

AGENDA PACKET
06/12/19 REGULAR MEETING

AGENDA ITEM 5a

Approval of Minutes: Regular Meeting of June 12, 2019

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

At a regular meeting of the Barnstable County Board of Regional Commissioners, held in Commissioners' Conference Room, in the Superior Courthouse, on the fifth day of June, A.D. 2019

Board Regional Commissioners:

Ronald R. Beaty Present

Ronald Bergstrom Present

Mary Pat Flynn Present

Staff Present:

Jack Yunits County Administrator

Steve Tebo Assistant County Administrator

Owen Fletcher Executive Assistant, Administration

Ian Roberts Technical Support Specialist, Information Technology

1. Call to Order

Chairman Bergstrom called the meeting to order at 10:00 A.M.

2. Pledge of Allegiance

3. Moment of Silence

4. Public Comment

No members of the public offered comment.

5. Approval of Minutes

a. Regular Meeting of May 29, 2019

Motion by Commissioner Beaty to approve the minutes of the Board of Regional Commissioners' Regular Meeting of May 29, 2019__ as presented, 2nd by Commissioner Flynn, approved 3-0-0

6. General Business**a. Discussion on a proposed ordinance regarding the AmeriCorps Advisory Board**

Motion by Commissioner Beaty to authorize the introduction of Proposed Ordinance 19-__ (to be numbered), Establishing the Barnstable County AmeriCorps Advisory Board, at the next meeting of the County Assembly of Delegates, pursuant to Section 2 – 8(e) of the Barnstable County Home Rule Charter

Mr. Platt explained the history of the body to the Board. He explained that the Board of Regional Commissioners created the advisory board in 1999 but did not do so by ordinance. Mr. Platt detailed that it was created without an ordinance, and that creating one would help to secure quorums for its meetings, as well as the appointing of alternates. Commissioner Beaty noted that County Counsel reviewed the draft ordinance.

7. New Business – Other business not reasonably anticipated by the Chair

There was no new business at this meeting.

8. Commissioners' Actions**a. Authorizing the filling of a vacancy for Chief Procurement Officer, vacated due to early retirement, as recommended by the County Administrator**

Mr. Yunits explained that the County needed to replace the previous procurement officer. The County attempted to fill the position with a Purchasing Agent, supervised by Mr. Tebo as Chief Procurement Officer. Mr. Yunits also explained that the County did not find

b. Authorizing the approval of a grounds request by Gosnold of Cape Cod for usage of County Grounds for the David Lewis 5K race on September 28, 2019 in honor of National Recovery Month**c. Authorizing the award of a contract Ellicott Dredges for the supply and delivery of a new dredge**

- d. Authorizing the discharge of a mortgage by Cindie R. Carney, to Barnstable County, acting by and through the Cape Cod Commission, dated November 12, 2009 recorded with the Barnstable Registry of Deeds Book 24158 Page 334**
- e. Authorizing the discharge of a mortgage by Wayne T. Cline and Marissa J. Cline, to Barnstable County, acting by and through the Cape Cod Commission, dated January 11, 2010 recorded with the Barnstable Land Court Registry as Document # 1,133,093**
- f. Authorizing the execution of Certificates for Dissolving Septic Betterments**

Motion by Commissioner Beaty to approve Items 8a through 8f as listed on the Agenda for the Barnstable County Board of Regional Commissioners' Regular Meeting of June 5, 2019 as presented, 2nd by Commissioner Flynn, approved 3-0-0

9. Commissioners' Reports

Chairman Bergstrom spoke regarding his attendance, and that of Mr. Yunits at a forum given by Karyn Polito, the Commonwealth's Lieutenant Governor on Economic Development. He also reported on his attendance at a meeting with the Executive Office of Housing and Economic Development, Secretary Mike Kennealy, on dredging and Cape Cod Harbors.

