COUNTY OF BARNSTABLE
PURCHASING
DEPARTMENT OF FINANCE

Elaine Davis
Chief Procurement Officer

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February 7, 2017

MEMORANDUM

TO: County Commissioners

FROM: Elaine Davis, Chief Procurement Officer

RE: Approval of Pre-Qualified Vendors

Recent changes to MA General Law through the Municipal Modernization Act allow for an awarding authority to procure a list of vendors for defined categories of trades work for individual projects that are estimated to cost between $10,000 and $50,000. Once a list of vendors has been pre-qualified, municipalities may use it to solicit three quotes for each project engagement and award a contract to the responsive, responsible bidder offering the lowest price.

The Purchasing Division worked with the towns and the Attorney General's Office to develop specifications that comply with the newly enacted law. We requested qualifications from vendors for a list of different trades. Each vendor was required to submit qualifications and a list of references, as well as agree to comply with the requirements of Massachusetts Construction laws.

We were able to develop a list of sixty vendors in fourteen different categories of work. Once approved, the list will be distributed to towns and other political subdivisions who will then utilize it by following the quote process. The towns will enter into their own contracts with vendors for their individual projects. The benefit of using this list is that it allows municipalities to forego lengthy advertising requirements for small scale projects.

Attached is the list of vendors that have responded with all of the necessary information and whose references have been satisfactory. Please approve the list of pre-qualified bidders as attached.

Thank you.

County Commissioners:

Ronald R. Beaty, Jr.	Mary Pat Flynn	Leo Cakounes

Date

BARNSTABLE COUNTY APPROVED TRADESPERSONS LIST					
CATEGORY	VENDOR	LOCATIONS			
		Upper Cape	Mid Cape	Lower Cape	Outer Cape
Alarms, Fire	Cape Cod Alarm, Inc	Y	Y	Y	Y
Alarms, Fire	Galaxy Integrated Technologies	Y	Y	Y	Y
Alarms, Fire	Kinsman Electrical	Y	Y	N	N
Alarms, Fire	Signet Electronic Systems	Y	Y	Y	Y
Alarms, Security	Cape Cod Alarm	Y	Y	Y	Y
Alarms, Security	Galaxy Integrated Technologies	Y	Y	Y	Y
Alarms, Security	Ockers, Co	Y	Y	Y	Y
Alarms, Security	Signet Electronic Systems	Y	Y	Y	Y
Asphalt & Paving	Lawrence Lynch Corp	Y	Y	Y	Y
Asphalt & Paving	MCE Dirtworks	Y	Y	Y	Y
Asphalt & Paving	Mill City Construction	Y	Y	Y	Y
Asphalt & Paving	Mom's Construction LLC	Y	Y	Y	Y
Boiler	Arden Engineering Constructors	Y	Y	Y	Y
Boiler	Mill City Construction	Y	Y	Y	Y
Boiler	PMG Mechanical Services	Y	Y	Y	Y
Electrical	B&B Electric	Y	Y	Y	Y
Electrical	Galaxy Integrated Technologies	Y	Y	Y	Y
Electrical	Kinsman Electrical	Y	Y	N	N
Electrical	KOBO Utility Construction	Y	Y	Y	Y
Electrical	Ockers Co.	Y	Y	Y	Y
Electrical	Young Electrical Services	Y	Y	N	N
General Contractor	Beacon Marine Construction LLC	Y	Y	Y	Y
General Contractor	Benn Construction	Y	Y	depends on size and scope	
General Contractor	Bortolotti Construction, Inc	Y	Y	Y	N
General Contractor	C White Marine, Inc	Y	Y	N	N
General Contractor	Lawrence Lynch Corp	Y	Y	Y	Y
General Contractor	MCE Dirtworks	Y	Y	Y	Y
General Contractor	Mill City Construction	Y	Y	Y	Y
General Contractor	Morin & Pepin Inc.	Y	Y	Y	N
General Contractor	Southshore Generator Service	Y	Y	Y	Y
General Contractors	Galaxy Integrated Technologies	Y	Y	Y	Y
Generator/Turbine	FM Generators	Y	Y	Y	Y
Generator/Turbine	Southshore Generator Service	Y	Y	Y	Y
Generator/Turbine	KOBO Utility Construction	Y	Y	Y	Y
HVAC	Arden Engineering Constructors	Y	Y	Y	Y
HVAC	Mill City Construction	Y	Y	Y	Y
HVAC	PMG Mechanical Systems LLC	Y	Y	Y	Y
Masonry	Folan Waterproofing & Construction	Y	Y	Y	Y
Masonry	Lucido Masonry	Y	Y	Y	Y
Masonry	Mill City Construction	Y	Y	Y	Y
Painting	Bello Painting Co., Inc	Y	Y	Y	Y
Painting	DC Construction Services	Y	Y	Y	Y
Painting	Drizos Contracting, LLC	Y	Y	Y	Y
Painting	Gentleman Painting	Y	Y	Y	Y

