

**NATIONAL CRIME VICTIMS' RIGHTS WEEK**

**APRIL 2-8 2017**

**Independence House, Inc.**

**and**

**The Cape & Islands District Attorney's Office**

- Whereas,** between 2015 and the first half of 2016, violent crime in America increased 5.3 percent; **and**
- Whereas,** 55 percent of serious violent victimizations and only 35 percent of property victimizations were reported to police in 2015; **and**
- Whereas,** victims and survivors of crime across America need and deserve consistent access to support and assistance that can help them cope with the short- and long-term consequences of crime; **and**
- Whereas,** National Crime Victims' Rights Week – April 2 to 8, 2017 – is an important time to join together across our state and Nation to celebrate the theme of “Strength. Resilience. Justice.” **and**
- Whereas,** we provide strength to victims, survivors and communities by offering services and support that are accessible, culturally-competent, victim-centered and trauma-informed; **and**
- Whereas,** we promote victim/survivor resilience by offering victim voices, choices, and options for assistance and support; **and**
- Whereas,** we recognize as individuals, communities and a Nation that justice isn't served Until crime victims are; **and**
- Whereas,** victims and survivors of crime can receive a wide range of supportive services offered by over 30,000 community- and justice system-based programs, and exercise their rights as defined by more than 32,000 Federal and state laws; **therefore, be it**
- Resolved,** that the Barnstable County Commissioners proclaim the week of April 2 to 8, 2017 to be Barnstable County, Massachusetts Crime Victims' Rights Week, and honors crime victims and those who serve them during this week and throughout the year.

## License Agreement between Barnstable County and Cape & Islands Emergency Medical Services System Inc.

Now therefore, we, Barnstable County and Cape & Islands Emergency Medical Services System, Inc. seek to establish a defined relationship between Barnstable County's Fire / Rescue Training Academy (BCFRTA) and Cape & Island Emergency Medical Services Systems Inc. (CIEMSS), to better serve the Towns that participate in training services offered by both agencies.

Whereas; Cape and Islands Emergency Medical Services Systems Inc. presently provides Physician supervised, Mandatory Emergency Medical Continuing Education Training Programs to the Paramedics and EMT's employed by Fire / EMS Services within Barnstable County, and continues to expand offerings in the services they provide.

Whereas; Barnstable County operates the Fire & Rescue Training Academy located on So. Flint Rock Road in Barnstable for the purpose of training Fire Fighters and other emergency response personnel.

Whereas; the Barnstable County, acting through its Fire Training Academy, shall be known as "Grantor," and the Cape & island Emergency Medical Services System Inc. shall be known as "Grantee."

Now therefore, Grantor and Grantee hereby agree as follows;

1. The Grantor shall provide the use of the property known as Barnstable County Fire & Rescue Training Academy, located at 155 South Flint Rock Road, Barnstable Mass. See attachment (A) for description and map for the purpose of conduction Training Sessions and seminars.
2. The use of the property shall include the parking, buildings, classrooms, equipment and current structures presently on the site.

3. It is understood that from time to time scheduling conflicts will occur. Both parties agree to work together and develop schedules well in advance in an attempt to avoid such conflict. Once the Grantee's schedule of events is agreed to by Grantor, barring any unforeseen emergencies, Grantor will honor the Grantee's reserved scheduled date.
4. At no time shall either party infringe on the Training services rendered by the other party. Grantor and Grantee shall work in conjunction with each other to offer the community the best services possible.
5. Grantee shall carry necessary Liability Insurance to Indemnify Grantor for all damages, actual or perceived, caused from activity by the Grantee in an amount determined by Grantor.
6. The Grantee shall be billed, on a monthly basis, for the reimbursement of costs incurred by the Grantor related to this License Agreement. These charges shall be allocation of costs related to Electricity, Heat, General Liability Insurance, and ongoing maintenance and repairs. The sum not to exceed \$\_\_\_\_\_ monthly.
7. The Grantee shall be credited for any and all capital expenses and improvements made to said property authorized by Grantor. All such expenditures shall be subject to prior approval by the Grantor's Facilities Director and maybe used to offset any billing for costs by Grantor as set forth in Article 6 herein.
8. Grantee and Grantor agree that this License shall be revocable by either party with a 90-day written notice.
9. Grantor shall hold harmless the Grantee for any liability, resulting from the ongoing and preexisting EPA requirements for cleanup of the site, and Town of Barnstable Lawsuit in relationship to PFOS contamination. Grantee shall not use products containing PFOS in its training.

In Witness, Whereof, Barnstable County, acting through its Commissioners of the Regional Government Known as Barnstable County and Cape and Island Emergency Services Inc., acting through its Board of Directors or their authorized designee, hereunto set our hand and seal this agreement on the \_\_\_\_ day of \_\_\_\_\_, 2017

County Commissioners

\_\_\_\_\_  
Leo Cakounes

\_\_\_\_\_  
Ronald Beaty

\_\_\_\_\_  
Mary Pat Flynn

Barnstable County Cape and Island Emergency Services Inc.

