

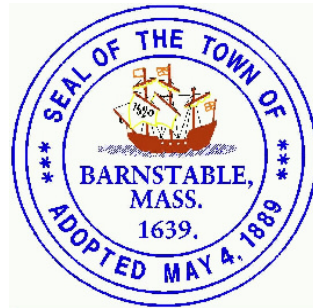
INVITATION FOR BID

TOWN OF BARNSTABLE

DEPARTMENT OF PUBLIC WORKS

CONSTRUCTION SPECIFICATIONS FOR THE

2010 CHIP SEAL OF VARIOUS ROADS



FEBRUARY 8, 2010

Bid due: February 25, 2010, 2:00 pm

Pre-Bid Meeting: February 18, 2010, 2:00 pm

Town of Barnstable, School Administration Building
230 South St., 4th Floor, Hyannis, MA

It is the responsibility of every bidder who receives this bid and all associated documents electronically to check for any addenda or modification to this solicitation, if they intend to respond. The Town of Barnstable accepts no liability to provide accommodation to bidders who submit a response based upon an out of date solicitation document. 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.

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SECTION 1

INVITATION FOR BID

The Town of Barnstable is requesting bids, for the following:

2010 CHIP SEAL OF VARIOUS ROADS

Sealed bids will be received at the Department of Public Works, Town of Barnstable, School Administration Building, 230 South Street, 4th Floor, Hyannis, MA 02601 until **2:00 P.M. on February 25, 2010.**

The work will consist of

Preparation for and chip sealing of various roadways in the Town of Barnstable, approximately 23,483 linear feet (4.45 miles). The Contractor shall be responsible for the delivery and placement of rubberized asphalt emulsion and crushed stone aggregate material. The Contractor shall, upon direction of the Engineer, prepare the road surface by sweeping, crack sealing, patching and milling. The Contractor shall protect valve boxes, drainage and sewer grates and covers prior to placement of emulsion. The Contractor shall provide all traffic control signage and police details necessary to complete the work and perform all sweeping and disposal of excess material. After completion of the chip seal operations the Contractor shall replace all traffic control lines and wording.

The contractor shall furnish all equipment, tools, labor and materials to complete project in accordance with specifications.

Bid specifications may be obtained at the Town of Barnstable website at www.town.barnstable.ma.us. Bids shall be in a sealed envelope bearing the words “**2010 CHIP SEAL OF VARIOUS ROADS**”. Bids will be publicly opened in the office of the Department of Public Works, at the address indicated above, on February 25, 2010.

The successful bidder will be required to furnish a payment bond each in the amount of one hundred (100%) percent of the contract amount.

To receive consideration, proposals shall be submitted on the appropriate forms no later than the above date and time schedule for the opening. Proposals must be accompanied by a bid security in the amount of **five (5%) percent of the bid price.** If, upon acceptance of the bid, a Bidder fails to enter into a Contract with the Town of Barnstable, the bid security shall be forfeited to and become the property of the Town. To receive consideration, proposals shall be submitted no later than the above date and time for the opening. Failure to comply with the requirements of this paragraph may be deemed to render a proposal non-responsive. OSHA certification required.

A pre-bid conference will be held on February 18, 2010 **at 2:00 PM** at the Town of Barnstable, School Administration Building, 4th floor, 230 South Street, Hyannis, MA 02601.

Minority Business Enterprise (MBE) and Women's Business Enterprise (WBE) policies of the Town of Barnstable are applicable. The "Fair Share" construction goal for this project is a minimum of seven point four (7.4%) percent MBE participation and four (4%) percent WBE participation, by state certified MBEs and WBEs. Within five days after the Bid Opening, the Bidder shall submit a "Schedule for Participation by Minority Business Enterprises" with accompanying Letters of Intent by each minority

subcontractor proposed to be used by the Bidder. The Bidder shall submit a "Schedule for Participation by Women Business Enterprises" with accompanying Letters of Intent by each WBE subcontractor to be used by the Bidder. The Letters of Intent shall include, among other things, the contract items the M/WBE is proposing to perform and the prices that the M/WBE proposed to charge for the work. Original signed copies of the letters will be required prior to the signing of a contract. The Schedule of Participation shall list these M/WBE subcontractors with whom the Contractor intends to contract and state the total price to be paid each M/WBE contractor as taken from each Letter of Intent submitted with the bid. The Bidder shall submit a copy of current SOMWBA letter of Minority Business Enterprise or Women Business Enterprise Certification for each subcontractor. Failure to comply with the requirements of this paragraph may be deemed to render a proposal non-responsive.

Full compliance with Federal, State and Municipal Wage Laws is required of all work done for the Town of Barnstable. Minimum Wage Rates as determined by the Commissioner of Department of Labor and Industries under the provision of the Massachusetts General Laws, Chapter 149, Section 26 to 27D, as amended, apply to this project. It is the responsibility of the contractor, before bid opening, to request if necessary, any additional information on Minimum Wage Rates for those trades people who may be employed for the proposed work under this contract.

Contractors shall be required to comply with all applicable Massachusetts General Law Chapter 30 S.39M, and all other applicable Massachusetts General Laws.

Bidders are not to include in their Bid Proposal sales and compensating use taxes on materials and supplies purchased for this project. All materials used are tax exempt.

A weekly certified payroll submittal shall be required of the successful bidder in accordance with MGL C149, S27B. No payments will be made by the Town until all payroll information necessary for the Town to determine compliance with prevailing wage law requirements for the time period of the payment request have been submitted.

The Contractor shall not discriminate with regard to the personnel employed on this project on the basis of race, color, creed, national origin, gender, sexual preference, handicap or age.

The Town of Barnstable reserves the right to reject any or all proposals or to accept any proposal that appears to be in the best interest of the Town.

END OF SECTION

SECTION 2

INSTRUCTIONS TO BIDDERS

1. SECURING DOCUMENTS

- A. The Notice to Bidders, Instructions to Bidders, General Conditions, Special Conditions, Contract Agreement, Payment Bond, Labor Rates, Itemized Proposal, and Application and Certification for Payment and all other documents in these Project Specifications and Drawings referenced in the Agreement, as well as any addenda issued prior to receipt of bids, compose the Contract Documents.
- B. Copies of these documents are available on Town website at www.town.barnstable.ma.us. All questions regarding this invitation should be addressed to Johanna Boucher at the above telephone number or email at johanna.boucher@town.barnstable.ma.us.

2. BID FORMS

- A. All bids must be submitted on the forms bound herein. All blank spaces in the proposal form shall be properly completed in ink and all erasures and corrections initialed by the contractor.
- B. All bids must be submitted to the above address in a sealed envelope containing the bid, properly marked "2010 CHIP SEAL OF VARIOUS ROADS".

It is the responsibility of the bidder to insure that bids are delivered to the specified location prior to the time and date designated.

- C. The Town may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids, except as limited under the General Laws, Chapters 30 and 149, applicable sections, as amended to date.
- D. Any bid received after the time and date designated will not be considered.

3. BID SECURITY

- A. Bid Security in the amount of FIVE PERCENT (5%) of the bid dollars shall accompany each proposal. At the option of the Bidder, the security may be a bid bond issued by a surety authorized to do business in the Commonwealth, certified check, or treasurer's or cashier's check issued by a responsible bank or trust company, payable to the Town of Barnstable. Personal checks and cash will not be accepted.
- B. The bid security shall secure the execution of the Contract and the furnishing of a payment bond by a successful bidder.
- C. Should any bidder to whom an award is made fail to enter into a Contract therefore within ten (10) days, Saturdays, Sundays, and legal holidays excluded, after notice of award has been mailed to him or fail within such time to furnish a Payment Bond as required, the amount so received from such bidder through their bond, certified check, treasurer's or cashier's check as bid deposit shall become the property of the Town of Barnstable, as liquidated damages; provided that the amount of the bid deposit which becomes the

property of the Town of Barnstable shall not, in any event, exceed the difference between their bid price and the bid price of the next lowest responsible and eligible bidder; and that provided further that in the case of death, disability, bona fide clerical or mechanical error of a substantial nature, or other unforeseen circumstances affecting the bidder, their deposit shall be returned to them.

- D. Bid deposits of the three lowest responsible and eligible bidders will be held by the Awarding Authority during the time stipulated for the execution of the contracts and the submission of the performance bonds, and may be disposed of in such a manner as will accomplish the purpose for which they are submitted. After expiration of such period, bid guarantees not disposed, or the amounts thereof, will be returned within five (5) days, Saturdays, Sundays and legal holidays excluded.

4. DEFINITIONS

- A. All definitions set forth in the General Conditions are applicable to all bidding documents, which include the Advertisement, Instructions to Bidders, Addenda issued prior to receipt of general bids.
- B. Addenda are written or graphic instruments issued prior to the execution of the contract which modify or interpret the bidding documents, including drawings and specifications, by additions, deletions, clarifications or corrections. Addenda will become part of the Contract Documents upon execution of the Agreement.

5. BIDDER'S REPRESENTATION

- A. Each bidder, in submitting their proposal, represents that they have read and understood the bidding documents.
- B. Each bidder represents that they have visited the site, familiarized themselves with the local conditions under which the work is to be performed, compared the site with the drawings and specifications, satisfied themselves of the conditions of delivery, handling and storage of materials, and all other matters that may be incidental to the work, including subsurface conditions before submitting their proposal.
- C. Each bidder represents that their bid is based upon the materials and equipment described in the bidding documents, including any addenda issued thereto.
- D. Submission of a proposal will be considered as evidence of the bidder's representation. No allowance will subsequently be made to the successful bidder by reason of any error or omission on his part, due to his neglect in complying with the requirements of this article, except with respect to conflicts with the General Laws.

6. EXAMINATION OF BIDDING DOCUMENTS

Each bidder shall examine the bidding documents carefully and, not later than seven (7) days prior to the date for receipt of bids, shall make a written request to the Purchasing Agent for interpretation or correction of any ambiguity, inconsistency or error therein which they may discover. Any interpretation or correction will be issued as an addendum by the Purchasing Agent. Only interpretations or correction by addendum shall be binding. No bidder shall rely upon any interpretation or correction given by any other method.

7. ADDENDA

- A. Prior to the receipt of the bids, addenda will be forwarded to each person or firm recorded by the Procurement & Risk Management as having received the bidding documents and will be available for inspection wherever the bidding documents are kept available for that purpose.
- B. Addenda issued during the time of bidding shall be listed on proposal forms in the space provided. Failure of a bidder to receive any addendum shall not release the bidder from any obligations under their bid, provided said addendum was sent by telegram, by U.S. mail, or successful facsimile to the address furnished by the bidder for transmittal of mail. Telegraphic addenda will be confirmed by U.S. mail.

8. REJECTION OF PROPOSALS

The bidder acknowledges the right of the Town of Barnstable to reject any or all bids and to waive any informality or irregularity in any bid received. In addition, the bidder recognizes the right of the Town of Barnstable to reject a bid if the bidder fails to furnish any required bid security, or fails to submit the data required by the bidding documents, or if the bid is in any way incomplete or irregular.

9. QUALIFICATIONS OF BIDDER

- A. Any bidder, if requested, shall submit a financial statement, experience records, and an equipment schedule, on forms to be provided by the Town of Barnstable. Financial statements shall reflect true financial conditions of bidder within three months prior to date of bid opening and shall be validated by a Certified Public Accountant.
- B. A bidder, in order to be eligible for the contract, must be able to show their financial ability to carry on the work until the project is complete and accepted by the Town of Barnstable.

10. PAYMENT BOND

- A. Within five (5) days after the date of Notice of Award of Contract, Saturdays, Sundays and legal holidays excluded, the bidder to whom the award is made shall furnish Payment bond, equal to the one hundred (100%) percent of the amount of the contract price to guarantee the faithful performance of all terms, covenants and conditions of the same. The bond to be issued by an acceptable bonding company qualified to do business under the laws of the Commonwealth of Massachusetts and satisfactory to the Town of Barnstable.
- B. The payment bond shall guarantee that the contractor shall pay in full all persons, firms or corporations who furnish labor or material or both labor and materials for, or on account of the work included herein. Payment bonds will be in effect until such time as the contractor furnishes proof that payment in full has been made for all materials used on the contract work. The bonds shall be paid for by the contractor. The Town of Barnstable shall have the right to demand proof that parties signing the bonds are duly authorized to do so.
- C. Every such bond shall have a power of attorney attached thereto, authorizing the Town of Barnstable to enter judgment thereon in any court in the United States of America or elsewhere against the obligors therein named for the amount therein named and shall be conditioned for the honest and faithful compliance with all provisions of the bidder or bidders.
- D. Payment Bond forms are provided in these bid documents.

11. SUBSTITUTIONS

- A. The Bid shall be based on using the materials or products as specified and provided. Where several materials are specified by name for one use, any of those so specified may be supplied.
- B. Whenever the specified products or class of materials is specified exclusively by trade name, by manufacturer's name or by catalog reference, only such items shall be used, unless the Town's written approval for substitution is secured in accordance with the Conditions of the Contract.

12. WORK TIME LIMITS

- A. Contractor shall furnish a proposed work schedule, in writing, with their bid. A final work schedule shall be submitted at the time of delivery of the property executed contract and contract bonds to the Awarding Authority, allowing for completion of the contract work prior to the date specified below and appearing on the Contract Form.

Thereupon the Town of Barnstable will review the completed documents and proposed schedule, ask for revisions or corrections, or issue a "NOTICE TO PROCEED" indicating its agreement with final contract terms.

- B. Work schedule is to be determined as mutually agreed between Town and Contractor at the time of award.

13. TAX EXEMPTION

The project is exempt from payment of Massachusetts sales tax to the extent permitted by MGL c.64H, Subsection 6F. Exemption Certificate E-046-001-079 shall be used in lieu thereof.

14. ACCEPTANCE OF PROPOSALS

Within thirty (30) days after the opening of the proposals the Town of Barnstable will act upon them. The acceptance of a proposal will be a Notice of Acceptance in writing signed by a duly authorized representative of the Town of Barnstable and accompanied by Contract and Payment Bond forms. No other act of the Town of Barnstable shall constitute the acceptance of a proposal. The acceptance of the proposal shall bind the successful bidder to the contract. The rights and obligations provided for in the contract shall become effective and binding upon the parties only upon its formal execution.

15. TIME FOR EXECUTING CONTRACT AND PROVIDED CONTRACT BOND

- A. Any contractor whose proposal shall be accepted will be required to execute the contract and furnish contract bonds within five (5) days, Saturdays, Sundays and legal holidays excluded after the notice that the contract has been awarded to them.

