

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

Elaine Davis  
Chief Procurement Officer

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

Phone: (508) 375-6637  
Fax: (508) 362-4136  
Email:  
edavis@barnstablecounty.or

**Invitation for Bids**

**Barnstable County, on behalf of the Towns of Barnstable, Bourne, Brewster, Chatham, Dennis, Eastham, Falmouth, Harwich, Orleans, Sandwich, Wellfleet, Yarmouth and Nantucket is seeking sealed bids for Individual Misc. Public Works Items for the period of April 1, 2015 through March 31, 2016, with the option to renew for one additional year. Bids are to be based on the minimum amount of work indicated in the estimates; services are to be provided as needed by the towns.**

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 11:15AM. 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 – MISCELLANEOUS PUBLIC WORKS ITEMS – ‘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.

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 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' evaluation as hereinafter provided) makes an award.

The term "Owner" means the Towns of Barnstable, Bourne, Brewster, Chatham, Dennis, Eastham, Falmouth, Harwich, Orleans, Sandwich, Wellfleet, Yarmouth and/or Nantucket as appropriate.

### **2. Copies of Bidding Documents.**

- 2.1 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement or Invitation may be obtained from the Office of the County Commissioners.
- 2.2 Complete sets of Bidding Documents shall be used in preparing Bids; the County will not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.3 The County, in making copies of Bidding Documents available on the above terms, does so only for the purpose of obtaining Bids on the Work and does not confer a license or grant for any other use.

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

- 3.1 Before submitting a Bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) visit the Towns to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work, (c) familiarize himself with federal, state and local laws, by-laws, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (d) study and carefully correlate Bidder's observations with the Contract Documents.
- 3.2 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Article and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.
- 3.3 If this bid is received electronically, bidders are solely responsible for obtaining and completing required attachments that are identified in this bid and for checking for any addenda or modifications that are subsequently made to this bid or attachments. Barnstable County accepts no liability and will provide no accommodation to bidders who fail to check for amended bids and submit inadequate or incorrect responses. Bidders may not alter (manually or electronically) the bid language or any bid documents. Unauthorized modifications to the body of the bid, specifications, terms or conditions, or which change the intent of this bid are prohibited and may disqualify a response.

#### **4. Interpretations.**

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

#### **5. Bid Security.**

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

#### **6. Contract Time.**

The Contract Time begins **April 1, 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. Subcontractors, etc.**

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

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

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

## **9. Bid Form.**

- 9.1 All Bids must be submitted on the Bid forms (Attachment B); additional copies may be obtained from the County.
- 9.2 Bid Forms must be completed in ink or by typewriter. The Bid unit price of each item bid on the form must be stated in words and numerals; in case of a conflict, words will take precedence.
- 9.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- 9.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 9.5 All names must be typed or printed below the signature.
- 9.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).
- 9.7 The address to which communications regarding the Bid are to be directed must be shown.

## **10. Submission of Bids.**

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

## **11. Modification and Withdrawal of Bids.**

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

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

## **12. Opening of Bids.**

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

## **13. Bids to Remain Open.**

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

## **14. Award of Contract.**

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

14.2 In evaluating Bids, the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements and prices if requested in the Bid forms shall be considered. The Contract shall be awarded to the lowest, qualified, responsive and responsible Bidder.

- 14.3 The qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations must be submitted as provided in the Supplementary Conditions may be considered. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered.
- 14.4 Investigations may be conducted as deemed necessary (including but not limited to requesting a list of all projects completed by a Bidder) to assist in the evaluation of any Bid and to satisfactorily establish the responsibility, qualifications and financial ability of the Bidders, proposed Subcontractors and other persons and organizations to do the Work in accordance with the Contract Documents within the prescribed time.
- 14.5 The right is reserved to reject the Bid of any Bidder who does not satisfactorily pass any such evaluation.
- 14.6 If the Contract is to be awarded, it will be awarded to the lowest, qualified, responsive and responsible Bidder whose evaluation indicates that the award will be in the best interests of the Project.
- 14.7 If the Contract is to be awarded, the County will give the Successful Bidder a Notice of Award within sixty (60) days after the day of the Bid opening.

