

AGENDA PACKET

01/02/19 REGULAR MEETING

DOCUMENT LIST

Agenda Item 5b:

- List of County boards, committees' and other bodies

Agenda Item 7a:

- Draft Minutes of the regular Board of Commissioners meeting of December 19, 2018

Agenda Item 10a:

- Motion by the Board of Regional Commissioners dated March 8, 2017 establishing the Mercy Otis Warren Committee

Agenda Item 10b:

- Contract for a grant from the Massachusetts Department of Housing and Community Development to the Cape Cod Commission, in the amount of \$186,965.00 for a period through December 31, 2019 to provide technical assistance to Barnstable County Towns consistent with the State's eligibility guidelines and supporting documents.

Agenda Item 10c:

- No Documents

Agenda Item 10d:

- Memo dated December 17, 2018 to the County Commissioners from Quan Tobey regarding a New Fund Memo for a CoC HMIS Contract

Agenda Item 10e:

- Memorandum dated March 5, 2018 to the County Commissioners from Elaine Davis, Chief Procurement Officer regarding Approval of Pre-Qualified Vendors.

Agenda Item 10f:

- Memorandum dated December 20, 2018 to the County Commissioners from Elaine Davis, Chief Procurement Officer regarding a Bid Renewal for roadway construction Agenda Items for Barnstable County Towns

Agenda Item 10g:

- Discharge of Mortgage by Norma Fuentes to Barnstable County, acting by and through the Cape Cod Commission, dated June 30, 2003 recorded with the Barnstable County Registry of Deeds Document Number 927,786

Agenda Item 10h:

- Discharge of Mortgage by Mary Nichols to Barnstable County, acting by and through the Cape Cod Commission, dated July 26, 2007 recorded with the Barnstable County Registry of Deeds Book 22215 Page 185

Agenda Item 10i:

- Discharge of a mortgage by Wiley Shea to Barnstable County, acting by and through the Cape Cod Commission, dated November 15, 2016 recorded with the Barnstable County Registry of Deeds Book 30088 Page 289

Agenda Item 10j:

- Discharge of a mortgage by Cynthia Stracuzzi to Barnstable County, acting by and through the Cape Cod Commission, dated March 16, 1998 recorded with the Barnstable County Registry of Deeds Book 11287 Page 10

Agenda Item 10k:

- Estoppel Certificate regarding the property known as Canal Bluffs Phase 3 in the Town of Bourne

AGENDA ITEM 10a

Authorizing the allocation of funds for Fiscal Year 2019 to the County Administrator to administer to the activities of the Mercy Otis Warren Committee

Establish the Award;

Purpose;

In order to recognize a woman who has demonstrated leadership in our community and has made significant contribution to the Arts, Education, Business or Community Involvement, while embracing the ideas of patriotism and public good.

The County believes that in honoring such woman for their service and contribution to Barnstable County the next generation of citizens will have documented the extraordinary acts and lifestyles that have paved the way before them, in hopes to encourage the next generations to follow.

Motion;

I Move to establish the annual award called the Barnstable County's "Cape Cod Mercy Otis Warren Woman of the Year".

Criteria;

Recipient of this award shall be a woman who has been recognized for significant contribution to the community through involvement in the Arts, Education, Business or Community involvement through volunteerism.

The Administrator shall serve as the selection and review committee for the purpose of bringing a nominee name forward for the Commissioners to approve.

Charge to the Administrator shall be as follows;

- a. To submit a nomination of the individual (or group) to the Commissioners for their vote of approval on or before May 30th of each year. Presentation and participation in July 4th parade to follow.
- b. The Administrator shall work with local community persons, groups and local Businesses to request Nominees, evaluate the submissions and choose an award recipient.
- c. A Special Gift Account shall be established within the County to receive any donations which persons, groups and Businesses may contribute. No member of any County Committee, or County Employee shall solicit donations in any way, actual or perceived, for funds or services.

All expenditures from the Gift Account shall be at the request of the Administrator and subject to the vote of the Board of County Commissioners.

Finance Department shall establish the method of expenditures via a new line item, or directly in and out of the Special Gift Account for this purpose.

- d. The commissioners shall allocate annually a specific amount of County funds to be used by the Administrator. Allocation of said funds shall be under the direction of the Finance Department. Access to the County web page for purpose of soliciting nominations and award announcement, printing and secretarial service, shall be available to the Administrator.

Made by Flynn Second Becky Vote 3-0

A series of handwritten signatures in blue ink, including the names of the individuals mentioned in the text above: Flynn, Becky, and Dana Patryk.

"Public body", a multiple-member board, commission, committee or subcommittee within the executive or legislative branch or within any county, district, city, region or town, however created, elected, appointed or otherwise constituted, established to serve a public purpose; provided, however, that the governing board of a local housing, redevelopment or other similar authority shall be deemed a local public body; provided, further, that the governing board or body of any other authority established by the general court to serve a public purpose in the commonwealth or any part thereof shall be deemed a state public body; provided, further, that "public body" shall not include the general court or the committees or recess commissions thereof, bodies of the judicial branch or bodies appointed by a constitutional officer solely for the purpose of advising a constitutional officer and shall not include the board of bank incorporation or the policyholders protective board; and provided further, that a subcommittee shall include any multiple-member body created to advise or make recommendations to a public body.