16. PAYMENT OF EMPLOYEES

- A. For work done in the Town of Barnstable, the payment for employees of the contractor and any or all sub-contractors and suppliers shall comply with the wage scale current at the commencement of construction, as published by the Department of Labor and Industries, under provisions of the Massachusetts General Laws. The contractor and each of his sub-contractors and suppliers shall pay each of their employees engaged in work on the project under the contract in full, less deductions made mandatory by law, and not less often than once a week. All forms required by local authorities, the Commonwealth of Massachusetts, and the United States Government, shall be properly submitted. No payments will be made on any application for payment until all required payroll and Affirmative Action/Equal

Opportunity information for the period covered by the application has been submitted to the Town.

- B. A copy of applicable wage rate schedules is attached and forms part of the contract documents.

17. WITHDRAWAL OF PROPOSALS

- A. At any time prior to the scheduled closing time for receipt of proposals, any bidder may withdraw his proposal, either personally or by telegraphic or written request. If withdrawal is made personally, proper receipt shall be given therefore.
- B. After the scheduled time for receipt of proposals and before award of contract, no bidder will be permitted to withdraw his proposal unless said award is delayed for a period exceeding thirty (30) days. Negligence on the part of the bidder in preparing his bid confers no rights for the withdrawal of the proposal after it has been opened.

18. TIME FOR COMPLETION

- A. The work shall commence at the time stated in the notice to the Contractor to proceed and shall be substantially completed as indicated. Notice to proceed may be given to the Bidder on any date after the Bidder has executed the contract and furnished the payment bond with all insurance herein required. The Town and the Contractor recognize that time is of the essence to this agreement in regard to the safety and security of the children within the Town.

END OF SECTION

SECTION 3

GENERAL CONDITIONS

1. CONTRACT DOCUMENTS

- A. The Contract Documents consist of the Agreement, the General Conditions, Special and other Conditions, the Drawings, the Specifications, all Addenda issued prior to the execution of this Agreement, all amendments, Change Orders, and written interpretations of the Contract Documents issued by the Town. These form the Contract and what is required by any one shall be as binding as if required by all. The intention of the Contract Documents is to include all labor, materials, equipment and other items necessary for the proper execution and completion of the Work and the terms and conditions of payment therefore, and also to include all Work which may be reasonably inferable from the Contract Documents as being necessary to produce the intended results.
- B. The Contract Documents shall be signed in not less than quintuplicate by the Town of Barnstable and the Contractor. By executing the Contract, the Contractor represents that he has visited the site and familiarized himself with the local conditions under which the Work is to be performed.
- C. The term Work as used in the Contract Documents includes all labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.

2. TOWN OF BARNSTABLE

- A. The Town of Barnstable will provide general administration of the Contract.
- B. The Town of Barnstable shall at all times have access to the Work wherever it is in preparation and progress.
- C. The Town of Barnstable 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 Town of Barnstable, they will endeavor to guard against defects and deficiencies in the Work of the Contractor. The Town of Barnstable will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Town of Barnstable will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and they will not be responsible for the Contractor's failure to carry out the Work in accordance with Contract Documents.
- D. Based on such observations and the Contractor's Application for Payment, the Town of Barnstable will determine the amounts owed to the Contractor and will issue Certificates for Payment in accordance with Paragraph 8.
- E. The Town of Barnstable will be, in the first instance, the interpreter of the requirements of the Contract Documents.
- F. The Town of Barnstable will have authority to reject Work that does not conform to the Contract Documents.

3. CONTRACTOR

- A. The Contractor shall perform, supervise, and direct the Work, using their best skill and attention. The Contractor shall be solely responsible for all construction and installation

means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

- B. Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work.
- C. The Contractor warrants to the Town of Barnstable that all materials and equipment incorporated in the work will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards may be considered defective.
- D. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, orders of any public authority bearing on the performance of Work, and shall notify the Town of Barnstable if the Drawings and Specifications are at variance therewith.
- E. The Contractor shall be responsible for the acts and omissions of all their employees and all Subcontractors, their agents and employees and all other persons performing any of the Work under a contract with the Contractor.
- F. The Contractor shall review, stamp with their approval and submit all samples and shop drawings as required and as directed for approval of the Town of Barnstable for conformance with the design concept and with the information given in the Contract Documents. The Work shall be in accordance with approved samples and shop drawings.
- G. The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by their operations. At the completion of the Work they shall remove all their waste materials and rubbish from and about the Project as well as their tools, construction equipment, machinery and surplus materials and shall clean all glass surfaces and shall leave the Work "broom clean" or its equivalent, except as otherwise specified. At the end of each workday, the Contractor will be responsible to secure the building openings being worked on in a manner satisfactory to the Owners Project Manager.
- H. The contractor shall indemnify and hold harmless the Town and the Town of Barnstable and their agents and employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the Work, caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts of any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. In any and all claims against the Town of Barnstable or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone whose acts of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor of any Subcontractor under Workmen's Compensation acts, disability benefits acts or other employee benefits acts.
- I. The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the Town of Barnstable at once.
- J. The Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required when bids are received or negotiations concluded.

4. SUBCONTRACTS

- A. A Subcontractor is a person who has a direct contract with the Contractor to perform any of the work at the site.
- B. Unless otherwise specified in the Contract Documents or in the Instructions to Bidders, the Contractor, as soon as practicable after the award of the Contract, shall furnish to the Town of Barnstable in writing, a list of the names of Subcontractors proposed for the principal portions of the Work. The Contractor shall not employ any Subcontractor to whom the Town of Barnstable may have a reasonable objection. Contracts between the Contractor and the Subcontractor shall be in accordance with the terms of this Agreement and shall include the General Conditions of this Agreement insofar as applicable.

5. SEPARATE CONTRACTS

The Town of Barnstable has the right to let other contracts in connection with the Work and the Contractor shall properly cooperate with any such other contractors.

6. ROYALTIES AND PATENTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and shall save the Town of Barnstable harmless from loss on account thereof.

7. TIME

- A. All time limits stated in the Contract Documents are of the essence of the Contract.
- B. If the Contractor is delayed at any time in the progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in transportation, unavoidable casualties, causes beyond the Contractor's control, or by any cause which the Town of Barnstable may determine justified the delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Town of Barnstable may determine.

8. PAYMENTS

- A. Payments shall be made as provided under Special Conditions, Section 4.0.
- B. Payments may be withheld on account of 1) defective work not remedied, 2) claims filed, 3) failure of the Contractor to make payments properly to the Subcontractors or for labor, materials, or equipment, 4) damage to another contractor, 5) non-submission of required payroll and workforce documents, or 6) unsatisfactory prosecution of the Work by the Contractor.
- C. Final payments shall not be due until the Contractor has delivered to the Town of Barnstable a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Town of Barnstable indemnifying him against any lien.
- D. The making of final payments shall constitute a waiver of all claims by the Town of Barnstable except those arising from 1) unsettled liens, 2) faulty or defective Work appearing after Substantial Completion, 3) failure of the Work to comply with the requirements of the Contract Documents, or 4) terms of any special guarantee required by

the Contract Documents. The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and still unsettled.

9. PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. They shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to 1) all employees on the Work and other persons who may be affected thereby 2) all the Work and all the materials and equipment to be incorporated therein, and 3) other property at the site or adjacent thereto. He shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss.

All damage or loss to any property caused in whole or in part by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the Contractor, except damage or loss attributable to faulty Drawings or Specifications or to the acts or omissions of the Town of Barnstable or anyone employed by either of them or for whose acts either of them may be liable but which are not attributable to the fault or negligence of the Contractor.

10. CONTRACTOR'S LIABILITY INSURANCE

The Contractor shall purchase and maintain such insurance as will protect them from claims under workmen's compensation acts and other employee benefit acts, for claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from the Contractor's operations under this Contract, whether such operations be by themselves or by any Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than any limits of liability specified as part of this Contract, or required by law, whichever is greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under Paragraph 4-3. Certification of such insurance shall be filed with the Town of Barnstable, to the attention of Risk Management, 230 South Street, Hyannis, MA 02601.

11. TOWN OF BARNSTABLE'S LIABILITY INSURANCE

The Town of Barnstable shall be responsible for purchasing and maintaining their own liability insurance and, at their option, may maintain such insurance as will protect them against claims which may arise from operations under this Contract.

12. CHANGES IN THE WORK

- A. The Town of Barnstable 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 Town of Barnstable or their duly authorized agent.
- B. The Contract Sum and the Contract Time may be changed only by Change Order.
- C. The cost or credit to the Town of Barnstable from a Change in the Work shall be determined by mutual agreement.

13. CORRECTION OF WORK

The Contractor shall correct any Work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the Work, and shall remedy any defects due to faulty materials, equipment or workmanship which appear within a period of one year from the Date of Substantial Completion of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Document. The provisions of this Paragraph apply to Work done by subcontractors as well as to Work done by direct employees of the Contractor.

14. NON-DISCRIMINATION

All unions, vendors, and contractors which the Town of Barnstable deals with are notified that the Town of Barnstable is an equal employment opportunity employer and that the Town of Barnstable requires the utilization of employees, and referral of potential employees without regard to race, color, national origin, sex, handicap or age. All entities with contractual agreements with the Town of Barnstable are informed of the Town of Barnstable's policy and are required to initiate a program of non-discrimination.

15. WAGE RATES

Full compliance with applicable Federal, State and Municipal Wage Laws is required on all work done for the Town of Barnstable. Prevailing Wage Rates sheets issued for this specific project for the Town of Barnstable attached hereto applies to this requirement.

16. AFFIRMATIVE ACTION PROGRAM

The Town of Barnstable will require contractors and subcontractors involved in local municipal projects to abide by the Affirmative Action guidelines attached, which form a part of this contract, if applicable based on dollar threshold.

17. FORCE MAJEURE

The Contract shall be subject to Force Majeure considerations and in the event that either party hereto shall be prevented from the performance of any act required there under by reasons of strikes, lockouts, labor trouble, inability to procure materials, failure of power, fire, winds, Acts of God, riots, insurrections, war or other reason of a like nature not reasonable within the control of the party in performing any obligations shall be excused for the period of non-performance, and the period for the performance of such obligation shall be extended for an equivalent period for no additional cost to the Owner.

Continued failure to perform for periods aggregating sixty (60) or more days, even for causes beyond the control of the Contractor, shall be deemed to render performance impossible, and the Owner shall thereafter have the right to terminate this agreement in accordance with the provisions of the section entitled "Termination of Contract".

18. TERMINATION OF CONTRACT

Subject to the provisions explaining Force Majeure, if the Contractor shall fail to fulfill in a timely and satisfactory manner its obligations under this agreement, or if the Contractor shall violate any of the covenants, conditions, or stipulations of this agreement, which failure or violation shall continue for seven (7) business days after written notice of such failure or violation is received by the Contractor, then the Owner shall thereupon have the right to terminate this agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination.

SECTION 4

SPECIAL CONDITIONS

1. MEASUREMENT AND PAYMENT

A. Method of Payment to Contractor

1. The Contractor shall make monthly estimates of the materials complete in place and the amount of work performed in accordance with the Contract.
2. The estimates will be itemized on the sheets provided for review and approval by the Town and submitted prior to the twentieth of each month during the construction period. 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 on subsequent estimates.
3. Five (5%) percent of all payments due the Contractor for work done and materials furnished will be withheld until final completion of the work under the provisions of G.L. Ch. 30, Section 39G.
4. The acceptance by the Contractor of the final payment, including the retainage of five (5%) percent, shall operate as a release to the 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. 30, Section 39G.
5. The payment to the Contractor of said final payment does not, however, release them or their sureties from any obligation under this Contract.

B. Town's Right to Withhold Payments

1. The Town may withhold from the Contractor so much of any approved payment due them as may in the judgment of the Town be necessary:
 - A. To assure payments of just claims then due and unpaid of any persons supplying labor or materials for the work:
 - B. To protect the Town from loss due to defective work not remedied; or
 - C. To protect the Town from loss due to injury to persons or damage to the work or property of other contractors, subcontractors or others, caused by acts or neglect of the Contractor or their sub-contractors.
2. The Town shall have the right as agent for the Contractor to apply any such amounts so withheld in such manner as the Town may deem proper to satisfy such claims or to secure such protection.
3. No payments shall be made to the Contractor by the Town until all payroll and workforce records for the period of the application have been submitted to the Town.

2. PARTIAL AWARD

- A. The Town of Barnstable reserves the right to award all or part of the Contract item stated in the specification or to reduce the amount of work under any item by agreement with the lowest eligible bidder.

3. INSURANCE

- A. **Indemnification** - Contractor will indemnify and hold harmless the Town of Barnstable and its employees against any and all claims for damages on account of bodily injury, including death, property damage, personal injury, and advertising injury by any act or omission due to negligence of the Contractor, subcontracts, its agents, or employees to any property of or under the control of the Town of Barnstable during the term or any extension of the resultant agreement, and in case of any action or actions or other legal proceedings shall be brought or instituted against the Town of Barnstable on account of any such claims, Contractor shall indemnify and hold harmless the Town of Barnstable. However, should the claim be due to the negligence of the Town of Barnstable and/or its employees, Contractor shall be held harmless, provided that nothing contained herein or elsewhere in this agreement constitutes an express or implied waiver of the Town of Barnstable's limited liability.

- B. **General Insurance** - The Contractor shall, before commencing performance of the contract, be responsible for providing and maintaining insurance coverage in force for the life of the contract of the kind and in adequate amounts to secure all of the obligations under the contract and with insurance companies acceptable to the Town of Barnstable. All such insurance carried should not be less than the kinds and amounts designated herein, and the Contractor agrees that the stipulation herein of the kinds and limits of coverage shall in no way limit the liability of the Contractor to any such kinds and amounts of insurance coverage. Under all insurance coverage, required or not required by the Town, the Contractor shall indemnify, and hold harmless the Town of Barnstable, its elected or duly appointed offices, directors and employees against any claim based upon negligent, accidental or intentional acts or omissions of the contractor, its employees or its agents in providing its services to employees of the municipality or their dependants pursuant to the agreement.

With the exception of Professional Services Liability for architects, designers and engineers, and Worker's Compensation, the Town of Barnstable and its employees must be named as an additional insured and a certificate of insurance will be provided indicating such for each of the insurance policies or surety bonds obtained pursuant to the requirements established by the issuance of the contract. Upon execution of the contract the Contractor will provide copies of certificates of insurance to the Town of Barnstable, Administration & Technical Support Division and Procurement & Risk Management.

Failure to provide and continue in force such insurance as aforesaid may be deemed a material breach of this contract, and may constitute sufficient grounds for immediate termination of the same. All insurance maintained as provided for in the above shall be taken out and maintained at the sole expense of the Contractor. Annually, at time of vendor's policy renewal, updated insurance certificates shall be sent to the Town of Barnstable.

No cancellations of such insurance, whether by the insurer or by the insured party shall be valid unless written notice thereof is given by the parties proposing cancellation to the other

party and to the Town of Barnstable at least thirty (30) days prior to the intended effective date thereof, which date shall be expressed in said notice, and which shall be sent out by registered mail, return receipt requested. These provisions shall apply to the legal representatives, trustees in bankruptcy, receiver, assignee, and/or the successor in interest of the Contractor.

