

AGREEMENT BETWEEN

**Barnstable County
3195 Main Street
Barnstable, MA 02630**

and

**PA Landers, Inc
351 Winter Street
Hanover, MA 02339**

THIS AGREEMENT is made this 21st day of February 2019 by and between PA Landers, Inc. (hereinafter referred to as Contractor), and Mary Pat Flynn, Ronald Beaty and Ronald Bergstrom as they are the Commissioners of Barnstable County, but without any personal liability.

WITNESSETH, that the Contractor and County for the consideration hereinafter named agree as follows:

WHEREAS: The County Commissioners issued an Invitation for Bids for Roadway Materials

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

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

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

- 1. Employment of Contractor. The Vendor hereby agrees to perform the services hereinafter set forth in the Scope of Services. Contractor hereby agrees to hold the County and Towns harmless from any claims regarding worker's compensation benefits, unemployment compensation benefits, retirement benefits, or any other benefit normally attributable to the status of "employee" and Contractor specifically agrees to pay for all damages incurred by the County or Town, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.**
- 2. Scope of Services. The Vendor shall provide the services provided in the Scope of Services hereby attached as Attachment A.**
- 3. Time of Performance. April 1, 2019 through March 30, 2020, with the option to renew for one additional year.**
- 4. Payment. Bids submitted as highlighted on the attached spreadsheet**
- 5. Termination or Suspension of Contract for Cause. If through any sufficient cause, the Customer or the County shall fail to fulfill or perform its duties and obligations under this Contract, or if either party shall violate or breach any of the provisions of this Contract, either party shall thereupon have the right to terminate or suspend this Contract, by giving written notice to the other party of such termination or suspension and specifying the effective date thereof. Such notice shall be given at least fifteen (15) calendar days before such effective date.**
- 6. Termination for Convenience of County. The County or Towns shall have the right to discontinue the work of the Contractor and cancel this contract by written notice to the Contractor of such termination and specifying the effective date of such termination. In the event of such termination or suspension of this Contract, the Contractor shall be entitled to just and equitable compensation for satisfactory work completed, for services performed and for reimbursable expenses necessarily incurred in the performance of this Contract up to and including the date of termination or suspension.**
- 7. Changes. The County may, from time to time, require changes in the Scope of Services to be**

performed hereunder. Such changes, including any increase or decrease in the amount of the Customer costs, which are mutually agreed upon by the Town and the Customer, shall be incorporated in written amendments to this Contract.

8. **Non-Discrimination In Employment and Affirmative Action.** The Customer shall take affirmative action to ensure that qualified applicants and employees are treated without regard to age, race, color, religion, sex, marital status, sexual orientation, national origin, disability, or Vietnam Era Veteran status. The Customer agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including but not limited to: Title VII of the Civil Rights Act of 1964, as amended; Massachusetts General Laws Chapter 151B§(1); the Americans with Disabilities Act of 1990; and all relevant administrative orders and executive orders including Executive Order 246.

9. **Subcontracting.** None of the services to be provided to the Towns pursuant to this Contract shall be subcontracted or delegated in whole or in part to any other organization, association, individual, corporation, partnership or other such entity without the prior written approval of the Towns. No subcontract or delegation shall relieve or discharge the Customer from any obligation or liability under this Contract except as specifically set forth in the instrument of approval. If this Contract is funded in whole or in part with federal funds, Contractor further agrees to comply with the provisions of the Office of Management and Budget Circular A-110, as amended, with respect to taking affirmative steps to utilize the services of small and minority firms, women's business enterprises and labor surplus area firms. All subcontracts shall be in writing and shall contain provisions which are functionally identical to, and consistent with, the provisions of this Contract. The County shall have the right to obtain a copy of the subcontract upon request.

10. **Interest of Members of Towns and Others.** No officer, member or employee of the County, and no member of its governing body of the locality or localities in which the Project is situated or being carried out who exercises any functions or responsibility in the review or approval of the undertaking or carrying out of the Project, shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly financially interested or has any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

11. **Interest of Contractor.** The Contractor covenants that it presently has no interest and shall not acquire any interest directly or indirectly which would conflict in any manner or degree with the performance of its services hereunder.

12. **Assignability.** The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Towns or County thereto; provided, however that claims for money due or to become due the Contractor from the Towns under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the County.

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

14. **Findings Confidential.** Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Contract which the Towns requests to be kept as confidential shall

not be made available to any individual or organization by the Contractor without the prior written approval of the County or Towns.

