

AGENDA PACKET

03/21/18 REGULAR MEETING

AGENDA ITEM 5a

Approval of Minutes: Regular Meeting of March 7, 2018 (NO DOCUMENTS)

AGENDA ITEM 6a

Report from Russell Norton, Extension Educator, Cape Cod Extension, on his travel to the New England Vegetable and Fruit Conference in Manchester, New Hampshire from December 12, 2018 through December 14, 2017



Out of State Travel Report

Report from Russell Norton, Extension Educator of the Cape Cod Extension, on his travel to the New England Vegetable and Fruit Conference in Manchester New Hampshire from December 12 through December 14, 2017

Fill out this report and submit it to the County Administrator (copy the Commissioner's Executive Assistant) within 30 days of completing your travel. Be prepared to speak about the subject at the following Regional Board of Commissioners' meeting.

Name: Russell Norton

Title: Extension Educator

Department: Cape Cod Cooperative Extension

Dates of Trip: 12/12/17 – 12/14/2017

Name of Meeting: New England Vegetable and Fruit Conference

Location: Manchester, NH

**Report Submitted for
Commissioners' Meeting On:** _____

Purpose: [describe the purpose and goals of the trip and about the organization hosting the event]

- **The purpose of the trip is Professional Development. The goal of the trip is to maintain and expand a knowledge of most current agricultural practices. The New England Vegetable & Fruit Conference is organized by a collaboration of farmers, research and extension personnel from Universities and Industry; UConn, UMaine, UMass, UNH, UVM, Cornell University, Conn. Ag. Exp. Station, Maine Organic Farmers and Gardeners (MOFGA), New England Vegetable and Berry Growers' Association and Mass. Fruit Growers' Association.**

Highlights: [describe achievements, meetings attended, or successes or new information, etc.]

- **During the conference I was able to attend 28 different presentations by university researchers and industry leaders on a wide range of topics. The programs attended provided new information on a number of topics from plant nutrition to pest management.**

Outcomes: [describe the goals that were achieved, how they were achieved & the short or long-term impact for Barnstable County].



- **The information gained during this three day conference will help support an already strong background of information that directly impacts growers and farmers we work with on the Cape. This information will be directly relayed to growers and have the potential for direct impact on financial and environmental sustainability. The conference has also led to a number of networking opportunities that may result in research collaboration or conduits of communication that benefit local growers.**

AGENDA ITEM 6b

Report from Kimberly Concra, Nutrition and Food Safety Specialist, Cape Cod Cooperative Extension, on her travel to the Northeast Center for Advancing Food Safety Conference/Annual Meeting in Baltimore Maryland from January 22, 2018 through January 25, 2018



Out of State Travel Report

Fill out this report and submit it to the County Administrator (copy the Commissioner's Executive Assistant) within 30 days of completing your travel. Be prepared to speak about the subject at the following Regional Board of Commissioners' meeting.

Name: Kimberly Concra

Title: Nutrition and food safety specialist

Department: Cooperative Extension

Dates of Trip: 1/22-1/25

Name of Meeting: Northeast Ctr for Advancing Food Safety Conference/Annual Mtg

Location: Baltimore,MD

**Report Submitted for
Commissioners' Meeting On:** _____

Purpose: [describe the purpose and goals of the trip and about the organization hosting the event]

- **This meeting was a meeting of regional food safety educators/trainers to discuss the FSMA(food safety modernization act) Produce Rule and Preventive Controls for Human Food trainings and strategize efficient methods of delivery of these trainings.**

Highlights: [describe achievements, meetings attended, or successes or new information, etc.]

- **Produce growers on a panel discussed both challenges and successes of having done training and implementing of food safety plans and how it expanded market access of their products.**
- **Food processors discussed challenges in food safety traceability systems for multiple products and having to streamline product lines.**
- **Great networking with our Extension colleagues at Cornell, UMass, U Rhode Island and Commonwealth Kitchen in Cambridge(food processor for small businesses).**

Outcomes: [describe the goals that were achieved, how they were achieved & the short or long-term impact for Barnstable County].