All insurance coverage shall be placed with such company as may be acceptable to the Town of Barnstable and shall constitute a material part of the contract documents.

C. Comprehensive General Liability Insurance

The Contractor shall carry Commercial General Liability Insurance with an each occurrence limit of liability no less than One Million Dollars (\$1,000,000.00) and a general aggregate limit of liability no less than Two Million Dollars (\$2,000,000.00); and a Products/Completed Operations (*as may be required*) Aggregate limit no less than Two Million Dollars (\$2,000,000.00) for all injury and damages to or destruction of property during the policy period.

D. Automobile Liability and Property Damage Insurance

The Contractor shall carry business Automobile Liability Insurance covering all owned vehicles with a combined single limit no less than One Million Dollars (\$1,000,000.00) to cover all damage caused by contracted employees of the awarded Contractor. Level of insurance must adequately cover the liability exposure of project site and is subject to Town of Barnstable Risk Manager approval.

E. Workers' Compensation Insurance

The Contractor shall carry Workers' Compensation Insurance as required by Massachusetts General Law, c. 152, and Section 25, with a minimum limit of Employer's Liability as per Massachusetts General Law requirements.

F. Excess Liability Insurance

The Contractor shall carry excess liability insurance of not less than One Million Dollars (\$1,000,000.00) covering over general liability, automobile, and worker's compensation insurance.

END OF SECTION

SECTION 5

PROPOSAL SUBMITTALS **(PLEASE SUBMIT WITH BID)**

The following pages in Section 5 must be filled out in their entirety by the Bidder and submitted with the bid. Additionally 5% bid deposit must be submitted by the Bidder.

Form for General Bid	Page 19
Payment Bond	Page 31
State Tax Certification Clause	Page 64
Certificate of Non-Collusion	Page 68
OSHA Certification	Page 69
Reference Sheet	Page 71

MBE/WBE Participation compliance documentation to be submitted within five (5) days of bid opening.

BID FORM

Contractor Name: _____

**2010 CHIP SEAL OF VARIOUS ROADS
CONTRACT # 02-000-10-001**

And he/she agrees that if this BID is accepted he/she will contract with the Owner, as provided in the copy of the Contract Documents deposited in the office of the Engineer, this BID form being part of said Contract Documents, and that he/she will perform all the work and furnish all the materials and equipment, and provide all labor, services, plant, machinery, apparatus, appliances, tools, supplies and all other things required by the Contract Documents in the manner and within the time therein prescribed and according to the requirements of the Engineer as therein set forth, and that he/she will take in full payment therefore the lump-sum to each item of the Work as stated in the schedule that follows:

UNIT BID PRICES

ITEM NUMBER	QUANTIT Y	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE		AMOUNT	
			DOLLAR S	CENTS	DOLLAR S	CENTS
850.	L.S	Traffic Control _____ Dollars () per Lump Sum				
466.	59,083 S.Y.	Stress Absorbing Membrane Layer _____ Dollars () per Square Yard				
864.00	500 S.F.	Pavement Arrows, Bars, Stripes & Legends (Reflectorized White) _____ Dollars () per Square Foot				
860.04	46,966 FT	4 Inch Reflectorized White Lines _____ Dollars () per Linear Foot				
861.04	46,966 FT.	4 Inch Reflectorized Yellow Lines _____ Dollars () per Linear Foot				

ITEM NUMBER	QUANTITY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE		AMOUNT	
1000.00	4,700 GAL.	Crack Seal Material _____ Dollars () per Gallon				
460.0	700 TON	Shimming as required, including Tack Coat _____ Dollars () per Ton				

A. This bid includes Addenda Numbered _____

B The proposed contract price is _____

_____ DOLLARS \$ _____

Note: The Owner reserves the right to delete any of the above unit bid items.

(Note: Bidders must bid on each item. All entries in the entire BID must be made clearly and in ink; bid prices must be written in both words and figures.)

(Bidders should insert extended item prices obtained from quantities and unit prices.)

The undersigned agrees that, if he is selected as contractor, he will within five (5) days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid and furnish a payment bond, of a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the awarding authority and each in the sum of the contract price, the premiums for which are to be paid by the contractor and are included in the contract price.

The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that he will comply fully with all laws and regulations applicable to awards made subject to Section Forty-four A of Chapter 149 of the Massachusetts General Laws.

The undersigned hereby certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person, joint venture, partnership, corporation or other business or legal entity.

Date: _____

Firm Name

By: _____
Authorized Signature & Title

Business Address

Print Name & Title

City

State

Zip

Telephone

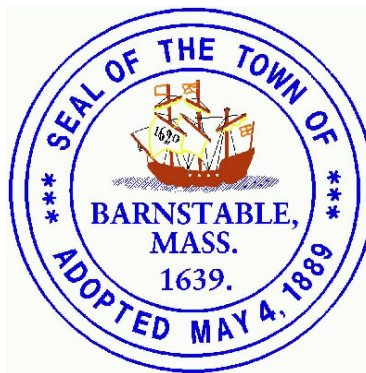
Facsimile: _____

Email Address: _____

SECTION 6

TOWN OF BARNSTABLE

MINORITY / WOMEN BUSINESS ENTERPRISE PLAN (MBE / WBE)



Johanna F. Boucher
Purchasing Agent/Contract Compliance Officer
230 South Street
Hyannis, MA 02601
Tel (508) 862-4741
Fax (508) 862-4717
johanna.boucher@town.barnstable.ma.us

(Revised 3/6/2008)

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- Attachment A Procedure for pre-advertising adjustment of MBE/WBE participation goals (town requested)
- Attachment B Procedure for pre-bid reduction/waiver of MBE/WBE participation goals (contractor requested)
- Attachment C MBE/WBE Requirements – Bidding Instructions (include with bid documents)
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Forms

- CC Form 1 Schedule of Participation (contractor to complete)
- CC Form 2 Letter of Intent (contractor/subcontractor to complete)
- CC Form 3 Contractor Progress Payment Report (contractor to complete)
- CC Form 4 Contractor's Certification (contractor to complete)
- CC Form 5 Request for Waiver/Reduction Form (contractor to complete – with restrictions)
- CC Form 6 Weekly Payroll Records Report & Statement of Compliance (contractor)
- CC Form 7 Payroll Form (contractor to complete)
-
- CC Form A Start of Construction Notification Form (contractor to complete)
- CC Form B Project Completion Notification Form (contractor to complete)

Supplemental Equal Employment Opportunity Anti-discrimination and Affirmative Action Program

**TOWN OF BARNSTABLE
MINORITY/WOMEN BUSINESS ENTERPRISE (MBE/WBE)
PROGRAM OVERVIEW**

1. POLICY STATEMENT

It is the policy of the government of the United States of America, the Commonwealth of Massachusetts, and the Town of Barnstable that no person who is a member of a class which is protected under State and Federal law shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded entirely or in part by the Town, State, or Federal Government. It is the policy of the Town of Barnstable to comply with all Federal and State Laws which have been or shall be enacted for the purpose of eliminating discrimination in all phases of contractual procedures. Among the relevant laws and regulations are the following: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972; Chapter 151B of the Massachusetts General Laws; Executive Order 74, as amended by Executive Orders 116 and 117, and again amended by Executive Order 227 dated February 25, 1983; Executive Order 237, dated March 19, 1984; Executive Order 390 dated September 9, 1996; Federal Executive Order 11246 with amendment 11375; the Rehabilitation Act of 1973, as amended in 1974, Americans with Disability act of 1990; the Construction Reform Law, Chapter 193 of the Acts of 2004; and the revisions made to M.G.L.c.23A, §44 and M.G.L. c. 7, §40N. This is not intended to be a complete listing of the relevant orders, amendments and acts that relate to discrimination.

To further define the Town's Equal Opportunity/Affirmative Action policy: the Town's Minority/Women Business Enterprise Plan sets forth the administrative standards and procedures for the utilization of minority and female contractors, sub-contractors and suppliers of goods and services.

The Town of Barnstable strongly affirms that it will abide by such laws, regulations and procedures, and that this policy shall be administered at all levels with a positive, aggressive and supportive attitude.

John Klimm
Town Manager

2. Objective

The Town of Barnstable's Minority and Women Business Enterprise (MBE/WBE) Program is a set of specific procedures that has been formulated to implement the Town's policy of equal opportunity.

The main objective of the Town's policy is to provide any MBE/WBE who is able and willing to do business with the Town the access to bids, contracts and procurements Town-wide. In addition, this policy ensures that there is compliance with the goals established by the Town to promote the general use of minority workers and subcontractors. This policy also includes an active outreach program that assists MBE/WBE entities in becoming state certified and registered with the Town. The goal of equal opportunity coupled with the Town's commitment to ensuring that contractor's comply with affirmative action polices when hiring subcontractors or workers is the essence of the Town of Barnstable's minority business policy.

All of the Town of Barnstable bidding opportunities as posted on the Town of Barnstable Bid & RFP System at www.town.barnstable.ma.us and the current MBE/WBE Policy is posted on the Purchasing Homepage.

3. Responsibility for Implementation

A. TOWN MANAGER

The success of the Minority/Women Business Enterprise Plan is dependent upon the full cooperation and understanding of all individuals involved with the program. The Town Manager, as Chief Executive Officer, has overall responsibility for the Town's Minority/Women Business Enterprise Plan in conjunction with designated staff.

B. CONTRACT COMPLIANCE OFFICER

The Contract Compliance Officer (CCO) designated on the cover page, is responsible for the development, monitoring, coordination and reporting functions of the Minority/Women Business Enterprise Plan and is directly responsible to the Town Manager.

Nothing in this Plan shall be construed to require the utilization of any MBE/WBE which is either not qualified or unavailable.

4. Definitions

As used in this section, the following words shall, unless the context clearly requires otherwise, have the following meanings:

"Minority", a person with a permanent residence in the United States who falls into one or more of the categories below

CATEGORY	DEFINITION
American Indian	(or Native American) All persons having origins in any of the original peoples of North America, and who are recognized as an Indian by a tribe or tribal organization.
Asian	All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands including but not limited to China, Japan, Korea, India, the Philippines Islands and Samoa.
Black	All persons having origins in any of the Black groups of Africa, including, but not limited to, African-Americans, and all persons having origins in any of the original peoples of the Cape Verdean Islands.
Eskimo and Aleut	All persons having origins in any of the peoples of Northern Canada, Greenland, Alaska, and Eastern Siberia.
Hispanic	All persons of Mexican, Puerto Rican, Cuban, Central, South American, or Caribbean Island origin.
Portuguese	All persons having Portuguese origin. Portuguese persons shall only be included in the definition of minority if specifically set forth in programs funded by state transportation bond statutes.

"Awarding Authority", "Owner", "Town" means the Town of Barnstable (which includes the School Department and Barnstable Municipal Airport).

"Minority/Woman Business Enterprise" or "MBE/WBE" means any business certified by the State Office of Minority and Woman Business Assistance (SOMWBA) as a bonafide minority business enterprise. To be certified as an MBE/WBE, a business must demonstrate that it meets requirements as established in 425 CMR 2.00-State Office of Minority and Woman Business Assistance Regulations which include:

1. That minority-persons beneficially own and control at least 51% of the business; and
2. That minority persons have dominant control in the management and operation of the business; and

3. That minority persons have made a substantial investment in the business; and
4. That the business is an ongoing concern and that it was not created solely for the purpose of taking advantage of set-aside programs.

In the case of a joint venture between a SOMWBA certified MBE/WBE and a non-minority controlled enterprise, the joint venture shall be considered to be an MBE/WBE if the SOMWBA certified MBE/WBE which is part of the joint venture has more than 51% control over management of the project bid upon by the joint venture, and has the right to receive more than 51% of the profits that are derived from that project.

"Contractor" means the successful bidder to whom this contract has been awarded.

"Owner" means the contracting agency which has awarded this contract.

"SOMWBA" means the State Office of Minority and Woman Business Assistance established by G.L.C. 23A. SOMWBA maintains a listing of certified minority/female businesses. Unlisted minority/female businesses will be referred to SOMWBA for certification.

"State Assisted" means any project that is being funded in part or in whole by the Commonwealth of Massachusetts.

5. **Percentage Participation (CONTRACTS GREATER THAN \$100,000.00)**

Pursuant to the new Construction Reform Law, Chapter 193 of the Acts of 2004, and the revisions made to M.G.L.c.23A, §44 and M.G.L. c. 7, §40N, included by reference and thereby made a part of this policy, for any **State Assisted** building and public works projects, in whole or in part, shall have MBE and WBE goals for design and construction contracts for the planning, acquisition, design, construction, reconstruction, alteration, remodeling, repair or demolition of any state assisted building project by any municipality that includes funding provided by the Commonwealth, in whole or in part (such as funding under the School Building Assistance Program, MGLc90, § 34, legislative appropriation, CPA funding, grant awards, reimbursements, loans, etc.). This includes horizontal and vertical construction projects.

Further to the above requirement, the Town of Barnstable also requires MBE/WBE participation for **Town Funded** construction projects, as defined and in the participation requirement percentages as stated below, Section 5.A.

A. Construction (State Assisted Funding and Town Funded)

For construction contracts, the minimum amount of participation reserved shall be seven point four (**7.4%**) percent for Minority Business Enterprises (MBE's) including minority owned companies and banks and four (**4%**) percent for Woman Business Enterprises (WBE's) including Woman owned companies and banks, of the total bid price, or the percentage submitted by the contractor in the "Schedule for Participation by Minority Business Enterprises" as part of its bid, whichever is greater. The above stated percentage participation has been established with and approved by SOMWBA. Construction includes all vertical and horizontal construction.

The Town of Barnstable encourages MBE/WBE participation for all contracts, regardless of the dollars threshold stated herein.

B. Design (includes acquisition and planning) (State Assisted Funding Only)

For applicable state assisted design contracts, the minimum amount of participation reserved shall be eight (**8%**) percent for Minority Business Enterprises (MBE's) including minority owned companies and banks and four (**4%**) percent for Woman Business Enterprises (WBE's) including

female owned companies and banks, of the total bid price, or the percentage submitted by the contractor in the "Schedule for Participation by Minority Business Enterprises" as part of its bid, whichever is greater. The above stated percentage participation has been established with and approved by SOMWBA.

The Town of Barnstable encourages MBE/WBE participation for all contracts, regardless of the dollars threshold stated herein and the project's funding source.

Note: The participation of a DBE (Disadvantaged Business Enterprise), unless specifically called for in the terms of the Invitation for Bid, will not be considered a substitute for MBE/WBE participation percentages. Dual certification (MBE plus WBE) will not reduce the overall required percentage participation for both MBE and WBE as stated above in paragraph A. and B.

