

AGENDA PACKET

09/12/18 REGULAR MEETING

AGENDA ITEM 8a

Authorizing the execution of an amendment to a memorandum of understanding with the Yarmouth Chamber of Commerce to operate Route 6 Rest Area facilities, for the periods of July 1, 2017 through October 31, 2017 and May 1, 2018 through June 30, 2018

AMENDMENT
BETWEEN

Barnstable County
Superior Courthouse
3195 Main Street
Barnstable, MA 02630

And

Yarmouth Chamber of Commerce
424 Route 28
West Yarmouth, MA 02673

THE MEMORANDUM OF UNDERSTANDING, made the thirtieth day of June 2017 by and between Yarmouth Chamber of Commerce (hereinafter referred to as the Chamber), and Barnstable County (hereinafter referred to as the County) but without any personal liability, is hereby amended as follows:

The parties agree that pursuant to the grant that the Chamber shall be reimbursed monthly commencing July through October 2017, and again from May 1, 2018 through December 31, 2018 pursuant to this assignment by filing monthly invoices with the County Commissioners detailing expenses to date and providing current visitor numbers as they become available

This Amendment will not change any of the stipulations of the original, previously defined agreement.

IN WITNESS WHEREOF, the County and the Chamber have executed this Amendment this ____ day of September in the year two thousand and eighteen.

FOR BARNSTABLE COUNTY:

FOR YARMOUTH CHAMBER OF COMMERCE:

Leo G. Cakounes, Chair

Tom Nickinello, President

Ronald R. Beaty, Vice Chair

Mary Vilbon, Executive Director

Mary Pat Flynn, Commissioner

Date

Date

MEMORANDUM OF UNDERSTANDING
BETWEEN
BARNSTABLE COUNTY
AND
YARMOUTH CHAMBER OF COMMERCE

This document represents the legal understanding between the Commissioners of Barnstable County Regional Government (BCC) as Administrators of a Local License Plate Grant award in the amount not to exceed \$40,000 awarded to the Yarmouth Chamber of Commerce (YCC), grant recipient, pursuant to Legislation enabling the Barnstable County Commissioners under Massachusetts General Law C. 90 Sec. 2 to act to promote tourism and economic development on Cape Cod through the award of License plate funds.

Whereas, the Commonwealth of Massachusetts, is the owner of a parcel of land on Route 6 located approximately at the Yarmouth / Barnstable border historically utilized as a public rest area and

Whereas the Commonwealth of Massachusetts has historically assigned the right and duty to operate the facilities located at said rest area including convenience facilities and a tourist information center to Barnstable County for a period of time up to and including Memorial Day weekend in May until Columbus Day weekend in October, and Whereas the County will extend that assignment with the Commonwealth for this next term but has agreed to transfer that assignment to the grant recipient YCC, YCC hereby agrees to the following as a condition precedent to receiving grant funds:

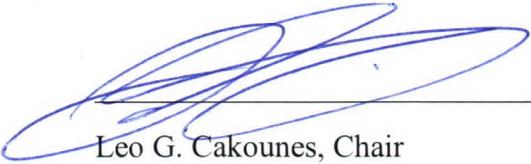
1. The facilities and convenience center shall be opened daily from 7:30 am until approximately 9:00 pm with hours subject to reasonable business judgment at the discretion of the YCC, and that the duty of maintaining the facilities in a clean welcoming condition at all times shall be the grant recipient's imperative. The parties acknowledge that the Commonwealth of Massachusetts under the terms of this assignment will supply cleaning supplies including mops, brooms and toilet paper but excluding soap for the soap dispensers.
2. The YCC acknowledges and agrees that it is the customary practice of the Commonwealth to provide all landscaping subject to the Commonwealth's availability but that at times the task by necessity may fall to the YCC.
3. The YCC acknowledges that the Commonwealth is responsible for all fixtures and repairs thereto including septic pumping, the past schedule TBD through Mass Dot, and plumbing, lighting and painting related to reasonable wear and tear. The YCC accepts and agrees to providing emergency repairs and services to the facilities should the Commonwealth become unavailable to perform repairs and services in a timely matter, with a maximum of \$500 per incident and a total of \$1,500 annually. The YCC accepts and acknowledges that the paramount purpose of this grant is to provide a clean and welcoming service area all times during public opening and that upon receipt of this assignment that responsibility falls solely to the grant recipient.
4. Trash collection and disposal is the responsibility of the YCC.

5. The Parties acknowledge that revenue from the EDC Grant shall be used on a supplemental basis to offset staff costs incurred serving the information center with priority assessed to the facilities operation and management not to exceed the grant amount.
6. If the management of the facility becomes too costly or burdensome, YCC has the right to notify the County with a two-week notice that they will no longer be able to provide the outlined services. Should YCC abandon the service the County reserves the right to cease payment of the grant fund upon receipt of notice, and henceforth void the grant in its entirety.

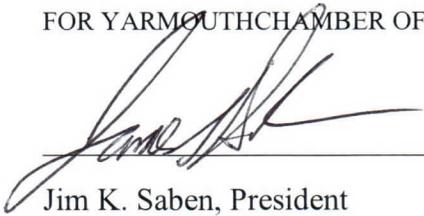
The parties agree that pursuant to the grant that the YCC shall be reimbursed monthly commencing July through October 2017, and again in May, June 2018 pursuant to this assignment by filing monthly invoices with the County Commissioners detailing expenses to date and providing current visitor numbers as they become available.

BARNSTABLE COUNTY COMMISSIONERS

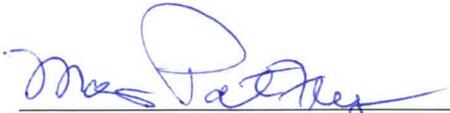
FOR YARMOUTH CHAMBER OF COMMERCE



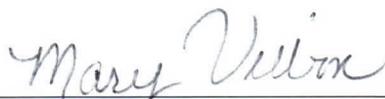
Leo G. Cakounes, Chair



Jim K. Saben, President



Mary Pat Flynn, Vice-Chair



Mary Vilbon, Executive Director



Ron Beaty, Commissioner

6/30/17

Date

06/28/17

Date

COMMONWEALTH OF MASSACHUSETTS

BANRSTABLE, SS.

At the Superior Courthouse Building on the twenty-eighth day of June A.D. 2017, motion by Commissioner Beaty to execute a Memorandum of Understanding between Barnstable County and the Yarmouth Chamber of Commerce for the operation of the facilities located at the Route 6 rest area, in coordination with the previously awarded Grant not to exceed \$40,000 derived from the License Plate Fund for the purpose of promoting tourism and economic development, for the periods of July 1, 2017 through October 31, 2017 and May 1, 2018 through June 30, 2018 as presented, 2nd by Commissioner Flynn, approved 3-0-0.

Leo G. Cakounes, Chair: Y

Mary Pat Flynn, Vice-Chair: Y

Ronald R. Beaty, Commissioner: Y

A true copy, Attest:



County Clerk

AGENDA ITEM 8b

Authorizing the approval of a reimbursement request from Kristy Senatori, Acting Executive Director of the Cape Cod Commission, for July of 2018



OUT-OF-STATE TRAVEL AUTHORIZATION

Please complete the information below:

Employee Name & Title: Kristy Senatori, Acting Executive Director

Date(s) of Travel: July 8 - July 12, 2018

Destination: San Diego, CA

Trip Purpose:

To attend ESRI User Conference, world's largest GIS conference, to learn about new GIS best practices for government, learn new skills and find out about emerging technologies. Registration is complimentary with Cape Cod Commission's ESRI licenses (value of \$1,595). Please see link below for agenda and conference info (agenda is not available in printable format): <http://www.esri.com/about/events/uc>

Please attach conference material (ie: agendas, event schedules)

Approximate cost(s) of:

Conference Registration Fee:	\$ _____	Transportation:	\$ _____	820.00	
Hotel:	\$ _____	1,200.00	Meals (\$38/day with receipts):	\$ _____	190.00
			Total Estimated Cost(s):	\$ _____	2,210.00

Approvals:

Please note: This is not an approval of expense reimbursement

Approved by:	_____	_____
	Department Director	Date
Approved by:		<u>5-17-18</u>
	County Administrator	Date

Employee(s) are required to write a written Travel Report and give a presentation to the Commissioners within 30 days of their return.

Kristy Senatori

From: Kristy Taft Senatori <kristytaft@gmail.com>
Sent: Tuesday, August 28, 2018 2:44 PM
To: Kristy Senatori
Subject: Fwd: Receipt Request

Begin forwarded message:

From: JetBlue Airways <donotreply@jetblue.com>
Date: August 28, 2018 at 2:15:14 PM EDT
To: <KRISTYTAFT@GMAIL.COM>
Subject: Receipt Request



TRAVEL PURCHASE

Date: April 20, 2018

Record Locator: XLXBCA

Ticket Number(s): 2792199257835; 2792199257836; 2792199257837; 2792199257838

Traveler(s): SENATORI, KRISTY MRS; SENATORI, ALEXANDER T MR; SENATORI, SAVANNAH MAE MISS; SENATORI, ANNABELLE GRACE MISS

Flight Details:	Flight Number	City Pair
	2819	BOS-SAN

Travel Date:	July 07	
Base Fare:	\$628.84	USD
Taxes:	\$103.96	USD
Base Fare Total:	\$732.80	USD
Payment(s):	Mastercard XXXXXXXXXXXXX2685	

\$732.80 / 4 USD

TOTAL PAID*: \$732.80 (USD)

*Includes all fares, taxes, fees and penalties less any amounts refunded

↳ \$183.20

Please call 1-800-JETBLUE (1-800-538-2583) for additional assistance.

Positive identification required for airport check-in.

Notice:

Carriage and other service provided by the carrier are subject to conditions of carriage, which are hereby

incorporated by reference. These conditions may be obtained from the issuing carrier. E-ticket Receipt total includes airfare, taxes, and fees applicable to air care, baggage fees, and Even More fees, as may be applicable.

IMPORTANT LEGAL NOTICE

OMNI HOTELS & RESORTS

Receipt for Kristy Senatori Confirmation #40033271252

 Print  PDF



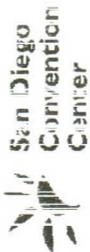
Omni San Diego Hotel
675 L Street
San Diego CA US 92101
Phone: 619-231-6664

Room No: 1833
Nights: 4 nights
Arrival: 07/07/2018
Departure: 07/11/2018

Stay Charges:

Date	Description	Amount
07-07-2018	Palm Terrace Pool & Bar	2.16 USD
07-07-2018	Room Service	57.33 USD
07-07-2018	Room Charge	275.00 USD
07-07-2018	10.5% City Occupancy Tax	28.88 USD
07-07-2018	.22% California Tourism Assessment Fee	0.61 USD
07-07-2018	2% SD Tourism Marketing District	5.50 USD
07-08-2018	Room Charge	275.00 USD
07-08-2018	10.5% City Occupancy Tax	28.88 USD
07-08-2018	.22% California Tourism Assessment Fee	0.61 USD
07-08-2018	2% SD Tourism Marketing District	5.50 USD
07-09-2018	Room Service	70.42 USD
07-09-2018	Room Charge	275.00 USD
07-09-2018	10.5% City Occupancy Tax	28.88 USD
07-09-2018	.22% California Tourism Assessment Fee	0.61 USD
07-09-2018	2% SD Tourism Marketing District	5.50 USD
07-10-2018	Room Charge	275.00 USD
07-10-2018	10.5% City Occupancy Tax	28.88 USD
07-10-2018	.22% California Tourism Assessment Fee	0.61 USD
07-10-2018	2% SD Tourism Marketing District	5.50 USD
07-11-2018	MasterCard	-1369.87 USD

\$1,239.96
Total Due: 0.00 USD



Starbucks Hall C
111 W. Harbor Dr. San Diego, CA

1158 Daniel

12517

JUL09'13 10:24AM

1 G Coffee 3.00
1 Iced Lemon Pound 3.25
FOOD 3.25
BEVERAGE 3.00
PAYMENT 6.25
Cash 20.00
CHANGE DUE 13.75
---1158 Closed JUL09 10:24AM----

SBUXC__WS2



La Puerta
RESTAURANTE MEXICANA

La Puerta
560 4th Avenue
619-696-3466

Server: Stephante
34/1
Guests: 3

07/09/2018
2:11 PM
20050

Guacamole 13.00
Grilled Veggie Burrito 11.00
SD \$ Crema 1.00
Cheese Quesadilla 9.00
Grilled Veggie Quesadilla 9.00
SD \$ Rice 3.00
Shotok 46.00
Tax 3.57

Total

49.57

Balance Due 49.57

Thank You
Come Again !!!
Suggested Gratuity
20% Tip = \$9.94
18% Tip = \$8.94
15% Tip = \$7.45
#LaPuertaSD
#TacoGangster
#FatATABar

\$25.00

(\$38.00 daily out-of-state allowance)



Starbucks Hall C
111 W. Harbor Dr. San Diego, CA

1113 Christine T.

10'18

9:23AM

1 *Diner 4.25
1 Bender Walnut Br 3.25
FOOD 3.25
BEVERAGE 4.25
PAYMENT 7.50
Cash 10.00
CHANGE DUE 2.50
---1113 Closed JUL10 09:23AM----

SBUXC__WS1

Boston Logan Airport

Massport Facilities
1 Harborside Drive, Suite 200B
East Boston, MA 02128
Phone: (617) 561-1973

Receipt 6540/0682/682 07/13/18 19:22
Location of your car:

Pay Parking Ticket \$ 182.00
Epan: 7917011218189709540
Entered: 07/07/18 05:42
Paid: 07/13/18 18:22
Length of stay: 6 Dg, 17 Hr., 40 Min.
0299048791701121818970954077

Total Amount \$ 182.00

Credit Mastercard \$ 182.00

Mastercard

SENIOR/ALEXANDER 0
Card No. xxxx xxxx xxxx 4983
Amount = \$ 182.00

Signature :

Thank you
Open 24 hours

900104071912202018

One Beacon

Entry Time: 07/19/18 11:15 AM
Exit Time: 07/19/18 12:20 PM
Duration: 0d, 1h, 4m.
Pay Station: 4
Tran: 9001
Ticket# 159215
Daily \$ 37.00

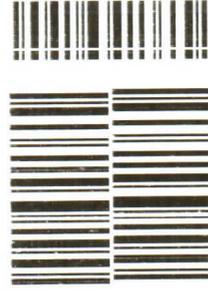
Total: \$ 37.00

MasterCard \$ 37.00
Last 4 digits: 4857
Change: \$ 0.00

07/19/18 11:15

A 01 159215

ONE BEACON ST.
GARAGE



159215

THANK YOU FOR
PARKING WITH US

158-292

* Showtime Pizza *
* (508) 385-7121 *

07-24-2018 05:50p #017957
Cshr: Supervisor
Sold To: Alex
Order is for CARRY OUT

- 1 Large 16" Pizza \$13.99
- 1 Medium 12" Pizza \$9.99
- 1 6 PC Mozz Stix \$6.59

Sub Total \$30.57
Meal Tax \$2.14

Total Tax \$2.14
Total \$32.71

Credit Crd Tendered \$32.71

Thank you

Email : showtimepizza@aol.com

\$19.40

\$104.00
(3 days of economy parking lot - see attached notes)

ECONOMY PARKING RATES

First Day:

First hour \$7.00

1 hour - 2 hours \$18.00

2 hours - 3 hours \$20.00

3 hours - 4 hours \$23.00

4 hours - 24 hours \$26.00

1 Day & 0-6 hours \$39.00

1 Day & 6-24 hours \$52.00

Each Additional Day \$26.00

ECONOMY PARKING RATES

Additional Day 0-6 hours \$13.00

Lost Parking Ticket Fee: Applicable Parking Fee + \$5.00

Complimentary Services

As a courtesy to our parking customers, Massport provides the following services free of charge:

- Jump starts
- Help with lock outs
- Lost car searches
- Air for deflated or flat tires

For assistance, please contact the Parking Supervisors office at 617-561-1673 or use any emergency call box located throughout the garages.



More in this Section

[Parking](#)

[Terminal Parking](#)

[Economy Parking](#)

[Parking Lot Status](#)

PASSport Gold

Exit Express

Hybrid and Electric Vehicles

Parking Tickets or Unpaid Fees

Transportation Options

Visiting

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Search Logan Airport

ex. "Pay a Parking Ticket"

Q

EXPLORE AIRPORT → FIND ALL SERVICES AND SERVICES WITHIN AIRPORT

MASSPORT

Logan Airport

Worcester Airport

Hanington Field

CRUISEPORT

Conley Terminal

SCHEDULES

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AGENDA ITEM 8c

Authorizing the approval of a reimbursement request from Kristy Senatori, Acting Executive Director of the Cape Cod Commission, for June of 2018

YOUR TRIP TO:

385 Woods Hole Rd

**51 MIN | 24.3 MI** **Est. fuel cost: \$2.04**

Trip time based on traffic conditions as of 2:11 PM on August 28, 2018. Current Traffic: Heavy



Print a full health report of your car with HUM vehicle diagnostics (800) 906-2501



1. Start out going **southeast** on Main St/Old King's Highway (Route 6A)/MA-6A toward Windsor Way.

Then 0.18 miles

0.18 total miles



2. Turn **right** onto Hyannis Rd.
Hyannis Rd is just past Windsor Way.

If you reach Powderhill Rd you've gone about 0.1 miles too far.

Then 0.55 miles

0.73 total miles



3. Hyannis Rd becomes Phinneys Ln.

Then 3.26 miles

3.99 total miles



4. Turn **slight right** onto Falmouth Rd/MA-28.
Falmouth Rd is 0.1 miles past Great Marsh Rd.

Then 8.34 miles

12.33 total miles



5. Enter next roundabout and take the 3rd exit onto MA-28.

Then 9.41 miles

21.75 total miles



6. Turn **slight left** onto W Main St.
Bank of America, 871 East Main Street is on the corner.

Then 0.19 miles

21.94 total miles



7. Turn **left** onto Locust St.

Then 0.34 miles

22.28 total miles



8. Locust St becomes Woods Hole Rd.

Then 2.04 miles

24.32 total miles



9. 385 Woods Hole Rd, Falmouth, MA 02540-1675, 385 WOODS HOLE RD is on the **right**.

*Your destination is 0.4 miles past Rex Ln.**If you reach F R Lillie Rd you've gone about 0.1 miles too far.*

AGENDA ITEM 8d

Authorizing the execution of a subrecipient agreement with Restore America's Estuaries, for a Southeast New England Program (SNEP) Watershed Grant to the Cape Cod Commission, in the amount of \$399,998.00 for the period of September 1, 2018 through September 30, 2020



2018 SNEP WATERSHED GRANTS

Subrecipient Agreement Between Restore America's Estuaries and Cape Cod Commission (Barnstable County)

September 1, 2018 – September 30, 2020

Contract #SNEPWG18-9-CCC

Points of Contact

For Restore America's Estuaries:

Thomas Ardito
401-575-6109
tardito@estuaries.org
P.O. Box 476, Saunderstown, RI 02874

For Cape Cod Commission (Barnstable County):

Erin Perry, Special Projects Manager
3225 Main St., Barnstable, MA 02630
508-744-1236
eperry@capecodcommission.org

This constitutes an agreement between Restore America's Estuaries (RAE or the Recipient) and Cape Cod Commission (Barnstable County) (CCC or the Subrecipient), regarding the responsibilities of each in their roles as Recipient and Subrecipient under the 2018 round of Southeast New England Program (SNEP) Watershed Grants, **EPA FAIN Grant #00A00370**, and its amendments and supplements.

1. Contract Documents: Contract documents shall consist of this agreement and the following attachments, all of which are incorporated by reference into this agreement.

Attachment 1: Progress Report Requirements

Attachment 2: Final Report Requirements

Attachment 3: Project workplan and budget.

2. Services: CCC agrees to perform services as described in the scope and budget provided in Attachment 3 of this agreement (hereinafter the “Project.”)

3. Contract Amount: Restore America’s Estuaries agrees to make available \$399,998 for use by CCC for the contract period. CCC agrees to expend this money in conformity with the scope and budget in Attachment 3 (the Project.) CCC agrees to provide \$145,665 in Project-related matching costs as described in the budget. Matching funds must be from non-federal sources and must be expended during the period of this agreement.

4. Contract Period: This agreement covers the period **September 1, 2018 through September 30, 2020**. Work shall be completed and all reimbursable expenses incurred by **August 31, 2020**.

5. Alterations: Any alterations in the scope of the work performed shall be submitted by the Subrecipient in writing to RAE, and must be approved in advance in writing by RAE. Cumulative transfers of funds among approved direct cost categories that exceed 10% of the total award must be approved by RAE in writing in advance.

For Subrecipients with a current Negotiated Indirect Cost Rate Agreement (NICRA) on file with a federal agency, amended budgets must maintain consistency with the NICRA and the requirements of the 2018 SNEP Watershed Grants Request for Proposals (RFP). For these Subrecipients, indirect costs may not exceed 25% of the award amount.

For Subrecipients without a current NICRA, amended budgets must maintain consistency with the requirements of the 2018 SNEP Watershed Grants RFP, and may not exceed 10% of Modified Total Direct Costs as described in the RFP.

6. Progress & Final Reports: The Subrecipient agrees to submit progress reports twice yearly, and a final report upon completion of the Project, according to the following schedule:

Report	Period Covered	Due Date
Progress #1	Sep. 1, 2018 – Dec. 31, 2018	Jan. 31, 2019
Progress #2	Jan. 1, 2019 – Jun. 30, 2019	Jul. 31, 2019
Progress #3	Jul. 1, 2019 – Dec. 31, 2019	Jan. 31, 2020
Progress #4	Jan. 1, 2020 – Jun. 30, 2020	Jul. 31, 2020
Final Report	Entire Project period (completion no later than Aug. 31, 2020)	30 days following completion of Project and no later than Sept. 30, 2020.

Progress and final reports will reference the goals and objectives included in Attachment 3 and indicate the progress that has been made toward each during the reporting period. Subrecipient agrees to prepare and submit progress and final reports as described above and in Attachments 1 & 2. RAE reserves the right to withhold payments if the Subrecipient has not submitted the reports on schedule or if reports are unsatisfactory in meeting the requirements of this agreement. See Attachments 1 & 2 for more information on reporting formats.

Final reports should be geared toward an audience broader than simply RAE – in other words, it should be designed to communicate Project outcomes and results in a meaningful way to end users, stakeholders and others who may be able to learn from or take advantage of, or learn from Project outcomes and results. In all cases the final report should include an executive summary providing a brief but complete overview of Project outcomes and results, as specified in Attachment 1. In the event that the final report is intended for a technical audience, the executive summary should be written for a general audience and suitable for such purposes as reporting to funding agencies, elected officials, general-interest media outlets, etc. See Attachment 2 for more information.

Be sure to take plenty of high-resolution photographs throughout the course of the Project for use in progress reporting and, most importantly, the final report and executive summary. See Attachments 1 & 2 for more information.

7. Collaboration and Communication: SNEP Watershed Grants Program supports the Southeast New England Program (SNEP), an initiative of the U.S. Environmental Protection Agency (EPA), Region 1. The mission of SNEP is to:

Foster collaboration among regional partners across southeast New England’s coastal watersheds to protect and restore water quality, ecological health and diverse habitats by sharing knowledge and resources, promoting innovative approaches, and leveraging economic and environmental investments to meet the needs of current and future generations.

More information about SNEP is available at

<https://www.epa.gov/snecwrp>

Strong local and regional partnerships are essential in carrying out the mission of SNEP. Subrecipient agrees to participate in SNEP through at least two workshops or conferences over the course of the Project.

Subrecipient agrees to acknowledge SNEP and RAE in communications with the media, the public, and elected officials about the Project, including all publications, work products, academic and general publications, videos, signage, press releases, etc. Signs, printed reports and similar materials should include the SNEP logo where practicable. Subrecipients may download high-resolution digital files of the SNEP logo at www.snepgrants.org.

Example acknowledgement language:

[Project name] is supported by the Southeast New England Program (SNEP) Watershed Grants. SNEP Watershed Grants are funded by the U.S. Environmental Protection Agency (EPA) through a collaboration with Restore America's Estuaries (RAE). For more on SNEP Watershed Grants, see www.snepgrants.org

Subrecipient will coordinate with RAE on outreach plans, events, products, and media coverage associated with the Project, so that RAE may assist with the development of outreach communications and messaging. Subrecipient should provide drafts of any outreach plans to RAE staff for review and input. In particular, all press releases should be shared with RAE in draft at least one week in advance of release to allow RAE the opportunity to provide comments, and a quote if requested.

Subrecipient agrees to provide copies of final outreach products, website mentions, press materials, photos, etc. via the standard progress reports to RAE, or when available throughout the award period.

Subrecipient will provide RAE with high-resolution before, during, and post-implementation photos of the Project. Photos of Project sites prior to construction and during Project implementation should be submitted with progress reporting or as requested by RAE.

Subrecipient will notify RAE of all significant Project-related meetings and events (Project team meetings, public meetings, public hearings and presentations, press events, commencement of construction, ribbon-cuttings, etc.) at least one week prior to the event.

SNEP Watershed Grants are federal funds. RAE will assume, therefore, that all completed work products funded by SNEP are in the public domain, free of copyright or other intellectual property protections, unless covered by another applicable agreement or requirement (e.g., university intellectual property policies). In the event that Project work

products are subject to other intellectual property requirements, the Subrecipient shall inform RAE of such requirements ***prior to signature*** of this grant.

Project implementation sites (e.g., best management practice (BMP) installations, construction areas, etc.) must display, where appropriate and practicable, a permanent sign indicating that the Project has received funding through the U.S. Environmental Protection Agency, Southeast New England Program, and Restore America's Estuaries, and including the SNEP logo. Signage should also identify other contributing partners.

8. Permits & Compliance: Subrecipient will ensure that implementation of the Project meets all federal, state and local environmental laws and consistency requirements, including EPA Quality Assurance Project Plan (QAPP) requirements.

9. Invoices: Subrecipient will invoice RAE at least quarterly and at most monthly for reimbursable Project expenses. Generally, payment of approved expenses will be by reimbursement by RAE; however, the Subrecipient may request advance payment if necessary.

In the event that advance funds are needed, requests should be made at least one month prior to the anticipated need for the funds.

Invoices must follow the following format:

- The invoice must be on organization letterhead.
- Reference the contract number.
- Include date of invoice and period covered.
- List the total amount of expenses and match incurred during the invoice period by approved grant budget categories, as contained in the line item budget in Attachment 3.
- Indicate the amount of cumulative expenses and match from the beginning of the budget period and the balance still available. This information should also be listed by approved grant budget categories, as contained in the line item budget in Attachment 3.
- Include a general description of work performed or costs incurred.
- List the Project task that the requested amount applies to. If the requested remittance amount applies to two or more Project tasks, the invoice must list the amount that will be applied to each.
- Cash and in-kind matching funds should be listed separately, and the source of all match identified.
- Include organization name, mailing address for payment, and any cost codes that should be included on the check.
- Invoices must be signed by an authorized representative of the organization.

Submit invoices in PDF format to:

snepgrants@estuaries.org

Note: Variances among approved direct cost categories that cumulatively exceed 10% of the total award must be approved by RAE in advance in writing.

10. Financial Records: Subrecipient agrees to maintain accurate records of all costs incurred in the performance of this work, including matching funds, and agrees to allow Restore America’s Estuaries, EPA, and their duly authorized representatives reasonable access to their records to verify the validity of expenses reimbursed under this agreement. Subrecipient agrees to maintain financial records, supporting documents and other records pertaining to this agreement for a period of three (3) years from the termination date of this agreement.

To comply with federal regulations, Subrecipient agrees to maintain a financial management system that provides accurate, current and complete disclosure of the financial status of the subaward. This means the financial system must be capable of generating regular financial status reports which indicate the dollar amount allocated for the award (including any budget revisions), the amount obligated, and the amount expended for each activity. The system must permit the comparison of actual expenditures and revenues against budgeted amounts.

Accounting records must be supported by source documentation. Invoices, bills of lading, purchase vouchers, payrolls and the like must be secured and retained for three (3) years in order to show for what purpose funds were spent. Payments should not be made without invoices and vouchers physically in hand. All vouchers and invoices should be on vendors' letterheads.