- **FSMA will affect more food processors than growers(most likely) in Barnstable County. I can co-teach as a Lead Instructor for the Preventive Controls course with the above colleagues and plan to offer a class in the fall of 2018. I also will bring basic FSMA information to the Community Development Program in Eastham as part of a 'Bringing your food product to business' info session in March. I will keep BC Health and Environment in this loop as well as the Health Agent Coalition.**
- **The NECAFS committee is condensing information gathered from the conference to make recommendations for the training and distribution of the FSMA regs, which are complex for small businesses to grasp if they have not even heard of HACCP, so our focus will be for these small food business owners.**

AGENDA ITEM 6c

Update on Barnstable County response to recent storm activity (NO DOCUMENTS)

AGENDA ITEM 6d

County Reimbursement Policy for Employees and Elected Officials (NO DOCUMENTS)

AGENDA ITEM 6e

County Administrator Goals and Objectives for Fiscal Year 2019 (NO DOCUMENTS)

AGENDA ITEM 8a

Authorizing the renewal of a pre-qualified tradesperson list, for the period of February 15, 2018 through February 14, 2019 with a (1) one-year option for renewal

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

March 5, 2018

MEMORANDUM

TO: County Commissioners
FROM: Elaine Davis, Chief Procurement Officer
RE: Renew Approved Vendor List

January 2017, the Purchasing Division requested qualifications for tradespersons under the Municipal Modernization Act to be placed on an approved bidder's list to be used by towns to request quotes for services estimated to cost between \$10,000 and \$50,000.

The attached list of vendors was approved last year for one year, with two one-year options to renew. Please renew the approval of the vendors on this list for one additional year.

Thank you.

County Commissioners:

Ronald R. Beaty, Jr.

Mary Pat Flynn

Leo Cakounes

Date

| BARNSTABLE COUNTY APPROVED TRADESPERSONS LIST - 10/17 | | | | | |
|---|--------------------------------|------------|----------|---------------------------|------------|
| CATEGORY | VENDOR | LOCATIONS | | | |
| | | Upper Cape | Mid Cape | Lower Cape | Outer Cape |
| Alarms, Fire | Cape Cod Alarm, Inc | Y | Y | Y | Y |
| Alarms, Fire | Galaxy Integrated Technologies | Y | Y | Y | Y |
| Alarms, Fire | Kinsman Electrical | Y | Y | N | N |
| Alarms, Fire | Setronics | Y | Y | Y | Y |
| Alarms, Fire | Signet Electronic Systems | Y | Y | Y | Y |
| Alarms, Security | Cape Cod Alarm | Y | Y | Y | Y |
| Alarms, Security | Galaxy Integrated Technologies | Y | Y | Y | Y |
| Alarms, Security | Ockers, Co | Y | Y | Y | Y |
| Alarms, Security | Securadyne Systems | Y | Y | Y | Y |
| Alarms, Security | Setronics | Y | Y | Y | Y |
| Alarms, Security | Signet Electronic Systems | Y | Y | Y | Y |
| Asphalt & Paving | Lawrence Lynch Corp | Y | Y | Y | Y |
| Asphalt & Paving | Ludlow Memorial Co., Inc | Y | Y | Y | Y |
| Asphalt & Paving | MCE Dirtworks | Y | Y | Y | Y |
| Asphalt & Paving | Mill City Construction | Y | Y | Y | Y |
| Asphalt & Paving | Mom's Construction LLC | Y | Y | Y | Y |
| Asphalt & Paving | New England Spec Inc | Y | Y | Y | Y |
| Asphalt & Paving | Robert B Our | Y | Y | Y | Y |
| Asphalt & Paving | Robert Childs, Inc | | Y | Y | |
| Boiler | Arden Engineering Constructors | Y | Y | Y | Y |
| Boiler | Mill City Construction | Y | Y | Y | Y |
| Boiler | PMG Mechanical Services | Y | Y | Y | Y |
| Electrical | B&B Electric | Y | Y | Y | Y |
| Electrical | Galaxy Integrated Technologies | Y | Y | Y | Y |
| Electrical | Kinsman Electrical | Y | Y | N | N |
| Electrical | KOBO Utility Construction | Y | Y | Y | Y |
| Electrical | Ockers Co. | Y | Y | Y | Y |
| Electrical | Setronics | Y | Y | Y | Y |
| Electrical | Young Electrical Services | Y | Y | N | N |
| General Contractor | Beacon Marine Construction LLC | Y | Y | Y | Y |
| General Contractor | Benn Construction | Y | Y | depends on size and scope | |
| General Contractor | Bortolotti Construction, Inc | Y | Y | Y | N |
| General Contractor | Coastal Custom Builders | Y | Y | Y | Y |
| General Contractor | C White Marine, Inc | Y | Y | N | N |
| General Contractors | Galaxy Integrated Technologies | Y | Y | Y | Y |
| General Contractor | Lawrence Lynch Corp | Y | Y | Y | Y |
| General Contractor | Ludlow Memorial Co, Inc | Y | Y | Y | Y |
| General Contractor | MCE Dirtworks | Y | Y | Y | Y |
| General Contractor | Mill City Construction | Y | Y | Y | Y |
| General Contractor | Morin & Peplin Inc. | Y | Y | Y | N |
| General Contractor | New England Spec Inc | Y | Y | Y | Y |
| General Contractor | Robert Childs, Inc | N | Y | Y | N |
| General Contractor | Robert B Our | Y | Y | Y | Y |
| General Contractor | Setronics | Y | Y | Y | Y |
| General Contractor | Southshore Generator Service | Y | Y | Y | Y |
| Generator/Turbine | FM Generators | Y | Y | Y | Y |

