MEMORANDUM

TO: County Commissioners

FROM: Jennifer Frates, Chief Procurement Officer

RE: Contract Renewal - #7867 Drainage Structures & Hot Mix

Barnstable County issued Invitation for Bid #7867 for Drainage Structures & Hot Mix for towns in Barnstable County for the period of April 1, 2019 through March 31, 2020, with the option to renew for one additional year. The bid was awarded at your meeting on April 10, 2019 to the following vendors as the responsive, responsible bidders offering the lowest prices for each town:

- Aggregate Industries
- Acme Shorey

At the request of the towns participating in the bid, please vote to renew the contracts with these vendors for one additional year as per the terms of the original bid. The term of the renewal is April 1, 2020 through March 31, 2021.

Thank you.
COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

At a regular meeting of the Barnstable County Board of Regional Commissioners on the first day of April, A.D. 2020, held through remote participation pursuant to Massachusetts Governor Charles D. Baker’s Order Suspending Certain Provisions of the Open Meeting Law on March 12, 2020, motion by Commissioner Beaty to authorize the renewal of contracts with Aggregate Industries Northeast, and Acme Shorey Precast Concrete Products, awarded April 10, 2019, for Drainage Structures and Hot Mix for towns in Barnstable County, for a period from April 1, 2020 through March 31, 2021

Ronald Bergstrom, Chair: Y
Mary Pat Flynn, Vice-Chair: Y
Ronald R. Beaty, Commissioner: Y

A true copy, attest, April 1, 2020

[Signature]
Barnstable County Regional Clerk
AGREEMENT BETWEEN

Barnstable County
3195 Main Street
Barnstable, MA 02630

and

Acme Shorey Precast Concrete Products
PO Box 347
No. Falmouth, MA 02556

THIS AGREEMENT is made this 3rd day of MAY 2019 by and between Acme Shorey Precast Concrete Products (hereinafter referred to as Contractor), and Mary Pat Flynn, Ron Beaty and Ron Bergstrom 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 issued an Invitation for Bids for Drainage Structures and Hot Mix Items for Towns in Barnstable County

WHEREAS: The Invitation for Bids was issued in compliance with MA General Law Chapter 149

WHEREAS: The vendor is the responsive, responsible bidder offering the lowest prices for drainage structures as highlighted on the attached spreadsheet incorporated herein as Appendix A.

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 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 contractor shall perform the scope of services set forth in the Barnstable County Invitation for Bids dated February 20, 2019 and the Contractor’s bid dated March 21, 2019 incorporated herein as Appendix B.

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

4. Payment. The Towns shall compensate the Contractor for services provided low bids prices submitted in their bid and as highlighted on the attached spreadsheet.

Upon acceptance of the Contractor’s invoice, payment will be made within thirty (30) days. If an invoice is not accepted by the Town within fifteen (15) days, it shall be returned to the Contractor with a written explanation for the rejection. At the end of each Town fiscal year Contractor must submit any outstanding invoices for services performed or delivered during the fiscal year (July 1-June 30) to the Town no later than July 31st of the year when the resources were prepared.

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

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

7. Changes. The Town may, from time to time, require changes in the Scope of 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.

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 1518§(1); the
Americans with Disabilities Act of 1990; and all relevant administrative orders and executive orders
including Executive Order 246.

9. Subcontracting. None of the services to be provided 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 Towns shall have the right to obtain a copy of the subcontract upon request.

10. Interest of Members of County and Others. No officer, member or employee of the Town or
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 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 Towns.

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

14. Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Contract which the Town 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 Towns shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials prepared under this Contract.

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

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

18. Choice of Law. This Contract shall be construed under and governed by the laws of the Commonwealth of Massachusetts. The Contractor and the agents thereof, agree to bring any federal or state legal proceedings arising under this Contract, in which the County or 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 OMB Circular A-133.

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

22. Waiver of Liability. The Contractor and the Town 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".

23. Vendors shall submit invoices within 60 days of completing the work.

24. Vendors must submit Certified Payroll Statements prior to being paid for work.

IN WITNESS WHEREOF, the County and Contractor have executed this Agreement this 19th day of June in the year Two Thousand and Nineteen.