AGENDA ITEM 10b

Authorizing the execution of a contract for a grant from the Massachusetts Department of Housing and Community Development to the Cape Cod Commission, in the amount of \$186,965.00 for a period through December 31, 2019 to provide technical assistance to Barnstable County Towns consistent with the State's eligibility guidelines

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: Barnstable County - Cape Cod Commission (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Department of Housing and Community Development MMARS Department Code: OCD	
Legal Address: (W-9, W-4, T&C): 3225 Main Street, Barnstable, MA 02630		Business Mailing Address: 100 Cambridge Street, Suite 300, Boston, MA 02114	
Contract Manager: Patty Daley		Billing Address (if different):	
E-Mail: pdaley@capecodcommission.org		Contract Manager: Julissa Tavarez	
Phone: 508-744-1212	Fax: 508-362-3136	E-Mail: julissa.tavarez@state.ma.us	
Contractor Vendor Code: VC6000194979		Phone: 617-573-1407	Fax: 617-573-1460
Vendor Code Address ID (e.g. "AD001"): AD 001. (Note: The Address Id Must be set up for EFT payments.)		MMARS Doc ID(s):	
<input checked="" type="checkbox"/> NEW CONTRACT		<input type="checkbox"/> CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input checked="" type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)		Enter Current Contract End Date <i>Prior</i> to Amendment ____, 20 ____. Enter Amendment Amount: \$ ____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)	
The following 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. <input type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or <i>new</i> Total if Contract is being amended). \$186,965.			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __% PPD; Payment issued within 20 days __% PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> 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: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) State funds will be used by the subgrantee to provide technical assistance to its member municipalities consistent with Section 6 of Chapter 205 of the Acts of 2006 as amended by Sections 6 and 7 of Chapter 310 of the Acts of 2006. <input type="checkbox"/>			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date . <input type="checkbox"/> 2. may be incurred as of ____, 20 ____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date . <input type="checkbox"/> 3. were incurred as of ____, 20 ____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of December 31, 2019 , 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 <u>Contractor Certifications</u> (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 <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , 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 <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Ronald Beaty, Ronald Bertstrom, Mary Pat Flynn</u> Print Title: <u>Barnstable County Commissioners</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Louis Martin</u> Print Title: <u>Associate Director</u>	

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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 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, s. 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.

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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 acceptable.** 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 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.

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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 Anti 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 98A 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 "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.



COMMONWEALTH TERMS AND CONDITIONS

This Commonwealth Terms and Conditions form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of Massachusetts ("State") Departments and Contractors. **Any changes or electronic alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void.** Upon execution of these Commonwealth Terms and Conditions by the Contractor and filing as prescribed by the Office of the Comptroller, these Commonwealth Terms and Conditions will be incorporated by reference into any Contract for Commodities and Services executed by the Contractor and any State Department, in the absence of a superseding law or regulation requiring a different Contract form. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract. The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. Contract shall mean the Standard Contract Form issued jointly by ANF, CTR and OSD.

1. Contract Effective Start Date. Notwithstanding verbal or other representations by the parties, or an earlier start date indicated in a Contract, the effective start date of performance under a Contract shall be the date a Contract has been executed by an authorized signatory of the Contractor, the Department, a later date specified in the Contract or the date of any approvals required by law or regulation, whichever is later.

2. Payments And Compensation. The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to M.G.L. C. 29, §26, or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to M.G.L. C. 7A, §3 and 815 CMR 9.00. Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the State from all claims, liabilities or other obligations relating to the performance of a Contract.

3. Contractor Payment Mechanism. All Contractors will be paid using the Payment Voucher System unless a different payment mechanism is required. The Contractor shall timely submit invoices (Payment Vouchers - Form PV) and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and 815 CMR 4.00, provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System, shall be used only for "Individual Contractors" who have been determined to be "Contract Employees" as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.

4. Contract Termination Or Suspension. A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

5. Written Notice. Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure

any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.

6. Confidentiality. The Contractor shall comply with M.G.L. C. 66A if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to the Department's public records, documents, files, software, equipment or systems.

7. Record-keeping And Retention, Inspection Of Records. The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Department shall have access, as well as any parties identified under Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

8. Assignment. The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with M.G.L. C. 106, §9-318. The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.

9. Subcontracting By Contractor. Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

10. Affirmative Action, Non-Discrimination In Hiring And Employment. The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing 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.

11. Indemnification. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.

12. Waivers. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

13. Risk Of Loss. The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.



COMMONWEALTH TERMS AND CONDITIONS

14. **Forum, Choice of Law And Mediation.** Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The

Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

15. **Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration.** Any amendment or attachment to any Contract which contains conflicting language or has the affect of a deleting, replacing or modifying any printed language of these Commonwealth Terms and Conditions, as officially published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent

permitted by law. All amendments must be executed by the parties in accordance with Section 1. of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

IN WITNESS WHEREOF, The Contractor certify under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory below:

CONTRACTOR AUTHORIZED SIGNATORY: _____ (signature)

Print Name: Ronald Beaty, Ronald Bergstrom, Mary Pat Flynn

Title: Barnstable County Commissioners

Date: _____

(Check One); Organization Individual

Full Legal Organization or Individual Name: Barnstable County

Doing Business As: Name (If Different): Acting through the Cape Cod Commission

Tax Identification Number: 046001419

Address: 3195 Main Street, Barnstable, MA 02630

Telephone: 508-375-6648 FAX: 508-362-4136

INSTRUCTIONS FOR FILING THE COMMONWEALTH TERMS AND CONDITIONS

A "Request for Verification of Taxation Reporting Information" form (Massachusetts Substitute W-9 Format), that contains the Contractor's correct TIN, name and legal address information, must be on file with the Office of the Comptroller. If the Contractor has not previously filed this form with the Comptroller, or if the information contained on a previously filed form has changed, please fill out a W-9 form and return it attached to the executed COMMONWEALTH TERMS AND CONDITIONS.

If the Contractor is responding to a Request for Response (RFR), the COMMONWEALTH TERMS AND CONDITIONS must be submitted with the Response to RFR or as specified in the RFR. Otherwise, Departments or Contractors must timely submit the completed and properly executed COMMONWEALTH TERMS AND CONDITIONS (and the W-9 form if applicable) to the: **Payee and Payments Unit, Office of the Comptroller, 9th Floor, One Ashburton Place, Boston, MA 02108** in order to record the filing of this form on the MMARS Vendor File. Contractors are required to execute and file this form only once.