All employees paid in whole or in part from funds provided under this agreement must prepare a time sheet indicating the hours worked for each pay period. Personnel activity reports (i.e. timesheets) reflect an after-the-fact determination of the actual activity of each employee charging time to the agreement and must reflect all time spent by an employee and be signed by the employee or a supervisor. “Timesheets” are required only for those employees charging time to the Project, and then must reflect all time spent by the employee.

Subrecipient should keep records, based on these time sheets and the hourly payroll costs for each employee, indicating the distribution of payroll charges.

Subrecipient must maintain in its records documentation of non-federal Project-related matching costs in the amount specified in the budget under Attachment 3. Subrecipient agrees to adhere to federal rules and guidelines governing documentation and acceptability of Project-related matching costs.

Matching Contributions, whether in the form of cash, goods and services, or property, must be:

- 1) Non-federal in nature (Federally appropriated or managed funds are ineligible.);
- 2) Utilized for work in support of the Project;
- 3) Expended within the timeframe of this contract; and,

4) Voluntary in nature (Funds presented for fulfillment of mitigation, restitution, or other permit or court-ordered settlements are not eligible.). Subrecipients must document and maintain all records of matching contributions.

11. Audits: RAE reserves the right to audit some or all of the Project costs, expenses, payments, etc., either formally or informally, as the Project proceeds and/or upon completion.

In the event that the Subrecipient's total expenditures under federal awards exceed \$750,000 in a fiscal year, an audit meeting the requirements of 2 CFR 200 is required. It is the Subrecipient's responsibility to contract for this audit and to submit a copy to RAE no later than thirteen months after the close of the fiscal year to which the audit pertains, for fiscal years that fall in whole or in part within the period of this agreement. If an audit discloses findings or recommendations, Subrecipient agrees to include with the audit report a corrective action plan containing the following:

- The name and number of the person responsible for the corrective action plan.
- Specific steps to be taken to comply with the recommendations.
- A timetable for performance and/or implementation dates for each recommendation.
- Descriptions of monitoring to be conducted to ensure implementation.

In the event that the Subrecipient completes any other routine or required audits during the period of this grant (for example, an annual independent audit), the Subrecipient will inform RAE of the availability of the audit within 30 days of completion, and will provide RAE with a copy of the audit *if requested by RAE*.

12. Allowable and Unallowable Costs: SNEP Watershed Grants are federal funds. Subrecipient agrees to follow federal regulations as put forth in 2 CFR 200 and applicable OMB Circulars in determining allowable costs under this agreement. Subrecipient agrees not to use funds provided under this agreement for any cost that is unallowable under these regulations. Reimbursement by RAE for any cost that is later determined to be unallowable does not constitute sanction by RAE for the unallowable use of these funds.

13. Indemnification: The Subrecipient agrees to indemnify RAE against all losses for expenses incurred by the Subrecipient that are, or are later held to be, unallowable. Reimbursement by RAE to the Subrecipient for such costs does not negate nor in any way nullify the Subrecipient's responsibility under this provision.

As the direct Recipient of funds under this Award, RAE is responsible for the management of the award and is ultimately responsible for ensuring compliance with all federal requirements. The Subrecipient will cooperate with RAE in achieving compliance with the specific terms and conditions of the award, as well as the other terms and conditions specified in this agreement.

14. Project Data and Results: Sharing of Project data and results, including environmental data and analysis, is a SNEP priority. All information collected and/or created under this grant/cooperative agreement will be made visible, accessible and independently understandable to users in a timely manner (typically no later than one (1) year after the data are collected or created) free of charge or at minimal cost that is no more than the cost of distribution to the user.

Project results will similarly be made available in a timely manner, typically via the final report described above and in Attachment 2.

15. Signatures

For Restore America's Estuaries

By: Jeff Benoit
Jeff Benoit, President & CEO

Date: 9-4-18

For Cape Cod Commission (Barnstable County):

By: _____

Name & Title: Leo Cakounes, Ron Beaty, Mary Pat Flynn,
Barnstable County Commissioners

Date: _____

Attachments

- Attachment 1: Progress Report Requirements
- Attachment 2: Final Report Requirements
- Attachment 3: Project workplan and budget.



2018 SNEP WATERSHED GRANTS Subrecipient Agreement

Attachment 1: Progress Report Requirements

General Instructions

The Progress Report consists of:

1. Cover Information;
2. Project Report Narrative;
3. Project Budget Report;
4. Supporting Materials;
5. Certification.

Progress reports shall be completed and returned within one month of the end of a reporting period, using the following calendar:

Report	Period Covered	Due Date
Progress #1	Sep. 1, 2018 – Dec. 31, 2018	Jan. 31, 2019
Progress #2	Jan. 1, 2019 – Jun. 30, 2019	Jul. 31, 2019
Progress #3	Jul. 1, 2019 – Dec. 31, 2019	Jan. 31, 2020
Progress #4	Jan. 1, 2020 – Jun. 30, 2020	Jul. 31, 2020
Final Report	Entire Project period (completion no later than Aug. 31, 2020)	30 days following completion of Project and no later than Sept. 30, 2020.

If there was no Project activity during the period, a report should still be filed, explaining why there was no activity. Please use the template attached to these instructions to complete the progress report. The report should be submitted via email in PDF format to:

snepgrants@estuaries.org

The form may be signed electronically.

The following pages provide a template and instructions for progress reports. Use this format.

(Attach. 1 Cont'd)

**SNEP Watershed Grants
Progress Report Template**
Annotated with Instructions

1. Cover Information

Date

Project Name

Contract Number (SNEPWG18-###)

Grant Period (for entire Project)

Grantee Organization

Report Contact Person, with telephone & email

Project Leader (if different)

Reporting Period

Report Type and Number (e.g., Progress #2)

2. Project Report Narrative

Summarize the Project activities undertaken during the current reporting period within the following headings, building upon the narrative from previous reports, if any.

2.A. Results & Progress to Date

Describe in sufficient detail the goals of the Project, and the progress and results achieved during the current reporting period, building on the narrative from previous reports, if any. Report accomplishments or setbacks on specific tasks as described in the scope of work, Attachment 3. This should include information such as:

- problems that the Project is addressing;
- short and long term objectives, and how they are being or have been met;
- relevance of the Project to restoring and protecting coastal and watershed ecosystems in the Southeast New England Region;
- activities carried out in this reporting period, including specific techniques and materials used;
- deliverables or milestones completed or partially completed during the reporting period (if partially completed, describe current status, percentage completion, etc.);
- findings to date or lessons learned during this reporting period;

- challenges or potential roadblocks to future progress (Note: If you have immediate concerns about the Project, please contact RAE to discuss the issue as soon as possible.)

2.B. Work Remaining Under Current Contract

Describe in sufficient detail the activities remaining and next steps to be completed under the current contract. Provide an updated timeline of major Project tasks, as applicable.

2.C. Compliance

Describe the status of Quality Assurance Project Plan (QAPP) completion, submittal and approval. List any permits required for the Project, and their status (e.g., not yet applied for, submitted and under review, approved on [date], etc.).

2.D. Project Partners

List major Project partners, and briefly note their contributions.

2.E. Volunteer and Community Involvement

Describe community support and any public involvement in the Project, including the specific roles of volunteers in Project activities. List the number of volunteers and hours that were contributed during this period. If volunteer time is being used as match, report this in the budget section, described below.

2.F. Outreach & Communications

Describe any outreach or educational activities (e.g. training, brochures, videos, press releases or public events) related to the Project. **Include PDF copies of press releases, outreach documents, newspaper articles, etc. as described under “Supporting Materials,” below.**

3. Project Budget Report

The budget report must provide sufficient information and detail to explain Project expenses, for the reporting period *and* cumulative-to-date, in the context of the objectives, tasks, and categories provided in the Project narrative and budget under Attachment 3. The budget report should be organized so that a reviewer can easily judge whether expenditures to date for the Project are tracking well with progress toward objectives and, if not, to understand why.

3.A. Summary Budget Table

Provide a summary budget table to show overall expenditures and match during the reporting period and cumulative-to-date, using the following format. Be sure to fully document match and match sources.

Summary Budget Table

	Budget Category	Total Budgeted Funds	Total Budgeted Match	Grant Funds Expended this period	Grant Funds Expended Cumulative	Match Funds Expended this period	Match Funds Expended Cumulative	Match Source
a	Personnel							
b	Fringe							
c	Travel							
d	Equipment							
e	Supplies							
f	Contractual							
g	Other							
h	Total Direct							
i	Indirect							
j	Total							

3.B. Detailed Project Budget Table

The centerpiece of the Project budget report is a budget table or tables utilizing the same cost categories and level of detail as the Project budget under Attachment 3. Report expenditures by category and, if applicable, task. Where a category is very broad, provide sufficient breakdown detail – for example, where “personnel” covers a number of individuals, show expenses for each individual; under “subcontracts” show expenses for each subcontract, etc. The table need only describe expenditures during the reporting period, rather than cumulatively. Add additional tables if need be to provide sufficient detail, or to summarize costs by task. **Where additional tables are used, ensure that the reviewer can easily understand how they relate to one another and the summary budget table.**

3.C. Budget Narrative

Use a budget narrative, keyed to the budget tables where necessary, to provide sufficient detail on expenditures and match. The budget narrative in the report may follow the format of the budget narrative in the Project budget under Attachment 3. Be sure to explain any deviations from the approved budget. The Subrecipient Agreement details requirements for prior approval for changes to Project budgets.

4. Supporting Materials

Include high-resolution digital copies, using PDF format for documents and JPG or TIFF format for images, of supporting materials related to the Project, including:

- Project maps and drawings;
- Technical memoranda, data analyses and modeling reports;
- Project photographs, including photos depicting implementation sites before, during, and after implementation; photos of Project signs, etc.;
- Press releases, news articles, brochures, educational curricula, etc.

In the event that file sizes for supporting materials are too large to attach, contact RAE to set up a shared cloud file.

5. Certification

Include this language: *The undersigned verifies that the descriptions of activities and expenditures in this progress report are accurate to the best of my knowledge; and that the activities were conducted in agreement with the grant contract. I also understand that matching fund levels established in the grant contract must be met.*

Grantee Signature:

Name:

Job Title

Date:

Organization:



2018 SNEP WATERSHED GRANTS Subrecipient Agreement

Attachment 2: Final Report Requirements

General Instructions

The Project final report follows the same format as interim progress reports, with several important differences:

- The final report covers the Project from beginning to end, describing the entire course of the Project, and presenting all expenditures and results;
- It includes lessons learned from the vantage point of the completed Project;
- It provides greater detail on both process and outcomes; and
- It includes an executive summary written for a general or general professional audience (more on this below).

The Final Report consists of:

0. Executive Summary;
1. Cover Information;
2. Project Report Narrative;
3. Project Budget Report;
4. Supporting Materials;
5. Certification.

The Final Report covers the entire Project period (completion no later than Aug. 31, 2020) and must be submitted within 30 days following completion of the Project (no later than Sept. 30, 2020.)

The report should be submitted via email in PDF format to:

snepgrants@estuaries.org

The form may be signed electronically.

The following pages provide a template and instructions for final reports. Use this format.

(Attach. 2 Cont'd)

**SNEP Watershed Grants
Final Report Template**
Annotated with Instructions

O. Executive Summary

The executive summary (ES) is most easily completed after the rest of the final report has been written; however, it is an essential component of the report and should not be treated as an afterthought. Communication, collaboration, learning and technology transfer are fundamental to the mission of the Southeast New England Program (SNEP). The executive summary will be a principal means by which outcomes of the Project are communicated; therefore, it should adhere to the following guidelines:

- The executive summary should be written and formatted so it can be used as a stand-alone report. It should make sense to a reader with no prior knowledge of the Project, and should be fully understandable independent of the rest of the final report or any other Project information or documentation.
- Follow the format and utilize the headings for the full final report (listed below), providing complete information on the Project, including a summary of costs and match.
- The ES should include its own title or cover page so that it can be easily separated from the rest of the report. This may be a general, illustrated cover for the entire report that doubles as a cover for the ES.
- Consider your audience. You may choose to write for a general audience – for example, all adult residents of a particular municipality. Or, you may gear the ES toward a more professional audience – for example, water resources managers throughout the SNEP region. In every case, however, it should be written for a broader audience than simply the Project team and grant managers. If it is written for a more technical audience, it should still be written in such a way that an informed general reader – for example, a newspaper reporter – can make sense of it. If you use acronyms or technical terms, for example, provide a glossary if need be to define them.
- Communicate the story of the Project. The reader should understand, not just what you did, but why you did it – why it is important, and how it will positively affect ecosystems and communities in Southeast New England. If it pertains to a specific resource, thoroughly describe its impact on that resource, and also explain its broader impact. For example, for a Project that restores water quality, the ES should describe the specific parameters of that restoration, but should also discuss the importance of the improvement to the community, such as beach use, shellfishing or the local tourism economy, and describe the area (watershed, estuary, community, etc.) affected by the work.

- Use images to help tell that story. The ES should include the best and most informative maps, photos or other images from among the supplemental materials (Section 4, below). At the very least, the ES should include a map of the Project area and some high-resolution photos of the Project area, community meetings, construction work if any, researchers performing sampling, etc. The ES should include enough images to convey the outcomes of the Project while maintaining an easily readable summary and convenient digital file size.
- Include an overview of Project costs and match. Describe volunteer participation.
- In general, the ES should be about 3-5 pages of text, and 5-10 pages complete with images.
- The ES must prominently acknowledge SNEP support of the Project. Suggested language for this acknowledgement is provided in the subrecipient agreement.

1. Cover Information

The cover information for the final report is identical to that for a progress report, except that the reporting period is the entire (actual) grant period, as follows:

Project Name
 Contract Number (SNEPWG18-###)
 Grant and Reporting Period (actual, completed)

Grantee Organization
 Report Contact Person, with telephone & email
 Project Leader (if different)

Report Type: Final

2. Project Report Narrative

Summarize the Project activities undertaken during the course of the Project. Unlike progress reports, the final report *does not* build upon the narrative from previous reports, but should be a stand-alone report, describing the Project from beginning to end.

2.A. Project Results

Describe in sufficient detail the goals of the Project, and the progress and results achieved over the course of the Project. Report accomplishments or setbacks on specific tasks as described in the scope of work, Attachment 3. This should include information such as:

- problems that the Project addressed;
- short and long term objectives, and how they are being or have been met;
- relevance of the Project to restoring and protecting coastal and watershed ecosystems in the Southeast New England Region;
- geographic area(s) affected by the Project;

- activities carried out to complete the Project, including specific techniques and materials used;
- deliverables or milestones completed;
- findings to date or lessons learned during this reporting period;
- changes made to the Project plan over the course of the Project, why they were made and how they worked out;
- next steps for future progress;
- challenges for future progress.

2.C. Compliance

List or summarize any compliance activities completed – Quality Assurance Project Plan (QAPP), permits, etc.

2.D. Project Partners

List major Project partners, and note their contributions in detail.

2.E. Volunteer and Community Involvement

Describe community support and any public involvement in the Project, including the specific roles of volunteers in Project activities. List the number of volunteers and hours that were contributed during the Project. If used as match, report the match figures under the budget section described below.

2.F. Outreach & Communications

Describe any outreach or educational activities (e.g. training, brochures, videos, press releases or public events) related to the Project. **Include PDF copies of press releases, outreach documents, newspaper articles, etc. as described under “Supporting Materials,” below.**

3. Project Budget Report

The budget report must provide sufficient information and detail to explain Project expenses for the entire Project, in the context of the objectives, tasks, and categories provided in the Project narrative and budget under Attachment 3. The budget report should be organized so that a reviewer can easily judge whether expenditures tracked the original Project budget and, if not, to understand why.

3.A. Summary Budget Table

Provide a summary budget table to show overall expenditures and match over the course of the entire Project, using the following format. Be sure to fully document match and match sources.

Summary Budget Table

	Budget Category	Total Budgeted Funds	Total Budgeted Match	Total Budgeted Grant + Match	Actual Grant Funds Expended	Actual Match Funds Expended	Actual Expended Grant + Match	Match Source
a	Personnel							
b	Fringe							
c	Travel							
d	Equipment							
e	Supplies							
f	Contractual							
g	Other							
h	Total Direct							
i	Indirect							
j	Total							

3.B. Detailed Project Budget Table

As with progress reports, the centerpiece of the final budget report is a budget table or tables utilizing the same cost categories and level of detail as the Project budget under Attachment 3. Report expenditures by category and, if applicable, task. Where a category is very broad, provide sufficient breakdown detail – for example, where “personnel” covers a number of individuals, show expenses for each individual; under “subcontracts” show expenses for each subcontract, etc. This table will report expenditures over the course of the entire Project. Add additional tables if need be to provide sufficient detail, or to summarize costs by task. **Where additional tables are used, ensure that the reviewer can easily understand how they relate to one another and the summary budget table.**

3.C. Budget Narrative

Use a budget narrative, keyed to the budget tables where necessary, to provide sufficient detail on expenditures and match. The budget narrative in the report may follow the format of the budget narrative in the Project budget under Attachment 3. Be sure to explain any deviations from the approved budget. The Subrecipient Agreement details requirements for prior approval for changes to Project budgets.

4. Supporting Materials

Include high-resolution digital copies, using PDF format for documents and JPG or TIFF format for images, of supporting materials related to the Project, including:

- Project maps and drawings;
- Maps of Project results or outcomes if applicable;
- Technical memoranda, data analyses and modeling reports;
- Project photographs, including photos depicting implementation sites before, during, and after implementation; photos of Project signs, etc.;
- Press releases, news articles, brochures, educational curricula, etc.

In the event that file sizes for supporting materials are too large to attach, contact RAE to set up a shared cloud file.

5. Certification

Include this language: *The undersigned verifies that the descriptions of activities and expenditures in this final report are accurate to the best of my knowledge; and that the activities were conducted in agreement with the grant contract. I also understand that matching fund levels established in the grant contract must be met.*

Grantee Signature:

Name:

Job Title

Date:

Organization:

Attach. 3

3225 MAIN STREET • P.O. BOX 226
BARNSTABLE, MASSACHUSETTS 02630



CAPE COD
COMMISSION

(508) 362-3828 • Fax (508) 362-3136 • www.capecodcommission.org

August 29, 2018

The following details our proposed project, partner organizations, and project costs.

Project Title: Regional Collection and Analysis of Cape Cod Water Resources Data to Inform Local Decision-Making

Location of Project: Cape Cod, Massachusetts

Applicant: Cape Cod Commission (Barnstable County)
3225 Main Street
Barnstable, MA 02630

Nature of Organization: Regional Planning Agency, Department of Barnstable County

Project Lead/Point of Contact: Erin Perry, Special Projects Manager
eperry@capecodcommission.org
508-744-1236

Partner Organizations: Association to Preserve Cape Cod
Center for Coastal Studies
UMass Dartmouth School for Marine Science and Technology
Waquoit Bay National Estuarine Research Reserve
Woods Hole Oceanographic Institution

Total Request: \$399,998
Total Non-Federal Match: \$145,665
Total Project Cost: \$545,663
Match Percentage: 36.42%

We look forward to the opportunity to complete the proposed work.

Sincerely,

Kristy Senatori
Executive Director

PROJECT NARRATIVE

Problem Statement: Cape Cod's 53 coastal embayments, nearly 1,000 ponds, and sole source aquifer are ecologically rich and extremely fragile (see project area map in attachment A). Human activity and land use – primarily nutrient pollution from septic systems – have significantly degraded estuarine and freshwater quality. Cape Cod communities struggling to find cost-effective strategies to reduce nitrogen can turn to the Area Wide Water Quality Management Plan for Cape Cod (208 Plan), recently updated by the Cape Cod Commission (Commission). Although the 208 Plan focuses on nitrogen as the major target for improving water quality in estuaries, phosphorus loading to freshwater ponds and streams must be targeted for pollution control measures. The 208 Plan provides a framework of traditional and non-traditional strategies for estuarine and freshwater quality improvement.

Towns are responsible for implementing strategies to reduce nutrients. In many areas across the region development density is not adequate to support cost-effective traditional collection and treatment of wastewater; therefore, towns are relying on the 208 Plan framework as a pathway for non-traditional strategies. Performance of these strategies is less certain, and implementation relies heavily on adaptive management. In addition to nutrients from septic systems, stormwater runoff is also a concern – one that all Cape Cod communities within the Southeast New England Program region are required to address through Municipal Separate Storm Sewer System (MS4) permits.

The 208 Plan's efficacy as a framework for local water quality management depends on the ability to ground-truth and record if strategies enacted in the field are effective and if the environment is responding with water quality improvements. Towns must revisit implementation plans periodically, as required as a condition of consistency with the 208 Plan and MS4 permits, and to maintain compliance with Watershed Permits issued by the Massachusetts Department of Environmental Protection. In most cases, towns must revisit plans at least every five years, and adjust their approaches as necessary. Towns, Barnstable County and partner organizations are collecting data annually and as nutrient management alternatives are implemented. Data analyses are needed to evaluate and determine success – or failure – of approaches.

This proposal seeks support to improve recording, management and translation of monitoring data, so towns better understand if management strategies are successful. It includes new methods for data analysis, evaluation, reporting, and translation to improve understanding of water quality trends and better integrate results into local planning and policy development, creating a path forward for the provision of data and information that will serve the 15 Cape Cod communities and the region well into the future.

Project Description: The Commission has developed a regional water quality database to centralize water quality data historically collected by multiple organizations and agencies. The project team proposes to enhance this framework by integrating additional data and adding tools to ensure data accuracy and assess nutrient mitigation strategies. Funding will help develop a user-friendly interface that analyzes estuarine monitoring data for each estuary with an existing long-term dataset. One watershed will be selected to pilot the interface in order to demonstrate and assess its effectiveness as a decision-support tool. In addition, the project team will compile and analyze existing data associated with freshwater resources, including ponds, lakes, and drinking water; and develop information products to improve understanding of the interconnection of all water resources to Cape Cod's Sole Source Aquifer. Together, these improvements will create a feedback-loop so that the effect of nutrient reduction strategies on a resource can be understood, captured, and used in real-time strategic decisions for nutrient reduction. Recognizing the importance of clean water and supporting all aspects of the environment on Cape Cod, information compiled and analyzed as part of this project will also be made more widely available through a variety of outreach initiatives.

A key feature of this program is that data analysis will provide a measure of the health of the water body and watershed to guide investment in nutrient reduction strategies. Another feature of this program is its

collaborative approach to water resources data aggregation, providing a platform that makes it possible for towns to have a comprehensive picture of the benefits of their investments across all gradients of the watershed. End user engagement is woven into each proposed task ensuring that the products provided at the end of the project will be easily applied and readily utilized by the research and management communities on Cape Cod. The goal is to provide towns with the best available science-based information, so investments in nutrient reduction and groundwater protection have the best possible effect on resources. This goal will be reached through the expertise of the project team, End User Group established as part of the project, and the State of the Waters: Cape Cod Advisory Committee established by the Association to Preserve Cape Cod (APCC). The project team includes experts in water resources, database management, data collection and analysis, collaboration and outreach and project management. The proposed work will be achieved through the following project tasks:

- Task 1: Data integration, quality assurance and control
- Task 2: Collaboration with end users and pilot project
- Task 3: Data analysis and development of a processing script
- Task 4: Integration with web-based user interface and other information products
- Task 5: Targeted outreach to inform local action
- Task 6: Final report

Task 1: Data integration, quality assurance and control

Water quality data as available through project partners and collaborators from all regions of Cape Cod, including estuarine and freshwater environments, will be inventoried and entered into the regional database. The Commission maintains data in an SQL database and will work with project partners to expand the existing database, as needed.

Estuarine Data: Commission staff will work with partner monitoring organizations to compile estuarine water quality data not currently in the regional database. The original effort to compile and integrate data into the database occurred in 2016 and included development of the database infrastructure, identification of data fields and compilation of historical data through 2015. The database will be updated to include all available data through to the present time. The monitoring organizations contributing data include the Center for Coastal Studies (CCS), Buzzards Bay Coalition (BBC), University of Massachusetts Dartmouth School for Marine Science and Technology (SMAST), and the Waquoit Bay National Estuarine Research Reserve (WBNERR). Data collection for these water quality monitoring programs began in 2006, 1992, 1987, and 1993, respectively.

To take advantage of all available long-term monitoring data, while also establishing quality control standards, any historic data generated before or without an approved Quality Assurance Project Plan (QAPP) will be flagged accordingly in the database as part of the quality assurance and quality control (QA/QC) process. Metadata will accompany the database, as well as any final reports acknowledging the use and confidence level of non-QAPP approved data. Three of the four contributing monitoring organizations (CCS, BBC, SMAST) hold current EPA-approved QAPPs. While BBC is not an official partner on this project, they have provided data for use in the database and agree to continue doing so. WBNERR will develop a QAPP in the first year of this proposed project. WBNERR currently sends samples to CCS and SMAST for nutrient analyses under two different water quality monitoring programs; therefore, those nutrient data are covered under approved QAPPs. WBNERR also maintains long-term data (1998 – present) collected using automatic YSI loggers (i.e., sondes) as part of the NOAA National Estuarine Research Reserve System-Wide Monitoring Program (SWMP), but the standard operating procedures for this program are not covered under previously approved QAPPs.

By developing a comprehensive QAPP for WBNERR, records with high (15-minute) temporal resolution of temperature, salinity, pH, dissolved oxygen, turbidity, and chlorophyll *a* fluorescence can be incorporated into the regional database and used in correlation with nutrient dynamics to model changes. The QAPP will strengthen WBNERR's data collection process and enhance its ability to share

and integrate data across private and academic institutions and state and federal agencies. This increased capacity for standardized data sharing is significant for this project but also for future collaborations.

Freshwater Data: Extensive data is available on the quality of Cape Cod's freshwater resources. APCC staff, working with the project team and trained volunteers, will identify and compile freshwater quality data to suitable standards, including state and federal Clean Water Act standards for surface waters and drinking water. An inventory of data will be developed to ensure data sources can be tracked and recorded. Data will be maintained in the regional database.

Data sources will be identified by the project team, guided by standards set by the State of the Waters Advisory Committee to ensure evaluation of all important and credible sources. Data will be compiled for lakes, rivers, public drinking water supplies, and groundwater. This effort will leverage the existing water resources data compiled and maintained by each project partner and will evaluate and compile appropriate data from other sources as an initial step in the project. Data utilized will include, but not be limited to, the 17 years of data collected by the Pond and Lake Stewardship (PALS) Program, as well as data collected from detailed pond assessments and water use and drinking water quality data from the 17 individual water purveyors on Cape Cod, all of which has been compiled by Commission staff.

The Commission and project partners will work with a consultant to develop a QAPP for pond and lake data. In the past, the Massachusetts Department of Environmental Protection (DEP) has declined to accept the existing PALS data for use in identifying and listing impaired waters. As with estuarine data, any historic data generated before or without an approved QAPP will be flagged accordingly and metadata will accompany the database.

Database Quality Assurance and Quality Control (QA/QC): A system for identifying potential errors in source data and/or inconsistencies in database formatting will be established.

The Commission and project partners will work with a consultant to complete the following tasks: 1) develop and agree upon a set of "filter rules" for both historic and future water quality data sets to identify potential errors in the source data; 2) implement a system for performing QA/QC on historical data sets and new data sets, as provided; 3) identify and address database formatting inconsistencies, such as inconsistent station IDs, that impact importing data sets and searchability of the database

As previously described, data not covered by a previously approved QAPP will be flagged accordingly and metadata accompanying the database, as well as final reports, will acknowledge the confidence level of non-QAPP approved data.

Task 1 Outputs: 1) Inventory of water quality data, including sources, parameters and dates; 2) Identification of data gaps; 3) Complete, up-to-date regional estuarine and freshwater quality databases; 4) WBNERR QAPP; 5) Ponds QAPP

Task 2: Collaboration with end users

The goal of this project is to make information more accessible and useable by towns and the region, all of whom are working to meet a regional goal of improving the quality of water resources. Social science research shows that to increase the likelihood of science and data being applied, managers and decision-makers must understand the science and find it to be legitimate and credible (Cash et al. 2003). To enhance the likelihood that data and products from this project are used and trusted, the project team intends to create deliberate processes that engage end users (those in a position to apply the project deliverables), ensuring they understand the data and that data products and analyses meet their information needs.

