or employee of the County, 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 Towns or County thereto; provided, however that claims for money due or to become due the Contractor from the Towns 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.

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 County 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 Towns 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 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 and 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 Towns are 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 or 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 or 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 or Towns must comply with the audit requirements outlined in the Office of Management and Budget 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 release Barnstable County 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 Nineteen.

FOR THE COUNTY:

BARNSTABLE COUNTY COMMISSIONERS:

Ronald Bergstrom
Mary Pat Flynn
Ronald Beaty

02/15/15
Date

FOR THE CONTRACTOR:

[Signature]

[Signature]

Date
SPECIAL PROVISIONS

SCOPE OF WORK

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


As noted on the Bid Form, steel price adjustments will be allowed for a limited number of items.

FOR ESTIMATED QUANTITIES SEE ATTACHMENT A

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 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 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.

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

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.

**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.

**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**

SP-4
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 100 CLORINATED RUBBER PAINT AND BEADS FOR 4" REFLCTORIZED LINES
ITEM 101 CHLORINATED RUBBER PAINT AND BEADS FOR STOP BARS & CROSSWALKS
ITEM 102 CHLORINATED RUBBER PAINT AND BEADS FOR ARROWS & MISCELLANEOUS MARKINGS

The Work shall include the furnishing and installing of alkyd traffic paint modified with chlorinated rubber and glass beads conforming to Section M7 of the Standard Specifications. The white or yellow reflectorized traffic paint shall comply with Section 860 of the Standard Specifications.

Low VOC Chlorinated Rubber Traffic Paint

The durable, fast drying, Alkyd modified with chlorinated rubber traffic paint shall conform to the current V.O.C. regulations and the following:

<table>
<thead>
<tr>
<th>Composition</th>
<th>White</th>
<th>Yellow (lead free)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vehicle % by wt.</td>
<td>40-43</td>
<td>40-43</td>
</tr>
<tr>
<td>Pigment % by wt.</td>
<td>57-80</td>
<td>57-60</td>
</tr>
<tr>
<td>Total Solids % by wt.</td>
<td>74 min</td>
<td>74 min</td>
</tr>
<tr>
<td>Total Solids % by vol.</td>
<td>50 min</td>
<td>50 min</td>
</tr>
<tr>
<td>V.O.C. grams/liter</td>
<td>150 max</td>
<td>150 max</td>
</tr>
<tr>
<td>Titanium dioxide rutile (type II)</td>
<td>1 lb/gal min</td>
<td>.3 lbs/gal min</td>
</tr>
<tr>
<td>Organic yellow pigment (lead free)</td>
<td>n/a</td>
<td>.25 lbs/gal min</td>
</tr>
<tr>
<td>Chlorinated rubber</td>
<td>.5 lbs/gal min</td>
<td>.5 lbs/gal min</td>
</tr>
</tbody>
</table>

**Detailed Requirements**

- Wt/Gal: 12.5 +/- .2
- Viscosity K.U.: 75-85
- Dry Time 15 mils wet film: 10 max
- @ 77 F Minutes: .96 min
- Dry Opacity @ 15 mils wet: 84 min
- Reflectance: 3 min
- Grind: 50 min
- CC Flash Point (F): (-4 F) min

The application rates shall be 1 gallon of paint and 5 pounds of beads per 320 linear feet of 4" wide line.

**Application Conditions**

Temperature: 50°F (10°C) minimum, 110°F (43°C) maximum (air, surface, and material) and at least 5°F (2.8°C) above dew point
Relative humidity: 85% maximum

**Equipment**

The Contractor shall supply 1 long line spray truck, manufactured with stainless steel components to properly apply alkyd traffic paint modified with chlorinated rubber, capable of applying solid lines in a sharp and true manner. The unit must have a minimum paint tank capacity of 400 gallons and a minimum bead truck capacity of 2,000 pounds. The long line spray truck must be capable of producing an acceptable 4" wide single or double line at the application rate of 5 pounds of beads and 320 lineal feet per one gallon of paint while traveling at a minimum of 7 miles per hour.

SP-6
The Contractor shall supply 1 cone truck (rack body with hydraulic tail gate) with 300 cones.