C. SOMWBA Certification/Market Area

All contractors shall use only MBE/WBE contractors that have been certified by SOMWBA and who are currently in good standing.

An MBE/WBE shall be considered available if the project is located in the market area of the MBE/WBE. The relevant market area of the Town of Barnstable is the Eastern Massachusetts area. However, efforts to locate minority contractors and suppliers need not be limited to this area.

6. **Monitoring and Reporting Procedures**

The CCO shall maintain records, documentation, and required reporting for the Town of Barnstable MBE/WBE activities to ensure compliance with the requirements of the Federal Government, State of Massachusetts, and the Town of Barnstable.

All bidding departments are required to report their MBE/WBE activities to the CCO including:

1. Notification of a project including a copy of the Bid Document prior to being advertised.
2. Pre-Bid Notification Date and Pre-Bid Conference attendance sheet.
3. Bid submission checklist

After the award of the contract, the following documents and information must be submitted by the contractor to the Owner's project manager, with a copy to the CCO. These records will be retained by the bidding departments in the project file in accordance to record retention policy:

1. Weekly Payroll Statement of Compliance (Included Form CC Form 6)
2. Start of Construction notice (Included Form CC Form A)
3. Project Completion Certification notice (Included Form CC Form B)

The CCO will actively conduct compliance reviews that will include, but are not limited to, the following:

1. Off-site or desk audits of contractors actual performance related to their submitted documents and participation commitments.

7. **Outreach**

The Town's MBE/WBE policy will be communicated, publicized and distributed to the greatest extent possible. It is the responsibility of the CCO to lead the Town in distributing the policy and gathering any feedback from the general public and local minority organizations.

A copy of the MBE/WBE policy will be available for public review in the Office of the CCO, on the Town of Barnstable Website (www.town.barnstable.ma.us), and at the Office of the Town Clerk.

In addition, each department head involved in the procurement of goods, services and the issuance of construction contracts will maintain a copy in their respective departments.

8. Waiver/Reduction Request

If a bidder has done due diligence in attempting to meet the participation requirements and has not been successful, the bidder may submit a waiver or reduction request in accordance with the requirements as defined in the MBE/WBE Bidding Instructions (MBE Requirements B) with all of the requested information stated therein.

Failure to submit MBE/WBE participation documentation within the stated timeline (see Attachment C) or sufficient support for a waiver request may result in the bid being deemed non-responsive. Waiver/Reduction forms will not be accepted after the bid opening.

If the waiver or reduction request is approved, an addendum shall be issued to the bid, revising the participation requirements in accordance with the approved waiver.

**TOWN OF BARNSTABLE
MBE/WBE REQUIREMENTS**

**PROCEDURE FOR TOWN OF BARNSTABLE FOR PRE-ADVERTISING ADJUSTMENT
OF MBE/WBE PARTICIPATION GOALS – Requested by the Awarding Authority**

A. Affirmative Marketing Participation Goals

Each Municipality must enforce the current Affirmative Marketing Goals developed by the Division of Capital Asset Management (DCAM) in consultation with SOMWBA. In support of this requirement, the Town of Barnstable's Affirmative Marketing Goals apply to the following:

1. All construction projects over \$100K – state assisted funding or town funded, and;
2. All design contracts over \$100K - state assisted funding projects only.

Participation Percentages are as follows:

Design Participation:	MBEs (8%) and WBEs (4%)
Construction Participation:	MBEs (7.4%) and WBEs (4%)

B. Criteria for Adjustment of Goals

In Accordance with Section 7 of Chapter 193 of the Acts of 2004, the Town Barnstable may file a written request with the Executive Director of the State Office of Minority and Women Business Assistance (SOMWBA), for the adjustment of participation goals, for an individual state-assisted building project, at any time prior to the advertising of the contract. Factors that may be considered in granting an adjustment of the project goals for design and/or construction include any or all of the following:

- Actual availability of certified Minority and/or Women Owned Business Enterprises (MBE/WBEs);
- The geographic location of the project;
- The scope of work of the project including the opportunities for sub-contracting and subdividing the work; and
- Other relevant factors.

C. Project Dollar Thresholds

Participation goals are encouraged for all projects. Participation goals apply to all constructions projects greater than \$100K and for state assisted funding design projects where the estimated fee is greater than \$100K.

D. Supporting Documentation for Design and Construction Projects

Documentation that will be considered in granting an adjustment will include, but are not limited to the following:

1. A general description of the project, a copy of the detailed project estimates, and the deadline for placement of project advertisements.
2. The reasons that the Awarding Authority or its representative has determined that there are no qualified MBE/WBEs.
3. Documentation after reviewing the MBE/WBE listings in the SOMWBA directory that there may be a lack of eligible MBE/WBEs to perform the design and construction contract work in the general region of the project.
4. Documentation after reviewing the MBE/WBE listings in the SOMWBA directory that there are no certified businesses within the scopes of work of the project including the opportunity for subcontracting after identifying all subcontracting opportunities.
5. Other Information - The Awarding Authority may also submit any other information supporting its request for adjustment of the MBE/WBE participation goals.

E. Request for Adjustment of Design and Construction Goals

1. As required by Chapter 193 of the Acts of 2004, the Awarding Authority must utilize the Standard Designer Application Form for Municipalities and Public Agencies not within Designer Selection Board (DSB) jurisdiction available on the DCAM web site under Cities and Towns at: <http://www.mass.gov/cam/DSB>.
2. Requests by an Awarding Authority for Adjustment of MBE/WBE Participation Goals on an individual state assisted project must be submitted in writing to the SOMWBA Construction Reform Project Manager at 10 Park Plaza, Suite 3740, Boston, MA 02116 or by e-mail at: John.Kineavy@state.ma.us, no less than fourteen (14) business days before the deadline for placement of advertisements for the contract.
3. Design and Construction Goals are separate goals and therefore, requests for adjustment must be applied for separately. Design participation may not be substituted for Construction participation, nor may Construction participation be substituted for Design participation. On modular projects the design services provided under the construction contract are construction-related participation.
4. The Requested Adjustment must include the reasons for the adjustment as well as any supporting documentation as described in paragraph D above.
5. A written response to the Request will be provided to the Awarding Authority prior to the advertising deadline.
6. Adjustment for MBE/WBE Participation Goals for NON-state assisted projects are subject to the Contract Compliance Officer's approval, subject to the same submittal requirements as stated in paragraph E.4 above.

**TOWN OF BARNSTABLE
MBE/WBE REQUIREMENTS**

**PROCEDURE FOR PRE-BID REDUCTION/WAIVER OF MBE/WBE
PARTICIPATION GOALS – Requested by the Contractor (bidder)**

I. Pre-Bid Reduction/Waiver Procedures

A. Affirmative Marketing Participation Goals

Each Municipality must enforce the current Affirmative Marketing Goals developed by the Division of Capital Asset Management (DCAM) in consultation with SOMWBA. In support of this requirement, the Town of Barnstable's Affirmative Marketing Goals apply to the following:

1. All construction projects over \$100K – state assisted funding or town funded, and;
2. All design contracts over \$100K - stated assisted funding projects only.

Participation Percentages are as follows:

Design Participation:	MBEs (8%) and WBEs (4%)
Construction Participation:	MBEs (7.4%) and WBEs (4%)

B. Criteria for Reduction/Waiver of Goals

Potential Bidders may request a reduction or waiver of goals on a project-by-project basis before bids are submitted. The Awarding Authority reserves the right to reduce or waive the MBE or WBE design and construction participation goals established for this Contract upon written request made by a general Bidder. In accordance with Section 7 of Chapter 193 of the Acts of 2004, such written request must demonstrate, to the satisfaction of the Awarding Authority that it is not feasible for a non-MBE or non-WBE general Bidder to meet the goals based upon a showing that good faith efforts have been made to comply with the participation goals. Factors that may be considered in granting a reduction or waiver of the contract goals include any or all of the following:

- Actual availability of certified Minority and/or Women Owned Business Enterprises (MBE/WBEs);
- The geographic location of the project;
- The scope of work and opportunities for subcontracting the work; and
- Other relevant factors including documented inability by the prospective Bidder to obtain commitments from MBE/WBE subcontractors sufficient to meet the MBE/WBE goals after having made a diligent, good faith effort to do so.

C. Supporting Documentation Required from Potential Construction Bidders

1. A list of all items of work under the Contract that the Bidder made available for subcontracting to MBE/WBEs. The Bidder shall identify all items of work, other than work to be performed by filed sub-Bidders, that the Bidder did not make so available and shall state the reasons for not making such work available for subcontracting to MBE/WBEs. The Bidder shall also demonstrate that, where commercially reasonable, subcontracts were divided into scopes or tasks capable of being performed by MBE/WBEs.

2. Documentation that the Bidder sent written notices soliciting Bids or proposals to perform the items of work made available by the Bidder for subcontracting to MBE/WBEs to all MBE/WBEs qualified to perform such work. The Bidder shall identify (i) each MBE/WBE solicited, and (ii) each MBE/WBE listed in the SOMWBA directory under the applicable trade category that was not solicited and reasons therefore. The Bidder shall also state the date that notices were mailed and provide a copy of the written notice(s) sent.
3. Documentation that the Bidder made reasonable efforts to follow up the written notices sent to MBE/WBEs with telephone calls or personal visits in order to determine with certainty whether the MBE/WBEs were interested in performing the work. Phone logs or other documentation must be submitted.
4. A statement of the response received from each MBE/WBE solicited, including the reason for rejecting any MBE/WBE who submitted a bid or proposal.
5. Documentation of reasonable efforts, if any, made to assist MBE/WBEs that needed assistance in obtaining bonding or insurance, or lines of credit with suppliers if the inability of MBE/WBEs to obtain bonding, insurance, or lines of credit is the reason given for the Bidder's inability to meet the MBE/WBE goals.
6. The Bidder may also submit any other information supporting its request for a waiver or reduction in the MBE/WBE participation goals, including without limitation evidence that the Bidder placed advertisements in appropriate media and trade association publications announcing the Bidder's interest in obtaining bids or proposals from MBE/WBEs, and/or sent written notification to MBE/WBE economic development assistance agencies, trade groups and other organizations notifying them of the Contract and the work to be subcontracted by the Bidder to MBE/WBEs. The Bidder shall also submit any other information reasonably requested by the Awarding Authority to show that the Bidder has taken all actions that could reasonably be expected to achieve the MBE/WBE participation goals.

D. Process for Requesting Waiver/Reduction of Construction Goals

1. Requests from prospective general Bidders to reduce or waive the MBE/WBE participation goals for the bid requirement must be received by the Awarding Authority **no later than ten (10) calendar days before the general bids are due.**
2. The Awarding Authority shall not consider any request to reduce or waive the MBE/WBE Participation goals for the Contract that is received after the aforementioned deadlines.
3. Any reduction or waiver of the MBE/WBE participation goals for the Contract will be made by written addendum mailed (or emailed) to all persons who have taken out plans for the project within a reasonable period prior to bid submission.
4. Procedures and Timelines for the Waiver/Reduction of Construction Goals can be found in the attached Bidding Instructions.

**TOWN OF BARNSTABLE
MBE/WBE REQUIREMENTS**

BIDDING INSTRUCTIONS

**APPENDIX TO BIDDING INSTRUCTIONS
(all constructions contracts > \$100K)**

**GOALS FOR PARTICIPATION BY MINORITY BUSINESS ENTERPRISES
(MBE) AND WOMEN BUSINESS ENTERPRISES (WBE) (EXECUTIVE ORDER
390, M.G.L. c. 7, s. 4)**

The applicable goals for minority business enterprise (MBE) and woman business enterprise (WBE) participation established for this Contract are as follows:

MBE: 7.4% of the Contract Price. WBE: 4 % of the Contract Price.

A. MBE AND WBE PARTICIPATION

1. The apparent low Bidder's compliance with the requirements of this Section is a pre-requisite for receiving the Award of the Contract.
2. The MBE and WBE participation goals for this Contract are as set forth above. The Awarding Authority reserves the right to reduce or waive the MBE or WBE participation goals established for this Contract upon written request made by a general Bidder within the time frame set forth in paragraph 9 below. Such written request must demonstrate to the satisfaction of the Awarding Authority that it is **not feasible** for a non-MBE or non-WBE general Bidder to meet the goals established for this Contract based upon any or all of the following: (i) actual MBE/WBE availability, (ii) the geographic location of the project to the extent related to MBE/WBE availability, (iii) the scope of the work, (iv) the percentage of work available for subcontracting to MBE/WBEs and/or (v) other relevant factors, including a documented inability by the prospective Bidder to obtain commitments from MBE/WBE subcontractors sufficient to meet the MBE/WBE goals after having made a diligent, good faith effort to do so. All of the foregoing documentation shall accompany the Bidder's request for a reduction or waiver of the MBE/WBE participation goals. Such documentation shall include, at a minimum, the following:
 - a. A list of all items of work under the Contract that the Bidder made available for subcontracting to MBE/WBEs. The Bidder shall identify all items of work, other than work to be performed by filed sub-Bidders, that the Bidder did not make so available and shall state the reasons for not making such work available for subcontracting to MBE/WBEs. The Bidder shall also demonstrate that, where commercially reasonable, subcontracts were divided into scopes or tasks capable of being performed by MBE/WBEs.
 - b. Evidence that the Bidder sent written notices soliciting Bids or proposals to perform the items of work made available by the Bidder for subcontracting to all MBE/WBEs qualified to perform

such work. The Bidder shall identify (i) each MBE/WBE solicited, and (ii) each MBE/WBE listed in the SOMWBA directory under the applicable trade category that was not solicited and reasons therefore. The Bidder shall also state the date that notices were mailed and provide a copy of the written notice(s) sent.