\_\_\_\_\_

Witness:

\_\_\_\_\_

BARNSTABLE COUNTY BOARD OF COMMISSIONERS  
In the Year Two Thousand Seventeen  
Ordinance 17-\_\_

To authorize the County to purchase capital equipment, and implement capital improvements for use in conducting the business of the County and to borrow money to pay, therefore;

*The Cape Cod regional government, known as Barnstable county hereby ordains;*

The Board of Commissioners is hereby authorized to purchase capital equipment, and implement capital improvements for use in conducting the business of the County as follows:

Section 1.

- a. Purchase the following equipment for the Facilities Department for use in conducting business specific to the operations and services of the Barnstable County Commissioners:

<u>Item</u>	<u>Cost</u>	<u>Finance Account Number</u>
Replacement of Vehicle:	\$35,000.00	0053028 5837 2018
Total Cost	\$35,000.00	

- b. Implement the following capital improvements for the Facilities Department for use in conducting business specific to the operations and services of the Barnstable County Commissioners:

<u>Item</u>	<u>Cost</u>	<u>Finance Account Number</u>
Superior Courthouse - Roof Replacement	\$360,000.00	0052038 5801 2018
Superior Courthouse – Exterior Renovations	\$210,000.00	0052038 5807 2018
First District – Electrical Improvements	\$45,000.00	0051118 5811 2018
Total Cost:	\$615,000.00	

The total cost of equipment, improvements and projects equals (=) \$645,000.00.

Section 2.

For the purposes set forth in Section 1, the County Treasurer, with the approval of the County Commissioners, may borrow from time to time, on the credit of the County, such sums as may be necessary, and may issue bonds and or notes of the County therefore;

Section 3.

All bonds or notes issued pursuant to this proposed ordinance shall be signed by the County Treasurer and countersigned by a majority of the County Commissioners. The County may sell securities at public or private sale upon such terms and conditions as the County Commissioners may deem proper but not at prices of less than par value. Indebtedness incurred under this proposed ordinance shall, except as herein provided, be subject to Chapter 35 of the Massachusetts General laws.

Approved by the Board of Regional Commissioners \_\_\_\_\_ at \_\_\_\_\_  
Date Time

\_\_\_\_\_  
Leo G. Cakounes, Chair

\_\_\_\_\_  
Mary Pat Flynn, Vice-Chair

\_\_\_\_\_

Ronald R. Beaty, Commissioner



P.O. Box 427 • Barnstable, Massachusetts 02630  
Telephone (508) 375-0410 • Toll Free (888) 863-1900 • Fax (508) 375-0409

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## MEMO

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**DATE:** March 8, 2017  
**TO:** County Commissioners  
**FROM:** Stacy Gallagher  
**SUBJECT:** Children's Cove Advisory Board Members

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Please **VOTE** to appoint the following to the Children's Cove Advisory Board.

Sonja Chaudry, Cape Cod Healthcare Pediatrics – 2017/2019  
Dr. Kristen Davies, Child & Family Services – 2017/2019

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Leo G. Cakounes, Chair

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Mary Pat Flynn, Vice Chair

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Ronald R. Beatty

COUNTY OF BARNSTABLE  
PURCHASING  
DEPARTMENT OF FINANCE

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

**Elaine Davis**  
Chief Procurement Officer

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

March 10, 2017

**MEMORANDUM**

**TO:** County Commissioners  
**FROM:** Elaine Davis, Chief Procurement Officer  
**RE:** Notice of Award

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Five (5) firms responded to a Request for Proposals for Auditing Services, which was issued by the County on January 15, 2017.

To review the submittals, an Evaluation Committee was selected which consisted of Mary McIsaac, Finance Director; Joanne Nelson, Auditor; Ed Senteio, Finance Director, Town of Yarmouth; MaryAnn Gibbs, Accountant, Town of Dennis; and Ron Bergstrom, Assembly of Delegates. After careful review of the submittals, the Evaluation Committee determined that Powers & Sullivan, LLC provided the most advantageous proposal.

Please vote to award the contract with Powers & Sullivan, LLC as the responsive, responsible firm offering the most advantageous proposal based on qualifications and cost pending approval from the Assembly of Delegates.

The term of the contract will be from June 30, 2016 through June 30, 2018 with the option to renew for one additional year.

Thank you.

County Commissioners:

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Ronald R. Beaty, Jr.

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Mary Pat Flynn

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Leo Cakounes

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Date

COUNTY OF BARNSTABLE  
PURCHASING

DEPARTMENT OF FINANCE  
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P.O. BOX 427  
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**Elaine Davis**  
Chief Procurement Officer

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

March 9, 2017

**MEMORANDUM**

**TO:** County Commissioners  
**FROM:** Elaine Davis, Chief Procurement Officer  
**RE:** Notice of Award

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The County issued a bid for Crackfilling on behalf of Towns in the County. Two (2) bids were received.

Please award the contracts to the following bidders as the responsive, responsible bidders offering the lowest prices as highlighted on the attached spreadsheet:

Sealcoating, Inc.  
Crack-Sealing, Inc.

The term of the contract is from April 1, 2017 through March 30, 2018 with the option to renew for one additional year.

Thank you.

County Commissioners:

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Ronald R. Beaty, Jr.