The above units shall include protective devices and warning signs for the painting operation. Each unit shall be radio controlled with a portable unit available for the Highway Division lead truck.

The Contractor shall supply 2 operating personnel for the spray truck and 3 cone setters/retriever personnel for the traffic cone setting truck.

The Contractor will place traffic cones on all freshly painted lines to reduce tracking.

**Contractor Responsibilities**

The Contractor shall complete the painting as indicated herein, subject to weather conditions, such as wet or extremely cold pavement. The Contractor shall have backup equipment available to him in the event of a breakdown.

The Contractor shall have a supervisor or foreman available to direct operations. The supervisor or foreman will report to the Highway Division Superintendent or his designee, any problem, as well as, give daily progress reports.

The Contractor must show by past performance that he is capable of performing a Contract of this magnitude.

**On new road surfaces, the Contractor shall pre-mark the centerlines and foglines, as needed, at no additional cost to the Town.**

**Measurement and Payment**

The measured quantity for 4" ReflectORIZED Line and 12" Stop Bars and Crosswalks will be paid at the Contract Unit Price per Linear Foot, which price shall include all labor, equipment, materials and incidental costs required to complete the Work. The measured quantity for Arrows and Miscellaneous Markings will be paid at the Contract Unit Price per Square Foot, which price shall include all labor, equipment, materials and incidental costs required to complete the Work.

**ITEM 103 THERMOPLASTIC PAINT FOR 4" REFLECTORIZED LINES**
**ITEM 104 THERMOPLASTIC PAINT FOR STOP BARS & CROSSWALKS**
**ITEM 105 THERMOPLASTIC PAINT FOR ARROWS & MISCELLANEOUS MARKINGS**

The Work under these items shall conform to the relevant provisions of Section 860 of the Standard Specifications and the following:

Material used and method of installation shall conform with the relevant provisions of Subsection M7, M7.01.03, M7.01.04, M7.01.18, and 860 of the Standard Specifications. All dimensions and spacing shall be as directed by the Engineer.

The Contractor shall install all pavement markings at locations as directed by the Engineer. **On new road surfaces, the Contractor shall pre-mark the centerlines and foglines, as needed, at no additional cost to the Town.**

**Measurement and Payment**
The measured quantity for 4" Reflectorized Line and 12" Stop Bars and Crosswalks will be paid at the Contract Unit Price per Linear Foot, which price shall include all labor, equipment, materials and incidental costs required to complete the Work. The measured quantity for Arrows and Miscellaneous Markings will be paid at the Contract Unit Price per Square Foot, which price shall include all labor, equipment, materials and incidental costs required to complete the Work.

**ITEM 106 EPOXY PAINT FOR 4" REFLECTORIZED LINES**

Work under these items cover white and yellow epoxy reflectorized pavement marking material that is sprayed onto the pavement. Immediately following this, a surface application of glass beads is applied. The work, materials, and methods of installation under these items shall conform to the relevant provisions of Sections 860 and subsection M7 of the Standard Specifications. and the following:

The epoxy marking material shall be two-component (Part A and Part B), 100% solids type system formulated and designed to provide a simple volumetric mixing ratio (e.g. two volumes of Part A to one volume of Part B).

Part A of both white and yellow shall conform to the following requirements:

Percent by weight:

- **WHITE Pigment** - 18 Minimum, Titanium Dioxide (ASTM D476, Type II) Epoxy Resin - 75 to 82

- **YELLOW Pigment** - 18 Minimum, Titanium Dioxide (ASTM D476, Type II) 5 Minimum, Organic Yellow, Epoxy Resin – 73 to 77

The entire pigment composition shall consist of either titanium dioxide or titanium dioxide and organic yellow. No extender pigments are permitted. Yellow pigment shall be lead-free.

The work of these items shall only be performed when atmospheric and surface temperatures are 40°F higher.

All dimensions and spacing shall be as directed by the Engineer.

The measured quantity for Epoxy Paint for 4" ReflectORIZED Lines will be paid at the Contract Unit Price per Linear Foot, which price shall include all labor, materials and incidental costs required to complete the work.