CATEGORY	VENDOR	LOCATIONS			
		Upper Cape	Mid Cape	Lower Cape	Outer Cape
Painting	Mill City Construction	Y	Y	Y	Y
Painting	RJ Forbes	Y	Y	Y	Y
Painting	Stewart Painting	Y	Y	Y	Y
Plumbing	Arden Engineering Constructors	Y	Y	Y	Y
Plumbing	Mill City Construction	Y	Y	Y	Y
Plumbing	PMG Mechanical Services	Y	Y	Y	Y
Plumbing	Robert Irvine & Sons	Y	Y	Y	Y
Septic	Bortolotti Construction, Inc	Y	Y	Y	N
Septic	MCE Dirtworks	N	Y	Y	Y
Septic	Speakman Excavating	Y	Y	Y	Y
Telephone/Intercom	Galaxy Integrated Technologies	Y	Y	Y	Y
Telephone/Intercom	Signet Electronic Systems	Y	Y	Y	Y
Telephones/Intercom	Capewide Telephone	Y	Y	Y	Y
Tree Services	Mill City Construction	Y	Y	Y	Y
Tree Services	Northeastern Tree Services	Y	Y	Y	Y
Tree Services	The Davey Tree Expert Co	Y	Y	Y	N

COOPERATIVE AGREEMENT
BETWEEN
BARNSTABLE COUNTY
AND
TOWN OF TRURO

THIS AGREEMENT, made and entered into this _____ day of _____, 2017, by and between the County of Barnstable, hereinafter called the "County," and the Town of Truro, hereinafter called the "Town."

WHEREAS, Barnstable County received financial assistance in the form of a capital equipment grant from the Commonwealth, through DEM and Waterways to implement a regional maintenance and improvement dredging program, including the purchase and acquisition of a dredge and associated capital equipment; and

WHEREAS, the expenditure of local funds for dredging for maintenance or improvement of the waterways of the Commonwealth is authorized under Chapter 33 of the Acts of 1991; and

WHEREAS, it has been determined that the implementation of a regional dredging program, as a pilot project to ascertain the cost effectiveness of a publicly operated dredging program, is in the best interest of the towns in Barnstable County and the Commonwealth; and

WHEREAS, the Town has participated in the development and establishment of the regional dredge program through the Dredge Advisory Committee, and has identified its dredging needs through the Barnstable County Dredge Management Plan; and

WHEREAS, the Town wishes to have the County undertake the dredging projects covered by this agreement.

ARTICLE I. STATEMENT OF WORK

NOW THEREFORE, in consideration of the above premises and in the interest of the mutual advantage in attainment of common objectives, the parties hereto agree as follows:

BARNSTABLE COUNTY AGREES:

1. To do and perform all dredge related work in accordance with the specifications, drawings, and plans (Attachment I) for Pamet Harbor up to a maximum contract amount of ~~$95,000.00~~. Final and complete specifications, plans and drawings shall be provided to the County by the Town in a timely manner.
$73,000.00 RA

2. To observe, comply with, and be subject to all terms, conditions, requirements,

and limitations of the specifications, plans, and drawings identified in Attachment I as applicable to dredging and rough placement of materials.

3 To provide a hydraulic dredge and all related equipment to conduct maintenance dredging for the Town, according to and guided by the specifications, plans, drawings as provided.

