



BARNSTABLE COUNTY

COMMISSIONERS
RONALD R. BEATY, Barnstable
LEO G. CAROUNES, Harwich
MARY PAT FLYNN, Falmouth

THE REGIONAL GOVERNMENT OF CAPE COD

Board of Regional Commissioners

REGULAR MEETING AGENDA

POSTED
07-10-17@10:25AM

DATE: July 12, 2017

TIME: 11:00 A.M.

PLACE: Commissioners' Meeting Room
Superior Courthouse
3195 Main Street, Barnstable, MA 02630

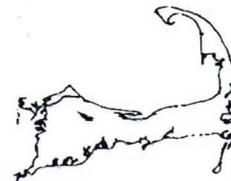
1. Call to Order
2. Pledge of Allegiance
3. Moment of Silence
4. Public Comment
5. Approval of Minutes
 - a. Regular Meeting of July 5, 2017
6. General Business
 - a. Presentation from Paul Niedzwiecki, Executive Director of the Cape Cod Commission, on a Fiscal Year 2017 Evaluation and a discussion on Fiscal Year 2018 Goals & Objectives
 - b. Authorizing the Approval of Community Septic Management Loan Program Policies and Procedures
 - c. Authorizing the Approval of Fiscal Year 2018 County Tax and Environmental Protection Fund Tax Schedules
 - d. Discussion regarding the status of the County Dredge
 - e. Discussion regarding Leases, License Agreements, and Space Planning

- f. Discussion on Emergency Action related to Flood Damage to the County Complex (votes may be taken ratifying previous action)
 - g. Authorizing the Approval of future expenditures and actions by the County Administrator on matters related to Flood Damage
7. New Business – Other business not reasonably anticipated by the Chair
 8. Commissioners' Actions
 - a. Authorizing the Approval of a Timesheet for Jack Yunits, County Administrator, for the period of June 25, 2017 through June 30, 2017
 - b. Authorizing the Execution of a Discharge of HOME Mortgage for Hannah Narkon, in the amount of \$10,000.00
 - c. Authorizing the Execution of a Contract with R.J. Gabriel Construction Co., Inc. to provide catch basin cleaning for Towns in Barnstable County for the period of July 1, 2017 through March 30, 2018 with an option to renew for one additional year
 - d. Authorizing the Execution of a Contract with Leo Vigeant Co., Inc., to provide catch basin cleaning for Towns in Barnstable County, for the period of July 1, 2017 through March 30, 2018, with an option to renew for one additional year
 - e. Authorizing the Creation of a New Fund for a Grant: from the Community Involved in Sustaining Agriculture; to the Cape Cod Cooperative Extension; for Buy Fresh, Buy Local Cape Cod to participate in its Farmers Market Promotion Program, in the amount of \$2,250.00, for the period of September 30, 2016 through September 29, 2019
 - f. Authorizing the Execution of Certificates for Dissolving Septic Betterments
 9. Commissioners' Reports
 10. County Administrator's Report
 11. Adjournment





County of Barnstable
Finance Department
Superior Court House, P.O. Box 427
Barnstable, MA 02630
Tel: 508-375-6645
Fax: 508-362-4136



Mary T. McIsaac
Finance Director / Treasurer
mary.mcisaac@barnstablecounty.org

Patricia Rogers
Assistant Treasurer
trogers@barnstablecounty.org

July 11, 2017

Barnstable County Commissioners
Attn: Mr. Leo Cakounes, Chairman
3195 Main Street
P.O. Box 427
Barnstable, MA 02630

Re: Request to approve FY18 Tax Assessments

Chairman,

We respectfully request the approval of the assessment of FY18 County Taxes and Environmental Protection Fund taxes to the respective towns of Barnstable County as presented.

The Director of the Bureau of Accounts in the Department of Revenue in accordance with Sub-section(a), Section 28B of Chapter 35, M.G.L. has determined the weighted vote for the towns within the County based on the most recent biennial equalization and apportionment report of the Commissioner of Revenue. This apportionment is required to be used for FY18 and FY19 for assessment purposes.

Upon your approval vote each town will be sent assessment letters for the taxes due and payable on November 1, 2017 and May 1, 2018. These tax assessments reflect the new apportionment and the 2.5% increase approved in the budget adopted for FY18.

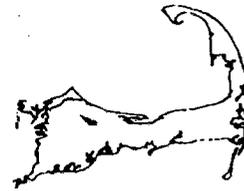
Sincerely,

Mary McIsaac
Director of Finance

Cc: Jack T. Yunits, Jr., County Administrator
Tricia Rogers, Assistant Treasurer
Stephen Amara, County Accountant



COUNTY OF BARNSTABLE
FINANCE DEPARTMENT
SUPERIOR COURTHOUSE
P.O. BOX 427
BARNSTABLE, MA 02630



Mary T. McIsaac
Director of Finance / Treasurer

Patricia Rogers
Assistant Treasurer
T: 508-375-6645
F: 508-362-4136
trogers@barnstablecounty.org

DATE: July 12, 2017
TO: County Commissioners
FROM: Mary McIsaac
CC: Tricia Rogers
SUBJECT: Approval of the FY18 Environmental Protection Fund Tax Schedule

Please VOTE to assess the towns within the County under the provisions of the Barnstable County Home Rule Charter, the amount of \$3,432,029, as the Environmental Protection Fund Tax for the County of Barnstable for the period of July 1, 2017 through June 30, 2018. This does reflect the statutorily allowable 2.5% increase in the Environmental Protection Fund Tax as defined by Massachusetts General Laws.