To this end we have designed a collaborative end user engagement process to enable this project to bridge the science to management divide and achieve desired outcomes. The project approach includes

integrating defined steps that will link the technical aspects of data collection and analysis to development of decision-support tools that meet end user needs and are able to help guide management decisions. The collaborative process is designed to be iterative and end user driven and builds in meaningful and deliberate opportunities for regional and local decision-makers to contribute to project outcomes. End user collaboration will be integrated in every aspect of the project, initiated at the beginning and sustained to the end. Utilizing this collaborative approach will set up the project for greater success by strengthening partner relationships as well as data sharing mechanisms that will continue beyond the life of the project. The impact of the collaboration process will also be evaluated as part of our project activities.

Key end users fall into four main groups: 1) water quality managers, regulators and policymakers who will draw on information and decision-support tools created from this effort to inform their work and management decisions, 2) water quality monitoring organizations who collect, analyze and contribute data to the regional database, 3) decision-makers from one watershed who will work with the project team to pilot test applying information to their local management needs and interests, and 4) researchers who can use information from the regional database as a platform for supporting local studies on the effectiveness of water quality approaches applied in the Cape Cod setting.

The seven groups of end users identified include: 1) The Cape Cod Water Protection Collaborative (CCWPC), which includes representatives from all fifteen Cape Cod towns and two County representatives. The mission of this body is to protect Cape Cod's shared water resources by promoting and supporting the coordinated, cost-effective and environmentally sound development and implementation of local water quality initiatives; 2) The Cape Cod Commission; 3) DEP; 4) The Environmental Protection Agency (EPA); 5) Monitoring organizations – CCS, APCC, WBNERR, BBC, pond associations; 6) Water quality committees, water resource managers and local officials from one pilot watershed; 7) Researchers (SMAST).

Engagement with end users will be structured and facilitated by a trained engagement specialist from WBNERR. Facilitators will ensure that open and regular communication is established and sustained with end users over the course of the project. The collaborative process has been broken into five objectives:

Collaboration Objective 1: Establish an End User Group to provide guidance to the project team and help make key decisions on different aspects of work products.

Process: The End User Group will be established at the beginning of the project and will be comprised of the membership of the Cape Cod Water Protection Collaborative and one designated representative from each of the other end user groups, including the project team organizations. The End User Group will meet on a quarterly basis. Meeting will be structured and professionally facilitated.

Anticipated Outcomes: Strengthened relationships among project partners, monitoring organizations, and end users, which is essential for increasing project impact and achievement of objectives.

Collaboration Objective 2: Work with water quality monitoring organizations to discuss database interface, data needs, reporting procedures, data QA/QC protocols, and all related processes necessary to establish a database that is as complete as possible and trusted by partners.

Process: The project team will hold a workshop soon after project start-up to bring key monitoring groups together to discuss all aspects of database set-up and use including data access, delivery, archiving, and quality control, as well as individual agency roles necessary to sustain the effort beyond the life of the project.

Anticipated Outcomes: Clear list of action items and responsible parties to strengthen database refinement and roll-out.

Collaboration Objective 3: Work with the End User Group to identify priority water quality information needs that can be addressed by accessing data from the regional database, as well as desired data outputs.

Process: Through facilitated meetings, WBNERR will work with end users to identify the key types of information and data outputs decision-makers need. Feedback will be summarized and shared with the project team. This feedback will be used to guide Task 3 and development of a data analysis processing script.

Anticipated Outcomes: Prioritized list of data analyses and desired outputs, as well as a list of data gaps.

Collaboration Objective 4: Work with pilot watershed group to conduct further analyses, interpret and translate results, and identify opportunities for applying data within the watershed to help inform water quality management decisions.

Process: Drawing on a review of available data by watershed, as well as the data needed to effectively run the processing script, the project team will select a pilot watershed. This decision will be made as part of the project implementation process and with consideration to areas where use of the regional database and processing script may be illustrated most effectively. This will inform lessons learned and serve as a template for other watersheds. Two meetings with key decision-makers within the pilot watershed, as well as database developers and technical data experts will take place. The purpose of these meetings will be to unpack and illustrate how municipalities can apply project outputs to decision-making, as part of local planning and management efforts. Where and how analyses can help decision-makers evaluate implementation of local water quality plans will be a focus of these deliberations. After the pilot process has been completed WBNERR will convene a regional workshop to share results of what was learned and transfer lessons to decision-makers in other watersheds on Cape Cod. Lessons and results from the process will be captured in the final project report.

Anticipated Outcomes: Decision-makers from pilot watershed receive analyzed and interpreted watershed specific data to inform management efforts. Decision-makers understand, trust and can apply the project outputs.

Collaboration Objective 5: Work with monitoring organizations and selected researchers from the pilot watershed to identify monitoring and research gaps. This is essential to create a feedback loop that allows the project team to identify how the regional database can be used to help improve monitoring.

Process: Given the range of approaches being considered across the region to help improve water quality, it is critical that a component of this project is geared toward better understanding outstanding monitoring needs. A workshop will be held to identify (i) if and where monitoring should/can be enhanced or streamlined, (ii) if previously uncollected parameters are needed to capture key trends, (iii) gaps in current monitoring efforts and resources needed to meet these gaps, (iv) opportunities where monitoring groups can work together more effectively to achieve shared goals and strengthen the regional database.

Anticipated Outcome: Recommendations developed to help guide future monitoring efforts. Identification of key research needs that is shared with regional research entities.

Task 2 Outputs: 1) Guidance on database QA/QC; 2) List of priority data outputs for Task 3; 3) Final report for one pilot watershed; 4) Key recommendations to guide future monitoring efforts; 4) List of key research needs to help inform local management efforts

Task 3: Data analysis and development of a processing script

As previously described and as will be further developed and defined by the collaborative process, data analysis tools summarizing water quality data into metrics that are easy to digest, and representative of trends and patterns are needed. Information is needed at spatial scales ranging from the sampling station to the watershed to the region. In response to this regional management need the project team will analyze spatial and temporal trends in water quality across the coastal and fresh waters of Cape Cod.

Location-specific water quality monitoring is necessary to identify problems and develop and evaluate management solutions because underlying drivers of declining water quality may be dramatically different from one watershed to another. Broader spatial and temporal scale analyses are often not available when water quality monitoring focuses on a single watershed or water body. The project team plans to utilize the regional database to generate a region-wide dataset, which will be critical to understanding both local and broader scale patterns in water quality and climate indicators. For example: water quality, indicated by chlorophyll *a* pigments, has declined across Buzzards Bay and other Cape Cod coastal embayments over the past several decades. The decline in water quality observed across Buzzards Bay is more consistent with regional climate warming, rather than trends in nutrient loading or nitrogen concentration (Rheuban et al. 2016, Williamson et al. 2017). Using this database, the following question can be answered: do our observations in Buzzards Bay represent a similar pattern across the all the coastal and fresh waters of Cape Cod?

Woods Hole Oceanographic Institution (WHOI) will develop a processing script for data trend analyses. Detailed data analyses will allow end users to discern if implemented mitigation strategies are effective or if other factors beyond traditional management tools have impacted local and regional water quality. The proposed work will make data analysis accessible to local stakeholders by combining modern, open source data analytics toolboxes with web-based dashboards and GIS. The data analysis will be designed such that metrics will be generated upon request at user-defined spatial and temporal scales. Data analyses will utilize QA/QC protocols and will have the ability to integrate new data into analyses as the database is updated, providing long-term benefit to end users beyond the period of the grant.

In conjunction with the collaborative process, the project team will generate a detailed interpretation of historical water quality data for one pilot watershed. This detailed interpretation will also include an analysis of nitrogen loading history based on published nitrogen loading models. Project partners at WHOI completed a nitrogen loading trend analysis of 28 embayments within the Buzzards Bay watershed (Williamson et al. 2017) and propose a similar analysis for the detailed interpretation of a chosen embayment. Data needs for the historical nitrogen loading trend analysis, such as land use and MA level III assessors' data, have already been compiled by project partners. This historical nitrogen loading trend analysis will allow us to compare nutrient input trends with water quality trends and will provide a framework of analyses for other regional watersheds.

APCC staff will analyze and compare freshwater quality data to suitable water quality standards, including state and federal Clean Water Act standards for surface waters and drinking water. Work will take advantage of existing resources, such as the Cape Cod Pond and Lake Atlas, which includes freshwater standards for evaluating pond water quality that consultants have been using for most detailed pond studies since 2003.

All analyses will be used in development of water resources report cards and the “State of the Waters: Cape Cod” report, which will grade and characterize water resources (described as part of task 4).

Task 3 Outputs: 1) Complete and annotated processing script for estuarine data analyses; 2) Data trend analyses for currently available estuarine and freshwater data sets; 3) Data interpretation for one pilot watershed; 4) Evaluation of current water quality relative to known standards (ex. nitrogen TMDLs); 5) Comparison of water quality across regions to identify trends and commonalities; 6) Summary of results and needs assessment.

Task 4: Integration with web-based user interface and other information products

Data and analyses will be made available through a web-based user interface, water resources report cards, the “State of the Waters: Cape Cod” annual reports, and other information products.

The processing script will be integrated into the regional database and website user interface. Commission staff will review the data processing script developed by WHOI, work with WHOI staff to integrate the script into an SQL procedure, and verify script functionality through testing of the procedure. Commission staff will edit existing SQL tables or create new tables for processed data from the SQL procedure to interface with the web-based interface.

Estuarine data analyses that result from the processing script and that are consistent with the end user needs established in task 2 will be displayed on the regional database website. To ensure ease of access and use, Commission staff will work with project partners and the End User Group to assess the suitability of the current web interface. Charts and visuals will be edited and/or created, as needed, to display appropriate analyses.

Estuarine and freshwater data analyses will be used to develop the “State of the Waters: Cape Cod” report, which will be an organized compilation of report cards. All data and analyses from task 3 will be integrated into water resources report cards that characterize issues and form the basis of the report. APCC will characterize water resources based on analyses completed. Report cards will describe and grade watersheds, ponds and lakes, drinking water, coastal waters, and groundwater on Cape Cod.

To develop report cards, APCC will use a methodology that has been used effectively to raise public awareness and promote action in areas such as California, Florida, Maine, New Hampshire, New York, Oregon, Texas, Washington, the Great Lakes, Chesapeake Bay, U.S. waters and internationally. In Massachusetts, report cards have highlighted water quality problems and improvements in at least five water bodies, including the Blackstone River, Charles River, Mystic River, Buzzards Bay, and Taunton River. Report cards were also used to highlight beach water quality issues at 15 public beaches in metropolitan Boston. A list of the report cards referenced can be found in attachment B.

Aside from Buzzards Bay communities, Cape Cod does not have any water resources report cards to help the public and decision makers understand problems and encourage action. Most report cards assign a letter grade using defined criteria and sometimes the grade is combined with a color scale to indicate degree of severity. The result is powerful, graphic, and easy to comprehend.

The “State of the Waters: Cape Cod” Report will integrate the report cards and be easily understood by the general public yet developed with sufficient rigor to be accepted by experts and regulators. The report will be publicly available through digital and conventional media and will become a regular and prominent feature released at the APCC annual meetings and promoted in other venues. In subsequent years, the report will be updated to reflect the latest data.

The report will be used as an educational resource, but also to identify themes and issues and inform better public policy regarding the improvement and preservation of Cape Cod’s water resources.

Task 4 Outputs: 1) Updated web-based user interface to display and make publicly accessible all data and analyses; 2) Water resources report cards that provide letter grades for water quality of lakes, rivers, estuaries and coastal waters, groundwater, drinking water and watersheds; 3) “State of the Waters: Cape Cod” Report

Task 5: Targeted Outreach to Inform Local Action

Results will be delivered and translated to local-decision-makers best positioned to apply and integrate findings into local planning and management.

In addition to the workshops and meetings identified above, WBNERR will conduct two additional workshops to share results from this work with the full End User Group, other regional decision-makers, and the public. The purpose of these workshops is to share results of data analysis and information products with those who need the information to make decisions. Depending on timing and feedback from the End User Group and project team, these workshops may be stand alone or combined and/or coordinated with other long standing regional outreach events that are well known and well attended. Three of these include the One Cape Summit (led by the Commission), the Cape Coastal Conference (led by WBNERR and several partner organizations and agencies) and the APCC Annual Meeting. Linking the project outreach and communication plan with these established regional events will help to strengthen overall impact and enhance cohesiveness.

Annual Meetings: APCC will release the “State of the Waters: Cape Cod” Report at its annual meeting, in August/September of each year. Most meetings draw approximately 150 people. The Commission will showcase this project at the OneCape Summit, which focuses on both the environment and the economy, but was originally established to address progress on water quality improvement. The Summit attracts between 200 and 300 attendees each year. The annual Cape Coastal Conference will also be an opportunity for the distribution of project information. It typically draws between 300 and 400 attendees. This established pattern of annual regional events will help draw attention to the project and set the stage for utilizing project outputs to inform restoration and protection of water resources over the long term.

Social media: APCC will design and implement a social media campaign that will publicize the “State of the Waters: Cape Cod” Report. Planned work includes: 1) a blog with short articles and photos about water quality, natural history information on marine and freshwater systems, and best management practices for protecting water resources. 2) social media posts related to water quality and relaying specific information on issues and events to generate interest in this project.

During the first year of the project, the project team will establish a schedule for targeted outreach that takes into consideration annual meeting dates that are not known at the time of this submission.

Task 5 Outputs: 1) Presentation of project results and resources and additional engagement with end users at regional outreach events, including, but not limited to the OneCape Summit, Cape Cod Coastal Conference and the APCC Annual Meeting; 2) Social media posts to share information about the project and project outputs

Task 6: Final Report

The project team will provide a final report that summarizes the data collected, the collaborative process and key outputs and outcomes of the process, data analyses, and information products.

The final report will be available through the Commission’s website and partner websites. Information in the report will be shared at existing regional outreach events, as described in task 5, and sections of the final report will be shared individually. For example, water resources report cards and the “State of the Waters” Cape Cod report will be issued annually and serve as standalone documents. The watershed interpretation will serve a localized purpose, as well as be used as a framework for moving forward in other watersheds across the region. The water quality database will be accessible through the web-based interface and will be used by a wider audience than may utilize the final report.

Task 6 Outputs: Final report that includes, at a minimum, 1) Documentation of data collected and aggregated; 2) Database QA/QC procedures; 3) Annotated processing script; 4) Data analysis methods; 4) Detailed interpretation of one or more watersheds; 5) Water resources report cards; 6) “State of the Waters: Cape Cod” Report; 7) Documentation of public outreach and workshops

Project Timeline and Milestones:

	2018					2019												2020						
	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul
Task 1																								
Data Compilation																								
Database QA/QC																								
WBNERR QAPP Development																								
Ponds and Lakes QAPP Development																								
Task 2																								
End User Group Mtgs																								
Monitoring Group Workshop																								
Identify Data Outputs/Analysis Needs																								
Pilot Watershed Interpretation																								
Identify Monitoring/Research Gaps																								
Task 3																								
Data Analysis/Script Development																								
Pilot Watershed Analysis/Interpretation																								
Task 4																								
Development of Report Card Template																								
Report Cards Released																								
"State of the Waters: Cape Cod" Released																								
Integrate Script with Database/Website																								
Task 5																								
Develop Targeted Outreach Schedule																								
Targeted Outreach/Workshops/Meetings																								
Task 6																								
Final Report																								

Local Impact: This project is in direct support of the 15 Cape Cod towns implementing local water quality plans, 11 of which are located within the SNEP region. Successful development of consistent and comparable data analyses will track trends in response to plan implementation, provide post-implementation information, help refine local decision-making, and facilitate management to improve water quality. The proposed processing script will be designed to allow for future automated analyses as new estuarine data are available, creating long-term capacity for embayment specific interpretation and informed local water quality decisions past the grant period. The proposed collection and analysis of freshwater data is consistent with the effort initiated for estuarine data in 2016 and will provide for a long-term, consistent database of all water resources information. The Commission is committed to maintaining the data, working with project partners to integrate new data into the future, and utilizing the QA/QC procedures developed as part of this project. APCC is committed to issuing the “State of the Waters: Cape Cod” Report on an annual basis to ensure ongoing evaluation of Cape Cod’s important water resources and responsive and responsible public policy decisions.

Regional Impact: The strong cooperative relationship among monitoring, management and non-profit organizations builds regional capacity to solve water quality challenges through collaborative and innovative restoration techniques. The combined, downloadable dataset allows for regional scale analyses to identify the impacts of climate and tidal variability on water quality management. The database structure, analyses, and information products will be transferable to other areas within the SNEP region and beyond that seek to collect and analyze long-term data sets and translate them into helpful information products.

The project team recognizes the importance of tracking both the impact of the project process and outcomes to inform future learning across the region and increase overall effectiveness. WBNERR has significant experience in project evaluation and will conduct evaluations of workshops held with managers and decision-makers to determine how well objectives were met and where efforts can be improved. WBNERR will also assess the impact of the collaborative process with the End User Group.

Results of these evaluations will be incorporated in the final project report as part of the body of learning related to this project.

Project Team (See attachment C): The project will be led by the Commission, with expertise in water resources, database development and project management. The Commission will lead project activities, coordinate project tasks, track progress, and maintain communication with project partners. Partner monitoring organizations include the CCS, SMAST and WBNERR. Each will provide data as well as guidance on quality assurance/control and serve as an advisor for data analysis. WBNERR will lead collaborative process, plan outreach workshops to decision-makers and researchers and facilitate end user meetings. WHOI will complete the processing script development and data analysis. APCC will expand upon existing freshwater databases and integrate estuarine and freshwater data and analyses into information products, including water resources report cards and the “State of the Waters: Cape Cod” Report, to increase knowledge and understanding of the health of water resources and identify water restoration needs. An End User Group will be established, consisting of project team members, the CCWPC, and other key end users identified in task 2 to assist in defining data outputs.

Integration and Multiple Benefits: This project takes a holistic approach to water resource issues, addressing both estuarine and freshwater quality. It seeks to advance several SNEP priorities, not limited to, fostering integrated approaches to restoring water quality, habitats and ecosystems; building local and regional capacity, tools and knowledge; strengthening sustainable partnerships; and improving the utility of environmental monitoring for ecosystem management. In addition to data collection and analysis, a program script, and information products, outputs will include a thoroughly vetted, downloadable database and metadata file for research and management applications consistent with DEP and EPA water quality monitoring strategies. This robust water quality database can be used by coastal scientists against other large datasets for future research projects. (e.g. marine fish and mammal migrations, coastal bird migrations, the spread of harmful algal blooms, etc.)

Leveraging: This project leverages work completed by each project partner and work completed by DEP and SMAST to develop total maximum daily loads for nitrogen and seeks to expand the effect of this research and long-term data accumulation on local management decisions. The Commission has developed databases and a web interface to store and share a regional data set. This project will take these efforts one step further to be responsive to local needs, fulfill the recommendations of the 208 Plan, and support existing management efforts to improve water quality, habitats and ecosystems.

Outreach and Communications: All work completed for this project will be included in a web-based interface. The program script will be integrated with the database and will be used on a regular basis, as additional data are available. The data and analyses will be used in water resources report cards and an annual “State of the Waters: Cape Cod” report created by APCC. APCC will build on the report cards and State of the Waters report to develop an “action agenda” that provides recommendations for actions to protect and restore water, along with measures for gauging success in implementing actions. The broad-based and diverse target audience will include the public as well as decisionmakers. Through the CCWPC, the Commission will work to share project outputs with each town. In addition, WBNERR will conduct targeted watershed-based workshops to translate information to local decision-makers. Other target audiences include full- and part-time residents, pond associations, municipal boards, departments and water quality/wastewater committees, fisheries stakeholders, other restoration partners, non-governmental organizations, elected officials, and others. Additional outreach materials will be developed, as needed, and project components will be included in presentations by the Commission and partners, as appropriate, at local, state, regional and national meetings to allow for knowledge transfer.

Literature cited can be found in attachment D.

BUDGET DESCRIPTION

Budget Table

Cost Item or Category	Cost Basis	RAE SNEP Request	Non-Federal Match	Match Source	Total Project Cost
Personnel					
Erin Perry, CCC	364 hrs. @ \$43.27	11,812.71	3,937.57	CCC	15,750.28
Tom Cambareri, CCC	153 hrs. @ \$49.53	5,683.57	1,894.52	CCC	7,578.09
Phil Detjens, CCC	208 hrs. @ \$44.45	6,934.20	2,311.40	CCC	9,245.60
Mario Carloni, CCC	364 hrs. @ \$37.18	10,150.14	3,383.38	CCC	13,533.52
Jo Ann Muramoto, APCC	500 hrs. @ \$48.00	18,000.00	6,000.00	APCC-MET	24,000.00
Don Keeran, APCC	502 hrs. @ \$43.20	16,264.80	5,421.60	APCC-MET	21,686.40
Kristin Andres, APCC	502 hrs. @ \$40.00	15,060.00	5,020.00	APCC-MET	20,080.00
Brian Horsley, APCC	416 hrs. @ \$32.00	9,984.00	3,328.00	APCC-MET	13,312.00
Amy Costa, CCS	390 hrs @ \$34.60	11,072.00	2,422.00	CCS	13,494.00
Brian Howes, PI SMAST	70 hrs. @ \$68.46	4,792.20	-		4,792.20
Roland Samimy, SMAST	70 hrs @ \$54.07	3,784.90	-		3,784.90
Outreach Asst., WBNERR	850 hrs. @ \$25.00	21,250.00	-		21,250.00
WQ Monitoring Asst., WBNERR	206 hrs. @ \$20.12	4,144.72	-		4,144.72
Waquoit Bay Volunteers, WBNERR	546 hrs. @ \$24.69	-	13,480.74	WBNERR	13,480.74
Jennie Rheuban, WHOI	1216 hrs. @ \$42.625	51,832.00	-		51,832.00
Total Personnel		190,765.24	47,199.21		237,964.45
Fringe					
Fringe, CCC	66.36%	22,947.70	7,649.23	CCC	30,596.93
Fringe, APCC	25.00%	14,827.20	4,942.40	APCC	19,769.60
Fringe, CCS	20.00%	2,214.40	484.40	CCS	2,698.80
Fringe, SMAST (+\$16.5/wk)	36.27%	3,176.91	-		3,176.91
Fringe, WBNERR	N/A	-	-		-
Fringe, WHOI	45.99%	23,837.54	-		23,837.54
Total Fringe		67,003.74	13,076.03		80,079.78
Travel					
In-state travel (APCC)	2,000 mi @ \$0.545	730.30	359.70	APCC-MET	1,090.00
Out-of-state (RAE Summit 2018; 2 CCC staff)	See Narrative	4,000.00	-		4,000.00
Out-of-state (RAE Summit 2018; 1 APCC staff)	See Narrative	1,340.00	660.00	APCC-MET	2,000.00
Out-of-state travel (WHOI - S. Doney)	See Narrative	4,798.00	-		4,798.00
Total Travel		10,868.30	1,019.70		11,888.00
Equipment					
WQ Monitoring Equipment	See Narrative	6,500.00	-		6,500.00
Total Equipment		6,500.00	-		6,500.00
Supplies					
Software (APCC)	See Narrative	335.00	165.00	APCC-MET	500.00
Workshop Supplies (APCC)	See Narrative	502.50	247.50	APCC-MET	750.00
Workshop Supplies (WBNERR)	See Narrative	1,500.00	-		1,500.00
Total Supplies		2,337.50	412.50		2,750.00
Contractual					
QAQC Database (CCC)	See Narrative	20,000.00	-		20,000.00
QAPP Development (CCC)	See Narrative	-	7,500.00	CCC	7,500.00
OneCape Conferences (Venues & AV equipment)	See Narrative	10,000.00	10,000.00	CCC	20,000.00
Workshop & Coastal Conference expenses (Venues & AV equipment; WBNERR)	See Narrative	6,000.00	-		6,000.00
Web Design (APCC)	See Narrative	13,400.00	6,600.00	APCC-MET	20,000.00
TMDL Solutions (SMAST)	See Narrative	3,500.00	-		3,500.00
Dr. Scott Doney	See Narrative	-	12,339.00	WHOI	12,339.00
Total Contractual		52,900.00	36,439.00		89,339.00
TOTAL DIRECT		\$ 330,375	\$ 98,146		\$ 428,521
CCC Indirect Cost (applied to direct labor only)	71.90%	24,863.46	8,287.82		33,151.29
APCC Indirect Cost	10.00%	9,044.38	3,274.42		12,318.80
CCS Indirect Cost (NICRA)	50.31%	4,428.80	3,717.80		8,146.60
SMAST Indirect Cost (NICRA)	59.00%	1,175.40	7,824.47		8,999.87
WBNERR Indirect Cost	10.00%	3,289.47	1,348.07		4,637.55
WHOI Indirect Cost (NICRA)	62.00%	26,822.00	23,066.00		49,888.00
Total Indirect Cost		\$ 69,624	\$ 47,519		\$ 117,142
TOTAL (Total Direct+Indirect)		\$ 399,998	\$ 145,665		\$ 545,663
Non-Federal Match as a Percentage of the Request:			36.42%		

Budget Table cont.

Grant Totals Per Partner

SNEP Watershed Grant Proposal - Grant Totals per Partner					
Project Partners		RAE SNEP Request	Non-Federal Match	Match Source	Total Project Cost
Cape Cod Commission	Direct Costs	91,528	36,676	CCC	\$ 128,204
	Indirect Costs	24,863	8,288	CCC	\$ 33,151
	Total:	116,392	44,964	CCC	\$ 161,356
Association to Preserve Cape Cod	Direct Costs	90,444	32,744	APCC-MET	\$ 123,188
	Indirect Costs	9,044	3,274	APCC-MET	\$ 12,319
	Total:	99,488	36,019	APCC-MET	\$ 135,507
Center for Coastal Studies	Direct Costs	13,286	2,906	CCS	\$ 16,193
	Indirect Costs	4,429	3,718	CCS	\$ 8,147
	Total:	17,715	6,624	CCS	\$ 24,339
Umass Dartmouth SMAST	Direct Costs	15,254	-	-	\$ 15,254
	Indirect Costs	1,175	7,824	SMAST	\$ 9,000
	Total:	16,429	7,824	SMAST	\$ 24,254
Waquoit Bay National Estuarine Research Reserve	Direct Costs	39,395	13,481	WBNERR	\$ 52,875
	Indirect Costs	3,289	1,348	WBNERR	\$ 4,638
	Total:	42,684	14,829	WBNERR	\$ 57,513
Woods Hole Oceanographic Institute	Direct Costs	80,467	12,339	WHOI	\$ 92,806
	Indirect Costs	26,822	23,066	WHOI	\$ 49,888
	Total:	107,289	35,405	WHOI	\$ 142,694
TOTAL:	Direct Cost	330,374	98,146		\$ 428,521
	Indirect Cost	69,624	47,518		\$ 117,142
	TOTAL:	\$ 399,998	\$ 145,665		\$ 545,663

Budget Narrative

Personnel

Cape Cod Commission

Thomas Cambareri, Water Resources Technical Services Director: Mr. Cambareri will assist with identification of water resources data sources, data compilation, identifying data analysis needs, and development of the pilot watershed interpretation (Task 1, Task 2, Task 3). 153 hrs. @ \$49.53/hr., total \$7,578.09.

Mario Carloni, Geospatial Developer: Mr. Carloni will be responsible for the database web interface and integrating the processing script with the SQL database and web interface (Task 4). 364 hrs. @ \$37.18/hr., total \$13,533.52.

Phil Detjens, Applications Manager: Mr. Detjens will oversee database development and management, integration of the processing script into an SQL procedure and creating and editing SQL tables (Task 4). 208 hrs. @ \$44.45/hr., total \$9,245.60.

Erin Perry, Special Projects Manager: Ms. Perry will serve as project lead for the grant and is responsible for oversight of the project, coordinating with project partners and reporting (Tasks 1-6). 364 hrs. @ \$43.27/hr., total \$15,750.28.

CCC will provide match of in-kind labor. Fringe benefits are allocated as a percentage applied to total direct salaries. The audited FY17 fringe rate is 66.36% and is broken out as: Retirement (23.40%), Paid Leave Benefits (23.21%), Health Insurance (18.12%), and Medicare (1.63%).

Association to Preserve Cape Cod

Jo Ann Muramoto, Director of Science Programs: Dr. Muramoto will be responsible for freshwater data compilation and data analysis and she will prepare the report cards (Task 1, Task 4). 500 hrs. @ \$48/hr., total \$24,000.