COMMONWEALTH OF MASSACHUSETTS CONTRACTOR AUTHORIZED SIGNATORY LISTING

CONTRACTOR LEGAL NAME: Barnstable County acting through the Cape Cod Commission
CONTRACTOR VENDOR/CUSTOMER CODE: VC6000194979

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE
Ronald Beaty	Barnstable County Commissioner
Ronald Bergstrom	Barnstable County Commissioner
Mary Pat Flynn	Barnstable County Commissioner

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

Signature

Date:

Title: County Administrator

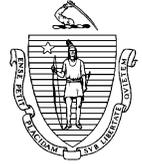
Telephone: 508-375-6646

Fax: 508-362-4136

Email: jack.yunits@barnstablecounty.org

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.



COMMONWEALTH OF MASSACHUSETTS CONTRACTOR AUTHORIZED SIGNATORY LISTING

CONTRACTOR LEGAL NAME: Barnstable County acting through the Cape Cod Commission
CONTRACTOR VENDOR/CUSTOMER CODE: VC6000194979

PROOF OF AUTHENTICATION OF SIGNATURE

**This page is optional and is available for a department to authenticate contract signatures.
It is recommended that Departments obtain authentication of signature for the signatory
who submits the Contractor Authorized Listing.**

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type) Ronald Beaty, Ronald Bergstrom, Mary Pat Flynn

Title: Barnstable County Commissioners

X _____

Signature as it will appear on contract or other document (**Complete only in presence of notary**):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, _____ (NOTARY) as a notary public certify that I witnessed the signature of the aforementioned signatory above and I verified the individual's identity on this date:

_____, 20 ____.

My commission expires on:

AFFIX NOTARY SEAL

I, _____ (CORPORATE CLERK) certify that I witnessed the signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's authority as an authorized signatory for the Contractor on this date:

_____, 20 ____.

AFFIX CORPORATE SEAL

ATTACHMENT A

Cape Cod Commission
(Barnstable County)
2019

Scope of Work and Budget for District Local Technical Assistance Fund

I. General:

DHCD is entering into this contract with the Regional Planning Agency (RPA) to provide technical assistance to municipalities within the purposes of the trust fund authorized by M.G.L, c. 29, s. 2XXX, and any other general or special law, as described in this contract. Funding is authorized by Chapter 154, Acts of 2018, Acct. #1599 – 0026, which item supports several regionalization initiatives. Use of funds shall comply with the requirements of Section 6 of Chapter 205 of the Acts of 2006 as amended by Sections 6 and 7 of Chapter 310 of the Acts of 2006, which states that Regional Planning Agencies (RPAs) shall use District Local Technical Assistance Fund (DLTA Fund) allocations to provide technical assistance to their member municipalities. Pursuant to the statute as amended, payments from the DLTA Fund shall be made on order of the Division of Local Services (DLS) at the Department of Revenue (DOR) and requirements relating to the use and administration of funds shall be made by the Department of Housing and Community Development (DHCD). For the purpose of jointly administering the program, DLS and DHCD executed a Memorandum of Understanding on October 2, 2008 that is incorporated herein by reference.

II. Disbursement, Administration and Recoupment:

- a. Upon execution of this contract, DHCD shall notify DLS of the amount to be disbursed from the DLTA Fund to the RPA and provide the DLS with a copy of this Contract. Upon execution of this Contract and certification to DLS by DHCD, the RPA shall receive the DLTA funds directly from the Comptroller.
- b. The total amount of this contract reflects the statutory allocation for the RPA according to the formula in M.G.L., c. 29, s. 2XXX.
- c. The RPA shall maintain detailed records and books accounting for the expenditure of all DLTA funds and give DOR, DHCD and any other agency of the Commonwealth authorized by law, the right to inspect and examine such records. Upon request, the RPA shall explain any entry or expenditure.
- d. If any expenditure made by the RPA from the DLTA Fund does not comply with the purposes specified in this contract, the RPA shall pay an amount equal to the unauthorized expenditures to the Commonwealth upon the request of DHCD.

III. RPA Match:

The RPA shall provide a 10% match of which no more than ½ may be in the form of in-kind services. The RPA's match for this scope shall be at least **\$18,697**. The RPA shall provide the 10% match on an ongoing basis. Documentation of the match shall be included in the quarterly and annual reports and shall identify the type (cash or in-kind), amount, and source of any cash match. The cash match shall equal a minimum of 5% of the grant amount. NOTE: RPAs cannot fulfill the cash match requirement by requiring that any municipality(ies) pay any costs associated with the DLTA project(s) in which the municipality(ies) participates (e.g., local cash match). However, RPAs may encourage municipalities to provide a cash or in-kind match to their proposed project and factor that into the selection process, so long as a local match is not required for consideration under the DLTA program.

IV. Project and Account Management:

- a. The RPA shall enter into an agreement with each municipality receiving technical assistance through this program. The agreement shall be in a form agreed to by the parties and shall detail a scope of work and budget. The RPA shall establish account codes that enable reports to include detailed expenditures by project.
- b. The RPA shall track expenditures in a manner that details actual direct labor, overhead (**138%**) and direct costs for the period. Staff members working on activities supported by the DLTA allocation shall be paid according to their usual rates and the drawdown of the funds shall occur based on these rates multiplied by the overhead rate. For reporting purposes, staff members providing direct labor to the program shall keep a record of their daily activities using the agency's official timesheet or a comparable reporting and record-keeping instrument.

V. Reporting:

- a. Quarterly:

The RPA shall provide quarterly progress reports documenting tasks, expenditures, and the 10% match to DHCD and the Division of Local Services in electronic format. Quarterly reports shall be due not later than the 15th day of April 2019; July 2019, October 2019, and January 2020. The quarterly report shall address the activity of the prior 3 months, except the April 2019 report shall address activities undertaken from the effective date of this contract. **Each RPA shall use the reporting template provided by DHCD. The reporting of DLTA funds allocated to each project is essential information for the Administration's use in tracking DLTA funds.**

Note a1: Meetings of the Massachusetts Association of Regional Planning Agencies (MARPA) occurring closest to the due date of the quarterly report shall devote time on the agenda for updates and other issues relating to DLTA activity. Notice of such meetings shall be sent prior to each meeting to the Division of Local Services

(croninse@state.ma.us), and to the Department of Housing and Community Development (elaine.wijnja@state.ma.us).