Barnstable	576,361.00
Bourne	185,275.00
Brewster	156,807.00
Chatham	277,680.00
Dennis	283,747.00
Eastham	122,739.00
Falmouth	501,690.00
Harwich	217,944.00
Mashpee	214,677.00
Orleans	168,475.00
Provincetown	117,139.00
Sandwich	171,275.00
Truro	92,404.00
Wellfleet	101,738.00
Yarmouth	<u>244,078.00</u>
Total	3,432,029.00

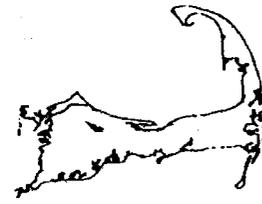
Leo G. Cakounes
Chair

Mary Pat Flynn
Vice-Chair

Ronald R. Beaty
Commissioner



COUNTY OF BARNSTABLE
FINANCE DEPARTMENT
SUPERIOR COURTHOUSE
P.O. BOX 427
BARNSTABLE, MA 02630



Mary T. McIsaac
Director of Finance / Treasurer

Patricia Rogers
Assistant Treasurer
T: 508-375-6645
F: 508-362-4136
trogers@barnstablecounty.org

DATE: July 12, 2017
TO: County Commissioners
FROM: Mary McIsaac
CC: Tricia Rogers
SUBJECT: Approval of the FY18 County Tax Schedule

Please VOTE to assess the towns within the County under the provisions of the Barnstable County Home Rule Charter, the amount of \$3,201,113, as the County Tax for the County of Barnstable for the period of July 1, 2017 through June 30, 2018.

Barnstable	537,581
Bourne	172,810
Brewster	146,257
Chatham	258,997
Dennis	264,656
Eastham	114,481
Falmouth	467,935
Harwich	203,280
Mashpee	200,233
Orleans	157,139
Provincetown	109,257
Sandwich	159,751
Truro	86,187
Wellfleet	94,893
Yarmouth	<u>227,656</u>
Total	3,201,113

Leo G. Cakounes
Chair

Mary Pat Flynn
Vice-Chair

Ronald R. Beaty
Commissioner

APPROVED
BARNSTABLE COUNTY
FY 2018 TAX SCHEDULE

TOWN	EQUALIZED VALUATIONS	TAX RATE	FY 2018 COUNTY TAX RATIO	FY 2018		FY 2018		FY 2018		SEMI-ANNUAL		SEMI-ANNUAL	
				COUNTY TAX	CCEPF TAX	TOTAL TAX	COUNTY TAX PAYMENT	CCEPF TAX PAYMENT	COUNTY TAX PAYMENT	CCEPF TAX PAYMENT			
BARNSTABLE	\$ 13,665,091,900	12.35	16.79%	\$ 537,581.00	\$ 576,361.00	\$ 1,113,942.00	\$ 268,790.50	\$ 288,180.50	\$ 556,971.00				
BOURNE	4,397,828,000	3.97	5.40%	\$ 172,810.00	\$ 185,275.00	\$ 358,085.00	\$ 86,405.00	\$ 92,637.50	\$ 179,042.50				
BREWSTER	3,720,926,000	3.36	4.57%	\$ 146,257.00	\$ 156,807.00	\$ 303,064.00	\$ 73,128.50	\$ 78,403.50	\$ 151,532.00				
CHATHAM	6,588,014,300	5.95	8.09%	\$ 258,997.00	\$ 277,680.00	\$ 536,677.00	\$ 129,498.50	\$ 138,840.00	\$ 268,338.50				
DENNIS	6,726,007,200	6.08	8.26%	\$ 264,656.00	\$ 283,747.00	\$ 548,403.00	\$ 132,328.00	\$ 141,873.50	\$ 274,201.50				
EASTHAM	2,915,139,400	2.63	3.58%	\$ 114,481.00	\$ 122,739.00	\$ 237,220.00	\$ 57,240.50	\$ 61,369.50	\$ 118,610.00				
FALMOUTH	11,892,819,800	10.75	14.61%	\$ 467,935.00	\$ 501,690.00	\$ 969,625.00	\$ 233,967.50	\$ 250,845.00	\$ 484,812.50				
HARWICH	5,172,756,600	4.67	6.36%	\$ 203,280.00	\$ 217,944.00	\$ 421,224.00	\$ 101,640.00	\$ 108,972.00	\$ 210,612.00				
MASHPEE	5,088,701,800	4.60	6.25%	\$ 200,233.00	\$ 214,677.00	\$ 414,910.00	\$ 100,116.50	\$ 107,338.50	\$ 207,455.00				
ORLEANS	3,997,189,000	3.61	4.91%	\$ 157,139.00	\$ 168,475.00	\$ 325,614.00	\$ 78,569.50	\$ 84,237.50	\$ 162,807.00				
PROVINCETOWN	2,783,272,800	2.51	3.42%	\$ 109,257.00	\$ 117,139.00	\$ 226,396.00	\$ 54,628.50	\$ 58,569.50	\$ 113,198.00				
SANDWICH	4,063,013,700	3.67	4.99%	\$ 159,751.00	\$ 171,275.00	\$ 331,026.00	\$ 79,875.50	\$ 85,637.50	\$ 165,513.00				
TRURO	2,189,935,300	1.98	2.69%	\$ 86,187.00	\$ 92,404.00	\$ 178,591.00	\$ 43,093.50	\$ 46,202.00	\$ 89,295.50				
WELLFLEET	2,410,469,400	2.18	2.96%	\$ 94,893.00	\$ 101,738.00	\$ 196,631.00	\$ 47,446.50	\$ 50,869.00	\$ 98,315.50				
YARMOUTH	5,784,649,200	5.23	7.11%	\$ 227,656.00	\$ 244,078.00	\$ 471,734.00	\$ 113,828.00	\$ 122,039.00	\$ 235,867.00				
	\$ 81,395,814,400	73.54	100.0%	\$ 3,201,113.00	\$ 3,432,029.00	\$ 6,633,142.00			\$ 3,316,571.00				

DISCHARGE OF MORTGAGE

Barnstable County, acting by and through the Cape Cod Commission, *the holder of a mortgage*

By **Hannah Narkon**

to **Barnstable County, acting by and through the Cape Cod Commission,**

dated **February 27, 2003**

recorded with the **Barnstable County Registry of Deeds Book 16473 Page 104**

acknowledges satisfaction of the same.