Don Keeran, Assistant Director: Mr. Keeran will serve in an advisory capacity and provide guidance on data compilation and development of report cards and State of the Waters Report (Task 1, Task 4). 502 hrs. @ \$43.20/hr., total \$21,686.40.

Kristin Andres, Director of Education and Outreach: Ms. Andres will oversee development of outreach products and activities for development and promotion of State of the Waters Annual Report (Task 4, Task 5). 502 hrs. @ \$40/hr., total \$20,080.

Bryan Horsley, Restoration Technician: Mr. Horsley will assist with GIS mapping and other technical assistance (Task 4, Task 5). 416 hrs. at \$32/hr., total, \$13,312.

APCC match is in-kind labor funded by a 2018 Massachusetts Environmental Trust grant.

Waquoit Bay National Estuarine Research Reserve

Outreach and Engagement Assistant: The Outreach and Engagement Assistant will work with and be supervised by Tonna-Marie Rogers, WBNERR Coastal Training Program Coordinator, and will provide support in collaborative process design, meeting planning and facilitation and overall coordination of WBNERR tasks. Working with the project team and the Commission as lead, the assistant will develop process agendas for end user meetings, design effective processes to meet meeting goals and record action items and decisions (Task 2, Task 5). 850 hrs. @ \$25/hr., total \$21,250.

Water Quality Monitoring Assistant: The Water Quality Assistant will be trained by the WBNERR Research Associate, Jordan Mora, to maintain water quality stations, including but not limited to, collecting and filtering water samples, calibrating equipment, deploying units, and managing downloaded data. The assistant will support Ms. Mora with QAPP development through research and writing (Task 1). 206 hrs. @ \$20.12/hr., total \$4,144.72.

Fringe benefits are not included in proposal, as staff identified are not benefit eligible.

Waquoit Bay Watcher volunteer hours are contributed as match. Volunteer hours are associated with the Waquoit Bay Watchers Citizen Science Water Quality Monitoring Program (SWMP). The SWMP and Waquoit Bay Watcher programs are ongoing and all past and future data collected will be submitted to the Cape Cod Commission's regional database (Task 1). 546 hrs. @ \$24.69/hr., total \$13,480.74.

APCC will act as the fiscal agent for WBNERR.

Woods Hole Oceanographic Institution

Jennie Rheuban, Research Associate III: Ms. Rheuban will be responsible for data analysis and development of processing scripts, providing advice and direction on the selection of a pilot watershed and working with the project team on database quality assurance and control and to complete the detailed interpretation in the pilot watershed. Ms. Rheuban will work with Commission staff to integrate the processing script with the existing SQL database (Task 2, Task 3, Task 4). 1,216 hrs. @ 42.625/hr., total \$51,832.

WHOI match is in-kind labor provided by Dr. Scott Doney in the amount of \$12,339 and a WHOI contribution of \$23,066 for indirect costs in excess of 25% of the requested amount. Dr. Doney will advise Ms. Rheuban on data analysis and assist with data interpretation. WHOI's fringe rate is included in their Negotiated Agreement with Department of Navy. Fringe benefits are allocated as percentage to

total assignable salaries and allocated paid leave benefits, excluding overtime salaries. The provisional fringe rate of 45.99% for calendar year 2018 is broken out as: Retirement (23.19%), Health/Dental (11.55%), FICA (7.72%), Workers Comp (0.38%), Disability (1.00%), and Other Benefits (2.15%).

Center for Coastal Studies

Amy Costa, Associate Scientist: Dr. Costa will assist with quality assurance and control of the database and provide advice and guidance on data outputs and analysis needs (Task 1, Task 2). 390 hrs. @ \$34.60/hr., total \$13,494.

CCS match is 70 hours of in-kind labor provided by Dr. Costa and \$3,718 in indirect cost (\$2,256 for indirect cost in excess of 25% of the requested amount and \$1,462 for indirect cost applied to the in-kind labor)

UMass Dartmouth School for Marine Science and Technology

Brian Howes, Coastal Systems Program Director: Dr. Howes will assist with quality assurance and control of the database and provide advice and guidance on data outputs and analysis needs (Task 1, Task 2). 70 hours @ \$68.46/hr., total \$4,792.20.

Roland Samimy, Senior Research Manager: Dr. Samimy will assist with quality assurance and control of the database and provide advice and guidance on data outputs and analysis needs (Task 1, Task 2). 70 hrs. @ \$54.07/hr., total \$3,784.90.

SMAST will provide match of \$7,824 in indirect costs. The fringe rate is broken out as: 34.68% fringe benefit, 1.41% FICA, plus an additional \$16.50 per week Health and Welfare.

Travel

In-State Travel

In-State Travel is budgeted for attendance at project partner meetings, advisory committee meetings, and SNEP grantee meetings. Total budgeted is \$1,090. APCC source of match is from a 2018 Massachusetts Environmental Trust grant. SNEP request: \$730.30. APCC's match: \$359.70.

Out-of-State Travel

RAE Summit: As suggested in the RFP, travel is budgeted for four staff to attend the 2018 RAE Summit. An estimate of \$6,000 includes conference registration fees, travel to/from airport, hotel, flight, and meals. APCC source of match is from a 2018 Massachusetts Environmental Trust grant. SNEP request: \$5,340. APCC's match: \$660.

Dr. Scott Doney: Travel is budgeted for Dr. Scott Doney to attend annual meetings on project results. Dr. Doney will provide guidance on data analysis and assist with data interpretation (Task 3). The total amount budgeted is \$4,798. This estimate includes travel from the University of Virginia to WHOI, lodging for one week per year for each of the two years of the proposed project, car rental and per diem.

Equipment

Water Quality Monitoring Equipment

WBNERR will purchase monitoring equipment needed to upgrade the WBNERR water quality monitoring program to data standards comparable to other partner organizations (Task 1). Currently, one of the four SWMP stations is still occupied by an older model sonde, the YSI 6600-series. This station will be upgraded consistent with other sites in Waquoit Bay. The equipment request is for a YSI EXO2 sonde in the amount of \$6,500 (Item #599502-01). The purchase will be made in advance of the 2019 sampling season.

Supplies

Software

APCC will purchase software for data analysis, statistical analysis and plotting. An estimate of \$500 is budgeted (Task 3). APCC source of match is from a 2018 Massachusetts Environmental Trust grant. SNEP request: \$335. APCC's match: \$165.

Workshop Supplies

APCC plans meetings to announce the State of the Waters report and has included an estimate of \$750 for supplies (Task 5). Source of match is from a 2018 Massachusetts Environmental Trust grant. SNEP request: \$502.50. APCC's match: \$247.50.

WBNERR has budgeted \$1,500 in supplies to support end user meetings and watershed-based workshops to translate data to decision-makers (Task 2, Task 5).

Contractual

Database QA/QC

The Commission will advertise and competitively award a contract to a qualified firm to perform quality assurance and control on the existing database and develop procedures for ensuring quality assurance and control on data loaded to the database in the future (Task 1). A budget estimate of \$20,000 is based on previous experience.

QAPP Development

The Commission will comply with State law, County policies and Uniform Guidance related to procurement and competitively award a contract to a qualified firm to develop a QAPP for pond and lake data (Task 1). A budget estimate of \$7,500 is based on previous experience and funds for the QAPP Development will be provided by the Cape Cod Commission.

OneCape Summits

The Commission will hold two OneCape Summits during the project period. The work proposed in this project will be highlighted at each and each will be used as an opportunity to share data outputs, analyses and available information products. A budget estimate of \$20,000 for venue and audio-visual equipment for two conferences is based on previous experience. The Commission will comply with State law, County policies and Uniform Guidance related to procurement and competitively award a contract to a venue to host the Summits. SNEP request: \$10,000. Commission's match: \$10,000.

Cape Coastal Conference and Workshops

Venue rental fees and fees associated with audio visual equipment are anticipated to support watershed-based workshops and other outreach initiatives, including the Cape Coastal Conference, where project outputs, analyses and information products will be highlighted (Task 2, Task 5). An estimate of \$6,000 is budgeted based on previous experience.

Web Design

APCC will comply with State law and Uniform Guidance related to procurement and competitively award a contract to a qualified web design firm to create a State of Waters website (Task 4). A budget estimate of \$20,000 is based on previous experience. APCC source of match is from a 2018 Massachusetts Environmental Trust grant. SNEP request: \$13,400. APCC's match: \$6,600.

TMDL Solutions

TMDL Solutions will work with SMAST to support and provide guidance on data analysis and interpretation (Task 2). SNEP request: \$3,500.

Dr. Scott Doney

Dr. Doney will advise Ms. Rheuban and project partners on biogeochemical data analysis and assist with data interpretation (Task 3). \$12,339 in consulting charges is provided as in-kind match by WHOI.

Indirect Cost

Cape Cod Commission

In accordance with 2 CFR Part 200 App. VII D1b, the Commission, a local government agency that receives less than \$35 million in direct Federal funding, is not required to obtain NICRA. The Commission's audited FY17 indirect rate is 71.90% and is applied to direct labor only. CCC indirect costs included in the SNEP request (\$24,863) are within 25% indirect cost limit. This indirect cost rate equals to 27.16% rate if applied to the Commission's Modified Total Direct Costs of \$91,528.

Association to Preserve Cape Cod

Association to Preserve Cape Cod does not have Negotiated Indirect Cost Rate Agreement and de minimis indirect cost rate of 10% was applied to APCC's Modified Total Direct Costs of \$123,188. Total Indirect Cost: \$12,318.80. SNEP Request: \$9,044. APCC's match: \$3,274.

Waquoit Bay National Estuarine Research Reserve

Waquoit Bay National Estuarine Research Reserve does not have Negotiated Indirect Cost Rate Agreement and de minimis indirect cost rate of 10% was applied to WBNERR's Modified Total Direct Costs. Total Direct cost amount of \$52,875 was reduced by the estimated cost of equipment (\$6,500) for Modified Total Direct Costs of \$46,375. Total Indirect Cost: \$4,637. SNEP Request: \$3,289. WBNERR's match: \$1,348.

Woods Hole Oceanographic Institution

Woods Hole Oceanographic Institution has a Negotiated Indirect Cost Rate Agreement with Department of the Navy, Office of Naval Research, dated January 5, 2018, for the period of 1/1/18 – 12/31/18 (attached) The provisional indirect cost rate for 2018 is 62% and is allocated to Modified Total Direct Costs. Total Indirect Costs: \$49,889 (MTDC base of \$80,467). SNEP request: \$26,822 (25% of the agency request of \$107,289). WHOI's match: \$23,066.

Center for Coastal Studies

Center for Coastal Studies has submitted their Indirect Cost Proposal dated November 30, 2017 to the US Department of Commerce, NOAA Grants Division. CCS has received a letter from NOAA, dated January 31, 2018, stating that Center for Coastal Studies may use their indirect cost rate of 50.31% cited in its Indirect Rate Cost Proposal until the Proposal evaluation process is completed (attached). Indirect Cost rate of 50.31% was applied to MTDC of \$16,192.80. Total Indirect Cost: \$8,147. SNEP Request: \$4,429 (25% of the CCS request of \$17,715). CCS's match: 3,718.

UMass Dartmouth School for Marine Science and Technology

UMass Dartmouth has a Negotiated Indirect Cost Rate Agreement with the Department of Health and Human Services, dated March 10, 2017 (attached). The predetermined rate of 59% is effective for the period of 7/1/18 – 6/30/2010 and has been applied to MTDC of \$15,254. UMass Dartmouth SMAST has elected to include only \$1,175.40 of the indirect costs in their SNEP request and to apply the difference towards their match. Total Indirect Cost: \$9,000. SNEP request: \$1,175. UMass Dartmouth SMAST's match: \$7,825.

Total Indirect Costs included in the SNEP request (\$69,624) equal to 17.41% of the total amount of \$399,998 requested from SNEP for the proposed project.

Grant Totals Per Task

	Total Project Cost Per Task			
	Cost Item	SNEP	Non-Federal Match	Total
Task 1	Salaries & Fringes	46,558.28	24,898.39	71,456.68
	RAE Summit	1,001.67	165.00	1,166.67
	In-State Travel	182.58	89.93	272.50
	QA/QC Database	20,000.00	-	20,000.00
	QAPP Development	-	7,500.00	7,500.00
	Equipment	6,500.00	-	6,500.00
	Indirect Cost	10,314.72	8,460.99	18,775.71
Subtotal:		\$ 84,557	\$ 41,114	\$ 125,672
Task 2	Salaries & Fringes	42,847.38	3,601.53	46,448.92
	RAE Summit	666.67	-	666.67
	Workshop Supplies	750.00	-	750.00
	Cape Coastal Conference	2,500.00	-	2,500.00
	Indirect Cost	11,248.60	9,288.09	20,536.68
Subtotal:		\$ 58,013	\$ 12,890	\$ 70,902
Task 3	Salaries & Fringes	64,364.61	4,653.33	69,017.95
	RAE Summit	1,001.67	165.00	1,166.67
	In-State Travel	182.58	89.93	272.50
	Software	335.00	165.00	500.00
	TMDL Solutions	3,500.00	-	3,500.00
	Dr. Scott Donney & Travel	4,798.00	12,339.00	17,137.00
	Indirect Cost	22,022.25	19,109.62	41,131.87
Subtotal:		\$ 96,204	\$ 36,522	\$ 132,726
Task 4	Salaries & Fringes	71,867.10	19,744.97	91,612.07
	RAE Summit	1,001.67	165.00	1,166.67
	In-State Travel	182.58	89.93	272.50
	Web Design	13,400.00	6,600.00	20,000.00
	Indirect Cost	20,145.69	9,154.09	29,299.78
Subtotal:		\$ 106,597	\$ 35,754	\$ 142,351
Task 5	Salaries & Fringes	28,891.78	6,297.26	35,189.04
	RAE Summit	1,001.67	165.00	1,166.67
	In-State Travel	182.58	89.93	272.50
	Workshop Supplies	1,252.50	247.50	1,500.00
	OneCape Conferences	10,000.00	10,000.00	20,000.00
	Cape Coastal Conference	3,500.00	-	3,500.00
	Indirect Cost	4,492.26	1,038.66	5,530.92
Subtotal:		\$ 49,321	\$ 17,838	\$ 67,159
Task 6	Salaries & Fringes	3,239.28	1,079.76	4,319.04
	RAE Summit	666.67	-	666.67
	Indirect Cost	1,400.00	466.67	1,866.67
Subtotal:		\$ 5,306	\$ 1,546	\$ 6,852
TOTAL:		\$ 399,998	\$ 145,665	\$ 545,663

LIST OF ATTACHMENTS

Maps, photos, drawings, and additional information

- Attachment A: Map of Project Area
- Attachment B: Report Card Examples
- Attachment C: Project Team
- Attachment D: Literature Cited

Letters of Commitment

- Association to Preserve Cape Cod
- Buzzards Bay Coalition
- Cape Cod Water Protection Collaborative
- Center for Coastal Studies
- UMass Dartmouth School for Marine Science and Technology
- Waquoit Bay National Estuarine Research Reserve
- Woods Hole Oceanographic Institution

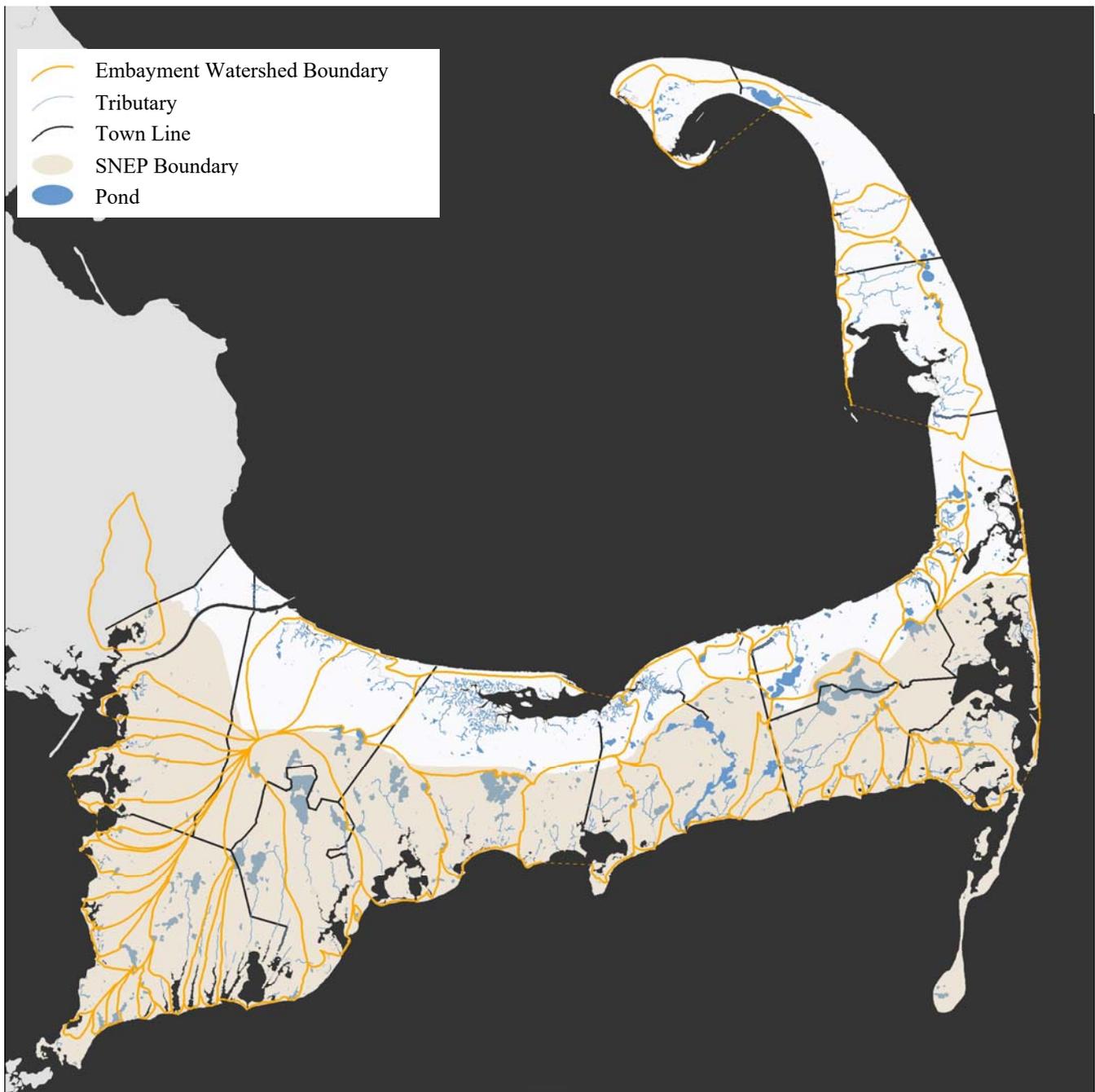
Organizational Budget and Statement of Financial Position

- Barnstable County Approved FY19 Operating and Capital Budget – Cape Cod Commission
- Barnstable County's Basic Financial Statements
 - Summary of Auditor's Results, Schedule of Findings and Questioned Costs
 - Expenditures and Changes in Fund Balances
 - Schedule of Fringe and Indirect Cost Rate – Cape Cod Commission

Negotiated Indirect Cost Rate Agreements

- Center for Coastal Studies
- UMass Dartmouth School for Marine Science and Technology
- Woods Hole Oceanographic Institution

Attachment A: Map of Project Area



Map of Project Area: The proposed project area includes all of Barnstable County. Approximately 60% of Cape Cod is within the SNEP boundary. Almost all the watersheds on Cape Cod that fall within the SNEP boundary are nitrogen impaired and have established total maximum daily loads or Massachusetts Estuaries Project Technical Reports documenting degradation and nitrogen thresholds.

Attachment B: Report Card Examples

California

- Elkhorn Slough National Estuarine Research Reserve. Elkhorn Slough Water Quality Report Card. <http://www.elkhornslough.org/waterquality-reportcard/>.
- California Environmental Protection Agency, State Water Resources Control Board. 2014-2015. https://www.waterboards.ca.gov/about_us/performance_report_1415/plan_assess/11112_tmdl_outcomes.shtml.
- Heal the Bay. Beach Report Cards for California beach water quality. <http://beachreportcard.org/default.aspx?tabid=4>.

Chesapeake Bay

- Chesapeake Bay Report Card. <https://ecoreportcard.org/report-cards/chesapeake-bay> .

Florida

- Florida Department of Environmental Protection. Interactive Water Quality Report Cards. <https://floridadep.gov/dear/watershed-monitoring-section/content/interactive-water-quality-report-cards>

Great Lakes

- Donahue, Michael J. January 2002. The Great Lakes: A Report Card. <https://scholarlycommons.law.case.edu/cgi/viewcontent.cgi?referer=https://www.google.com/&httpsredir=1&article=1451&context=cuslj>.
- Mills County Watershed Report Card. http://erieconserves.org/wp-content/uploads/mills_report_card.pdf.

Maine

- Natural Resources Council of Maine. 2014 Report Card for Maine. https://www.nrcm.org/wp-content/uploads/2013/09/2014_legislative_reportcard.pdf.

Massachusetts

- Blackstone River Watershed Interactive Water Quality Map. http://zaptheblackstone.org/interactive_map/index.php.
- Environmental Protection Agency, Region 1. 2017. Charles River water quality earns a “B” in 2015. <https://www.epa.gov/newsreleases/charles-river-water-quality-earns-b-grade-2016>.
- Massachusetts Water Resources Authority. 2014. EPA’s annual report card gives the Charles River an A- . <http://www.mwra.com/01news/2014/091114-epa-report-card-charles-river-a-.html>.
- Mystic River Report Card. 2016. <https://mysticriver.org/epa-grade/>.
- Mystic River Watershed Report Card. 2016. 2016 Mystic River Watershed Report Card Frequently Asked Questions. <https://www.epa.gov/mysticriver/2016-mystic-river-watershed-report-card-frequently-asked-questions>.
- Report of the Buzzards Bay Citizens’ Water Quality Monitoring Program 1992-1995. <http://buzzardsbay.org/bbpreports/1996-buzzards-bay-water-quality-monitoring-report.pdf>.
- Save the Harbor/Save the Bay. Annual Beach Water Quality Report Card on the Metropolitan Region’s public beaches. 2017. Report on 2016 beach water quality at 15 public beaches in 10 communities in the Boston area (Lynn, Swampscott, Nahant, Revere, Winthrop, East Boston, South Boston, Dorchester, Quincy and Hull). <http://www.savetheharbor.org/Content/beachesreportcard/>.
- Taunton River Watershed Alliance. 2017. 2016 Water Quality Report Card. <https://savethetaunton.org/2017/02/15/2016-water-quality-report-card/>.

New Hampshire

- New Hampshire Department of Environmental Services. Watershed Report Cards. https://www.des.nh.gov/organization/divisions/water/wmb/swqa/report_cards.htm.

New York

- Long Island Sound Water Report Cards. <https://ecoreportcard.org/report-cards/long-island-sound/>.

Oregon

- City of Portland, Oregon, Watershed Report Card. <https://www.portlandoregon.gov/bes/62109>.
- State of Oregon. Water Quality Index. <http://www.oregon.gov/deq/wq/Pages/WQI.aspx>.
- Willamette River (Oregon) Report Card. <http://www.oregon.gov/deq/wq/Pages/Willamette-River-Report.aspx>.
- Heal the Bays. Beach Report Card for Oregon. <http://beachreportcard.org/?st=OR&f=1>.

Texas

- Mission-Aransas National Estuarine Research Reserve. Little Bay Report Card. <https://missionaransas.org/little-bay-report-card>.

U.S.

- Environmental Working Group. 2017. Clean Water Report Card: Failing Grades. https://static.ewg.org/reports/2000/FailingGrades.pdf?_ga=2.72469146.882043222.1512587101-937361266.1512587101.

Washington State

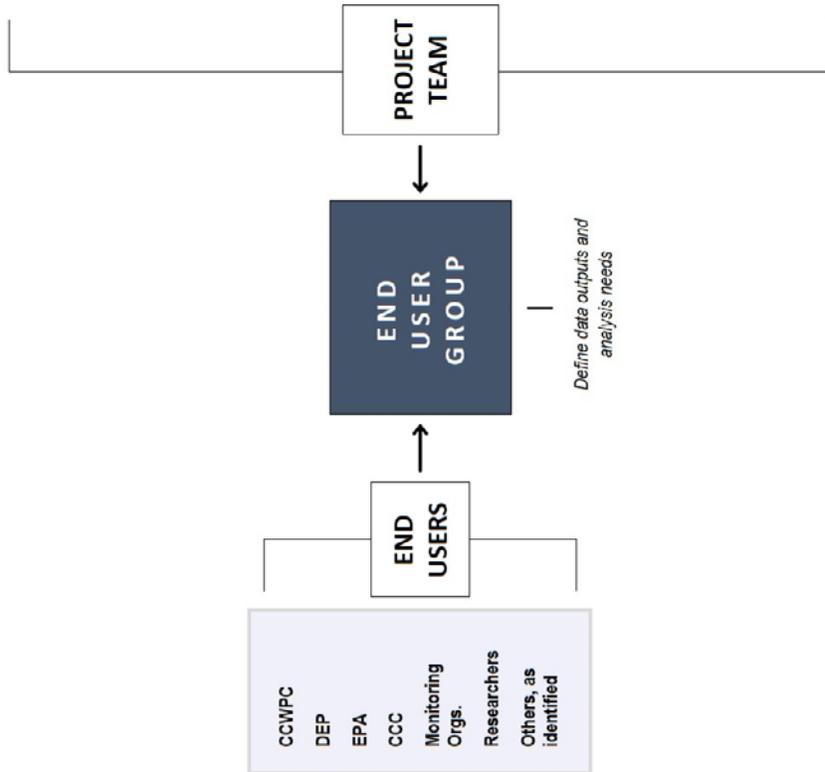
- Pierce County, Washington. 2016 Report Card on Surface Water Health. <https://www.piercecountywa.org/ArchiveCenter/ViewFile/Item/5481>.

International

- World Wildlife Fund. Healthy Rivers for All. <https://www.worldwildlife.org/initiatives/healthy-rivers-for-all>.

Attachment C: Project Team

Woods Hole Oceanographic Institution	<p>Analysis Lead</p> <ul style="list-style-type: none"> Data analysis Processing script development Pilot watershed implementation Integration with database for future analysis and reporting
Waquoit Bay National Estuarine Research Reserve	<p>Collaboration Lead Data and Analysis Advisor</p> <ul style="list-style-type: none"> Provide data Project advisor Quality assurance/control guidance Data analysis advisor Structure collaboration process Facilitate end user meetings
UMass Dartmouth School for Marine Science and Technology	<p>Data and Analysis Advisor</p> <ul style="list-style-type: none"> Provide data Project advisor Quality assurance/control guidance Data analysis advisor
Center for Coastal Studies	<p>Data and Analysis Advisor</p> <ul style="list-style-type: none"> Provide data Project advisor Quality assurance/control guidance Data analysis advisor
Association to Preserve Cape Cod	<p>Information Products Lead</p> <ul style="list-style-type: none"> Integrate water resources data and analyses into information products Create water resources report cards Develop regional State of the Waters report Complete Freshwater data
Cape Cod Commission	<p>Project Lead</p> <ul style="list-style-type: none"> Lead project activities Coordinate tasks and track progress with project partners Database management Lead communication with project partners Data compilation and analysis



AGENDA ITEM 8e

Authorizing the creation of a new fund for a Subrecipient Agreement with Restore America's Estuaries, for a SNEP Watershed Grant to the Cape Cod Commission, in the amount of \$399,998.00 for the period of September 1, 2018 through September 30, 2020

3225 MAIN STREET • P.O. BOX 226
BARNSTABLE, MASSACHUSETTS 02630



CAPE COD
COMMISSION

(508) 362-3828 • Fax (508) 362-3136 • www.capecodcommission.org

DATE: September 6, 2018
TO: Barnstable County Commissioners
FROM: Maria McCauley, Fiscal Officer
RE: New Fund Request

Your vote is requested to create a new special revenue fund for the Southeast New England Program (SNEP) Watershed grant funded by the U.S. Environmental Protection Agency through Restore America's Estuaries at \$399,998.

Thank you for your consideration.

