



Out of State Travel Report

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

Name: Bobbi Moritz

Title: Resource Development Officer

Department: Resource Development Office

Dates of Trip: August 7, 2016 through August 12, 2016

Name of Meeting: The Grantsmanship Center Training

Location: Washington, D.C.

Report Submitted for Commissioners' Meeting On: _____

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

- To acquire current information regarding grant research, development, preparation, writing, reviewing.
- To collaborate with grant writers representing a variety of disciplines including those from the private, public, non-profit, and government sectors across the nation.
- To return to Barnstable County with knowledge and recommendations for reviewing and strengthening existing procedures for seeking, applying for, and securing grants for the County departments and its municipalities.
- **Host Organization:** The Grantsmanship Center: Los Angeles California – is dedicated to delivering training programs that produce results, publications that support best practices, consulting that propel missions, tailored presentations that provide solutions. Since 1972, the Center has promoted rigorous program planning and grant proposal development as an avenue for creating positive social change. The organization helps grantseekers target funding that will have impact within their domain. The training sessions were held at BoardSource in D.C.

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

- Participants represented organizations (higher education, local government, non-profits and foundations) from Alaska, California, Florida, Puerto Rico, New England, and Mid-Atlantic states.
- Topics included: Problem Identification, Logic Models, Time Lines, Program/Process Outcomes; Evaluation Plans, Methods, Sustainability, Budget Preparation – Federal Guidelines
- All participants who complete the program become alumni of the organization and have access to additional resources provided through The Grantsmanship Center.
- Participants receive certificates of completion.

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



Achieved goals: The training increased my knowledge and understanding of the grant process, technical requirements, and interpersonal skills a grant writer/development professional must have in order to be successful.

Method: Interactive instruction, followed by hands-on application of learned skills in a collegial team setting were extremely effective. Teams were required to build consensus, plan, develop, write, evaluate, and review grant proposals.

Understanding: Grantsmanship is a philosophy, a code of ethics, and a set of skills that, when practiced together, can produce positive change.

Wisdom: Grant writers never lose sight of their organization's mission/vision.

Teamwork: Grants require strong collaborations with multiple stakeholders to assure that the planning and implementation process includes diverse perspectives that can enhance project outcomes.

Building organizational capacity depends on strong relationships.

Funders: are partners, allies, and advocates to the work that will be undertaken.

Discretion: All grant opportunities should be chosen wisely. It is beneficial to have a team that conducts a preliminary review of a Request for Proposal to assure funding will "drive" the organization's mission forward. This process needs to be time-efficient since deadlines are critical to every grant that is submitted.

GOAL: To secure funding for programs that align with Barnstable County focus on regional issues and resources that impact "our coastal waters, environment, public health, and safety."

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mSP.wives1@gmail.com

To whom it may concern:

We are the Massachusetts State Police WIVES. We are on a mission to cover the entire State of Massachusetts with Blue Ribbons to support ALL our Law Enforcement.

We are asking each town/city for the approval to place the ribbons in/or around the center of the town/city. We invite all town/city officials to be part of the event when it comes to your town/city and we also invite the police department in your town/city to be part of this wonderful event.

Our group would be thrilled if we get your blessing for this to happen in your town/city.

If you have any questions feel free to reach out. Our email address is above for contact.

Thank you in advance for all your kindness and support.

Respectfully,
MSP WIVES



BARNSTABLE COUNTY

In the Year Two Thousand and Sixteen

Proposed Resolution 16-07

To approve certain budget transfers for fiscal year 2017 in accordance with Barnstable County Ordinance 16-07.

NOW, THEREFORE,

BE IT HEREBY RESOLVED that the Barnstable County Assembly of Delegates Proclaims:

The following transfers between budget groups one, two, three, seven, and nine for fiscal year 2017 are approved:

For the Resource Development Office, AmeriCorps Cape Cod Program:

Decrease	<u>0011117-5750 by \$ 54,920 Misc Match Expend-AmeriCorps grant</u>
Increase	0011111-5101 by \$ 32,900.00 Member salaries
	0011112-5203 by \$ 1,500.00 Trash removal for the residential houses
	0011112-5213 by \$ 2,000.00 Phone costs for residential houses/staff cell
	0011112-5221 by \$ 680.00 Electric expenses for residential houses
	0011112-5223 by \$ 1,200.00 Heating fuel costs for residential houses
	0011112-5225 by \$ 3,000.00 Cable charges for residential houses
	0011113-5399 by \$ 9,700.00 Miscellaneous Supplies
	0011119-5982 by \$ 1,316.00 Workers Comp-match to member fringes
	0011119-5983 by \$ 2,146.00 Insurance-match to member insurance
	0011119-5984 by \$ 478.00 Medicare-match to member fringes

Offered for Consideration by the Barnstable County Commissioners,

Mary Pat Flynn
Chairman

Sheila R. Lyons
Vice-Chairman

Leo G. Cakounes
Commissioner

FINANCIAL ASSISTANCE AWARD

GRANT COOPERATIVE AGREEMENT

RECIPIENT NAME
BARNSTABLE, COUNTY OF

FEDERAL AWARD ID NUMBER

ED16PHI3020058

PERIOD OF PERFORMANCE

07/01/2016-06/30/2018

STREET ADDRESS

3195 MAIN ST

FEDERAL SHARE OF COST

\$70,000.00

CITY, STATE, ZIP CODE

BARNSTABLE MA 02630-1105

RECIPIENT SHARE OF COST

\$70,000.00

AUTHORITY

Planning Program under Section 203 of the Public Works and Economic Development Act of 1965, as amended (42 U.S.C. Section 3121 et. seq.).

TOTAL ESTIMATED COST

\$140,000.00

CFDA NO. AND NAME

11.302 , Planning

PROJECT TITLE

Barnstable County Comprehensive Economic Development Strategy Planning and Implementation Partnership Planning Grant

This Award Document (Form CD-450) signed by the Grants Officer constitutes an obligation of Federal funding. By signing this Form CD-450, the Recipient agrees to comply with the Award provisions checked below and attached. Upon acceptance by the Recipient, the Form CD-450 must be signed by an authorized representative of the Recipient and returned to the Grants Officer. If not signed and returned without modification by the Recipient within 30 days of receipt, the Grants Officer may unilaterally withdraw this Award offer and de-obligate the funds.

- DEPARTMENT OF COMMERCE FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS (DECEMBER 2014)
- R & D AWARD
- FEDERAL-WIDE RESEARCH TERMS AND CONDITIONS, AS ADOPTED BY THE DEPT. OF COMMERCE
- BUREAU-SPECIFIC ADMINISTRATIVE STANDARD AWARD CONDITIONS
- SPECIAL AWARD CONDITIONS
- LINE ITEM BUDGET
- 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS, AS ADOPTED PURSUANT TO 2 CFR § 1327.101
- 48 CFR PART 31, CONTRACT COST PRINCIPLES AND PROCEDURES
- MULTI-YEAR AWARD (PLEASE SEE THE MULTI-YEAR SPECIAL AWARD CONDITION.)
- DEPARTMENT OF COMMERCE PRE-AWARD NOTIFICATION REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS (REF:79 FR 78390 DECEMBER 30, 2014)
- OTHERS(S):

Line Item Budget contains the Special Award Conditions.

SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER

Linda Cruz-Carnall

Grants Officer

DATE

09/06/2016

PRINTED NAME, PRINTED TITLE AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

Mary Pat Flynn, Sheila Lyons, Leo Cakounes, Barnstable County Commissioners

DATE

SPECIAL AWARD CONDITIONS
U.S. DEPARTMENT OF COMMERCE
Economic Development Administration (EDA)

NON-CONSTRUCTION PROJECTS: Partnership Planning Assistance Program under
Section 203 of the Public Works and Economic Development Act of 1965, as amended
(42 U.S.C. § 3143) PWEDA

Project Title: Support for Planning Organizations
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Recipient Name: Barnstable County acting through the Cape Cod Commission

Award Number: ED16PHI3020058

1. This EDA Award supports the work described in the approved final scope of work, which is incorporated by reference into this Award, as the *Authorized Scope of Work* (Attachment 1). All work on this project should be consistent with this *Authorized Scope of Work*, unless the Grants Officer has authorized a modification of the scope of work in writing through an amendment memorialized through execution of a Form CD-451.

2. The Recipient Contact's name, title, address, and telephone number are:

Mr. Paul Niedzwiecki Executive Director 508-362-3828 pniedzwiecki@capecodcommission.org	Cape Cod Commission P.O. Box 226 3225 Main Street Barnstable, Massachusetts 02630
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3. The Grants Officer is authorized to award, amend, suspend, and terminate financial assistance awards. The Grants Officer is:

Linda Cruz Carnall Regional Director Fax: 215-597-4063	Economic Development Administration Philadelphia Regional Office 601 Walnut Street, Suite 140 South Philadelphia, PA 19106-3323
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4. The Federal Program Officer (Area Director) oversees the programmatic aspects of this Award. The Federal Program Officer is:

Marguerite McGinley Area Director Phone: 215-597-8822 Fax: 215-597-2908 Email: mmcginley@eda.gov	Economic Development Administration Philadelphia Regional Office 601 Walnut Street, Suite 140 South Philadelphia, PA 19106-3323
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5. The Project Officer is responsible for day-to-day administration and liaison with the Recipient and receives all reports and payment requests. The Project Officer is:

<p>Fredric R. Killings Economic Development Specialist Phone: 215-597-1072 FAX: 215-597-6669 Email: fkilling@eda.gov</p>	<p>Economic Development Administration Philadelphia Regional Office 601 Walnut Street, Suite 140 South Philadelphia, PA 19106-3323</p>
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6. **ADDITIONAL INCLUDED DOCUMENTS:** In addition to the regulations documents, or authorities incorporated by reference on the Financial Assistance Award form (Form CD-450) the following additional documents are included with and considered to be part of the Award's terms and conditions:

- *Authorized Scope of Work* (Attachment 1).
- *Authorized Staff Positions* (Attachment 2).

Should there be a discrepancy with the Application, these Special Award Conditions and the attachments hereto shall control.