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Mary Pat Flynn

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Leo Cakounes

---

Date

**COUNTY BID RESULTS - 1-17**

**CRACK FILL ITEMS 2/16/2017**

			Cracksealing Inc	Sealcoating, Inc		
40	HOT APPLIED ASPHALT CRACKFILLER		Bourne	7.33	7.11	
			Dennis	7.50	7.38	
			Eastham	7.61	8.32	
			Falmouth	7.33	7.29	
			Orleans	7.61	7.47	
41	MODIFIED ASPHALT-FIBER CRACKFILLER	GALLON	Bourne	8.87	8.98	
			Chatham	8.93	10.49	
			Dennis	8.90	9.31	
			Eastham	9.93	10.49	
			Harwich	9.97	9.31	
			Orleans	9.83	9.41	
			Sandwich	8.87	8.98	
			Wellfleet	9.90	10.23	
			Yarmouth	9.97	9.20	
43	Rubber Crackfiller	GALLON	Dennis	13.23	15.32	
			Harwich	14.91	15.32	
			Sandwich	13.23	14.78	
			Yarmouth	14.91	15.14	
	Pavement Sealing	under 1500 sq yards	Sandwich	no bid	3.58	
	Pavement Sealing	1500 sq yd or greater	Dennis	no bid	2.47	
			Eastham	no bid	2.72	
			Falmouth	no bid	2.47	
			Yarmouth	no bid	2.47	

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March 9, 2017

**MEMORANDUM**

**TO:** County Commissioners  
**FROM:** Elaine Davis, Chief Procurement Officer  
**RE:** Notice of Award

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The County issued a bid for Miscellaneous Public Works on behalf of Towns in the County. Four (4) bids were received.

Please award the contracts to the following bidders as the responsive, responsible bidders offering the lowest prices as highlighted on the attached spreadsheet:

Bartlett Consolidated  
Lawrence Lynch Corp  
Highway Safety Systems  
Markings Inc

The term of the contract is from April 1, 2017 through March 30, 2018 with the option to renew for one additional year.

Thank you.

County Commissioners:

\_\_\_\_\_  
Ronald R. Beaty, Jr.

\_\_\_\_\_  
Mary Pat Flynn

\_\_\_\_\_  
Leo Cakounes

\_\_\_\_\_  
Date

COUNTY BID RESULTS		BID OPENING DATE:					
Misc Public Works 117		2/16/2017					
VENDOR			Bartlett Consu	Markings	HSS	Lawrence L.	
101A	4" REFLECTORIZED LINE (CHLORINATED RUBBER) BEADS		Dennis	no bid	0.0373	0.0377	No bid
			Eastham	no bid	0.0373	0.0377	No bid
			Falmouth	no bid	0.0373	0.0377	No bid
			Harwich	no bid	0.0373	0.0377	No bid
			Orleans	no bid	0.0373	0.0377	No bid
			Sandwich	no bid	0.0373	0.0377	No bid
			Yarmouth	no bid	0.0373	0.0377	No bid
101B	STOP BARS /CROSSWALKS (CHLORINATED RUBBER)	PER SQ FT	Bourne	no bid	0.3700	0.3700	No bid
			Eastham	no bid	0.3700	0.3700	No bid
			Falmouth	no bid	0.3700	0.3700	No bid
			Orleans	no bid	0.3700	0.3700	No bid
			Sandwich	no bid	0.3700	0.3700	No bid
			Yarmouth	no bid	0.3700	0.3700	No bid
101C	MISC (CHLORINATED RUBBER) BEADS	PER LIN FT	Bourne	no bid	1.5000	1.9500	No bid
			Eastham	no bid	1.5000	1.9500	No bid
			Falmouth	no bid	1.5000	1.9500	No bid
			Orleans	no bid	1.5000	1.9500	No bid
			Yarmouth	no bid	1.5000	1.9500	No bid
102A	4" REFLECTORIZED LINE Thermoplastic	PER LIN FT	Barnstable	no bid	0.3500	0.3690	No bid
			Bourne	no bid	0.3500	0.3690	No bid
			Chatham	no bid	0.3500	0.3690	No bid
			Dennis	no bid	0.3500	0.3690	No bid
			harwich	no bid	0.3500	0.3690	No bid
			Orleans	no bid	0.3500	0.3690	No bid
			Sandwich	no bid	0.3500	0.3690	No bid
102B	STOP BARS /CROSSWALKS (THERMOPLASTIC)	PER SQ FT	Barnstable	no bid	1.3200	1.3800	No bid
			Bourne	no bid	1.3200	1.3800	No bid
				no bid	1.3200	1.3800	No bid
			Chatham	no bid	1.3200	1.3800	No bid
			Dennis	no bid	1.3200	1.3800	No bid
			Eastham	no bid	1.3200	1.3800	No bid
			Harwich	no bid	1.3200	1.3800	No bid
			Orleans	no bid	1.3200	1.3800	No bid
	Sandwich	no bid	1.3200	1.3800	No bid		
102C	LEGENDS AND ARROWS /CROSSWALKS (THERMOPLASTIC)	LF	Barnstable	no bid	4.0000	4.9500	No bid
			Bourne	no bid	4.0000	4.9500	No bid
			Chatham	no bid	4.0000	4.9500	No bid
			Eastham	no bid	4.0000	4.9500	No bid
			HARWICH	no bid	4.0000	4.9500	No bid
			Orleans	no bid	4.0000	4.9500	No bid
103	4" REFLECTIVE LINE EPOXY		Bourne	no bid	0.2500	0.2690	No bid
			Chatham	no bid	0.2500	0.2690	No bid
			Dennis	no bid	0.2500	0.2690	No bid
			Sandwich	no bid	0.2500	0.2690	No bid
107	DRAINAGE STRUCTURE ADJUSTED		Bourne	no bid	no bid	no bid	440.00
			Chatham	no bid	no bid	no bid	440.00
			Dennis	no bid	no bid	no bid	440.00
			Eastham	no bid	no bid	no bid	490.00
			Orleans	no bid	no bid	no bid	450.00