15. **Publication, Reproduction and Use of Material.** No material produced in whole or in part under this Contract shall be subject to copyright in the United States or in any other country. The County and Towns shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials prepared under this Contract.

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

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

18. **Choice of Law.** This Contract shall be construed under and governed by the laws of the Commonwealth of Massachusetts. The Contractor and the agents thereof, agree to bring any federal or state legal proceedings arising under this Contract, in which the County or Towns are a party, in a court of competent jurisdiction within the Commonwealth of Massachusetts. This paragraph shall not be construed to limit any rights a party may have to intervene in any action, wherever pending, in which the other is a party. All parties to this contract and covenant agree that any disputes be litigated in the District or Superior courts in Barnstable County.

19. **Force Majeure.** Neither party shall be liable to the other nor be deemed to be in breach of this Contract for failure or delay in rendering performance arising out of causes factually beyond its control and without its fault or negligence. Such causes may include, but are not limited to: acts of God or the public enemy, wars, fires, floods, epidemics, strikes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

20. **Compliance with Laws.** The Contractor shall promptly comply with all applicable laws, rules, regulations, ordinances, orders and requirements of the Commonwealth and any state or federal governmental authority relating to the delivery of the services described in this Contract subject to section 18 above. Unless otherwise provided by law, the Contractor shall promptly pay all fines, penalties and damages that may arise out of or are imposed because of the Contractor's failure to comply with the provisions of this section and, shall indemnify the County or Towns against any liability incurred as a result of a violation of this section. If the Contractor receives federal funds pursuant to this Contract, Contractor understands and agrees to comply with all federal requirements including but not limited to audit requirements. Not-for-Profit entities that receive federal funds from the County or Towns must comply with the audit requirements outlined in the Office of Management and Budget OMB Circular A-133.


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

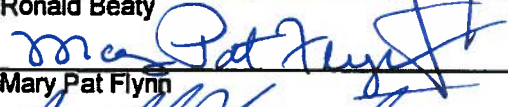
22. **Waiver of Liability.** The Contractor and the County hereby covenant and agree to waive any and all claims against Barnstable County and release Barnstable County from any liability arising out of the Scope of Services described in the attached "Exhibit A".


IN WITNESS WHEREOF, the County and Contractor have executed this Agreement this 21st
day of February in the year Two Thousand and Nineteen

FOR THE COUNTY:

BARNSTABLE COUNTY COMMISSIONERS:



Ronald Beaty



Mary Pat Flynn


Ronald Bergstrom

02/27/19

Date

FOR THE CONTRACTOR: P.A. Landers, Inc.



David R. Prosper, C. F. O.
February 21, 2019

Date

ATTACHMENT A TO CONTRACT

SPECIAL PROVISIONS

GENERAL

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

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

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

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

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

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

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

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

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

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

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

MSDS labels and data are required where applicable.

ESTIMATED QUANTITIES BY TOWN

Each Town has provided the estimated quantities for each bid item that it is presently planning to use which can be found in Attachment A. 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.

When the accepted quantity of Work varies from the estimated quantity, the CONTRACTOR shall accept as payment in full, so far as each contract item is concerned, payment at the original Contract unit price for the accepted quantity of Work done. No allowance will be made for any increased expenses, loss of expected reimbursement or loss of anticipated profits suffered or claimed by the Contractor, resulting either directly or indirectly from such increased or decreased quantity.

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

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

It shall be the responsibility of the CONTRACTOR to inform each Town when the sum of all orders for units of Work is within 90% of the total Contract price for that Town. The CONTRACTOR'S total billing can not exceed the total Contract price without prior written approval by each Town.

TAXES

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

WEIGHING

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

MISCELLANEOUS

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically, but without limitation, moneys that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

The County and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

This CONTRACT shall be deemed to include all terms and requirements imposed by laws related to the performance of the Work on the Project or Services.

This is not an exclusive contract to provide services or materials to the County and Towns. The County and Towns reserve the right to contract for similar services or materials.

INTEREST

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

ITEM 200 HOT MIX ASPHALT (LOADED ON TOWN TRUCKS)

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

ITEM 201 SAND BORROW

ITEM 202 LOAM BORROW

Sand and Loam 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.

ITEM 203 1-1/2" CRUSHED STONE (DOUBLE WASHED)

ITEM 204 3/4" CRUSHED STONE (DOUBLE WASHED)

ITEM 205 3/8" PEASTONE (DOUBLE WASHED)

ITEM 206 3/4" DENSE GRADES CRUSHED STONE

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.