Witness our hand and seal this _____ *day of July 2017*

BARNSTABLE COUNTY,

As County Commissioners

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this _____ day of July 2017, before me, the undersigned notary public personally appeared _____

and proved to me through satisfactory evidence of identification, which was _____, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

COUNTY OF BARNSTABLE
PURCHASING

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

Phone: (508) 375-6637

Fax: (508) 362-4136

Email:

edavis@barnstablecounty.org

Elaine Davis
Chief Procurement Officer

June 15, 2017

MEMORANDUM

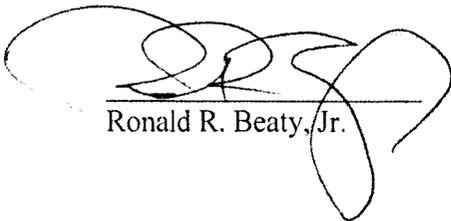
TO: County Commissioners
FROM: Elaine Davis, Chief Procurement Officer
RE: Notice of Award

Barnstable County issued an Invitation for Bids for Drainage Items to Towns in Barnstable County on May 24, 2017. Two bids were received.

Please vote to award the contracts for Drainage Items to R.J. Gabriel Construction Co., Inc and Leo Vigeant Co., Inc. as the responsive, responsible bidders offering the lowest prices as shown on the attached spreadsheet.

Thank you.

County Commissioners:



Ronald R. Beaty, Jr.



Mary Pat Flynn



Leo Cakounes

06/21/17
Date

COUNTY BID RESULTS		BID OPENING DATE:	
Drainage 117		6/8/2017	

VENDOR	R.J GABRIEL Leo Vigeant
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104	DRAINAGE PIPE CLEANING	PER DAY	Dennis	1950.00	
			Eastham	1950.00	
			Sandwich	1950.00	
105	DRAINAGE STRUCTURE	EACH	Dennis	32.95	29.00
	CLEANING				
	BY CLAMSHELL				
	w/disposal				
105A	DRAINAGE STRUCTURE	EACH	Dennis	16.00	19.00
	CLEANING		Eastham	16.00	19.00
	BY CLAMSHELL				
	w/o disposal				
106	DRAINAGE	PER EACH	Sandwich	250.00	no bid
	STRUCTURE				
	CLEANING				
	BY VACUUM TRUCK				
	w/disposal				
106A	DRAINAGE	PER EACH	Sandwich	225.00	no bid
	STRUCTURE				
	CLEANING				
	BY VACUUM TRUCK				
	w/out disposal				

AGREEMENT BETWEEN

Barnstable County
3195 Main Street
Barnstable, MA 02630

and

R.J. Gabriel Construction Co., Inc
785 Bedford Street
Bridgewater, MA 02324

THIS AGREEMENT, made this 28th day of June 2017 by and between R.J. Gabriel Construction Co., Inc. (hereinafter referred to as Contractor), and Ron Beaty Leo Cakounes and Mary Pat Flynn 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: Barnstable County issued an Invitation for Bids for Catch Basin Cleaning for towns in Barnstable County for the period of July 1, 2017 through March 31, 2018, with the option to renew for one additional year.

WHEREAS: The Invitation for Bids was bid in compliance with MA General Law Chapter 30, 39M

WHEREAS: The vendor 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 County hereby agrees to engage the Contractor to perform the services hereinafter set forth in the Scope of Services. Contractor shall not be considered an employee of Barnstable County. 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, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.
2. Scope of Services. The Contractor shall perform the scope of services as set forth in Barnstable County's Invitation for Bids dated May 24, 2017 and the Contractor's proposal dated June 8, 2017, incorporated herein by reference as Attachment A.
3. Time of Performance. Work in connection with the Agreement shall begin upon execution of this Agreement and continue until March 31, 2017 with the option to renew for one additional year.
4. Payment. The County shall compensate the Contractor for services provided under Section 2, Scope of Services, the prices highlighted on the attached spreadsheet herein incorporated by reference as Attachment B. Upon acceptance of the Contractor's invoice, payment will be made within thirty (30) days. If an invoice is not accepted by the County within fifteen (15) days, it shall be returned to the Contractor with a written explanation for the rejection. At the end of each County fiscal year Contractor must submit any outstanding invoices for services performed or delivered during the fiscal year (July 1-June 30) to the County no later than July 31st of the year when the resources were prepared.
5. Termination or Suspension of Contract for Cause. If through any sufficient cause, the Contractor 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 Contractor Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by the County and the Contractor, shall be incorporated in written amendments to this Contract.

8. Non-Discrimination in Employment and Affirmative Action. The Contractor 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 contractor 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 by the Contractor 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 County. No subcontract or delegation shall relieve or discharge the Contractor 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 County thereto; provided, however that claims for money due or to become due the Contractor from the County 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 County 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.

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 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 is 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 of 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 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 must comply with the audit requirements outlined in the Office of Management and Budget OMB Circular A-133.

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

extent
permitted by law.

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

IN WITNESS WHEREOF, the County and Contractor have executed this Agreement this _____ day of in the year two thousand and seventeen.

FOR THE COUNTY:

BARNSTABLE COUNTY COMMISSIONERS:

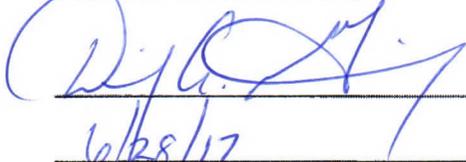
Ron Beaty

Leo Cakounes

Mary Pat Flynn

Date

FOR THE CONTRACTOR:



6/28/17

Date

AGREEMENT BETWEEN

Barnstable County
3195 Main Street
Barnstable, MA 02630

and

R.J. Gabriel Construction Co., Inc
785 Bedford Street
Bridgewater, MA 02324

THIS AGREEMENT, made this _____ day of _____ 2017 by and between R.J. Gabriel Construction Co., Inc. (hereinafter referred to as Contractor), and Ron Beaty Leo Cakounes and Mary Pat Flynn 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: Barnstable County issued an Invitation for Bids for Catch Basin Cleaning for towns in Barnstable County for the period of July 1, 2017 through March 31, 2018, with the option to renew for one additional year.