FOR THE COUNTY:

BARNSTABLE COUNTY COMMISSIONERS:

Ron Bergstrom
Mary Pat Flynn
Ron Beaty

Date 06/19/19

Date

FOR THE CONTRACTOR:

Date

Date 05/13/19
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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’ evaluations as hereinafter provided) makes an award.

The term "Owner" may mean the Towns of Barnstable, Bourne, Brewster, Chatham, Dennis, Eastham, Falmouth, Harwich, Mashpee, Orleans, Provincetown, Sandwich, Truro, Wellfleet and/or 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.

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

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

5. **Bid Security.**

5.1 Bid Security shall be made payable to the County, in an amount of five percent (5%) of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond. Only bonds from companies licensed to do business in the Commonwealth of Massachusetts shall be accepted and the bond shall so state.

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) and Insurance Binders, whereupon 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, 2019 and terminates March 31, 2020, or when the Contract amount has been expended, whichever occurs first. If the bids are extended for 1 year, then the new Contract period for all Towns will be from April 1, 2020 to March 31, 2021. The County reserves the right to extend the Contract under the same terms, conditions, and estimated quantities for a maximum period of one (1) year from date of expiration. If the County chooses to extend a contract, then the County will forward a written notice to the Contractor. If the Contractor refuses to extend the contract for the additional year (if selected by the County), then that Contractor will be considered in breach of contract and will not be allowed to bid on similar contracts for one (1) year.

7. **Substitute Material and Equipment.**

The Contract, if awarded, will be on the basis of material and equipment described/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. **Bid Form.**

8.1 All Bids must be submitted on the Bid forms bound herein; additional copies may be obtained from the County.
8.2 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.

8.3 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 be shown below the signature.

8.4 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.

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

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

8.7 The address to which communications regarding the Bid are to be directed must be shown.


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.

10. Modification and Withdrawal of Bids.

10.1 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.

10.2 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.

11. 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.

12. 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.
13. Award of Contract.

13.1 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.

13.2 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.

13.3 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.

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

13.5 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 or Services.

13.6 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.

14. 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.

15. 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.

16. Other.

16.1 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.

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

GENERAL

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/or Yarmouth through an Agreement with the County of Barnstable.

All Work done under this Contract shall be in conformance with the 1988 Massachusetts Highway Department (MDOT) 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.

NO FUEL PRICE ADJUSTMENT WILL BE ALLOWED FOR ANY OF THE CONTRACT BID ITEMS CONTAINED HEREIN. As noted on the Bid Form, a liquid asphalt price adjustment will be allowed for the Hot Mix Asphalt (Loaded on Town Trucks) ONLY. No other bid items will be allowed price adjustments.

The Special Provisions shall take precedence over the General Requirements of the Standard Specifications.

The vendor shall furnish manufacturer's certification that the materials conform to the specifications. All material shall be delivered to and off loaded at each Town's Highway Division yard or to a mutually agreeable site, except Hot Mix Asphalt which shall be loaded on Town trucks at the plant. All costs of transportation shall be included in the prices bid. If, at any time, the materials delivered are found to be sub-standard, the vendor shall be responsible for removing the offending material at their cost, within ten (10) working days after receiving notification from the Town.

All deliveries shall be made during each Town's normal business hours, Monday through Friday (except legal holidays), and in the presence of an authorized Town employee or agent.

Delivery shall be immediate unless the item is out of stock or not normally stocked, then the vendor shall notify the Town and shall make delivery within ten (10) days.

If at any time the vendor is unable to furnish materials or services as ordered by a Town:

- The vendor shall be obligated to obtain delivery from another supplier and will in turn invoice the Town at the price specified in the Contract, or
- The Town may order such materials or services from such places as are available, and the vendor shall reimburse the Town for all expenses incurred above the Contract price.

If services of the vendor are subsequently deemed to be unsatisfactory to any Town and/or are in violation of these specifications, a Town shall notify the said vendor in writing. If mutually agreeable arrangements cannot be achieved between the Town and the vendor, the terms of the Contract for that Town will be terminated. Notice of termination will be in writing and notification will be sent by registered or certified mail. Termination will become effective three (3) days after mailing said notification. Termination of a Contract by any Town shall not invalidate or alter the terms of a similar Contract with any other Town.