7. **PROJECT DEVELOPMENT TIME SCHEDULE:** The Recipient agrees to the following Project development time schedule:

Time allowed in Financial Assistance Award after EDA Award date:

Period of Performance	July 1, 2016 to June 30, 2018
Initial Funding Period	July 1, 2016 to June 30, 2017
Return of Executed Financial Assistance Award....	Due no later than 30 calendar days after receipt of Form CD-450/451
Annual CEDS Performance Report.....	Due June 30, 2017
GPRA.....	Due June 30, 2017
Semi-Annual Progress Report.....	Due December 31, 2016, June 30, 2017
Semi-Annual Financial Reports (Form SF-425)....	Due December 31, 2016, June 30, 2017
Authorized Award End Date.....	June 30, 2017
Final Financial Report (Form SF-425)	Due no later than 90 calendar days after the end of the period of performance

The Recipient shall diligently pursue the development of the Project so as to ensure completion within this time schedule. Moreover, the Recipient shall promptly notify EDA in writing of any event that could substantially delay meeting any of the proscribed time limits for the Project as set forth above. The Recipient further acknowledges that failure to meet the development time schedule may result in EDA's taking action to terminate the Award in accordance with the regulations set forth at 2 C.F.R. §§ 200.338 through 200.342, as applicable.

8. PROJECT REPORTING AND FINANCIAL DISBURSEMENTS INSTRUCTIONS:

A. AWARD DISBURSEMENTS: Reimbursement Basis Only. EDA will make Award payments using the Department of Treasury’s Automated Standard Application for Payments (ASAP) system. The Recipient is required to furnish documentation as required by ASAP including but not limited to Recipient and Requestor Identification Numbers. Complete information concerning the ASAP system may be obtained by visiting www.fms.treas.gov/asap.

In order to receive payments, Recipients must draw down funds (ASAP) in accordance with the schedule and amounts outlined below:

Request for reimbursements can be made no more than once per quarter. Special conditions on disbursements are noted in the Special Conditions.

Disbursement Requests (using Form SF-270) and supporting documentation should be forwarded electronically to the Project Officer for review and approval. The Project Officer and/or EDA Accounting will notify the organization when funds are available in ASAP to draw down.

<u>Period</u>	<u>Amount</u>
<i>Upon Approval and Execution of Year One Award</i>	
July 1, 2016 through September 30, 2016	\$ 17,500
October 1, 2016 through December 31, 2016	\$ 17,500
January 1, 2017 through March 31, 2017	\$ 17,500
April 1, 2017 through June 30, 2017	\$ 17,500
<i>Upon Approval and Execution of Year Two Award</i>	
July 1, 2017 through September 30, 2017	\$ 17,500
October 1, 2017 through December 31, 2017	\$ 17,500
January 1, 2018 through March 31, 2018	\$ 17,500
April 1, 2018 through June 30 2018	\$ 17,500

EDA retains the right to change Recipients from Advance to Reimbursement or Agency Review status if the Grants Officer deems it necessary or prudent to ensure successful monitoring of Federal funds and protect the Federal interest. In such cases, Recipients can be required to submit a complete Form SF-270, “*Request for Reimbursement*” for the applicable period electronically to the Project Officer, who will review and process the request.

B. REPORTS:

- a. *Project Progress Reports*: The Recipient agrees to provide the Project Officer with Project Progress Reports, which will communicate the important activities and accomplishments of the Project, on a semi-annual basis for the periods ending **November 30** and **May 31**, or any portion thereof. Reports are due no later than 1 month following the end of the period.

Performance Progress Reports should be submitted to EDA in an electronic format no later than the dates outlined above in a concise, clear format, which outlines the following information in no more than 3-6 pages in length:

- i. Provide a clear, concise overview of the activities undertaken during the Project Period;
- ii. Document accomplishments, benefits, and impacts that the Project and Activities are having. Recipients should note specific outcomes where activities have led to job creation/retention, private investment, increased regional collaboration, engagement with historically excluded groups or regions, enhanced regional capacity, and other positive economic benefits;
- iii. Highlight any upcoming or potential press events or opportunities for collaborative press events to highlight benefits of the EDA investment;
- iv. Compare progress with the project timeline, explaining any departures from the targeted schedule, identifying how these departures are going to be remedied, and projecting the course of work for the next period;
- v. Outline challenges that currently impact or could impact progress on the grant over the next reporting period and identify ways to mitigate this risk; and
- vi. Outline any areas where EDA assistance is needed to support the project or any other key information that would be helpful for your EDA Project Officer to know.

Final Project Reports may be posted on EDA's website, used for promotional materials or policy reviews, or may be otherwise shared. Recipients should not include any copyrighted or other sensitive business information in these reports. There is no specific page limit for Final Project Reports; however, such reports should concisely communicate key project information, and should:

- i. Outline the specific regional need that the project was designed to address and update on progress made during the reporting period that will mitigate need and advance economic development;
- ii. Provide a high-level overview of the activities undertaken;

- iii. Detail lessons learned during the project period that may be of assistance to EDA or other communities undertaking similar efforts;
 - iv. Outline the expected and actual economic benefits of the project as the time that the report is written; and
 - v. Any other key information from the relevant project period.
- b. *Financial Reports:* The Recipient shall submit a “Financial Status Report” (Form SF-425) on a semi-annual basis for the periods ending **November 30** and **May 31**, or any portion thereof, for the entire project period. Form SF-425 (and instructions for completing this form) is available at:
http://www.whitehouse.gov/omb/grants/grants_forms.html.

A final Form SF-425 must be submitted no more than 90 calendar days after the expiration date of the Award (i.e., the end of the period of performance specified on the Form CD-450 or Form CD-451). Final financial reports should follow the guidance outlined by the form instructions for submitting mid-term financial reports, but should ensure that all fields accurately reflect the total outlays for the entire project period, and that all matching and program income (if applicable) is fully reported. Final grant rate and determinations of final balances owed to the government will be determined by the information on the final Form SF-425, so it is imperative that this final financial form is submitted in a timely and accurate manner.

- c. *Complete Comprehensive Economic Development Strategy (CEDS) Document or Annual Update:* The Recipient shall submit, each year, either a revised CEDS or a CEDS Annual Performance Report, as required. After five years from EDA approval of the full CEDS, the Recipient must submit a new 5-year CEDS reflecting current regional priorities and data.

9. **ALLOWABLE COSTS AND AUTHORIZED BUDGET:** Total allowable costs will be determined at the conclusion of the period of performance in accordance with the administrative authorities applicable pursuant to the *Financial Assistance Award* (Form CD-450), including the applicable *Cost Principles* and *Uniform Administrative Requirements*, after Final Financial Documents are submitted.

Line Item Budget:

- A. Under the terms of the Award, the total approved/authorized budget is:

Federal Share (EDA)	\$70,000
Non-Federal Matching Share	\$70,000

Total Project Cost	\$140,000
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B. Under the terms of this Award, the total approved line item budget is:

Personnel	\$ 63,628
Fringe Benefits	\$ 40,932
Travel	--
Equipment	--
Supplies	--
Contractual	--
Construction	--
Other	--
Total Direct	\$ 104,560
Indirect	\$ 35,440
TOTALS	\$140,000

10. **FEDERAL SHARE:** The EDA participation in total eligible project costs will be limited to the EDA grant amount or the EDA share of total allowable project costs, based on the area's grant rate eligibility at the time of award, whichever is less.
11. **MATCHING SHARE:** The Recipient agrees to provide the Recipient's non-Federal Matching Share contribution for eligible project expenses in proportion to the Federal share requested for such project expenses. The Recipient also certifies that, in accepting the Financial Assistance Award, the Recipient's Matching Share of the project costs is committed and unencumbered, from authorized sources, and shall be available as needed for the project.
12. **REFUND CHECKS, INTEREST, OR UNUSED FUNDS:** Treasury has given the EDA two options for having payments deposited to EDA's account:
 - i. The first one is Pay.Gov. This option allows the payee to pay EDA through the Internet. The payee will have the option to make a one-time payment or to set up an account to make regular payments.
 - ii. The second option is Paper Check conversion. All checks must identify on their face the name of the DOC agency funding the award, award number, and no more than a two-word description to identify the reason for the refund or check. A copy of the check should be provided to the EDA Project Officer. This option allows the payee to send a check to NOAA's Accounting Office, who processes EDA's accounting functions at the following address:

U.S. Department of Commerce,

National Oceanic and Atmospheric Administration,
Finance Office, AOD, EDA Grants
20020 Century Boulevard,
Germantown, MD 20874

The accounting staff will scan the checks in encrypted file to the Federal Reserve Bank, and the funds will be deposited in EDA's account. While this process will not be an issue with most payees, there are occasionally issues for entities remitting funds to EDA via check. If you are remitting funds to EDA via check, please make note of the following:

Notice to Customers Making Payment by Check

If a check is sent to EDA, it will be converted into an electronic funds transfer by copying the check and using the account information to electronically debit your account for the amount of the check. The debit from your account will usually occur within 24 hours and will appear on your regular account statement.

EDA will not return your original check; the original will be destroyed and a copy will be maintained in our office. If the Electronic Funds Transfer (EFT) cannot be processed for technical reasons, the copy will be processed in place of the original check. If the EFT cannot be completed because of insufficient funds, we will charge you a one-time fee of \$25.00, which will be collected by EFT.

13. **PLANNING COORDINATION:** In keeping with regional economic development principles, Recipients shall coordinate economic development planning and implementation projects with other economic development organizations affecting the area, especially EDA-funded recipients such as State and Urban planning grantees, adjoining Economic Development Districts (EDDs) and Indian Tribes, and University Centers (UCs).
14. **PROCUREMENT:** Recipient agrees that all procurement transactions shall be in accordance with 2 C.F.R §§ 200.317 through 200.326, as applicable.
15. **NONRELOCATION:** In signing this award of financial assistance, Recipient(s) attests that EDA funding is not intended by the Recipient to assist its efforts to induce the relocation, or the movement of existing jobs from one region to another region in competition with those jobs. In the event that EDA determines that its assistance was used for such purposes, EDA retains the right to pursue appropriate enforcement action in accord with the Standard Terms and Conditions of the Award, including suspension of disbursements and termination of the award for convenience or cause, which may include the establishment of a debt requiring the Recipient to reimburse EDA.

