

COUNTY OF BARNSTABLE
PURCHASING

Elaine Davis
Chief Procurement Officer

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

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Invitation for Bids

Barnstable County, on behalf of the Towns of Barnstable, Bourne, Brewster, Chatham, Dennis, Eastham, Falmouth, Harwich, Orleans, Sandwich, Wellfleet and Yarmouth is seeking sealed bids for Roadway Materials Items for the period of April 1, 2015 through March 31, 2016, with the option to renew for one additional year.

Bids will be received at the Superior Court House, Office of the County Commissioners, Purchasing Department, 3195 Main Street, P.O. Box 427, Barnstable, MA 02630, on or before **February 12, 2015 at 10:30 AM no exceptions.**

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

Sealed envelopes containing bids shall be clearly marked "**Bid – Roadway Materials – 2015**".

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

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

All submissions for this project are subject to the provisions of Massachusetts General Laws, Chapter 30, 39M.

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

Dated at Barnstable, Massachusetts, this 14th Day of January, Two Thousand and Fifteen.

Elaine Davis
Chief Procurement Officer

INSTRUCTIONS TO BIDDERS

1. Defined Terms.

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

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

The term "Owner" means the Towns of Barnstable, Bourne, Brewster, Chatham, Dennis, Eastham, Falmouth, Harwich, Mashpee, Orleans, Sandwich, 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, where upon it will be returned; if the Successful Bidder fails to execute and deliver the Agreement and furnish the required documents within five (5) working days of the Notice of Award, the County may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of any Bidder whom the County believes to have a reasonable chance of receiving the award may be retained by the County until the earlier of the seventh (7th) day after the "effective date of the Agreement" (which term is defined in the General Conditions) by the County to Contractor and the required Contract Security is furnished or the sixty-first (61st) day after the Bid opening. Bid Security of other Bidders will be returned within seven (7) days of the Bid opening.

6. Contract Time.

The Contract Time begins **April 1, 2015** and terminates **March 31, 2016**, 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, 2016 to March 31, 2017. 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.

9. Submission of Bids.

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

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.
- 16.3 Bids shall be available for all divisions, departments, and political subdivisions of each Town including, but not limited to: water, fire, and school districts.
- 16.4 “As per MGL, Chapter 7, section 22, each political subdivision participating in this bid is solely responsible for any payment due vendor for its share of such purchase. Barnstable County, as lead purchasing agent shall not be liable for payment or for any claim based upon a breach of warranty or defects in the design, manufacture or installation of material, supplies or equipment purchase pursuant to this bid.”

17. **Fair Employment Practices.**

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

BID FORM

**BID IDENTIFICATION: ROAD CONSTRUCTION MATERIALS
(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, 2015 to March 31, 2016, 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.

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

5. The following documents are attached to and made a condition of this Bid:
- 5.1 A tabulation of Subcontractors and other persons or organizations required to be identified in this Bid.
6. Communications concerning this Bid shall be addressed to:
- Company Name: _____
 Address: _____

- Telephone No.: _____
 Fax No.: _____
 E-mail Address: _____
 Bidder's Contact Person: _____
7. Bid comparison will be based on 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 _____, 20__.

An Individual

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

doing business as _____

Business address: _____

Phone No.: _____

A Partnership

By _____ (SEAL)
(Firm Name)

(General Partner Name and Signature)

Business address: _____

Phone No.: _____

A Corporation

By _____
(Corporation Name)

(State of Incorporation)

By _____
(Name of person authorized to sign and Signature)

(Corporate Seal)

Attest _____
(Secretary)

Business address: _____

Phone No.: _____

A Joint Venture

By _____
(Name and Signature)

(Address)

By _____
(Name and Signature)

(Address)

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

CERTIFICATE of NON-COLLUSION AND TAX COMPLIANCE

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

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

Company: _____

Address: _____

Signature of Individual Signing

Bid, or Corporate Officer: _____

Telephone Number: _____

Social Security Number

Or Federal Identification Number: _____

Date: _____

Any person or corporation which fails to execute this document
will be considered a non-responsive bidder
and will be rejected pursuant to MGL Chapter 30, 39M.