ITEM 207 RECYCLED ASPHALT

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.

ITEM 208 4'x4' PRECAST LEACH GALLEY

ITEM 209 1,000 GALLON PRECAST CATCH BASIN

ITEM 210 1,000 GALLON PRECAST LEACH PIT

ITEM 211 4' DIAMETER PRECAST CATCH BASIN W/OFFSET TOP

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

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

The 4' Diameter Precast Catch Basin w/Offset Top shall have separate top with an offset opening. The structure shall have a 4 foot deep sump below the outlet pipe.

The Town shall specify the hole diameter and hole location(s) at the time of order.

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

Payment for the precast drainage structures shall be by the Contract Unit Price per Each delivered.

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

State the Unit Bid Price (written in words and in numerals) for each Town listed (see Attachment A 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.

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

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

Tied Bids: In the case of tied bids, the County tied bid policy will be used to determine the awarded bidder.

PLEASE USE THIS AS THE COVER SHEET FOR YOUR BID
CERTIFICATE of NON-COLLUSION AND TAX COMPLIANCE

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

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

Company: P.A. Landers, Inc.

Address: 351 Winter Street

Hanover, MA 02339

Signature of Individual Signing
Bid, or Corporate Officer: 

(David R. Prosper, 351 Winter St., Hanover, MA 02339; incorp. in Massachusetts)

Telephone Number: (781) 826-8818

Social Security Number

Or Federal Identification Number: 04-2660795

Date: January 22, 2019

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



ATTACHMENT A
BID FORM AND ESTIMATED QUANTITIES BY TOWN
BID FORM

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

BID IDENTIFICATION: ROAD CONSTRUCTION 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, 2019 to March 31, 2020, with an option to renew for one additional year and in accordance with the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders. This Bid will remain open for sixty (60) days after the day of Bid opening. BIDDER will sign the Agreement and submit other documents (e.g. Bonds, Insurance Binders) required by the Contract Documents within five (5) working days after the date of the County's Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - 3.1 BIDDER has examined copies of all the Contract Documents and of the following addenda:

Date _____	Number _____
Date _____	Number _____
Date _____	Number _____

(receipt of all of which is hereby acknowledged) and also copies of the Notice to Bidders and the Instructions to Bidders.
 - 3.2 BIDDER has examined the legal requirements (federal, state and local laws, by-laws, rules and regulations) and the conditions affecting cost, progress of performance of the Work and has made such independent investigations as BIDDER deems necessary.
 - 3.3 This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation, and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the County.

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: P.A. Landers, Inc.
 Address: 351 Winter Street, Hanover, MA 02339
 Telephone No.: (781) 826-8818
 Fax No.: (781) 826-7587
 E-mail Address: dprosper@palanders.com
 Bidder's Contact Person: David Prosper, Chief Financial Officer

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 January 22, 20 19.

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 _____ P.A. Landers, Inc.
(Corporation Name)

Commonwealth of Massachusetts
(State of Incorporation)

By _____ David R. Prosper
(Name of person authorized to sign and Signature)

(Corporate Seal)

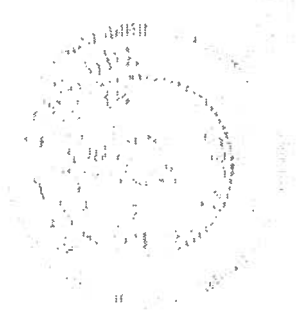
Attest David R. Prosper Asst Secretary
Assistant (Secretary)

(David R. Prosper, 351 Winter St., Hanover, MA 02339; incorp. in Massachusetts)

Business address: _____ 351 Winter Street

Hanover, MA 02339

Phone No.: _____ (718) 826-8818



A Joint Venture

By _____
(Name and Signature)

(Address)

By _____
(Name and Signature)

(Address)

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

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

State the Unit Bid Price (written in words and in numerals) for each Town listed (see Attachment A 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.

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

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

Tied Bids: In the case of tied bids, the County tied bid policy will be used to determine the awarded bidder.

