REGULAR MEETING AGENDA

DATE: 10:00 A.M

TIME: October 2, 2019

PLACE: Commissioners’ Conference Room
       Superior Courthouse
       3195 Main Street
       Barnstable, MA 02630

1. Call to Order

2. Pledge of Allegiance

3. Moment of Silence

4. Public Comment

5. Approval of Minutes
   a. Regular Meeting of September 25, 2019

6. General Business
   a. Audit Update and Overall Operations Review
   b. Preliminary Discussion of the Board of Regional Commissioners’ Budget Memo for Fiscal Year 2021
   c. Update on the County Dredge Program

Note: For all items under General Business, the Board may take official action including votes

7. New Business – Other business not reasonably anticipated by the Chair
8. Commissioners’ Actions

a. Authorizing the advertisement for two part-time Chemist I Positions for the Barnstable County Laboratory as recommended by the County Review Committee

b. Authorizing the award of a contract to Marina Inland Fabricators for the supply and delivery of a towable, diesel powered push boat to be used by the County Dredge Program, for $207,788.00

c. Authorizing execution of a contract with ISCO Industries to supply, deliver and assemble new high-density polyethylene pipe (HDPE) to be used for discharge of hydraulically dredged material

d. Authorizing the execution of Certificates for Dissolving Septic Betterments

9. Commissioners’ Reports

10. County Administrator and Staff Reports

11. Adjournment
Agenda Item 5a:
  - No documents

Agenda Item 6a
  - No documents

Agenda Item 6b
  - No documents

Agenda Item 6c
  - No documents

Agenda Item 8a
  - Memorandum to Justyna Marczak, Human Resources Director, from Sean O’Brien, Director, Health and Environment, dated September 27, 2019 regarding “Permission to Advertise for the Part-Time Chemist Positions”

Agenda Item 8b:
  - Memorandum to Justyna Marczak, Human Resources Director, from Sean O’Brien, Director, Health and Environment, dated September 27, 2019 regarding “Permission to Advertise for the Part-Time Chemist Positions”
  - Memorandum from Justyna Marczak, Human Resources Director, dated October 2, 2019 to the Barnstable County Regional Commissioners, with the subject “Chemist I Position Advertisements”
• Request Report dated September 26, 2019 from Jennifer Frates, Chief Procurement Officer, for the County Commissioners to approve the award of a contract to Marina Inland Fabricators for the supply and delivery of a towable, diesel powered push boat to be used by the County Dredge Program, for $207,788.00

Agenda Item 8c

• Agreement with ISCO Industries to supply, deliver and assemble new high-density polyethylene pipe (HDPE) to be used for discharge of hydraulically dredged material

Agenda Item 8d:

• No documents
AGENDA ITEM 8a

Authorizing the advertisement for two part-time Chemist I Positions for the Barnstable County Laboratory as recommended by the County Review Committee
DATE: October 1, 2019
TO: Barnstable County Regional Commissioners
FROM: Justyna Marczak, Human Resources Director
SUBJECT: Chemist I Position Advertisements

Please authorize the advertisement for two part-time Chemist I Positions for the Barnstable County Laboratory as recommended by the County Review Committee.

Approved:

Ronald Bergstrom, Chair  Mary Pat Flynn, Vice-Chair  Ronald R. Beaty, Commissioner

Date
MEMORANDUM

TO: Justyna Marczac, Director
   Barnstable County Department of Human Services

FROM: Sean O’Brien, Director
       Barnstable County Department of Health and Environment

DATE: September 27, 2019

RE: Permission to Advertise for the Part-Time Chemist Positions

Please let this memorandum serve as a request to advertise for two Part-Time Chemist I Positions for the Barnstable County Laboratory. These two positions replace one full time position that has remained vacant since the early retirement. As a part of the ERT program, these two positions were reclassified to an SPT-3 grade from an SPT-4.

I will be available on Wednesday October 2, 2019 to meet with the Commissioners on this request.

Thank You for your assistance.
AGENDA ITEM 8b

Authorizing the award of a contract to Marina Inland Fabricators for the supply and delivery of a towable, diesel powered push boat to be used by the County Dredge Program, for $207,788.00
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<td><strong>Submitted by</strong></td>
<td>Jennifer Frates</td>
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<tr>
<td><strong>Requester Email</strong></td>
<td><a href="mailto:jennifer.frates@barnstablecounty.org">jennifer.frates@barnstablecounty.org</a></td>
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| **Summary of Request** |  |
Barnstable County issued an Invitation for Bids (#7885) for the supply and delivery of a towable, diesel powered push boat, less than 26 feet to be used by the County Dredge Program.