- c. Evidence that the Bidder made reasonable efforts to follow up the written notices sent to MBE/WBEs with telephone calls or personal visits in order to determine with certainty whether the MBE/WBEs were interested in performing the work. Phone logs or other documentation must be submitted.
 - d. A statement of the response received from each MBE/WBE solicited, including the reason for rejecting any MBE/WBE who submitted a bid or proposal.
 - e. Evidence of reasonable efforts made, if any, to assist MBE/WBEs that needed assistance in obtaining bonding or insurance, or lines of credit with suppliers if the inability of MBE/WBEs to obtain bonding, insurance, or lines of credit is the reason given for the Bidder's inability to meet the MBE/WBE goals.
 - f. The Bidder may also submit any other information supporting its request for a waiver or reduction in the MBE/WBE participation goals, including without limitation evidence that the Bidder placed advertisements in appropriate media and trade association publications announcing the Bidder's interest in obtaining bids or proposals from MBE/WBEs, and/or sent written notification to MBE/WBE economic development assistance agencies, trade groups and other organizations notifying them of the Contract and the work to be subcontracted by the Bidder to MBE/WBEs. The Bidder shall also submit any other information reasonably requested by the Awarding Authority to show that the Bidder has taken all actions that could reasonably be expected to achieve the MBE/WBE participation goals.
3. If **filed Sub-Bids** are solicited for this Contract, requests from prospective general Bidders to reduce or waive the MBE/WBE participation goals for this Contract must be received by the Awarding Authority **no later than five (5) working days** after the list of filed sub-Bidders is mailed by the Awarding Authority to persons who have taken out plans for the Contract. If there are no filed sub-Bids solicited for this Contract, requests to reduce or waive the MBE/WBE participation goals for this Contract must be received by the Awarding Authority **no later than ten (10) calendar days** before the date set for the receipt of general Bids. **THE AWARDING AUTHORITY WILL NOT CONSIDER ANY REQUEST TO REDUCE OR WAIVE THE MBE/WBE PARTICIPATION GOALS FOR THIS CONTRACT THAT IS RECEIVED AFTER THESE DEADLINES. Any reduction or waiver of the MBE/WBE participation goals for this Contract will be made by written addendum mailed to all persons who have taken out plans for the project.**
4. **No later than five (5) working days** after the opening of general Bids, the apparent low Bidder shall submit the following documents to the Town of Barnstable's Contract Compliance Office (CCO): (i) a completed Schedule for Participation by MBE/WBE ("Schedule for Participation") in the form provided by the Awarding Authority showing MBE/WBE participation in amounts equal to or exceeding the MBE/WBE participation goals for this Contract, (ii) a completed Letter of Intent in the form provided by the Awarding Authority for each MBE/WBE listed in the Schedule for Participation, and (iii) the most recent SOMWBA certification letter for each MBE/WBE listed in the Schedule of MBE/WBE Participation showing that the MBE/WBE is certified in the area of work for which it is listed on the Letter of Intent.

Forms attached for your use as follows:

CC Form 1	Schedule of Participation
CC Form 2	Letter of Intent
CC Form 3	Contractor Progress Payment Report
CC Form 4	Contractor Certification
CC Form 5	Waiver Request Form (see criteria for use above)
CC Form 6	Weekly Payroll Records Report & Statement of Compliance
CC Form 7	Payroll Form
CC Project Form A	Start of Project Notification
CC Project Form B	Completion of Project Notification

Each Letter of Intent shall identify and describe the work to be performed by the named MBE/WBE (the “MBE/WBE Work”) with enough specificity to permit the Awarding Authority to identify the particular items of contract work that the MBE/WBE will perform for MBE/WBE participation credit.

5. **Within five (5) working days** after receipt of the Schedule for MBE/WBE Participation, Letters of Intent, and SOMWBA most recent certification letter, the Awarding Authority shall review and either approve or disapprove the apparent low Bidder’s submissions. If the apparent low Bidder has not submitted an appropriate Schedule for MBE/WBE Participation and appropriate Letters of Intent and SOMWBA most recent certification letter establishing that the MBE/WBE participation goal for the project will be met, the apparent low Bidder will be considered ineligible for Award of the Contract and the Awarding Authority will Award the Contract to the second lowest eligible and responsible Bidder, subject to said Bidder’s compliance with these conditions. If funds are insufficient to award to the second lowest Bidder, the project may have to be re-bid.
6. The Contractor will be required to submit, within thirty (30) days of the Contract Date, signed subcontracts with all subcontractors or a purchase order or invoice from each material supplier and/or manufacturer listed on the Schedule for MBE/WBE Participation.
7. A filed sub-Bidder is not required to submit a Schedule of MBE/WBE Participation with its Bid. A filed sub-Bidder may, at its option, submit a Letter of Intent with its Bid if it is a SOMWBA certified MBE/WBE. If a filed sub-Bidder intends to sub-subcontract work to a SOMWBA certified MBE/WBE, and the awarding authority permits limited sub-sub contracting for purposes of MBE/WBE participation, and the filed sub-Bidder wishes that sub-subcontract to be credited toward the participation goals for this Contract, the filed sub-Bidder should submit a Letter of Intent from that MBE/WBE with its Bid.

NOTE: If a bid is submitted by a contractor in response to this solicitation, it is understood that the apparent low bidder will meet the minimum MBE/WBE participation requirements as required by the bidding documents. MBE/WBE participation documentation (CC Form 1 and CC Form 2) may be submitted with the bid, however, must be received by the awarding authority no later than five (5) working days after the bid opening date.

**TOWN OF BARNSTABLE
CONSTRUCTION PROJECTS
CONTRACT INSTRUCTIONS**

APPENDIX to General Conditions of the Contract

GOALS FOR PARTICIPATION BY MINORITY BUSINESS ENTERPRISES (MBE) AND WOMEN BUSINESS ENTERPRISES (WBE) (EXECUTIVE ORDER 390, M.G.L. c. 7, s. 4)

The applicable goals for minority business enterprise (MBE) and woman business enterprise (WBE) participation established for this Contract are as follows:

MBE: 7.4 % of the Contract Price. WBE: 4% of the Contract Price.

1. Goals

The goals for minority business enterprise (MBE) and woman business enterprise (WBE) participation established for this Contract are as set forth above and in the Owner - Contractor Agreement.

2. MBE/WBE Participation Credit

- A. If the Contractor is itself an MBE or a WBE, MBE/WBE participation credit shall be given in an amount equal to the entire Contract Price. If the Contractor is not an MBE or WBE, then MBE/WBE participation credit will be given for the value of the Work that is actually performed by each MBE or WBE subcontractor or sub-subcontractor.
- B. If the Contractor is a joint venture with one or more MBE/WBE joint ventures, MBE/WBE participation credit shall be given to the joint venture as follows:
 - (1) If the joint venture is certified by SOMWBA as an MBE or WBE, MBE/WBE Participation credit shall be given in an amount equal to the entire Contract Price.
 - (2) If the joint venture is not certified as an MBE or WBE by SOMWBA, MBE/WBE participation credit shall be given to the joint venture for the value of the Work that is performed by the MBE/WBE joint venture(s), and for the value of the Work that is actually performed by each MBE or WBE subcontractor or sub-subcontractor.
- C. If an MBE/WBE supplies, but does not install equipment or materials, MBE/WBE participation credit shall be given only if the MBE/WBE supplier is regularly engaged in sales of equipment or supplies to the construction industry from an established place of business. MBE/WBE participation credit shall be given the full amount of the purchase order only if the MBE/WBE supplier manufactures the goods or substantially alters them before resale. Otherwise, a contractor may count toward its MBE/WBE goal 60 percent of the total bid price for its expenditures of its materials and supplies required under a contract and obtained from a MBE/WBE regular supplier.

- D. MBE participation credit shall be given for the work performed by MBEs only; and WBE participation credit shall be given for the work performed by WBEs only. MBE participation may not be substituted for WBE participation, nor may WBE participation be substituted for MBE participation.

3. Establishing MBE/WBE Status.

- A. A minority owned business shall be considered as an MBE only if it has been certified as a minority business enterprise by the State Office of Minority and Women Business Assistance (“SOMWBA”).
- B. A woman owned business shall be considered as a WBE only if it has been certified as a woman business enterprise by SOMWBA.
- C. Certification as a disadvantaged business enterprise (“DBE”), certification as MBE/WBE by any agency other than SOMWBA, or submission of an application to SOMWBA for certification as an MBE/WBE shall not confer MBE/WBE status on a firm for the purposes of this Contract.

4. Subcontracts with MBE/WBEs

Within thirty (30) days after the award of this Contract, the Contractor shall (i) execute a subcontract with each MBE/WBE Subcontractor which has executed a Letter of Intent Approved by the Awarding Authority, (ii) cause its Subcontractors to execute a sub-subcontract with each MBE/WBE sub-subcontractor, and (iii) furnish the Awarding Authority with a signed copy of each such subcontract and sub-subcontract.

5. Performance of Contract Work by MBE/WBEs

- A. The Contractor shall not perform with its own organization or subcontract or assign to any other firm work designated to be performed by any MBE/WBE in the Letters of Intent or Schedule of MBE/WBE Participation without the prior Approval of the Awarding Authority; nor shall any MBE/WBE assign or subcontract to any other firm, or permit any other firm to perform any of its MBE/WBE Work without the prior Approval of the Awarding Authority. Any such unapproved assignment, subcontracting, sub-subcontracting, or performances of MBE/WBE Work by others shall be a change in the MBE/WBE Work for the purposes of this Contract. **THE AWARDING AUTHORITY WILL NOT APPLY TO THE MBE/WBE PARTICIPATION GOAL(S) ANY SUMS ATTRIBUTABLE TO SUCH UNAPPROVED ASSIGNMENTS, SUB-CONTRACTS, SUB-SUBCONTRACTS, OR PERFORMANCE OF MBE/WBE WORK BY OTHERS.**
- B. The Contractor shall be responsible for monitoring the performance of MBE/WBE Work to ensure that each scheduled MBE/WBE performs its own MBE/WBE Work with its own workforce.
- C. The Contractor and each MBE/WBE shall provide the Awarding Authority with all information and documentation that the Awarding Authority determines is necessary to ascertain whether or not an MBE/WBE has performed its own MBE/WBE Work. At the discretion of the Awarding Authority, failure to submit such documentation to the Awarding Authority shall establish conclusively for the purpose of giving MBE/WBE participation credit under this Contract that such MBE/WBE did not perform such work.

- D. With each progress payment request submitted by the Contractor to the Awarding Authority, the Contractor must provide the Contractor Progress Payment Report indicating the value of payments for each MBE and WBE firms for that period.

6. Notification of Changes in MBE/WBE Work

- A. If at any time during the performance of the Contract the Contractor determines or has reason to believe that a scheduled MBE/WBE is unable or unwilling to perform its MBE/WBE Work, or that there has been or will be a change in any MBE/WBE Work, or that the Contractor will be unable to meet the MBE/WBE participation goal(s) for this Contract for any reason, the Contractor shall immediately notify the Awarding Authority Contract Compliance Office in writing of such circumstances.
- B. Any notice of a change in MBE/WBE Work pursuant to subparagraph “A” above shall include a revised Schedule of MBE/WBE Participation, and additional or amended Letters of Intent and subcontracts, as the case may be.

7. Actions required if there is a Reduction in MBE/WBE Participation

- A. In the event there is a change or reduction in any MBE/WBE Work which will result in the Contractor failing to meet the MBE/WBE participation goal(s) for this Contract, other than a reduction in MBE/WBE Work resulting from a Change Order initiated by the Awarding Authority, then the Contractor shall immediately undertake a diligent, good faith effort to make up the shortfall in MBE/WBE participation as follows:
 - (1) The Contractor shall identify all items of the Work remaining to be performed under the Contract that may be made available for subcontracting to MBE/WBEs. The Contractor shall send a list of such items of work to the Awarding Authority, together with a list of the remaining items of the Work that were not made available to MBE/WBEs and the reason for not making such work available for subcontracting to MBE/WBEs.
 - (2) The Contractor shall send written notices soliciting proposals to perform the items of the Work that may be made available for subcontracting to MBE/WBEs to all MBE/WBEs qualified to perform such work. The Contractor shall advise the Awarding Authority of (i) each MBE/WBE solicited, and (ii) each MBE/WBE listed in the SOMWBA directory under the applicable trade category that was not solicited and the reasons therefore. The Contractor shall also advise the Awarding Authority of the dates notices were mailed and provide a copy of the written notice(s) sent.
 - (3) The Contractor shall make reasonable efforts to follow up the written notices sent to MBE/WBEs with telephone calls or personal visits in order to determine with certainty whether the MBE/WBEs were interested in performing the work. Phone logs or other documentation must be submitted to the Awarding Authority evidencing this effort.
 - (4) The Contractor shall make reasonable efforts to assist MBE/WBEs that need assistance in obtaining insurance, bonds, or lines of credit in order to perform work under the Contract, and shall provide the Awarding Authority with evidence that such efforts were made.

- (5) The Contractor shall provide the Awarding Authority with a statement of the response received from each MBE/WBE solicited, including the reason for rejecting any MBE/WBE who submitted a proposal.
- (6) The Contractor shall take any additional measures reasonably requested by the Awarding Authority to meet the MBE/WBE participation goal(s) established for this Contract, including, without limitation, placing advertisements in appropriate media and trade association publications announcing the Contractor's interest in obtaining proposals from MBE/WBEs, and/or sending written notification to MBE/WBE economic development assistance agencies, trade groups and other organizations notifying them of the project and of the work available to be subcontracted by the Contractor to MBE/WBEs.

B. If the Contractor is unable to meet the MBE/WBE participation goals for this Contract after complying fully with each of the requirements of paragraph "A" above, and the Contractor is otherwise in full compliance with the terms of this Article, the Awarding Authority may reduce the MBE/WBE participation goals for this Contract to the extent that such goals cannot be achieved.

8. Suspension of Payment and/or Performance for Noncompliance.

A. If at any time during the performance of this Contract, the Awarding Authority determines or has reason to believe that (1) there has been a change or reduction in any MBE/WBE Work which will result in the Contractor failing to meet the MBE/WBE participation goal(s) for this Contract, other than a reduction in MBE/WBE Work resulting from a change in the Contract work ordered by the Awarding Authority, and (2) the Contractor has failed to comply fully with all of the terms and conditions of paragraphs 1 through 7 above, the Awarding Authority may:

- (1) Suspend payment to the Contractor of an amount equal to the value of the work which was to have been performed by an MBE/WBE pursuant to the Contractor's Schedule of MBE/WBE Participation but which was not so performed, in order to ensure that sufficient Contract funds will be available if liquidated damages are assessed pursuant to paragraph 9; and/or
- (2) Suspend the Contractor's performance of this Contract in whole or in part.

B. The Awarding Authority shall give the Contractor prompt written notice of any action taken pursuant to paragraph A above and shall give the Contractor and any other interested party, including any MBE/WBEs, an opportunity to present evidence to the Awarding Authority that the Contractor is in compliance with the requirements of this Article, or that there is some justifiable reason for waiving the requirements of this Article in whole or in part. The Awarding Authority may invite SOMWBA to participate in any proceedings undertaken pursuant to this paragraph.

C. Upon a showing that the Contractor is in full compliance with the requirements of this Article, or that the Contractor has met or will meet the MBE/WBE participation goals for this Contract, the Awarding Authority shall release any funds withheld pursuant to clause A (1) above, and lift any suspension of the Contractor's performance under clause A (2) above.