#### **15. Signing of Agreement.**

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

#### **16. Special Legal Requirements.**

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

#### **17. Performance and other Bonds.**

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

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

**18. Other.**

- 18.1 Termination of a Contract or Services by any Town shall not invalidate or alter the terms of a Contract or Services with any other Town.
- 18.2 Each Town shall be solely responsible for payment of invoices due Contractor for quantities ordered and received by that Town only.
- 18.3 Bids shall be available for all divisions, departments, and political subdivisions of each Town including, but not limited to: water, fire, and school districts.
- 18.4 “As per MGL, Chapter 7, section 22, each political subdivision participating in this bid is solely responsible for any payment due vendor for its share of such purchase. Barnstable County, as lead purchasing agent shall not be liable for payment or for any claim based upon a breach of warranty or defects in the design, manufacture or installation of material, supplies or equipment purchase pursuant to this bid.”

**19. Fair Employment Practices.**

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

- 20. It is the intent of this bid to allow Towns to quickly acquire maintenance type road construction services from the selected contractors. Prospective bidders should price their bids based on the minimum amount of work detailed in the specifications and not on a condition of grouping the work with other work in a town or any number of other towns. Failure to respond to a reply for a request for services in the time stipulated in these bid specifications may lead to the contract being declared null and void and/or a rejection of future bids.

## GENERAL CONDITIONS

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

#### Intent:

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

### ARTICLE 2 CONTRACTOR'S LIABILITY INSURANCE

- 2.1 CONTRACTOR shall purchase and maintain such comprehensive general liability and other insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR'S performance and furnishing of the Work and CONTRACTOR'S other obligations under the Contract Documents, whether it is to be performed or furnished by CONTRACTOR, by any Subcontractor, by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable:
  - 2.1.1 Claims under workers' or workmen's compensation, disability benefits and other similar employee benefit acts;
  - 2.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR'S employees;
  - 2.1.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR'S employees;



- 2.1.4 Claims for damages insured by personal injury liability coverage which are sustained (a) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (b) by any other person for any other reason;
- 2.1.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom;
- 2.1.6 Claims arising out of operation of Laws or Regulations for damages because of bodily injury or death of any person or for damage to property; and
- 2.1.7 Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

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

1. Workmen's Compensation: In accordance with the Workmen's Compensation Laws that are applicable to the employees engaged in the Work. The limit of Employer's Liability Insurance shall be not less than \$500,000 each accident.
2. Public Liability Insurance for Personal Injury:
  - a. Individual limit of \$1,000,000 each person.
  - b. Total limit of \$ 3,000,000 for each accident.
3. Property Damage Insurance:
  - a. Each claim \$ 1,000,000.
  - b. Aggregate \$ 3,000,000.
4. If the CONTRACTOR sublets any portion of his work, then he shall also provide:
  - a. Contractor's Protective Liability Insurance:
    - (1) Individual limit for personal injury of \$1,000,000.
    - (2) Total limit for personal injury for one accident of \$3,000,000.
  - b. Contractor's Protective Property Damage Insurance with a limit of \$1,000,000/\$3,000,000.

Any Subcontractor under contract with CONTRACTOR to perform Work on the Project shall hold the County, the Towns and agents harmless, and purchase and maintain such comprehensive general liability and other insurance as will provide protection from claims set forth herein.

The County and the Towns shall be specifically named as additional insureds on all required insurance policies of the CONTRACTOR and any Subcontractors.

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

### **ARTICLE 3 - CONTRACTOR'S RESPONSIBILITIES**

#### **Supervision and Superintendence:**

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

#### **Labor, Materials and Equipment**

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

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

#### **Laws and Regulations**

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

## **Taxes**

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

## **Use of Premises**

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

## **Safety and Protection**

- 3.7 CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work (examples: OSHA Regulations regarding Excavation safety: 29 CFR Part 1926 and Confined Space Procedures: 29 CFR 1910.146). CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
- 3.7.1 all employees on the Work and other persons and organizations who may be effected thereby:
  - 3.7.2 all the Work and materials and equipment to be incorporated there-in, whether in storage on or off the site; and
  - 3.7.3 other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction.