WHEREAS: The Invitation for Bids was bid in compliance with MA General Law Chapter 30, 39M

WHEREAS: The vendor 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 County hereby agrees to engage the Contractor to perform the services hereinafter set forth in the Scope of Services. Contractor shall not be considered an employee of Barnstable County. 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, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.
2. **Scope of Services.** The Contractor shall perform the scope of services as set forth in Barnstable County's Invitation for Bids dated May 24, 2017 and the Contractor's proposal dated June 8, 2017, incorporated herein by reference as Attachment A.
3. **Time of Performance.** Work in connection with the Agreement shall begin upon execution of this Agreement and continue until March 31, 2017 with the option to renew for one additional year.
4. **Payment.** The County shall compensate the Contractor for services provided under Section 2, Scope of Services, the prices highlighted on the attached spreadsheet herein incorporated by reference as Attachment B. Upon acceptance of the Contractor's invoice, payment will be made within thirty (30) days. If an invoice is not accepted by the County within fifteen (15) days, it shall be returned to the Contractor with a written explanation for the rejection. At the end of each County fiscal year Contractor must submit any outstanding invoices for services performed or delivered during the fiscal year (July 1-June 30) to the County no later than July 31st of the year when the resources were prepared.
5. **Termination or Suspension of Contract for Cause.** If through any sufficient cause, the Contractor 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 Contractor Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by the County and the Contractor, shall be incorporated in written amendments to this Contract.

8. Non-Discrimination in Employment and Affirmative Action. The Contractor 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 contractor 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 by the Contractor 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 County. No subcontract or delegation shall relieve or discharge the Contractor 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 County thereto; provided, however that claims for money due or to become due the Contractor from the County 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 County 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.

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 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 is 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 of 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 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 must comply with the audit requirements outlined in the Office of Management and Budget OMB Circular A-133.

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

extent
permitted by law.

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

IN WITNESS WHEREOF, the County and Contractor have executed this Agreement this _____ day of in the year two thousand and seventeen.

FOR THE COUNTY:

BARNSTABLE COUNTY COMMISSIONERS:

Ron Beaty

Leo Cakounes

Mary Pat Flynn

Date

FOR THE CONTRACTOR:

Date

COUNTY OF BARNSTABLE
PURCHASING

Elaine Davis
Chief Procurement Officer

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

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

Invitation for Bids

Barnstable County, on behalf of the Towns of Barnstable County is seeking sealed bids for Catch Basin Cleaning for the period of July 1, 2017 through March 31, 2018, with the option to renew for one additional year.

Bids will be received at the Superior Court House, Office of the County Commissioners, Purchasing Department, 3195 Main Street, P.O. Box 427, Barnstable, MA 02630, on or before **June 8, 2017 at 10:00AM. No Exceptions.**

Bid specifications may be obtained from the Barnstable County Purchasing Department, Superior Court House, P.O. Box 427, Barnstable, Massachusetts 02630.

Sealed envelopes containing bids shall be clearly marked "**Bid – Catch Basin Cleaning – '2017'**".

NOTE: One original and one (1) copy of each bid shall be submitted. NO faxed proposals will be accepted.

The County of Barnstable reserves the right to accept or reject any or all bids, to waive any informality contained therein, and to award the contract as decided to be in the best interest of the County.

Prevailing wages apply.

The County of Barnstable fully complies with federal, state, and local laws and directives governing equal opportunity, affirmative action and non-discrimination in all county activities and actively solicits bids/proposals from MBE/WBE businesses in accordance with County policy.

Dated at Barnstable, Massachusetts, this 24th Day of May, Two Thousand Seventeen.



Elaine Davis
Chief Procurement Officer

INSTRUCTIONS TO BIDDERS

1. Defined Terms.

The term "County" means the County of Barnstable, MA through the County Commissioners.

The term "Successful Bidder" means the lowest, qualified, responsible, and responsive Bidder to whom the County (on the basis of the County's and Towns' evaluation as hereinafter provided) makes an award.

The term "Owner" means the Towns participating in this bid.

2. Copies of Bidding Documents.

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

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

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

4. Interpretations.

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

5. Bid Security.

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

6. Contract Time.

The Contract Time begins July 1, 2017 and terminates March 31, 2018, or when the Contract amount has been expended, whichever occurs first. If the bids are extended for 1 year, then the new Contract period for all Towns will be from April 1, 2018 to March 31, 2019. The County reserves the right to extend the Contract under the same terms, conditions, and estimated quantities for a maximum period of one (1) year from date of expiration. If the County chooses to extend a contract, then the County will forward a written notice to the Contractor. If the Contractor refuses to extend the contract for the additional year (if selected by the County), then that Contractor will be considered in breach of contract and will not be allowed to bid on similar contracts for one (1) year.

7. Substitute Material and Equipment.

The Contract, if awarded, will be on the basis of material and equipment described/ specified in the Contract Specifications. Whenever it is indicated in the Contract Specifications that a substitute or "approved equivalent" item of material or equipment may be furnished or used by Contractor if acceptable, application for such acceptance will not be considered by the County until after the "effective date of the Agreement".

8. Subcontractors, etc.

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

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

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

9. Bid Form.

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

10. Submission of Bids.

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

11. Modification and Withdrawal of Bids.

- 11.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.
- 11.2 If, within twenty-four (24) hours after Bids are opened, any Bidder files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material and substantial mistake in the preparation of his Bid, that Bidder may withdraw his Bid. Thereafter, that Bidder will be disqualified from further bidding on the Work.

12. Opening of Bids.

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

13. Bids to Remain Open.

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

14. Award of Contract.

- 14.1 The County may consider informal any bid not prepared and submitted in accordance with the provisions hereof. The County reserves the right to reject any and all Bids, to waive any and all informalities and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsive or conditional Bids. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of a column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 14.2 In evaluating Bids, the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements and prices if requested in the Bid forms shall be considered. The Contract shall be awarded to the lowest, qualified, responsive and responsible Bidder.
- 14.3 The qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations must be submitted as provided in the Supplementary Conditions may be considered. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered.

- 14.4 Investigations may be conducted as deemed necessary (including but not limited to requesting a list of all projects completed by a Bidder) to assist in the evaluation of any Bid and to satisfactorily establish the responsibility, qualifications and financial ability of the Bidders, proposed Subcontractors and other persons and organizations to do the Work in accordance with the Contract Documents within the prescribed time.
- 14.5 The right is reserved to reject the Bid of any Bidder who does not satisfactorily pass any such evaluation.
- 14.6 If the Contract is to be awarded, it will be awarded to the lowest, qualified, responsive and responsible Bidder whose evaluation indicates that the award will be in the best interests of the Project.
- 14.7 If the Contract is to be awarded, the County will give the Successful Bidder a Notice of Award within sixty (60) days after the day of the Bid opening.