The vendor receiving an award shall, at no expense to any Town, adhere to Massachusetts General Law Chapter 111F - "Right to Know Law" as it shall apply to the items contained in the award notice.

SP-1
MSDS labels and data are required where applicable.

**ESTIMATED QUANTITIES BY TOWN**

Each Town has provided the estimated quantities for each bid item that it is presently planning to use which can be found in the bid form. Because of unanticipated funding levels and bid results, these estimated quantities are for bid purposes only and can not be guaranteed. It there is no quantity provided for an item, then that specific Town does not intend to use that item.

**UNIT PRICE WORK**

Initially, the Contract Price will be deemed to include for all 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 Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classification of Unit Price Work performed by CONTRACTOR will be made by each Town.

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. The prices bid shall, without exception, include all royalties and other costs arising from patents, trademarks, and copyrights in any way involved in the materials to be supplied.

When the accepted quantity of Work varies from the estimated quantity, the CONTRACTOR shall accept as payment in full, so far as each contract item is concerned, payment at the original Contract unit price for the accepted quantity 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 quantity.

Each Town does not guarantee any minimum quantity of Unit Price Work. The CONTRACTOR may contact each Town to obtain information regarding quantities used in previous years, if he so chooses. However, each Town will not guarantee that an equal or greater quantity of Unit Price Work will be requested. Each Town reserves the right to purchase quantities of Contract materials from other sources for emergency or other reasons.

The vendor shall submit separate invoices accompanied by signed delivery slips to each using division/department of each Town.

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.

**TAXES**

State taxes will be excluded from all General and Sub-bids. The Towns shall provide their exemption certificate number 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.
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.

MISCELLANEOUS

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.

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.

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.

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.

INTEREST

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

ITEM 200 HOT MIX ASPHALT (LOADED ON TOWN TRUCKS)

Bituminous Concrete (Hot Mix Asphalt) shall be manufactured in conformance with the material, composition, mixing, testing and plant requirements of Standard Specification Section M3. Top course mix, binder course mix and dense mix shall be furnished, as required, and loaded on Town trucks.

ITEM 208 4"x4" PRECAST LEACH GALLEY
ITEM 209 1,000 GALLON PRECAST CATCH BASIN
ITEM 210 1,000 GALLON PRECAST LEACH PIT
ITEM 211 4' DIAMETER PRECAST CATCH BASIN W/OFFSET TOP

All precast structures shall be capable of withstanding H-20 loading with a minimum concrete strength of 4,000 psi @ 28 days. Steel reinforcement shall be Grade 60 meeting ASTM-A-615 requirements.

The 1,000 Gallon Precast Solid Catch Basin shall have a solid bottom or include a 6' diameter Basin Pad meeting the same requirements as the structures. The cost of the Base Pad shall be included with the cost of the structure.

The 4' Diameter Precast Catch Basin w/Offset Top shall have separate top with an offset opening. The structure shall have a 4 foot deep sump below the outlet pipe.
The Town shall specify the hole diameter and hole location(s) at the time of order.

The manufacturer shall deliver the structure to the Town DPW or at the installation location as specified by the Town.

Payment for the precast drainage structures shall be by the Contract Unit Price per Each delivered.
PLEASE USE THIS AS THE COVER SHEET FOR 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: Acme Shorey Precast Concrete Products

Address: PO Box 347

No. Falmouth, MA 02556

Signature of Individual Signing
Bid, or Corporate Officer: John O'T, President

Telephone Number: 308-548-9607

Social Security Number
Or Federal Identification Number: 042542132

Date: March 21, 2019

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.
HOT MIX ASPHALT AND DRAINAGE STRUCTURES
BID FORM AND ESTIMATED QUANTITIES BY TOWN

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 IDENTIFICATION: ROAD CONSTRUCTION HOT MIX ASPHALT AND DRAINAGE STRUCTURES
(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, 2019 to March 31, 2020, with an option to renew for one additional year 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 ________________
   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.