16. **PERFORMANCE MEASURES:** The Recipient agrees to report on program performance measures and program outcomes in such a form and at such intervals as may be prescribed by EDA in compliance with the Government Performance and Results Act (GPRA) of 1993, and the Government Performance and Results Modernization Act of 2010. Recipients are to retain sufficient documentation so that they can submit these required reports. Failure to submit this required report can adversely impact the ability of the Recipient to secure future funding from EDA.

Performance measures and reporting requirements that apply to program activities funded by this investment will be provided in a separate GPRA information collection document. EDA staff will contact Recipients in writing within a reasonable period prior to the time of submission of the reports with information on how this data should be submitted.

17. **STAFFING CHANGES:** For vacant positions primarily funded by the EDA grant and subsequent sub-grants (sub-recipient agreements) (ex: Executive Directors, Economic Development Planners, Tribal Planners), Recipient will send the following information to the Philadelphia Regional Office for review: a copy of the job announcement, a copy of the resumes of the top three qualified candidates, and if interviews have already taken place, the identification of the selected candidate hired for the EDA funded position. This review is consistent with Section 504 of PWEDA (42 U.S.C. § 3194) titled “Administration, Operation, and Maintenance”. The review is to ensure that the key EDA funded positions will be staffed by qualified individuals and that the grant will be properly and efficiently administered, operated and maintained.
18. **CEDS CONTENT REQUIREMENTS:** In addition to the requirements currently noted in 13 CFR § 303.7, Recipients shall include an economic resiliency component in the Comprehensive Economic Development Strategy (CEDS). This component may specifically focus on a strategy to promote disaster resiliency, but is encouraged to be a broader analysis about the economic resiliency of the region. The Resiliency Strategy shall detail the Recipient’s planning, response and recovery activities to be implemented should an economic disruption (disaster or otherwise) occur. Irrespective of focus, the Resiliency Strategy shall also contain a list of implementation priorities and steps to stabilize and support a region’s overall economic resiliency. A timeline associated with the implementation priorities and the identification of key stakeholders responsible for implementing those priorities should be included.
19. **MULTI-YEAR AWARD:** The period of performance and budget(s) incorporated into this Award cover a 2-year period for a total anticipated amount of \$140,000 in Federal funds. However, Federal funding available at this time is limited to \$70,000 for this funding period. Receipt of prospective funding is contingent upon the availability of funds from Congress, satisfactory performance, continued relevance to program objectives and will be at the sole discretion of EDA. EDA is not liable for any obligations, expenditures, or commitments which involve any amount in excess of the Federal amount presently available. The Recipient will be responsible for any and all termination costs it may incur should prospective funding not become available. No legal liability will exist or result on the part of the Federal Government for payment of any

portion of the remaining funds which have not been made available under the award. Notifications affecting funding or notice of non-availability of additional funding for prospective years will be made only by the Grants Officer. The amendment to obligate prospective funding available shall be made on Form CD-451, "Amendment to Financial Assistance Award," if at all possible prior to the expiration of each year's activities.

The period of performance for this action is July 1, 2016 through June 30, 2018.

The funding period for this action is July 1, 2016 through June 30, 2017.

The funding period for this action may be extended through June 30, 2018.

ATTACHMENT 1

Authorized Scope of Work

The purpose of EDA planning investments is to provide support to planning organizations for the development, implementation, revision, or replacement of Comprehensive Economic Development Strategies (CEDS) pursuant to Section 203 of PWEDA and EDA's regulations at 13 CFR part 303.

The purpose of the proposed investment is to establish a more balanced regional economy with opportunities for all residents through the implementation of the CEDS 5-year plan completed in 2014. Economic development on Cape Cod begins with the protection of the natural, built, and cultural assets that make this region unique. The importance of being unique should not be underestimated in tourism economy in this era of standardization. The Cape Cod character has attracted tourists, retirees, and second homeowners, as well as scientists, entrepreneurs, artists, and professionals to live and work in this otherwise remote location.

With the region's economic strategy based on five goals, Goal - ED1: Low-impact and Compatible Development, Goal - ED2: A Balanced Economy, Goal - ED3: Regional Income Growth, Goal - ED4: Infrastructure Capacity and Goal - CEDS1: Regional Collaboration & Joint Commitment the Cape Cod Commission will conduct the following Scope of Work:

Conduct Regional Economic Development Planning to include strategy committee coordination, CEDS reporting, provide ongoing technical assistance to the Mashpee Wampanoag Tribal CEDS and integrate housing affordability into economic development planning.

Conduct Research and Disseminate Data through surveys, conduct research on environmental economic issues, maintain STATSCapeCod, coordinate the annual Smarter Cape Conference and CEDS reporting.

Project Implementation further efforts to establish the Cape Cod Infrastructure Bank, continued roll-out of e-permitting in towns to expedite the local permit process, and additional work with towns on climate resiliency and understanding the economic impact of climate change. Under the RESET program, staff will provide at least two towns with targeted multi-disciplinary technical assistance to overcome specific impediments to sustainable economic development in their community in a manner that is consistent with the goals of the CEDS.

ATTACHMENT 2

Authorized Staffing Plan

Position/Title	Annual Direct Labor \$/yr	Federal Share \$	Grantee Share \$	Total \$	Percentage of Time to Project %
Chief Economic Development Officer	\$75,258	\$17,165	\$17,165	\$34,330	46%
Community Design/Affordable Housing Specialist	\$62,221	\$4,412	\$4,412	\$8,824	14%
Special Projects Coordinator	\$57,390	\$3,378	\$3,378	\$6,756	12%

Environmental Economist	\$64,578	\$3,585	\$3,585	\$7,170	11%
Special Projects Coordinator - Communications	\$60,420	\$1,681	\$1,681	\$3,362	6%
Planner II	\$57,269	\$1,593	\$1,593	\$3,186	6%
TOTALS		\$31,814	\$31,814	\$63,628	
FRINGE BENEFITS		\$20,466	\$20,466	\$40,932	
INDIRECT COSTS		\$17,720	\$17,720	\$35,440	
GRAND TOTAL		\$70,000	\$70,000	\$140,000	

Special Award Conditions

Award Number: ED16PHI3020058
Amendment Number: 0

1) Performance Progress Reports

A. REPORTS:

a. **Project Progress Reports:** The Recipient agrees to provide the Project Officer with Project Progress Reports, which will communicate the important activities and accomplishments of the Project, on a semi-annual basis for the periods ending December 31 and June 30, or any portion thereof. Reports are due no later than 1 month following the end of the period.

Performance Progress Reports should be submitted to EDA in an electronic format no later than the dates outlined above in a concise, clear format, which outlines the following information in no more than 3-6 pages in length:

- i. Provide a clear, concise overview of the activities undertaken during the Project Period;
- ii. Document accomplishments, benefits, and impacts that the Project and Activities are having. Recipients should note specific outcomes where activities have led to job creation/retention, private investment, increased regional collaboration, engagement with historically excluded groups or regions, enhanced regional capacity, and other positive economic benefits;
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- v. Any other key information from the relevant project period.

b. **Financial Reports:** The Recipient shall submit a "Financial Status Report" (Form SF-425) on a semi-annual basis for

the periods ending December 31 and June 30, or any portion thereof, for the entire project period. Form SF-425 (and instructions for completing this form) is available at: http://www.whitehouse.gov/omb/grants/grants_forms.html.

A final Form SF-425 must be submitted no more than 90 calendar days after the expiration date of the Award (e.g., the end of the period of performance specified on the Form CD-450 or Form CD-451). Final financial reports should follow the guidance outlined by the form instructions for submitting mid-term financial reports, but should ensure that all fields accurately reflect the total outlays for the entire project period, and that all matching and program income (if applicable) is fully reported. Final grant rate and determinations of final balances owed to the government will be determined by the information on the final Form SF-425, so it is imperative that this final financial form is submitted in a timely and accurate manner.

c. Complete Comprehensive Economic Development Strategy (CEDS) Document or Annual Update: The Recipient shall submit, each year, either a revised CEDS or a CEDS Annual Performance Report, as required. After five years from EDA approval of the full CEDS, the Recipient must submit a new 5-year CEDS reflecting current regional priorities and data.

MASSDOT STANDARD CONTRACT FORM



This form is issued and published by the Massachusetts Department of Transportation (MassDOT or Department). Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under [Guidance For Vendors - Forms](#) or www.mass.gov/osc under [OSD Forms](#).

CONTRACTOR LEGAL NAME: County of Barnstable (and d/b/a): Cape Cod Commission	DEPARTMENT NAME: Massachusetts Department of Transportation MMARS Department Code: DOT
Legal Address: (W-9, W-4,T&C): 3195 Main Street, Barnstable, MA 02630-1105	Business Mailing Address: 10 Park Plaza, Boston, MA 02116
Contract Manager: Paul Niedzwiecki	Contract Manager: Gabriel Sherman
E-Mail: pniedzwiecki@capecodomission.org	E-Mail: Gabriel.Sherman@state.ma.us
Phone: 508.362.3828 Fax: 508.362.3136	E-Mail: Gabriel.Sherman@state.ma.us
Contractor Vendor Code: VC6000194979	Phone: 857.368.8866 Fax: 857.368.0639
Vendor Code Address ID (e.g. "AD001"): AD001. (Note: The Address Id Must be set up for EFT payments.)	MMARS Doc ID(s): INTF00X02017H0095412 RFR/Procurement or Other ID Number:
<p style="text-align: center;"><u>NEW CONTRACT</u></p> PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form , scope, budget) <input checked="" type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)	<p style="text-align: center;"><u>CONTRACT AMENDMENT</u></p> Enter Current Contract End Date <i>Prior</i> to Amendment: Enter Amendment Amount: \$ ____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)
The following MassDOT TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> MassDOT Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services	
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for MassDOT/Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or <i>new</i> Total if Contract is being amended). \$2,503,437	
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: ___agree to standard 45 day cycle ___ statutory/legal or Ready Payments (G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy .)	
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) To continue the 3C transportation planning activities for Federal Highway Administration grant for the Cape Cod Commission.	
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date . <input checked="" type="checkbox"/> 2. may be incurred as of October 1, 2016 , a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date . <input type="checkbox"/> 3. were incurred as of ____, 20__ , a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth and MassDOT from further claims related to these obligations.	
CONTRACT END DATE: Contract performance shall terminate as of September 30, 2020 with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.	
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the " Effective Date " of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the MassDOT Terms and Conditions , this Standard Contract Form including the Instructions and Contractor Certifications , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.	
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ X: _____ Date: _____ X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: Mary Pat Flynn, Sheila Lyons, Leo Cakounes Print Title: Barnstable County Commissioners	AUTHORIZING SIGNATURE FOR MassDOT: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: Stephanie Pollack Print Title: Secretary

**ATTACHMENT I
STANDARD PROVISIONS**

MASSACHUSETTS DEPARTMENT OF TRANSPORTATION

OFFICE OF TRANSPORTATION PLANNING

ARTICLE I: GENERAL PROVISIONS

1. DEFINITIONS

The following words as used herein, heretofore, and hereinafter shall mean:

CONSULTANT....The party of the second part to this Contract, acting directly or through an authorized lawful agent or employee.