**ATTACHMENT A
ROADWAY MATERIALS BID
BID FORM AND ESTIMATED QUANTITIES**

Item 200	Estimated Quantity	Hot Mix Asphalt (Loaded on Town Trucks)	Per TON
<i>Town</i>		<i>Unit Bid Price in Words</i>	<i>In Numerals</i>
Barnstable	750		
Bourne	400		
Brewster	500		
Chatham	100		
Dennis	500		
Harwich	100		
Orleans	100		
Sandwich	700		
Yarmouth	500		

Item 201	Estimated Quantity	Sand Borrow	Per TON
<i>Town</i>		<i>Unit Bid Price in Words</i>	<i>In Numerals</i>
Barnstable	500	Sixteen Dollars and No Cents	\$16.00
Brewster	2,000	Sixteen Dollars and No Cents	\$16.00
Chatham	1,000	Fifteen Dollars and No Cents	\$15.00
Dennis	200	Fourteen Dollars and No Cents	\$14.00

Item 202	Estimated Quantity	Loam Borrow	Per TON
<i>Town</i>		<i>Unit Bid Price in Words</i>	<i>In Numerals</i>
Barnstable	500	Twenty Seven Dollars and Sixty Cents	\$27.60
Brewster	100	Thirty Dollars and No Cents	\$30.00
Chatham	200	Thirty Dollars and No Cents	\$30.00
Dennis	200	Twenty Seven Dollars and Sixty Cents	\$27.60
Sandwich	200	Twenty Four Dollars and No Cents	\$24.00

**ATTACHMENT A
ROADWAY MATERIALS BID
BID FORM AND ESTIMATED QUANTITIES**

Item 203	Estimated Quantity	1-1/2" Crushed Stone (Double Washed)	Per TON
<i>Town</i>		<i>Unit Bid Price in Words</i>	<i>In Numerals</i>
Barnstable	100	Twenty Four Dollars and No Cents	\$24.00
Bourne	300	Twenty Four Dollars and No Cents	\$24.00
Brewster	500	Twenty Seven Dollars and No Cents	\$27.00
Chatham	150	Twenty Seven Dollars and No Cents	\$27.00
Dennis	500	Twenty Five Dollars and No Cents	\$25.00
Sandwich	200	Twenty Dollars and No Cents	\$20.00
Yarmouth	500	Twenty Six Dollars and No Cents	\$26.00

Item 204	Estimated Quantity	3/4" Crushed Stone (Double Washed)	Per TON
<i>Town</i>		<i>Unit Bid Price in Words</i>	<i>In Numerals</i>
Barnstable	50	Twenty Six Dollars and No Cents	\$26.00
Bourne	200	Twenty Six Dollars and No Cents	\$26.00
Brewster	250	Twenty Nine Dollars and No Cents	\$29.00
Chatham	50	Twenty Nine Dollars and No Cents	\$29.00
Dennis	200	Twenty Seven Dollars and No Cents	\$27.00
Sandwich	200	Twenty Two Dollars and No Cents	\$22.00
Yarmouth	50	Twenty Eight Dollars and No Cents	\$28.00

Item 205	Estimated Quantity	3/8" Peastone (Double Washed)	Per TON
<i>Town</i>		<i>Unit Bid Price in Words</i>	<i>In Numerals</i>
Barnstable	50	Thirty Five Dollars and No Cents	\$35.00
Brewster	250	Thirty Five Dollars and No Cents	\$35.00
Chatham	100	Thirty Five Dollars and No Cents	\$35.00
Dennis	200	Thirty Five Dollars and No Cents	\$35.00
Sandwich	100	Twenty Five Dollars and No Cents	\$25.00
Yarmouth	50	Thirty Five Dollars and No Cents	\$35.00

**ATTACHMENT A
ROADWAY MATERIALS BID
BID FORM AND ESTIMATED QUANTITIES**

Item 206	Estimated Quantity	3/4" Dense Graded Crushed Stone	Per TON
<i>Town</i>		<i>Unit Bid Price in Words</i>	<i>In Numerals</i>
Barnstable	500	Twenty Five Dollars and No Cents	\$25.00
Bourne	500	Twenty Three Dollars and No Cents	\$23.00
Brewster	500	Twenty Five Dollars and No Cents	\$25.00
Chatham	25	Twenty Eight Dollars and No Cents	\$28.00
Dennis	500	Twenty Eight Dollars and No Cents	\$28.00
Orleans	2,000	Twenty Eight Dollars and No Cents	\$28.00
Sandwich	200	Twenty One Dollars and No Cents	\$21.00
Yarmouth	500	Twenty Five Dollars and No Cents	\$25.00

Item 207	Estimated Quantity	Recycled Asphalt	Per TON
<i>Town</i>		<i>Unit Bid Price in Words</i>	<i>In Numerals</i>
Brewster	100	Eighteen Dollars and No Cents	\$18.00
Chatham	100	Nineteen Dollars and No Cents	\$19.00
Dennis	600	Nineteen Dollars and No Cents	\$19.00
Harwich	400	Twenty Three Dollars and No Cents	\$23.00
Sandwich	200	Sixteen Dollars and No Cents	\$16.00