**BID FORM
MATERIALS
(UNIT PRICE WORK)**

State the unit bid price (written in words and in numerals) for each Town listed. See page SP-2 for estimated quantities. Bidders may wish to contact each Town to obtain actual quantities purchased during prior years. Bidders may bid on any or all items for any or all Towns. Bid selection will be by each item and will be based on the lowest, qualified, responsible, and responsive bid for each item for each Town.

A price adjustment for cost fluctuations will be allowed as specified by the Massachusetts Department of Transportation (MDOT) and the following. **Liquid asphalt** (greater than 100 tons and variance from base price of 5% or more) adjustment will be allowed for **Bid Item Number: 50**. No other Bid Items will be allowed this adjustment. MDOT procedures and liquid asphalt prices shall be used to determine the adjustment, except as noted herein. The price adjustment shall be based on the difference between the “base price” and the “order price”. The “base price” shall be the most recent published MDOT liquid asphalt price available on the day that the bids are due. The “order price” shall be the most recent published MDOT liquid asphalt price available on the day that a Town places an order for the item.

ITEM NO.50 HOT MIX ASPHALT PAVE LOADED ON TOWN TRUCKS PER TON **

<u>Town</u>	<u>Unit Bid Price Written in Words</u>	<u>In Numerals</u>
Barnstable	_____	\$ _____
Bourne	_____	\$ _____
Brewster	_____	\$ _____
Chatham	_____	\$ _____
Dennis	_____	\$ _____
Eastham	_____	\$ _____
Falmouth	_____	\$ _____
Harwich	_____	\$ _____
Orleans	_____	\$ _____
Sandwich	_____	\$ _____
Wellfleet	_____	\$ _____
Yarmouth	_____	\$ _____

**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. Mileage between the plant and the Highway Division in each Town is:

_____ miles to Barnstable	_____ miles to Falmouth
_____ miles to Bourne	_____ miles to Harwich
_____ miles to Brewster	_____ miles to Orleans
_____ miles to Chatham	_____ miles to Sandwich
_____ miles to Dennis	_____ miles to Wellfleet
_____ miles to Eastham	_____ miles to Yarmouth

<u>ITEM NO.51</u>	<u>SAND BORROW</u>	<u>PER TON</u>
<u>Town</u>	<u>Unit Bid Price Written in Words</u>	<u>In Numerals</u>
Barnstable	_____	\$ _____
Brewster	_____	\$ _____
Chatham	_____	\$ _____
Falmouth	_____	\$ _____
Yarmouth	_____	\$ _____

ITEM NO.52 **DELETED**

<u>ITEM NO.53</u>	<u>1 1/2" CRUSHED STONE (Double Washed)</u>	<u>PER TON</u>
<u>Town</u>	<u>Unit Bid Price Written in Words</u>	<u>In Numerals</u>
Barnstable	_____	\$ _____
Bourne	_____	\$ _____
Brewster	_____	\$ _____
Chatham	_____	\$ _____
Dennis	_____	\$ _____
Eastham	_____	\$ _____
Falmouth	_____	\$ _____
Orleans	_____	\$ _____
Sandwich	_____	\$ _____
Yarmouth	_____	\$ _____

<u>ITEM NO.54</u>	<u>3/8" CRUSHED STONE (Double Washed Peastone)</u>	<u>PER TON</u>
<u>Town</u>	<u>Unit Bid Price Written in Words</u>	<u>In Numerals</u>
Barnstable	_____	\$ _____
Bourne	_____	\$ _____
Brewster	_____	\$ _____
Chatham	_____	\$ _____
Dennis	_____	\$ _____
Falmouth	_____	\$ _____
Orleans	_____	\$ _____
Yarmouth	_____	\$ _____

