



The Town of Barnstable

Department of Public Works

Administration & Technical Support Division

800 Pitcher's Way, Hyannis, MA 02601

www.town.barnstable.ma.us



Mark Marinaccio 508.790.6323
Keith Mackenzie-Betty 508.790.6315
Rebecca Nickerson 508.790.6316
NancyLee Cormier 508.790.6320

John W. Juros, AIA
Town Architect
Voice 508.790.6324
Fax 508.790.6344

TO: Mr. Wayne Jaedtke
Barnstable County Dredge
PO Box 427
Superior Court Building
Barnstable, MA 02630

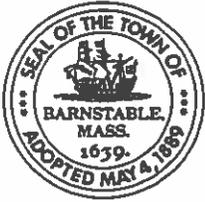
FROM: John Juros, AIA, Town Architect 

DATE: November 24, 2015

SUBJECT: Contract
Outer Channel Dredge
Barnstable Harbor
Barnstable, MA

Enclosed are five copies of your Contract for the above listed project which has been signed by the Town Manager. Please have this signed off and return four to me for our records.

Thank you for your help. We are set to begin operations as soon as you can schedule this work. Please advise.



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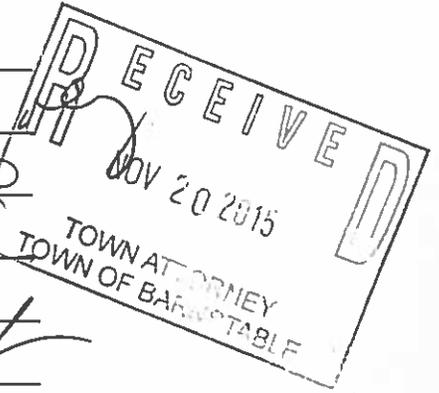


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Voice 508.790.6324
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TO: Thomas K. Lynch, Town Manager
VIA: Ruth J. Weil, Town Attorney
VIA: Mark A. Milne, Finance Director
VIA: Johanna F. Boucher, Chief Purchasing Officer
VIA: Daniel W. Santos, P.E., Director, DPW
VIA: Robert R. Steen, P.E., Assistant Director, DPW
VIA: Bonny Ross, Financial Coordinator, DPW
VIA: Roger D. Parsons, P.E., Town Engineer
FROM: John W. Juros, AIA, Town Architect
DATE: October 16, 2015

JKL
As to son
My son
Together
DPW
Project Expense not set up in munis yet
to process the TM sign line should have T.K. Lynch
[Signature]



SUBJECT: Outer Channel Dredge Project, Barnstable Harbor

Attached are Six(6) originals to be signed by the TOB and County of the COOPERATIVE AGREEMENT BETWEEN BARNSTABLE COUNTY AND TOWN OF BARNSTABLE contract for Dredging Projects covered by this agreement for a total not to exceed fee of \$135,500.00 in order to compensate the County of Barnstable for these channel dredging services thru the County Dredge. The project funding sources for this contract is as follows:

Funding Source \$135,500.00

PO No.

Appropriation Order 2016-035

It is recommended that this Contract be executed as submitted.

Each of the attached six (6) originals should be signed by the Town Manager as indicated, and returned to the Department of Public Works (c/o John Juros) for execution by the County.

If you have any question, I can be reached at (508) 790-6324.



Fiscal Year 2016

Page 1 of 2

Purchase Order

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **16005852**

B
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ENGINEERING
TOWN OF BARNSTABLE
382 FALMOUTH ROAD
HYANNIS, MA 02601

The Purchase Order Number must appear on all correspondence.

Delivery must be made within doors of specified destination.

V
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BARNSTABLE COUNTY
3195 MAIN STREET
BARNSTABLE, MA 02630

S
H
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P
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ENGINEERING
TOWN OF BARNSTABLE
382 FALMOUTH ROAD
HYANNIS, MA 02601

Delivery reference:
JOHN JUROS, PROJECT MANAGER

Date Ordered	Vendor Number	Freight Method/Terms	Department/Location
11/19/2015	400		PUBLIC WORKS ADMINISTRATION

Item	Description/Part Number	Quantity	UOM	Unit Price	Extended Price
	IMPROVEMENTS-BARNSTABLE HARBOR				
1	IMPROVEMENTS - BARNSTABLE HARBOR CHANNEL DREDGING SERVICES NOT TO EXCEED 135,500.00 WITHOUT WRITTEN AUTHORIZATION	1.00	EA	\$135,500.00	\$135,500.00

***** GL Summary *****

317102-702080-16035

\$135,500.00

Town of Barnstable Purchase Order Terms and Conditions Apply

Total Extended Price **\$135,500.00**

Total Freight **\$0.00**

Vendor must acknowledge Purchase Order Terms and Conditions on last page and return to the ordering department

Discounts and Credits **\$0.00**

PO Total **\$135,500.00**

COOPERATIVE AGREEMENT
BETWEEN
BARNSTABLE COUNTY
AND
TOWN OF BARNSTABLE

THIS AGREEMENT, made and entered into this _____ day of _____, 2015 by and between the County of Barnstable, hereinafter called the "County," and the Town of Barnstable, hereinafter called the "Town."