COMMONWEALTH....The Commonwealth of Massachusetts

DEPARTMENT....The Massachusetts Department of Transportation of the Commonwealth of Massachusetts.

DIRECTOR....The Executive Director of the Office of Transportation Planning acting directly or through an authorized representative, such representative acting within the scope of the particular duties entrusted to him/her.

MASSACHUSETTS DEPARTMENT OF TRANSPORTATION OR "MassDOT"....The Department of Transportation of the Commonwealth of Massachusetts.

FEDERAL HIGHWAY ADMINISTRATION OR "FHWA"....The Federal Highway Administration of the United States Department of Transportation.

FEDERAL TRANSIT ADMINISTRATION or "FTA" ... The Federal Transit Administration of the United States Department of Transportation.

PROJECT....All work described in the Scope of Services (Scope of Work) contained in Attachment A.

SPECIFICATIONS....The directions, provisions and requirements comprising the Terms and Conditions, the Standard Contract, Standard Provisions and the Special Provisions.

SPECIAL PROVISIONS....The special directions, provisions and requirements prepared to cover proposed work not expressly provided for in these specifications. The Special Provisions shall be included within the general term "Specifications" and shall be made a part of the contract with the expressed understanding that in the event of conflict, they shall prevail over all other specifications of the contract.

STANDARD CONTRACT....Commonwealth of Massachusetts Standard Contract

STANDARD SPECIFICATIONS....Most recent Massachusetts Department of Transportation Standard Specification for Highways and Bridges



TERMS AND CONDITIONS...Commonwealth Terms and Conditions

2. TIME SCHEDULE

The Consultant shall begin performance of the services designated in the contract promptly and shall complete the services without delay. All work shall be performed by the Consultant in accordance with the time schedule as shown in the Standard Contract and/or in the SPECIAL PROVISIONS, if applicable.

Should circumstances occur, which are beyond the control of the Consultant, such as an increase in the scope of work, revisions to approved work, or a change in the conditions under which the work is to be performed, the specified estimated completion date may be extended. If the extension of time is more than one year beyond the originally specified time-period, the contract fee may be renegotiated. Four months prior to reaching the completion date for the Contract, it shall be the Consultant's responsibility to notify the Department in writing if the completion date cannot be met. The Consultant shall state the reason why that date cannot be met and request a revised date for consideration. If the Department determines that an extension of time is warranted, both parties shall agree to a new completion date. Any adjustment to the contract fee attributed to escalated salaries and/or other costs resulting from the extended time shall only apply to costs incurred beyond the one-year addition to the original completion date. Also, the Consultant is made aware that no compensation will be paid for services that are rendered either prior to the date of the Notice to Proceed or beyond the duration specified in the Contract, unless an extension of time is granted.

3. TERMINATION

Upon receipt of written notification from the Department that this Contract, or any part thereof, is to be terminated, the Consultant shall immediately cease operations on the work stipulated, and assemble all material that has been prepared, developed, furnished or obtained under the terms of this Contract that may be in its possession or custody, and shall transmit the same to the Department on or before the fifteenth day following the receipt of the above written notice of termination, together with an evaluation of the cost of the work performed, unless otherwise provided for in the SPECIAL PROVISIONS. The Consultant shall be entitled to just and equitable payment in accordance with ARTICLE II, Section D for any uncompensated work satisfactorily performed prior to such notice.

The Department shall determine the amount of acceptable work performed by the Consultant under this Contract. The Department's evaluation shall be used as a basis to determine the amount of compensation due for this work, provided it shall be made in good faith and supported by substantial evidence. In determining the value of the work performed by the Consultant prior to termination, no consideration will be given to profit, which the Consultant might have reasonably expected to make on the uncompleted portion of the work.

4. STANDARD SPECIFICATIONS

The Consultant agrees to perform the work required under this contract under strict conformity with the provisions of the Department's current Standard Specifications for Highways and Bridges and amendments thereto insofar as said provisions are applicable to this contract, said Standard Specifications and amendments being specifically made a part of this contract as fully and to the same effect as if the same had been set forth at length herein, except herein otherwise provided.



5. DESIGN STANDARDS not applicable

6. STAFFING OF OFFICE AND INSPECTION OF WORK

The Consultant shall maintain an office located within the confines of the Commonwealth of Massachusetts. Such office shall be staffed with professional personnel adequate in number, training and experience to perform the work required under this contract.

Prior to the beginning of work, the Consultant shall submit the names, resumes, titles and salary rates of all personnel to be assigned to the work. Any subsequent increase in salary rates shall require the written approval of the Executive Director. In addition, education and experience records of supervisory personnel who will actively participate in the work shall be submitted. If, at any time during the term of this contract, any supervisory position is vacated, notice shall be immediately sent to the Executive Director as to the person vacating the position and the name, title, education, experience record and rate of pay of the person who will fill the vacancy. Prior written approval of the Executive Director for the change in supervisory personnel must be received by the Consultant. It is understood that authorized representatives of the Massachusetts DEPARTMENT OF TRANSPORTATION/Office of Transportation Planning and the United States Department of Transportation, Federal Transit Administration may inspect or review the Consultant's work in progress during normal working hours. Plans and documents, including those in the formative stage, shall be readily available in the Consultant's Massachusetts Office at all times during normal working hours. It is agreed that any or all portions of the work performed by the Consultant may be reviewed by other Consultants retained by the Department for this purpose.

7. LODGING, ETC.

Every person employed in the work covered by this Contract shall lodge, board or trade where and with whom he/she elects, and neither the Consultant nor its agents or employees shall directly or indirectly require as a condition of employment therein that an employee shall lodge, board or trade at a particular place or with a particular person.

8. AVAILABLE DATA AND MATERIALS

All data applicable to this project in possession of the Department shall be made available to the Consultant by the Department. When appropriate, the Department shall furnish to the Consultant forms, cross section paper and other material for the preparation of plans, profiles, cross sections, etc. if such materials are standard only with the Department and cannot be obtained elsewhere.

9. HEARINGS & MEETINGS

The Department shall make all arrangements for and hold all necessary official public hearings in connection with the project. Public meetings to obtain citizen participation in the planning and design of the project may be arranged by the Department or by the Consultant under the direction of the Executive Director. The Consultant shall not, at any time, make any commitments or give any information regarding projects being planned by the Department without prior approval of the Executive Director. The Consultant shall, when requested by the Executive Director, render such assistance as necessary, including preparation and explanation of materials, at or for any hearing, meeting or conference held by the Department.



10. AGREEMENTS

The Department shall negotiate and prepare all necessary agreements with railroads, public utilities, municipalities, agencies of the United States Government or others. The Consultant shall prepare the plans, sketches and other data necessary in connection with these agreements and assist the Executive Director, if requested, at conferences related to such agreements.

11. APPEARANCE AS WITNESS

If and when required by the Department, the Consultant shall prepare for and appear in any litigation concerning this project on behalf of the Commonwealth, and shall be paid actual salary and overhead costs with no profit allowance for this services and shall be reimbursed for any expenses incurred in relation thereto. These services and expenses shall not be considered as covered by the total of the fees stipulated in this contract.

12. REPORTS OF MEETINGS

The Consultant shall keep a record indicating the subject and substance of all formal meetings with the members of the Department as well as with representatives of other State and Federal agencies, municipalities, private organizations and the general public, at which it is in attendance. Meeting reports shall be prepared and submitted to the Executive Director describing the subject matter discussed at each meeting, and subsequent reports shall be submitted as to actions taken as a result of recommendations presented.

13. CONTRACT PROPOSALS: Not applicable

14. APPROVAL OF CONTRACT PLANS: Not applicable

15. REVISIONS

Should the Department require additional work or revisions to the Consultant's work product beyond that which is to be delivered in accordance with the Scope of Work outlined in Attachment A of this contract, additional compensation may be negotiated in accordance with Article II section 3.

No compensation will be made under this section for work that the Consultant has completed and for which approval has not been given, or for revisions caused by errors, omissions, oversight or neglect on the part of the Consultant.

16. PUBLICATION OF PLANS

No copies of data or plans, including material in the formative stage are to be released by the Consultant to any other person or agency, except after prior approval of the Department. All press releases including plans and information to be published in newspapers, magazines, and other news media are to be through Department sources only.

17. EMPLOYMENT OF DEPARTMENT PERSONNEL

The employment by the Consultant of personnel on the payroll of the of Massachusetts Department of Transportation shall not be permitted in the execution of this Contract, even though such employment may be outside of the employee's regular working hours or on Saturdays, holidays or vacation time. The Consultant is presumed to have a sufficient and competent organization to do the work required.

18. WARRANTY

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Department shall have the right to annul this Contract without liability, or, in its discretion, to deduct from the Contract price or consideration without liability, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

19. SUBCONTRACTING

The Consultant shall perform with its own organization not less than fifty (50) percent of the contract fee, except that any items designated in the contract as "Specialty Items" may be performed by subcontract.

If the complexity and nature of the project are such as to require highly specialized professional or expert assistance, services or advice in connection with special phases of the work which normally are not the type performed directly by the Consultant, such services may be obtained, provided that prior written approval is received from the Department, and, in the case of Federal-Aid Projects, both the Department and the FTA.