4. To pump dredge materials and provide rough beach placement of said materials at a rate of $9.00 per cubic yard. This price includes before and after dredge surveys *to be performed by the County.*

5. To comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage injury or loss *or on dredging or handling of dredge materials.*

6. To indemnify and hold harmless any party sustaining damage or loss resulting from the negligence of the County.

7. *Immediately notify the Town and cease operations whenever the dredging operations exceed the specifications, drawings and plans or whenever situations or conditions are encountered outside the scope of the specifications, drawings, and plans.*

8. Without the prior approval of the Town, the dredge will operate between the hours of 7:00 A.M. and 7:00 P.M.

THE TOWN OF TRURO AGREES:

1. To obtain all required federal, state, and local permits and approvals to conduct the dredge project.

2. To furnish all specifications, drawings, and plans required to perform the dredge project at the execution of this document. Said documents will be incorporated by reference as Attachment I.

3. To conduct required inspections and testing consistent with federal, state, and local permits and approvals.

4. To inspect the County's on-site dredging work in a timely manner.

5. To obligate funds to conduct the dredging work specified in Attachment I.

6. To indemnify and hold harmless any party sustaining damage or loss resulting from the negligence of the County.

BOTH BARNSTABLE COUNTY AND THE TOWN OF TRURO AGREE:

That nothing herein shall be construed as obligating either Barnstable County or the Town of Truro to expend funds or to be obligated to spend funds beyond the scope of this contract.

This AGREEMENT may only be modified in the form of amendments in writing by mutual agreement by both parties. Request for modification will be forwarded to one party by the other party by written notice.

ARTICLE II. TERM OF AGREEMENT

This AGREEMENT shall be effective when signed by all parties and shall remain in effect until the dredging identified in Attachment I is completed to the mutual satisfaction of all parties.

ARTICLE III. PAYMENT TO COUNTY:

The cost of the project shall be based on a per cubic yard basis, and calculated on the total cubic yards of material moved, *using standard engineering practices,* except as specified in Article VIII. The cost per cubic yard is $9.00. The Town shall be billed, and the County shall be paid for the following services:

Mobilization costs for project;

50% movement/placement of dredge materials;

100% movement/placement of dredge materials;

Demobilization costs for the project.

The Town shall submit payment within 30 days of date of invoice to the County. Failure to pay said invoice within 30 days will result in the assessment of a late fee in the amount of 1% per month (12% annually) on the unpaid balance remaining after the 30th day. Said late fee will be assessed daily 0.033%. Failure to pay invoice within 90 days may result in legal action. The Town shall be responsible for all legal costs incurred by the County in collection of unpaid debts.

ARTICLE IV. WEATHER CONDITIONS

In the event of temporary suspension of work due to inclement weather conditions, the County shall cease work with no adverse consequences to the County. The decision to cease work shall be made by the County in consultation with the Town.

ARTICLE V. CHANGES IN WORK

No changes in the work covered by this Agreement shall be made without having prior written approval of both the Town and County. Costs for additional cubic yardage shall be determined utilizing the costs identified in Article III.

ARTICLE VI. COUNTY INSURANCE

The County shall maintain the following insurance coverage while conducting the dredge project:

1. Compensation insurance. The County shall maintain during the life of this Agreement Workmen's Compensation Insurance as required by applicable state law.

2. Protection and Indemnity insurance.

3. General liability and excess liability insurance.

4. Pollution insurance.

5. Contingent watercraft liability insurance.

ARTICLE VII. INDEMNIFICATION

The County agrees to hold the Town harmless for any and all damage done by the dredge, its crew or associated enterprises on account of the operation of the dredge during the pendency of this Agreement.

ARTICLE VIII TERMINATION

Either party may terminate this Agreement by providing ten (10) days written notice to the other. The Town shall pay the County all costs incurred by the County to the date of termination, including staff time, review of documents and any other costs associated with the project up to said termination.

IN WITNESS WHEREOF, the TOWN and the COUNTY execute this Agreement this _____ day of _____, 2017.

BARNSTABLE COUNTY COMMISSIONERS:

Leo G. Cakounes

Mary Pat Flynn

Ronald Beaty

Date

TOWN:

Date