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

### **Indemnification**

- 3.8 To the fullest extent permitted by Laws and Regulations CONTRACTOR shall indemnify and hold harmless the County, the Towns and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the Work.

### **Separate Contracts**

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

### **ARTICLE 4 - UNIT PRICE WORK**

- 4.1 Initially, the Contract Price will be deemed to include for Unit Price Work an amount equal to the established unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classification of Unit Price Work performed by CONTRACTOR will be made by each Town.
- 4.2 Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR'S overhead and profit for each separately identified item.
- 4.3 When the accepted quantities of Work vary from the estimated quantities, the CONTRACTOR shall accept as payment in full, so far as contract items are concerned, payment at the original Contract unit prices for the accepted quantities of Work done. No allowance will be made for any increased expenses, loss of expected reimbursement or loss of anticipated profits suffered or claimed by the Contractor, resulting either directly or indirectly from such increased or decreased quantities.

- 4.4 The CONTRACTOR shall make monthly estimates of the materials complete in place for the amount of Work performed in accordance with the Contract. The estimates will be itemized for review and approval by each Town. Each estimate will show the total value of the Work done to date, the total money due the CONTRACTOR since the previous estimate and the money paid the CONTRACTOR to date. This estimate will be considered approximate only and shall be subject to correction. Five (5%) percent of all payments due the CONTRACTOR for Work done and materials furnished will be withheld until final completion of the Work. The acceptance by the CONTRACTOR of the final payment, including the retainage of five (5%) percent, shall operate as a release to the specific Town of all claims and all liabilities to the CONTRACTOR for all Work done or materials furnished in connection with the Contract. Final payment shall be as provided in G.L. Ch.30, Section 39G. The payment to the CONTRACTOR of said final payment does not, however, release them or their sureties from any obligation under this contract.
- 4.5 It shall be the responsibility of the CONTRACTOR to inform each Town when the sum of all orders for units of work is within 90% of the total Contract price for that Town. The CONTRACTOR'S total billing can not exceed the total Contract price without prior written approval by each Town.
- 4.6 All monies not paid when due hereunder shall bear interest at the maximum rate allowed by law at the place of the Project.

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

### **Warranty and Guarantee**

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

### **Access to Work**

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

### **Tests and Inspections**

- 5.3 CONTRACTOR shall give each Town timely notice of readiness of the Work for all required inspections, tests or approvals. CONTRACTOR shall furnish written information to each Town stating the original sources of all materials manufactured away from the actual site of the Work. In order to insure a proper time sequence for required inspection and approval, this information shall be furnished at least two weeks in advance of the incorporation in the Work of any such materials.

- 5.4 If any Work (including the work of others) that is to be inspected, tested or approved is covered without written concurrence of a specific Town, it must, if requested by that Town, be uncovered for observation. Such uncovering shall be at CONTRACTOR'S expense unless CONTRACTOR has given that Town timely notice of CONTRACTOR'S intention to cover the same and that Town has not acted with reasonable promptness in response to such notice.
- 5.5 Neither observations by the County or a Town, nor inspection, tests or approvals by others shall relieve CONTRACTOR from CONTRACTOR'S obligations to perform the Work in accordance with the Contract Documents.

### **Two Year Correction Period**

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

### **ARTICLE 6 - PERFORMANCE AND OTHER BONDS**

- 6.1 CONTRACTOR shall furnish Performance and Maintenance, and Labor and Materials Bonds, each in an amount 100% of the Contract Price as security for the faithful performance and payment of all CONTRACTOR'S obligations under the Contract Documents. These Bonds shall remain in effect at least until two (2) years after the date when final payment becomes due, except as otherwise provided by Law or Regulation or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall be in the forms prescribed by Law or Regulation or by the Contract Documents and be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.
- 6.2 If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 6.1, CONTRACTOR shall within five (5) days thereafter substitute another Bond and Surety, both of which must be acceptable to the County.