Item 208	Estimated Quantity	4'x4' Precast Leach Galley	Per EA
<i>Town</i>		<i>Unit Bid Price in Words</i>	<i>In Numerals</i>
Barnstable	10		
Brewster	50		
Chatham	2		
Dennis	20		
Sandwich	8		
Yarmouth	10		

**ATTACHMENT A
ROADWAY MATERIALS BID
BID FORM AND ESTIMATED QUANTITIES**

Item 209	Estimated Quantity	1000 Gallon Precast Catch Basin	Per EA
<i>Town</i>		<i>Unit Bid Price In Words</i>	<i>In Numerals</i>
Barnstable	10		
Brewster	25		
Chatham	6		
Dennis	5		
Sandwich	4		

Item 210	Estimated Quantity	1000 Gallon Precast Leach Pit	Per EA
<i>Town</i>		<i>Unit Bid Price In Words</i>	<i>In Numerals</i>
Barnstable	10		
Brewster	25		
Chatham	8		
Dennis	10		
Sandwich	6		

Item 211	Estimated Quantity	4' Diameter Precast Catch Basin w/Offset Top	Per EA
<i>Town</i>		<i>Unit Bid Price In Words</i>	<i>In Numerals</i>
Barnstable	10		
Brewster	15		
Chatham	2		
Dennis	5		
Sandwich	2		
Yarmouth	5		



**Manufacturers,
Suppliers &
Installers of:**

Asphalt

Asphalt Paving

Redi-Mix Concrete

Aggregates

Sand

Gravel

Loam

Equipment Rental

Site Development

Road Construction

P. A. Landers, Inc.

Incorporated 1978

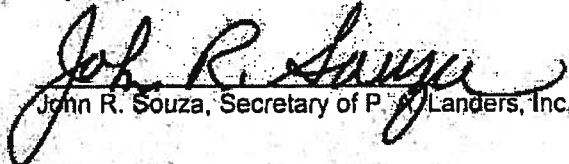
CORPORATE RESOLUTION

I, John R. Souza, hereby certify that:

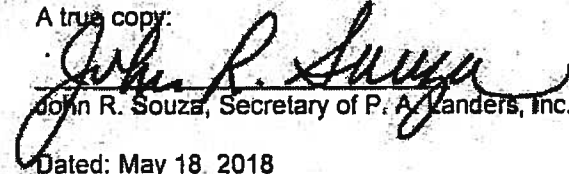
I am the duly qualified and acting Secretary of P. A. Landers, Inc., and I further certify that at a meeting of the Directors of said Entity, duly called and held on December 26, 2012, at which all or a majority of Directors were present and voting:

It was voted that the President and Chief Financial Officer David Prosper shall be and hereby is authorized, directed and empowered for, in the name of, and on behalf of P. A. Landers, Inc., to execute, sign, seal with the seal of P. A. Landers, Inc., acknowledge and deliver such forms for general bids, requests for proposals, agreements, contracts, bids, bonds and any other instruments and/or obligations of P. A. Landers, Inc., relating to any and all public building projects and/or public works projects with the United States Government, including any agency or subdivision thereof, and with the Commonwealth of Massachusetts and any subdivision thereof, including but not limited to counties, cities, towns, districts, political subdivisions of the Commonwealth of Massachusetts and any other public agencies and/or instrumentalities of said Commonwealth of Massachusetts.

I further certify that the above authority is still in effect and has not changed or modified in any respect.


John R. Souza, Secretary of P. A. Landers, Inc.

A true copy:


John R. Souza, Secretary of P. A. Landers, Inc.

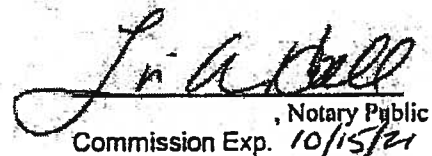
Dated: May 18, 2018

COMMONWEALTH OF MASSACHUSETTS

PLYMOUTH, SS

On this 18th day of May, 2018, before me, the undersigned notary public, personally appeared John R. Souza, proved to me through satisfactory evidence of identification, which was a Massachusetts drivers license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.




Lori A. Hall, Notary Public
Commission Exp. 10/15/21

CORPORATE OFFICES

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Construction &
Equipment Divisions

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Aggregate Divisions

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Aggregate Division

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