Leo Cakounes, Chair

Ron Beaty, Vice-Chair

Mary Pat Flynn, Commissioner



AGENDA ITEM 8f

Authorizing the creation of a part-time, fully grant funded Forensic Interviewer/Community Sexual Exploitation of Children (CSEC) Case Manager position as recommended by the County Hiring Committee



BARNSTABLE COUNTY

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

Justyna Marczak
Assistant Human Resources Director
Phone: (508) 375-6646
Fax: (508) 362-4136
jmarczak@barnstablecounty.org

DATE: September 11, 2018
TO: County Commissioners
FROM: Justyna Marczak
SUBJECT: Forensic Interviewer/CSEC Case Manager

Please authorize the creation of a part-time, fully grant funded Forensic Interviewer/Community Sexual Exploitation of Children (CSEC) Case Manager position as recommended by the County Hiring Committee.

Approved:

Board of Regional Commissioners

Leo G. Cakounes, Chair

Ronald R. Beaty, Vice-Chair

Mary Pat Flynn, Commissioner

Date

AGENDA ITEM 8g

Authorizing the execution of an amendment to an agreement with the Massachusetts Office of Victim Assistance for a Victim of Crime Act Grant to Children's Cove, increasing funding by \$75,000.00 to a new total of \$350,000.00 for Fiscal Years 2019 and 2020

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the [Executive Office for Administration and Finance \(ANF\)](#), the [Office of the Comptroller \(CTR\)](#) and the [Operational Services Division \(OSD\)](#) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. 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/osd under [OSD Forms](#).

CONTRACTOR LEGAL NAME: COUNTY OF BARNSTABLE		COMMONWEALTH DEPARTMENT NAME: Massachusetts Office for Victim Assistance	
Legal Address: (W-9, W-4,T&C): 3195 MAIN ST BARNSTABLE MA 02630-1105		Business Mailing Address: 1 Ashburton Place, Suite 1101; Boston, MA 02108	
Contract Manager: Stacy Gallagher		Billing Address (if different): n/a	
E-Mail: sgallagher@childrenscove.org		Contract Manager: Daniel Cooper	
Phone: (508) 375-0410	Fax: 508-375-0409	E-Mail: dcooper@MassMail.State.MA.US	
Contractor Vendor Code: VC6000194979		Phone: 617-586-1340	Fax: 617-586-1341
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address Id Must be set up for EFT payments.)		MMARS Doc ID(s): VOCA2019BCCC00000000	
<u> </u> NEW CONTRACT		<u> X </u> CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <u> </u> Statewide Contract (OSD or an OSD-designated Department) <u> </u> Collective Purchase (Attach OSD approval, scope, budget) <u> </u> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <u> </u> Emergency Contract (Attach justification for emergency, scope, budget) <u> </u> Contract Employee (Attach Employment Status Form , scope, budget) <u> </u> Legislative/Legal or Other : (Attach authorizing language/justification, scope and budget)		Enter Current Contract End Date <i>Prior</i> to Amendment: <u>June 30, 2020</u> . Enter Amendment Amount: <u>\$75,000.00</u> . (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <u> X </u> Amendment to Scope or Budget (Attach updated scope and budget) <u> </u> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <u> </u> Contract Employee (Attach any updates to scope or budget) <u> </u> Legislative/Legal or Other : (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth 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 Commonwealth owed debts under 815 CMR 9.00. <u> </u> 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). <u>\$350,000.00</u>			
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 <u> </u> % PPD; Payment issued within 15 days <u> </u> % PPD; Payment issued within 20 days <u> </u> % PPD; Payment issued within 30 days <u> </u> % PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle <u> </u> statutory/legal or Ready Payments (G.L. c. 29, § 23A); <input type="checkbox"/> 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: 2017VAGX0021 FY19/FY20 Children's Cove serves 22 towns with a collective year-round population of over 250,000 within the region of Cape Cod, Nantucket and Martha's Vineyard. The population within the targeted area increases by over 60% during the summer and shoulder months. The Cove provides 24/7 on-call services, at no cost, to children ages 0-17 and their non-offending family members. The Cove supports individuals of any age with developmental or intellectual disabilities.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <u> </u> 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 <u>October 1, 2018</u> , a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date . <u> </u> 3. were incurred as of <u> </u> , 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 from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2020</u> , 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 applicable Commonwealth 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:		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:	
X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)		X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)	
Print Name: _____		Print Name: <u>William T. Lowney</u>	
Print Title: _____		Print Title: <u>Executive Director</u>	



INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

CONTRACTOR LEGAL NAME (AND D/B/A): Enter the Full Legal Name of the Contractor's business as it appears on the Contractor's [W-9](#) or [W-4 Form](#) (Contract Employees only) and the applicable [Commonwealth Terms and Conditions](#). If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's [W-9](#) or [W-4 Form](#) (Contract Employees only) and the applicable [Commonwealth Terms and Conditions](#), which must match the legal address on the 1099I table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on [COMMBUYS](#), the name of the Contract Manager must be included in the Contract on COMMBUYS.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

Contractor Vendor Code: The Department must enter the [MMARS Vendor Code](#) assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the [Vendor File and W-9s Policy](#) for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., "AD001") The Department must enter the MMARS Vendor Code Address ID identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the [Bill Paying](#) and [Vendor File and W-9](#) policies.

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the [three \(3\) letter MMARS Code](#) assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc Ids.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (left side of Form):

Complete this section ONLY if this Contract is brand new. (Complete the CONTRACT AMENDMENT section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

PROCUREMENT OR EXCEPTION TYPE: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See [State Finance Law and General Requirements](#), [Acquisition Policy and Fixed Assets](#), the [Commodities and Services Policy](#) and the [Procurement Information Center \(Department Contract Guidance\)](#) for details.

Statewide Contract (OSD or an OSD-designated Department): Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD: Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

Department Contract Procurement: Check this option for a Department procurement including state grants and federal sub-grants under [815 CMR 2.00](#) and [State Grants and Federal Subgrants Policy](#), Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

Emergency Contract: Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee: Check this option when the Department requires the performance of an [Individual Contractor](#), and when the planned Contract performance with an Individual has been classified using the [Employment Status Form](#) (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Legislative/Legal or Other: Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) *See [Amendments, Suspensions, and Termination Policy](#).)

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. **Amendment to Scope or Budget:** Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. 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.

Interim Contracts: Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee: Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Legislative/Legal or Other: Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly

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posted.

COMMONWEALTH TERMS AND CONDITIONS

Identify which [Commonwealth Terms and Conditions](#) the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See [Vendor File and W-9s](#) Policy.

COMPENSATION

Identify if the Contract is a **Rate Contract** (with no stated Maximum Obligation) or a **Maximum Obligation Contract** (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as [available and encumbered](#) prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth [Bill Paying Policy](#) for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under [G.L. c. 29, s. 23A](#)). See [Prompt Pay Discounts Policy](#). PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments ([G.L. c. 29, § 23A](#)); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for *all* payments under a Contract. Initial grant or contract payments may be accelerated for the *first* invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the [Expenditure Classification Handbook](#)) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the [Effective Date](#) (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default [Effective Date](#) (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the [Settlement and Release Form](#) when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the [Effective Date](#) for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the [Effective Date](#) under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to [G.L. c.4, § 9](#).

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. **If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here.** A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to [G.L. c.4, § 9](#).

CERTIFICATIONS AND EXECUTION

See [Department Head Signature Authorization Policy](#) and the [Contractor Authorized Signatory Listing](#) for policies on Contractor and Department signatures.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "[Anticipated Contract Start Date](#)". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. **Rubber stamps, typed or other images are not acceptable.** Proof of Contractor signature authorization on a [Contractor Authorized Signatory Listing](#) may be required by the Department if not already on file.

Contractor Name /Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the [Contractor Authorized Signatory Listing](#).

Authorizing Signature For Commonwealth/Date: The [Authorized Department Signatory](#) must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "[Anticipated Start Date](#)". **Rubber stamps, typed or other images are not accepted.** The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See [Department Head Signature Authorization](#). The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an [approved Interdepartmental Service Agreement \(ISA\)](#). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name /Title: Enter the Authorized Signatory's name and title legibly.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

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, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and 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:

Commonwealth and Contractor Ownership Rights. The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the [Secretary of State's website](#) as licensed to do business in Massachusetts, as required by law.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under [Executive Order 195](#) and [G.L. c. 11, s.12](#) seven (7) years beginning on the first day after the final payment

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under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under [950 C.M.R. 32.00](#).

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, [Executive Order 147](#); [G.L. c. 29, s. 29F](#); [G.L. c. 30, § 39R](#); [G.L. c. 149, § 27C](#); [G.L. c. 149, § 44C](#); [G.L. c. 149, § 148B](#) and [G.L. c. 152, s. 25C](#).

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable [Massachusetts General Laws](#); the Official [Code of Massachusetts Regulations](#); [Code of Massachusetts Regulations](#) (unofficial); [801 CMR 21.00](#) (Procurement of Commodity and Service Procurements, Including Human and Social Services); [815 CMR 2.00](#) (Grants and Subsidies); [808 CMR 1.00](#) (Compliance, Reporting and Auditing for Human And Social Services); [AICPA Standards](#); confidentiality of Department records under [G.L. c. 66A](#); and the [Massachusetts Constitution Article XVIII](#) if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth [Bill Paying Policy](#). Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed) prior to June 30th, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15th or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

Payments Subject To Appropriation. Pursuant to [G.L. c. 29 § 26, § 27](#) and [§ 29](#), Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by [G.L. c. 29, § 9C](#). A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to [G.L. c. 7A, s. 3](#) and [815 CMR 9.00](#). Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury tax compliance with [Federal tax laws](#); [state tax laws](#) including but not limited to [G.L. c. 62C, G.L. c. 62C, s. 49A](#); compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under [G.L. c. 62E](#), withholding and remitting [child support](#) including [G.L. c. 119A, s. 12](#); [TIR 05-11: New Independent Contractor Provisions](#) and applicable [TIRs](#).

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at least 45 days prior to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is any risk to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal

services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including [31 USC 1352](#); [other federal requirements](#); [Executive Order 11246](#); [Air Pollution Act](#); [Federal Water Pollution Control Act](#) and [Federal Employment Laws](#).

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under [G.L. c. 93H](#) and [c. 66A](#) and [Executive Order 504](#). The Contractor is required to comply with [G.L. c. 93I](#) for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) [Information Technology Division \(ITD\) Protection of Sensitive Information](#), provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the [Payment Card Industry Council Standards](#) and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to [G.L. c. 214, s. 3B](#).

Corporate and Business Filings and Reports. The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the [Secretary of the Commonwealth](#), the [Office of the Attorney General](#) or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and [federal employment laws](#) or regulations, including but not limited to [G.L. c. 5, s. 1](#) (Prevailing Wages for Printing and Distribution of Public Documents); [G.L. c. 7, s. 22](#) (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); [minimum wages and prevailing wage programs and payments](#); [unemployment insurance](#) and contributions; [workers' compensation and insurance](#), [child labor laws](#), [AGO fair labor practices](#); [G.L. c. 149](#) (Labor and Industries); [G.L. c. 150A](#) (Labor Relations); [G.L. c. 151](#) and [455 CMR 2.00](#) (Minimum Fair Wages); [G.L. c. 151A](#) (Employment and Training); [G.L. c. 151B](#) (Unlawful Discrimination); [G.L. c. 151E](#) (Business Discrimination); [G.L. c. 152](#) (Workers' Compensation); [G.L. c. 153](#) (Liability for Injuries); [29 USC c. 8](#) (Federal Fair Labor Standards); [29 USC c. 28](#) and the [Federal Family and Medical Leave Act](#).

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the [Federal Equal Employment Opportunity \(EEO\) Laws](#) the [Americans with Disabilities Act](#); [42 U.S.C. Sec. 12,101, et seq.](#), the [Rehabilitation Act](#); [29 USC c. 16, s. 794](#); [29 USC c. 16, s. 701](#); [29 USC c. 14, 623](#); the [42 USC c. 45](#); (Federal Fair Housing Act); [G.L. c. 151B](#) (Unlawful Discrimination); [G.L. c. 151E](#) (Business Discrimination); the Public Accommodations Law [G.L. c. 272, s. 92A](#); [G.L. c. 272, s. 98](#) and [98A](#), [Massachusetts Constitution Article CXIV](#) and [G.L. c. 93, s. 103](#); [47 USC c. 5, sc. II, Part II, s. 255](#) (Telecommunication Act); Chapter 149, [Section 105D](#), [G.L. c. 151C](#), [G.L. c. 272, Section 92A, Section 98](#) and [Section 98A](#), and [G.L. c. 111, Section 199A](#), and [Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities](#), and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also [MCAD](#) and [MCAD links and Resources](#).

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to [Executive Order 523](#), if qualified through the SBPP COMMBUYS subscription process at: [www.commbuys.com](#) and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The [Information Technology Mandatory Specifications](#) and the [IT Acquisition Accessibility Contract Language](#) are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the [Expenditure Classification Handbook](#) or other Contracts as approved by CTR or OSD. Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



"other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to [G.L. c. 7 s. 22C](#) for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Consultant Contractor Certifications (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to [G.L. Chapter 29, s. 29A](#)). Contractors must make required disclosures as part of the RFR Response or using the [Consultant Contractor Mandatory Submission Form](#).

Attorneys. Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to [G.L. c. 30, s. 65](#), and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors. .

EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable [Executive Orders](#) (see also [Massachusetts Executive Orders](#)), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

Executive Order 130. Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See [IRC § 999\(b\)\(3\)-\(4\)](#), and [IRS Audit Guidelines Boycotts](#)) or engages in conduct declared to be unlawful by [G.L. c. 151E, s. 2](#). A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 346. Hiring of State Employees By State Contractors Contractor certifies compliance with both the conflict of interest law [G.L. c. 268A specifically s. 5 \(f\)](#) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed

to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Order 504. Regarding the Security and Confidentiality of Personal Information. For all Contracts involving the Contractor's access to personal information, as defined in [G.L. c. 93H](#), and personal data, as defined in [G.L. c. 66A](#), owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth [Information Technology Division's Security Policies](#). Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "[Security Policies](#)"; (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the [Commonwealth's Terms and Conditions](#), withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under [G.L. c. 214, § 3B](#) for violations under M.G.L. c. 66A. **Executive Orders 523, 524 and 526.** Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes [Executive Order 478](#)), [Executive Order 524](#) (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390), [Executive Order 523](#) (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

AGENDA ITEM 8h

Authorizing the execution of an amendment to a sub-award agreement for a grant to the Cape Cod Cooperative Extension from the United States National Oceanic and Atmospheric Administration (NOAA)/Woods Hole Oceanographic Institute (WHOI), to support the Sea Grant Program, in the amount of \$985,500.00, for the period of February 01, 2018 through January 31, 2022

WHOI Cost Reimbursable Research Subaward Agreement

Pass-through Entity	Collaborator
Woods Hole Oceanographic Institution, ("WHOI")	Barnstable County Cape Cod Cooperative Extension
Address: 266 Woods Hole Rd. Fenno House, MS #39 Woods Hole, MA 02543	Address: Deed and Probate Bldg P.O. Box 367 Barnstable, MA 02630-0367
	EIN No.: 04-6001419 DUNS: 076612407

Federal Award (Fed Awd) Agency: NOAA, Sea Grant	FAIN: NA18OAR4170104	WHOI Project No : 22180402
Fed Awd Issue Date: 02/27/2018	Total Amt of Fed Awd to WHOI: \$391,100.00	CFDA Title: Sea Grant Support
Est Subaward Period of Performance: 02/01/2018-01/31/2022	Budget Period of Performance: 02/01/2018-08/31/2018	CFDA No. 11.417
WHOI PD: Dr. Matthew Charette	Amt. Currently Available: \$141,300.00	Estimated Incremental Total: \$985,500.00
	Collaborator PI: Diane Murphy	

Project Title: A/S-15 "Woods Hole Sea Grant Marine Extension Program"		
Subaward (Sub) No: A101383	Subject to FFATA: (see Attachment 3B) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Is this Award R&D: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Amendments to Original Terms and Conditions

Effective Date: 6/25/2018	Amendment No: 1
-------------------------------------	---------------------------

The Purpose of this amendment is the **addition of \$94,200.00 in incremental funding for the remainder of Year 1**. The **Budget Period is hereby extended through 1/31/2019**. Period of Performance remains through 1/31/2022. The total amount Currently Available for payment is **increased to \$235,500.00**.
Also the notation of the Indirect Rate is being added to the cover page of the Subaward Agreement.

Please make the following changes to your Award Agreement.

Indirect Rate: N/A	Total Amt. of Fed Awd. to WHOI: \$670,000.00
Est Subaward Period of Performance: 02/01/2018-01/31/2022	Budget Period of Performance: 02/01/2018-01/31/2019
Amt. Currently Available: \$235,500.00	Estimated Incremental Total: \$985,500.00

Attachment 4: Incremental Funding

This Agreement is incrementally funded. The total amount of this Agreement is **\$985,500.00**.
The amount currently available for payment is **\$235,500.00** which covers the Budget Period as hereby extended and the Period of Performance.
WHOI's obligation for the difference of **\$750,000.00** is contingent upon the availability of funds and the scientific progress of this project. Accordingly, no legal liability on the part of WHOI for payment of this difference shall exist unless and until an amendment is issued to the Collaborator to make these funds available.

Cost Share Requirements

The total of **\$657,177.00** on this Subaward has been committed for Cost Share.
Cost Share amount for **Year One** is **\$153,242.00**. Cost Share amount for **Year Two** is **\$160,459.00** and will be committed with future increment of funds. Cost Share amount for **Year Three** is **\$168,105.00** and will be committed with future increment of funds. Cost Share amount for **Year Four** is **\$175,370.00** and will be committed with future increment of funds.
All Cost Share must be documented on your invoices with period and cumulative totals reported.

All other Terms and Conditions remain in full force and effect.

Authorized Official of WHOI:  Susan P. Ferreira, Post Award Manager Grant & Contract Services	Authorized Official of COLLABORATOR: Date
Date 7/16/2018	Date

Attachment 2-Corrected
WHOI Cost Reimbursable Research Subaward Agreement
Prime Award Terms and Conditions
DOC/NOAA

General Terms and Conditions:

1. By signing this Subaward, Collaborator agrees to the following: To abide by the conditions on activities and restrictions on expenditure of federal funds in appropriations acts that are applicable to this subaward to the extent those restrictions are pertinent. This includes any recent legislation noted on the Federal Awarding Agency's Award Conditions website: http://www.osec.doc.gov/oam/grants_management.
2. This Cost-reimbursable Research Subaward Agreement is subject to the following:
 - a. *The Federal Awarding Agency's Grants Policy guidance*, including addenda in effect as of the beginning date of the period of performance or as amended;
 - b. *Department of Commerce Financial Assistance Standard Terms and Condition Dated March 31, 2017; And OMB Uniform Guidance 2 CFR Part 200*, both a & b found at the bottom of the following: http://www.osec.doc.gov/oam/grants_management/policy/default.htm.
 - c. *NOAA Financial Assistance Administrative Terms; found at* <http://www.who.edu/fileserver.do?id=260884&pt=2&p=215509>
 - d. *Federal-wide Research Terms and Conditions; and*
 - e. *DOC Research Terms and Conditions: Agency-Specific Requirements, both d & e* found at: <http://www.nsf.gov/awards/managing/rtc.jsp>
except for the following:
 - i. No Cost extensions require the written approval of WHOI. Any requests for a No Cost extension shall be directed to the Administrative Contact as shown in Attachment 3A, not less than 30 days prior to the desired effective date of the requested
 - ii. Any payment mechanisms and financial reporting requirements described in the applicable Federal Agency Terms and Conditions and/or Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) on the cover page of this Subaward Agreement; and
 - iii. Any prior approvals are to be sought from WHOI and not the Federal Awarding Agency.
 - iv. Prior approval must be sought for a change in Collaborator PI or change in Key Personnel as listed on the cover page of this Subaward Agreement.
3. Automatic Carry Forward: Yes No
(If No, Carry Forward requests must be sent to WHOI's Administrative Contact as shown in Attachment 3A.
4. Title to equipment costing \$5,000 or more that is purchased or fabricated with research funds or Collaborator cost sharing funds, as direct costs of the project or program, shall vest in the Collaborator upon acquisition subject to the conditions specified in *2 CFR § 200.313 of the Uniform Guidance* .
5. Treatment of Program Income, per *2 CFR § 200.307*:
 Additive
 Other, Specify.....

Special Terms and Conditions:

1. Copyrights

Collaborator grants to WHOI an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward Agreement solely for the purpose of and only to the extent required to meet WHOI's obligations to the Federal Government under its Prime Award.

Collaborator grants to WHOI the right to use any written progress reports and deliverables created under this Subaward solely for the purpose of and only to the extent required to meet WHOI's obligations to the Federal Government under its Federal Award.

2. Data Rights

Collaborator grants to WHOI the right to use data created in the performance of this Subaward Agreement solely for the purpose of and only to the extent required to meet WHOI's obligations to the Federal Government under its Federal Award.

3. Data Sharing and Access:

Collaborator agrees to comply with the Federal Awarding Agency's data sharing and access requirements as reflected in the NOA, the Special Award Conditions, and the Data Management/Sharing Plan submitted to the Federal Awarding Agency. Data Sharing and Access Plan attached at Appendix C if applicable.

4. Promoting Objectivity in Research (Conflict of Interest (COI)):

By execution of this Subaward, Collaborator certifies that its COI policy complies with the requirements of the relevant Federal Awarding Agency as identified herein.

Collaborator shall report any financial conflict of interest to WHOI's Administrative Representative or COI contact, as designated on Attachment 3A. Any financial conflicts of interest identified shall, when applicable, subsequently be reported to Federal Awarding Agency. Such report shall be made before expenditure of funds authorized in this Subaward and within 45 days of any subsequently identified COI.

Specific Terms and Conditions from:

NOAA Financial Assistance Administrative Terms-Revised December 13, 2017 as applicable but, in particular specific articles are reiterated below as directed.

III. Scientific Integrity

A. General Guidelines

1. *Maintaining Integrity.* The recipient shall maintain the scientific integrity of research performed pursuant to this grant or financial assistance award including the prevention, detection, and remediation of any allegations regarding the violation of scientific integrity or scientific and research misconduct, and the conduct of inquiries, investigations, and adjudications of allegations of violations of scientific integrity or scientific and research misconduct. All the requirements of this provision flow down to Collaborators.

2. *Peer Review.* The peer review of the results of scientific activities under a NOAA grant, financial assistance award, or cooperative agreement shall be accomplished to ensure consistency with NOAA standards on quality, relevance, scientific integrity, reproducibility, transparency, and performance. NOAA will ensure that peer review of "influential scientific information" or "highly influential scientific assessments" is conducted in accordance with the Office of Management and Budget (OMB) Final Information Quality Bulletin for Peer Review and NOAA policies on peer review, such as the Information Quality Guidelines.

3. In performing or presenting the results of scientific activities under the NOAA grant, financial assistance award, or cooperative agreement and in responding to allegations regarding the violation of scientific integrity or scientific and research misconduct, the recipient and all Collaborators shall comply with the provisions herein and NOAA Administrative Order (NAO) 202-735D, Scientific Integrity, and its Procedural Handbook, including any amendments thereto. That Order can be found at: <http://nrc.noaa.gov/ScientificIntegrityCommons.aspx>.

4. *Primary Responsibility.* The recipient shall have the primary responsibility to prevent, detect, and investigate allegations of a violation of scientific integrity or scientific and research misconduct. Unless otherwise instructed by the grants officer, the recipient shall promptly conduct an initial inquiry into any allegation of such misconduct and may rely on its internal policies and procedures, as appropriate, to do so.

5. By executing this grant, financial assistance award, or cooperative agreement the recipient provides its assurance that it has established an administrative process for performing an inquiry, investigating, and reporting allegations of a violation of scientific integrity or scientific and research misconduct; and that it will comply with its own administrative process for performing an inquiry, investigation, and reporting of such misconduct.

6. The recipient shall insert this provision in all subawards at all tiers under this grant, financial assistance award, or cooperative agreement.

B. Investigating Scientific Integrity or Scientific and Research Misconduct

1. Initiating Investigation. If the recipient or sub recipient determines that there is sufficient evidence to proceed to an investigation, it shall notify the grants officer and, unless otherwise instructed, the recipient or Collaborator shall:

- a. Promptly conduct an investigation to develop a complete factual record and an examination of such record leading to either a finding regarding the violation of scientific integrity or scientific and research misconduct and an identification of appropriate remedies or a determination that no further action is warranted.
- b. If the investigation leads to a finding regarding the violation of scientific integrity or scientific and research misconduct, obtain adjudication by a neutral third party adjudicator. The adjudication must include a review of the investigative record and, as warranted, a determination of appropriate corrective actions and sanctions.

2. Finalizing Investigation. When the investigation is complete, the recipient shall forward to the grants officer a copy of the evidentiary record, the investigative report, any recommendations made to the recipient adjudicating official, the adjudicating official's decision and notification of any corrective action taken or planned, and the subject's written response (if any).

C. Findings and Corrective Actions

If the recipient finds that scientific integrity has been violated or scientific and research misconduct has occurred, it shall assess the seriousness of the misconduct and its impact on the research completed or in process and shall:

- a. Take all necessary corrective actions, which includes, but are not limited to, correcting the research record, and, as appropriate, imposing restrictions, controls, or other parameters on research in process or to be conducted in the future, and
- b. Coordinate remedial action with the grants officer.

Additional Sea Grant Terms:

Acknowledgement for Publications Resulting from Sea Grant Support

All publications and/or products resulting from Sea Grant support should have an acknowledgement containing one of the statements below that best pertains to the publication or product.

It is important that the Woods Hole Sea Grant Office receive copies of all such publications and/or products. For electronic publications or web-based publications or products, we require the relevant URL.

Quantities Required:

- Journal Reprints: 20 copies and/or the document provided electronically as a PDF file
- Other publications/products: Please contact the Woods Hole Sea Grant office at [508-289-2665](tel:508-289-2665) or seagrant@whoi.edu.

Sea Grant Acknowledgement for journal articles, proceedings, theses:

This work was funded by the Sea Grant Program at the Woods Hole Oceanographic Institution, under grant from the National Oceanic and Atmospheric Administration, U.S. Department of Commerce, [Grant No. NA18OAR4170104, A/S-15.](#)

Sea Grant Acknowledgement for educational materials, websites, presentation materials:

This work was supported by the Sea Grant Program at the Woods Hole Oceanographic Institution, [Grant No. NA18OAR4170104, A/S-15.](#)

Note: If this work was partially supported by Woods Hole Sea Grant, you may modify the acknowledgements above, and insert “partially” before the word “funded” (top example) or “supported” (bottom example).

FORM CD-451
(REV 10-98) LF
DAO 203-26

U. S. DEPARTMENT OF COMMERCE

**AMENDMENT TO
FINANCIAL ASSISTANCE AWARD**

GRANT COOPERATIVE AGREEMENT

ACCOUNTING CODE

AWARD NUMBER

NA18OAR4170104

RECIPIENT NAME
WOODS HOLE OCEANOGRAPHIC INSTITUTION

AMENDMENT NUMBER

2

STREET ADDRESS
266 WOODS HOLE RD

EFFECTIVE DATE

02/01/2018

CITY, STATE, ZIP CODE
WOODS HOLE MA 02543-1536

EXTEND WORK COMPLETION TO

N/A

CFDA NO. AND PROJECT TITLE
11.417 Woods Hole Oceanographic Institution Sea Grant Omnibus Proposal, 2018-2022

COSTS ARE REVISED AS FOLLOWS	PREVIOUS ESTIMATED COST	ADD	DEDUCT	TOTAL ESTIMATED COST
FEDERAL SHARE OF COST	\$670,000.00	\$447,472.00	\$0.00	\$1,117,472.00
RECIPIENT SHARE OF COST	\$340,750.00	\$226,297.00	\$0.00	\$567,047.00
TOTAL ESTIMATED COST	\$1,010,750.00	\$673,769.00	\$0.00	\$1,684,519.00

REASON(S) FOR AMENDMENT

- To provide continued funding for the project entitled "Woods Hole Oceanographic Institution Sea Grant Omnibus Proposal, 2018-2022" per the recipient's application dated 11/21/2017, and revision dated 01/03/2018, which are incorporated by reference.
- To revise NOAA Administrative Specific Award Conditions.