			Ptown	no bid	no bid	no bid	500.00
			Sandwich	no bid	no bid	no bid	440.00
	DRAINAGE STRUCTURE REBUILT		Bourne	no bid	no bid	no bid	650.00
			Chatham	no bid	no bid	no bid	650.00
			Denn	no bid	no bid	no bid	650.00
			Eastham	no bid	no bid	no bid	700.00
			Orleans	no bid	no bid	no bid	650.00
			Provincetown	no bid	no bid	no bid	710.00
			Sandwich	no bid	no bid	no bid	650.00
			109	STEEL BEAM (WEATHERING) HIGHWAY GUARDRAIL  TYPE SS (SINGLE FACED/ WOOD POSTS)		Chatham	22.90
Dennis	22.90	no bid				no bid	no bid
Eastham	22.90	no bid				no bid	no bid
Falmouth	22.90	no bid				no bid	no bid
Sandwich	22.90	no bid				no bid	no bid
Yarmouth	22.90	no bid				no bid	no bid
110	STEEL BEAM (WEATHERING)HIGHWAY GUARDRAIL TYPE SS (SINGLE FACED) WOOD POSTS INC REMOVAL AND STACKING	PER LIN FT	Dennis	27.50	no bid	no bid	no bid
			Eastham	27.50	no bid	no bid	no bid
			Harwich	27.50	no bid	no bid	no bid
			Sandwich	27.50	no bid	no bid	no bid
			Yarmouth	27.50	no bid	no bid	no bid
111	STEEL BEAM (WEATHERING) HIGHWAY GUARDRAIL TERMINAL END	PER LIN FT	Dennis	500.00	no bid	no bid	no bid
			Eastham	500.00	no bid	no bid	no bid
			Harwich	500.00	no bid	no bid	no bid
			Sandwich	500.00	no bid	no bid	no bid
			Yarmouth	500.00	no bid	no bid	no bid
112	WOODEN GUARDRAIL	PER LIN FOOT	Dennis	38.00	no bid	no bid	no bid
			Sandwich	38.00	no bid	no bid	no bid
113	STEEL-BACKED TIMBER GUARDRAIL	PER LIN FT	Dennis	120.00	no bid	no bid	no bid
			Sandwich	120.00	no bid	no bid	no bid
			Yarmouth	120.00	no bid	no bid	no bid
115	GRANITE CURB TYPE VB- STRAIGHT INCLUDING SAWCUTTING	PER LIN FT	Bourne	no bid	no bid	no bid	42.0000
			Chatham	no bid	no bid	no bid	44.0000
			Dennis	no bid	no bid	no bid	45.5000
			Falmouth	no bid	no bid	no bid	38.5000
			Orleans	no bid	no bid	no bid	56.0000
			Ptown	no bid	no bid	no bid	65.0000
			Sandwich	no bid	no bid	no bid	42.0000
			Yarmouth	no bid	no bid	no bid	43.0000
116	GRANITE CURB TYPE VA-4 STRAIGHT	PER LIN FT	Bourne	no bid	no bid	no bid	46.0000
			Chatham	no bid	no bid	no bid	48.0000
			Eastham	no bid	no bid	no bid	50.5000
			Ptown	no bid	no bid	no bid	69.5000
			Sandwich	no bid	no bid	no bid	46.0000
118	HAND DIGGING OF GUARDRAIL POST	EACH	Sandwich	90.00	no bid	no bid	no bid
			Dennis	90.00	no bid	no bid	no bid

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Chief Procurement Officer

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edavis@barnstablecounty.org

March 9, 2017

**MEMORANDUM**

**TO:** County Commissioners  
**FROM:** Elaine Davis, Chief Procurement Officer  
**RE:** Notice of Award

---

The County issued a bid for Roadway Materials on behalf of Towns in the County. Five (5) bids were received.

Please award the contracts to the following bidders as the responsive, responsible bidders offering the lowest prices as highlighted on the attached spreadsheet:

Cape Cod Aggregates  
Robert Childs, Inc.  
PA Landers  
Aggregate Industries  
Lawrence Lynch Corp

The term of the contract is from April 1, 2017 through March 30, 2018 with the option to renew for one additional year.

Thank you.

County Commissioners:

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Ronald R. Beaty, Jr.