**ITEM 107 PAVEMENT MARKING REMOVAL**

The Work under this section shall conform to the relevant provisions of Section 850.67 of the Standard Specifications and the following. Existing pavement markings shall be removed to the fullest extent possible by an approved method. Pavement removal methods shall not cause damage to the pavement or cause drastic change in texture, which could be construed as delineation at night, and shall be approved by the Town. It is not permissible to paint over existing markings with black paint in lieu of removal. Approved methods include but are not limited to:

1. High pressure air.
2. High pressure water (cold weather use not permitted).
4. Mechanical devices such as grinders, sanders, scrapers, scarifiers, and wire brushes.

SP-8
Painting over a pavement marking by use of asphaltic liquids or paints will not be permitted. Conflicting pavement markings shall be removed before any change in the traffic pattern. Material deposited on the pavement as a result of removing markings shall be removed as the work progresses. Accumulations of sand or other material, which might interfere with drainage or could constitute a hazard to traffic, will not be permitted.

Any damage to the pavement or surfacing caused by pavement marking removal shall be satisfactorily repaired at no additional cost to the Town.

Where the removal operation is being performed near a lane occupied by traffic, a vacuum attachment operating concurrently with the removal operation must be in use. All residues shall be removed immediately from the surface being treated.

The measured quantity will be paid for at the Contract Unit Price per Square Foot which price shall include all labor, equipment, vacuuming, sweeping, hauling, disposing, and incidental costs required to complete the Work.

**ITEM 108 DRAINAGE PIPE CLEANING**

The Work under this item consists of the cleaning of existing drainage pipes. Work under this item shall be performed under the direction and to the satisfaction of the Highway Division Superintendent or his designee.

Drainage pipe cleaning will be paid for at the Contract Unit Price per Day (8 working hours exclusive of travel time) broken down as follows:

* Drainage pipe cleaning performed between 0 and 4 hours will be paid for at half the Contract Unit Price per Day.

* Drainage pipe cleaning performed for a period greater than 4 hours will be paid for at a proportion of the full Contract Unit Price per Day.

The Contract Unit Price per Day shall include all labor, equipment, transportation and incidental costs required to complete the Work. The Work under this item does not include the removal and legal disposal of hazardous material.

**ITEM 109 DRAINAGE STRUCTURE CLEANING BY CLAMSHELL (WITH DISPOSAL)**

The Work under this item consists of the cleaning of existing drainage structures. The Work also includes the complete removal and legal disposal of the debris. Work under this item shall be performed under the direction and to the satisfaction of the Highway Division Superintendent or his designee.

Drainage structures shall be cleaned along their entire circumference. Debris shall be substantially (95%) removed from the structure walls and bottoms. The proposed equipment shall be submitted for approval by the Town Engineer or his designee.

The contractor shall be responsible for stockpile area management including confinement of debris, erosion control, loading, and removal of the debris. The contractor shall provide documentation of proper disposal to the town as a condition of payment. The contractor shall be responsible for any testing costs required for legal disposal of the catch basin cleanings. It is the responsibility of the Contractor to contact each Town and
determine if a staging and stockpile area is available on town property or if the contractor will have to make alternative arrangements for a legal stockpile area.

The Contract Unit Price per Each shall include all labor, materials, equipment, transportation and incidental costs required to complete the Work. The Work under this item does not include the removal and legal disposal of hazardous material.

**ITEM 110 DRAINAGE STRUCTURE CLEANING BY CLAMSHELL (W/O DISPOSAL)**

The Work under this item consists of the cleaning of existing drainage structures. Work under this item shall be performed under the direction and to the satisfaction of the Highway Division Superintendent or his designee.

Drainage structures shall be cleaned along their entire circumference. Debris shall be substantially (95%) removed from the structure walls and bottoms. The proposed equipment shall be submitted for approval by the Town Engineer or his designee.

The town shall provide the contractor an area to dump the catch basin cleanings. The town will manage the stockpile area and legally dispose of the debris.

The Contract Unit Price per Each shall include all labor, materials, equipment, transportation and incidental costs required to complete the Work. The Work under this item does not include the removal and legal disposal of hazardous material.