10. County Administrator and Staff Reports

Mr. Yunits gave a report on the Public Forum on the Barnstable County Fire Rescue Training Academy clean-up. He detailed the County's process in a possible moving of the base. He also spoke regarding the County's ending of free power at electric charging stations. Finally the Board discussed the process of generating revenue through solar panels. This process would also permit the County to contribute to alternative energy sources.

11. Adjournment

Barnstable, ss. at 10:25 A.M. on this fifth day of June A.D. 2019, Commissioner Beaty made a motion to adjourn, 2nd by Commissioner Flynn, approved 3-0-0

List of Documents:

- Draft minutes of the Board of Regional Commissioners' Regular Meeting of June 5, 2019
- Proposed Ordinance 19-__ (to be numbered), Establishing the Barnstable County AmeriCorps Advisory Board
- Memorandum dated June 3, 2019 to the County Commissioners from Justyna Marczak, Human Resources Director, regarding the Chief Procurement Officer Vacancy
- Memorandum dated June 4, 2019 to the Board of Regional County Commissioners from Owen Fletcher, Executive Assistant, regarding a Grounds Request from Gosnold of Cape Cod
- Memorandum dated June 4, 2019 to the County Commissioners from Steve Tebo, Chief Procurement Officer, regarding a Notice of Bid Award for the Supply and Delivery of Diesel Powered, 14' Cutter Suction Hydraulic Dredge
- Discharge of a mortgage by Cindie R. Carney, to Barnstable County, acting by and through the Cape Cod Commission, dated November 12, 2009 recorded with the Barnstable Registry of Deeds Book 24158 Page 334
- Discharge of a mortgage by Wayne T. Cline and Marissa J. Cline, to Barnstable County, acting by and through the Cape Cod Commission, dated January 11, 2010 recorded with the Barnstable Land Court Registry as Document # 1,133,093
- Memorandum dated June 4, 2019 to the County Commissioners from the Community Septic Management Loan Program, regarding Certificates for Dissolving Septic Betterments

Approved, Board of Regional Commissioners:

Ronald Bergstrom, Chair

Mary Pat Flynn, Vice-Chair

Ronald R. Beaty, Commissioner

Date

The foregoing records have been read and approved, June , 2019.

A true copy, attest:

Janice O'Connell, Regional Clerk

AGENDA ITEM 6a

Review and update regarding the current Cape Cod License Plate marketing mechanism and process, including the County's contract with the Cape Cod Chamber of Commerce

AGREEMENT
BETWEEN

Barnstable County through
Cape Cod Economic Development Council
3225 Main Street
Barnstable, MA 02630

and

Cape Cod Chamber of Commerce
5 Patti Page Way
Centerville, MA 02632

THIS AGREEMENT, made this 9th day of November 2016 by and between the Cape Cod Chamber of Commerce (hereinafter referred to as Contractor), and Mary Pat Flynn, Sheila Lyons and Leo Cakounes as they are the Commissioners of Barnstable County, acting by and through the Cape Cod Economic Development Council (hereinafter referred to as the Counsel) but without any personal liability.

WITNESSETH THAT:

WHEREAS, the Council is the advisory board to the Barnstable County Commissioners for decisions regarding revenue and expenditures of funds from the sale of the Cape & Islands License Plate, and

WHEREAS, the Council requires assistance in the development and execution of a marketing strategy to promote sales of this license plate and

WHEREAS, the Contractor has been selected through a competitive procurement process to perform this assistance,

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

1. Employment of Contractor. The Council 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 Council 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 Council, 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 Request for Proposals dated June 27, 2016 and its proposal dated June 28, 2016, incorporated herein by reference.
3. Time of Performance. Work in connection with the Agreement shall begin effective July 1, 2016 for the 2017 fiscal year marketing campaign and continue until June 30, 2019, with two additional options to renew for three years each.
4. Payment. Subject to annual funding availability, the Council shall compensate the Contractor for services provided under Section 2, Scope of Services, at the rates and amounts detailed in the Proposer's Price Proposal dated June 28, 2016, incorporated herein by reference. An annual marketing campaign budget will be determined by the license plate fund recipients and established at the beginning of each fiscal year. Travel and other expenses authorized shall be within the total agreement limiting fee. Upon acceptance of the Contractor's invoice, payment will be made within thirty (30) days. If an invoice is not accepted by the Council 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 Council no later than July 31st.