15. Signing of Agreement.

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

16. Special Legal Requirements.

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

17. Performance and other Bonds.

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

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

18. Other.

- 18.1 Termination of a Contract or Services by any Town shall not invalidate or alter the terms of a Contract or Services with any other Town.
- 18.2 Each Town shall be solely responsible for payment of invoices due Contractor for quantities ordered and received by that Town only.
- 18.3 Bids shall be available for all divisions, departments, and political subdivisions of each Town including, but not limited to: water, fire, and school districts.

- 18.4 "As per MGL, Chapter 7, section 22, each political subdivision participating in this bid is
18.5 solely responsible for any payment due vendor for its share of such purchase. Barnstable
County, as lead purchasing agent shall not be liable for payment or for any claim based upon a
breach of warranty or defects in the design, manufacture or installation of material, supplies or
equipment purchase pursuant to this bid."

19. Fair Employment Practices.

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

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

GENERAL CONDITIONS

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

Intent:

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

ARTICLE 2 CONTRACTOR'S LIABILITY INSURANCE

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

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

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

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

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

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

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

ARTICLE 3 - CONTRACTOR'S RESPONSIBILITIES

Supervision and Superintendence:

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

Labor, Materials and Equipment

- 3.2 CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without a Town's written consent.
- 3.3 All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by the County or a Town, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable Supplier.

Laws and Regulations

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

Taxes

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

Use of Premises

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

Safety and Protection

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

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

Indemnification

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

Separate Contracts

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

ARTICLE 4 - UNIT PRICE WORK

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

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

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

Warranty and Guarantee

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

Access to Work

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

Tests and Inspections

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

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

Two Year Correction Period

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

ARTICLE 6 - PERFORMANCE AND OTHER BONDS

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

ARTICLE 7 - EFFECTIVE DATE

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

ARTICLE 8 - CHANGES IN THE WORK

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

ARTICLE 9 - WAGE RATES

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

ARTICLE 10 - ENGINEER

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

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

ARTICLE 11 - TERMINATION OF CONTRACT

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

ARTICLE 12 – MISCELLANEOUS

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

SPECIAL PROVISIONS

SCOPE OF WORK

The Work under this Contract consists of providing various materials as described herein to the Towns of Sandwich and Eastham.

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

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

FOR ESTIMATED QUANTITIES SEE ATTACHMENT A

WORK SCHEDULE

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

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

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

OSHA REQUIREMENT

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

PROGRESS OF WORK

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

CONTRACT DOCUMENTS IN THE FIELD

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

POLICE SERVICES

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

PUBLIC SAFETY AND CONVENIENCE

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

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

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

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

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

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

CLEANUP

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

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

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

EMERGENCY CONTACTS

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

DIGSAFE

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

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

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

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

PROTECTION OF UTILITIES AND PROPERTY

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

If, as the Work progresses, it is found that any of the utility structures are so placed as to render it impracticable, in the judgment of the Engineer, to do the Work called for under this Contract, the Contractor shall

protect and maintain the services in such utilities and structures and the Engineer will, as soon thereafter as reasonable, cause the position of the utilities to be changed or take such other actions deemed suitable and proper.

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

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

PROVISIONS FOR TRAVEL AND PROSECUTION OF THE WORK

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

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

WORK DONE BY OTHERS

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

DISPOSAL OF SURPLUS MATERIALS

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

COMPACTION

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

PROPERTY BOUNDS

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

WEIGHING

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

SCOPE OF WORK

Item No. 104: DRAINAGE PIPE CLEANING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

REQUIRED FORMS

- **Bid Deposit – 5% of bid price in the form of a certified, treasurer’s, or cashier’s check payable to Barnstable County; or a bid bond from a licensed surety registered to do business in the Commonwealth of Massachusetts.**
- **Bid Form Attachment B**
- **Certificate of Non-Collusion and Tax Compliance Attachment – PAGE BF-5 OF BID FORM
USE THIS AS THE COVER SHEET TO YOUR BID**

**ATTACHMENT A
ESTIMATED BID QUANTITIES**

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

Estimated Quantities

			Sandwich	Eastham
	ITEM	UNIT	QUANTITY	QUANTITY
104	DRAINAGE PIPE CLEANING	DAY	5	3
105A	DRAINAGE STRUCTURE CLEANING BY CLAMSHELL	EA		600
	w/out disposal			
106	DRAINAGE STRUCTURE CLEANING By Vacuum	EA	20	
	w/disposal			
106A	DRAINAGE STRUCTURE By Vacuum Truck	EA	20	
	w/o disposal			

ATTACHMENT B - BID FORM

**BID IDENTIFICATION: PUBLIC WORKS FOR HIGHWAYS
(UNIT PRICE WORK)**

THIS BID IS SUBMITTED TO:

**(Name and Address
of Owner)**

**Office of the County Commissioners
Superior Court House
P.O. Box 427
Barnstable, Massachusetts 02630**

1. The undersigned BIDDER proposes and agrees, if the Bid is accepted to enter into an Agreement with the County, to complete all Work as specified or indicated in the Contract Documents for the Contract Unit Prices during the contract period of **July 1, 2017 to March 31, 2018, with the option to renew for one additional one year period** and in accordance with the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders. This Bid will remain open for sixty (60) days after the day of Bid opening. BIDDER will sign the Agreement and submit other documents (e.g. Bonds, Insurance Binders) required by the Contract Documents within five (5) working days after the date of the County's Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - 3.1 BIDDER has examined copies of all the Contract Documents and of the following addenda:

Date _____ Number _____
Date _____ Number _____

(receipt of all of which is hereby acknowledged) and also copies of the Notice to Bidders and the Instructions to Bidders.
 - 3.2 BIDDER has examined the legal requirements (federal, state and local laws, by-laws, rules and regulations) and the conditions affecting cost, progress of performance of the Work and has made such independent investigations as BIDDER deems necessary.
 - 3.3 This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation, and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the County.
4. BIDDER will complete all the Work assigned for the unit price(s) listed in the Bid Form.
5. The following documents are attached to and made a condition of this Bid:
 - 5.1 A tabulation of Subcontractors and other persons or organizations required to be identified in this Bid.