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Mary Pat Flynn

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Leo Cakounes

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Date

**COUNTY BID RESULTS**  
**ROADWAY MATERIALS 1<sup>st</sup> BID OPENING - 2/16/2017**

#	DESCRIPTION	TOWN	Aggregate				Lawrence Lynch			
			CC Aggregates	Robert Childs Inc	PA Landers	Aggregate	MILES	MILES		
50	HOT MIX LOADED ON TOWN TRUCKS	TON	Bourne	no bid	no bid	no bid	69.00	25.00	69.00	18.00
			Chatham	no bid	no bid	no bid	69.00	15.00	69.00	42.00
			Dennis	no bid	no bid	no bid	69.00	1.00	69.00	31.00
			Eastham	no bid	no bid	no bid	69.00	20.00	69.00	48.00
			Harwich	no bid	no bid	no bid	69.00	1.00	69.00	35.00
			Orleans	no bid	no bid	no bid	69.00	15.00	69.00	43.00
			Provincetown	no bid	no bid	no bid	69.00	45.00	69.00	78.00
			Sand	no bid	no bid	no bid	69.00	10.00	69.00	19.00
Yar	no bid	no bid	no bid	69.00	5.00	69.00	23.00			
51	Sand Borrow	TON	Bourne	11.95	16.50	12.25	no bid		no bid	
			Chatham	16.50	18.00	15.75	no bid		no bid	
			Dennis	12.95	16.00	15.75	no bid		no bid	
			Orleans	17.25	18.00	12.25	no bid		no bid	
53	1/2" Crushed Stone	TON	Bourne	22.50	22.00	19.25	no bid		no bid	
			Chatham	27.00	25.00	19.25	no bid		no bid	
			Den	24.00	24.00	22.75	no bid		no bid	
			Eastham	27.50	26.00	24.75	no bid		no bid	
			Orleans	25.00	26.00	22.75	no bid		no bid	
			Provincetown	31.00	36.00	28.00	no bid		no bid	
			Sand	22.50	24.00	19.00	no bid		no bid	
			Yar	24.00	24.00	21.00	no bid		no bid	
54	3/8" STONE	TON	Bourne	24.50	23.00	21.25	no bid		no bid	
			Chatham	29.00	26.00	21.25	no bid		no bid	
			Dennis	26.00	25.00	24.00	no bid		no bid	
			Orleans	27.00	27.00	24.00	no bid		no bid	
			Provincetown	33.00	37.00	31.00	no bid		no bid	
			Yarmouth	26.00	25.00	26.00	no bid		no bid	
55	Dense Graded Crushed Stone	TON	Bourne	17.00	16.00	17.00	no bid		no bid	
			Chatham	21.50	20.50	17.00	no bid		no bid	
			Den	18.50	20.00	20.00	no bid		no bid	
			Orleans	19.50	21.00	21.00	no bid		no bid	
			Provincetown	no bid	32.00	25.00	no bid		no bid	
			Sand	17.00	17.00	17.25	no bid		no bid	
Yar	18.50	20.00	19.00	no bid		no bid				
57	RECYCLED ASPHALT	TON	Bourne	18.00	13.00	11.25	17.00		no bid	
			Chatham	20.50	15.00	13.00	15.00		no bid	
			Den	18.00	13.00	13.75	13.50		no bid	
			Eastham	20.00	17.00	15.95	16.00		no bid	
			Harwich	19.00	13.00	13.75	14.50		no bid	
			Sand	18.00	15.00	13.00	16.00		no bid	
58	3/4" CRUSHED STONE (DOUBLE WASHED)	TON	Bourne	24.50	22.00	24.00	no bid		no bid	
			Den	26.00	24.00	24.00	no bid		no bid	
			Falmouth	26.00	28.00	24.00	no bid		no bid	
			Orleans	27.00	26.00	26.00	no bid		no bid	
			Pown	33.00	37.00	30.00	no bid		no bid	

COUNTY OF BARNSTABLE  
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**Elaine Davis**  
Chief Procurement Officer

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edavis@barnstablecounty.org

March 9, 2017

**MEMORANDUM**

**TO:** County Commissioners  
**FROM:** Elaine Davis, Chief Procurement Officer  
**RE:** Notice of Award

---

The County issued a bid for Road Resurfacing on behalf of Towns in the County. Four (4) bids were received.

Please award the contracts to the following bidders as the responsive, responsible bidders offering the lowest prices as shown on the attached spreadsheet:

Lawrence Lynch Corp – Chatham  
MCE Dirtworks, Inc - Wellfleet and Provincetown

We are still checking references for Rochester Bituminous which was the low bidder for the Towns of Barnstable, Falmouth, Harwich, Orleans and Sandwich.

The term of the contract is from April 1, 2017 through March 30, 2018 with the option to renew for one additional year.

Thank you.

County Commissioners:

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Ronald R. Beaty, Jr.