The Consultant warrants that its contracts with subcontractors shall bind each subcontractor to all provisions of this contract to the extent that the regulations, rights and interests of the Department and the Federal Transit Administration may be effected; and the Consultant accepts legal and financial responsibility for any failures to so protect and enforce the regulations, rights and interests of the Department and the Federal Transit Administration.

The Department reserves the right to approve any changes in subcontractors or changes in the

amounts or rates of cost reimbursement to any subcontractor. The employment of other firms or individuals for supplemental specialized services, such as soil testing and ground or aerial survey work included in the predetermined fee, shall not require approval of the Federal Transit Administration or the Board of Commissioners, but prior written approval shall be obtained from the Executive Director.

Requests for approval of work to be subcontracted shall include a clear description of the work to be performed, capabilities of the subcontractor to perform such work, breakdown of costs and man hours, method of payment and maximum amount to be paid. Any subcontract which exceeds \$50,000 in cost shall contain all the contractual provisions which are contained in contracts for prime consultants, including insurance certificates and pre-award audit data. For subcontracts whose costs are between \$25,000 and \$50,000, the Department may, at its discretion, require that the aforementioned provisions be included. The aforementioned provisions are not required for subcontracts that are less than \$25,000 in costs.

20. NON-DISCRIMINATION IN EMPLOYMENT AND AFFIRMATIVE ACTION

During the performance of this contract, the Consultant, for itself, its assignees and successors in interest, shall comply with the regulations of the United States Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation (Title 49, CFR, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

The Consultant shall comply with all provisions of the "Required Contract Provision for Equal Opportunity, the Special Provision for Specific Equal Opportunity Responsibilities" and the "Disadvantaged Business Enterprise Provision" which are included herein and made a part of this Contract.

21. NOTICE

Unless otherwise specified, any notice hereunder shall be in writing and shall be deemed delivered when given in person to either party or deposited in the U.S. mail, postage prepaid and addressed as indicated in the SPECIAL PROVISIONS.

22. INSURANCE

The Consultant shall carry insurance in a sufficient amount to assure the restoration of any plans, drawings, computations, field notes or other similar data relating to the work covered by this Contract in the event of loss or destruction until all data is turned over to the Department.

The Consultant shall submit copies of the insurance policies as well as any applicable certificates to the Department for subsequent filing with the Department Secretary. The Department shall not be obligated to make any payment to the Consultant for services performed under the provisions of this contract before receipt of evidence of insurance coverage.

The Consultant shall also carry Professional Services Liability Insurance for errors and omissions, in an amount stated in the SPECIAL PROVISIONS, if such insurance is applicable to this contract. This insurance shall be obtained by the Consultant and shall remain in force from the date when the Consultant affixes its Registered Professional Engineer's stamp to the Contract documents to the date when all construction work designed under this Contract is completed, unless this Contract is terminated as herein provided, or until it is determined by the Engineer that construction has advanced to the stage where errors in design cannot further affect said construction. This policy shall indemnify and save harmless the Commonwealth, its officers, agents and employees from claims, suits, actions, damages and costs of every name and description resulting from errors and omissions in the work performed by the Consultant after the starting date of and under the terms of this Contract. A certificate showing that it is carrying this insurance shall be submitted to the Department for subsequent filing with the Department Secretary.

No cancellation of such insurance, whether by the insurers or by the insured, shall be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the Department at least twenty (20) days prior to the intended effective date thereof, which date shall be expressed in said notice. Notice of cancellation sent by the party proposing cancellation by certified mail, postage prepaid, with a return receipt of addressee requested, shall be sufficient notice. An affidavit from any officer, agent or employee, duly authorized by the insured, shall be prima facie evidence that the notice was sent.

This section shall apply to the legal representative, trustee in bankruptcy, receiver, assignee, trustee and the successor in interest of such Consultant. The aforesaid insurance shall be taken out and maintained by the Consultant.

Failure to provide and continue in force any insurance as described in this section shall be deemed a material breach of the Contract and shall operate as an immediate termination thereof.

23. INDEMNIFICATION OF COMMONWEALTH/CONSULTANT LIABILITY

The Consultant shall be liable for all damage caused by errors or omissions in its work or in the work of its subcontractors, agents, or employees performed under this agreement. The Consultant expressly agrees that its subcontractors, agents, or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform. Nothing in this Article or in this Agreement shall create or give to third parties any claim or right of action against the Consultant or the Department beyond such as may legally exist irrespective of this Article or Agreement.

24. AMENDMENT

If, during the term of the contract, the Department revises the limits of the project or makes other substantial changes in the scope or character of the work so as to thereby increase the work to be performed by the Consultant, such increased work shall result in an additional fee to be paid to the Consultant in accordance with ARTICLE II, provided that a written agreement concerning such increased work and additional fee has been made by all parties concerned prior to the performance of such increased work. In the event that no such written agreement has been executed prior to the performance of such increased work, the Consultant shall not be entitled to any additional fee. On projects being reimbursed with federal funds, approval of said written agreement by the FTA shall be required prior to the performance of such increased work.

25. NEGOTIATION SUBSEQUENT TO CONTRACT EXECUTION: Not applicable

26. OWNERSHIP OF DATA

All materials prepared by the Consultant for the purpose of performing the services set forth in this contract shall be owned by the Department. During the performance of the Contract, such material shall be maintained by the Consultant; the Department will have full access to such materials with copies available to the Department upon request.

27. COPYRIGHT

The Consultant shall be free to copyright material developed under the contract with the provisions that the Department and the FTA reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the work for government purposes.

**ATTACHMENT I
STANDARD PROVISIONS**

ARTICLE II: COMPENSATION OF CONSULTANT

1. GENERAL FEE

The Consultant shall insure that the compensation provisions and the "Contract Cost Principles and Procedures" set forth in the Federal Acquisition Regulation 31 (Technical Reference 48 CFR Chapter 1 Part 31) which document is incorporated herein and made a part hereof by reference are adhered to and are referenced in all contracts with subconsultants and subcontractors.

The Commonwealth hereby agrees to pay and the Consultant agrees to accept as full compensation for all services rendered to the satisfaction of the Department a fee established in accordance with one of the following two payment methods:

PAYMENT METHOD 1 LUMP SUM: Not applicable, unless specified in the SPECIAL PROVISIONS.

PAYMENT METHOD 2 COSTS or COSTS PLUS A NET FEE: Actual Maximum Payment Amount is specified in the SPECIAL PROVISIONS.

The Federal Program Description for these funds is Metropolitan Transit Planning.

For all services to be performed under the General Fee, the Consultant shall be paid an amount equal to the sum of the following items a, b, c, and d:

- a) Actual direct salary costs paid professional employees by the Consultant for the time such employees are directly utilized on work necessary to fulfill the provisions of the Contract. Actual direct salary costs shall consist of payroll costs at straight time for professional employees, excluding all principals or administrative officers such as owners, partners, stockholders owning more than one percent of the common stock outstanding, or other major supervisory personnel, for the time such employees are directly utilized on the work covered by this Contract. If it is the usual practice for salaried principals or administrative officers of small firms to perform planning, research or technical work, permission may be granted by the Executive Director to compensate them for the time when they are actually engaged in this work, but only at a rate of pay commensurate with the type of work performed. Permission may also be given by the Executive Director for certain principals or administrative officers of large firms to be paid for professional work performed by them at a rate of pay commensurate with the type of work performed, but only under unusual conditions for specific periods of time. Written approval shall be required from the Executive Director prior to the use of said principals or officers by both large and small firms.

Payment of any said principals or officers for administrative duties at the usual rate of pay for these positions will not be allowed, it being considered that their salaries are included under overhead.

Salary rates and increases thereof paid to professional employees assigned to this project shall be commensurate with salaries paid and increases thereof made to other employees of the Consultant engaged in similar work. Any increases in salary shall be the result of company wide evaluation of all professional employees. Such evaluation shall be in accordance with company wide

personnel regulations and established policies.

The Executive Director shall have the right to exercise the power of review and approval of salaries and increases thereof for a period of thirty days following receipt of the Consultant's written notice of such rates and/or increases. This notice must be submitted prior to the date when such rates become effective.

Unless the Executive Director notifies the Consultant in writing during the thirty-day period that such salary rate or increase thereof is in his opinion, unreasonable, such lack of notice shall constitute approval of the rate or increase from the proposed effective date. All salary changes from those submitted on the previous invoice shall be specifically noted by the Consultant on his next invoice giving the date of the letter requesting such increase. Changes in salary rates made prior to the date of this letter will not be approved for payment. Any such salary increase shall not be considered as justification for an increase in the maximum payment for direct salary costs shown under Maximum Payment Amounts herein before.

No premium payment shall be made for overtime work unless previously approved by the Executive Director. It is the current policy of the Department to limit the hourly rate for professional employees to **\$55.00** per hour. Permission for higher rates per hour may be granted in special situations with the written approval of the Executive Director.

- b) Applicable indirect costs incurred during the period of this contract, to the extent that such indirect costs are allowable under the "Contract Cost Principles and Procedures" set forth in the Federal Acquisition Regulation 31 (Technical Reference 48 CFR Chapter 1 Part 31) which document is incorporated herein and made a part hereof by reference.

For purposes of partial payments a provisional indirect cost additive rate, expressed as a percent of actual direct salary costs, will be specified in the SPECIAL PROVISIONS.

The amount to be allowed for indirect costs shall be the actual audited amounts of such costs incurred by the Consultant, provided, however, that the total allowance for such costs shall in no event exceed an amount which is obtained by multiplying the actual direct salary costs paid under "a" above by the indirect costs additive percentage rate as set forth in the SPECIAL PROVISIONS, but limited to a maximum of **125%**. Said limit on allowable indirect costs shall apply notwithstanding any audit which indicates that higher indirect costs were actually incurred unless otherwise specified in the SPECIAL PROVISIONS.

- c) A net fee, if applicable, as shown in the SPECIAL PROVISIONS to cover consultant's profit, miscellaneous expenses, and other factors that may be considered under the applicable regulations and that are not paid for otherwise.
- d) Reimbursement for direct expenses to the extent that they are allowable under the provisions of the Federal Acquisition Regulation referred to above and meet the requirements set forth below.

Reimbursable direct expenses shall include, but not be limited to, costs covering work performed by other parties such as borings, laboratory tests, field survey, special electronic computer programming, services of other professionals or specialists, special printing and reproductions and certain telephone and travel expense as further set forth below and normally not included in overhead expense.