1. The format of the quarterly reports shall be as determined by DHCD, but shall include at a minimum: project purpose, participating municipality(ies), type of program, project timeline, activities undertaken in the quarter, activities planned in upcoming quarter(s), relationship to funding priorities as described in this contract, expenditures to date, and achieved or expected outcomes, as appropriate.

b. Legislative Report

In compliance with the statute, the RPA shall also provide a report to DHCD that DHCD shall provide to the Senate Committee on Ways and Means, and the House Committee on Ways and Means, that documents all activities, expenses, matching funds, products, and outcomes of technical assistance for the current grant year in accordance with DHCD's Reporting Instructions. The report shall include a description of the criteria for selection of projects and activities for technical assistance and other narrative information deemed appropriate reflecting activity from contract start date through June 30. This report shall be due to DHCD by **July 15, 2019**. DHCD shall compile all individual RPA reports for the report to the House and Senate Ways and Means Committees as noted above.

- c. Final Report: The RPA shall provide a final report to DHCD and the Division of Local Services on or before the **15th day in January 2020**. The final report shall cover all DLTA activities, products, and financial expenditures, source and type of match for each project, and outcomes achieved/anticipated (e.g., regional agreement executed, regional agreement in progress, bylaw adopted, proposed bylaw on warrant for spring 2018 town meeting) for the period of the contract.

NOTE c1: Any project resulting from a proposal received from a "Community Compact" City or Town shall be separately highlighted in the final report. Similarly, any project resulting from a proposal received from a "Housing Choice Community" shall be separately highlighted in the final report.

VI. Priority Funding Areas for Technical Assistance Activities:

In concert with the Massachusetts Association of Regional Planning Agencies (MARPA), the state has identified the priority uses for DLTA funding. RPAs shall focus efforts to distribute the RPA allocation of DLTA funds between two general categories: 1) "Planning Ahead for Housing" (or to help reach the Statewide Housing Production Goal) or "Planning Ahead for Growth"; and 2) Community Compact Cabinet activities as identified below. The goal of the DLTA effort is to direct these funds to projects/activities that result in change in the municipality(ies) receiving these DLTA services, whether in law, regulation, program management, or practice, that serve to further these objectives. At least **30%** of DLTA funding should be used toward these state goals, and the solicitation of municipalities should emphasize these priorities: planning ahead for housing, planning ahead for growth, and Community Compact best practices. Community Compact best practices should include both those that the Administration is seeking to fund as part of the CCC program as a first priority and also best practices that explicitly align with CCC best practices but are not best practices identified in a signed CCC agreement.

VII. Use of Funds

Examples of eligible activities shall include:

- a. **Planning Ahead for Housing:** Planning and implementation activities that encourage and support affordable and market-rate housing production opportunities or support municipalities complying with new HUD fair housing regulations, specifically related to the Housing Goal of 135,000 new units by 2025, that may include, but are not limited to:
 - The development of market, mixed-income and affordable multi-family housing in transit-oriented-development locations, employment centers, downtown locations and state endorsed Priority Development Areas (PDAs) within the RPA's jurisdiction, including any "Gateway municipality" (see MGL, c. 23A, s. 3A);
 - The creation of as-of-right zoning districts such as those eligible under DHCD's Compact Neighborhoods policy or the Chapter 40R/Smart Growth statute including starter homes;
 - Consideration of Transfer Development Rights zoning districts including areas that may qualify as sending and receiving areas.
 - Development of Workforce housing under the Housing Development Incentive Program (HDIP) and Urban Center Housing TIF areas.
 - The creation of prompt and predictable permitting through an Expedited Permitting Priority Development Site using Chapter 43D for Residential;
 - Identifying challenges and solutions in respect to infrastructure requirements that affect the ability to construct multi-family residential projects in as-of-right zoning districts and parcels;
 - Identifying multi-family residential projects subject to the Permit Extension Act (as amended), assessing impediments to such projects, and recommending steps that the Commonwealth and/or the applicable municipality could realistically take to enable those projects to go forward;
 - Regional analysis of affordable and market-rate housing needs, to include, for example, preparation of a *Housing Production Plan* pursuant to 760 CMR 56.00 et. seq., and similar undertakings that may guide the execution of a compact among communities for locating affordable and market-rate housing;
 - Assisting one or several municipalities who must comply with requirements under the new Fair Housing regulation issued by HUD;
 - Assisting one or more community to analyze their qualifications to be designated as a Housing Choice Community (including improvements to existing reporting related to Building Permits to the US Census) and/or apply for Housing Choice capital grants.

- b. **Planning Ahead for Growth:** Planning and implementation activities that encourage and support economic development opportunities that may include, but are not limited to:
 - Identification, assessment and mapping of Priority Development Areas (PDAs) and Priority Preservation Areas (PPAs) at the local and regional levels, including discussion of specific areas for multi-family housing growth.

- Supporting prompt and predictable permitting through the Chapter 43D Expedited Permitting Program for Economic Development projects;
- Encouraging communities to use the Economic Development Self-Assessment Tool (EDSAT) to assess economic development opportunities within communities and/or regions and to develop implementation strategies based on EDSAT recommendations;
- Identifying challenges and solutions in respect to infrastructure requirements that affect the ability to advance economic development activities;
- At a city or town's request, identifying economic development projects subject to the Permit Extension Act (as amended), assessing impediments, and recommending steps that state and/or the applicable municipality could realistically take to enable those projects to go forward; and
- Developing or updating components of municipal master plans and providing technical assistance that supports the implementation of strategies which are designed to advance well-planned growth and development policies and practices.

c. Supporting the Community Compact, including regionalization

Supporting municipalities who are seeking to adopt state best practices under the Community Compact Cabinet program, including those who want to pursue projects of a regional nature. The regional planning agency should pursue a strategy intended to assist Compact Communities with implementation of their Community Compact best practice selection(s).