| CATEGORY | VENDOR | LOCATIONS | | | |
|--------------------|------------------------------------|------------|----------|------------|------------|
| | | Upper Cape | Mid Cape | Lower Cape | Outer Cape |
| Generator/Turbine | Southshore Generator Service | Y | Y | Y | Y |
| Generator/Turbine | KOBO Utility Construction | Y | Y | Y | Y |
| HVAC | Advance Air & Heat | Y | Y | Y | Y |
| HVAC | Arden Engineering Constructors | Y | Y | Y | Y |
| HVAC | Cape Cod Mechanical Systems | Y | Y | Y | Y |
| HVAC | Ludlow Memorial Co., Inc | Y | Y | Y | Y |
| HVAC | Mill City Construction | Y | Y | Y | Y |
| HVAC | PMG Mechanical Systems LLC | Y | Y | Y | Y |
| Masonry | Coastal Custom Builders | Y | Y | Y | Y |
| Masonry | Folan Waterproofing & Construction | Y | Y | Y | Y |
| Masonry | Lucido Masonry | Y | Y | Y | Y |
| Masonry | Ludlow Memorial Co. Inc | Y | Y | Y | Y |
| Masonry | Mill City Construction | Y | Y | Y | Y |
| Masonry | P.J. Spillane Company Inc | Y | Y | Y | Y |
| Painting | Bello Painting Co., Inc | Y | Y | Y | Y |
| Painting | Coastal Custom Builders | Y | Y | Y | Y |
| Painting | DC Construction Services | Y | Y | Y | Y |
| Painting | Drizos Contracting, LLC | Y | Y | Y | Y |
| Painting | Gentleman Painting | Y | Y | Y | Y |
| Painting | Ludlow Memorial Co. Inc | Y | Y | Y | Y |
| Painting | Mill City Construction | Y | Y | Y | Y |
| Painting | RJ Forbes | Y | Y | Y | Y |
| Painting | Stewart Painting | Y | Y | Y | Y |
| Plumbing | Arden Engineering Constructors | Y | Y | Y | Y |
| Plumbing | DNL Plumbing & Mechanical | Y | Y | Y | Y |
| Plumbing | Mill City Construction | Y | Y | Y | Y |
| Plumbing | PMG Mechanical Services | Y | Y | Y | Y |
| Plumbing | Robert Irvine & Sons | Y | Y | Y | Y |
| Septic | Bortolotti Construction, Inc | Y | Y | Y | N |
| Septic | Coastal Custom Builders | Y | Y | Y | Y |
| Septic | MCE Dirtworks | N | Y | Y | Y |
| Septic | Robert B Our | Y | Y | Y | Y |
| Septic | Robert Childs, Inc | | Y | Y | |
| Septic | Speakman Excavating | Y | Y | Y | Y |
| Telephone/Intercom | Galaxy Integrated Technologies | Y | Y | Y | Y |
| Telephone/Intercom | Setronics | Y | Y | Y | Y |
| Telephone/Intercom | Signet Electronic Systems | Y | Y | Y | Y |
| Telephone/Intercom | Capewide Telephone | Y | Y | Y | Y |
| Tree Services | Coastal Custom Builders | Y | Y | Y | Y |
| Tree Services | Mill City Construction | Y | Y | Y | Y |
| Tree Services | Northeastern Tree Services | Y | Y | Y | Y |
| Tree Services | The Davey Tree Expert Co | Y | Y | Y | N |