ITEM NO.55 DENSE GRADED CRUSHED STONE (3/4") PER TON

<u>Town</u>	<u>Unit Bid Price Written in Words</u>	<u>In Numerals</u>
Barnstable	_____	\$ _____
Bourne	_____	\$ _____
Brewster	_____	\$ _____
Chatham	_____	\$ _____
Dennis	_____	\$ _____
Falmouth	_____	\$ _____
Orleans	_____	\$ _____
Sandwich	_____	\$ _____
Yarmouth	_____	\$ _____

ITEM NO.56 DELETED

ITEM .57 RECYCLED ASPHALT PER TON

<u>Town</u>	<u>Unit Bid Price Written in Words</u>	<u>In Numerals</u>
Bourne	_____	\$ _____
Brewster	_____	\$ _____
Chatham	_____	\$ _____
Dennis	_____	\$ _____
Eastham	_____	\$ _____
Falmouth	_____	\$ _____
Harwich	_____	\$ _____

ITEM NO. 58 3/4" CRUSHED STONE (DOUBLE WASHED) PER TON

<u>Town</u>	<u>Unit Bid Price Written in Words</u>	<u>In Numerals</u>
Barnstable	_____	\$ _____
Dennis	_____	\$ _____
Sandwich	_____	\$ _____

SPECIAL PROVISIONS

GENERAL

The Work under this Contract consists of providing various materials as described herein to the Towns of Barnstable, Bourne, Chatham, Dennis, Eastham, Falmouth, Harwich, Orleans, Sandwich, 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 Bid Item 50, Hot Mix Asphalt 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.

MSDS labels and data are required where applicable.

ESTIMATED QUANTITIES BY TOWN

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

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.

<u>Item No.</u>	<u>Title</u>	<u>Unit</u>	<u>Barn.</u>	<u>Brewster</u>	<u>Bourne</u>	<u>Chat.</u>	<u>Dennis</u>	<u>Eastham</u>
50	Hot Mix Asphalt Pavement Loaded on Town Trucks	Ton	2,000	100	200	50	160	100
51	Sand Borrow for Winter Maintenance (Washed)	Ton	1,500	1500	~	1,500	~	~
52	Loam Borrow	Cu. Yd.	100	300	~	200	~	~
53	1 1/2" Crushed Stone (Double Washed)	Ton	2,000	200	500	300	600	240
54	3/8" Crushed Stone (Double Washed Peastone)	Ton	500	70	100	50	60	30
55	Dense Graded Cr. Stone (3/4")	Ton	2,000	150	500	100	150	~
56	Liquid Calcium Chloride	Gal.	~	~	~	~	1,400	~
57	Recycled Asphalt	Ton	~	200	200	200	1,000	200
58	3/4" Stone (Double Washed)	Ton	200	~	~	~	60	30

<u>Item</u>								
<u>No.</u>	<u>Title</u>	<u>Unit</u>	<u>Falm.</u>	<u>Harwich</u>	<u>Orleans</u>	<u>Sand.</u>	<u>Yarm.</u>	<u>Wellfleet</u>
50	Hot Mix Asphalt Pavement Loaded on Town Trucks	Ton	400	100	50	350	500	100
51	Sand Borrow for Winter Maintenance (Washed)	Ton	500	~	~	~	5,000	~
52	Loam Borrow	Cu. Yd.	~	~	~	100	50	
53	1 1/2" Crushed Stone (Double Washed)	Ton	2,000	~	300	300	500	
54	3/8" Crushed Stone (Double Washed Peastone)	Ton	500	~	300	~	50	~
55	Dense Graded Cr. Stone (3/4")	Ton	500	~	400	300	500	~
56	Liquid Calcium Chloride	Gal.	~	~	~	~	15,500	~
57	Recycled Asphalt	Ton	500	350	~	~	0	~
58	3/4" Stone (Double Washed)	Ton	~	~			0	~

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.