BF-1
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: Acme Shorey Precast Concrete Products
   Address: P.O. Box 374 No. Farmington MA 02356
   Telephone No.: 508-548-9601
   Fax No.: 508-548-1664
   E-mail Address: bblackledge@acmeshorey.com
   Bidder's Contact Person: Bruce Blackledge

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

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

   SUBMITTED on March 21, 2019.

   An Individual

   By ________________________________ (SEAL)

   (Individual's Name and Signature)

   doing business as _______________________________________

   Business address: _______________________________________

   _______________________________________

   Phone No.: _______________________________________

BF-2
A Partnership

By ___________________________ (Firm Name)

(SEAL)

(General Partner Name and Signature)

Business address: __________________________________________

__________________________________________________________

Phone No.: ________________________________________________

A Corporation

By Acme Shorey Precast Concrete Products (Corporation Name)

(Massachusetts) (State of Incorporation)

By John D. Orr, President (Name of person authorized to sign and Signature)

(Corporate Seal)

Attest ___________________________ (Secretary)

Business address: PO Box 314

North Falmouth MA 02556

Phone No.: 508-548-9607
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.)
BID FORM AND ESTIMATED QUANTITIES
HOT MIX ASPHALT AND DRAINAGE STRUCTURES
(UNIT PRICE WORK)

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

Price Adjustments: The Massachusetts Department of Transportation (MassDOT) method for calculating price adjustments due to cost fluctuations in liquid asphalt, Portland cement, diesel fuel, gasoline, and structural steel shall apply to this bid. The Liquid Asphalt adjustment shall apply to Hot Mix Asphalt (Loaded on Town Trucks) on orders greater than 100 tons where the adjustment results in a change in the Unit Price of 5% or more. No other adjustments will be made to the remaining bid items.

The Liquid Asphalt price adjustment shall be based on the difference between the price at the time of the bid (base bid price) and the price on the date of paving. The Liquid Asphalt base bid price shall be the price posted on the MassDOT Website for the month of December, 2018.

Tied Bids: In the case of tied bids, the County tied bid policy will be used to determine the awarded bidder.
**A cost by each Town to account for Town costs to pick up this material shall be added to the above unit costs to obtain a total cost for each Town.**

<table>
<thead>
<tr>
<th>Town</th>
<th>Unit Price in Words</th>
<th>In Numerals</th>
<th>Mileage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Barnstable</td>
<td>750</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Brewster</td>
<td>500</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chatham</td>
<td>100</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dennis</td>
<td>500</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Harwich</td>
<td>100</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Orleans</td>
<td>100</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sandwich</td>
<td>700</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Yarmouth</td>
<td>500</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**ITEM NO. 208**

<table>
<thead>
<tr>
<th>Town</th>
<th>4' X 4' PRECAST LEACH GALLEY</th>
<th>PER EACH</th>
</tr>
</thead>
<tbody>
<tr>
<td>Barnstable</td>
<td>Two Hundred Seventy Nine Dollars</td>
<td>$ 279.00</td>
</tr>
<tr>
<td>Brewster</td>
<td>Two Hundred Seventy Nine Dollars</td>
<td>$ 279.00</td>
</tr>
<tr>
<td>Chatham</td>
<td>Two Hundred Seventy Nine Dollars</td>
<td>$ 279.00</td>
</tr>
<tr>
<td>Dennis</td>
<td>Two Hundred Seventy Nine Dollars</td>
<td>$ 279.00</td>
</tr>
<tr>
<td>Sandwich</td>
<td>Two Hundred Seventy Nine Dollars</td>
<td>$ 279.00</td>
</tr>
<tr>
<td>Yarmouth</td>
<td>Two Hundred Seventy Nine Dollars</td>
<td>$ 279.00</td>
</tr>
</tbody>
</table>