5. Termination or Suspension of Contract for Cause. If through any sufficient cause, the Contractor or the Council shall fail to fulfill or perform its duties and obligations under this Agreement, or if either party shall violate or breach any of the provisions of this Agreement, either party shall thereupon have the right to terminate or suspend this Agreement, 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 Council. The Council shall have the right to discontinue the work of the Contractor and cancel this agreement 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 Agreement, 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 Agreement up to and including the date of termination or suspension.

7. Changes. The Council 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 Council and the Contractor, shall be incorporated in written amendments to this Agreement.

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 151B§(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 Agreement 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 Council. No subcontract or delegation shall relieve or discharge the Contractor from any obligation or liability under this Agreement except as specifically set forth in the instrument of approval. If this Agreement 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 Agreement. The Council shall have the right to obtain a copy of the subcontract upon request.

10. Interest of Members of Council and Others. No officer, member or employee of the Council, IT, 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 Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested or has any personal or pecuniary interest, direct or indirect, in this Agreement 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 Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Council thereto; provided, however that claims for money due or to become due the Contractor from the Council under this Agreement 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 Council.

13. Recordkeeping, Audit, and Inspection of Records. The Contractor shall maintain books, records, and other compilations of data pertaining to the requirements of the 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 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 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. If this agreement is funded in whole or in part with state or federal funds, the state or federal grantor agency, the Council 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 Agreement. 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 Agreement which the Council 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 Council.

15. Publication, Reproduction and Use of Material. No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The Council 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 Agreement.

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 Agreement, 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 Agreement 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 Agreement, in which the Council 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.

19. Force Majeure. Neither party shall be liable to the other nor be deemed to be in breach of this Agreement 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. 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 Agreement 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 Council 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 requirements outlined in the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200 Subpart A-F.)

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 Agreement. If any provision of this Agreement 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 Agreement shall be enforced to the fullest extent permitted by law.

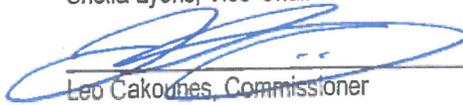
IN WITNESS WHEREOF, the Council and Contractor have executed this Agreement this 9th day of November in the year two thousand and sixteen.

BARNSTABLE COUNTY COMMISSIONERS:



Mary Pat Flynn, Chair

Sheila Lyons, Vice-Chair



Leo Cakournes, Commissioner

11/9/16

Date

FOR THE COUNCIL:



Felicia Penn, Chair

10/31/16

Date

FOR THE CONTRACTOR:



Wendy Northcross, CEO

8-25-16

Date

AGENDA ITEM 8a

Authorizing the re-appointment of Laura Shufelt to the Barnstable County HOME Consortium Advisory Council, representing the Town of Barnstable, for a term through January 31, 2022



BARNSTABLE COUNTY
DEPARTMENT OF HUMAN SERVICES
3195 Main Street, Post Office Box 427
Barnstable, Massachusetts 02630
Office: 508-375-6628 | Fax: 508-362-0290
www.bchumanservices.net

BARNSTABLE COUNTY HOME PROGRAM

APPOINTMENT MEMORANDUM

To: Barnstable County Commissioners
From: Renie Hamman, HOME Program Manager *RH*
RE: HOME Consortium Advisory Council
Date: June 5, 2019

The Town Manager of the Town of Barnstable has submitted Laura Shufelt to be re-appointed as the Town of Barnstable's Representative to the Barnstable County HOME Consortium Advisory Council. This appointment will through January 31, 2022 (Town Manager appointment letter attached).