Regional planning agencies also shall work with Administration to generally support the CCC program and the state best practice priorities for municipalities as laid out in the Community Compact program. While first priority shall be Community Compact Program municipalities' best practices as stated on their Compact applications, regional planning agencies are encouraged to also consider requests from 1) Compact Communities seeking to implement best practices not specifically included on their Compact applications and 2) non-Community Compact communities seeking to implement the state's best practices.

A list of the Community Compact best practices is attached and should be attached to any solicitation for proposals.

d. Supporting the Housing Choice Initiative

The regional planning agency shall work with Administration to support the Housing Choice Initiative (HCI) and those communities that are seeking assistance to achieve Designation under the HCI. The HCI will designate communities who have produced certain levels of housing and have best practices that allow for compact housing development. First priority shall be to support Designated Housing Choice Communities, regional planning agencies are encouraged to prioritize requests for communities seeking to achieve HC Designation. The activities under "Planning Ahead for Housing" qualify as best practices under the HCI.

NOTE: Funds cannot be used for routine administrative tasks of municipalities, including, but not limited to, grant application preparation, and cannot substitute DLTA funds for which other state resources are available.

VIII. Solicitation of Technical Assistance Requests:

- a. In soliciting technical assistance requests from communities, RPAs should encourage cities and towns to submit projects to achieve Community Compact best practices (see Executive Order #554) that are within the expertise of said RPA.
- b. The RPA shall issue a minimum of 2 solicitations for DLTA projects to member communities within 6 months of execution of this Agreement, unless such requirement shall be waived by DHCD.
- c. The RPA may use various approaches to inform municipalities of the availability of DLTA funds. Each solicitation shall prominently reference the priority uses of the DLTA funds as described in this contract, shall contain the project/selection activity criteria, and shall explain the process for municipalities or groups of municipalities to propose a project/activity. At least 2 notices shall be delivered by U.S. Mail to the Chief Executive Officer of the RPA's member municipalities, and the RPA representative for each member city and town. Further, the RPAs may post information on the RPA's web site, include an announcement in electronic or hard copy newsletters, hold information sessions, make presentations at RPA membership meetings, and/or make presentations at the request of one or more municipalities in the region. DHCD shall receive prior written notice of any presentations made relating to DLTA at any RPA membership meeting(s), including, but not limited to, presentations to subgroups of the RPA's membership.
- d. Unless the RPA has allocated all of its funds as a result of the first solicitation, a second solicitation shall occur as the RPA shall determine, provided, however, that it takes place within 4 months of the initial solicitation. The RPA shall note in its first quarterly report if all funds have been allocated to project proposals received, making a second solicitation unnecessary.
- e. DHCD shall provide to the RPA a specific response regarding redirection of any amount of its allocation remaining for other uses as allowed by MGL, c. 29, s. 2XXX.

IX. Criteria for Project/Activity Selection:

The RPA shall develop criteria for project selection that are consistent with achieving the objectives of the priority funding areas identified in this contract. Factors in determining such criteria may include, but are not limited to, the following: opportunities for collaboration and/or resource sharing; the nature of the impact to be realized as a result of the project (e.g., bylaw adopted, joint procurement solicitation prepared, agreement signed); potential as model for other municipalities/regions; and responsiveness to priority uses for funds as identified herein.

The RPA shall submit its project/activity selection criteria to DHCD by January 15, 2019.

The RPA may contact DHCD to discuss potential project proposals and how they would meet the priority funding purposes.

X. Expected Products/Deliverables:

Each project undertaken shall identify the expected product, e.g.:

- Proposed or adopted bylaw or ordinance;
- Proposed or adopted regional agreement or memorandum of understanding;
- Proposed or adopted permitting procedures;
- Specifications for collective purchasing/procurement;
- Report/analysis with recommendations for local/regional next steps; and
- Report of presentations/workshops/forums held to introduce project findings/results.

In addition, supplementary informational materials, lists and descriptions of materials posted on municipal and/or regional planning agency web sites developed through this contract and publications developed and distributed through one or more project activities shall be referenced in quarterly reports and included in other reports as described in **Section V.** above.

Community Compact Best Practice Areas

Age and Dementia Friendly Best Practices

Age Friendly is a community that is livable for residents of all ages inclusive of older adults and those living with dementia. Age friendly communities strive to be equitable and accessible with walkable streets, housing and transportation options, access to services, and opportunities for residents to participate in community activities.

Best Practice: Convene leaders of municipal departments, businesses, local citizen groups, regional planning agencies, and private and non-profit organizations to align interests with a goal of creating an ongoing process of community assessment, action planning and implementation, and prioritize age and dementia-friendly efforts. Create process to support, acknowledge and reward local businesses and non-profit entities that work to become age and/or dementia friendly.

Best Practice: Utilize data for a baseline assessment and recommendations, including Massachusetts Healthy Aging Collaborative (MHAC) Community Profiles or World Health Organization (WHO) Checklist of Essential Features.

Best Practice: Conduct a comprehensive baseline assessment utilizing an indicators analysis and community survey. The assessment will inform action planning and implementation phases.

Best Practice: Conduct a baseline assessment of dementia friendly practices using National Alzheimer's and Dementia Resource Center dementia-capability tool or similar nationally recognized assessment tool or process.

Best Practice: Create maps from the research conducted through the baseline analysis, illustrating the geographic properties of the indicators. These indicators may include, but are not limited to: housing, mobility, food distribution, dementia-friendly services; indicators unique to the community.

Best Practice: Review municipal policies and regulations with a goal of promoting "aging in all policies."

Best Practice: Engage in a community-wide conversation about attitudes toward aging and dementia and language related to aging to raise public awareness that aging is an asset and that individuals living with dementia can make meaningful contributions to community life.

Best Practice: Create an online database with local information and resources of programs, services, discount programs and benefits for older adults and their caregivers.

Best Practice: Develop policies and services to improve elder economic security and help people age in community, such as: property tax deferral program, property tax work-off program, handy man programs, energy assistance, transportation for non-drivers, designation of age-friendly employers, etc.

Education Best Practices

Best Practice: Map community's priorities, funding and assessments for children from birth to age eight in order to better align resources and achieve greater impact.