**ITEM NO. 209**

<table>
<thead>
<tr>
<th>Town</th>
<th>1000 GALLON PRECAST CATCH BASIN</th>
<th>PER EACH</th>
</tr>
</thead>
<tbody>
<tr>
<td>Barnstable</td>
<td>Eight Hundred Seventy Five Dollars</td>
<td>$ 875.00</td>
</tr>
<tr>
<td>Brewster</td>
<td>Eight Hundred Seventy Five Dollars</td>
<td>$ 875.00</td>
</tr>
<tr>
<td>Chatham</td>
<td>Eight Hundred Seventy Five Dollars</td>
<td>$ 875.00</td>
</tr>
<tr>
<td>Dennis</td>
<td>Eight Hundred Seventy Five Dollars</td>
<td>$ 875.00</td>
</tr>
<tr>
<td>Sandwich</td>
<td>Eight Hundred Seventy Five Dollars</td>
<td>$ 875.00</td>
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</table>

**ITEM NO. 210**

<table>
<thead>
<tr>
<th>Town</th>
<th>1000 GALLON PRECAST LEACH PIT</th>
<th>PER EACH</th>
</tr>
</thead>
<tbody>
<tr>
<td>Barnstable</td>
<td>Six Hundred Forty Seven Dollars</td>
<td>$ 647.00</td>
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<tr>
<td>Brewster</td>
<td>Six Hundred Forty Seven Dollars</td>
<td>$ 647.00</td>
</tr>
<tr>
<td>Chatham</td>
<td>Six Hundred Forty Seven Dollars</td>
<td>$ 647.00</td>
</tr>
<tr>
<td>Dennis</td>
<td>Six Hundred Forty Seven Dollars</td>
<td>$ 647.00</td>
</tr>
<tr>
<td>Sandwich</td>
<td>Six Hundred Forty Seven Dollars</td>
<td>$ 647.00</td>
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<tr>
<td>ITEM NO. 211</td>
<td>ESTIMATED QUANTITY</td>
<td>4&quot; DIAMETER PRESET CATCH BASIN W/OFFSET TOP</td>
</tr>
<tr>
<td>-------------</td>
<td>-------------------</td>
<td>------------------------------------------</td>
</tr>
<tr>
<td>Town</td>
<td></td>
<td>Unit Price in Words</td>
</tr>
<tr>
<td>Barnstable</td>
<td>10</td>
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<tr>
<td>Brewster</td>
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<td>Chatham</td>
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<tr>
<td>Sandwich</td>
<td>2</td>
<td>Four Hundred Seventy-Five Dollars</td>
</tr>
<tr>
<td>Yarmouth</td>
<td>5</td>
<td>Four Hundred Seventy-Five Dollars</td>
</tr>
</tbody>
</table>
**CERTIFICATE OF LIABILITY INSURANCE**

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

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

**PRODUCER**

License # 1780862
HUB International New England
222 Milliken Boulevard
Fall River, MA 02721

**CONTACT**

Catherine Lawrence
PHONE: (508) 235-2207
EMAIL: catherine.lawrence@hubinternational.com

**INSURED**

Acme Shorey Precast Co. Inc.
PO Box 1539
Harwich, MA 02645

**INSURERS AFFORDING COVERAGE**

<table>
<thead>
<tr>
<th>NAIC #</th>
<th>INSURER</th>
</tr>
</thead>
<tbody>
<tr>
<td>31325</td>
<td>Acadia Insurance Company</td>
</tr>
<tr>
<td>21784</td>
<td>Firemen's Insurance Company of Washington, D.C.</td>
</tr>
<tr>
<td>42307</td>
<td>Navigators Insurance Company</td>
</tr>
<tr>
<td>10804</td>
<td>Continental Western Insurance Company</td>
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<tr>
<td>26247</td>
<td>American Guarantee &amp; Liability Insurance Company</td>
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**COVERAGES**