The Consultant Shall adhere to the applicable provisions of 48 CFR, Chapter 1, Part 31 and 49 CFR, Part 18.00, particularity Section 18.32, with respect to nonexpendable property. All such

nonexpendable property shall become the property of the Department and shall be transferred unto its care and custody at the Department's direction.

Prior written approval shall be obtained by the Consultant from the Executive Director before these direct expenses are incurred. Reimbursable direct expenses are included under the Maximum Payment Amount.

All requests for reimbursement of such direct expenses shall be submitted in writing to the Director, together with estimates of the cost for each type of expense and the reasons for such expenses.

All billing of direct expenses shall be itemized by date, name of person incurring such expenses, location of travel or communication points, and shall include all other data relevant to a verification of the expenses together with a copy of the Executive Director's letter (when required) authorizing such expenditure.

Telephone charges shall not be considered as a direct expense except for toll charges specifically approved by the Executive Director.

When applicable, no direct charges for computer time or computer aided drafting and design costs will be eligible for reimbursement.

Travel Expenses when authorized under the SPECIAL PROVISIONS of this Contract shall be measured from the Massachusetts office of the Consultant, or the residence of the Consultant's employee traveling to a project-related destination point, whichever is the lesser distance, unless otherwise expressly authorized by the Director in writing. No travel expense will be paid unless provided for in the SPECIAL PROVISIONS or as may be previously approved in writing by the Executive Director. Travel shall be made by the least expensive reasonable means. First class air-fare, deluxe accommodations and unreasonable meal costs will not be approved. The use of rented automobiles will be reimbursed only at the same mileage rate as approved for personal or firm-owned vehicles. The cost of meals related to trips made in the course of a normal work-day will not be reimbursed. Travel and certain other necessary expenses for attendance at public meetings and hearings, as designated by the Executive Director, may be reimbursed subject to written approval of the Executive Director.

Since it is agreed that the work under this contract shall be performed in an adequately staffed office of the Consultant located within the Commonwealth of Massachusetts, costs incurred by the Consultant for telephone calls and travel to or from his out-of-state offices, shall not be reimbursed. Travel and subsistence shall not be paid for employees from any out-of-state office to work in Massachusetts except for certain specialists when expressly approved by the Executive Director in writing.

Printing of plans and copying of data as required for reviews and normal submissions shall not be reimbursed as direct expense, notwithstanding the fact that the Consultant may not own printing or copying equipment. Payment for special printing of reports and preparation of matter to distribute at public meetings, hearings and similar occasions may, with the approval of the Executive Director, be reimbursed.

Expenses for administrative personnel performing administrative work will not be reimbursed.

No markup shall be allowed on direct expenses.

All direct costs not reimbursable under this Article, and not allowable upon audit of the Consultant's records as an overhead item, shall be included in the net fee, if applicable, for profit and unallocated costs.

All costs as described in the foregoing paragraphs are to be determined by actual records kept by the Consultant in accordance with the provision of this contract and are subject to final audit by the Massachusetts Department of Transportation and/or the FTA. The total partial payments made shall be adjusted to conform to determinations made in such final audit in accordance with the above provisions of this Article. At their discretion, the Massachusetts Department of Transportation and/or the federal government may undertake interim audits at any time during the term of the Contract.

In no event shall the maximum amount to be paid under this Contract exceed the amount as shown on Page 1 of the STANDARD CONTRACT notwithstanding final audit results, except by agreement of all parties, and with the concurrence of the U.S. Department of Transportation, Federal Transit Administration in the case of federal-aid projects.

The maximum amount may be adjusted when the Consultant establishes, and the Department and the FHWA are in agreement, that there has been or is to be a significant change in

- a) the scope, complexity, or character of the services to be performed;
- b) conditions under which the work is required to be performed; and
- c) the duration of work, if the change from the time period specified in the agreement for completion of the work warrants such adjustment.

Upon adjustment of the maximum amount, an appropriate adjustment in the predetermined net fee shall be considered.

2. PAYMENT FOR WORK DURING CONSTRUCTION Not applicable

3. ADDITIONAL FEES IN EXCESS OF GENERAL FEE

If the Consultant performs services for revisions of plans as described in ARTICLE I, Section 15 or other services for which an additional fee is provided, he shall be paid an amount based on one of the following methods:

PAYMENT METHOD 1 - LUMP SUM: Not applicable unless specified in the SPECIAL PROVISIONS.

PAYMENT METHOD 2 - COSTS or COSTS PLUS A NET FEE: See Article II Section 1.GENERAL FEE.

4. PAYMENT FOR TERMINATION OF WORK

In the event the Department sees fit to notify the Consultant to abandon, limit or defer the work under this Contract, or any part thereof, the Consultant shall be paid for any uncompensated work satisfactorily performed prior to date of said notice in one or more of the following methods, as shall be determined by

the Director:

- a) Lump sum amount: Not applicable unless specified in the SPECIAL PROVISIONS.
- b) By costs plus a net fee as stated in ARTICLE II, Section 1, Payment Method 2. Such net fee, if applicable, shall be in proportion to the amount of work performed.
- c) By payment of work completed as applied to costs of each unit of work, if applicable.

If the work to be performed under this Contract is terminated due to bankruptcy proceedings, or for any other cause due to action or inaction by the Consultant, the Consultant shall be paid for any uncompensated work satisfactorily performed prior to said termination as so stated above, minus the percentage of all previous partial payments, if any, which were retained, as part security for fulfillment of this Contract. This amount will be forfeited by the Consultant to the Department to compensate for damages suffered by the Department due to the Consultant's failure to complete the Contract.

5. PAYMENTS

Partial payments against the General Fee shall be due and paid monthly upon approval by the Executive Director of the Consultant's invoice for all services performed to the end of the preceding month.

No compensation will be paid for services that are rendered prior to the date of the Notice to Proceed or beyond the duration specified in the contract, as amended.

Partial payments against the General Fee shall be for the value of all services performed as shown on invoices submitted by the Consultant and approved by the Executive Director. Invoices must be accompanied by actual or certified copies of time records of the consultant's employees and receipted bills from other firms for work authorized and performed under the provisions of this Contract. Invoices and all supporting documentation shall be submitted in quintuplicate: an original and four legible copies.

Partial payments shall be based on actual salaries paid monthly as specified under ARTICLE II Section 1. Method 2 paragraph (a); plus costs as specified under paragraph (b); plus the proportionate share of the net fee, if applicable, as specified under paragraph (c), which represents the percentage of work completed to date covered by the monthly invoices; plus reimbursement for authorized direct expenses based on receipted bills as provided under paragraph (d).

The Department reserves the right to defer any partial payments when the ratio of the total salary costs billed (exclusive of direct costs) to the total salary costs as shown in the original proposal is greater than the ratio of the work completed to the total work to be performed under the contract provisions.

Payments on account of additional fees for revisions or for other services as specified in ARTICLE II Section 3 shall be due and payable upon approval by the Executive Director of the Consultant's invoices for such services performed to the end of the preceding month accompanied by actual or certified copies of paid invoices and/or payrolls for the same, if required under the method of payment used.

Payments in reimbursement to the Consultant for direct costs and expenses incurred by him or any of his sub-consultants shall be due and payable upon submission and approval by the Executive Director of the Consultant's invoice accompanied by actual or certified copies of paid invoices and/or payrolls for the same. No premium payments shall be made for overtime work unless previously approved by the Executive Director.

Periodic invoices shall, in addition to current charges, incorporate all previous charges, either paid or unpaid, for services performed under the contract through the date of each such invoice. Periodic invoices shall also segregate and accumulate, for Payments Method 2, total salary costs and indirect cost billed by the Consultant, and subconsultants if applicable, fiscal year end.

All invoices and time records shall contain a statement that the Consultant certifies, under the pains and penalties of perjury, that all work for which payment is requested has been performed and that such performance is in full compliance with the provisions of the Contract.

6. RETAINAGE

The Department reserves the right to retain a percentage of all amounts due for partial payments made against work performed under this Contract, except for amounts due for actual reimbursable direct costs, as part security for the fulfillment of this Contract by the Consultant. If this right is exercised, it shall be further described in the SPECIAL PROVISIONS.

7. RECORDKEEPING, AUDIT, AND INSPECTION OF RECORDS

All costs and expenses as described in the foregoing paragraphs are to be determined by actual records kept by the Contractor in accordance with the provisions of this Contract and are subject to final audit by the Massachusetts Department of Transportation and/or (or its designee) and the FTA. The total partial payments made hereunder shall be adjusted to conform to determinations made in such audit(s). Payments as made to the Contractor shall be subject to adjustments on the basis of final audit by the Massachusetts Department of Transportation. At their discretion, the Department and the FTA may undertake interim audits and make retroactive Interim payment adjustments as a result of such audits at any time during the term of this Contract.

The Contractor is obligated to maintain in an acceptable form books, records, and other compilations of data pertaining to the performance of the provisions and requirements of this Contract to the extent and in such detail as shall properly substantiate claims for payment under this Contract, including complete employee time and payroll records, as well as documents, papers, and other evidence pertaining to billings to the Massachusetts Department of Transportation and/or under this Contract; and shall also maintain records supporting the original cost proposal on this Contract. The Contractor shall make such materials available at its office at reasonable times during the term of this Contract and thereafter for inspection by the various agencies and entities identified in this Section; and copies of such materials shall be furnished upon request of the Massachusetts Department of Transportation or its designee or the FTA.

The Contractor shall comply with any programmatic or fiscal reporting requirements identified in this Contract, including format, contents, detail and submission requirements. The Contractor's failure to timely submit required reports may be considered a material breach of this Contract and may subject the Contractor to delayed or reduced payments without penalty to the Massachusetts Department of Transportation.

All such records and reports, noted above, shall be kept for a minimum period of seven (7) years or until the resolution of any litigation, claim, negotiation, audit or other action involving the records which arise at any time during the retention period. All document retention periods shall begin on the first day after final payment under this Contract. If any litigation, claim negotiation, audit or other action involving the records has been started before the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting there from, or until the end of the applicable retention period whichever is later.