## **ARTICLE 7 - EFFECTIVE DATE**

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

## **ARTICLE 8 - CHANGES IN THE WORK**

- 8.1 The County or any Town, without invalidating the Contract may order Changes in the Work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by written Change Order signed by the County, Town or the Engineer as their duly authorized agent.
- 8.2 The Contract Sum and the Contract Time may be changed only by Change Order.
- 8.3 The cost or credit to the Town from a Change in the Work shall be determined by mutual agreement.

## **ARTICLE 9 - WAGE RATES**

- 9.1 Full compliance with applicable federal, state and local wage laws is required on all Work done for any Town.
- 9.2 The County and Towns shall not be held liable should the CONTRACTOR fail to compensate any person(s) in accordance with the prevailing (minimum) wage rates included herein. The CONTRACTOR claims full responsibility to compensate the person(s) associated with the project accordingly and will assume any liability on behalf of the County and Towns, should a person(s) associated with the project file a claim pursuant to MGL Chapter 149.
- 9.3 The "work classifications" provided by the CONTRACTOR on the required "Weekly Payroll Report Form" shall exactly match the classifications provided in the "Minimum Wage Rates". Should the CONTRACTOR use an unlisted classification, it shall be the CONTRACTOR's responsibility to contact the Department of Labor and Industries in order to determine a matching classification or obtain minimum wage rate for the new classification.

## **ARTICLE 10 - ENGINEER**

- 10.1 The Engineer (as designated by each Town) will provide general administration of the Contract and will be the Town's representative during the construction period.
- 10.2 The Engineer shall at all times have access to the Work wherever it is in preparation and progress.

- 10.3 The Engineer will make periodic visits to the site to become generally familiar with the progress and quality of the Work in accordance with the Contract Documents. On the basis of on-site observations by the Engineer, he will keep the Town informed of the progress of the Work, and will endeavor to guard the Town against defects and deficiencies in the Work of the CONTRACTOR. The Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Engineer will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and he will not be responsible for the CONTRACTOR'S failure to carry out the Work in accordance with the Contract Documents.
- 10.4 Based on such observations and the CONTRACTOR'S Application for Payment, the Engineer will determine the amounts owed to the CONTRACTOR.
- 10.5 The Engineer will be, in the first instance, the interpreter of the requirements of the Contract Documents.
- 10.6 The Engineer will have authority to reject Work which does not conform to the Contract Documents.

#### **ARTICLE 11 - TERMINATION OF CONTRACT**

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

#### **ARTICLE 12 – MISCELLANEOUS**

- 12.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically, but without limitation, moneys that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 12.2 The County and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 12.3 This CONTRACT shall be deemed to include all terms and requirements imposed by laws related to the performance of the Work on the Project or Services.
- 12.4 This is not an exclusive contract to provide services or materials to the County and Towns. The County and Towns reserve the right to contract for similar services or materials.



## **SPECIAL PROVISIONS**

### **SCOPE OF WORK**

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

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

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

**FOR ESTIMATED QUANTITIES SEE ATTACHMENT A**

### **WORK SCHEDULE**

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

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

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

### **OSHA REQUIREMENT**

Any employee found on the worksite without documentation of the successful completion of a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration shall be subject to immediate removal. OSHA certifications must be submitted with the certified payrolls for all workers during the first week they work on a project.

## **PROGRESS OF WORK**

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

## **CONTRACT DOCUMENTS IN THE FIELD**

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

## **POLICE SERVICES**

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

## **PUBLIC SAFETY AND CONVENIENCE**

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

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

MSDS sheets and information shall be available on site and copies submitted to a Town as requested.