**ITEM 111 DRAINAGE STRUCTURE CLEANING BY VACUUM TRUCK (WITH DISPOSAL)**

The Work under this item consists of the cleaning of existing drainage structures. The Work also includes the complete removal and legal disposal of the debris. Work under this item shall be performed under the direction and to the satisfaction of the Highway Division Superintendent or his designee.

Drainage structures shall be cleaned along their entire circumference. Debris shall be substantially (95%) removed from the structure walls and bottoms. The proposed equipment shall be submitted for approval by the Highway Division Superintendent.

The contractor shall be responsible for stockpile area management including confinement of debris, erosion control, loading, and removal of the debris. The contractor shall provide documentation of proper disposal to the town as a condition of payment. The contractor shall be responsible for any testing costs required for legal disposal of the catch basin cleanings. It is the responsibility of the Contractor to contact each Town and determine if a staging and stockpile area is available on town property or if the contractor will have to make alternative arrangements for a legal stockpile area.

The Contract Unit Price per Each shall include all labor, materials, equipment, transportation and incidental costs required to complete the Work. The Work under this item does not include the removal and legal disposal of hazardous material.

**ITEM 112 DRAINAGE STRUCTURE CLEANING BY VACUUM TRUCK (W/O DISPOSAL)**

The Work under this item consists of the cleaning of existing drainage structures. The Work also includes the complete removal and legal disposal of the debris. Work under this item shall be performed under the direction and to the satisfaction of the Highway Division Superintendent or his designee.
Drainage structures shall be cleaned along their entire circumference. Debris shall be substantially (95%) removed from the structure walls and bottoms. The proposed equipment shall be submitted for approval by the Highway Division Superintendent.

The town shall provide the contractor an area to dump the catch basin cleanings. The town will manage the stockpile area and legally dispose of the debris.

The Contract Unit Price per Each shall include all labor, materials, equipment, transportation and incidental costs required to complete the Work. The Work under this item does not include the removal and legal disposal of hazardous material.

**ITEM 113 DRAINAGE STRUCTURE ADJUSTED**

The Work under this item shall consist of the adjustment of utility castings for overlays and minor reconstruction where said adjustment is no greater than 6 inches (rise or fall) from existing line and grade and shall conform to the relevant provisions of Sections 201, 202, and 220 of the Standard Specifications and the following:

The Contractor shall maintain the drainage (or sewer) 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 (or sewer) castings required to be raised to accommodate pavement overlays shall be paid for under this item.

When in the judgment of the Engineer, the masonry below the casting shows deterioration and directs the contractor to remodel, the pay item shall be by the vertical foot and the cost per vertical foot as measured from the bottom of the existing casting, shall be paid as described in Item 108 Drainage Structure Rebuilt.

Clay brick conforming to Subsection M4.05.2 of the Standard Specifications shall be used to make grade adjustments of structure frames.

Any castings damaged due to the Contractor's operations shall be replaced with similar H-20 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.

The Contract Unit Price per Each shall include all labor, materials, equipment, transportation and incidental costs required to complete the Work. No separate payment will be made for the maintenance of the existing drainage (or sewer) system, but all costs in connection therewith shall be included in the unit prices bid for the various Contract items.

**ITEM 114 DRAINAGE STRUCTURE REBUILT**

This item applies to the complete rebuilding of an existing structure and includes new masonry construction, backfilling around structures and other incidental work and shall conform to the relevant provisions of Sections 201 and 220 of the Standard Specifications and the following:

The Work shall consist of rebuilding, removing, replacing and adjusting the masonry units and adjusting the castings of existing structures. The casting and deteriorated masonry shall be removed in a neat manner
THIS PAGE IS TO BE USED AS THE COVER OF 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: Markings Inc.

Address: 30 Riverside Dr.
Pembroke, MA 02359

Signature of Individual Signing

Bid, or Corporate Officer: [Signature]

Telephone Number: 781-826-5174

Social Security Number
Or Federal Identification Number: 04 2424 854

Date: 1-21-19

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, 38M.
ATTACHMENT A
MISCELLANEOUS PUBLIC WORKS
BID FORM AND ESTIMATED BID QUANTITIES

Each Town has provided 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. The estimated amounts are also a total aggregate which the town intends to use during the contract period and the bidder should familiarize themselves with the minimum job quantities defined in the individual specifications for each item.