<table>
<thead>
<tr>
<th>INSR LTR</th>
<th>TYPE OF INSURANCE</th>
<th>AD&amp;D SUBBE</th>
<th>INSD</th>
<th>VWD</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF</th>
<th>POLICY EXP</th>
<th>LIMITS</th>
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</thead>
<tbody>
<tr>
<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>CLAIMS-MADE</td>
<td>X</td>
<td>OCCUR</td>
<td>CPA1301428-28</td>
<td>12/1/2018</td>
<td>12/1/2019</td>
<td>EACH OCCURRENCE $1,000,000; DAMAGE TO RENTED PREMISES (Ea occurrence) $250,000; MED EXP (Any one person) $5,000; PERSONAL &amp; ADV INJURY $1,000,000; GENERAL AGGREGATE $2,000,000; PRODUCTS - COMP/OP AGG $2,000,000</td>
</tr>
<tr>
<td>B</td>
<td>AUTOMOBILE LIABILITY</td>
<td>ANY AUTO</td>
<td>N/A</td>
<td>N/A</td>
<td>MAA1301425-27</td>
<td>12/1/2018</td>
<td>12/1/2019</td>
<td>COMBINED SINGLE LIMIT (Ea accident) $1,000,000; BODILY INJURY (Per person) $500,000; Property DAMAGE (Per accident) $500,000</td>
</tr>
<tr>
<td>C</td>
<td>UMBRELLA LIABILITY</td>
<td>OCCUR</td>
<td>CLAIMS-MADE</td>
<td>CH18EXC888710IV</td>
<td>12/1/2018</td>
<td>12/1/2019</td>
<td>EACH OCCURRENCE $10,000,000; AGGREGATE $10,000,000</td>
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<tr>
<td>D</td>
<td>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</td>
<td>ANY PROPRIETOR/OWNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?</td>
<td>Y / N</td>
<td>N / A</td>
<td>WPA0316767-19</td>
<td>1/1/2019</td>
<td>1/1/2020</td>
<td>E.L. EACH ACCIDENT $500,000; E.L. DISEASE - EA EMPLOYEE $500,000; E.L. DISEASE - POLICY LIMIT $500,000</td>
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<td>A</td>
<td>Equipment Floater</td>
<td>N/A</td>
<td>N/A</td>
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<td>CIM5182149-14</td>
<td>12/1/2018</td>
<td>12/1/2019</td>
<td>leased/rented excess limits $500,000</td>
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<td>E</td>
<td>Excess Umbrella</td>
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<td>AEC4301026-00</td>
<td>12/1/2018</td>
<td>12/1/2019</td>
<td>exceeding limits $6,000,000</td>
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</tbody>
</table>

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES**

For information only.

**CERTIFICATE HOLDER CANCELLATION**

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

Authorized Representative
### ADDITIONAL REMARKS

**AGENCY**
HUB International New England

**LICENSE #**
1780862

**POLICY NUMBER**
SEE PAGE 1

**CARRIER**
SEE PAGE 1

**NAIC CODE**
SEE P 1

**NAMED INSURED**
Acme Shorey Precast Co. Inc.
PO Box 1535
Harwich, MA 02645

---

**EFFECTIVE DATE:** SEE PAGE 1

---

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

**FORM NUMBER:** ACORD 25  **FORM TITLE:** Certificate of Liability Insurance

---

**Additional Policies**

**Contractors Pollution**
Carrier: Illinois Union NAIC #33667
Policy # CPYG2741667601 Term: 12/01/2017-12/01/2019
$1,000,000 Each Occ/$2,000,000 Aggregate

**Motor Truck Cargo**
Acadia Insurance Co
Policy # CIM5182149 term: 12/01/2018-12/01/2019
Limit $500,000 Per Conveyance

**Professional Liability**
Ironshore Specialty Insurance Co
Policy # 002419003 term: 6/04/2018-6/04/2019
$2,000,000 Each Claim/$2,000,000 Aggregate

**Installation Floater**
Acadia Insurance Co
Policy # CIM5182149 term: 12/01/2018-12/01/2019
Limit $300,000 Per Jobsite
Deductible $5,000
MEMORANDUM

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

Barnstable County issued Invitation for Bids for Drainage Structures and Hot Mix for Towns in Barnstable County. Three (3) bidders responded. Please award the bids to the responsive, responsible bidders offering the lowest prices per town as the prices highlighted on the attached spreadsheet:

- ACME Shorey Precast Concrete Products
- Aggregate Industries - Northeast

Thank you.

County Commissioners:

Ronald R. Beatty, Jr.  Mary Pat Flynn  Ronald Bergstrom

04/10/19 Date
<table>
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<tr>
<th>Town</th>
<th>Item</th>
<th>Description</th>
<th>Unit</th>
<th>Estimated</th>
<th>Unit Price</th>
<th>Lawrence Lynch</th>
<th>ACME Shorey</th>
<th>Aggregate Industries</th>
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<td>TON</td>
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COMMONWEALTH OF MASSACHUSETTS

BANRSTABLE, SS.