AGENDA ITEM 8b

Authorizing the addition of vendors to a pre-qualified tradesperson list, for the period of February 15, 2018 through February 14, 2019 with a (1) one-year option for renewal

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

March 5, 2018

MEMORANDUM

TO: County Commissioners
FROM: Elaine Davis, Chief Procurement Officer
RE: Approval of Pre-Qualified Vendors

Changes to MA General Law through the Municipal Modernization Act allow for an awarding authority to procure a list of vendors for defined categories of trades work for individual construction projects that are estimated to cost between \$10,000 and \$50,000. Once a list of vendors has been approved, municipalities may use the list to solicit three quotes for each project engagement and award a contract to the responsive, responsible bidder offering the lowest price. Last year, the Purchasing Division developed a list of approximately sixty vendors which was utilized by the county and many of the towns. The Purchasing Division recently re-issued a Request for Qualifications for additional bidders to be added to the list.

Please approve the following list of vendors who have responded with all the necessary information and whose references have been satisfactory, to be added to the current list of approved tradespersons.

| Vendor | Category |
|----------------------------------|--|
| Adams Communications | Telecomm Telephone |
| Glynne Electric | Alarms, Fire & Security Electrical Telephone Telecomm |
| Mechanical Air Controls | HVAC |
| Thomas Mahoney Plumbing Co., LLC | HVAC Plumbing |
| R. Mullen & Associates | Asphalt/Paving Gen/Turbine HVAC Painting |
| Wayne Electric and Alarm | Electrical Telephone Telecomm |

Thank you.

County Commissioners:

Ronald R. Beaty, Jr.

Mary Pat Flynn

Leo Cakounes

Date

AGENDA ITEM 8c

Authorizing the execution of a contract with Murray Paving & Reclamation, Inc., for roadway construction items, for Towns in Barnstable County, for the period of April 1, 2018 through March 31, 2019, with the option to renew for one (1) additional year

AGREEMENT BETWEEN

Barnstable County
3295 Main Street
Barnstable, MA 02630

and

Murray Paving & Reclamation, Inc.
55 Whitney Street
Holliston, MA 01746

THIS AGREEMENT is made this 1 day of MARCH 2018 by and between Murray Paving & Reclamation, Inc. (hereinafter referred to as Contractor), and Mary Pat Flynn, Ronald Beaty and Leo Cakounes as they are the Commissioners of Barnstable County, but without any personal liability.

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

WHEREAS: The County Commissioners issued an Invitation for Bids for Roadway Construction Items for Towns in Barnstable County:

WHEREAS: The bids were bid in compliance with MA General Law Chapter 30, 39M.

WHEREAS: The contractor is the responsive, responsible bidder offering the lowest price as highlighted on the attached spreadsheet

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

1. Employment of Contractor. The Vendor hereby agrees to perform the services hereinafter set forth in the Scope of Services. Contractor hereby agrees to hold the County harmless from any claims regarding worker's compensation benefits, unemployment compensation benefits, retirement benefits, or any other benefit normally attributable to the status of "employee" and Contractor specifically agrees to pay for all damages incurred by the County or Town, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.
2. Scope of Services. The Vendor shall perform the work identified in the scope of services as set forth in Barnstable County's Invitation for Bids dated January 17, 2018 and its proposal dated February 15, 2018, incorporated herein by reference.
3. Time of Performance. The term of the contract is April 1, 2018 through March 31, 2019 with the option to renew for one additional year at the sole discretion of the Towns and the County.
4. Payment. The Towns shall compensate the vendor for services provided under the Scope of Services, at the rates and amounts detailed in the vendors Price Proposal dated February 15, 2018 and as highlighted on the spreadsheet attached to this contract as Attachment A.
5. Termination or Suspension of Contract for Cause. If through any sufficient cause, the Customer or the Towns 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 or Towns. The County or Towns shall have the right to discontinue the work of the Contractor and cancel this contract by written notice to the Contractor of

such termination and specifying the effective date of such termination. In the event of such termination or suspension of this Contract, the Contractor shall be entitled to just and equitable compensation for satisfactory work completed, for services performed and for reimbursable expenses necessarily incurred in the performance of this Contract up to and including the date of termination or suspension.