This Amendment approved by the Grants Officer is issued in triplicate and constitute an obligation of Federal funding. By signing the three documents, the Recipient agrees to comply with the Amendment provisions checked below and attached, as well as previous provisions incorporated into the Award. Upon acceptance by the Recipient, two signed Amendment documents shall be returned to the Grants Officer and the third document shall be retained by the Recipient. If not signed and returned without modification by the Recipient within 30 days of receipt, the Grants Officer may unilaterally terminate this Amendment.

Special Award Conditions (Attachment B)

Line Item Budget (Attachment A)

Other(s)

SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER

Patty Mayo

TITLE

Grants Officer

DATE

06/19/2018

TYPE NAME AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

Amy Chadburn

TITLE

Grants Administrator

DATE

06/25/2018

Special Award Conditions

Award Number: NA18OAR4170104

Amendment Number: 2

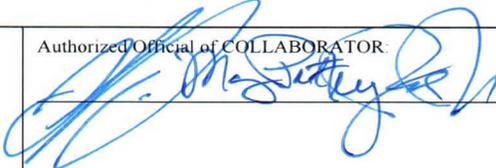
1) Multi-Year Special Award Condition

1.(REVISED)(MULTI-YEAR) The award period and budget(s) incorporated into this award cover a 4-year period for a total amount of \$4,469,888 in Federal funds. However, Federal funding available at this time is limited to \$1,117,472 for this funding period. Receipt of any 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 the Department of Commerce. The Department of Commerce 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 funding period for this award is 02/01/2018 through 01/31/2019 and may be extended through 01/31/2022.

2) Matching Requirement

Since this award requires the recipient to provide \$226,297 in project-related costs from non-Federal sources, the recipient must maintain in its official accounting records an accounting of \$673,769 as the total Federal and non-Federal share.

WHOI Cost Reimbursable Research Subaward Agreement

Pass-through Entity		Collaborator	
Woods Hole Oceanographic Institution, ("WHOI")		Barnstable County Cape Cod Cooperative Extension	
Address: 266 Woods Hole Rd. Fenno House, MS #39 Woods Hole, MA 02543		Address: Deed and Probate Bldg P.O. Box 367 Barnstable, MA 02630-0367	
EIN No.: 04-6001419		EIN No.: 04-6001419	
DUNS: 076612407		DUNS: 076612407	
Federal Award (Fed Awd) Agency: NOAA, Sea Grant		FAIN: NA18OAR4170104	WHOI Project No : 22180402
Fed Awd Issue Date: 02/27/2018	Total Amt of Fed Awd to WHOI: \$391,100.00	CFDA Title: Sea Grant Support	CFDA No. 11.417
Est Subaward Period of Performance: 02/01/2018-01/31/2022	Budget Period of Performance: 02/01/2018-08/31/2018	Amt. Currently Available: \$141,300.00	Estimated Incremental Total: \$985,500.00
WHOI PD: Dr. Matthew Charette		Collaborator PI: Diane Murphy	
Project Title: A/S-15 "Woods Hole Sea Grant Marine Extension Program"			
Subaward (Sub) No: A101383	Subject to FFATA: (see Attachment 3B) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Is this Award R&D: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<input checked="" type="checkbox"/> Deliverables/Reporting and <input checked="" type="checkbox"/> Incremental Funding and <input checked="" type="checkbox"/> Cost Sharing Statements <input checked="" type="checkbox"/> Closeout Requirements (See Attachment 4 for all that Apply)			
Terms and Conditions			
1) WHOI hereby awards a cost reimbursable subaward, as described above, to Collaborator. The statement of work and budget for this subaward are as shown in Attachment 5. In its performance of subaward work, Collaborator shall be an independent entity and not an employee or agent of WHOI.			
2) WHOI shall reimburse Collaborator not more often than monthly and not less frequently than quarterly for allowable costs incurred. Upon the receipt of proper invoices, the WHOI agrees to process payments in accordance with this Subaward and 2 CFR 200.305. All invoices shall be submitted using Collaborator's standard invoice, and should be formatted to include those items <u>listed on Attachment 4</u> . Invoices should be sent electronically to WHOI's Financial Contact, as shown in Attachment 3A. <i>Invoices that do not reference WHOI's subaward number shall be returned to Collaborator.</i> Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's Financial Contact, as shown in Attachment 3A.			
3) A final statement of cumulative costs incurred, including cost sharing, marked "FINAL," must be submitted to WHOI's Financial Contact, as shown in Attachment 3A, along with a completed Subaward Release of Claims form signed by an Authorized Official, (blank found in <u>Appendix A</u>), NOT LATER THAN sixty (60) days after subaward end date. The final statement of costs shall constitute Collaborator's final financial report.			
4) All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Collaborator. WHOI reserves the right to reject an invoice, in accordance with 2 CFR 200.305.			
5) Matters concerning the technical performance of this subaward should be directed to the appropriate party's Principal Investigator/Project Director, as shown in Attachment 3A. Technical reports are required as shown above, "Deliverables/Reporting Requirements."			
6) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this subaward agreement, and any changes requiring prior approval, should be directed to the appropriate party's Administrative Contact, as shown in Attachment 3A. Any such changes made to this subaward agreement require the written approval of each party's Authorized Official, as shown in Attachment 3A.			
7) Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.			
8) Either party may terminate this subaward agreement with thirty days written notice to the appropriate party's Administrative Contact, as shown in Attachment 3A. WHOI shall pay Collaborator for termination costs as allowable under Uniform Guidance, 2 CFR 200.			
9) No-cost extensions require the approval of WHOI. Any requests for a no-cost extension should be addressed to and received by the Administrative Contact, as shown in Attachment 3A, not less than (30) thirty days prior to the desired effective date of the requested change.			
10) By signing this Research Subaward Agreement, Collaborator makes the certifications and assurances shown in Attachments 1 and 2.			
11) By signing this Research Subaward Agreement including Attachments and Appendices, Collaborator certifies that it will perform the Statement of Work in accordance with the terms and conditions of this agreement, including Attachment 1 and 2, and the applicable terms of the Prime Award, as referenced in Attachment 2 and found at Appendix B. The parties further agree that they intend this Subaward to comply with all applicable laws, regulations and requirements.			
Authorized Official of WHOI:		Authorized Official of COLLABORATOR:	
_____ Susan P. Ferreira, Post Award Manager Grant & Contract Services		 _____ Date	
Date		Date	

Attachment 3B WHOI Cost Reimbursable Subawardee Data Sheet

In an effort to make the Subcontract reporting required by The Federal Funding Accountability and Transparency Act accurate, Woods Hole Oceanographic Institution asks for the following Subrecipient Information as it pertains to the DUNS number reported.

Subrecipient is currently registered in SAM <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Subrecipient EIN #		04-6001419	
Subrecipient DUNS #:		076612407	
Subrecipient Legal Name:		County of Barnstable -Cooperative Extension	
Subrecipient Doing Business As Name:		Cooperative Extension	<input type="checkbox"/> N/A
Subrecipient Address: No. 3195		Street: Main Street	
City: Barnstable		State: MA	
Country: USA	Zip+4: 02630-1105	Congressional District: MA-009	
Subrecipient Parent : and associated:		Name: County of Barnstable DUNS #: 076612407	<input type="checkbox"/> N/A
Amount of Subcontract:		985,500	
Subcontract Obligation/Action Date:		2-1-18-1-31-22	
CFDA Program Number(s): 11.417		Federal Agency ID: NA180AR4170104	
<p>If SOW exceeds 4000 characters, please include a <i>Collaborator Federal Award Project Description:</i></p> <p><small>The Woods Hole Sea Grant Extension Program Mission is to develop reciprocal relationships between resource users , managers, and technical information producers to: 1) Facilitate solution of practical marine resource -related problems for users/managers of those resources by providing and increasing access to technical information and know-how; and 2) Identify the real-world problems facing resource users /managers for researchers.</small></p> <p><small>(See Woods Hole Sea Grant Extension Omnibus Proposal 2018-2021 Page 1of 22 in contract package.)</small></p>			
The Principal Place of Performance of the Research Project: or <input checked="" type="checkbox"/> same as above			
Street:		City:	
State:	Country:	Zip code+4:	Congressional District:
Subcontract Number issued by WHOI:		A101383	
<p>In the preceding completed fiscal year, the Subrecipient received (1) 80 percent or more of its annual gross revenues and (2) \$25,000,000 or more in annual gross revenues; from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?:</p> <p><input checked="" type="checkbox"/> if no. <i>No further responses required. Please advance to signatures.</i> <input type="checkbox"/> if yes...then please continue on next page.....</p>			

Does the public have access to information about the compensation of the executives in the Subrecipient's business or organization through periodic reports?

if yes... Available at:

if no ...

Please enter the following information for the five (5) most highly compensated executives of the Subrecipient's organization. (*Total Compensation Amount for the preceding fiscal year in U.S. whole dollars up to 12 digit*)

Name:

Amount:

Name:

Amount:

Name:

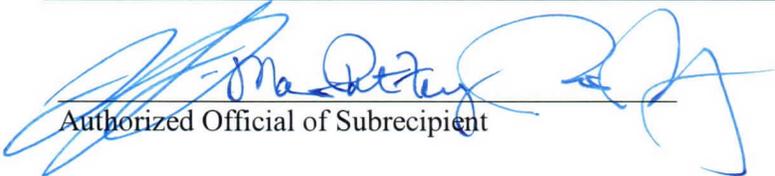
Amount:

Name:

Amount:

Name:

Amount:


Authorized Official of Subrecipient

05/02/18
Date

County of Barnstable County Commissioners

Title

AGENDA ITEM 8i

Authorizing the execution of a use Agreement with the Town of Barnstable for a portion of Race Lane Farm for a period through November 6, 2018

**USE AGREEMENT THROUGH NOVEMBER 6, 2018
BETWEEN THE COUNTY OF BARNSTABLE AND TOWN OF BARNSTABLE
FOR A PORTION OF RACE LANE FARM
1445 OSTERVILLE WEST BARNSTABLE ROAD, MARSTONS MILLS**

This License and use agreement is made and entered into by and between the CAPE COD REGIONAL GOVERNMENT known as BARNSTABLE COUNTY, with an address of 3195 Main Street, Barnstable, Massachusetts 02630 (“the County”), and THE INHABITANTS OF THE TOWN OF BARNSTABLE known as the TOWN OF BARNSTABLE with an address of 367 Main Street, Hyannis, Massachusetts 02601 (“the Town”).

WHEREAS, the Town owns certain tracts of land known as Race Lane Farm, also formerly known as "The Plains" and more recently known as the "Sheriff's Youth Ranch" located in the Town of Barnstable (Hyannis), Massachusetts, with an address of 1445 Osterville West Barnstable Road, Marstons Mills, MA (hereinafter “Farm”); and

WHEREAS the Town separately licenses portions of the Farm out to C.Js Ranch, an equestrian business that boards horses on site and uses those licensed portions of the grounds and the buildings including a Riding Ring and a Stable; and

WHEREAS the Town retains the remaining portions of the Farm including a house and surrounding land; and,

WHEREAS the County has established the AmeriCorps Cape Cod Program (hereinafter “Program”), a federally funded national service movement overseen by the Corporation for National and Community Service with State Level support from the Massachusetts Service Alliance under which AmeriCorps members are expected to perform 1,700 hours of service over 10 months in environmental services divided into four areas of focus: land conservation, water conservation, environmental education, and disaster preparedness for County communities; and

WHEREAS, the County is desirous of using and the Town is desirous of allowing use of a portion of the Farm not licensed and retained by the Town shown on Exhibits A and B hereto annexed (hereinafter “Premises”) for Program purposes for the period through and including November 6, 2018 unless sooner terminated or extended or succeeded by, extension, successor license or license all under the terms and conditions provided herein;

NOW THEREFORE, in consideration of the foregoing as a basis for agreement, cooperation and assistance between the parties and to achieve their compatible objectives, the parties agree as follows.

Use of the Premises. The Town grants the County the use of the Premises as a headquarters for the Program including administration, dispatch of members to perform services and occupancy by members provided that only one member designated as supervisor and three additional members may

occupy the Premises overnight provided that occupancy does not create or constitute any landlord and tenant relationship between the members and the Town.

The property included in the license is the footprint of the building which includes an approximate total of 1,634 square feet as shown in in Exhibit A, and surrounding property shown on Exhibit B.

The County also has use of the common driveway and unpaved area in front of the licensed property on a "first come, first served" basis, for parking of the members and shall endeavor not to impact the operations of the other tenant(s) in using the driveway or the parking area. The County expects six vehicles to be parked on Premises generally.

The County shall be solely responsible for any and all costs relating to the operation of the Premises.

Smoking shall be expressly prohibited on the licensed Premises.

Utilities. The County agrees to pay the total charges for electricity, natural gas and water incurred monthly at the Premises. Accounts will be transferred to the County as soon as possible.

The County acknowledges that the Premises currently contain adequate electrical supply. Should the County desire any additional electrical line supply, the County agrees to bear the full cost and expense of the installation of any such additional electrical line supply, subject to the prior written consent and approval of the Town.

The County agrees to furnish required heat, and pay any utility bills for furnishing said heat, to the licensed Premises, the hallways, basement, stairways, and lavatories during the duration of the use agreement.

The County agrees that the provision of the above utilities is subject to interruption due to any accident, to the making of repairs, alterations or improvements, to labor difficulties, to trouble in obtaining fuel, electricity, service or supplies from the sources from which they are usually obtained for said building, or to any cause beyond the County's control.

If the County installs a land line telephone service at their own expense for services and equipment, shall provide the phone number to the Town, Property Management Office, as soon after the signing of this use agreement as practicable.

Equipment, Furniture, Fixtures. Should the County determine that, in the conduct of its business under this license, it shall need, require or desire to add new or to replace worn out equipment within the structure or on the grounds, or any other portion of the licensed Premises, the County shall be given the permission of the Town to make such repairs provided they are deemed to be equal replacements of existing equipment or the enhancement of existing equipment. Any repairs or replacement of equipment shall be approved by the Town Manager.

Alterations. The County shall not make any structural alterations or additions to the licensed Premises, without prior written agreement from the Town, and may make non-structural alterations provided the Town consents thereto in writing. Alterations or additions, whether structural or non-structural shall be reviewed by the appropriate Town of Barnstable staff and approved by the Town Manager.

Refuse Disposal. The County shall be responsible for all disposal and removal of trash related to the Premises. Such responsibility shall include trash disposal and removal from the licensed Premises, including the parking lot area, and the grounds covered in this license agreement. Initial trash disposal shall occur in receptacles acceptable as long as they are not located in such a way as to restrict traffic, encourage rodents or pests, or interfere with the abutters operations. Approval for location of dumpster shall be obtained by the County from Town in advance to placement.

Town Access. The Town or agents of the Town may, at all reasonable times, and generally with advance notice, enter upon the Premises for the purpose of access in and around the Premises

Term. The term of this Agreement commences on _____ and ends on November 6, 2018. The Town and the County may extend the term from time to time or enter into successor such license use agreements or lease unless sooner terminated as provided herein.

Termination. Either the Town or the County may terminate this use agreement on thirty (30) days' written notice in advance provided however this use agreement is a bare license only terminable at will by the Town with seven (7) days written notice in advance except in an emergency.

Insurance and Indemnification. During the term of this Agreement, the County must maintain, at no expense to the Town of Barnstable, policies of comprehensive general liability insurance and casualty insurance containing broad form liability endorsements with a minimum combined single limit of \$1,000,000, naming the Town of Barnstable as an additional insured. Such policies must provide that they may be cancelled only after 10 days prior written notice to the Risk Manager of the Town of Barnstable and must cover use and occupation of the property and all operations and activities conducted at, on, or from the property by the County, its players, agents, employees, volunteers and invitees. The limits and types of insurance required by this section are subject to periodic review and adjustment as necessary to conform to then current insurance industry standards.

During the term of this Agreement, the County must also carry any other applicable insurance required by law, including workers' compensation and employer's liability insurance. Evidence of these policies must be submitted to the Risk Manager of the Town of Barnstable within 30 days of the execution of this Agreement or the date of actual policies of insurance. The County must also submit to the Risk Manager of the Town of Barnstable renewal certificates of any expiring insurance required under this Agreement within 30 days of the date of expiration.

To the extent that the Town is not held fully harmless by reason of the County' insurance hereunder, the County agree to indemnify and hold the Town of Barnstable, their elected and appointed officials, agents, and employees, harmless from any and all claims, liability, damages, expenses, losses, lawsuits or other liability including attorney's fees, arising out of, or in any way

relating to, this Agreement or the County use of the property and the field, except to the extent that such claims, liability, damages, expenses, lawsuits, and losses arise from the negligence of the Town of Barnstable, their agents, servants, employees, or invitees or anyone for whose conduct the Town of Barnstable is responsible.

The County assumes liability of any and all injury, loss, or damage to any person or personal property on or about the Premises arising out of, or in any way related to, this use agreement, whether covered by insurance or not, which is not caused by the negligence of the Town of Barnstable, their elected and appointed officials, agents, and employees or anyone for whose conduct the Town of Barnstable is responsible.

The Town shall not be liable for any loss, injury, death or damage to persons or property which at any time may be suffered or sustained by the County or by any person whosoever may at any time be using or occupying or visiting the demised premises or be in, on or about the same, whether such loss, injury, death or damage shall be caused by or in any way result from or arise out of any act, omission or negligence of the County or of the County's contractors, licensees, agents, servants, employees, occupants, sub-tenants, visitors, invitees, guests, or users of any portion of the premises, or shall result from or be caused by any accident, injury or damage or any other matter or thing whether of the same kind as or of a different kind than the matters or things set forth above, and the County shall indemnify and save harmless the Town from and against all claims, liability, loss or damage whatsoever on account of any such loss, injury, death or damage to persons or property during the term hereof in or about the leased premises or use, occupancy or presence thereof or thereon.

Services and Fees. For the term of this agreement the County agrees the Program and members shall undertake land conservation, water conservation, disaster preparedness and environmental education projects on a volunteer basis that support the mission of the Town. This work shall include assigning individual AmeriCorps members to work at certain properties located in the Town and shall work under the direction of Town staff several days per week completing group projects within the Town, as identified in applications by the Town to AmeriCorps,

The County will pay the Town a fee of \$0 dollars during the term of this use agreement.

Town of Barnstable

By 
Mark S. Ellis
Town Manager

Date 9-6-2018

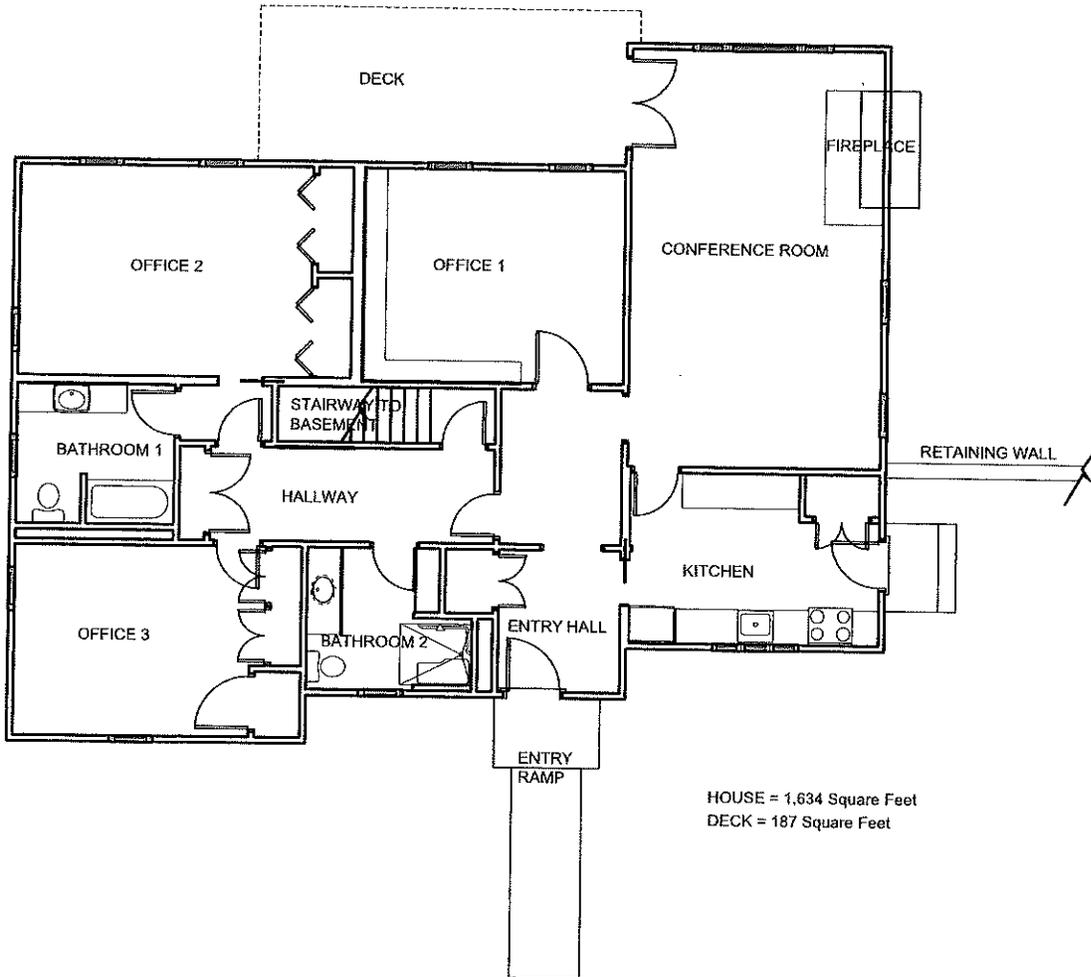
County

By 

Date: 9/7/18

Exhibit A – Layout of House

Exhibit B – Layout of Grounds at Race Lane Farm associated with the Agreement



HOUSE = 1,634 Square Feet
 DECK = 187 Square Feet



TOWN OF BARNSTABLE
 Department of Public Works
 800 Pitchers Way
 Hyannis, MA 02601

TOWN OF BARNSTABLE
 Sheriff's Youth Ranch
 1445 Osterville-W. Barnstable Road
 West Barnstable, MA 02668

NO.	DATE	DESCRIPTION
1	00/00/00	
2		
3		
4		
5		

Project Name: Floor Plan
 Drawn By: RLM
 Scale: 1/8" = 1'-0"
 Date: 12/10/2012



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/31/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cabot Risk Strategies, LLC 15 Cabot Road Woburn MA 01801		CONTACT NAME: Erica Citro PHONE (A/C, No, Ext): (800)222-5963 E-MAIL ADDRESS: erica.citro@cabotrisk.com FAX (A/C, No): (781)376-9907	
INSURED Barnstable County 3195 Main Street PO Box 427 Barnstable MA 02630		INSURER(S) AFFORDING COVERAGE INSURER A: Evanston Ins Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL1883106977

REVISION NUMBER:

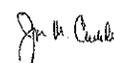
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			3ET2874	08/31/2018	08/31/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			EXCESS - EVANSTON	08/31/2018	08/31/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

WITH RESPECTS TO THE LEASE OF 1445 OST-W BARN RD MARSTONS MILLS MA 02648 TO THE BARNSTABLE COUNTY AMERICORPS CAPE COD

CERTIFICATE HOLDER**CANCELLATION**

TOWN OF BARNSTABLE 367 MAIN ST HYANNIS MA 02630	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

MIA PROPERTY AND CASUALTY GROUP, INC.

CERTIFICATE OF INSURANCE

DATE(MM/DD/YYYY)
08/31/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE CONTRACTS BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the contract(s) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

INSURED Barnstable County P.O Box 427 Barnstable, MA 02630	PRODUCER MIA Member Services Department 530, P.O. Box 4106 Woburn, MA 01888-4106
--	--

COVERAGES **CERTIFICATE NUMBER: 12** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT CONTRACTS OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE CONTRACT PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE CONTRACTS DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH CONTRACTS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	CONTRACT NUMBER	CONTRACT EFF (MM/DD/YYYY)	CONTRACT EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER LOCATION						
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER INCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	BAR00246-09-18	07/01/2018	07/01/2019	<WC ELBI Accident Each Accident> \$1,000,000 E.L. Disease - Ea Employee \$1,000,000 E.L. Disease - Contract Limit \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

EVIDENCE OF INSURANCE WITH RESPECTS TO AMERICORPS MEMBERS

CERTIFICATE HOLDER **CANCELLATION**

TOWN OF BARNSTABLE 367 MAIN STREET HYANNS, MA	SHOULD ANY OF THE ABOVE DESCRIBED CONTRACTS BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
--	--

AGENDA ITEM 8j

Authorizing the approval of an award of, and execution of documents for, a Bond Anticipation Note in the amount of \$760,000.00 to Century Bank and Trust Company for one (1) year at 2.600% (NO DOCUMENTS)

AGENDA ITEM 8k

Authorizing the approval of a list of pre-qualified bidders to be added to the approved vendors list for various trades for municipal use in projects whose estimated labor costs are less than \$50,000.00

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

August 29, 2018

MEMORANDUM

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

In January, the Purchasing Division worked with the AG's Office and the Towns to issue a Request for Qualifications (RFQ) for Tradespersons for municipalities to use for various trades in projects whose labor is estimated to cost under \$50,000. The Request for Qualifications allowed for a re-opening of the request for qualifications to allow additional vendors to be added to the list. The RFQ was re-issued in August and fifteen (15) additional vendors submitted their qualifications.

Attached is the list of vendors who responded with all the necessary information and whose references have been satisfactory. Please approve the attached list of pre-qualified bidders to be added to the full list of approved vendors.

Thank you.

County Commissioners:

Ronald R. Beaty, Jr.

Mary Pat Flynn

Leo Cakounes

Date

Vendor List - Tradespersons Request for Qualifications**August, 2018**

Vendor Name:	Trade
Alarm New England	Fire Alarms
Alarm New England	Security Alarms
American Service Company	Security Systems
American Service Company	Fire Alarms
Barbato Construction	Pump and Motor Services
Barbato Construction	Plumbing
Barbato Construction	General Contractors
Certa Pro Painters	Painting
Emmanuel Construction	Roofing and Flashing
Farrell Electric	Electric
Farrell Electric	Tree Services
Global Remediation Services	Catch Basin Cleaning
Lemieux Heating	Plumbing
Lemieux Heating	Commercial Boiler Services
Mechanical Air Controls	HVAC
Northern Tree Service	Tree Services
Premiere Fence	Fencing
R.J. Gabriel Contruction	Septic Services
R.J. Gabriel Contruction	Catch Basin Cleaning
Reliable Fencing	Fencing
Roderick Construction	General Contractors
Rusty's, Inc.	Commercial Boiler Services
Rusty's, Inc.	HVAC
Rusty's, Inc.	Plumbing

AGENDA ITEM 81

Authorizing the rejection of a proposal submitted by Comcast in response to a request for a vendor to supply, configure and maintain a Regional Municipal Network

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

August 28, 2018

MEMORANDUM

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

Barnstable County issued a Request for Proposals (RFP) for a vendor to supply, configure and maintain a Regional Municipal Network, which will provide connectivity to internet and inter-municipal network services for municipalities. One proposal was received from Comcast. The review committee which was comprised of Bill Traverse, Information Technology Director and Chris Burt, Deputy Director, determined that the proposal submitted by Comcast did not meet the requirements set forth in the RFP. The proposal did not provide detail as to the specific County project and the Review Committee recommends rejecting this proposal. See the attached memo from Bill Traverse.

Please reject the proposal submitted by Comcast in response to this Request for Proposals.

Thank you.

County Commissioners:

Ronald R. Beaty, Jr.

Mary Pat Flynn

Leo Cakounes

Date



Barnstable County

Regional Government of Cape Cod

William Traverse
Director of Information Technology
wtraverse@barnstablecounty.org
508-744-1244



Information Technology Department

MEMO

DATE: August 22, 2018
TO: Elaine Davis, Chief Procurement Officer, Barnstable County
FROM: William Traverse, Director, Barnstable County IT 
SUBJECT: REQUEST FOR PROPOSALS EVALUATION: REGIONAL MUNICIPAL NETWORK

The Request for Proposals (RFP) issued by Barnstable County on July 16th, 2018 entitled “Regional Municipal Network” received only one proposal in response from one vendor.

Although the responding vendor is widely known to have ample experience and capabilities in the subject matter called for by this RFP, an unbiased evaluation of the proposal document based on own merits does not clearly communicate this.