Pursuant to Executive Order No, 195, or as amended, the Massachusetts Department of Transportation, the Governor of the Commonwealth of Massachusetts or his/her designee, the Secretary of Administration and Finance, the State Auditor, or their duly authorized designees, shall have access, at reasonable times and upon reasonable notice to examine the books, records, reports, and other compilation of data of the Contractor noted above which pertain to the performance of the provisions and requirements of this Contract. Such access shall include on-site audits, review, and photocopying of such records, reports or other data, at a reasonable expense.

DISCHARGE OF MORTGAGE

Barnstable County, acting by and through the Cape Cod Commission, the holder of a mortgage

By **James Kennedy**

to **Barnstable County, acting by and through the Cape Cod Commission,**

dated **June 5, 2001**

recorded with the **Barnstable County Registry of Deeds Book 13920 Page 201**

acknowledges satisfaction of the same.

Witness our hand and seal this _____ *day of September 2016*

BARNSTABLE COUNTY,

As County Commissioners

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this _____ day of September 2016, before me, the undersigned notary public personally appeared _____

and proved to me through satisfactory evidence of identification, which was _____, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

DISCHARGE OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that **BARNSTABLE COUNTY**, also known as the **BARNSTABLE COUNTY HOME PROGRAM**, of Barnstable County Department of Human Services, P.O. Box 427, 3195 Main St., Barnstable, MA 02630, the holder of a certain Mortgage, bearing the date of May 28, 1996, made and executed by **HARWICH ECUMENICAL COUNCIL FOR THE HOMELESS, INC., 255 Main Street, West Harwich, Massachusetts 02671-0324**, as Mortgagor, to **BARNSTABLE COUNTY**. as Mortgagee, and recorded in the Barnstable County Registry of Deeds on June 28, 1996 in Book 10279, Page 234, does hereby cancel and discharge the same.

Property Address: **6-8 SACHEM VILLAGE ROAD, WEST DENNIS, MASSACHUSETTS**

In Witness Whereof, the said **BARNSTABLE COUNTY** has caused its corporate seal to be hereunto affixed, and these presents to be signed, acknowledged and delivered, in its name and behalf by its County Commissioners hereunto duly authorized this _____ day of October, 2016.

BARNSTABLE COUNTY
By its County Commissioners:

COMMONWEALTH OF MASSACHUSETTS

County of Barnstable, ss.

On October _____, 2016, before me, a Notary Public, personally appeared _____, County Commissioner, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature of the instrument the person, or the entities upon behalf of which the person acted, executed the instrument.

Notary Public:
My commission expires:

COUNTY OF BARNSTABLE
PURCHASING

DEPARTMENT OF FINANCE
SUPERIOR COURT HOUSE
P.O. BOX 427
BARNSTABLE, MASSACHUSETTS 02630

Elaine Davis
Chief Procurement Officer

Phone: (508) 375-6637
Fax: (508) 362-4136
Email:
edavis@barnstablecounty.org

September 15, 2016

MEMORANDUM

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

Barnstable County issued An Invitation for Bids for Processing Recyclable Materials on behalf of the Towns in Barnstable County. Bids were opened on August 17, 2016 and five (5) bids were received.

Please vote to award the bids to the responsive, responsible bidders offering the lowest prices as follows:

Town of Provincetown:

- Cardboard: Miller Recycling Corporation at PPW OCC #11 New England, High Side minus \$18 processing fee

Town of Brewster:

- Mixed paper: Miller Recycling at \$25/ton rebate Fixed Price
- Comingled: Allied Waste at \$0/ton (no tipping fee, no rebate) Fixed

Town of Sandwich:

- Comingled w/glass: Allied Waste \$0/ton Fixed Price
- Mixed Paper – Miller Recycling at \$25/rebate Fixed Price

The Towns will enter into their own contract with the vendors.

Thank you.

County Commissioners:

Sheila Lyons

Mary Pat Flynn

Leo Cakounes

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

September 14, 2016

MEMORANDUM

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

Barnstable County issued an Request for Proposals for Marketing Services for the Department of Human Services – Regional Substance Abuse Council. One proposal was received from Grouper Design. The Evaluation Committee reviewed the proposal and determined that it was advantageous.

Please award the contract to Grouper Design, as the responsive, responsible bidder offering the most advantageous proposal at the following costs:

Services at \$110 per hour:

Strategic Marketing Consultant
Social Media Management
Art Direction
Client Strategic Meeting
Graphic Design
Photo Manipulation
Digital Photography

Services at \$95/hour

Page Layout
File Manipulation
Project Management
Client Support Services
Logo CD Creation
Final File Preparation/Submitting Files

Services at \$75/hour – Copywriting

Services at \$60/hour – Travel

The term of the contract will be one year from execution of the contract with two one year options to renew.

Thank you.

County Commissioners:

Sheila Lyons

Mary Pat Flynn

Leo Cakounes

Date

COUNTY OF BARNSTABLE
PURCHASING

DEPARTMENT OF FINANCE
SUPERIOR COURT HOUSE
P.O. BOX 427
BARNSTABLE, MASSACHUSETTS 02630

Elaine Davis
Chief Procurement Officer

Phone: (508) 375-6637
Fax: (508) 362-4136
Email:
edavis@barnstablecounty.org

August 22, 2016

MEMORANDUM

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

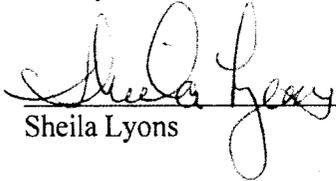
Barnstable County issued an Invitation for Bids for the Supply and Delivery of a New Dredge. One bid was received from Ellicott Dredges at a cost of \$1,897,500.00. Ellicott is the company that built the current dredge, The Cod Fish. The Dredge Superintendent, Wayne Jaedtke recommends awarding the bid to Ellicott (see attached memo). The County has developed the following payment terms with the vendor:

- 20% of cost as down payment upon execution of the contract
- 30% proof of hull completion and dredge pump assembly and main engine on site
- 30% at Factory Acceptance Test witnessed by County personnel
- 20% upon final inspection, final testing, completion of training and launch of vessel

Please award the bid to Ellicott Dredges as the responsive, responsible bidder offering the lowest price.

Thank you.

County Commissioners:


Sheila Lyons


Mary Pat Flynn


Leo Cakounes

8/31/16
Date

**COUNTY OF BARNSTABLE
DEPARTMENT OF DREDGING
SUPERIOR COURT HOUSE
PO BOX # 427
BARNSTABLE, MASSACHUSETTS
02630**

DATE: August 22, 2016

TO: Barnstable County Commissioners

FROM: Wayne Jaedtke,

RE: Building a new dredge for the County of Barnstable Proposal

It is my recommendation to the County Commissioners to accept the proposal received from Ellicott Dredges for the construction and delivery of a new dredge for the County of Barnstable. Ellicott was the only bid received. Ellicott is the dredge manufacturer that built the County Dredge Cod Fish that has proven to be a well-designed and constructed dredge. Ellicott has been manufacturing dredges for more than 100 years and is known to do high quality work.

If you have any questions, please feel free to contact me.

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 _____ 2016 by and between Ellicott Dredges, LLC (hereinafter referred to as Contractor), and Mary Pat Flynn, Sheila Lyons 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 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 300 days of the execution of the contract, unless an extension of time is agreed to in writing.
4. Payment. \$1,897,500.00 to be paid as follows:
 - 20% of cost as down payment upon execution of the contract (\$379,500.00)
 - 30% proof of hull completion and dredge pump assembly and main engine on site (\$569,250.00)
 - 30% at Factory acceptance test witnessed by County personnel (\$569,250.00)
 - 20% upon final inspection, final testing, completion of training and launch of vessel (\$379,500.00)
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 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 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 _____ in the year two thousand and Sixteen.

FOR THE COUNTY:

BARNSTABLE COUNTY COMMISSIONERS:

Leo Cakounes

Mary Pat Flynn

Sheila Lyons

Date

FOR THE CONTRACTOR:

Paul P. Quinn Paul P. Quinn

Sept. 9 2016
Date

ATTACHMENT A – SCOPE OF SERVICES

General Minimal Specifications:

- 1) Hull made up in three sections: one center tank and two side tanks.
- 2) Hull LOA= Minimum 50 feet
- 3) Hull WOA= Minimum 20 feet
- 4) Maximum dig depth = 40 feet
- 5) Minimum digging depth = 5 feet
- 6) Hull & ladder LOA Minimum = 65 feet Maximum = 90 feet
- 7) Hull design to A.B.S. River Rules.
- 8) Main hull end, bottom, sides and deck plates' ¼" thickness minimum.
- 9) Main hull internal bulkheads ¼" thickness minimum.
- 10) Fuel tank capacity = 3000 U.S. gallons minimum.
- 11) Side hull tanks, ends, bottoms, sides, bulkheads and deck plates to be 1/4" thickness minimum.
- 12) Zinc anodes with bolt on connections.
- 13) Bow sections adjacent to ladder on main hull and side tanks will have 45 degree rake on the bottom 3.0 feet of the hull.
- 14) Watertight manhole covers for all voids and hull sections.
- 15) Side tanks will have two, 2.5" by 2.5" by .375" steel angles welded continuous top and bottom, 13.5" apart along the top of the outboard sides of the side tanks.
- 16) Push posts made of 4"x 4" x 0.50" steel angle by 20" high to be welded on the four corners outboard of the handrails and one each mid ship on port and starboard sides of dredge, outside handrail posts and access ways.
- 17) Towing pad eyes welded on bow and stern of side tanks.
- 18) Four, 16 inch rope cleats on deck per side on the two side tanks.
- 19) Four lifting lugs on main hull and side hull tanks each.
- 20) Lever room, engine room and pump room are to be fully enclosed structures. All steel work is to be sandblasted to remove mill scale and create profile prior to painting.
- 21) Water tight bulkhead between pump room and engine room!

Lever Room and Control Panel

- 1) Welded lever room with windows on four sides and lockable doors. Windows will be shatterproof Plexiglas.
- 2) 1- Rotating operators chair with adjustable positioning.
- 3) Bus type heater with four vents and circulating fan that operates off main engine coolant system.
- 4) Desk type control panel with fingertip levers for all dredging functions and illuminated dials for night operations.
- 5) The following lever room instrument controls included:
 - a) Dredge pump vacuum gauge.
 - b) Dredge pump discharge pressure gauge.
 - c) Cutter head hydraulic pressure gauge.
 - d) Swing winch hydraulic pressure gauge
 - e) Service water pressure gauge.
 - f) Engine tachometer gauge for main engine.
 - g) Engine oil pressure gauge for main engine.