Best Practice: Focus on college and career planning beginning in middle school and continuing through high school in order to ensure that all students have access to the opportunities that provide both experience and help to foster informed decisions about college and career pathways.

Best Practice: Maximize opportunities for students and mature workers to access specialized vocational education through collaborations between regional vocational technical schools, comprehensive high schools and community colleges.

Best Practice: Understand projected changes in student enrollment and demographics and the impact of those changes on the school district's budget and operations in order to provide a district with the needed information to develop a strategic plan for its future.

Best Practice: Coordinate and communicate key student- and school-level data in real-time in order to inform decision-making and reporting.

Energy and Environment Best Practices

Energy Efficiency and Renewable Energy

Best Practice: Become a Green Community pursuant to M.G.L. c. 25A §10 to realize the energy & environmental benefits

Best Practice: Adopt Zoning for Renewable Energy to reduce GHG emissions and fuel costs

Best Practice: Expedite Permitting for Renewable Energy in order to provide clear and predicate approvals

Best Practice: Complete an Energy Use Baseline so that the community can set goals and track performance

Best Practice: Produce an Energy Use Reduction Plan that lists intended activities and the parties responsible

Best Practice: Purchase Fuel-Efficient or Electric Vehicles to increase vehicle efficiency and reduce GHG emissions and fuel costs

Best Practice: Encourage or Require Energy Efficient & Sustainable Construction to reduce energy & resource use in homes & businesses

Best Practice: Realize or Exceed a Green Community Obligation in order to further reduce emissions & costs

Best Practice: Obtain Green Community 2.0 Status in order to establish a municipal GHG reduction target

Best Practice: Construct Zero Energy Buildings to eliminate GHG emissions, reduce cost, & enhance resiliency

Best Practice: Provide Electric Vehicle Infrastructure to facilitate the purchase & use of electric vehicles

Best Practice: Complete a Community Energy Audit & Manage Energy Consumption to use energy effectively and save money

Best Practice: Undertake a Behavioral Effort to Reduce Energy Use to educate and inspire people to cut their energy use

Climate Change Mitigation

Best Practice: Plan Ahead to mitigate climate change by establishing goals, creating an action plan, assigning responsibility, and tracking progress

Best Practice: Use Renewable Energy instead of fossil fuels by generating or purchasing clean power and by zoning for renewable power generation

Best Practice: Increase Energy Efficiency in order to reduce power consumption, fuel costs, and GHG emissions

Best Practice: Promote Fuel Efficient Transportation to reduce municipal transportation emissions & those from people living/working in the community

Best Practice: Encourage Sustainable Development to reduce, through higher density & mixed-use, the number distance of car trips & resulting GHG emissions

Best Practice: Protect and Manage Natural Resources to reduce carbon emissions from loss of natural land cover and to encourage carbon sequestration

Best Practice: Reduce Municipal Solid Waste and Increase Recycling in order to reduce GHG emissions associated with solid waste disposal

Best Practice: Conserve Water & Increase the Efficiency of Municipal Water/Wastewater Systems as they consume a lot of energy

Climate Change Adaptation & Resilience

Best Practice: Protect Vulnerable Populations to decrease risk to people who are more susceptible to climate change effects & less able to adapt

Best Practice: Inventory Existing Resources & Assess Vulnerabilities to enable the community to prioritize climate change adaptation strategies

Best Practice: Plan for Climate Change Adaptation to assess cost, risk, and potential solutions and produce a plan of action to enhance municipal resiliency

Best Practice: Implement Structural Improvements & Nature Based Approaches to protect buildings and infrastructure

Best Practice: Encourage Sound Land Use that minimizes risk and costs associated with climate change for new development and redevelopment projects

Best Practice: Prepare for Emergencies by completing an Emergency Management Plan or otherwise readying the community for storm events

Sustainable Development and Land Protection

Best Practice: Complete a Master or Open Space & Recreation Plan to guide land conservation & development decisions including zoning & land acquisition

Best Practice: Zone for Natural Resource Protection, Transfer of Development Rights, Traditional Neighborhood, or Transit Oriented Development

Best Practice: Adopt a Tree Retention Bylaw to preserve tree cover when a parcel is subdivided or redeveloped

Best Practice: Invest in Land Conservation or Park Creation/Restoration to protect key parcels of land from development & provide recreational opportunities accessible to all

Best Practice: Enhance Consistency with a Land Use Priority Plan to achieve shared local, regional, and state land conservation & development goals

Water Resource Management

Best Practice: Require Localized Flood Protection Best Practices to manage water movement & protect lives, public safety, infrastructure, & critical assets

Best Practice: Implement Stormwater Management Measures so that land use regulations help promote infiltration, control flooding, and reduce pollution

Best Practice: Manage Water System Assets so that the condition of infrastructure is known & a plan for regular maintenance & rehabilitation is implemented

Best Practice: Complete Water Audits & Mitigate Leaks to reduce distribution system water losses and associated budgetary & environmental impacts

Best Practice: Protect Public Water Sources in order to reduce potential threats to water quality and the public health of system customers

Best Practice: Implement Water Conservation Measures to ensure long-term water resource sustainability, enable growth, & avoid new source development

Best Practice: Address Infiltration and Inflow to reduce unintended storm and waste water in the system and the cost of treating it

Best Practice: Implement Energy Efficiency Measures and Generate Clean Energy to reduce energy bills and GHG emissions

Best Practice: Utilize Advanced Financing Tools such as an enterprise fund, stormwater utility, or water bank to finance water/waste/storm water systems

Best Practice: Establish Full Cost Pricing so that users pay the true cost for all aspects of water, sewer, or storm water management & service delivery

Best Practice: Institute an Inter-Municipal Agreement in order to realize the economic and technical efficiencies of a regional approach to water infrastructure

Waste Management

Best Practice: Enhance Waste Ban Compliance so that recyclable and hazardous materials are diverted from the waste stream and reused or recycled

Best Practice: Develop Waste Contracts that are fiscally, environmentally, and otherwise beneficial to the community

Best Practice: Reduce Municipal Solid Waste and Increase Recycling by following smart waste practices