The proposal itself contains no mention of specific project requirements as they relate to the County and to the region, or elements of the RFP itself, apart from taking exception with various terms.

It is the committee’s recommendation to reject this proposal, and by virtue of persisting as the sole response to the RFP in question, recommend that no award will be granted at this time.

Request for Proposals: Regional Municipal Network
Date: July 16th 2018 through July 31st 2018
Respondents: Comcast Business Communications, LLC

Evaluation Committee: William Traverse, Director, Barnstable County IT
Christopher Burt, Deputy Director, Barnstable County IT

Status: No award recommended at this time.



AGENDA ITEM 8m

Authorizing the termination of a contract with Rochester Bituminous Products for roadway resurfacing for Barnstable County towns, and awarding that contract to MCE Dirtworks

COUNTY OF BARNSTABLE
PURCHASING
DEPARTMENT OF FINANCE

Elaine Davis
Chief Procurement Officer

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

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

September 7, 2019

MEMORANDUM

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

Barnstable County awarded a bid and executed a contract with Rochester Bituminous Products as the low bidder in a bid for Roadway Resurfacing for Towns in Barnstable County. There have been many issues with the work the vendor has done in the Towns of Sandwich and Orleans, including serious issues with equipment, poor quality product, substandard workmanship. The work in the Town of Sandwich has yet to be completed. See attached documentation.

The Town of Harwich has requested that we cancel the contract with Rochester Bituminous Products on their behalf based on the attached documentation.

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

Please vote to exercise Section 5 of the contract and terminate the contract with Rochester Bituminous Products on behalf of the Town of Harwich only and award the contract to the next responsive, responsible bidder MCE Dirtworks.

Thank you.

County Commissioners:

Ronald R. Beaty, Jr.

Mary Pat Flynn

Leo Cakounes

Date



COUNTY OF BARNSTABLE
PURCHASING
DEPARTMENT OF FINANCE
SUPERIOR COURTHOUSE
3195 MAIN STREET
P.O. BOX 427
BARNSTABLE, MASSACHUSETTS 02630

Elaine Davis
Chief Procurement Officer
Phone: (508) 375-6637
Fax: (508) 362-4136
edavis@barnstablecounty.org

August 22, 2018

Thomas Russo
Rochester Bituminous Products Inc.
83 Kings Highway
West Wareham, MA 02576

Re: Barnstable County Invitation for Bids for Road Resurfacing Projects

Dear Mr. Russo,

Pursuant to the terms of a contract between Rochester Bituminous Products, Inc and the County of Barnstable dated March 28, 2018 ("the contract"), this letter will serve to inform you of the County's intention to terminate this contract on behalf of the Town of Harwich for poor performance and deficient work based on documented problems with the paving work on Jeanne's Way in Sandwich (Exhibit A) and observation of work in the Town of Orleans by the Town of Harwich Road Maintenance Manager (Exhibit B). The attached documentation provides confirmation of serious issues with equipment, poor quality product, substandard workmanship and lack of adherence to the Town's instructions.

As per Section 5 of the contract, you are hereby notified that the contract for the Town of Harwich will be terminated in fifteen (15) calendar days from the date of receipt of this letter.

Sincerely,

Elaine Davis
Chief Procurement Officer

cc: Chris Nickerson, Town of Harwich
Jack Yunits, County of Barnstable

CONTRACT

AGREEMENT BETWEEN

**Barnstable County
3295 Main Street
Barnstable, MA 02630**

and

**Rochester Bituminous Products
83 King's Highway
West Wareham, MA 02576**

THIS AGREEMENT is made this 28th day of March 2018 by and between Rochester Bituminous Products (hereinafter referred to as Contractor), and Mary Pat Flynn, Ron Beaty and Leo Cakounes as they are the Commissioners of Barnstable County, but without any personal liability.

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

WHEREAS: The County Commissioners issued an Invitation for Bids for Road Resurfacing for Towns in Barnstable County

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

WHEREAS: The contractor is the responsive, responsible bidder offering the lowest price for all towns

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

- 1. Employment of Contractor. The Vendor hereby agrees to perform the services hereinafter set forth in the Scope of Services. Contractor hereby agrees to hold the County harmless from any claims regarding worker's compensation benefits, unemployment compensation benefits, retirement benefits, or any other benefit normally attributable to the status of "employee" and Contractor specifically agrees to pay for all damages incurred by the County or Town, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.**
- 2. Scope of Services. The Vendor shall perform the work identified in the scope of services as set forth in Barnstable County's Invitation for Bids dated January 3, 2018 and the vendors proposal dated January 17, 2018, incorporated herein by reference.**
- 3. Time of Performance. The term of the contract is April 1, 2018 through March 31, 2019**
- 4. Payment. The Towns shall compensate the vendor for services provided under the Scope of Services, at the rates and amounts detailed in the vendors Price Proposal dated January 17, 2018 and as highlighted on the spreadsheet attached to this contract as Attachment A.**
- 5. Termination or Suspension of Contract for Cause. If through any sufficient cause, the Customer or the Towns shall fail to fulfill or perform its duties and obligations under this Contract, or if either party shall violate or breach any of the provisions of this Contract, either party shall thereupon have the right to terminate or suspend this Contract, by giving written notice to the other party of such termination or suspension and specifying the effective date thereof. Such notice shall be given at least fifteen (15) calendar days before such effective date.**
- 6. Termination for Convenience of County or Towns. The County or Towns shall have the right to discontinue the work of the Contractor and cancel this contract by written notice to the Contractor of such termination and specifying the effective date of such termination. In the event of such termination or suspension of this Contract, the Contractor shall be entitled to just and equitable compensation for satisfactory work completed, for services performed and for reimbursable**

expenses necessarily incurred in the performance of this Contract up to and including the date of termination or suspension.

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

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

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

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

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

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

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

include on-site audits, review and copying of records.

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

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

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

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

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

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

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

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

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

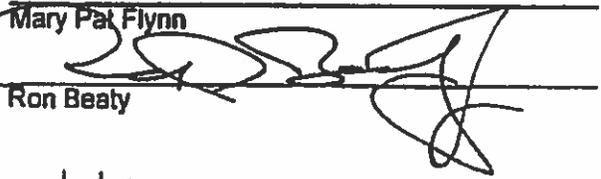
IN WITNESS WHEREOF, the County and Contractor have executed this Agreement this 28th day of March in the year Two Thousand and Eighteen.

FOR THE COUNTY:

BARNSTABLE COUNTY COMMISSIONERS:


Leo Cakournes


Mary Pat Flynn


Ron Beaty

03/28/18

Date

FOR THE CONTRACTOR:


3/1/18
Date

EXHIBIT A

Sandwich - Jeannes Way - Defective Work / Corrective Action

Ockerbloom, Thomas

Mon 7/2/2018 12:49 PM

To: Ryder, Griffin <gryder@VHB.com>; Otero, Jose <JOtero@VHB.com>; Amico, Wayne <WAmico@VHB.com>;

Cc: Jensen, Samuel <sjensen@townofsandwich.net>; Harrington, Sean <sharrington@townofsandwich.net>; Tilton, Paul <ptilton@townofsandwich.net>;

Good Afternoon All,

Unfortunately the work performed to date by the General Contractor and their Subcontractor on the "Jeannes Way" Project is unacceptable.

The deficient Item Work to date is as follows: 1.) Fine Grading and Compacting; 2.) HMA Intermediate / Binder Course.

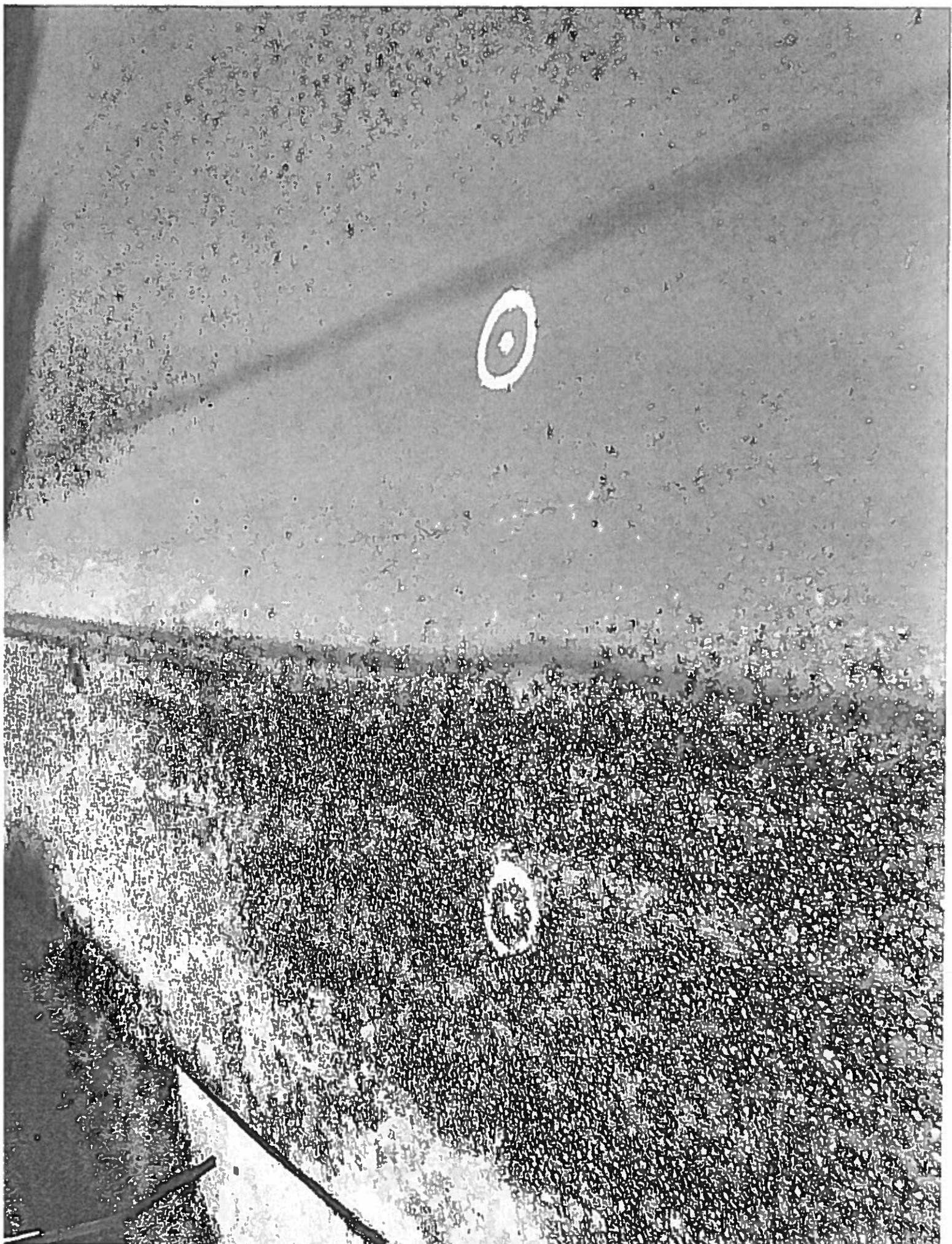
In my opinion, the following Corrective Action should take place: 1.) Fine Grading and Compacting: Full compensation under this Item should be reduced in the form of a Credit back to the Town of Sandwich. That Credit to be negotiated; 2.) HMA Intermediate / Binder Course: Due to the severity of defects throughout the entire Binder Course placement, along with the unauthorized placement of additional HMA material beyond both sides of the marked out roadway edges - resulting in a significant quantity overrun - the HMA Intermediate / Binder Course should be removed and replaced in it's entirety. The cost(s) of removal and replacement to be totally borne by the General Contractor. I believe that Pavement Cores along with obvious deficiencies by visual inspection, will confirm the necessity for removal and replacement of the HMA product that was placed on Thurs. - June 28, 2018.

Please refer to Commonwealth of Massachusetts, Department of Transportation Standard Specifications for Highways and Bridges - Division 1 - General Requirements And Covenants: 1.) Section 5.00 / Control of Work, with particular attention to Subsection 5.10; 2.) Section 6.00 / Control of Materials, with particular attention to Subsection 6.04.

Reference should also be made to the requirements under the Items for the particular type of work to be performed.

I know that we all look forward to an expeditious resolution to the above issues so that satisfactory completion of the Jeannes Way Project can take place in the near future.

Thank you all for your ongoing assistance and have a great 4th of July Holiday,
Tom Ockerbloom, VHB
Senior Project Inspector



DEPARTMENT OF PUBLIC WORKS
500 Route 130, Sandwich, MA 02563
dpw@townofsandwich.net
Phone: 508 833 8002

Town Of Sandwich
THE OLDEST TOWN ON CAPE COD



OFFICE OF THE TOWN ENGINEER
16 Jan Sebastian Drive, Sandwich, MA 02563
engineering@townofsandwich.net
Phone: 508 833 8000

August 6, 2018

Rochester Bituminous Products
Attn: Tom Russo
83 Kings Highway
West Wareham, MA 02576

RE: NOTICE OF DEFICIENCIES
2018 Road Resurfacing – Jeannes Way

Dear Mr. Russo:

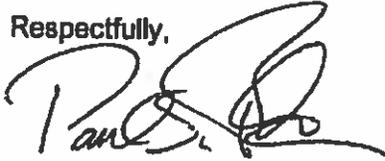
The Town of Sandwich Department of Public Works has serious concerns regarding the work performed at the subject road by and under the direction of Rochester Bituminous. Significant deficiencies have been observed, primarily related to fine grading and intermediate binder course paving. In summary, some of these observed deficiencies include:

- Failure to achieve design cross-slopes and profile grades
- Dense binder paving:
 - Production quality, in that plant test results show that the mixture does not conform to specification requirements
 - Severe bleeding/flushing and coarse aggregate segregation evident throughout the paving mat
 - Failure to deliver design mat thickness and widths resulting in inconsistent mat characteristics and gross exceedance of necessary quantity
 - Paving mat surface distortions indicating improper placement and/or base preparation
 - Improper compaction including over-compaction in more than 65% of the paving mat, with localized coarse aggregate segregation
 - Cracking of newly-installed pavement

Based on the test results and field inspection, the Department is concerned about the quality and long-term performance of this work. Please refer to the attached items for additional information.

The Department finds that the work is not acceptable and that corrective action is needed as stipulated by the General Conditions of Contract Documents. Please provide a proposal to correct deficiencies of the work within 10 calendar days of this letter.

Respectfully,



Paul S. Tilton, P.E.
DPW Director/Town Engineer

SJJ/

Enclosure(s)

cc: E. Davis, Chief Procurement Officer, Barnstable County
G. Dunham, Town Manager



Memorandum

To: J. Otero, Jr./VHB

Date: July 24, 2018

Project #: 14262.00

From: Dan Kosalski/VHB

Re: Jeannes Way – Sandwich, MA

Attached please find the warm mix asphalt (WMA), plant inspection and field density reports for the Dense Binder WMA material tested for the Town of Sandwich, MA. VHB was retained to sample and evaluate a portion of the paving completed by Rochester Bituminous Products, Inc., West Wareham, MA. Due to the inconsistent surface texture, VHB removed 18 cores from various distressed locations throughout the paving project for testing. The pavement core samples were delivered to VHB's AASHTO accredited laboratory for analysis (see attached).

The Town's construction details state that the rehabilitation was to consist of two courses, a Dense Binder (intermediate course) and a surface course. The job mix formula (JMF) approval stated that "if nothing has changed from last year's submittal you may use last years approved JMF's". Our review of the JMF submittal indicates that the *Theoretical Maximum Specific Gravity (G_{mm}) Density of Hot Mix Asphalt (HMA), AASHTO T-209*, value reported was 2.561. The G_{mm} value reported on the JMF is NOT consistent with the results obtained at the plant during testing. The average G_{mm} was 2.466, and AASHTO also states that the multi-laboratory precision should be 0.024 as the acceptable range of two results. The difference between the JMF and the G_{mm} tested at the plant (0.095) indicates that there may have been a change in aggregate sources between the original JMF approval and those used for this production.

The information furnished by VHB for this report is based on the limited number of selected sample areas as contracted, and can be relied upon to make judgments, assumptions, deductions and to form conclusions; no assurance is given that these conditions are necessary typical of other locations.

Initial Observations

Tom Ockerbloom, VHB's senior project inspector noted inconsistent surface texture during placement. Mr. Ockerbloom, on June 28, 2018, sent an email to VHB and the Town which stated that "Unfortunately, there appears to have been some type of product delivery system issue at the production facility in Rochester, MA, that resulted in WMA load deliveries to the site with serious segregation issues". Segregation is evident by a non-uniform distribution of aggregate sizes. Segregation of WMA is generally attributed to mixing and/or placement operations. Segregation may be caused by inadequate mix design, improper aggregate handling and/or stockpiling, plant production, truck loading, paver operations, and/or hand work.

Inspection of the producing plant revealed that the internal baffle of the storage silo had broken, allowing the mix to segregate as it drops into the silo, allowing the coarse particles to roll to the outside.

Findings

The plant test results on the intermediate course indicated that Sample #1 was "coarse" and that Sample #2 is slightly "finer" than the JMF tolerances for Dense Binder. The field density report for the selected locations indicates that 7 cores have a very "fine" dense surface texture ranging in density from 96.1% to 99.4% (average 98.0%), a sample from a very coarse area had a density of 90.8% and cores from areas that represent a surface texture typical of intermediate binder course paving had densities ranging from 91.5% to 99.7% (average 97.2%). The MassDOT compaction

specifications specify the average density should be between 92.5% and 97.5% to be acceptable. Three other core samples represent minor joint cracking, longitudinal cracking and heat checking, which all have specification densities. Industry standards recommend that in-place densities be between 93% and 97%, and when the densities are greater than 97% there is inadequate room for expansion during hot weather, but when the densities are greater than 98% the mixture may become plastic and unstable.

Because the additive is a "waxy" material that allows WMA to be placed at cooler mix temperatures (250° F. ±), to obtain specification density, an excess amount of additive may have further decreased the compactive effort needed. This could also account for the very smooth surface, as the additive and binder are pumped to the surface under vibratory compaction.

Conclusions

Based on the test results and the analysis completed to date, VHB feels the reason for the very smooth and over-compacted areas of the WMA materials appears to be a combination of plant mechanical problems and excessive compaction of the WMA.

In addition to compaction deficiencies and/or material deficiencies can also lead to performance problems. Typical performance problems associated with low in-place air voids are rutting caused by vertical consolidation and lateral distortion or shoving, and both types can occur when the pavement has low air voids.

Recommendations

It is recommended that several of the over compacted core specimens be tested in the "Hamburg Wheel-Track Testing of Compacted Hot Mix Asphalt, AASHTO T 324. This test method is a procedure for evaluating the rutting resistance and moisture-susceptibility. It provides information about the rate of permanent deformation from a moving concentrated load. This method is used to determine the premature failure susceptibility due to a weakness in the aggregate structure, inadequate binder stiffness, or moisture damage. It measures the rut depth and number of passes to failure.

If you have any questions or would like VHB to proceed with an evaluation of the rutting resistance of representative samples, please call.

Asphalt Plant Inspection Summary Report



DATE SAMPLED: Wednesday, June 27, 2018
 STREET(S) PAVED: Jeannes Way
 CLIENT/CITY, STATE: Sandwich, MA
 CONTRACTOR: Rochester Bituminous
 PROJECT NUMBER: 14262.00
 PURPOSE: Intermediate Course
 SOURCE OF SUPPLY: Rochester Bituminous
 LOCATION: West Wareham, MA

TYPE OF MATERIAL: WMA Dense Binder
 TONNAGE: 500 ± NETTCP #
 SAMPLED BY: VHB / Ted Timberman #1164m
 SAMPLE TYPE: QA Random
 SAMPLED AT: Plant
 TAKEN FROM: Truck

SIEVE SIZE	PERCENT PASSING				JMF	Action Limits	Susp. Limits	Master Specification	
	Sample 1	Sample 2	Sample 3	Sample 4				Min	Max
50.0mm (2")	---	---	---	---	---	---	---	---	---
37.5mm (1-1/2")	---	---	---	---	---	---	---	---	---
25.0mm (1")	100	100	---	---	100	---	---	100	---
19.0mm (3/4")	99 ▲	99 ▲	---	---	90 ± 7	---	---	80 - 100	---
12.5mm (1/2")	67	73	---	---	73 ± 7	---	---	65 - 80	---
9.5mm (3/8")	55	60	---	---	---	---	---	---	---
4.75mm (#4)	48 ▼	52	---	---	57 ± 7	---	---	48 - 65	---
2.36mm (#8)	41	45	---	---	42 ± 4	---	---	37 - 49	---
1.18mm (#16)	34	39	---	---	---	---	---	---	---
.600mm (#30)	26	30 ▲	---	---	24 ± 4	---	---	17 - 30	---
.300mm (#50)	15	18	---	---	15 ± 4	---	---	10 - 22	---
.150 mm (#100)	7	10	---	---	---	---	---	---	---
.075 mm (#200)	3.0	5.8 ▲	---	---	3.0 ± 2.0	---	---	0.0 - 6.0	---
Binder, % (Pb)	5.5	5.5	---	---	5.5 ± 0.4	---	---	5.0 - 6.0	---
Mixture Temp., °F	310	300	---	---	295	---	---	275 - 325	---

SUPERPAVE VOLUMETRIC PROPERTIES

	Average				Specification	
	Sample 1	Sample 2	Sample 3	Sample 4	Min	Max
Dust/Eff. Pb Ratio	---	---	---	---	---	---
Pb Film Thickness:	11.3	8.3	---	---	---	9.8
Bulk Gravity (Gmb):	---	---	---	---	---	---
Max Gravity (Gmm):	2.474	2.458	---	---	---	2.466
Max Theo., lbs/c.f.	154.0	153.0	---	---	---	153.5
Bulk Unit Wt., lbs/c.f.	---	---	---	---	---	---
Yield, lbs/s.y./in.	---	---	---	---	---	---

KEY:

- ▲ High off action limits
- ▼ Low off action limits
- ▲ High off suspension limits
- ▼ Low off suspension limits
- ↑ High off master range
- ↓ Low off master range

REMARKS: Mix gradation of Sample #1 revealed that the mixture was "coarse", with the percent passing the #4 sieve at 48%. Sample #2 has a "fine" gradation, with the #200 and the #30 sieves off specification tolerances. Both samples are slightly "fine" passing the 3/4" sieve.

100 Great Meadow Road
 Suite 200
 Wethersfield, Connecticut 06109
 P 860.807.4300
 F 860.372.4570

Engineers | Scientists | Planners | Designers

Jose R Otero Jr.
 Jose R. Otero Jr., Project Manager

HOT MIX ASPHALT

FIELD DENSITY REPORT



STREET: Jeannes Way
PAVING COURSE: Intermediate Course

LOCATION: Sandwich, MA
MATERIAL: WMA Dense Binder

VHB PROJECT NUMBER: 14262.00

GENERAL CONTRACTOR: Rochester Bituminous

PRODUCER: Rochester Bituminous

PRODUCER LOCATION: West Wareham, MA

DATES PLACED: 6/27/2018

SAMPLED: 7/13/2018

SAMPLE SIZE & TYPE: 6" Dia. Cores

RECEIVED: 7/13/2018

SAMPLED BY: Eric Schnerr (VHB)

MAT CORES:

JOINT CORES:

SAMPLING PLAN:

RANDOM:

REPRESENTATIVE:

CONTROL STRIP:

SAMPLE NUMBER

LOCATION: Areas of "Fine" Segregation

Page 1 of 2

M1	STA 15+75, 6' off E bound lane edge of pavement; Fine Segregation
M4	STA 10+75, 5.5' off E bound lane edge of pavement; Fine Segregation
M5	STA 9+50, 7' off E bound lane edge of pavement; Fine Segregation
M7	STA 8+95, 7' off E bound lane edge of pavement; Fine Segregation
M18	STA 5+90, 5.5' off E bound lane edge of pavement; Fine Segregation

SAMPLE NUMBER:	M1	M4	M5	M7	M18	
Max. Sp. Gr. (G_{max})	2.466	2.466	2.466	2.466	2.466	
Bulk Sp. Gr. (G_{sb})	2.370	2.386	2.404	2.451	2.439	MAT
% Air Voids	3.9	3.2	2.5	0.6	1.1	SPECIFICATIONS
% Density	96.1	96.8	97.5	99.4 (b)	98.9 (b)	92.5% - 97.5%
Thickness (Inches)	2.26 (b)	2.13	2.65 (b)	2.10	2.34 (b)	2.00" +/- 0.25"

REMARKS:

(a) low off specification requirements / tolerances; (b) high off specification requirements / tolerances;

Jose R. Otero Jr.
 Jose R. Otero Jr., Project Manager

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HOT MIX ASPHALT

FIELD DENSITY REPORT



STREET: Jeannes Way
PAVING COURSE: Intermediate Course

LOCATION: Sandwich, MA
MATERIAL: WMA Dense Binder

VHB PROJECT NUMBER: 14262.00

GENERAL CONTRACTOR: Rochester Bituminous

PRODUCER: Rochester Bituminous

PRODUCER LOCATION: West Wareham, MA

DATES PLACED: 6/27/2018

SAMPLED: 7/13/2018

SAMPLE SIZE & TYPE: 6" Dia. Cores

RECEIVED: 7/13/2018

SAMPLED BY: Eric Schnerr (VHB)

MAT CORES:

JOINT CORES:

SAMPLING PLAN:

RANDOM:

REPRESENTATIVE:

CONTROL STRIP:

SAMPLE NUMBER

LOCATION: Areas of "Fine" Segregation

Page 2 of 2

M14

STA 7+50, 4.5' off W bound lane edge of pavement; Fine Segregation

M16

STA 3+50, 5.5' off E bound lane edge of pavement; Fine Segregation

SAMPLE NUMBER:	M14	M16	
Max. Sp. Gr. (G_{max})	2.466	2.466	
Bulk Sp. Gr. (G_{sb})	2.450	2.443	MAT
% Air Voids	0.7	0.9	SPECIFICATIONS
% Density	99.3 (b)	99.1 (b)	.92.5% - 97.5%
Thickness (Inches)	2.55 (b)	2.13	2.00" +/- 0.25"

AVG. MAT DENSITY = 98.0%

AVG. THICKNESS (in.) = 2.30

REMARKS:

(b) high off specification requirements / tolerances; The average mat density does not conform to specification requirements. The average thickness does not conform to specification tolerances.

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HOT MIX ASPHALT

FIELD DENSITY REPORT



STREET: Jeannes Way
PAVING COURSE: Intermediate Course

LOCATION: Sandwich, MA
MATERIAL: WMA Dense Binder

VHB PROJECT NUMBER: 14262.00

GENERAL CONTRACTOR: Rochester Bituminous

PRODUCER: Rochester Bituminous

PRODUCER LOCATION: West Wareham, MA

DATES PLACED: 6/27/2018

SAMPLED: 7/13/2018

SAMPLE SIZE & TYPE: 6" Dia. Cores

RECEIVED: 7/13/2018

SAMPLED BY: Eric Schnerr (VHB)

MAT CORES:

JOINT CORES:

SAMPLING PLAN:

RANDOM:

REPRESENTATIVE:

CONTROL STRIP:

SAMPLE NUMBER

LOCATION: Areas of Light Surface Cracking

Page 1 of 1

M9

STA 6+02 @ Center Line; Cracking Paralell with joint

M11

STA 0+25, 6' off E bound lane edge of pavement; Light Check Cracking

M12

STA 0+95, 8' off E bound lane edge of pavement; Longitudinal Cracking

SAMPLE NUMBER:	M9	M11	M12	MAT
Max. Sp. Gr. (G_{mm})	2.466	2.466	2.466	
Bulk Sp. Gr. (G_{sb})	2.384	2.438	2.419	
% Air Voids	3.3	1.1	1.9	
% Density	96.7	98.9 (b)	98.1 (b)	92.5% - 97.5%
Thickness (inches)	1.80	2.33 (b)	1.93	2.00" +/- 0.25"

AVG. MAT DENSITY = 97.9%

AVG. THICKNESS (In.) = 2.02

REMARKS:

(b) high off specification requirements / tolerances; The average mat density does not conform to specification requirements. The average thickness conforms to specification tolerances.