Two bids were received:

Marina Inland Fabricators $207,788.00
Fairhaven Shipyard $294,000.00

Please award the bid to Marina Inland Fabricators as the responsive, responsible bidder offering the lowest price.
AGENDA ITEM 8c

Authorizing execution of a contract with ISCO Industries to supply, deliver and assemble new high-density polyethylene pipe (HDPE) to be used for discharge of hydraulically dredged material
Contract for Services
Terms and Conditions

Barnstable County
3195 Main Street
Barnstable, MA 02630

And

ISCO Industries
100 Witherspoon Street, 2 West
Louisville, KY 40202

This agreement is made this 26th day of September, 2019 by and between ISCO Industries (hereinafter referred to as Contractor), and Barnstable County (hereinafter referred to as County).

The contract for Services Terms and Conditions and any agreed upon changes thereto included in any Contract Amendments shall take precedence over any additional or conflicting terms and conditions as may be included in any other document attached hereto.

Now therefore, the County and the Contractor do mutually agree as follows:

1. Employment of Contractor. The Contractor hereby agrees to perform the services hereinafter set forth in the Scope of Services (Attachment A). 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 contractor shall perform the scope of services set forth in Attachment A - Scope of Services

3. Time of Performance.

Start Date: 9/26/2019 End Date: 10/25/2019

4. Payment:

A. The County shall compensate the Contractor for the services rendered at the rate of $ ______ per rate sheet attachment B (e.g., hour, week, month, project, etc.).

B. In no event shall the Contractor be reimbursed for time other than that spent providing the described service(s).

C. Payment will be made upon submittal and approval of the Contractor’s Invoice(s) that is (are) received Monthly ☐, Quarterly ☐, Other ☐ (specify) Per order.
D. Reimbursement for Travel and Other Contractor Expenses:

☒ All travel and meals are part of this Contract. No reimbursement will be made.

☐ Contractor will be reimbursed for pre-approved travel in an amount not to exceed $Click or tap here to enter text. .
Copies of receipts must be submitted. Any expense claimed by the Contractor for which there is no supporting documentation shall be disallowed.

☐ Contractor will be reimbursed for OTHER expenses in an amount not to exceed $Click or tap here to enter text. .
☐ OTHER Expenses shall be limited to: $Click or tap here to enter text. .
Copies of receipts must be submitted. Any expense claimed by the Contractor for which there is no supporting documentation shall be disallowed.

E. The total of all payments made against this Contract shall not exceed: $62,955.85

Upon acceptance of the Contractor's invoice, payment will be made within thirty (30) days. If an invoice is not accepted by the County within fifteen (15) days, it shall be returned to the Contractor with a written explanation for the rejection. At the end of each County fiscal year Contractor must submit any outstanding invoices for services performed or delivered during the fiscal year (July 1-June 30) to the County no later than July 31st of the year when the resources were prepared.

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

6. Termination for Convenience of County. The County shall have the right to discontinue the work of the Contractor and cancel this contract by written notice to the Contractor of such termination and specifying the effective date of such termination. In the event of such termination or suspension of this Contract, the Contractor shall be entitled to just and equitable compensation for satisfactory work completed, for services performed and for reimbursable expenses necessarily incurred in the performance of this Contract up to and including the date of termination or suspension.

7. Amendments. 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 Contractor costs, which are mutually agreed upon by the County or Town and the Contractor, shall be incorporated in written amendments to this Contract.

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

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

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

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

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

13. **Recordkeeping, Audit, and Inspection of Records.** The Contractor shall maintain books, records, and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of seven (7) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. If this contract is funded in whole or in part with state or federal funds, the state or federal grantor agency, the County or any of its duly authorized representatives or designees, shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records and other compilations of data of the Contractor which pertain to the provisions and requirements of this Contract. Such access shall include onsite 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 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. **Tax Exempt Status.** The County is exempt from federal excise, state, and local taxes; therefore, sales to the County are exempt from Massachusetts sales and use taxes. If the County should become subject to any such taxes during the term of this Contract, the County shall reimburse the Contractor for any cost or expense incurred. Any other taxes imposed on the Contractor on account of this Contract shall be borne solely by the Contractor.
22. **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.

23. **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 “Attachment A”.

24. Contractors shall submit invoices within 60 days of completing the work.

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

**FOR THE COUNTY:**

BARNSTABLE COUNTY COMMISSIONERS:

________________________________
Mary Pat Flynn

________________________________
Ronald Bergstrom

________________________________
Ronald R. Beaty

Date

**FOR THE CONTRACTOR:**

ISCO Industries, LLC

Michelle East

Date
Pipe Specifications
Pipe and flanges will be made of identical density, extra high molecular weight polyethylene pipe material meeting general requirements of ASTM -1248, "Standard Specifications of Polyethylene Plastics, Moldings and Extrusion Materials" and classifications requirements of Type III, Class C, Category 5. Grade P34 and cell Classification 355434C or 345434C Per D-3350.

Molecular weight category shall be extra high (250,000 to 1,500,000) as per the GEL Permeation chromatography determination procedure with a typical value of 330,000. Pipe shall manufacture in accordance with ASTM 714 and/or D-3035 SDR-DR standards for "PE Plastic Pipe Based on Controlled outside Diameter".