- h) Engine water temperature for main engine.
- i) Engine throttle control main engine.
- j) Instrument light switch with dimmer.
- k) Engine voltage gauge.
- l) Port swing winch, forward and reverse and speed control.
- m) Starboard swing winch, forward and reverse and speed control.
- n) Port spud, raise, lower and free-fall control.
- o) Starboard spud, raise, lower and free-fall control.
- p) Dynamic hydraulic braking for each winch.
- q) Ladder hoist, lower and hold control with depth gauge in view of operator.
- r) Flow meter for material passing through the discharge pipe.
- s) Reduction gear oil pressure.
- t) Cutter head forward and reverse and neutral switch with speed control.
- u) 12 volt, 500 watt power supply.
- v) 110 volt 15 amp service in lever room
- q) Low level alarm for hydraulic oil reservoir.

Service Water System

- 1) Centrifugal service water pump driven off main dredge pump engine.
- 2) Sea chest with shut-off valve built into the hull with stainless steel strainer.
- 3) Dredge pump priming evacuator (water powered) with stainless steel piping and drain valves mounted at low points to drain the system completely.
- 4) **Stainless steel deck wash valve with hose bib with stainless steel piping and drain** valves mounted at low points to drain the system completely.

(Note: All service water piping is required to have drain valves at the low points in order to drain the systems completely to keep from freezing after shut down.

Diesel Engine

- 1) Main engine preferred power: Caterpillar C32 Marine engine and marine transmission with 850 HP horsepower.
- 2) Hospital Grade exhaust muffler.
- 3) 24 volt D.C. electric starters with 105 ampere alternator and 220amp-hour batteries minimum.
- 4) Engine mounted gauges and Marine Power Display (IQAN) in lever room.
- 5) M/E engine to have throttle control from lever room.
- 6) Fresh water cooling systems for engine.

Main Pump Reduction Gear

- 1) Twin Disc Marine Gear MG5202SC or equal.
- 2) Atra-Flex flexible coupling size M-7HS or equal between marine gear and main pump drive shaft.

Dredge Pump Specifications

- 1) GIW Slurry Pump and Bearing Assembly Model# LSA-12x14-36.5HF A/4ME HHP
- 2) Suction side of pump 14 inch diameter, discharge side 12 inch diameter
- 3) Replaceable pump parts are to include:
Pump case, impellor, suction side head liner, back liner and stuffing box wear sleeves with 750 BHN minimum.
- 4) Main pump discharge angle is to be 45degrees from vertical coming off the bottom of the pump.
- 5) Rock box cleanout on suction side of pump.
- 6)

Production Equipment

- 1) Production gauges will include a flow meter mounted in the lever room monitoring the dredged material passing through the pipe.

Swing Winches

- 1) Two independent, reversible hydraulically driven swing winches with 10,500 pounds of single line pull at 75 feet per minute with single lever control.
- 2) Dynamic hydraulic breaking with totally enclose mooring brake.
- 3) Two 240' x 5/8" swing wires with heavy marine lube coating and one spare wire.

Dredge Ladder

- 1) Heavy duty dredging ladder fabricated from structural steel with 14" I.D. x 3/8" wall, abrasion resistance pipe bolted internally to eliminate dragging at shallow digging depths.
- 2) Hydraulic hoses for the cutter will run down the top of the ladder.
- 3) Heavy galvanized serrated bar grating to be mounted and secured over hydraulic lines on the ladder for walkway to cutter head.
- 4) Steel pins to secure ladder in raised position.
- 5) Two submersible grease lubricated swing blocks for 5/8" wire.
- 6) Two 500 lb. Danforth type anchors.
- 7) Heavy duty trunion's with removable grease lubricated pins mounted in hull ladder well.
- 8) Two, grease lubricated swing sheave blocks for 5/8" wire.
- 9) 40 foot deep digging depth capability.
- 10) Submerged piston type hydraulic cutter head motor with variable speed from 0 to 35 R.P.M. and 100 H.P. powered by main engine.
- 11) Six (6) blades, cast steel, plain edge cutter head. Blades shall be replaceable.

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 or winches operated from lever room to lift spuds. Spuds will have a free fall and a controlled lowering capability.
- 2) Single lever control for each spud in control room.

- 3) Weather tight, corrosion resistant enclosures will be installed for all electrical components, one foot minimum above the deck level.

Spuds and Spud Carriage

- 1) The dredge will have one stern mounted traveling spud and carriage built into the stern of the main hull. Spud carriage travel will be a minimum of five feet.
- 2) The dredge will have one fixed spud mounted on the stern of the dredge adjacent to the traveling spud.
- 3) Spud length will be ten feet greater than the digging depth ability of the dredge.
- 4) Solid steel points on bottom and capped with a lifting pad eye on top.
- 5) Spuds will be two, tubular steel, 16 inch O.D pipe with a wall thickness of 0.500 inch continuous over the length.
- 6) Spuds will have steel cross tubes installed to support the spud when fully hoisted and every six feet on center over the total length of the spud. Spud pin tubes will be 2 inch diameter pipe with 3/8 inch wall thickness welded in place.
- 7) Spud pins will be 1-1/2 inch steel round bar with a tee head stop on one end and a safety retaining bolt hole in the other end.
- 8) Spud gates that allow easy spud removal.
- 9) Two spud collars to keep spud hoist slings clear of spud gates.
- 10) The bearing area between the spud and the spud gates will be greater than 7.0 square feet between the upper and lower gate. The total bearing area for (2) spuds equals 14 square feet minimum.
- 11) Spud gates will be hinged for easy spud removal.

Hydraulic System

- 1) The hydraulic system will operate on biodegradable hydraulic fluid. All components of the system should be rated accordingly.
- 2) Hydraulic pump will be connected through flexible couple and operate off the main engine.
- 3) Individual circuits for the cutter head motor, ladder hoist, swing winches, spud carriage and spud hoist. Each function operated by single lever from lever room.
- 4) The hydraulic pump shall be protected by 75 mesh suction strainer with magnets and a return line 10 micron filter.
- 5) All circuits to be protected with relief valves.
- 6) Forward, neutral and reverse on all functions. Speed control provided for swing winches and cutter head.
- 7) Low hydraulic oil level will have visual site glass on the tank with an audible and warning light alarm in the lever room.

Dredge Piping

- 1) Piping on suction side of pump will be 14 inch I.D. x 3/8 inch wall, abrasion resistant pipe throughout ladder, and hull piping.
- 2) Standard 14 inch ID x 1.5 inch thick, 16 bolt flange welded to the deck pipe at the discharge point on the dredge.
- 3) Rock box cleanout provided on suction side of pump.
- 4) Discharge pipe 14 inch ID x 3/8 inch wall, abrasion resistant pipe.
- 5) 14" Flapper valve to be inline on deck discharge pipe.
- 6) Main pump priming evacuator powered by water.
- 7) Sea chest with removable stainless steel strainer.
- 8) All service water piping and fittings are to be stainless steel with drain valves at the lowest points to drain the system completely.
- 9) Vacuum and pressure gauge pipe lines and fittings are to be stainless steel.

10) Heavy couplings will be used where piping passes through deck and bulkheads.

Lighting

- 1) All lights shall be LED powered by diesel engine batteries. The deck lights shall be a minimum of 1,000 lumens. Other lights size shall be determined by the area covered.
- 2) Two deck lights on forward end and two deck lights on aft end.
- 3) Two mast mounted deck lights mid ship with navigation lights.
- 4) One dome light in lever room.
- 5) Six lights in pump room.

Safety Equipment

- 1) Deck edge safety handrail around the perimeter of dredge and set back on deck six inches.
- 2) A.B.C. 40 lbs. fire extinguishers (two).
- 3) Two, 2000 gallon per hour automatic bilge pumps for dredge pump room. One forward and one aft on the discharge side of main pump.
- 4) Life rings (two).
- 5) High water sensor in pump room with alarm in lever room.

Spare Parts List

- 1) 1-Main pump shell.
 - 2) 1-Main pump impellor.
 - 3) 3-Front head liner.
 - ~~4) 2-Back head liner~~ *PG*
 - 5) 2-Main pump shaft wearing sleeve.
 - ~~6) 1-Water ring~~ *PG*
 - 7) 1-Service water pump assembly
 - 8) One spare cutter head work ready.
 - 9) One spare rock box.
 - 10) Flanged, flexible rubber suction hose.
 - 11) One complete set of replacement cutter head blades.
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Painting

- 1) The main hull and side tanks shall be sand blasted inside and outside to a commercial grade SSPC-SP6. All other steel work shall be sandblasted or wire brushed and thoroughly cleaned of loose mill scale, rust, dust, dirt, oil and any other foreign matter prior to painting.
- 2) The paint work will include stripe coating all welds and angles with PPG Ameron primer and paint. The hull shall be given one coat of PPG Ameron primer and paint or equal on the interior and exterior of (5) mils thickness dry and an additional coat of PPG Ameron primer and paint or equal on the exterior of (5) mils dry thickness. Heavy grit non-skid paint will be applied to all of the deck area.
- 3) Underwater hull will have an additional two coats of Ameron antifouling paint or equal (5) mils thick when dry. Anti-fouling paint is to be included and applied prior to launching.

Auxiliary Equipment

- 1) Deck crane to handle pump parts.
- 2) Tool Kit

- 3) Impellor lifting hook
- 4) Navigation mast with required navigation lights for the vessel

Instruction Manuals

Two sets of manuals shall be provided in the English language each operation and parts including the following but not limited to:

- Instructions giving the frequency and specifications for lubrication and maintenance of equipment.
- Illustrated assembly drawings with dimensions and part numbers for manufactured equipment.
- Illustrated assembly drawings with manufacturer's name and part numbers for other equipment purchased and incorporated into the manufactured dredge.

Warranties

All prices are to include a warranty (for government use) which at a minimum will include:

The Equipment will be free from defects in material and workmanship for a period of 12 months.