At a regular meeting of the Barnstable County Board of Regional Commissioners, in the East Wing Conference Room, in the Old Jail Building, on the tenth day of April, A.D. 2019, motion by Commissioner Beaty to authorize the award of contracts for Drainage Structures and Hot Mix to ACME Shorey Precast Concrete Products, and Aggregate Industries - Northeast, as presented, 2nd by Commissioner Flynn, approved 3-0-0

Ronald Bergstrom, Chair: Y
Mary Pat Flynn, Vice-Chair: Y
Ronald R. Beaty, Commissioner: Y

A true copy, Attest, April 11th, 2019

[Signature]
Barnstable County Regional Clerk
At a regular meeting of the Barnstable County Board of Regional Commissioners, in the Commissioners' Conference Room, in the Superior Courthouse, on the nineteenth day of June, A.D. 2019, motion by Commissioner Beaty to approve Items 8a through 8e as listed on the Revised Agenda for that meeting, 2nd by Commissioner Flynn, approved 3-0-0

a. Authorizing the execution of an updated contractor authorized signatory form for upcoming contracts in Fiscal Year 2020, for grants from the Massachusetts Executive Office of Elder Affairs to the Human Services Department, to support activities related to the Serving the Health Insurance Needs of Everyone (SHINE) Program

b. Authorizing the execution of an amendment to a contract, and creation of a new fund, for a grant from the Massachusetts Department of Public Health (MADPH) to the County Department of Health and Environment, increasing the contract amount by $122,000.00 to $213,500.00, and extending the duration from June 30, 2019 through June 30, 2020, to support the Tobacco Cessation and Prevention Program

c. Authorizing the execution of an amendment to a sub-award agreement for a grant to the Cape Cod Cooperative Extension from the United States National Oceanic and Atmospheric Administration (NOAA)/Woods Hole Oceanographic Institute (WHOI), to support the Sea Grant Program, in the amount of $985,500.00, for the period of February 01, 2018 through January 31, 2022, adding the remainder of Year 2 incremental funds and updating the agreement
d. Authorizing the execution of a contract with Acme Shorey Precast Concrete Products, for Drainage Structures and Hot Mix Items for Towns in Barnstable County, for a period from April 1, 2019 through March 31, 2020, with the option to renew for one (1) additional year

e. Authorizing the execution of Certificates for Dissolving Septic Betterments

Ronald Bergstrom, Chair:  Y
Mary Pat Flynn, Vice-Chair:  Y
Ronald R. Beaty, Commissioner:  Y

A true copy, Attest, June 19, 2019

Janice O'Connell
Barnstable County Regional Clerk
AGREEMENT BETWEEN

Barnstable County
3195 Main Street
Barnstable, MA 02630

and

Aggregate Industries Northeast
230 Great Western Road
South Dennis, MA 02550

THIS AGREEMENT is made this 1st day of May 2019 by and between Aggregate Industries Northeast (hereinafter referred to as Contractor), and Mary Pat Flynn, Ron Beaty and Ron Bergstrom 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 issued an Invitation for Bids for Drainage Structures and Hot Mix Items for Towns in Barnstable County

WHEREAS: The invitation for Bids was issued in compliance with MA General Law Chapter 149

WHEREAS: The vendor is the responsive, responsible bidder offering the lowest prices for drainage structures as highlighted on the attached spreadsheet incorporated herein as Appendix A.

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 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 contractor shall perform the scope of services set forth in the Barnstable County Invitation for Bids dated February 20, 2019 and the Contractor’s bid dated March 21, 2019 incorporated herein as Appendix B.

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

4. Payment. The Towns shall compensate the Contractor for services provided low bids prices submitted in their bid and as highlighted on the attached spreadsheet.

Upon acceptance of the Contractor’s invoice, payment will be made within thirty (30) days. If an invoice is not accepted by the Town within fifteen (15) days, it shall be returned to the Contractor with a written explanation for the rejection. At the end of each Town fiscal year Contractor must submit any outstanding invoices for services performed or delivered during the fiscal year (July 1-June 30) to the Town no later than July 31st of the year when the resources were prepared.