6. Communications concerning this Bid shall be addressed to:

Company Name: _____

Address: _____

Telephone No.: _____

Fax No.: _____

E-mail Address: _____

Bidder's Contact Person: _____

7. Bid comparison will be based on each item unit price provided for each Town. Bidders may bid on any or all items for any or all Towns listed. Bid selection will be by each item by Town and will be based on the lowest, qualified, responsible, and responsive bid for each item for each Town.

8. The undersigned certifies under penalties of perjury that this Bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph, the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

9. The undersigned also certifies: 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; and, that all employees 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.

SUBMITTED on _____, 20__.

An Individual

By _____ (SEAL)
(Individual's Name and Signature)

doing business as _____

Business address: _____

Phone No.: _____

A Partnership

By _____ (SEAL)
(Firm Name)

(General Partner Name and Signature)

Business address: _____

Phone No.: _____

A Corporation

By _____
(Corporation Name)

(State of Incorporation)

By _____
(Name of person authorized to sign and Signature)

(Corporate Seal)

Attest _____
(Secretary)

Business address: _____

Phone No.: _____

THIS PAGE IS TO BE USED AS THE COVER OF YOUR BID
CERTIFICATE of NON-COLLUSION AND TAX COMPLIANCE

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

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

Company: _____

Address: _____

Signature of Individual Signing

Bid, or Corporate Officer: _____

Telephone Number: _____

Social Security Number

Or Federal Identification Number: _____

Date: _____

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

**BID FORM
MISCELLANEOUS PUBLIC WORKS
(UNIT PRICE WORK)**

State the unit bid price (written in words and in numerals) for each Town listed. See Appendix "A" for estimated quantities. Bidders may wish to contact each Town to obtain actual quantities purchased during prior years. Bidders may bid on any or all items for any or all Towns. Bid selection will be by each item and will be based on the lowest, qualified, responsible, and responsive bid for each item for each Town.

<u>ITEM NO. 104</u>	<u>DRAINING PIPE CLEANING</u>	<u>PER DAY</u>
<u>Town</u>	<u>Unit Bid Price Written in Words</u>	<u>In Numerals</u>
Eastham	_____	\$ _____
Sandwich	_____	\$ _____

<u>ITEM NO. 105A</u>	<u>DRAINAGE STRUCTURE CLEANING BY CLAMSHELL (w/o Disposal)</u>	<u>PER EACH</u>
<u>Town</u>	<u>Unit Bid Price Written in Words</u>	<u>In Numerals</u>
Eastham	_____	\$ _____

<u>ITEM NO. 106</u>	<u>DRAINAGE STRUCTURE CLEANING By Vacuum (w/disposal)</u>	<u>PER EACH</u>
<u>Town</u>	<u>Unit Bid Price Written in Words</u>	<u>In Numerals</u>
Sandwich	_____	\$ _____

<u>ITEM NO. 106A</u>	<u>DRAINAGE STRUCTURE CLEANING By Vacuum (w/disposal)</u>	<u>PER EACH</u>
<u>Town</u>	<u>Unit Bid Price Written in Words</u>	<u>In Numerals</u>
Sandwich	_____	\$ _____

**ATTACHMENT A
ESTIMATED BID QUANTITIES**

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

Estimated Quantities

	ITEM	UNIT	Sandwich QUANTITY	Eastham QUANTITY
104	DRAINAGE PIPE CLEANING	DAY	5	3
105A	DRAINAGE STRUCTURE CLEANING BY CLAMSHELL	EA		600
	w/out disposal			
106	DRAINAGE STRUCTURE CLEANING By Vacuum	EA	20	
	w/disposal			
106A	DRAINAGE STRUCTURE By Vacuum Truck	EA	20	
	w/o disposal			

THIS PAGE IS TO BE USED AS THE COVER OF YOUR BID
CERTIFICATE of NON-COLLUSION AND TAX COMPLIANCE

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

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

Company: R. J. Gabriel Const. Co. Inc.

Address: 785 Bedford St.

Bridgewater, MA 02324

Signature of Individual Signing: 
Bid, or Corporate Officer: David A. Gabriel

Telephone Number: 508-697-6779

Social Security Number

Or Federal Identification Number: 04-2315294

Date: 6/8/17

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

ATTACHMENT B - BID FORM

**BID IDENTIFICATION: PUBLIC WORKS FOR HIGHWAYS
(UNIT PRICE WORK)**

THIS BID IS SUBMITTED TO:

**(Name and Address
of Owner)**

**Office of the County Commissioners
Superior Court House
P.O. Box 427
Barnstable, Massachusetts 02630**

1. The undersigned BIDDER proposes and agrees, if the Bid is accepted to enter into an Agreement with the County, to complete all Work as specified or indicated in the Contract Documents for the Contract Unit Prices during the contract period of **July 1, 2017 to March 31, 2018, with the option to renew for one additional one year period** and in accordance with the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders. This Bid will remain open for sixty (60) days after the day of Bid opening. BIDDER will sign the Agreement and submit other documents (e.g. Bonds, Insurance Binders) required by the Contract Documents within five (5) working days after the date of the County's Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - 3.1 BIDDER has examined copies of all the Contract Documents and of the following addenda:

Date _____	Number _____
Date _____	Number _____

(receipt of all of which is hereby acknowledged) and also copies of the Notice to Bidders and the Instructions to Bidders.
 - 3.2 BIDDER has examined the legal requirements (federal, state and local laws, by-laws, rules and regulations) and the conditions affecting cost, progress of performance of the Work and has made such independent investigations as BIDDER deems necessary.
 - 3.3 This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation, and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the County.
4. BIDDER will complete all the Work assigned for the unit price(s) listed in the Bid Form.
5. The following documents are attached to and made a condition of this Bid:
 - 5.1 A tabulation of Subcontractors and other persons or organizations required to be identified in this Bid.

6. Communications concerning this Bid shall be addressed to:

Company Name: R.J. Gabriel Const. Co. Inc.
Address: 785 Bedford St.
Bridgewater, MA 02324
Telephone No.: 508-697-6779
Fax No.: 508-697-6946
E-mail Address: rdagabriel@gmail.com
Bidder's Contact Person: David Gabriel

7. Bid comparison will be based on each item unit price provided for each Town. Bidders may bid on any or all items for any or all Towns listed. Bid selection will be by each item by Town and will be based on the lowest, qualified, responsible, and responsive bid for each item for each Town.