I recommend that you support the Town's nominee and appoint Laura Shufelt for the term to run through January 31, 2022.

Thank you.

Ronald Bergstrom, Commissioner

Mary Pat Flynn, Commissioner

Ronald R. Beaty, Commissioner

Creating a Healthy Connected Cape Cod

The Mission of the Department of Human Services is to plan, develop, and implement programs which enhance the overall delivery of human services in Barnstable County and promote the health and social well-being of County residents through regional efforts that improve coordination of services.

AGENDA ITEM 8b

Authorizing the approval of a grounds request from Harbor to the Bay Inc. to use the County Complex Parking Lot on September 14, 2019 in conjunction with the 16th Annual Harbor to the Bay Aids Benefit Bike Ride



BARNSTABLE COUNTY

OFFICE OF COUNTY ADMINISTRATOR
SUPERIOR COURTHOUSE
3195 MAIN STREET
P.O. BOX 427
BARNSTABLE, MASSACHUSETTS 02630

Jack T. Yunits, Jr.
County Administrator
Cell: (508) 510-1127
Office: (508) 375-6771
Fax: (508) 362-4136
jack.yunits@barnstablecounty.org

MEMORANDUM

DATE: June 12, 2019
TO: Board of Regional Commissioners
FROM: Owen Fletcher, Executive Assistant
SUBJECT: Grounds Request from Gosnold of Cape Cod

Please authorize the approval of a grounds request from Harbor to the Bay Inc. to use the County Complex Parking Lot on September 14, 2019 in conjunction with the 17th Annual Harbor to the Bay Aids Benefit Bike Ride, subject to the County Use Policy, including yet not limited to, proof of insurance, post event clean-up, and any other provisions set forth by the Facilities Director.

Approved:

Ronald Bergstrom, Chair

Mary Pat Flynn, Vice-Chair

Ronald R. Beaty, Commissioner

Date

AGENDA ITEM 8c

Authorizing the execution of a contract with Ellicott Dredges for the supply and delivery of a new dredge

AGREEMENT BETWEEN

Barnstable County
3295 Main Street
Barnstable, MA 02630

and

Ellicott Dredges, LLC
1611 Bush Street
Baltimore, MD 21230

THIS AGREEMENT is made this _____ day of June 2019 by and between Ellicott Dredges, LLC (hereinafter referred to as Contractor), and Ronald Bergstrom, Ronald R. Beaty 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: The County Commissioners issued an Invitation for Bids for the Supply and Delivery of a new, conventional, diesel powered, 14" cutter suction dredge in very good condition.

WHEREAS: The bids were bid in compliance with MA General Law Chapter 30B.

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

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

1. Employment of Contractor. The Vendor hereby agrees to perform the services hereinafter set forth in the Scope of Services. Contractor hereby agrees to hold the County harmless from any claims regarding worker's compensation benefits, unemployment compensation benefits, retirement benefits, or any other benefit normally attributable to the status of "employee" and Contractor specifically agrees to pay for all damages incurred by the County or Town, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.

2. Scope of Services. The Vendor shall provide the services outlined in the Scope of Services hereby attached as Attachment A.

3. Time of Performance. Work is to be completed within 60 days of the execution of the contract, unless an extension of time is agreed to in writing.

4. Payment. \$1,240,570.00 to be paid as follows:

- 20% of cost as down payment upon execution of the contract (\$24B,114.00)
- 30% proof of hull completion and dredge pump assembly and main engine on site (\$372,171.00)
- 30% at Factory acceptance test witnessed by County personnel (\$372,171.00)
- 20% upon final inspection, final testing, completion of training and launch of vessel (\$24B,114.00)

5. Termination or Suspension of Contract for Cause. If through any sufficient cause, the Customer or the County shall fail to fulfill or perform its duties and obligations under this Contract, or if either party shall violate or breach any of the provisions of this Contract, either party shall thereupon have the right to terminate or suspend this Contract, by giving written notice to the other party of such termination or suspension and specifying the effective date thereof. Such notice shall be given at least fifteen (15) calendar days before such effective date.

