AGREEMENT BETWEEN

Barnstable County
3195 Main Street
Barnstable, MA 02630

and

Steelco Chain Link Fences Erecting Co., Inc
PO Box 520
19 Brook Road
Needham Heights, MA 02494

THIS AGREEMENT is made this 15th day of April 2019 by and between Steelco Chain Link Fence Co., Inc (hereinafter referred to as Contractor), and Mary Pat Flynn, Ron Beaty and Ron Bergstrom 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 issued an Invitation for Bids for Drainage and Guard Rail Items for Towns in Barnstable County

WHEREAS: The Invitation for Bids was issued in compliance with MA General Law Chapter 149

WHEREAS: The vendor is the responsive, responsible bidder offering the lowest prices as highlighted on the attached spreadsheet incorporated herein as Appendix A.

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 contractor shall perform the scope of services set forth in the Barnstable County Invitation for Bids dated February 20, 2019 and the Contractor’s bid dated March 21, 2019 incorporated herein as Appendix B.

3. Time of Performance. Contract period is April 1, 2019 through March 31, 2020, with the option to renew for one additional year.

4. Payment. The Towns shall compensate the Contractor for services provided low bids prices submitted in their bid and as highlighted on the attached spreadsheet.

Upon acceptance of the Contractor’s invoice, payment will be made within thirty (30) days. If an invoice is not accepted by the Town within fifteen (15) days, it shall be returned to the Contractor with a written explanation for the rejection. At the end of each Town fiscal year Contractor must submit any outstanding invoices for services performed or delivered during the fiscal year (July 1–June 30) to the Town 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 Customer or the Town 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 Town. The Town 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 Town 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.

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 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 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 Towns 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 Town or
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 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 Towns.

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 Town 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
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 Town 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.

24. Vendors must submit Certified Payroll Statements prior to being paid for work.

IN WITNESS WHEREOF, the County and Contractor have executed this Agreement this ___ day of May, in the year Two Thousand and Nineteen.

FOR THE COUNTY:

BARNSTABLE COUNTY COMMISSIONERS:

Ron Bergstrom
Mary Pat Flynn
Ron Beaty

Date 05/06/19

FOR THE CONTRACTOR:

David P. Meleedy, President

Date 4/15/19
Appendix A to contract
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