**NECESSARY ACCESS FOR FIRE APPARATUS AND OTHER EMERGENCY VEHICLES SHALL BE MAINTAINED AT ALL TIMES. THE CONTRACTOR SHALL COORDINATE WITH THE POLICE AND FIRE DEPARTMENTS AT ALL TIMES REGARDING ACCESS.**

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

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

## **CLEANUP**

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

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

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

## **EMERGENCY CONTACTS**

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

## **DIGSAFE**

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

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

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

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

## **PROTECTION OF UTILITIES AND PROPERTY**

The Contractor, in constructing or installing facilities alongside or near sanitary sewers, storm drains, water or gas pipes, electric or telephone conduits, poles, sidewalks, walls, vaults or other structures shall, at his expense, sustain them securely in place, cooperating with the officers and agents of the various utility companies and municipal departments which control them, so that the services of these structures shall be maintained. The Contractor shall also be responsible for the repair or replacement, at his own expense, of any damage to such structures caused by his acts or neglect, and shall leave them in the same condition as they existed prior to commencement of the Work. In case of damage to utilities, the Contractor shall promptly notify the utility owner and shall, if requested by the Engineer, furnish labor and equipment to work temporarily under the owner's direction in providing access to the utility. Pipes or other structures damaged by the operation of the Contractor may be repaired by the municipality or by utility owner which suffers the loss. The cost of such repairs shall be borne by the Contractor, without compensation therefor.

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

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

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

## **PROVISIONS FOR TRAVEL AND PROSECUTION OF THE WORK**

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

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

## **WORK DONE BY OTHERS**

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

## **DISPOSAL OF SURPLUS MATERIALS**

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

## **COMPACTION**

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

## **PROPERTY BOUNDS**

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

## **WEIGHING**

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

**Item No. 101A: CHLORINATED RUBBER PAINT AND BEADS FOR 4" REFLECTORIZED LINE,**  
**Item No. 101B: CHLORINATED RUBBER STOP BARS AND CROSSWALKS**  
**ITEM NO 101C CHLORINATED RUBBER PAINT AND BEADS FOR ARROWS, & MISC.**  
**MARKINGS**

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

**Low VOC Chlorinated Rubber Traffic Paint**

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

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

**Detailed Requirements**

Wt/Gal	12.5 +/- .2	12.1 +/- .2
Viscosity K.U.	75-85	75-85
Dry Time 15 mils wet film @ 77 F Minutes	10 max	10 max
Dry Opacity @ 15 mils wet	.96 min	.96 min
Reflectance	84 min	50 min
Grind	3 min	3 min
CC Flash Point (F)	(-4 F) min	(-4 F) min

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

**Equipment**

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

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

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

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

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

## **Contractor Responsibilities**

The Contractor shall complete the painting as indicated herein, subject to weather conditions, such as wet or extremely cold pavement. The interruptions for weather will be at the discretion of the Highway Division. The Contractor shall have backup equipment available to him in the event of a breakdown.

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

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

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

## **Town Responsibilities**

Each Town shall provide 1 lead truck for the duration of the painting operation.

Each Town shall provide space in the Highway Division yard for the storage of equipment. It will not, however, assume any liability for any damages from whatever cause.

Each Town shall provide the most up-to-date map of that Town. The map will be used to plan work and allow for the orderly completion of the Contract.

## **Measurement and Payment**

The measured quantity for 4" Reflectorized Line (Chlorinated Rubber) will be paid at the Contract unit price per linear foot, which price shall include all labor, equipment, materials and incidental costs required to complete the Work. The measured quantity for Arrows, Legends, Stop Bars, Crosswalks (Chlorinated Rubber) will be paid at the Contract unit price per square foot, which price shall include all labor, equipment, materials and incidental costs required to complete the Work.

## **Item No. 102A: THERMOPLASTIC PAINT FOR REFLECTORIZED LINES,**

## **Item No. 102B: THERMOPLASTIC PAINT FOR STOP BARS AND CROSSWALKS**

## **Item No 102C THERMOPLASTIC PAINT FOR ARROWS & MISC. MARKINGS**

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

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

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

The measured quantity for 4" Reflectorized Lines (Thermoplastic) will be paid at the Contract unit price per linear foot, which price shall include all labor, equipment, materials and incidental costs required to complete the Work. The measured quantity for Arrows, Legends, Stop Bars, Crosswalks (Thermoplastic) will be paid at the Contract unit price per square foot, which price shall include all labor, equipment, materials and incidental costs required to complete the Work.