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Mary Pat Flynn

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Leo Cakounes

---

Date

## ROAD RESURFACING - 117 - BID OPENING 2/16/2017

VENDOR		Rochester Bituminous		PJ Keating		Lawrence Lynch		Dirtworks	
<b>BARNSTABLE</b>									
101.2	MISC SURFACE PREP	0.15	6,662.25	0.12	5,329.80	0.05	220,075.00	0.05	2,220.75
101.3	STREET SWEEPING	0.15	16,452.00	0.15	16,452.00	0.15	16,452.00	0.10	10,968.00
120.1	UNCLASSIFIED EXCAVATION	9.00	19,800.00	18.00	39,600.00	5.75	12,650.00	9.00	19,800.00
129	BIT CONCRETE EXC. BY COLD PLANER	1.75	105,848.75	1.82	110,082.70	2.40	145,164.00	1.65	99,800.25
129.1	COLD PLANED (MILLED) PAVING	2.00	17,280.00	1.00	8,640.00	0.05	432.00	0.01	86.40
220	DRAINAGE STRUCTURE ADJUSTED	210.00	38,220.00	275.00	50,050.00	220.00	40,040.00	245.00	44,590.00
220.2	DRAINAGE STRUCTURE REBUILT	200.00	9,000.00	165.00	7,425.00	200.00	9,000.00	245.00	11,025.00
358.1	WATER GATE ADJUSTED W CONCRETE COLLAR	125.00	11,625.00	125.00	11,625.00	75.00	6,975.00	100.00	9,300.00
403.3	PAVEMENT RECLAMATION INC FG&c AND CALCIUM CHLORIDE	3.40	56,440.00	4.25	70,550.00	4.75	78,850.00	3.74	62,084.00
460	HOT MIX ASPHALT PAVEMENT MACHINE PLACED	64.42	1,082,256.00	75.75	1,272,600.00	77.80	1,307,040.00	76.70	1,288,560.00
472.1	HOT MIX ASPHALT PAVEMENT HANDWORK	105.00	43,050.00	105.00	43,050.00	130.00	53,300.00	104.00	42,640.00
472.2	PARTIAL DEPTH PAVEMENT PATCH	30.00	3,000.00	20.00	2,000.00	40.00	4,000.00	0.01	1.00
482.3	SAWING ASPHALT PAVEMENT	1.00	500.00	1.00	500.00	1.00	500.00	1.00	500.00
504	Granite Curb VA4	30.00	21,900.00	38.00	27,740.00	38.00	27,740.00	38.00	27,740.00
580	Curb Remove & Reset	14.50	1,450.00	16.00	1,600.00	24.00	2,400.00	20.00	2,000.00
999A	TEST HOLE FOR UTILITY LOCATION	100.00	300.00	1.00	3.00	250.00	750.00	1.00	3.00
	<b>TOTAL</b>		<b>1,433,784.00</b>		<b>1,667,247.50</b>		<b>1,707,513.75</b>		<b>1,621,318.40</b>
<b>CHATHAM</b>									
120.1	UNCLASSIFIED EXCAVATION			40.00	4,000.00		3,900.00	30.00	3,000.00
129	BIT CONCRETE EXC. BY COLD PLANER			5.25	15,750.00		10,800.00	5.50	16,500.00
129.1	COLD PLANED (MILLED) PAVING			50.50	5,050.00		3,700.00	41.00	4,100.00
220	DRAINAGE STRUCTURE ADJUSTED			375.00	11,250.00		6,600.00	325.00	9,750.00
220.2	DRAINAGE STRUCTURE REBUILT			375.00	11,250.00		1,200.00	500.00	1,500.00
358.1	WATER GATE ADJUSTED W CONCRETE COLLAR	0.00		225.00	6,750.00		2,250.00	200.00	6,000.00
403.3	PAVEMENT RECLAMATION INC FG&c AND CALCIUM CHLORIDE			4.50	90,000.00		75,000.00	4.50	90,000.00
460	HOT MIX ASPHALT PAVEMENT MACHINE PLACED			102.00	306,000.00		276,000.00	85.00	255,000.00
472.1	HOT MIX ASPHALT PAVEMENT HANDWORK			175.00	70,000.00		51,300.00	135.00	54,000.00
472.2	PARTIAL DEPTH PAVEMENT PATCH	0.00							
482.3	SAWING ASPHALT PAVEMENT			1.00	1,000.00		300.00	2.00	2,000.00
504	Granite Curb VA-4			45.00	22,500.00		21,000.00	40.00	20,000.00
580	Curb Remove and Reset			30.00	3,000.00		2,800.00	25.00	2,500.00
482.3	SAWING ASPHALT PAVEMENT	0.00							
999A	TEST HOLE FOR UTILITY LOCATION			500.00	1,500.00		750.00	75.00	225.00
	<b>TOTAL</b>				<b>537,925.00</b>		<b>455,600.00</b>		<b>464,575.00</b>