Pipe shall be manufactured and certified to in-house testing at a minimum schedule (daily or per extrusion lot, whichever is less frequent) per the following: burst pressure and/or ring tensile strength as per either ASTM DI 599 or D2290 and 80 degree C hydrostatic testing as per ASTM D 1598.

Pipe Characteristics
Pipe will be:
1. 16 inch outside diameter 14 inch inside diameter, SDR 17
2. 2000 lineal feet in 50-foot sections.
3. 30- 16-inch diameter SDR 17 long neck flange adapters, 14 to 16 inches in length and 1 ¾ inch thick flange or greater.
4. 30- flat carbon steel backing rings with 7/8 to 1-inch thickness.
5. 200 each, grade 2 or higher, heavy nuts and bolts to bolt pipe flanges together. Nuts will use 1 5/8” socket.
6. 20- full face gaskets with 1/8-inch thickness.
7. Please specify all physical properties of items in proposal.

Delivery and Assembly
The contract will include the cost and time required to deliver the pipe, fittings and fusion machine with technician to a location and date to be coordinated with the County. The proposal will include a rental rate for a hydraulic, self-powered butt fusion machine with certified technician. The technician will be qualified to operate the fusion machine to obtain high quality butt fusion joints equal to or greater than the strength of the pipe.

The pipe will be assembled in 300-foot lengths with a longneck flange adapter with a flat backing ring fused on both ends.

Warranty
The proposal will certify that samples of the manufacturers' production pipe have been tested by the manufacturer in accordance with ASTM D-2837. and validated in accordance with the latest revisions of the PPI TR-3. The proposal shall provide any warranty that applies. The strength of warranty shall be an evaluation factor.
ATTACHMENT B: Pricing Sheet
The County reserves the right to accept or reject any or all proposals should such action be deemed in the best interest of the County.

The undersigned has read the bid specifications and agrees to perform all services as requested in the bid specifications:

$1,955.85
Price in numbers
See Attached Quote
Price in words

Signature of Person Submitting Bid: [Signature]
Title: Regional Sales Manager
Company Name: ISCO Industries
Address: 100 Witherspoon St, 2 West, Louisville, KY 40202
Tel.# 502-559-3147 Fax.# 502-568-4072
Email Address: Shelby.heritage@isco-pipe.com

[Handwritten note: Local yard in Fitchburg, MA]
Kenneth Ray Hylton

HDPE Fusion Experience: Since 2010
Experience with ISCO: Since 2010

HDPE Fusion Training

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<td>McElroy Small/Medium/Large Diameter Machine Fusion Training</td>
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<td>Central Large Diameter Coupling training</td>
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Recent Large Diameter HDPE Projects

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<td>Mineral Fabrication</td>
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<td>Site Resources</td>
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<td>Technip</td>
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<td>FLUOR</td>
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<td>FLUOR</td>
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**Subtotal** | | | | **61,705.85** |

**FUSION SERVICES**

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**Subtotal** | | | | **1,259.00** |

**ISCO Standard Terms and Conditions apply. Please visit http://www.isco-pipe.com/terms-and-conditions.aspx**

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<th>Merchandise Total</th>
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<th>Freight(2)</th>
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<td><strong>0.00</strong></td>
<td><strong>US $ 62,955.85</strong></td>
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1 Sales tax will be charged based on the ship to address at the time of invoice if there is no tax certificate on file.

2 Freight amount in this quote is an estimate only. Actual freight terms and charges will be determined at the time the order is placed.

Accepted By: ____________________________

Printed Name: __________________________

Date: ________________________________

100 WITHERSPOON ST * LOUISVILLE, KY 40202

800-345-4726
MEMORANDUM

TO: County Commissioners
FROM: Jennifer Frates, Chief Procurement Officer
RE: Notice of Bid Award - #7887 Dredge Pipe

Barnstable County issued an Invitation for Bids (#7887) for Dredge Pipe. The awarded vendor will supply, delivery and assembly of 2,000 linear feet of new HDPE plastic pipeline to be used for discharge of hydraulically dredge material.

One bid was received. Please award the bid to ISCO Industries as the responsive, responsible bidder offering the total lowest price of $62,955.85 for the estimated quantity.

Thank you.

County Commissioners:

Ronald R. Beaty, Jr.  
Mary Pat Flynn  
Ronald Bergstrom

Date: 09/19/19
At a regular meeting of the Barnstable County Board of Regional Commissioners, at the Olde Colonial Courthouse, on the twenty-fifth day of September, A.D. 2019, motion by Commissioner Beaty to award a contract to ISCO Industries to supply, deliver and assemble new high-density polyethylene pipe (HDPE) to be used for discharge of hydraulically dredged material, as presented, 2nd by Commissioner Flynn, approved 3-0-0