**Item No. 103: EPOXY PAINT FOR REFLECTORIZED LINES**

The work, materials, and methods of installation under these items shall conform to the relevant provisions of Sections 860, 866, and 867 and subsection M7 of the Standard Specifications. All dimensions and spacing shall be as directed by the Engineer.

The measured quantity for 4" Epoxy Paint for ReflectORIZED Lines will be paid at the Contractor unit price per linear foot, which price shall include all labor, materials and incidental costs required to complete the work..

**Item No. 104: DRAINAGE PIPE CLEANING**

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

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

- \* Drainage pipe cleaning performed between 0 and 4 hours will be paid for at half the Contract unit price per day.
- \* Drainage pipe cleaning performed for a period greater than 4 hours will be paid for at a proportion of the full Contract unit price per day.

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

**Item No. 105: DRAINAGE STRUCTURE CLEANING BY CLAMSHELL (WITH DISPOSAL)**

**Item No. 106. DRAINAGE STRUCTURE CLEANING BY VACUUM TRUCK( (WITH DISPOSAL)**

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

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

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

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

**Item No. 105A DRAINAGE STRUCTURE CLEANING BY CLAMSHELL (W/O DISPOSAL)**

**Item No. 106A DRAINAGE STRUCTURE CLEANING BY VACUUM TRUCK (W/O DISPOSAL)**



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

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

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

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

**Item No. 107: DRAINAGE STRUCTURE ADJUSTED**

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

The Contractor shall maintain the drainage (or sewer) system in the project areas or drainage facilities outside the project area affected by the work performed by the Contractor to provide continual drainage of the travelways and construction areas. All drainage (or sewer) castings required to be raised to accommodate the pavement overlays shall be paid for under this item.

No separate payment will be made for the maintenance of the existing drainage (or sewer) system, but all costs in connection therewith shall be included in the unit prices bid for the various Contract items.

When in the judgment of the Engineer, the masonry below the casting shows deterioration and directs the contractor to remodel, the pay item shall be by the vertical foot and the cost per vertical foot as measured from the bottom of the existing casting, shall equal the amount bid for Item 107: Drainage Structure Adjusted . The depth of remodeling shall be limited to no more than 3 feet as measured from the bottom of the existing casting.

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

Any castings damaged due to the Contractor's operations shall be replaced with similar H-20 North American made cast iron castings at no cost to the Town.

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

**Item No. 108: DRAINAGE STRUCTURE REBUILT OR REPLACED**

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

The Work shall consist of rebuilding, removing, replacing and adjusting the masonry units and adjusting the castings of existing structures. The casting and deteriorated masonry shall be removed in a neat manner until a clean sound base is obtained upon which concrete blocks and clay bricks may be set to rebuild the structure.

Sand borrow shall be furnished by each Town for backfill where required when excavated material is unsuitable.

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

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

**Item No. 109: STEEL BEAM (WEATHERING) HIGHWAY GUARDRAIL - (single faced/wood posts)**

The Work shall include the furnishing and installation of 12 gauge corrosion resistant (weathering) steel beam rails conforming to AASHTO M180 and wood posts (6" x 8" x 6') and offset blocks (6" x 6") conforming to relevant provisions of Sections 600 and M8.07.0 of the Standard Specifications and to the Construction Standards. Posts shall be set at 6 feet 3 inches on center. Standard reflectors (MHD Item 833.5 Demountable Reflectorized Delineator - Guardrail) shall be furnished and installed on every other panel at no additional cost to the Town.

The measured quantity will be paid for at the Contract unit price per linear foot, which price shall include all labor, materials (including reflectors), equipment, and incidental costs required to complete the Work. If requested by a Town, the Contractor shall negotiate a fair additional for end treatments.

**Each site shall be a guaranteed minimum of 100 linear feet.**

**Item No. 110: STEEL BEAM (WEATHERING) HIGHWAY GUARDRAIL - (single faced/wood posts)(Including Removal and Stacking of Existing Guardrail)**

The Work shall include everything outlined above in the immediately preceding item plus the removal and stacking of existing guardrail of various types. If requested by a Town, the Contractor shall negotiate a fair additional cost for end treatments.