HOT MIX ASPHALT PAVEMENT - LOADED ON TOWN TRUCKS (Item No. 50)

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.

SOIL BORROW MATERIALS (Item No. 51 and 52)

Soil borrow materials shall conform to the following Standard Specification subsections:

- Sand Borrow - for Winter Maintenance - M 1.04.0 Type a (Washed)
- Loam Borrow - M 1.05.0

Sand shall be washed and screened through a one quarter inch (1/4") screen. The sand must be coarse and free from clay, silty loam and other undesirable materials. Deliveries of sand shall be made during the vendor's normal business hours, Monday through Friday. A Town may require, at its discretion, that emergency deliveries must be made during other periods to include Saturdays, Sundays, Holidays and non-business hours Monday through Friday at no extra cost to the Town. The vendor shall complete normal and emergency deliveries within a 12 hour period after receiving a request for delivery (maximum delivery 1,000 tons per 12 hours).

Loam borrow shall be screened to removed all stones and other material larger than 1 inch.

AGGREGATE MATERIALS (Item Nos. 53 thru 55 & 58)

Aggregate materials shall conform to the following Standard Specification subsections:

- Crushed Stone - M 2.01.1 through 2.01.6 (double washed)
- Dense Graded Crushed Stone - M 2.01.7 (3/4")

A requirement for all grades of crushed stone (except dense graded) shall be that not more than 0.3% of unsatisfactory material shall pass a No.4 sieve.

LIQUID CALCIUM CHLORIDE (Item No. 56)

Liquid calcium chloride shall conform to Standard Specification subsection M9.01.0. Deliveries must be made within 48 hours of order unless emergency conditions dictate otherwise.

The material shall be a clear or opaque liquid which meets the following specifications:

CaCl Minimum	32%
MgCl Maximum	0.42%
Alkali Chlorides, Maximum	2.9%
Specific Gravity	1.34 (+/- .05) @ 60 deg. F
Weight Lbs/Gal	11.16 (+/- .75 Gal) @ 60 deg. F
Freezing Point	- 15 deg. F
Calcium Chloride Content	3.57 Lbs/Gal (100% CaCl)
Flake CaCl Equivalent	4.58 Lbs/Gal (77% CaCl)

Calcium Chloride shall be a solution manufactured by General Chemical, Dow Chemical, or equal. It shall be free from foreign matter and excessive insolubles and shall not be a solution made from distressed or off specification products.

RECYCLED ASPHALT (Item No. 57)

The recycled asphalt material shall meet the following gradation requirements:

Sieve Designation	Percentage By Weight Passing Through
3"	100
1-1/2"	70 - 100
3/4"	50 - 85
#4	30 - 60
#50	8 - 24
#200	0 - 10

The stone and sand material shall consist of inert material that is hard, angular, and durable, and free from cement concrete, brick, reinforcing steel, glass, wood, building rubble, loam and clay and other deleterious materials. Native round stone and materials that break up when alternately frozen and thawed or wetted and dried shall not be used. The material shall be "T-base" as manufactured by Aggregate Industries, Inc. or approved equivalent.

Each stockpile shall be tested (at no additional cost to the Town) for sieve analysis and California Bearing Ratio (CBR) by an independent, qualified Massachusetts laboratory. The certified results shall be equal to or

greater than that of gravel borrow (M1.03.0 type b), and the certifications shall be supplied to each Town. The processed material shall be stockpiled in such a manner as to minimize segregation of particle sizes. All recycled pavement material shall come from approved stockpiles.

The material shall be subject to review and approval by a Town prior to delivery.

REQUIRED FORMS:

- **Bid Deposit – 5% of bid price in the form of a certified, treasurer’s, or cashier’s check payable to Barnstable County; or a bid bond from a licensed surety registered to do business in the Commonwealth of Massachusetts.**
- **Bid Form (pages BF-1 to BF-8).**
- **Certificate of Non-Collusion and Tax Compliance (page BF-5).**