6. Termination for Convenience of County. The County shall have the right to discontinue the work of the Contractor and cancel this contract by written notice to the Contractor of such termination and specifying the effective date of such termination. In the event of such termination or

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

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

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

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

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

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

12. Assignability. The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the 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 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 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".

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

IN WITNESS WHEREOF, the County and Contractor have executed this Agreement this _____ Day of June in the year two thousand and nineteen.

FOR THE COUNTY:

BOARD OF COMMISSIONERS

Ronald Bergstrom

Ronald R. Beaty

Mary Pat Flynn

Date

FOR THE CONTRACTOR

Date

II. PURCHASE DESCRIPTION/SCOPE OF SERVICES:

The County of Barnstable is looking to purchase a diesel powered, 14” cutter suction hydraulic dredge. The dredge should be easily dismantled and able to haul over the road on trucks and re-assembled. The cutter head, swing winches, and spud lift rams will be hydraulically operated. The operator lever room will be weather tight with one door, windows on four sides, a heater and a production meter. The primary engine located in a lockable enclosure with removable service panels, ventilation provisions and sound installation to minimize external noise.

General Specifications:

1. Length - overall - feet (meters)	81'-6”	(24.62)
2. Width - overall - feet (meters)	20'-7/8”	(6.12)
3. Height - overall - feet (meters) (Spuds installed and elevated)	43'-6”	(13.26)
4. Height - overall - feet (meters) (Spuds, spud hoists, muffler, removed)	11'-4”	(3.45)
5. Estimated Dry Weight - approximate, (With spuds) - U.S. Tons (Kg)	69’	(62)
6. Draft - maximum - feet (meters) (With spuds installed and elevated)	3'-4”	(1.01)
7. Minimum digging depth - feet (meters)	4'-0”	(1.22)
8. Maximum digging depth - feet (meters) (@ 60 degrees)	33'-0”	(10.0)
9. Channel width @ 80° total swing angle @ minimum digging depth - feet (meters)	97'-0”	(29.56)
10. Channel width @ 80° total swing angle @ maximum digging depth - feet (meters)	72'-0”	(21.94)
11. Fuel capacity - gallons (m3)	2700	(10.4)

Dredge Pump Specifications

1. Suction side of pump 14 inch diameter.
2. Discharge side 14 inch diameter.
3. Replaceable wear parts pump case, impellor and front and back wear liners with 500 BHN minimum.
4. Service water pump (60 GPM) with 10psi >pump pressure for main pump flushing gland assembly.

Diesel Engine

1. Marine Diesel min. 715HP box cooled with mechanical multi-plate disconnect clutch and residential muffler.
2. Rated 800 SHP (596 kw) continuous at 1800 R.P.M.
3. 24 volt D.C. electric starting with 60 amp alternator and 220 amp-hour batteries.
4. Throttle control operable from lever room.
5. Remote oil pressure and jacket water temperature gauges and tachometer with hour meter in lever room.

Swing Winches

1. Two (2) reversible independent hydraulically driven swing winches - 10,500 pounds (4763 Kg) line pull @ 75 feet (22.8 meters) per minute.
2. 5/8" (16 mm) diameter rope
3. Totally enclosed planetary gearing with anti-friction bearings.
4. Gear type hydraulic motor.
5. Dynamic hydraulic braking for normal swinging for reduced maintenance.

6. Totally enclosed automatic mooring brake - friction type.
7. Single lever control for each winch in lever room.
8. Reinforced hull for winch support.

Ladder Hoist

1. Double acting hydraulic cylinder with single lever control or an independent winch operated system with single lever control to raise, lower and hold in neutral positions.