**Each site shall be a guaranteed minimum of 100 linear feet.**

**Item No. 111: STEEL BEAM (WEATHERING) HIGHWAY GUARDRAIL-TERMINAL END**

The Work shall include the furnishing and installation of a steel beam (weathering steel) terminal end in conjunction with Items 109 & 110 which shall consist of curved guard rail section, wood posts, offset blocks, and "boxing glove" end, conforming to AASHTO M180 and wood posts (6" x 8" x 6') and offset blocks (6" x 6") conforming to relevant provisions of Sections 600 and M8.07.0 of the Standard Specifications and to the Construction Standards. Posts shall be set at 6 feet 3 inches on center.

The measured quantity will be paid for at the Contract unit price per each, which price shall include all labor, materials (including reflectors), equipment, and incidental costs required to complete the Work and shall include 13 ft long +/-curved guard rail section, wood posts, boxing glove end and Standard reflector (MHD Item 833.5 Demountable Reflectorized Delineator - Guardrail)

### **Item No. 112: WOODEN GUARDRAIL/POSTS**

The Work shall include the furnishing and installation of wooden guardrail and posts conforming to Section M8.07.0, paragraph B.2 Wood Posts and paragraph D, Bolts, Nuts and Washers of the Standard Specifications; and, the following specifications.

All posts shall be sawed off square prior to setting. Posts shall be set plumb and to line and grade. Post spacing shall be 4'-0" on center. Single wood rails shall be erected as to form a smooth, continuous rail conforming to the required line and grade. Wood rail elements shall butt firmly against each other and joints shall occur in the direct center of the post. All bolts shall be drawn tight. Ends shall be angled downward at approximately a 30 degree angle with a 1 foot tall post unless otherwise directed by the Engineer. The end of the angled rail shall be cut to butt firmly against the horizontal rail. Rails shall be 4" x 10" x 16' pressure treated Southern Yellow Pine. Standard reflectors (MHD Item 833.5 Demountable Reflectorized Delineator - Guardrail) shall be provided and installed every 50' on average at no additional cost to the Town.

The measured quantity will be paid for at the Contract unit price per linear foot, which price shall include all labor, materials (including reflectors), equipment, and incidental costs required to complete the Work. If requested by a Town, the Contractor shall negotiate a fair additional cost for removal/disposal of existing guardrail and/or end treatments.

**Each site shall be a guaranteed minimum of 100 linear feet.**

### **Item No. 113: STEEL-BACKED TIMBER GUARDRAIL**

The Work under this Item shall conform to Sections 106, 601, 617, 710 and 716 of the U.S. Department of Transportation Federal Highway Administration Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects (FP-85), all subsequent errata and addenda, to the applicable provisions of the Standard Specifications and the following:

#### **Materials**

**Timber Rail:** The timber shall conform to AASHTO M 168. Fabricate the 6 by 10 inch timber rail from dry, well seasoned, and dressed rough sawn Douglas Fir, Southern Pine, or other species having a stress grade of at least 1,500 psi.

Treat the timber rail and wood elements with CCA, ACZA, or ACA preservative treatment conforming to AWWA C14 except the minimum retention shall be 0.60 lbs/ft.

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**Steel:** Fabricate the steel backing elements from 0.375 inch structural steel conforming to AASHTO M 222 M. Fastener hardware shall conform to AASHTO M 164, Type 3.

**Wood Posts:** The 10 by 12 inch guardrail posts shall conform to materials for timber rail as specified above.

**Guardrail Hardware:** Hardware shall conform to the AASHTO – AGC – ARTBA “A Guide to Standardized Highway Barrier Hardware,” 1995 Edition.

#### **Construction Methods**

The Steel-Backed Timber Guardrail shall be Type A, and the Turn-down Terminal Section shall be Type FAT – 30 or Type FAT –20 as directed by each Town.

SP-11

Posts shall be placed plumb, in hand or mechanically dug holes, then backfilled with approved gravel material placed in 6 inch layers and thoroughly compacted.

Where it is possible to maintain 2-foot minimum between the back of the guardrail post and the top of a slope 2:1 or steeper, the post length may be reduced to 7 feet.