8. The undersigned certifies under penalties of perjury that this Bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph, the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

9. The undersigned also certifies: 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; and, that all employees 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.

SUBMITTED on June 8th, 2017.

An Individual

By _____ (SEAL)
(Individual's Name and Signature)

doing business as _____

Business address: _____

Phone No.: _____

A Partnership

By _____ (SEAL)
(Firm Name)

(General Partner Name and Signature)

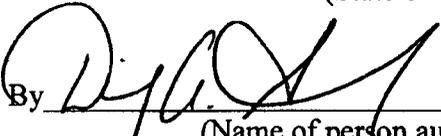
Business address: _____

Phone No.: _____

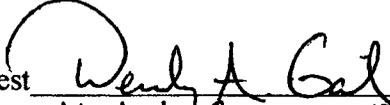
A Corporation

By R. J. Gabriel Const. Co. Inc.
(Corporation Name)

Massachusetts
(State of Incorporation)

By 
(Name of person authorized to sign and Signature)
David A. Gabriel

(Corporate Seal)

Attest 
Wendy A. Gabriel (Secretary)

Business address: 785 Bedford St.
Bridgewater, MA 02324

Phone No.: 508 697-6779

A Joint Venture

By _____
(Name and Signature)

(Address)

By _____
(Name and Signature)

(Address)

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

A Joint Venture

By _____
(Name and Signature)

(Address)

By _____
(Name and Signature)

(Address)

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

**BID FORM
MISCELLANEOUS PUBLIC WORKS
(UNIT PRICE WORK)**

State the unit bid price (written in words and in numerals) for each Town listed. See Appendix "A" for estimated quantities. Bidders may wish to contact each Town to obtain actual quantities purchased during prior years. Bidders may bid on any or all items for any or all Towns. Bid selection will be by each item and will be based on the lowest, qualified, responsible, and responsive bid for each item for each Town.

<u>ITEM NO. 104</u>	<u>DRAINING PIPE CLEANING</u>	<u>PER DAY</u>
<u>Town</u>	<u>Unit Bid Price Written in Words</u>	<u>In Numerals</u>
Dennis	One thousand nine hundred fifty dollar $\frac{00}{100}$	\$ 1,950. ⁰⁰
Eastham	One thousand nine hundred fifty dollar $\frac{00}{100}$	\$ 1,950. ⁰⁰
Sandwich	One thousand nine hundred fifty dollar $\frac{00}{100}$	\$ 1,950. ⁰⁰

<u>ITEM NO. 105</u>	<u>DRAINAGE STRUCTURE CLEANING BY CLAMSHELL (w/disposal)</u>	<u>PER EACH</u>
<u>Town</u>	<u>Unit Bid Price Written in Words</u>	<u>In Numerals</u>
Dennis	Thirty two dollar and $\frac{95}{100}$	\$ 32.95

<u>ITEM NO. 105A</u>	<u>DRAINAGE STRUCTURE CLEANING BY CLAMSHELL (w/o Disposal)</u>	<u>PER EACH</u>
<u>Town</u>	<u>Unit Bid Price Written in Words</u>	<u>In Numerals</u>
Eastham	Sixteen dollar and $\frac{00}{100}$	\$ 16. ⁰⁰
Dennis	Sixteen dollar and $\frac{00}{100}$	\$ 16. ⁰⁰

<u>ITEM NO. 106</u>	<u>DRAINAGE STRUCTURE CLEANING By Vacuum (w/disposal)</u>	<u>PER EACH</u>
<u>Town</u>	<u>Unit Bid Price Written in Words</u>	<u>In Numerals</u>
Sandwich	Two hundred fifty dollar and $\frac{00}{100}$	\$ 250. ⁰⁰

<u>ITEM NO. 106A</u>	<u>DRAINAGE STRUCTURE CLEANING By Vacuum (w/disposal)</u>	<u>PER EACH</u>
<u>Town</u>	<u>Unit Bid Price Written in Words</u>	<u>In Numerals</u>
Sandwich	Two hundred twenty five dollar and $\frac{00}{100}$	\$ 225. ⁰⁰

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we RJ GABRIEL CONSTRUCTION CO INC., 785 BEDFORD STREET, BRIDGEWATER, MA 02324 as Principal, hereinafter called the Principal, and Allegheny Casualty Company a corporation duly organized under the laws of the state of New Jersey as Surety, hereinafter called the Surety, are held and firmly bound unto Barnstable County as Obligee, hereinafter called the Obligee, in the sum of

Five Percent of the Amount of the Attached Bid

Dollars (\$ 5% of Bid),

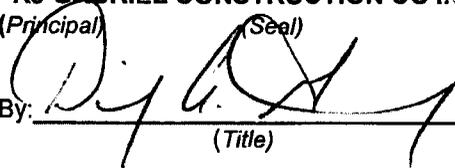
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

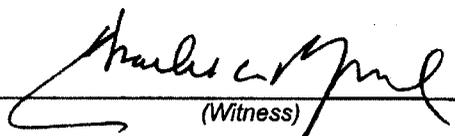
WHEREAS, the Principal has submitted a bid for Catch Basin Cleaning

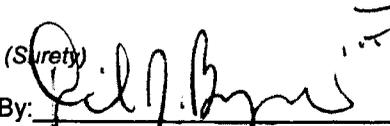
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 1st day of June, 2017

(Witness)

RJ GABRIEL CONSTRUCTION CO INC.
(Principal) (Seal)
By: 
(Title)


(Witness)

Allegheny Casualty Company
(Surety) (Seal)
By: 
David J. Byrrie, III (Title) Attorney-in-Fact

Tel (973) 824-7200

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

DENISE A. CHIANESE, DAVID J. BYRNE, III, CHARLES A. BYRNE

East Providence, RI.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, Chief Executive Officer or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 31st day of December, 2016.



STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Chief Executive Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)



On this 31st day of December 2016, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 1st day of June 2017

MARIA BRANCO, Assistant Secretary

VENDOR			R.J GABRIEL	Leo Vigeant
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104	DRAINAGE PIPE CLEANING	PER DAY	Dennis	1950.00	
			Eastham	1950.00	
			Sandwich	1950.00	
105	DRAINAGE STRUCTURE	EACH	Dennis	32.95	29.00
	CLEANING				
	BY CLAMSHELL				
	w/disposal				
105A	DRAINAGE STRUCTURE	EACH	Dennis	16.00	19.00
	CLEANING		Eastham	16.00	19.00
	BY CLAMSHELL				
	w/o disposal				
106	DRAINAGE	PER EACH	Sandwich	250.00	no bid
	STRUCTURE				
	CLEANING				
	BY VACUUM TRUCK				
	w/disposal				
106A	DRAINAGE	PER EACH	Sandwich	225.00	no bid
	STRUCTURE				
	CLEANING				
	BY VACUUM TRUCK				
	w/out disposal				



B A R N S T A B L E C O U N T Y

Resource Development and AmeriCorps Cape Cod

P.O. Box 427
Barnstable, MA 02630
Quan Tobey
(508) 375-6965 phone



DATE: June 26, 2017

TO: County Commissioners

FROM: Quan Tobey

SUBJECT: New Fund Memo for CISA FMPP grant to CC Cooperative Extension

Barnstable County and the CC Cooperative Extension has received a new grant in the amount of \$2,250.00 from the Community Involved in Sustaining Agriculture's (CISA) Farmers Market Promotion Program (FMPP). Please sign below so the Finance Department may establish a new fund for this grant. The Contract is attached for your reference. This funding is for Buy Fresh, Buy Local Cape Cod to participate in CISA's FMPP by creating and distributing public information and education about where to find locally grown products, and to promote our partners who have made a commitment to support land and sea farms and ocean harvesters in Massachusetts.

Respectfully submitted,

Quan Tobey

Leo Cakounes
County Commissioner

Mary Pat Flynn
County Commissioner

Ron Beaty
County Commissioner

Date

Subcontract

This Subcontract will serve as a contractual agreement between Community Involved in Sustaining Agriculture (CISA) and Buy Fresh, Buy Local Cape Cod (BFBLCC) (Subcontracting agency) for cooperation on CISA's Farmers Market Promotion Program grant through the USDA Agricultural Marketing Service (AMS) CFDA Number: 10.168, Agreement Number: 16FMPPMA0002. That Agreement between CISA and AMS is attached herewith and incorporated into this Subcontract. This Subcontract covers the period of **September 30, 2016- September 29, 2019.**

BFBLCC Will:

Implement the work identified in the attached Letter of Commitment.

Community Involved in Sustaining Agriculture will:

- Act as Fiscal Agent for the Initiative;
- Provide materials, content support, and
- Provide program and contract management services.

Financial Terms.

Subcontracting Agency will receive \$2,250 for participation in the project over the term of this agreement. Subcontracting Agency will maintain proper documentation for all agreement-related expenses.

Payment of the Approved Costs for Services performed in accordance with the terms of this Agreement shall be made upon receipt of invoice. In order to be eligible for payment, invoices shall list Approved Costs by category pursuant to this section, and include the Agency's address and taxpayer identification number in accordance with Internal Revenue Service requirements as well as appropriate documentation for reimbursable expenses.

All invoices submitted under this Agreement, must be received 7 days after the close of each quarter. The final invoice must be received by CISA no later than 7 days after the termination of this Agreement. Invoices shall be addressed to: CISA, 1 Sugarloaf Street, South Deerfield, MA 01373 or may be submitted via email to kelly@buylocalfood.org.

Reporting.

In administrative matters regarding the performance of the Services, Consultant shall report to:

Philip Korman, Executive Director
CISA
1 Sugarloaf Street, South Deerfield, MA 01373

In executing the Work for this project, Consultant shall report to Kelly Coleman, Program Director. In completing the work the consultant shall be free from supervisory direction or control.

Records.

CISA shall for three years after the final payment under this Agreement have access to any of Subcontracting Agency's records related to this Agreement for the purpose of conducting audits. The period of access for records relating to

a) appeals under a dispute, b) litigation or settlement of claims arising from the performance of this Agreement, or c) costs and expenses of this Agreement to which exception has been taken shall continue until such appeals, litigation, claims, or exceptions are disposed of.

Conflict of Interest.

Sub-contracting Agency affirms that, to the best of Sub-contracting Agency's knowledge, there exists no actual, potential, or appearance of conflict of interest between Sub-contracting Agency's family, business or financial interest and Sub-contracting Agency's performance of the Services. In the event of a challenge of Sub-contracting Agency's interests in the Services, Sub-contracting Agency shall raise with CISA any questions regarding possible conflict of interest with may arise as a result.

Assignment. The Sub-contracting Agency may not assign, transfer or subcontract any part of this Agreement, any interests herein or claims hereunder, without the prior written approval of CISA.

General Release. Sub-contracting Agency's acceptance of payment of the final invoice under this Agreement shall release CISA from all claims of the Sub-contracting Agency, and from all liability to the Sub-contracting Agency concerning this Agreement, except where such claims or liabilities arise from any negligent act, error or omission of CISA.

Changes. By mutual agreement, the Sub-contracting Agency and CISA may make changes to the Services and to the terms of the Agreement. Any such changes shall be in the form of a written amendment signed by the Sub-contracting Agency and an authorized contractual representative of CISA.

Indemnification. The Sub-contracting Agency agrees to indemnify CISA for liability for personal injury or property damage caused by negligent acts or omissions of the Sub-contracting Agency, its agents or employees, in the performance of the Services.

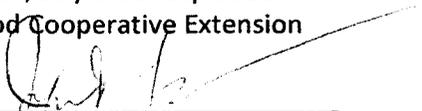
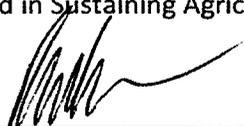
This agreement is effective as of 9/30/16.

Signed by duly authorized representatives of the parties:

Community Involved in Sustaining Agriculture

Buy Fresh, Buy Local Cape Cod
Cape Cod Cooperative Extension

Signature



Print Name

Philip Korman

John Yunits, Jr.

Title

Executive Director

County Administrator

Date

6-13-17

EIN

04-6001419