9. Liquidated Damages; Termination

A. If payment by the Awarding Authority or performance by the Contractor is suspended by the Awarding Authority as provided in paragraph 8 above, the Awarding Authority shall have the

following rights and remedies if the Contractor thereafter fails to take all action necessary to bring the Contractor into full compliance with the requirements of this Article, or if full compliance is no longer possible because the default of the Contractor is no longer susceptible to cure, if the Contractor fails to take such other action as may be required by the Awarding Authority to meet the MBE/WBE participation goals set forth in this Contract:

- (1) The Awarding Authority may terminate this Contract; and/or
 - (2) The Awarding Authority may retain from final payment to the Contractor, as liquidated damages, an amount equal to the difference between:
 - (a) The total of the MBE/WBE participation goals set forth in this Contract; and
 - (b) The amount of MBE/WBE participation credit earned by the Contractor for MBE/WBE Work performed under this Contract as determined by the Awarding Authority, the parties agreeing that the damages for failure to meet the MBE/WBE participation goals are difficult to determine and that the foregoing amount to be retained by the Awarding Authority represents the parties' best estimate of such damages. Any liquidated damages will be assessed separately for MBE and WBE participation.
- B. Before exercising its rights and remedies hereunder, the Awarding Authority may give the Contractor and any other interested party another opportunity to present evidence to the Awarding Authority that the Contractor is in compliance with the requirements of this Article or that there is some justifiable reason for waiving the requirements of this Article in whole or in part. The Awarding Authority may invite SOMWBA to participate in any proceedings undertaken hereunder.

10. Reporting Requirements

The Contractor shall submit to the Awarding Authority (Contract Compliance Officer) all information or documentation that is necessary in the judgment of the Awarding Authority to ascertain whether or not the Contractor has complied with any of the provisions of this Article.

11. Awarding Authority's Right to Waive Provisions of this Article in Whole or In Part

The Awarding Authority reserves the right to waive any provision or requirement of this Article if the Awarding Authority determines that such waiver is justified and in the public interest. No such waiver shall be effective unless in writing and signed by a representative of the Town of Barnstable's Contract Compliance Officer or the office of its General Counsel. No other action or inaction by the Awarding Authority shall be construed as a waiver of any provision of this Article.

**SCHEDULE FOR PARTICIPATION
BY MINORITY/WOMEN BUSINESS ENTERPRISES**

Project Number _____
Project Location _____
Project Name _____

- A. Filed Sub-bidders utilizing MBE/WBE firms, and MBE/WBE Sub-bidders - attach to Filed Sub-bid.
- B. General Contractor must submit to the Awarding Authority within five (5) working days of the opening of General Bids.

BIDDER CERTIFICATION:

The Bidder agrees that if awarded the contract it will expend at least the amount of the contract set forth below for MBE/WBE participation. For purposes of this commitment, the MBE and WBE designation means that a business has been certified by SOMWBA as either a MBE, WBE or MBE/WBE. The Bidder must indicate the MBE/WBE firms it intends to utilize on the project as follows (attach additional sheets if necessary):

Company Name & Address	MBE or WBE	Describe MBE/WBE Scopes of Work (clarify "Labor Only", "Material Only" or "Labor and Material")	If Supplier, Indicate Total Value of Supplies (60% of Total Counts toward Participation)	Total Dollar Value of Participation
1.				
2.				
3.				
4.				
5.				

MBE Goal: \$ _____ **Total Dollar Value of MBE Commitment:** \$ _____ %

WBE Goal: \$ _____ **Total Dollar Value of WBE Commitment:** \$ _____ %

The undersigned hereby certifies that he/she has read the terms and conditions of the contract with regard to MBE/WBE participation and is authorized to bind the Bidder to the commitment set forth above.

Name of Firm _____

Business Address _____

Print Name _____

Authorized Signature _____

Title _____

Telephone No. _____ **Fax No.** _____

Date _____

**LETTER OF INTENT
MINORITY/WOMEN BUSINESS ENTERPRISES PARTICIPATION**

(To be completed by MBE/WBE, and submitted by the General Bidder to the Awarding Authority (Town) within five (5) working days after the opening of General Bids or by Filed Sub-bidder with its bid.)

Project Number _____
 Project Name _____
 Project Location _____
 To _____
 Name of General Bidder/Sub-bidder _____

Indicate SOMWBA Certification: _____ MBE
 (Include copy(s) of SOWMBA Certification Letter) _____ WBE
 _____ MBE/WBE

1. This firm intends to perform work in connection with the above project.
2. This firm is currently certified by SOMWBA to perform the work identified below, and has not changed its minority/women ownership, control, or management without notifying SOMWBA within thirty (30) days of such a change.
3. This firm understands that if the General Bidder/Sub-bidder referenced above is awarded the contract, the Bidder intends to enter into an agreement with this firm to perform the activity described below for the prices indicated. This firm also understands that the above-referenced firm, as General Bidder/Sub-Bidder, will make substitutions only as allowed by the terms of the Contract.
4. This firm understands that under the terms of the contract, only work actually performed by an MBE/WBE will be credited toward MBE/WBE participation goals, and this firm cannot assign or subcontract out any of its work without prior written approval of the Awarding Authority, and that any such assignment or subcontracting will not be credited toward MBE/WBE participation goals.

MBE/WBE PARTICIPATION

Section/Item Number (If Applicable)	Describe MBE/WBE Scopes of Work (Clarify “Labor Only”, “Material Only” or “Labor and Material”)	If Supplier, Indicate Total Value of Supplies (60% of Total Counts Toward Participation)	Dollar Value of Participation

Total Dollar Value: \$ _____ %

Name of MBE/WBE Firm _____

Business Address _____

Print Name _____

Authorized Signature _____

Title _____

Telephone No. _____ Fax No. _____

Date _____

**CONTRACTOR PROGRESS PAYMENT REPORT
MINORITY/WOMEN BUSINESS ENTERPRISES PARTICIPATION**

Project Number: _____

Project Name: _____

Project Location: _____

Date: _____

Periodical Payment No.: _____

General Contractor: _____

MBE and/or WBE: _____

One copy of this report is to be submitted for each Minority Business Enterprise (MBE) and/or Women Business Enterprise (WBE) at the time of submitting a request for payment. Copies of the report must be sent to the Minority Business Enterprise (MBE) and/or Women Business Enterprise (WBE) named above and to the municipalities Affirmative Marketing Construction Officer (AMCO). The AMCO will forward a copy of each Contractor Progress Payment Report to SOMWBA on a quarterly basis.

1. The total price to be paid to the above-named MBE _____ and/or WBE _____: \$ _____
2. The amount remitted to the Minority Business Enterprise and/or Women Business Enterprise as of the above date for work performed under this project: \$ _____
3. Balance due the Minority Business Enterprise and/or Women Business Enterprise as of the above date for work performed under the above-named project: \$ _____
4. Comments or explanation of amounts indicated under items 1 and 2 above:

5. We hereby certify that the information supplied herein (including pages attached) is correct and complete.

General Contractor:

Minority and/or Women Business Enterprise

(Signed)

(Signed)

(Title)

(Title)

(Date)

(Date)

TOWN OF BARNSTABLE, MASSACHUSETTS

**CONTRACTOR'S CERTIFICATION
(to be completed and submitted with bid)**

A. CONTRACTOR'S CERTIFICATION

NAME OF PROJECT: _____

A Contractor will not be eligible for award of Contract unless such Contractor has submitted the following certification, which is deemed a part of the resulting Contract:

CONTRACTOR'S CERTIFICATION

_____ certifies that

1. it intends to use the following listed construction trades in the work under the contract; and

2. will comply with the equal employment opportunity and affirmative action steps contained herein; and
3. will obtain from each of its sub-contractors and submit to the contracting or administering agency prior to the award of any sub-contract under this contract the sub-contractor's certification required by these bid conditions; and
4. the bidder hereby certifies they shall comply with MBE/WBE contractor participation requirements as submitted as part of the bid for this contract award, and all other requirements in accordance with the Town of Barnstable EEO/MBE/WBE Policy.

Signature of Authorized Representative of Contractor

REQUEST FOR WAIVER/REDUCTION

Town of Barnstable

Minority/Women Business Enterprise Plan (MBE/WBE) Participation Requirements

Upon exhausting all known sources and making every possible effort to meet the minimum requirements for MBE/WBE participation, the Contractor may seek relief from these requirements by completing the waiver/reduction form and submitting it in accordance with bidding instructions for waiver/reduction, Attachment C. **Failure to submit the waiver prior to the bid due date in accordance with required timeline and without sufficient supporting documentation may result in the bid being deemed non-responsive.**

General Information:

Project Title:		Project Location:	
Bid Opening (time/date):		Location:	
Bidder:			
Mailing Address:			
Contact Person:			
Telephone No.		Ext.	

This is a request for: Reduction Waiver (check one)

The applicable goals for minority business enterprise (MBE) and woman business enterprise (WBE) participation established for this Contract are requested to be reduced or waived as follows (indicated requested percentage of contract amount):

MBE: _____ % of the Contract Price. WBE: _____ % of the Contract Price.

Minimum Requirements:

The Contractor must show that a good faith effort was made in an attempt to comply with the percentage goals as specified. The bidder seeking relief must show that such efforts were taken appropriately in advance of the time set for opening bid proposals to allow adequate time for responses by submitting the following:

1. A list of all items of work under the Contract that the Bidder made available for subcontracting to MBE/WBEs. The Bidder shall identify all items of work, other than work to be performed by filed sub-Bidders, that the Bidder did not make so available and shall state the reasons for not making such work available for subcontracting to MBE/WBEs. The Bidder shall also demonstrate that, where commercially reasonable, subcontracts were divided into scopes or tasks capable of being performed by MBE/WBEs.
2. Evidence that the Bidder sent written notices soliciting Bids or proposals to perform the items of work made available by the Bidder for subcontracting to all MBE/WBEs qualified to perform such work. The Bidder shall identify (i) each MBE/WBE solicited, and (ii) each MBE/WBE listed in the SOMWBA directory under the applicable trade category that was not solicited and reasons therefore.
3. Evidence that the Bidder made reasonable efforts to follow up the written notices sent to MBE/WBEs with telephone calls or personal visits in order to determine with certainty whether the MBE/WBEs were interested in performing the work. Phone logs or other documentation must be submitted.
4. A statement of the response received from each MBE/WBE solicited, including the reason for rejecting any MBE/WBE who submitted a bid or proposal.
5. The Bidder may also submit any other information supporting its request for a waiver or reduction in the MBE/WBE participation goals, including without limitation evidence that the Bidder placed advertisements in appropriate media and trade association publications announcing the Bidder's interest in obtaining bids or proposals from MBE/WBEs, and/or sent written notification to MBE/WBE economic development assistance agencies, trade groups and other organizations notifying them of the Contract and the work to be subcontracted by the Bidder to MBE/WBEs. The Bidder shall also submit any other information reasonably requested by the Awarding Authority to show that the Bidder has taken all actions that could reasonably be expected to achieve the MBE/WBE participation goals.

The Town of Barnstable may require the contractor to produce additional information as it deems appropriate and may obtain whatever other information it deems necessary to reach a conclusion from any source.

Town of Barnstable

CC Form 5, rev. 3/08
Page 2 of 2

REQUEST FOR WAIVER/REDUCTION

Town of Barnstable

Minority/Women Business Enterprise Plan (MBE/WBE) Participation Requirements

CERTIFICATION:

The undersigned herewith certified that the above information and appropriate attachments are true and accurate to the best of my ability.

(Contractor authorized original signature)

Date

(Print Name)

APPROVED / REJECTED:

Contract Compliance Officer

Date

**WEEKLY PAYROLL RECORDS REPORT
& STATEMENT OF COMPLIANCE**

In accordance with Massachusetts General Law Chapter 149, § 27B, a true and accurate record must be kept of all persons employed on the public works project for which the enclosed rates have been provided. A Payroll Form had been provided (CC Form 6, rev. 4/07) and includes all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the contract.

In addition, every contractor and subcontractor is required to submit a copy of their weekly payroll records to the awarding authority. For every week in which an apprentice is employed, a photocopy of the apprentices identification card must be attached to the payroll report. This is required to be done on a weekly basis. Once collected, the awarding authority is also required to preserve those records for three years.

In addition, each such contractor, subcontractor or public body shall furnish to the awarding authority directly, within fifteen days after completion of its portion of the work a statement executed by the contractor, subcontractor or public body who supervises the payment of wages, in the following form:

STATEMENT OF COMPLIANCE	
_____, 20____	
I, _____,	_____
(Name of Signatory Party)	(Title)
do hereby state:	
That I pay or supervise payment of the persons employed by	
_____ on the _____	_____
(Contractor, subcontractor, or public body)	(Building or Project)
and that all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said project have been paid in accordance with wages determined under the provisions of sections twenty-six and twenty-seven of chapter one hundred and forty-nine of the General Laws.	
Signature _____	
Title _____	

DEPARTMENT OF OCCUPATIONAL SAFETY, 100 CAMBRIDGE ST., 11TH FLR BOSTON, MA 02202

Note: OSHA certifications must be submitted with the certified payrolls for all workers during the first week they work on a project.

(Submit this form to the Town's Project Manager)

COMPANY NAME				PRIMECONTRACTOR											
PROJECT NAME				SUBCONTRACTOR											
AWARDING AUTH.				(LIST PRIME CONTRACTOR)											
WORK WEEK ENDING				EMPLOYER SIGNATURE											
			FINAL REPORT		PRINT NAME AND TITLE										
EMPLOYEE NAME & ADDRESS	WORK CLASSIFICATION	HOURS WORKED							(A) Total Hrs.	(B) Hourly Base Wage	EMPLOYER CONTRIBUTIONS			(F) [B+C+D+E] Hourly Total Wage (Prev Wage)	(G) (A*F) Weekly Total Amount
		S	M	T	W	T	F	S			(C) Health & Welfare	(D) Pension	(E) Supp. Unemp.		

(Submit these forms to the Town's Project Manager with a copy to the Contract Compliance Officer)

MBE/WBE
“START OF CONSTRUCTION”
NOTIFICATION

To be submitted prior to the start of construction

Project Name: _____ Project #: _____

Location: _____ Contract #: _____

Contractor: _____

Address: _____ Telephone: _____

Sub-Contractor (MBE/WBE/DBE)

Name _____ Contract Amount \$ _____

Name _____ Contract Amount \$ _____

Name _____ Contract Amount \$ _____

Name _____ Contract Amount \$ _____

Start Date: _____ **Estimated Completion Date:** _____

Signature: _____ Today's Date: _____

(Company's Authorized Representative or
Town of Barnstable Project Manager)

Return to: Procurement & Risk Management
Contract Compliance Office
230 South Street
Hyannis, MA 02601

For Office Use Only:

Date Received: _____ C.O. Initials: _____

**MBE/WBE
“PROJECT COMPLETION”
NOTIFICATION**

To be submitted prior to request for final payment

Project Name: _____ Project #: _____

Contract #: _____

Location: _____

Contractor/Subcontractor Name: _____

Start Date: _____ *Actual Completion Date:* _____

Signature: _____ Today’s Date: _____
(Company’s Authorized Representative/Project Manager)

Return to: Procurement & Risk Management
Contract Compliance Office
230 South Street
Hyannis, MA 02601

For Office Use Only:

Date Received: _____ C.O. Initials: _____

TOWN OF BARNSTABLE

Revised March 1, 2008

SUPPLEMENTAL EQUAL EMPLOYMENT OPPORTUNITY ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION PROGRAM

I For the purposes of this contract, "minority" refers to the following:

American Indian	(or Native American) All persons having origins in any of the original peoples of North America, and who are recognized as an Indian by a tribe or tribal organization.
Asian	All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands including but not limited to China, Japan, Korea, India, the Philippines Islands and Samoa.
Black	All persons having origins in any of the Black groups of Africa, including, but not limited to, African-Americans, and all persons having origins in any of the original peoples of the Cape Verdean Islands.
Eskimo and Aleut	All persons having origins in any of the peoples of Northern Canada, Greenland, Alaska, and Eastern Siberia.
Hispanic	All persons of Mexican, Puerto Rican, Cuban, Central, South American, or Caribbean Island origin.
Portuguese	All persons having Portuguese origin. Portuguese persons shall only be included in the definition of minority if specifically set forth in programs funded by state transportation bond statutes.