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

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

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

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

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

ARTICLE I. STATEMENT OF WORK

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

BARNSTABLE COUNTY AGREES:

1. To do and perform all dredge related work for Barnstable Harbor Channel in accordance with the specifications, drawings and plans (Attachment I) up to a maximum contract amount of \$135,500.00. This is based on removing

approximately 8,500 cubic yards of material at \$13.00 per cubic yard and \$25,000.00 charge for mobilization/demobilization costs. Final and complete specifications, plans and drawings shall be provided to the County by the Town in a timely manner.

2. To observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the specifications, plans, and drawings identified in Attachment I as applicable to dredging and rough placement of materials.
- 3 To provide a hydraulic dredge and all related equipment to conduct maintenance dredging for the Town, according to and guided by the specifications, plans, drawings as provided.
4. To pump dredge materials and provide rough beach placement of said materials at a rate of \$13.00 per cubic yard for standard dredge material. This price includes before and after dredge surveys to be performed by the County.
5. To comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage injury or loss or on dredging or handling of dredge materials.
6. To the extent permitted by law, to indemnify and hold harmless any party sustaining damage or loss resulting from the negligence of the County and its employees with respect to the County's performance of its obligations under this Agreement. Nothing in the previous sentence shall be construed as a waiver of the limitations on the Town's liability under the Massachusetts Tort Claims Act or under other provisions of this agreement.
7. Immediately notify the Town and cease operations whenever the dredging operations exceed the specifications, drawings and plans or whenever situations or conditions are encountered outside the scope of the specifications, drawings, and plans.
8. Without the prior approval of the Town, the dredge will operate between the hours of 7:00 A.M. and 7:00 P.M.

THE TOWN OF BARNSTABLE AGREES:

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

2. To furnish all specifications, drawings, and plans required to perform the dredge project at the execution of this document. Said documents will be incorporated by reference as Attachment I.
3. To conduct required inspections and testing consistent with federal, state and local permits and approvals.
4. To inspect the County's on-site dredging work in a timely manner.
5. To obligate funds to conduct the dredging work specified in Attachment I.
6. To indemnify and hold harmless any party sustaining damage or loss resulting from the negligence of the Town with respect to the Town's performance of its obligations under this Agreement. Nothing in the previous sentence shall be construed as a waiver of the limitations on the Town's liability under the Massachusetts Tort Claims Act or under other provisions of this agreement.

BOTH BARNSTABLE COUNTY AND THE TOWN OF BARNSTABLE AGREE:

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

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

ARTICLE II. TERM OF AGREEMENT

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

ARTICLE III. PAYMENT TO COUNTY:

The cost of the project shall be based on a per cubic yard basis, and calculated on the total cubic yards of material moved, using standard engineering practices, except as specified in Article VIII, and the mobilization and demobilization costs. The cost per cubic yard is \$13.00 for standard dredge material. The Town shall be billed, and the County shall be paid for the following services:

Mobilization costs for project;

50% movement/placement of dredge materials;

100% movement/placement of dredge materials;

Demobilization costs for the project.

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

ARTICLE IV. WEATHER CONDITIONS

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

ARTICLE V. CHANGES IN WORK

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

ARTICLE VI. COUNTY INSURANCE

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

1. Compensation insurance. The County shall maintain during the life of this Agreement Workmen's Compensation Insurance as required by applicable state law.
2. Protection and Indemnity insurance.
3. General liability and excess liability insurance.
4. Pollution insurance.
5. Contingent watercraft liability insurance.

ARTICLE VII. INDEMNIFICATION

To the extent permitted by law, Barnstable County agrees to defend, indemnify, defend and hold harmless the Town of Barnstable from any claims, demands, suits or judgments by third parties which may arise out of the negligent activities of Barnstable County or its employees while performing its obligations under this Agreement. Nothing in the previous sentence shall be construed as a waiver of the limitations on the County's liability under the Massachusetts Tort Claims Act or under other provisions of this Agreement.

To the extent permitted by law, the Town of Barnstable agrees to defend, indemnify, defend and hold harmless Barnstable County from any claims, demands, suits or judgments by third parties which may arise out of the negligent activities of the Town of Barnstable or its employees while performing its obligations under this Agreement. Nothing in the previous sentence shall be construed as a waiver of the limitations on the Town's liability under the Massachusetts Tort Claims Act or under other provisions of this Agreement.

ARTICLE VIII TERMINATION

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

IN WITNESS WHEREOF, the TOWN and the COUNTY execute this Agreement this _____ day of _____, 2015.

BARNSTABLE COUNTY
COMMISSIONERS:

TOWN OF BARNSTABLE:

Mary Pat Flynn



11/23/15
Date

Sheila Lyons

Leo G. Cakounes

Date