129.1	COLD PLANED (MILLED) PAVING	7.50	3,750.00	70.00	35,000.00	33.00	16,500.00	45.00	22,500.00
460	HOT MIX ASPHALT PAVEMENT MACHINE PLACED	77.42	232,260.00	120.00	360,000.00	89.00	267,000.00	84.00	252,000.00
472.1	HOT MIX ASPHALT PAVEMENT HANDWORK	125.00	43,750.00	200.00	70,000.00	133.00	46,550.00	135.00	47,250.00
	<b>TOTAL</b>		<b>279,760.00</b>		<b>465,000.00</b>		<b>330,050.00</b>		<b>321,750.00</b>
<b>HARWICH</b>									
129.1	COLD PLANED (MILLED) PAVING	35.00	17,500.00	30.00	15,000.00	2.00	1,000.00	18.00	9,000.00
220	DRAINAGE STRUCTURE ADJUSTED	232.00	19,720.00	300.00	25,500.00	200.00	17,000.00	245.00	20,825.00
460	HOT MIX ASPHALT PAVEMENT MACHINE PLACED	74.42	413,775.20	105.00	583,800.00	90.00	500,400.00	78.85	438,406.00
472.1	HOT MIX ASPHALT PAVEMENT HANDWORK	105.00	42,000.00	175.00	70,000.00	125.00	50,000.00	105.00	42,000.00
472.2	PARTIAL DEPTH PAVEMENT PATCH	20.00	16,000.00	50.00	40,000.00	30.00	24,000.00	25.00	20,000.00
	<b>TOTAL</b>		<b>508,995.20</b>		<b>734,300.00</b>		<b>592,400.00</b>		<b>530,231.00</b>
<b>PROVINCETOWN</b>									
129	BIT CONC EXC BY COLD PLANER			9.50	19,000.00	7.05	14,100.00	12.00	24,000.00
129.1	COLD PLANED (MILLED) PAVING			55.00	5,500.00	34.00	3,400.00	35.00	3,500.00
220	DRAINAGE STRUCTURE ADJUSTED			300.00	12,000.00	295.00	11,800.00	280.00	11,200.00
220.2	DRAINAGE STRUCTURE REBUILT			250.00	10,000.00	240.00	9,600.00	235.00	9,400.00
358.1	WATER GATE ADJUSTED W CONCRETE COLLAR			165.00	8,250.00	190.00	9,500.00	150.00	7,500.00
403.3	PAVEMENT RECLAMATION INC FG&c AND CALCIUM CHLORIDE			25.00	25,000.00	11.20	11,200.00	0.01	10.00
460	HOT MIX ASPHALT PAVEMENT MACHINE PLACED			117.00	93,600.00	102.00	81,600.00	100.00	80,000.00
472.1	HOT MIX ASPHALT PAVEMENT HANDWORK			200.00	20,000.00	143.00	14,300.00	150.00	15,000.00
472.2	PARTIAL DEPTH PAVEMENT PATCH			60.00	12,000.00	53.00	10,600.00	43.00	8,600.00
482.3	SAWING ASPHALT PAVEMENT			5.00	500.00	3.00	300.00	2.00	200.00
504	GRANITE CURB TYPE VA-4			55.00	27,500.00	43.00	21,500.00	45.00	22,500.00
580	Curb Remove and Reset			20.00	20,000.00	30.00	30,000.00	25.00	25,000.00
	<b>TOTAL</b>				<b>253,350.00</b>		<b>217,900.00</b>		<b>206,910.00</b>
<b>Sandwich</b>									
101.3	STREET SWEEPING	0.15	4,050.15	0.14	3,780.14	0.10	2,700.10	0.10	2,700.10
120.1	UNCLASSIFIED EXCAVATION	20.00	1,660.00	25.00	2,075.00	26.75	2,220.25	10.00	830.00
129.1	COLD PLANED (MILLED) PAVING	30.00	14,400.00	25.00	12,000.00	32.50	15,600.00	25.00	12,000.00
220	DRAINAGE STRUCTURE ADJUSTED	220.00	9,460.00	250.00	10,750.00	370.00	15,910.00	245.00	10,535.00
220.2	DRAINAGE STRUCTURE REBUILT	200.00	800.00	150.00	600.00	540.00	2,160.00	245.00	980.00
358.1	GATE BOX ADJUSTED	125.00	750.00	150.00	900.00	75.00	450.00	100.00	600.00
403.3	PAVEMENT RECLAMATION	3.40	57,871.40	3.80	64,679.80	3.35	57,020.35	3.20	54,467.20
460	HOT MIX ASPHALT	64.42	298,586.70	73.00	338,355.00	91.00	421,785.00	76.70	355,504.50
472.1	HOT MIX ASPHALT HANDWORK	125.00	15,750.00	150.00	18,900.00	165.00	20,790.00	105.00	13,230.00
999A	TEST HOLE FOR UTILITY LOCATION	100.00	300.00	550.00	1,650.00	175.00	525.00	50.00	150.00
	<b>TOTAL</b>		<b>409,628.25</b>		<b>453,689.94</b>		<b>539,160.70</b>		<b>450,996.80</b>
<b>WELLFLEET</b>									
460	HOT MIX ASPHALT PAVEMENT MACHINE PLACED		no bids	108.00	378,000.00	91.00	318,500.00	88.00	308,000.00