“Commission” refers to the Massachusetts Commission Against Discrimination. "Town" hereinafter refers to the Town of Barnstable.

II During the performance of this contract, the Contractor and all of (his) Sub-Contractors (hereinafter collectively referred to as the Contractor), for himself, his assignees, and successors in interest, agree as follows:

1. The contractor shall comply with Massachusetts affirmative action policies (MGL 151B) in connection with the performance of work under this contract. The Contractor shall undertake, in good faith, affirmative action measures designed to eliminate any discriminatory barriers in the terms and conditions of employment on the grounds of race, color, religious creed, national origin, age, or sex, and to eliminate and remedy any effects of such discrimination in the past. Such affirmative action shall entail positive and aggressive measures to ensure equal opportunity in the areas of hiring, upgrading, demotion, or transfer, recruitment, layoff or termination, rate of compensation, and in-service or apprenticeship training programs. This affirmative action shall include all action required to guarantee equal opportunity in employment for all persons, regardless of race, color, religious creed, national origin, age, or sex. A purpose of this provision is to ensure to the fullest extent possible an adequate supply of skilled tradesmen for this and future Town public construction projects.

III If the Contractor shall use any subcontractor on any work performed under this contract, he shall take affirmative action to negotiate with qualified minority sub-contractors.

IV Compliance with Requirements

The Contractor shall comply with the provisions of Executive Order No. 74, as amended by Executive Order No. 237 dated March 19, 1984 and of Chapter 151B as amended, of the Massachusetts General Laws, both of which are herein incorporated by reference and made a part of this policy.

V Non-Discrimination

The Contractor, in the performance of all work after award and prior to completion of the contract work, 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.

VI Solicitations for Sub-Contracts, and for the Procurement of Material and Equipment

In all solicitations, either by competitive bidding or negotiation made by the Contractor, either for work to be performed under a subcontract or for the procurement of materials or equipment, each potential Subcontractor supplier shall be notified in writing by the Contractor of the Contractor's obligations under this contract relative to non-discrimination and affirmative action.

VII Severability

The provisions of this section are severable, and if any of these provisions shall be held unconstitutional by any court of competent jurisdiction, the decision of such court shall not affect or impair any of the remaining provisions.

SECTION 7
PREVAILING WAGE RATES

(see prevailing wage sheets attached hereto at the end of document)

SECTION 8

**TOWN OF BARNSTABLE, MASSACHUSETTS
AGREEMENT BETWEEN CONTRACTOR AND TOWN OF BARNSTABLE**

THIS AGREEMENT, made this _____ day of _____ 2010 by and between the TOWN OF BARNSTABLE, Massachusetts, hereinafter called Town of Barnstable, and _____ with legal address and principal place of business at _____ hereinafter called Contractor:

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the TOWN OF BARNSTABLE, the CONTRACTOR hereby agrees with the TOWN OF BARNSTABLE to commence and complete the **2010 CHIP SEAL OF VARIOUS ROADS**, thereafter called the Project, for the consideration set forth in the Proposal and all extra work in connection therewith, under the terms as stated in the General and Supplemental General Conditions of the Contract; and at their own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintending, labor, insurance, and other accessories and services necessary to complete said Project in accordance with the conditions and prices stated in the Proposal dated _____, 2010 and the Construction Specifications/Invitation for bid dated February 8, 2010, all of which are made a part hereof and collectively evidence and constitute the Contract.

Construction may begin after June 1, 2010 and work shall be completed by June 30, 2010.

Force Majeure - The Contract shall be subject to Force Majeure considerations and in the event that either party hereto shall be prevented from the performance of any act required there under by reasons of strikes, lockouts, labor trouble, inability to procure materials, failure of power, fire, winds, Acts of God, riots, insurrections, war or other reason of a like nature not reasonable within the control of the party in performing any obligations shall be excused for the period of non-performance, and the period for the performance of such obligation shall be extended for an equivalent period for no additional cost to the Owner. Continued failure to perform for periods aggregating sixty (60) or more days, even for causes beyond the control of the Contractor, shall be deemed to render performance impossible, and the Owner shall thereafter have the right to terminate this agreement in accordance with the provisions of the section entitled "Termination of Contract".

Termination of Contract - Subject to the provisions of the section explaining Force Majeure, if the Contractor shall fail to fulfill in a timely and satisfactory manner its obligations under this agreement, or if the Town shall violate any of the covenants, conditions, or stipulations of this agreement, which failure or violation shall continue for seven (7) business days after written notice of such failure or violation is received by the contractor, then the municipality shall thereupon have the right to terminate this agreement by giving written notice to the contractor of

IN WITNESS WHEREOF, the parties to these present have executed this Contract in the year and day first above mentioned.

By: _____

CONTRACTOR

Approved as to form

Ruth J. Weil, Esq., Town Attorney

By: _____
John C. Klimm, Town Manager

As required by Chapter 693 of the Acts of 1964, this is to certify that the Town of Barnstable, Massachusetts has an appropriation which is adequate to cover the cost of this contract.

By: _____
Mark A. Milne, C.P.A., Finance Director

The Certificate shall be signed by the auditor or accountant or other officer having similar duties of the Town of Barnstable, Massachusetts and the official title noted below the signature.

SECTION 9
TOWN OF BARNSTABLE, MASSACHUSETTS
CONTRACTOR'S CERTIFICATION

NAME OF PROJECT: 2010 CHIP SEAL OF VARIOUS ROADS

A Contractor will not be eligible for award of Contract unless such Contractor has submitted the following certification, which is deemed a part of the resulting Contract:

CONTRACTOR'S CERTIFICATION

_____ certified that

1. it intends to use the following listed construction trades in the work under the Contract _____
_____;
2. will comply with the minority manpower ratio and specific affirmative action steps contained herein;
3. will obtain from each of its sub-contractors and submit to the contracting or administering agency prior to the award of any sub-contract under this contract the sub-contractor's certification required by these bid conditions;
4. the bidder hereby certified they shall comply with the minority manpower ratio and specific action steps, including compliance with the minority contractor requirements. The contractor receiving the award of the contract shall be required to obtain from each of its sub-contractors and submit to the contracting of administering agency prior to the performance of any work under said contract a certification by said sub-contractor, regardless of tier, that it will comply with the minority manpower ratio and specific affirmative action steps required by the Town of Barnstable EEO/M/W/BE Policy.

Signature of Authorized Representative of Contractor

Date

SECTION 10
PAYMENT BOND

KNOWN ALL MEN AND WOMEN BY THESE PRESENT, THAT

as principal, and

as surety, are held and firmly bound unto the Town of Barnstable, Hyannis, Massachusetts in the sum of:

lawful money of the United States of America, to be paid to the Town of Barnstable, Hyannis, Massachusetts, for which payments, as well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. This amount represents 100% of the contract price.

WHEREAS, the said principal has made a contract with the Town of Barnstable, Hyannis, Massachusetts, bearing the date of the _____ day of _____, 2010, for the construction project,

2010 CHIP SEAL OF VARIOUS ROADS.

Now the condition of this obligation is such that if the principal shall pay for all labor performed or furnished and for all materials used or employed in said contract and in any and all duly authorized modifications, alterations, extensions of time, changes or additions to said contract that may hereafter be made, notice to the surety of such modifications, alterations, extensions of time, changes or additions being hereby waived, the foregoing to include any other purpose or items set out in, and subject to, the provisions of Massachusetts General Laws, Chapter 30, Section 39A, and Chapter 149, Section 29, as amended, then this obligation shall become null and void; otherwise it shall remain in full force and virtue.

IN WITNESS THEREOF, we unto set our hands and seals to this _____ day of _____, 2010.

(Seal)

By: _____

By: _____

SECTION 11

PERFORMANCE BOND – NOT REQUIRED

This page initially left blank – bond not required.

SECTION 12
ACCEPTANCE OF BID
TOWN OF BARNSTABLE

_____, 2010

_____ is herewith
notified that their bid for 2010 **CHIP SEAL OF VARIOUS ROADS**

in the amount of _____ submitted on _____
has been accepted.

Please complete the attached "AGREEMENT BETWEEN CONTRACTOR AND TOWN OF BARNSTABLE," and "PAYMENT BOND" forms and return to this office together with a Certificate of Insurance.

Town Manager

Town Accountant verifies that
funds are available for this project

Town Accountant

SECTION 13
TOWN OF BARNSTABLE
NOTICE TO PROCEED

DATE: _____,2010

SUBJECT: CONTRACT: 2010 Chip Seal of Various Roads

TO: _____

1. You are hereby given formal NOTICE TO PROCEED in accordance with the provisions of the subject contract.
2. It is requested that acknowledgment of this NOTICE be indicated by endorsement hereon, and that the original be returned to this office. The duplicate should be retained in your office files.

Town Manager

FIRST ENDORSEMENT

TO: Town of Barnstable
Department of Public Works
230 South Street
Hyannis, MA 02601

Receipt is hereby acknowledged of the above **NOTICE TO PROCEED** under contract number 02-000-10-001

By: _____

Date: _____

Less Previous Certificates for Payment. \$ _____

Current Payment Due \$ _____

The undersigned certifies that the work covered by this application has been completed in accordance with the Contract Documents, that all amounts have been paid by them for Work and Materials for which previous Certificates for Payments have been issued and payments received from the Town of Barnstable, that all Contractor and Sub-contractor payroll data for the time period covered by this application has been submitted to the Town and that the current payment shown herein is now due.

CONTRACTOR: _____

BY: _____

DATE: _____

SECTION 15

STATE TAX CERTIFICATION CLAUSE

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all State Tax returns and paid all State Taxes under law.

* Signature of Individual or
Corporate Name (Mandatory)

By: _____
Corporate Officer
(Mandatory, if applicable)

**Social Security No. (Voluntary)
or Federal Identification No.

* Approval of a contract or other agreement will not be granted unless this certification clause, if signed,

Your Social Security Number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency **will not have a contract or agreement issued, reviewed, or extended. This request is made under the authority of Mass. G.L. 62C, S.49A.

SECTION 16
TOWN OF BARNSTABLE
DEPARTMENT OF PUBLIC WORKS
HYANNIS, MA 02601

(508) 862-4090

TAX EXEMPTION NUMBER

Date: _____

TO WHOM IT MAY CONCERN:

This is to certify that whenever _____

purchases material and supplies for projects awarded by bid for the Town of Barnstable, all materials used on these projects are tax exempt.

Our Tax Exempt number is E-046-001-079.

SECTION 17

TOWN OF BARNSTABLE CHANGE ORDER

CHANGE ORDER NO. _____ DATE: _____

CONTRACT NO. 02-000-10-001 PROJECT NO. _____

CONTRACT TITLE: **2010 CHIP SEAL OF VARIOUS ROADS**

CONTRACTOR'S NAME: _____

CONTRACTOR'S ADDRESS: _____

PREVIOUS CONTRACT AMOUNT \$ _____

AMOUNT OF THIS ORDER \$ _____
(decrease) (increase) (no change)

REVISED CONTRACT AMOUNT \$ _____

An (increase) (decrease) (no change) of _____ days in the contract is hereby authorized.

This order covers the contract modification hereunder described:

The work covered by this order shall be performed under the same terms and conditions as included on the original construction contract..

Change Approved:

By: _____ Date: _____

Contractor

Title: _____

TOWN OF BARNSTABLE

By: _____
Mark A. Milne, C.P.A., Finance Director
Verify funds are available for this Change Order

Date: _____

By: _____
John C. Klimm, Town Manager

Date: _____

By: _____
Mark S. Ells, Director

Date: _____

By: _____
Robert A. Burgmann, P.E., Town Engineer

Date: _____

SECTION 18

TOWN OF BARNSTABLE

CERTIFICATE OF NON-COLLUSION

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

FIRM _____

SIGNATURE _____

ADDRESS _____

NAME (print) _____

TITLE _____

TELEPHONE _____

DATE _____

SECTION 18

Town of Barnstable Procedures OSHA Training Certification of contractors

As of July 1, 2006, the Town of Barnstable will comply with the amended MGL chapter 30 section 39s "**Contracts for Construction: Requirements**" as follows.

The Town of Barnstable in all bids and contracts that fall under the application of this law, as amended, will require bidders and/or contractors to comply with the requirements of certifying that they and their employees have complied with MGL chapter 30 section 39s. This law requires successful completion of a 10 hour OSHA safety training course prior to working on the Town's worksite or in the work subject to the bid or contract.

The Town will reject any bids that do not include proper certification submitted with the bids at the posted time for bid opening, however, the town may, at its sole discretion, allow up to two (2) working days for the contractor to submit the required certification. In those cases where contracts are offered without using the sealed bid process, the same certification will be due upon contract signing.

It is expected that the contractor, by signing the certification form provided with the bid is fully meeting the language of the law, as amended, and that they are accepting the responsibilities to comply with the law for the full term of the work.

The Town of Barnstable will pay certified payrolls that are deemed complete. The statute indicates that with the first certified payroll submitted to the Town, documentation must be provided that each employee on the payroll documents submitted to the Town has successfully completed the OSHA training.

Any employee who's name does not appear on the first certified payroll must submit certification with the first payroll they do appear on. Failure to provide full documentation may result in a delay in payment to the vendor as the packet submitted for payment would be determined to be incomplete.

Any employee found on a worksite subject to this section without documentation of 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.

This certification requirement will go into effect for any bids received or contracts awarded after July 1, 2006 in accordance with MGL 30 39s as amended by Chapter 306 of the Acts of 2004.

**CERTIFICATION
OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) TRAINING**

In accordance with Massachusetts General Law 30: Section 39S, as amended by Chapter 306 of the Acts of 2004, effective 7/1/06, for all contracts for the construction, reconstruction, alteration, remodeling or repair of any public work or the construction, reconstruction, installation, demolition, maintenance or repair of any public building estimated to cost more than \$10,000, the Contractor hereby certifies to the following:

(1) that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and (3) that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.