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

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

7. Changes. The Town may, from time to time, require changes in the Scope of 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.

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 246.

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 Towns shall have the right to obtain a copy of the subcontract upon request.

10. Interest of Members of County and Others. No officer, member or employee of the Town or
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 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 Towns.

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

14. Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled
by the Contractor under this Contract which the 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
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 partian 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 989 (b) (3) and (4) of the Internal Revenue Code of 1954, as
amended by the Tax Reform Act of 1986, or engage in conduct declared to be unlawful by
Sections 2 and 3 of Chapter 151E, Massachusetts General Laws. As used herein, an "affiliated
company" shall be any business entity of which at least 51% of the ownership interest is
directly or indirectly owned by the Contractor or by a person or persons or business entity or
entities which directly or indirectly own at least 51% of the ownership interests of the Contractor.

18. Choice of Law. This Contract shall be construed under and governed by the laws of the
Commonwealth of Massachusetts. The Contractor and the agents thereof, agree to bring any
federal or state legal proceedings arising under this Contract, in which the County or 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 OMB Circular A-133.

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

22. Waiver of Liability. The Contractor and the Town 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".

23. Vendors shall submit invoices within 60 days of completing the work.

24. Vendors must submit Certified Payroll Statements prior to being paid for work.

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:

Ron Bergstrom

Mary Pat Flynn

Ron Beaty

05/01/19

Date

FOR THE CONTRACTOR:

Date 04/25/19
MEMORANDUM

TO: County Commissioners

FROM: Elaine Davis, Chief Procurement Officer

RE: Notice of Bid Award

Barnstable County issued Invitation for Bids for Drainage Structures and Hot Mix for Towns in Barnstable County. Three (3) bidders responded. Please award the bids to the responsive, responsible bidders offering the lowest prices per town as the prices highlighted on the attached spreadsheet:

ACME Shorey Precast Concrete Products
Aggregate Industries - Northeast

Thank you.

County Commissioners:

Ronald R. Beaty, Jr.
Mary Pat Flynn
Ronald Bergstrom

Date: 04/10/19
BANRSTABLE, SS.

At a regular meeting of the Barnstable County Board of Regional Commissioners, in the East Wing Conference Room, in the Old Jail Building, on the 1st day of May, A.D. 2019, motion by Commissioner Beaty to approve Items 8b through 8g as listed on the Revised Agenda for that meeting, 2nd by Commissioner Flynn, approved 3-0-0

b. Authorizing the execution of a contract for Drainage Structures and Hot Mix to Aggregate Industries – Northeast

c. Authorizing the execution of a contract with the Massachusetts Department of Children and Families for a grant to Children's Cove, in the amount of $75,400, from July 1, 2019 through June 30, 2020, for its sexual abuse investigative network (SAIN) initiative

d. Authorizing the creation of a new fund for a grant from the Massachusetts Department of Agricultural Resources (MDAR) Southeastern Massachusetts Aquaculture Center (SEMAC), to the Cape Cod Cooperative Extension, for water quality monitoring and Disease Research for Shellfish, in the amount of $29,900.00 for a period through June 30, 2019

e. Authorizing the award and execution of a contract with Cape Cod Biofuels for the supply and Delivery of Fuel Oil to Barnstable County and other Political Subdivisions for the period of July 1, 2019 through June 30, 2020
f. Authorizing the award and execution of contracts on behalf of water districts in Barnstable County for the supply and delivery of Caustic-Potash (potassium Hydroxide – KOH), Hydrated Lime, Citric Acid, Sodium Hypochlorite, Methanol Solution and Sodium Hydroxide to Coyne Chemical; Shannon Chemical; Borden & Remington Corp; and NBC Distributors for the period of July 1, 2019 through June 30, 2020

g. Authorizing the execution of Certificates for Dissolving Septic Betterments

Ronald Bergstrom, Chair: Y
Mary Pat Flynn, Vice-Chair: Y
Ronald R. Beaty, Commissioner: Y

A true copy, Attest, May 2, 2019

Janice A'Connell
Barnstable County Regional Clerk