**BID FORM**

**BID IDENTIFICATION:** MISCELLANEOUS PUBLIC WORKS FOR HIGHWAYS
(UNIT PRICE WORK)

**THIS BID IS SUBMITTED TO:**
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, 2019 to March 31, 2020**, with the option to renew for one additional one year period 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: Markings Inc.
   Address: 30 Riverside Dr, Pembroke, MA 02359
   Telephone No.: 781-826-5171
   Fax No.: 781-826-1121
   E-mail Address: monique@markingsinc.com
   Bidder's Contact Person: Monique 30028

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. It is the intent to award a contract to the two (2) lowest, qualified, responsible, and responsive bidders for Bid Items 115 to 122.

9. 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.

10. 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.

### ATTACHMENT A

**MISCELLANEOUS PUBLIC WORKS BID**

**BID FORM AND ESTIMATED QUANTITIES**

<table>
<thead>
<tr>
<th>Item 100</th>
<th>Estimated Quantity</th>
<th>Chlorinated Rubber Paint and Beads for 4&quot; Reflectorized Lines</th>
<th>Per LF</th>
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## ATTACHMENT A
### MISCELLANEOUS PUBLIC WORKS BID
### BID FORM AND ESTIMATED QUANTITIES

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<th>Item</th>
<th>Estimated Quantity</th>
<th>Thermoplastic Paint for 4&quot; Reflectorized Lines</th>
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### MISCELLANEOUS PUBLIC WORKS BID
#### BID FORM AND ESTIMATED QUANTITIES

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<td>Yarmouth</td>
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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 NEGLIGENTLY 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
Burgin, Piatner and Company LLC
14 Franklin St.
Quincy MA 02169

CONTACT NAME: Janet Sweeney, CIC, CPCU
PHONE: (617) 691-2626
FAX: (617) 472-7246
EMAIL: js2@bchins.com

INSURER(S) AFFORDING COVERAGE
INSURER A: Travelers Indemnity of CT
INSURER B: Charter Oak Fire
INSURER C: Travelers Property Casualty
INSURER D: American Zurich Insurance Company

MAIC #
25682 25615 36161 40142

COVERAGES CERTIFICATE NUMBER: 2018-2019 Master

COVERS COVERAGE

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<td>CO-186M0412</td>
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<td>DAMAGE TO RENTED PREMISES (Ex occurrence): $300,000</td>
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<td>MED EXP (Any one person): $5,000</td>
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<td>PERSONAL &amp; ADV INJURY: $1,000,000</td>
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<td>GENERAL AGGREGATE: $2,000,000</td>
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<td>PRODUCTS - COMPCIP AGG: $2,000,000</td>
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<td>B</td>
<td>AUTOMOBILE LIABILITY</td>
<td></td>
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<td>11/01/2018</td>
<td>11/01/2019</td>
<td>COMBINED SINGLE LIMIT (Ex aggregate): $1,000,000</td>
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<td>Y Y</td>
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<td>810-403M6910</td>
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<td>BODY INJURY (Per person): $</td>
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<td>PROPERTY DAMAGE (Per accident): $</td>
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<tr>
<td>C</td>
<td>UMBRELLA LIABILITY</td>
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<td>11/01/2018</td>
<td>11/01/2019</td>
<td>EACH OCCURRENCE: $5,000,000</td>
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<td>Y Y</td>
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<td>CUP-0K513134</td>
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<td>AGGREGATE: $5,000,000</td>
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<tr>
<td>D</td>
<td>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</td>
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<td>11/01/2018</td>
<td>11/01/2019</td>
<td>E.L. EACH OCCIDENT: $1,000,000</td>
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<td>6ZZUB-8H20880-2-18</td>
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<td>E.L. DISEASE - EA EMPLOYEE: $1,000,000</td>
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<td>E.L. DISEASE - POLICY LIMIT: $1,000,000</td>
</tr>
</tbody>
</table>

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

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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