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HOT MIX ASPHALT

FIELD DENSITY REPORT



STREET: Jeannes Way
PAVING COURSE: Intermediate Course

LOCATION: Sandwich, MA
MATERIAL: WMA Dense Binder

VHB PROJECT NUMBER: 14262.00

GENERAL CONTRACTOR: Rochester Bituminous

PRODUCER: Rochester Bituminous

PRODUCER LOCATION: West Wareham, MA

DATES PLACED: 6/27/2018

SAMPLED: 7/13/2018

SAMPLE SIZE & TYPE: 6" Dia. Cores

RECEIVED: 7/13/2018

SAMPLED BY: Eric Schnerr (VHB)

MAT CORES:

JOINT CORES:

SAMPLING PLAN:

RANDOM:

REPRESENTATIVE:

CONTROL STRIP:

SAMPLE NUMBER

LOCATION: Areas of Typical Binder Surface Texture

Page 1 of 2

M3	STA 10+75, 3' off E bound lane edge of pavement; No Distress
M6	STA 9+50, 3' off E bound lane edge of pavement; No Distress
M8	STA 8+95, 3' off W bound lane edge of pavement; No Distress
M10	STA 0+25, 9' off W bound lane edge of pavement; No Distress
M13	STA 1+00, 2' off W bound lane edge of pavement; No Distress

SAMPLE NUMBER:	M3	M6	M8	M10	M13	
Max. Sp. Gr. (G_{mm})	2.466	2.466	2.466	2.466	2.466	
Bulk Sp. Gr. (G_{sb})	2.437	2.400	2.400	2.301	2.420	MAT
% Air Voids	1.2	2.7	2.7	6.7	1.9	SPECIFICATIONS
% Density	98.8	(b) 97.3	97.3	93.3	98.1	(b) 92.5% - 97.5%
Thickness (inches)	2.21	2.67	(b) 1.60	(a) 1.20	(a) 2.06	2.00" +/- 0.25"

REMARKS:

(a) low off specification requirements / tolerances; (b) high off specification requirements / tolerances;

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HOT MIX ASPHALT

FIELD DENSITY REPORT



STREET: Jeannes Way
PAVING COURSE: Intermediate Course

LOCATION: Sandwich, MA
MATERIAL: WMA Dense Binder

VHB PROJECT NUMBER: 14262.00

GENERAL CONTRACTOR: Rochester Bituminous

PRODUCER: Rochester Bituminous

PRODUCER LOCATION: West Wareham, MA

DATES PLACED: 6/27/2018

SAMPLED: 7/13/2018

SAMPLE SIZE & TYPE: 6" Dia. Cores

RECEIVED: 7/13/2018

SAMPLED BY: Eric Schnerr (VHB)

MAT CORES:

JOINT CORES:

SAMPLING PLAN: **RANDOM:**

REPRESENTATIVE:

CONTROL STRIP:

SAMPLE NUMBER

LOCATION: Areas of Typical Binder Surface Texttrue

Page 2 of 2

M15
M17

STA 7+50, 7.5' off W bound lane edge of pavement; No Distress
 STA 3+50, @ Center line; No Distress

SAMPLE NUMBER:	M15	M17	
Max. Sp. Gr. (G_{mm})	2.466	2.466	
Bulk Sp. Gr. (G_{sb})	2.457	2.406	MAT
% Air Voids	0.3	2.4	SPECIFICATIONS
% Density	99.7 (b)	97.6 (b)	92.5% - 97.5%
Thickness (inches)	2.75 (b)	2.40 (b)	2.00" +/- 0.25"

AVG. MAT DENSITY = 97.2%

AVG. THICKNESS (In.) = 2.13

REMARKS:

(a) low off specification requirements / tolerances; (b) high off specification requirements / tolerances; The average mat density conforms to specification requirements. The average thickness does not conform to specification tolerances.

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HOT MIX ASPHALT

FIELD DENSITY REPORT



STREET: Jeannes Way
PAVING COURSE: Intermediate Course

LOCATION: Sandwich, MA
MATERIAL: WMA Dense Binder

VHB PROJECT NUMBER: 14262.00

GENERAL CONTRACTOR: Rochester Bituminous

PRODUCER: Rochester Bituminous

PRODUCER LOCATION: West Wareham, MA

DATES PLACED: 6/27/2018

SAMPLED: 7/13/2018

SAMPLE SIZE & TYPE: 6" Dia. Cores

RECEIVED: 7/13/2018

SAMPLED BY: Eric Schnerr (VHB)

MAT CORES:

JOINT CORES:

SAMPLING PLAN:

RANDOM:

REPRESENTATIVE:

CONTROL STRIP:

SAMPLE NUMBER

LOCATION: Areas of "Coarse" Segregation

Page 1 of 1

M2

STA 15+90, 8.5' off E bound lane edge of pavement; Coarse Segregation

SAMPLE NUMBER:	M2	
Max. Sp. Gr. (G_{mm})	2.466	
Bulk Sp. Gr. (G_{sb})	2.240	MAT
% Air Voids	9.2	SPECIFICATIONS
% Density	90.8 (a)	92.5% - 97.5%
Thickness (Inches)	2.26 (b)	2.00" +/- 0.25"

AVG. MAT DENSITY = 90.8%

AVG. THICKNESS (in.) = 2.26

REMARKS:

(a) low off specification requirements / tolerances; (b) high off specification requirements / tolerances; The mat density does not conform to specification requirements. The thickness does not conform to specification tolerances.

Jose R. Otero Jr.
 Jose R. Otero Jr., Project Manager

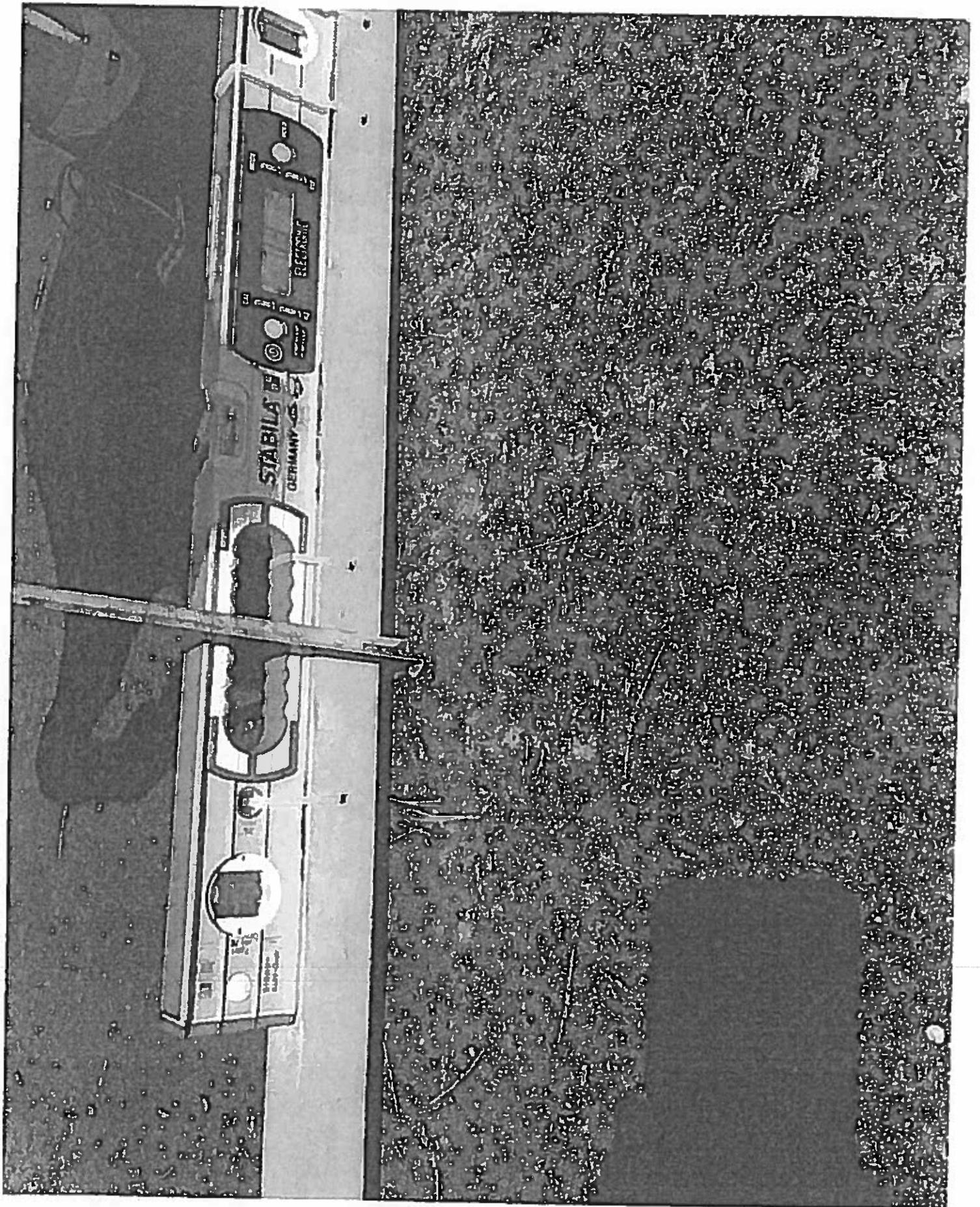
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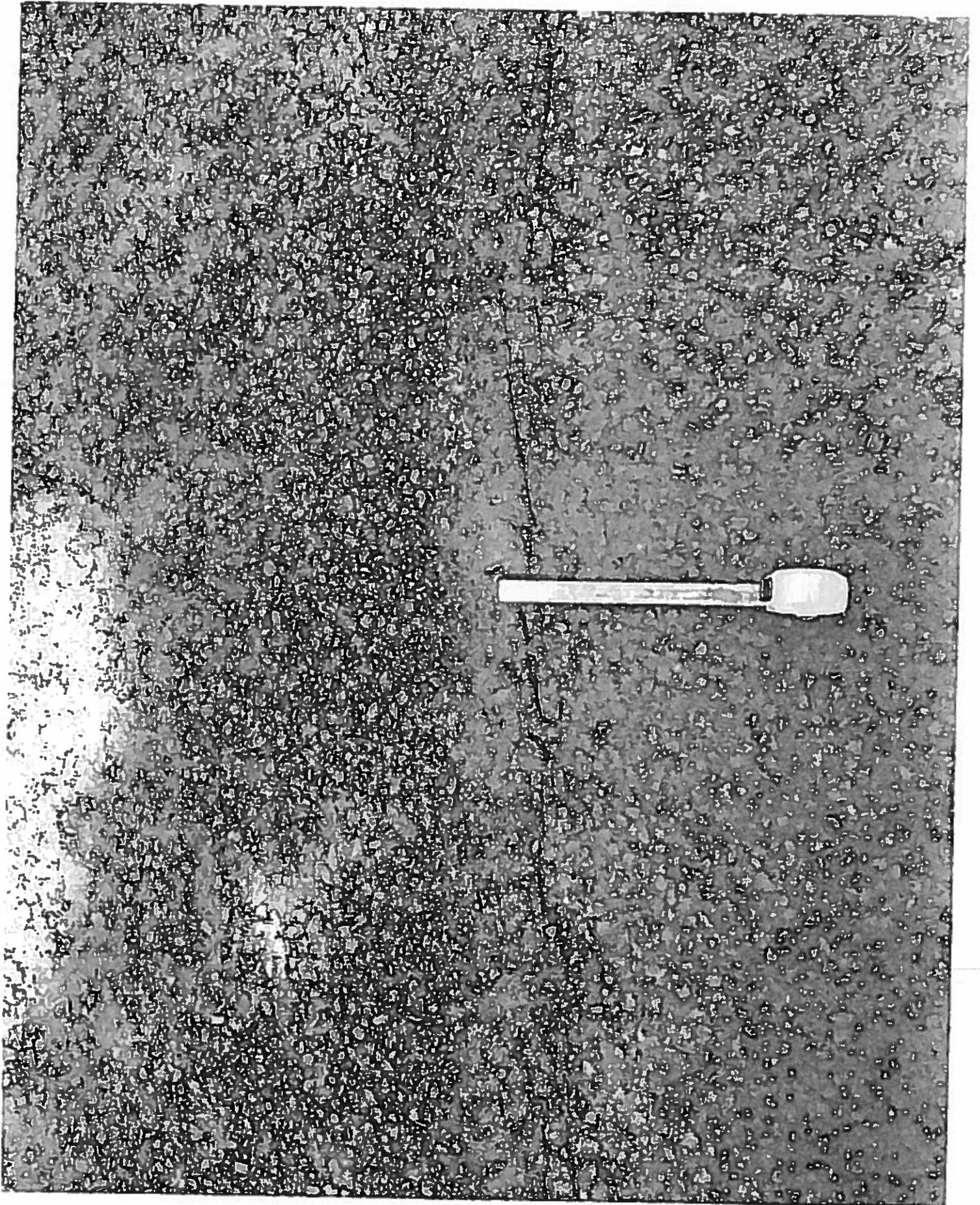
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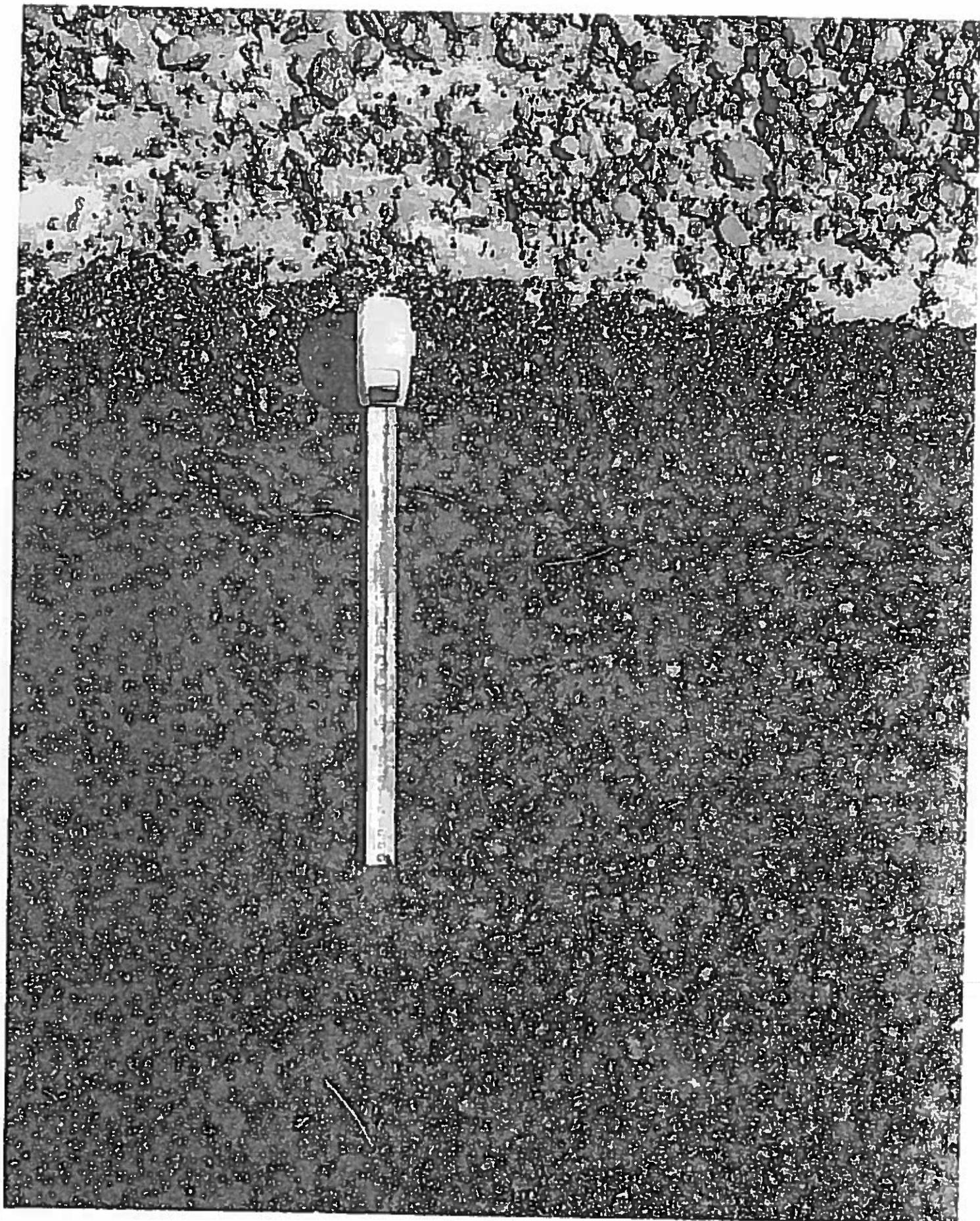
Jeannes Way
Intermediate Binder Post Paving Inspection Notes
6/29/2018

Station	Cross Slope (%)			Profile Grade (%)	Mat Width (ft)		
	Design	Right Lane	Left Lane	Centerline	Design	Installed	Overage
0+50	2.0	1.5	2.9	1.3	22.5	23.1	0.6
1+00	2.0	1.6	3.1	1.4	20.5	21.2	0.7
1+50	2.0	1.6	2.0	0.5	20.5	21.3	0.8
2+00	2.0	2.3	3.6	0.5	20.5	21.0	0.5
2+50	2.0	2.5	3.5	0.8	20.5	21.4	0.9
3+00	2.0	0.9	2.2	1.1	20.5	21.2	0.7
3+50	2.0	2.1	2.5	1.0	20.5	21.1	0.6
4+00	2.0	2.5	1.4	0.6	20.5	20.8	0.3
4+50	2.0	1.3	2.2	0.4	20.5	21.3	0.8
5+00	2.0	1.6	3.3	0.4	20.5	22.1	1.6
5+50	2.0	2.0	1.5	0.2	20.5	21.5	1.0
6+00	2.0	2.2	1.8	1.0	20.5	21.4	0.9
6+50	2.0	2.6	1.3	0.6	20.5	21.1	0.6
7+00	2.0	2.7	3.8	0.8	20.5	21.5	1.0
7+50	2.0	2.4	3.3	1.3	20.5	21.0	0.5
8+00	2.0	1.9	3.3	0.5	20.5	21.4	0.9
8+50	2.0	1.0	2.7	1.1	20.5	21.5	1.0
9+00	2.0	1.6	2.9	0.0	20.5	21.2	0.7
9+50	2.0	1.8	3.0	0.5	20.5	21.3	0.8
10+00	2.0	1.3	2.6	1.2	20.5	21.3	0.8
10+50	2.0	1.9	2.5	0.7	20.5	21.0	0.5
11+00	2.0	1.5	2.7	1.6	20.5	21.1	0.6
11+50	2.0	1.5	3.0	1.1	20.5	21.1	0.6
12+00	2.0	1.7	1.5	1.7	20.5	20.8	0.3
12+50	2.0	1.9	2.7	1.1	21.5	21.8	0.3
13+00	2.0	2.5	3.1	0.9	22.5	22.5	0.0
13+50	2.0	2.1	1.4	0.5	22.5	22.5	0.0
14+00	2.0	2.7	2.9	0.6	20.5	20.8	0.3
14+50	2.0	2.6	3.0	0.6	20.5	21.3	0.8
15+00	2.0	2.0	2.3	1.3	20.5	21.3	0.8
15+50	2.0	2.8	3.1	1.6	20.5	20.8	0.3
16+00	2.0	2.4	2.7	1.1	20.5	20.8	0.3
16+50	2.0	1.3	2.4	0.9	20.5	20.9	0.4
17+00	2.0	2.2	1.9	1.2	20.5	20.9	0.4
17+50	2.0	2.0	1.3	0.1	20.5	20.9	0.4
18+00	2.0	2.2	1.7	0.1	20.5	21.0	0.5
18+50	2.0	1.8	1.4	0.4	20.5	20.9	0.4
19+00	2.0	2.3	2.0	0.7	20.5	21.3	0.8
19+75	2.0	2.3	2.6	0.5	20.5	21.7	1.2









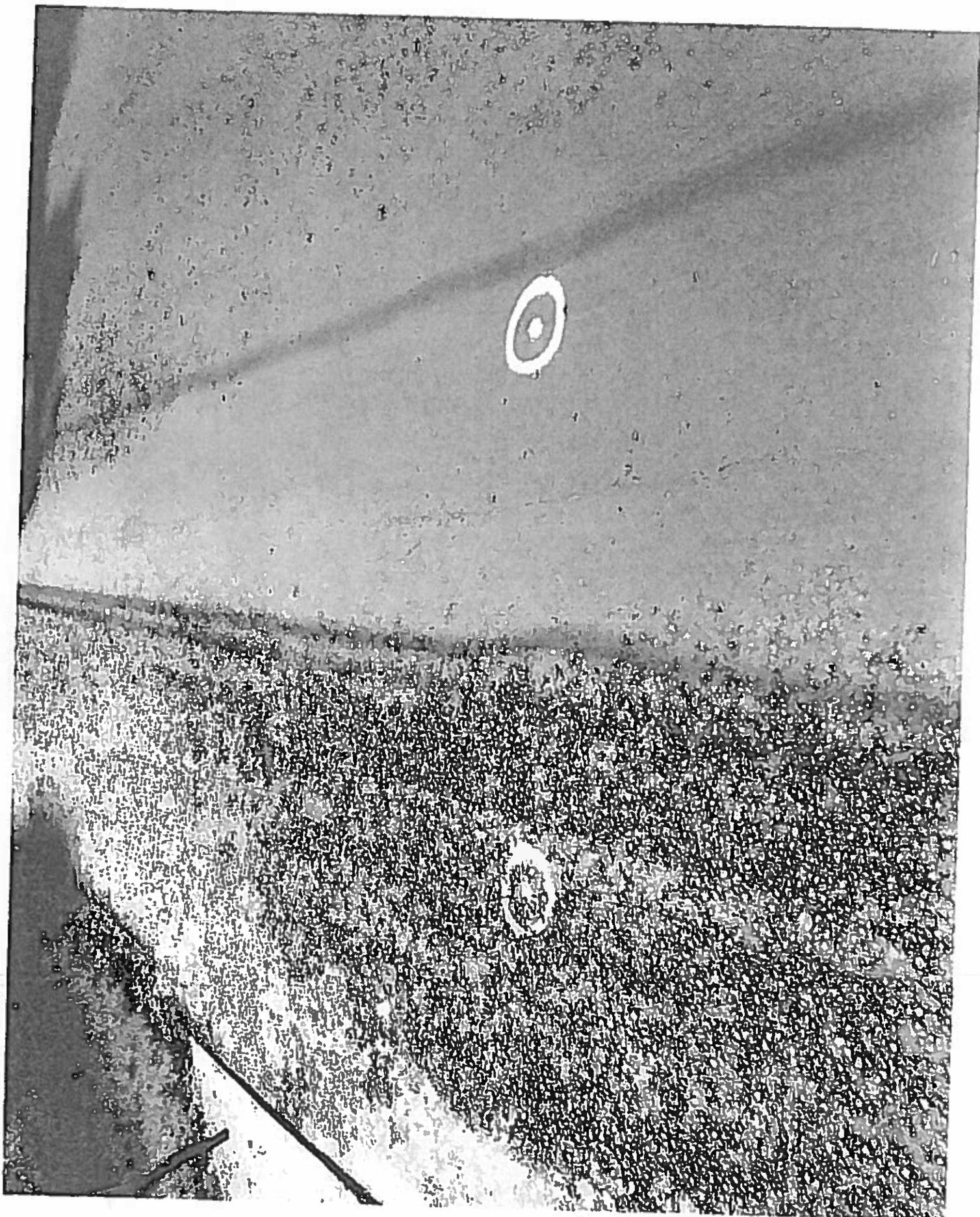


EXHIBIT B

To: Elaine Davis, Chief Procurement Officer
From: Chris Nickerson, Road Maintenance Manager
Re: Rochester Bituminous
Date: August 22, 2018

Please be advised I have done some inspections of work performed by Rochester Bituminous in Orleans and Sandwich. The results of those inspections have been provided to you previously. They clearly demonstrate many procedural and production problems. Due to the severity and repeated nature of these issues, the Town of Harwich wishes to terminate our contract with them for all aspects of the Resurfacing Bid.

Should you have further questions or need additional information please contact me.

Rochester Bituminous

5/7/2018

met crew at Nauset Beach Parking Lot at 0630

Observed paving operations on Beach Road in Orleans

Early observations were rollers sitting still on top coat

first round trucks didn't keep up

trucks backing into paver instead of paver picking up truck

excessive use of diesel fuel being poured over tools and onto ground

no use of vibratory on screed

a lot of casting of material over mat, could be avoided by use of vibrate on paver

front roller had problem with picking up mix, bad mat or scraper?

Berm wasn't laid straight or rolled (cut) with straight edge either

5/8/2018

met crew at approx 1300 in the midst of their day at Brick Hill Rd

right away observed rollers sitting on mat, had spoken with foreman on 5/8

and he assured me it wasn't normal

while waiting for paver/crew to back up and change lanes, tack truck parked

on new mat and dripped tack on road

more careless use of diesel on tools

paver backed up to cold joint and until I asked, no intention of tacking it

had to send someone to go get tack off tool truck

asked Tom Russo about entrance to Meadow Way and it's poor condition prior

paving, after explaining conditions to him he said that RB "would pave for

now and come back after and fix properly after they were done"

left small piece of broken berm at entrance to Meadow Way instead of

fixing with a few shovels of mix

5/9/2018

met crew at approx 0630 as they were laying out center lines

repeated problem with truck keeping up

when moving paver to do entrance of Nauset Farms Rd, 2 separate

instances of diesel jugs falling off paver and spilling in mix pile

several instances of one certain truck having difficulty staying on paver

General Observations

In my opinion paving job should have been done with a wedge joint and pave a complete lane at a time, was told that there isn't a wedge joint owned for that specific machine

the lack of a water truck makes it necessary to stop on the top course and fill roller tanks using a hydrant connection

better coordination of trucks would permit a smoother paving operation and save time

6/27/2018

Was onsite in Sandwich for beginning of paving operations at 0800 hrs on Jeanne's Way
Contractor was ready at 0900 hrs but they only had 1 roller on the job
waited close to 45 mins for second roller, operated by RB super Rick
main roller disappeared approx 2 hrs into job
stayed for about 10 loads, at least 5 or 6 of them had major segregation issues
several areas in the center of the mat were pure fines with the aggregate
towards the edges only

Tom Russo had no explanation as to the cause (per Sam Jensen) but would only say
"we'll have to put it down and come back and cut it out" (I witnessed this)
Center and edge line painted prior to paving but a straight seam was not produced
Trucks were told they needed to back in off Rte. 130 but continued to come in off
Sheldon Lane, against the Town's wishes

Witnessed truck front tire on mat and saw evidence of trucks on mat at intersection
of Jeanne's Way and Sheldon Lane

Will stay in contact with VHB's inspector and Town of Sandwich Engineering as to
outcome of repairs and concerns

**BID FORM
ROAD RESURFACING
TOWN OF HARWICH**

Items bidding for the Town of Harwich must be prequalified by MA Highw		P J Keating		Lawrence Lynch		Rochester Bituminous		Dirtworks		
ITEM	QUANTITY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT Dollars	AMOUNT Dollars	UNIT Dollars	AMOUNT Dollars	UNIT Dollars	AMOUNT Dollars	UNIT Dollars	AMOUNT Dollars
129.1	500	COLD PLANED (MILLED) PAVING JOINTS AT _____ Per Square Yard	30.00	15,000.00	2.40	1,200.00	1.00	500.00	9.00	4,500.00
220	125	DRAINAGE STRUCTURE ADJUSTED AT _____ Per Each	300.00	37,500.00	277.00	34,625.00	215.00	26,875.00	210.00	26,250.00
460	4,700	HOT MIX ASPHALT PAVEMENT MACHINE PLACED AT _____ Per Ton	105.00	493,500.00	96.90	455,430.00	74.42	349,774.00	96.00	451,200.00
472.1	400	HOT MIX ASPHALT PAVEMENT HANDWORK AT _____ Per Ton	175.00	70,000.00	149.00	59,600.00	100.00	40,000.00	175.00	70,000.00
472.2	250	PARTIAL DEPTH PAVEMENT PATCH AT _____ Per Square Yard	50.00	12,500.00	63.00	15,750.00	4.00	1,000.00	25.00	6,250.00
		TOTAL		628,500.00		566,605.00		418,149.00		558,200.00

AGENDA ITEM 8n

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