Site Cleanup

Best Practice: Complete a Brownfields Inventory so that the community is aware of all abandoned & underutilized properties & can develop plan of action

Best Practice: Conduct Site Assessments to determine the nature and extent of contamination and develop a plan of action

Best Practice: Clean Sites to prevent further releases or the spreading of contaminants and to bring sites back into productive use

Best Practice: Offer Tax Incentives to help property owners finance sometimes expensive site assessment and remediation

Best Practice: Update Regulations to remove barriers to redevelopment and encourage productive reuse of brownfield sites

Best Practice: Track Cleaned Sites with Activity and Use Limitations in order to ensure that future property uses don't endanger public health

Best Practice: Engage & Educate Property Owners and the Public to enhance citizen safety and understanding of brownfield issues, resources, and reuse plans

Local Agriculture and Silviculture

Best Practice: Adopt a Right to Farm By-law/Ordinance to clearly indicate that agriculture is a local priority and to minimize abutter conflicts

Best Practice: Establish an Agricultural Commission to advocate for local farms, administer a right to farm bylaw, & otherwise represent agricultural interests

Best Practice: Establish a Farmers Market to provide a venue for local farmers to sell and for residents to purchase locally grown farm products

Best Practice: Support Sustainable Forestry to help the forest economy in rural areas, improve forest habitats, and assist in the conservation of forest land

Best Practice: Increase Agricultural Marketing to enhance awareness and patronage of local agricultural businesses

Best Practice: Support Aquaculture to help local businesses that cultivate aquatic plants or animals

Best Practice: Promote Urban Agriculture in order to increase access to fresh produce and encourage community revitalization

Best Practice: Protect Farm and Commercial Forest Land permanently through zoning and land acquisition

Best Practice: Source Locally Grown or Produced Foods for Local Schools and Local Meal Programs for Older Adults to provide healthier and better tasting meals and to benefit local farmers

Best Practice: Support Local Horticulture and Floriculture to benefit local businesses & enhance the largest agricultural industry in Massachusetts

Best Practice: Plant Trees in order to reduce energy use, fuel costs, GHG emissions & stormwater runoff & increase property values

Financial Management Best Practices

Best Practice: Establish a Budget document that details all revenues and expenditures, provides a narrative describing priorities and challenges, and offers clear and transparent communication of financial policies to residents and businesses.

Best Practice: Develop, document and implement Financial Policies and Practices including reserve levels, capital financing, and use of Free Cash. Such policies should identify the responsible parties and procedural steps necessary to carrying out the directed strategy or action.

Best Practice: Develop and utilize a Long-range Planning/Forecasting Model that assesses both short-term and long-term financial implications of current and proposed policies, programs and assumptions over a multi-year period.

Best Practice: Prepare a Capital Improvement Plan that reflects a community's needs, is reviewed and updated annually, and fits within a financing plan that reflects the community's ability to pay.

Best Practice: Review and evaluate Financial Management Structure to ensure that the structure and reporting relationships of the community's finance offices support accountability and a cohesive financial team process.

Best Practice: Utilize Financial Trend Monitoring, modeled after the ICMA's Financial Trend Monitoring System (FTMS).

Housing and Economic Development Best Practices

Preparing for Success

Best Practice: Create an Economic Development Plan that engages diverse stakeholders, leverages local and regional economic strengths and assets, encourages innovation and entrepreneurship, and/or promotes workforce development planning and implementation.

Best Practice: Align Land Use Regulations, especially zoning, capital investments, and other municipal actions with Housing Development, Economic Development, Master, Land Use Priority or other plans for future growth. Promote development and reuse of previously developed sites.

Best Practice: Create and Distribute an Economic Development Guide/Manual to not only promote development goals and priorities, but also specifically and clearly outlines the community's policies and procedures related to zoning and permitting.

Best Practice: Create Opportunities for Engaging Diverse Stakeholders in economic development efforts, such as to assist with identification of priority development projects, improve local permitting processes, and proactively address obstacles to housing accessibility and affordability as well as job creation.

Best Practice: Create Cross-Sector Partnerships to help carry out community-driven responses to community-defined issues and opportunities for economic development.

Best Practice: Create a District Management Entity that engages public/private stakeholders to develop and support downtown revitalization efforts.

Best Practice: Adopt as-of-Right Zoning and/or Streamlined Permitting to promote development in priority districts.

Best Practice: Adopt Zoning for Mixed-Use Development, including Transit Oriented Development, where appropriate.

Best Practice: Adopt Chapter 40R Smart Growth zoning to facilitate the creation of dense residential or mixed-use smart growth zoning districts, including a high percentage of affordable housing units, to be located near transit stations, in areas of concentrated development such as existing city and town centers, and in other highly suitable locations.

Competitiveness

Best Practice: Engage in an Economic Development Self-Assessment exercise to identify strengths, weaknesses, and areas of opportunity.

Best Practice: Establish and Utilize Performance Data to evaluate the competitiveness of the community, conduct year to year comparisons, and measure performance against comparable communities.

Best Practice: Create a Public Dashboard to benchmark, monitor, and communicate to the public regarding various housing and economic development performance measures.

Housing

Best Practice: Create a Housing Production Plan (HPP) that accounts for changing demographics, including young families, changing workforce, and an aging population.

Best Practice: Amend Zoning By-Laws to allow for increased density and housing opportunities in a manner that is consistent with neighborhood character and supportive of aging in community.

Best Practice: Develop Sector Strategies and Plans in collaboration with various providers and stakeholders to address homelessness for specific high need population groups, such as homeless youth, veterans, older adults, and/or families.

Best Practice: Complete an Assessment of Fair Housing Report, including strategic goals in alignment with HUD's new rules to affirmatively further fair housing. Using HUD data, local data and knowledge, a significant community participation process, and the assessment tool provided by HUD, the community will prepare, complete, and submit its AFH to HUD.

Urban Renewal Planning

Best Practice: Determine need and appropriateness of establishing an Urban Renewal Entity in accordance with MGL chapter 121B. If prepared to proceed, develop action plan and timeline for the creation of the urban renewal entity.