Spud Hoist

1. Two independent hydraulic cylinders operated from lever room to lift spuds when rams are extended using a wire rope sling.

Hydraulic System

1. Hydraulic gear pump with flexible couple to the front of the engine.
2. Individual circuits for the cutter head motor, ladder hoist, swing winches and spud hoist. Each functions operated by single lever from lever room.
3. Pump protected by 75 mesh suction strainer with magnets and a return line 10 micron filter.
4. All circuits to be protected with relief valves.
5. Forward, neutral and reverse on all functions. Speed control provided for swing winches and cutter head.

Dredge Piping

1. Piping on suction side of pump will be 14" I.D. throughout ladder, flex hose and hull piping.
2. Rock box cleanout provided on suction side of pump.
3. Discharge pipe 14" x 3/8" wall minimum abrasion resistant pipe.
4. 14" Flapper valve to be inline on deck discharge pipe.
5. Main pump priming evacuator powered by water.
6. Sea chest with removable strainer.

Spuds

1. Two, tubular steel 16" diameter with 0.375" minimum wall thickness.
2. Spud length 35, to 51' depending on digging depth capability of dredge.
3. Steel point on bottom and cap with lifting pad eye on top.
4. Cross tubes for pinning spuds with two pins.
5. Spud gates that allow easy spud removal.
6. Two spud collars

Dredge Ladder

1. Heavy duty dredging ladder fabricated from structural steel with suction pipe mounted internally to eliminate dragging at shallow digging depths. All structural components shall have a minimum length of 8 feet (2.44 m) without weld joints where applicable.
2. Approximately 38 feet (11.58 m) long from centerline of trunnion pin to end of cutter.
3. 33'-0" (10 m) dredging depth @ 60 degree inclination.
4. Heavy duty trunnions with removable grease lubricated pins mounted in hull ladder well.
5. Steel stowage pins for securing ladder for towing and maintenance..
6. Submerged piston type hydraulic cutter motor and planetary reducer with direct spline connection to cutter shaft.
7. 100 H.P. (74.6 Kw) cutter motor at 36 R.P.M. cutter speed.
8. 41.0 inch (1041 mm) diameter - 6 blade cutter - cast steel plain edge blades with keyed and tapered shaft connection.

9. Alloy steel cutter shaft with anti-friction bearings and watertight seal - spline connected to reducer. Oil filled housing with positive internal pressure.
10. Grease lubricated swing sheave blocks for 5/8 inch (16 mm) diameter rope.

Delivery

Preparation for trucking dredge components, loading out the dredge equipment components and shipping to Massachusetts are be included in the bid price. This includes the main hull with side tanks, ladder assembly, spuds and extra parts that make the dredge operational.

Dredge components will be shipped to:

Fairhaven Shipyard,
32 Water Street,
Fairhaven, MA.02719
Phone 508-999-6266

Barnstable County reserves the right to have the Dredge Director, or his authorized representative inspect a vessel prior to acceptance of a bid to ensure the vessel meets the specifications and is in very good working condition.

It is solely the bidders responsibility, if so requested, to provide documentation and product demonstration to the Dredge Director or other experts for equipment, systems or components the bidder claims, assumes or considers equal to or better than equipment, systems or components specified herein. This demonstration and proof must occur within 5 days of notification from Barnstable County to the bidder that proof of claim of equivalency is sought.

Delivery

Bidders are required to provide delivery within 60 days of receipt of order, unless an extension has been mutually agreed to by Barnstable County and the bidder.

All bids are to be FOB destination. The term FOB destination shall mean delivered on site at contractor risk, with all charged for transportation, insurance, personnel, loading and unloading prepaid by the contractor. Delivery must be made to the addresses listed above. The winning bidder is required to be responsible for the equipment until it is accepted at the locations listed above and approved by the Dredge Director. Any loss or damage incurred up until delivery and acceptance by Dredge Director shall be the sole liability/responsibility of the winning bidder.