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

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

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

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

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

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

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

designees, shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records and other compilations of data of the Contractor which pertain to the provisions and requirements of this Contract. Such access shall include on-site audits, review and copying of records.

14. Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Contract which the Towns requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County or Towns.

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

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

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

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

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

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

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

to the fullest extent permitted by law.

22. Waiver of Liability. The Contractor and the County hereby covenant and agree to waive any and all claims against Barnstable County and release Barnstable County from any liability arising out of the work identified in the scope of services as set forth in Barnstable County's Invitation for Bids dated January 3, 2018.

IN WITNESS WHEREOF, the County and Contractor have executed this Agreement this _____ day of _____ in the year Two Thousand and Eighteen.

FOR THE COUNTY:

BARNSTABLE COUNTY COMMISSIONERS:

Leo Cakounes

Mary Pat Flynn

Ron Beaty

Date

FOR THE CONTRACTOR:

MURPHY PAVING & RECLAMATION INC

3/1/18 

Date

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

February 22, 2018

MEMORANDUM

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

Barnstable County issued an Invitation for Bids on for Roadway Construction Items for Towns in Barnstable County for the period of April 1, 2018 through March 31, 2019, with the option to renew for one additional year. Please vote to award the contracts to the responsive, responsible bidders offering the most advantageous prices for each product as shown on the attached spreadsheet:

P.J. Keating Company
MCE Dirtworks, Inc.
Lawrence-Lynch, Inc.
Robert Childs, Inc
Murray Paving and Reclamation
Rafferty Fine Grading, Inc.
Garrity Asphalt Reclaiming, Inc.
Sealcoating, Inc
All States Asphalt, Inc
Pavement Maintenance Systems, Inc
Felix A. Marino, Inc

The Town of Sandwich is rejecting the low bid from Rafferty due to documented poor performance in the past, and is accepting the second low bid for Item #7.

Thank you.

County Commissioners:

Ronald R. Beaty, Jr.



Mary Pat Flynn



Leo Cakounes

Date

02/28/18

AGENDA ITEM 8d

Authorizing the execution of a contract with Rafferty Fine Grading, Inc., for roadway construction items, for Towns in Barnstable County, for the period of April 1, 2018 through March 31, 2019, with the option to renew for one (1) additional year

AGREEMENT BETWEEN

Barnstable County
3295 Main Street
Barnstable, MA 02630

and

Rafferty Fine Grading, Inc.
57 South Road
Enfield, CT 06082

THIS AGREEMENT is made this _____ day of _____ 2018 by and between Rafferty Fine Grading, Inc. (hereinafter referred to as Contractor), and Mary Pat Flynn, Ronald Beaty and Leo Cakounes as they are the Commissioners of Barnstable County, but without any personal liability.

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

WHEREAS: The County Commissioners issued an Invitation for Bids for Roadway Construction Items for Towns in Barnstable County:

WHEREAS: The bids were bid in compliance with MA General Law Chapter 30, 39M.

WHEREAS: The contractor is the responsive, responsible bidder offering the lowest price as highlighted on the attached spreadsheet

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

1. Employment of Contractor. The Vendor hereby agrees to perform the services hereinafter set forth in the Scope of Services. Contractor hereby agrees to hold the County harmless from any claims regarding worker's compensation benefits, unemployment compensation benefits, retirement benefits, or any other benefit normally attributable to the status of "employee" and Contractor specifically agrees to pay for all damages incurred by the County or Town, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.
2. Scope of Services. The Vendor shall perform the work identified in the scope of services as set forth in Barnstable County's Invitation for Bids dated January 17, 2018 and its proposal dated February 15, 2018, incorporated herein by reference.
3. Time of Performance. The term of the contract is April 1, 2018 through March 31, 2019 with the option to renew for one additional year at the sole discretion of the Towns and the County.
4. Payment. The Towns shall compensate the vendor for services provided under the Scope of Services, at the rates and amounts detailed in the vendors Price Proposal dated February 15, 2018 and as highlighted on the spreadsheet attached to this contract as Attachment A.
5. Termination or Suspension of Contract for Cause. If through any sufficient cause, the Customer or the Towns 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 or Towns. The County or Towns shall have the right to discontinue the work of the Contractor and cancel this contract by written notice to the Contractor of such termination and specifying the effective date of such termination. In the event of such termination or suspension of this Contract, the Contractor shall be entitled to just and equitable

compensation for satisfactory work completed, for services performed and for reimbursable expenses necessarily incurred in the performance of this Contract up to and including the date of termination or suspension.