Retreat field cuts of posts and rails, where required, with two coats of preservative treatment. Field cuts shall not be in contact with the ground.

Field cut steel rails and field drill holes in the steel splice plates at joints only where required to correspond to field cut wood rails at joints. Do not modify hole and slot dimensions. Do not use torch to cut holes, slots, plates or rails.

A wooden guardrail post that has a through check, shake or end split in the same plane as, or a plane parallel to the bolt hole and extending from the top of the post to within 3 inches of the bolt hole will be rejected.

Distance between wooden posts shall be 10 feet on center. Standard reflectors (MHD Item 833.5 Demountable Reflectorized Delineator - Guardrail) shall be provided and installed every 50' on average at no additional cost to the Town.

Construct terminal sections at the locations as directed by each Town. Terminal sections consist of posts, railing, hardware, and anchorage assembly necessary to construct the turn-down terminals.

### **Measurement and Payment**

Steel-Backed Timber Highway Guardrail (including reflectors and turn-down terminals) will be measured by the linear foot along the face of rail element, including terminal sections. The quantity for Steel-Backed Timber Highway Guardrail will be paid for at the Contract unit price bid per linear foot, which price shall be full compensation for all materials, tools, equipment and labor incidental to and necessary for the completion of the work in place to the satisfaction of each Town. If requested by a Town, the Contractor shall negotiate a fair additional cost for removal/disposal of existing guardrail and/or end treatments.

**Each site shall be a guaranteed minimum of 100 linear feet.**

### **Item No. 114: STEEL BEAM HIGHWAY GUARDRAIL – TYPE SS (single faced, wood posts)**

The Work shall include the furnishing and installation of steel beam guard rail and posts conforming to the Standard Specification subsection M 8.07.0. Posts shall be set at 6 feet 3 inches on center. Standard reflectors (MHD Item 833.5 Demountable Reflectorized Delineator - Guardrail) shall be furnished and installed on every other panel at no additional cost to the Town.

The measured quantity will be paid for at the Contract unit price per linear foot, which price shall include all labor, materials, equipment, and incidental costs required to complete the Work. If requested by a Town, the Contractor shall negotiate a fair additional cost for removal/disposal of existing guardrail and/or end treatments.

**Each site shall be a guaranteed minimum of 100 linear feet.**

**Item No. 115: GRANITE CURB TYPE VB – STRAIGHT W/ DRIVEWAY TRANSITION CURB**  
**Item No. 116: GRANITE CURB TYPE VA4 – STRAIGHT W/ DRIVEWAY TRANSITION CURB**

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

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

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

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

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

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

**ITEM No. 117 STEEL BEAM (WEATHERING) HIGHWAY GUARDRAIL - TYPE SS (single faced w/ 8"x8" wood posts)**

The Work shall include the furnishing and installation of 12 gauge corrosion resistant (weathering) steel beam rails conforming to AASHTO M180 and wood posts (6" x 8" x 6') and offset blocks (6" x 6") conforming to relevant provisions of Sections 600 and M8.07.0 of the Standard Specifications and to the Construction Standards. Posts shall be set at 6 feet 3 inches on center. Standard reflectors (MHD Item 833.5 Demountable Reflectorized Delineator - Guardrail) shall be furnished and installed on every other panel at no additional cost to the Town.

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

**Each site shall be a guaranteed minimum of 100 linear feet.**

**ITEM No. 118 Hand Digging of Guardrail Post**

Work under this item shall include providing tools and labor to hand dig post holes associated with work performed under Items 109-114 and 117. The measured quantity will be paid for at the Contract unit price per each.

## **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 Attachment B**

## **ATTACHMENT A ESTIMATED BID QUANTITIES**

Each Town has provided estimated quantities for each bid item that it presently intends to order. These estimated quantities are for bid purposes only and can not be guaranteed. The estimated amounts are also a total aggregate which the town intends to use during the contract period and the bidder should familiarize themselves with the minimum job quantities defined in the individual specifications for each item.

Estimated quantities are listed in a separate attachment entitled “ATTACHMENT A”.