(b) Any employee found on a worksite subject to this section without documentation of 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.

(c) The attorney general, or his designee, shall have the power to enforce this section including the power to institute and prosecute proceedings in the superior court to restrain the award of contracts and the performance of contracts in all cases where, after investigation of the facts, he has made a finding that the award or performance has resulted in violation, directly or indirectly, of subsection (b), and he shall not be required to pay to the clerk of the court an entry fee in connection with the institution of the proceeding.

The undersigned hereby certifies under the penalties of perjury to the above:

Company: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

Telephone: _____ Fax: _____

A. REFERENCES

Bidders must provide a list of at least 5 references to which similar projects have been completed, along with a name of a contact person and phone numbers. (municipalities desired, if applicable)

1. Town: _____
Contact: _____ Phone: _____
Project Value and Description: _____

2. Town: _____
Contact: _____ Phone: _____
Project Value and Description: _____

3. Town: _____
Contact: _____ Phone: _____
Project Value and Description: _____

4. Town: _____
Contact: _____ Phone: _____
Project Value and Description: _____

5. Town: _____
Contact: _____ Phone: _____
Project Value and Description: _____

EXHIBIT A

2010 CHIP SEAL OF VARIOUS ROADS

SUPPLEMENTARY SPECIFICATIONS

SCOPE OF WORK

The work under this Contract shall consist of providing all materials, equipment, and traffic control and clean up necessary to complete rubberized asphalt chip sealing on sections of eleven roadways in the Town of Barnstable, totaling approximately 23,483 Linear Feet (L.F.), 59,083 Square Yards (S.Y.) Following the chip sealing operations the Contractor shall replace all lines and road markings as existed prior to operations. The locations of work are as follows:

Roadway Descriptions:

Location	Type	Length	Area	Existing Traffic Markings
Arrowhead Drive	Minor Coll.	3,572	8,732	Thermoplastic
Sea Street, Hyannis	Minor Coll.	3,502	10,506	Thermoplastic
Fawcett Lane	Minor Res.	2,407	5,884	None
Ferndale Road	Minor Res.	491	1,200	None
Princess Pine Road	Minor Res.	425	1,039	None
Checkerberry Road	Minor Res.	396	792	None
Swift Avenue	Minor Coll.	3,779	7,978	Thermoplastic
Old Mill Road	Minor Coll.	5,233	12,792	Thermoplastic
Bates Street	Minor Res.	698	1,551	Thermoplastic
West Bay Road	Minor Coll.	2,980	8,609	Thermoplastic

The locations of work are shown on enclosed maps included in these documents.

The Contractor shall review the location of proposed chip seal with the Engineer prior to the beginning of work.

All work done under this Contract shall be in conformance with the Massachusetts Highway Department Standard Specifications for Highways and Bridges dated 1988; the Supplemental Specifications, dated June 6, 2006; Standard Special Provisions dated February 20,2007; the 1977 Construction Standards; the April 2003 Metric/English Supplemental Drawings; the 2003 Manual on Uniform Traffic Control Devices for Streets and Highways, with revision #1 dated November 2004; the 1996 Construction and Traffic Standard Details; the American Standards for Nursery Stock (ANSI-Z60.1-2004), **all as amended**, the Plans, and these Special Provisions.

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

WORK SCHEDULE

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

The Contractor shall provide, to the Town of Barnstable, a comprehensive Project schedule prior to beginning work and submit an update weekly unless directed otherwise by the Engineer.

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 Engineer.

Weather Conditions

No work shall be performed during or immediately after rainfall or when rain is forecast or anticipated during or within twenty four (24) hours before or after the chip sealing operation. The pavement surface temperature should be at least 55° F and rising and work on days with strong winds should be avoided

PUBLIC SAFETY AND CONVENIENCE

(Supplementing Subsection 7.09)

Detour of traffic outside the project limits is prohibited.

The Contractor shall provide the necessary access for emergency vehicles through the work zones to abutting properties at all times.

Sweeping and cleaning of surfaces beyond the limits of the project required 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; therefore, there will be no additional compensation for this work.

The contractor shall place advertisements in the Cape Cod Times and the Barnstable Patriot two weeks prior to construction advising citizens of location, dates and times of construction activities.

NOTICE TO OWNERS OF UTILITIES

(Supplementing Subsection 7.13)

Written notice shall be given by the Contractor to all public service corporations or municipal and State officials owning or having charge of publicly or privately owned utilities at least one week in advance of the commencement of operations that will affect the utilities. The Contractor shall, at the same time, file a copy of such notice with the Engineer

The following are the names of owners and representatives of the principal utilities affected, but completeness of this list is not guaranteed:

TOWN OF BARNSTABLE

Barnstable Town Engineer
230 South Street
Barnstable, MA 02601

Robert A. Burgmann, P.E.
(508) 862-4070

Cotuit Fire District
64 High Street
Cotuit MA 02635

Chief Christopher Olsen
Phone: (508) 428-2210

Hyannis Fire District
382 Falmouth Road
Hyannis, MA 02601

Chief Harold S. Brunelle
Phone:(508) 775-1300

Centerville-Osterville-Marstons Mills Fire District
1875 Falmouth Road
Centerville, A

Chief John Farrington
Phone:(508)790- 2375

West Barnstable Fire District
2160 Meetinghouse Way
West Barnstable, MA

Chief Joe Maruca
Phone:(508)362 3241

Barnstable Police Dept.
1200 Phinney's Lane
Hyannis, MA 02601

Sgt. Andrew McKenna
Phone:(508) 778-3847

ELECTRIC

NStar Electric
1 Nstar Way
Yarmouth, MA 02664

Paul Sellers
Phone:(508) 790-1721
Ext. 5736

Comcast (cable)
10 Old Town House Road East
South Yarmouth, MA 02664

508 760-3400 x3037

TELEPHONE

Verizon
44 Old Town House Rd
Yarmouth, MA 02664

Dave Silva
Phone: (508) 398-5727

GAS

Keyspan
127 Whites Path
South Yarmouth, MA 02664

Pete Coulter
Phone: (508) 760-7501

OTHER AFFECTED PARTIES ARE:

Charlie Genatossio – Town of Barnstable Tree Warden – Phone (508) 790-6330 (To be notified prior to any vegetation clearing, trimming or cutting).

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 construction operations.

The Contractor shall notify "Mass. DIG SAFE" 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

PROTECTION OF UTILITIES AND PROPERTY **(Supplementing Subsection 7.13)**

The Contractor shall be responsible for the repair or replacement, at no additional cost to the Owner, of any damage to utility structures caused by construction operations. The Contractor is responsible to 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 utility owner's direction. Pipes or other structures damaged by the operation of the Contractor may be repaired by the utility owner which suffers the loss. The cost of such repairs shall be borne by the Contractor, without compensation therefore.

If during construction there is an existing utility and/or structure found to be in conflict with the proposed work under this Contract, the Contractor shall protect and maintain the services to the utilities and structures. The Engineer will, as soon as possible identify the utilities to be relocated or other such activities deemed suitable for resolution.

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 therefore.

PROVISIONS FOR TRAVEL AND PROSECUTION OF THE WORK
(Supplementing Subsection 8.03)

Before starting any work under this Contract, the Contractor shall prepare, and submit to the Engineer for approval, a plan (based on the Contract Traffic Management Details) that indicates the traffic routing proposed by the Contractor during the various stages and time periods of the work and the temporary barricades, signs, drums and other traffic control devices to be employed during each stage and time period of the work to maintain traffic and access to abutting properties.

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

TEMPORARY ACCESS TO AREA MERCHANTS AND BUSINESSES
(Supplementing Subsections 8.02 and 8.06)

Access to all businesses and residences shall be maintained at all times. after proper execution of the chip sealing operations, including curing

SAFETY CONTROLS FOR CONSTRUCTION OPERATIONS
(Supplementing Subsection 850.21)

Safety controls for construction operations shall be performed in accordance with the relevant provisions of Section 850 of the Standard Specifications, the Manual on Uniform Traffic Control Devices, the Traffic Management Details and as directed by the Engineer.

The providing of safety controls for construction operations shall be considered incidental to this contract and the costs for safety controls shall be included in the unit bid price for those contract items requiring such controls.

Positioning, adjusting and re-positioning of all devices such as traffic cones, high level warning devices, etc., not otherwise classified and paid for under other items in this contract, is considered incidental and no separate payment will be made.

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

Surplus materials will be removed from the site and disposed of by the Contractor.

DRAINAGE SYSTEMS

The Contractor shall protect the existing drainage systems, including all grates, frames, sluiceways and swales from all emulsion spray and chip placement. Any materials entering catch basins or drainage ways shall be removed.

No separate payment will be made for the maintenance of the existing drainage system.

PROPERTY BOUNDS

The Contractor shall exercise due care when working around all property bounds which are to remain. Should any damage to a bound result from the actions of the Contractor, the bound shall be replaced and/or realigned by a licensed land surveyor as directed by the Engineer at no cost to the Owner.

POLICE SERVICES

The Contractor shall be responsible for contacting the Town of Barnstable Police Department Safety Officer and requesting and coordinating police services required to direct traffic on existing roadways where traffic is maintained.

All costs in connection with Police Services for traffic control shall be paid by the Contractor and should be included in the unit prices bid for each item of work. No additional payment will be made for police services.

MOBILIZATION

Transportation and supply of all materials, equipment, signage and labor required to perform the work to be included in this Item. **No additional payment shall be made for Mobilization.**

SITE PREPARATION

The roadway area to be treated shall be thoroughly swept and cleaned of all vegetation, debris and surface sand or soil. All localized depressions, trench depressions and settlements shall be patched with a "shim coat" after a tack coat is applied. All thermoplastic line markings shall be removed and disposed of off site. The surface preparation shall be reviewed and approved for placement of the rubber chip seal by the Engineer. **No additional payment shall be made for site preparation except as herein allowed for shim coat asphalt and tack coat ITEM 460.0**

ITEM 466.1**CRACK SEALING**

Prior to the placement of the Stress Absorbing Membrane Layer, the roadways shall be inspected and crack sealed with a blend of asphalt cement (AC -20) and Polyester fibers. The asphalt- fiber blend shall consist of 6% fiber weight to weight of asphalt. As directed by the Engineer all cracks shall be thoroughly cleaned by air compressor and nozzle and self propelled or manual brooms, all pavement surfaces are to be cleaned of debris resulting from the crack cleaning.

PAYMENT

Payment for crack seal shall be paid for the Unit Price per Gallon used, the Unit Price shall include all labor, materials and equipment used to complete the work under this item.

ITEM 466.**STRESS ABSORBING MEMBRANE LAYER (CHIP SEAL)
RUBBERIZED ASPHALT CEMENT**

The Asphalt Cement shall meet the requirements of M3.01.0 and the granulated rubber gradation shall meet the requirements of Section 466.40 of the Standard Specifications, be uniformly applied at the rate of approximately 0.60 gallons per square yard at a temperature of between 350°F to 410°F. No emulsion shall be applied that cannot be immediately covered with stone chips.

CHIP SEAL AGGREGATE

The chip seal aggregate shall meet the requirements of M2.01.0 ,be clean and free of detritus material.

Aggregate shall be spread immediately after application of the emulsion. No exposed emulsion shall be “tracked on “by vehicles and all ridges, or uneven areas shall be smoothed by hand prior to rolling. All excess material shall be removed by a mechanical sweeper

ROLLING OF AGGREGATE

Immediately following the placement of the stone aggregate the surface shall be rolled by a minimum of two multi wheeled pneumatic tire rollers achieving three passes; rollers shall have a minimum weight of 10 tons. Minimum width shall be 56 inches and tire pressures shall be 100 psi. A final pass shall be made by a steel drum static roller. The Rolling shall continue until all aggregate is thoroughly set. No additional payment shall be made for the rolling operation.

PAYMENT:

Payment for chip seal process shall be paid for per square yard, including all labor, materials and process required to complete the work.

ITEM 852**SAFETY SIGNING FOR CONSTRUCTION OPERATIONS**

The work under these items shall conform to the relevant provisions of Section 850 of the Standard Specifications and the following:

All barricades and drums shall have reflective sheeting conforming to Subsection M9.30.0, Type VI, and Flexible High Intensity.

Flags for Advance Warning Signs

Standard orange and red-orange flags (16-inch by 16-inch minimum) shall be mounted on all advance work area signs.

Flags shall be mounted as shown on page 6F-6 of the Manual on Uniform Traffic Control Devices (MUTCD) and shall not interfere with a clear view of the sign face.

No separate payment will be made for the furnishing, erection and maintenance of the flags, but all costs in connection therewith shall be included in the Contract unit price bid.

Guide Signs

The work shall also include the removal and the resetting of existing guide signs on temporary supports at temporary locations. Temporarily relocated guide signs will be measured for payment and paid for under Item 852 once; regardless of the number of times each sign may be removed and reset at a temporary location.

PAYMENT

Safety signing for construction operation will be included in the lump sum price for provision and maintenance of traffic control.

PAVEMENT MARKINGS (PAINT)

**ITEM 864.00 PAVEMENT ARROWS, BARS, STRIPES & LEGENDS SQUARE FOOT
REFLECTORIZED WHITE**

ITEM 860.04 4 INCH REFLECTORIZED WHITE LINE LINEAR FOOT

ITEM 861.0 4 INCH REFLECTORIZED YELLOW LINE LINEAR FOOT

The work under this item shall conform to the relevant provisions of Section 860 of the Standard Specifications and the following:

Prior to placement of chip seal surfaces the Contractor shall make record of all existing pavement markings, including, but not limited to: center lines, shoulder lines, gore striping, crosswalks, stop

lines and school zone markings. Following the chip seal operation the Contractor shall apply striping to match preconstruction locations.

All centerline markings to be placed immediately after “chip seal” surface has been placed and is cured. All remaining shoulder lines, stop lines and other required markings are to be placed within seventy two (72) hours of completion of the “chip seal” process.

The Contractor shall furnish and place white “SCHOOL” legend, at existing locations and as required by the Engineer. The size of all legends shall conform to the Manual on Uniform Traffic Control Devices.

Arrow & Legend Area	
School Zone	80.0 square feet

Pavement arrows and legends and cross walks and stop lines(Refl. White) will be measured for payment by the square foot of pavement marking installed. Pavement lines will be measured for payment by the linear foot of pavement marking installed.

PAYMENT

Pavement arrows and legends and cross walks and stop lines (Refl. White) will be paid for at the Contract unit price per square foot, which price shall include all labor, materials, equipment and incidental costs required to complete the work.

Pavement lines will be paid for at the Contract unit price per linear foot, which price shall include all labor, material, equipment and incidental costs required to complete the work.