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

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

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

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

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

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

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

Contractor which pertain to the provisions and requirements of this Contract. Such access shall include on-site audits, review and copying of records.

14. Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Contract which the Towns requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County or Towns.

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

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

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

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

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

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

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

22. Waiver of Liability. The Contractor and the County hereby covenant and agree to waive any and all claims against Barnstable County and release Barnstable County from any liability arising out of the work identified in the scope of services as set forth in Barnstable County's Invitation for Bids dated January 3, 2018.

IN WITNESS WHEREOF, the County and Contractor have executed this Agreement this _____ day of _____ in the year Two Thousand and Eighteen.

FOR THE COUNTY:

BARNSTABLE COUNTY COMMISSIONERS:

Leo Cakounes

Mary Pat Flynn

Ron Beaty

Date

FOR THE CONTRACTOR:



Rhonda L. Rafferty
03/01/2018

Date

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

February 22, 2018

MEMORANDUM

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

Barnstable County issued an Invitation for Bids on for Roadway Construction Items for Towns in Barnstable County for the period of April 1, 2018 through March 31, 2019, with the option to renew for one additional year. Please vote to award the contracts to the responsive, responsible bidders offering the most advantageous prices for each product as shown on the attached spreadsheet:

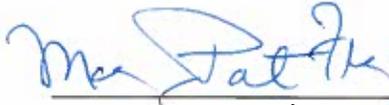
P.J. Keating Company
MCE Dirtworks, Inc.
Lawrence-Lynch, Inc.
Robert Childs, Inc
Murray Paving and Reclamation
Rafferty Fine Grading, Inc.
Garrity Asphalt Reclaiming, Inc.
Sealcoating, Inc
All States Asphalt, Inc
Pavement Maintenance Systems, Inc
Felix A. Marino, Inc

The Town of Sandwich is rejecting the low bid from Rafferty due to documented poor performance in the past, and is accepting the second low bid for Item #7.

Thank you.

County Commissioners:

Ronald R. Beaty, Jr.



Mary Pat Flynn



Leo Cakounes

Date

02/28/18

AGENDA ITEM 8e

Authorizing the execution of a memorandum of agreement, acting by and through the Cape Cod Commission, with the Town of Barnstable, in the amount of \$334,020.00 for a period from execution through June 30, 2019, to utilize transportation mitigation funds to support roadway and pedestrian improvements in the town at various locations

Memorandum of Agreement
Between

Barnstable County through
Cape Cod Commission
3225 Main Street
Barnstable, MA 02630

and

Town Manager of behalf of
Town of Barnstable
367 Main Street
Hyannis, MA 02601

This Memorandum of Agreement (Agreement) is entered into this _____ day of _____ 2018 by and between Barnstable County, acting by and through the Cape Cod Commission (hereafter referred to as the "Commission") and the Town of Barnstable (hereafter referred to as the "Town.")

WHEREAS, the Commission has received mitigation funds as a result of its Development of Regional Impact review process, and

WHEREAS, the funds are required to be used by the Town of Barnstable to support planning, design and implementation of transportation improvements in the town, and

WHEREAS, the Town is interested in utilizing the mitigation funds for this purpose.

NOW THEREFORE, the Town enters into this Memorandum of Agreement with the Commission.

1. RESPONSIBILITIES OF THE TOWN

- A) The Town agrees to use these mitigation funds for expenses related to several roadway and pedestrian improvement projects in the Town as outlined in its request dated February 16, 2018, incorporated herein as Attachment A. The Town will submit written requests for payment as work is completed and will include copies of all vendor invoices, as appropriate.
- B) The Town shall maintain books, records, and other compilations of data pertaining to this work and/or services performed, and the funds received and paid out under this Agreement to the extent and in such detail as shall properly substantiate claims for payment under the Agreement. All such records shall be kept for a period of six (6) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Agreement. 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.
- C) The Town shall maintain financial records of the application and expenditure of the funds received hereunder in at least as much detail as may be contemporaneously required to comply with the financial reporting and record keeping requirements mandated by the Bureau of Accounts of the Department of Revenue, or any successor thereto, with respect to the Town's ordinary custody and expenditure of funds.