<b>WELLFLEET</b>											
460	HOT MIX ASPHALT PAVEMENT MACHINE PLACED				no bids	108.00	378,000.00	91.00	318,500.00	88.00	308,000.00
472.1	HOT MIX ASPHALT PAVEMENT HANDWORK				no bids	170.00	17,000.00	142.00	14,200.00	165.00	16,500.00
	<b>TOTAL</b>				no bids		<b>395,000.00</b>		<b>332,700.00</b>		<b>324,500.00</b>
<b>Orleans</b>											
120.1	Unclassified										
129	BIT CONCRETE EXC. BY COLD PLANER	30.00	6,000.00	28.00	5,600.00	29.00	5,800.00	29.00	5,800.00	15.00	3,000.00
129.1	COLD PLANED (MILLED) PAVING	2.25	40,500.00	2.60	46,800.00	3.55	63,900.00	3.55	63,900.00	2.10	37,800.00
220	DRAINAGE STRUCTURE ADJUSTED	35.00	7,000.00	40.00	8,000.00	37.00	7,400.00	37.00	7,400.00	5.00	1,000.00
220.2	DRAINAGE STRUCTURE REBUILT	220.00	4,400.00	300.00	6,000.00	3.25	6,500.00	3.25	6,500.00	230.00	4,600.00
358.1	WATER GATE ADJUSTED W CONCRETE COLLAR	200.00	5,000.00	200.00	5,000.00	485.00	12,125.00	485.00	12,125.00	225.00	5,625.00
403.3	PAVEMENT RECLAMATION INC FG&c AND CALCIUM CHLORIDE	75.00	1,875.00	200.00	5,000.00	75.00	1,875.00	75.00	1,875.00	50.00	1,250.00
460	HOT MIX ASPHALT PAVEMENT MACHINE PLACED	3.25	39,100.00	4.50	54,000.00	3.75	45,000.00	3.75	45,000.00	3.95	47,400.00
472.1	HOT MIX ASPHALT PAVEMENT HANDWORK	74.42	357,216.00	104.00	499,200.00	89.25	428,400.00	89.25	428,400.00	80.85	388,080.00
472.2	PARTIAL DEPTH PAVEMENT PATCH	105.00	42,000.00	185.00	74,000.00	154.75	61,900.00	154.75	61,900.00	105.00	42,000.00
482.3	SAWING ASPHALT PAVEMENT	30.00	15,000.00	50.00	25,000.00	38.75	19,375.00	38.75	19,375.00	35.00	17,500.00
999a	TEST HOLE FOR UTILITY LOCATION	4.00	480.00	1.00	120.00	3.00	360.00	3.00	360.00	2.00	240.00
	<b>TOTAL</b>	100.00	518,971.00	500.00	731,220.00	165.00	653,460.00	165.00	653,460.00	50.00	250.00

## AGREEMENT BETWEEN

Barnstable County  
3295 Main Street  
Barnstable, MA 02630

and

Barbato Construction Co., Inc.  
155 East Grove Street, PO Box 1259  
Middleboro, MA 02346

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_ 2017 by and between Barbato Construction Co., Inc. (hereinafter referred to as Contractor), and Mary Pat Flynn, Ron Beaty and Leo Cakounes as they are the Commissioners of Barnstable County, but without any personal liability.

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

WHEREAS: The County Commissioners issued an Invitation for Bids for Demolition of Interior Portions of the Former House of Corrections

WHEREAS: The bids were bid in compliance with MA General Law Chapter 149.

WHEREAS: The contractor is the responsive, responsible bidder offering the lowest price.

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

1. Employment of Contractor. The Vendor hereby agrees to perform the services hereinafter set forth in the Scope of Services. Contractor hereby agrees to hold the County harmless from any claims regarding worker's compensation benefits, unemployment compensation benefits, retirement benefits, or any other benefit normally attributable to the status of "employee" and Contractor specifically agrees to pay for all damages incurred by the County or Town, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.
2. Scope of Services. The Vendor shall provide the services outlined in the Scope of Services hereby attached as Attachments A and B.
3. Time of Performance. Work is to be completed no later than 45 days after execution of contract.
4. Payment. \$64,437.00. Prevailing wages apply. Certified payrolls must be submitted prior to payment.
5. Termination or Suspension of Contract for Cause. If through any sufficient cause, the Customer or the County shall fail to fulfill or perform its duties and obligations under this Contract, or if either party shall violate or breach any of the provisions of this Contract, either party shall thereupon have the right to terminate or suspend this Contract, by giving written notice to the other party of such termination or suspension and specifying the effective date thereof. Such notice shall be given at least fifteen (15) calendar days before such effective date.
6. Termination for Convenience of County. The County shall have the right to discontinue the work of the Contractor and cancel this contract by written notice to the Contractor of such termination and specifying the effective date of such termination. In the event of such termination or suspension of this Contract, the Contractor shall be entitled to just and equitable compensation for satisfactory work completed, for services performed and for reimbursable expenses necessarily incurred in the performance of this Contract up to and including the date of termination or suspension.

7. Changes. The County may, from time to time, require changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Customer costs, which are mutually agreed upon by the Town and the Customer, shall be incorporated in written amendments to this Contract.

8. Non-Discrimination in Employment and Affirmative Action. The Customer shall take affirmative action to ensure that qualified applicants and employees are treated without regard to age, race, color, religion, sex, marital status, sexual orientation, national origin, disability, or Vietnam Era Veteran status. The Customer agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including but not limited to: Title VII of the Civil Rights Act of 1964, as amended; Massachusetts General Laws Chapter 1518§(1); the Americans with Disabilities Act of 1990; and all relevant administrative orders and executive orders including Executive Order 246.

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

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

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

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

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

14. Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled

by the Contractor under this Contract which the Towns requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County or Towns.

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

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

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

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

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

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

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

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

23. Vendors shall submit invoices within 60 days of completing the work.

IN WITNESS WHEREOF, the County and Contractor have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_ in the year two thousand and Seventeen.

**FOR THE COUNTY:**

BARNSTABLE COUNTY COMMISSIONERS:

\_\_\_\_\_  
Leo Cakounes

\_\_\_\_\_  
Mary Pat Flynn

\_\_\_\_\_  
Ron Beaty

\_\_\_\_\_  
Date

**FOR THE CONTRACTOR:** *Barbato Construction Co Inc*

*[Signature]*  
\_\_\_\_\_  
*Edward A. Barbato, Vice President*

*3/7/17*  
\_\_\_\_\_  
Date



\_\_\_\_\_