2. RESPONSIBILITIES OF THE COMMISSION

The Commission agrees to provide the Town with mitigation funds in an amount not to exceed \$334,020 for expenses incurred in connection with this Agreement. The Commission will reimburse the Town as invoices are submitted as described in 1A above.

3. DURATION

A) This Memorandum of Agreement shall be effective until June 30, 2019 unless an extension in time is agreed to in writing by both parties.

B) Either the Town or the Commission may terminate this Agreement by written notice to the other party, if the other party substantially fails to fulfill its obligations hereunder through no fault of the terminating party, or if the other party violates or breaches any of the provisions of this Agreement. Such notice shall be delivered by certified mail at least thirty (30) days before such effective date. In the event of such termination or suspension of this Agreement, the Commission 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 Agreement up to and including the date of receipt of notice of termination or suspension.

4. AMENDMENT

This Agreement may be amended as mutually agreed by both parties in writing.

5. SIGNATORY AUTHORIZATION

The respective signatories hereto represent and warrant that they are duly authorized to execute this Agreement on behalf of the public entity on whose behalf they have signed this Agreement, and that all substantive and procedural preconditions to their effective execution of this Agreement on behalf of said public entities have been satisfied.

6. INTEGRATED INSTRUMENT

This Agreement shall take effect as an integrated instrument.

IN WITNESS WHEREOF, the TOWN and the COMMISSION execute this Agreement this day of
in the year two thousand eighteen.

BARNSTABLE COUNTY COMMISSIONERS

Leo Cakounes, Chairman

Ronald Beaty, Vice-Chairman

Mary Pat Flynn, Commissioner

Date

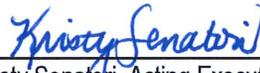
TOWN OF BARNSTABLE



Mark Ellis, Town Manager

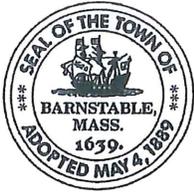
3-2-2018
Date

CAPE COD COMMISSION



Kristy Senatori, Acting Executive Director

3/7/18
Date



The Town of Barnstable

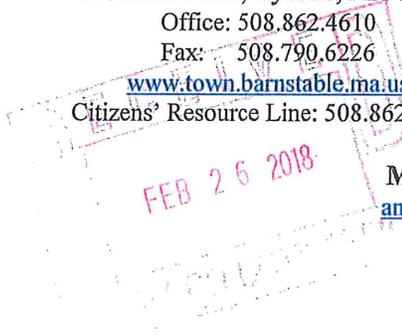
Office of Town Manager

367 Main Street, Hyannis, MA 02601
Office: 508.862.4610
Fax: 508.790.6226
www.town.barnstable.ma.us
Citizens' Resource Line: 508.862.4925



Mark S. Ells, Town Manager
mark.ells@town.barnstable.ma.us

M. Andrew Clyburn, Assistant Town Manager
andy.clyburn@town.barnstable.ma.us



February 16, 2018

Kristi Senatori, Acting Executive Director
Cape Cod Commission
3225 Main Street
Barnstable, MA 02630

Dear Ms. Senatori:

We would like to request that \$279,178 (Atlantis), \$ 41,067 (Cape Cod Hospital Addition), and \$13,775 (BJ's Addition) in DRI Mitigation funds be transferred to the Town of Barnstable in support of roadway and pedestrian improvements. These funds will be used to pay for the design of intersection improvements to Phinney's Lane and Kidd's Hill Road and Wilkens Lane and Attucks Lane; sewer and water infrastructure on Merchant's Way and Industrial Boulevard; pedestrian improvements on Independence Drive and Attucks Lane; and a pedestrian crossing on Mary Dunn Road from the proposed Cape Cod Rail Trail Phase III. Construction of the improvements is supported by a MassWorks Infrastructure Grant. The DRI Funds will provide the required match for this project. Thank you for consideration of this request.

Sincerely,

Mark S. Ells, Town Manager

AGENDA ITEM 8f

Authorizing the Execution of Certificates for Dissolving Septic Betterments (NO DOCUMENTS)