Best Practice: Prepare an Urban Renewal Plan Application in accordance with MGL chapter 121B in partnership with the urban renewal entity.

Human Resources Best Practices

Best Practice: Cost-Out Collective Bargaining proposals so that the impact of the total package is known. This provides the municipality with a clear understanding of both short-term and long-term budgetary impacts.

Best Practice: Develop a Workplace Safety program so that the risk of on-the-job injuries is minimized.

Best Practice: Develop a formal Wage and Classification Plan that details, at a minimum, job descriptions, employee grades, and salary ranges, thereby providing the municipality with a tool to make pay decisions that are reasonable in comparison to similar work being carried out in all areas of city/town government.

Best Practice: Develop Employee Policies and Procedures for things such as discrimination, sexual harassment, information technology use, drug and alcohol, use of social media, and town-owned vehicles.

Best Practice: Manage employee benefit costs such as health insurance, dental insurance, unemployment insurance, and worker's compensation/111F; includes eligibility review and evaluation of insurance choices.

Best Practice: Prepare a Succession Plan to help address the pending wave of retirements that will challenge a municipality's ability to maintain service levels and utilize expertise and experience of mature workers through consulting or mentorship programs.

Best Practice: Explore Centralized Human Resources/Personnel Operations to improve service delivery and build efficiencies.

Information Technology Best Practices

Strategy, Planning and Assessment

Best Practice: Perform a general IT assessment that results in a written evaluation and best practice recommendations. At a minimum, the assessment should include a review of hardware infrastructure, networking, backup, email and user account management.

Best Practice: Perform a cyber security assessment to identify human and technology risks within the environment, analyze and identify gaps in existing cyber security processes, assess vulnerability to external attack and identify steps to remediate identified issues.

Best Practice: Review technology spending across the community and develop a strategy to leverage technology-related operating and capital dollars more effectively.

Best Practice: Review the technology organizational structure across the community and develop a high-level strategy to effectively deploy or manage technology across municipal, school and/or public safety locations.

Best Practice: Document short and long-term business goals and prioritize IT investments based on those business goals.

Best Practice: Design a regional shared IT services program to maximize technology resources across communities and/or school districts.

Best Practice: Develop IT resiliency, recovery and contingency plans that are aligned with community realities and position the community to effectively manage unforeseen events.

Best Practice: Review existing data and system backup policies, procedures and technology, identify gaps, and help to prioritize remediation steps.

Engagement & Transparency

Best Practice: Develop a high-level strategy to make public data more easily accessible over the Internet

Best Practice: Create a social media strategy to actively engage the public in local events and government processes.

Best Practice: Develop a plan to move from a website with content based on organizational structure to one that emphasizes end-user experience.

Best Practice: Develop a plan to engage the public and promote the use of a new technology process or initiative.

Best Practice: Evaluate open checkbook and/or open budget options and deploy a solution that is easily consumed by the public, promotes transparency, and allows data to be downloaded in a machine-readable format

Best Practice: Deploy a public information request solution that improves intake and tracking processes.

Process Improvement and Staff Development

Best Practice: Implement a cyber security training program that ensures staff is aware of, know how to prevent and know how to respond to cyber security threats.

Best Practice: Review an inefficient or ineffective business process and identify opportunities for improvement through the use of technology.

Best Practice: Develop a document and/or records management strategy that results in operational efficiencies and improved responsiveness to the public.

Best Practice: Implement a data standard that supports integration with local, state or federal systems or improves the community's ability to make data-driven decisions. Examples include, but are not limited to, permitting, addressing, 311 and parcel data standards.

Public Accessibility Best Practice

Best Practice: Undertake an Americans with Disabilities Act (ADA) Self-Evaluation and Develop a Transition Plan to comply with Federal civil rights laws that require public buildings to be accessible to persons with disabilities.

Best Practice: Strive for the Universal Participation (UP) designation from the Mass Cultural Council by encouraging and supporting arts and cultural facilities and events in the community.

Public Safety Best Practices

Best Practice: Conduct Active Shooter Preparedness and Response Training in collaboration with the Massachusetts State Police Tactical Operations (STOP) Team, onsite with local law enforcement.

Best Practice: Establish an Emergency Preparedness Plan in partnership with the Massachusetts Emergency Management Agency (MEMA) to develop and enhance a community's disaster and emergency response capabilities.

Best Practice: Establish Hazardous Material Response Protocols in conjunction with Regional Hazardous Materials Response Teams under the Department of Fire Services, to enable cities and towns to protect their citizens, the environment, and property during incidents involving a release or potential release of hazardous materials.

Best Practice: Hold In-service Training Programs for Municipal Police to better prepare local police officers and first responders for incidents involving domestic violence, mental health disorders, and substance abuse.

Best Practice: Convene an opioid task force, consisting of key stakeholders, to identify, implement, coordinate and improve strategies around the prevention, intervention, treatment and recovery of substance use disorders.

Best Practice: Adopt Standardized Tools for Domestic Violence Cases by partnering law enforcement with local domestic violence organizations to adopt a best practice policy on training and implementation of standardized, evidence informed danger and strangulation tools. Municipalities are encouraged to apply individually or as a collective.

Best Practice: Establish a Triad program (a partnership of three organizations—law enforcement, older adults, and community groups). This group maintains an ongoing schedule of community education to combat fraud and elder abuse involving the Attorney General’s Office, Office of Consumer Affairs and Business Regulation, District Attorneys, and other state agencies, as appropriate.

Regionalization/Shared Services

Best Practice: Regionalize services and share resources among municipalities for efficient and effective service delivery to residents and taxpayers in this era of shrinking budgets, loss of seasoned employees to retirement, and increased need for service improvements.

Transportation / Public Works Best Practices

Citizen Safety

Best Practice: Develop a Safe and Mobile Older Drivers plan for the aging of the population by proactively addressing older driver issues, including education for older road users, infrastructure improvements, and transportation options.

Best Practice: Enhance citizen safety by establishing community-based programs to increase pedestrian, automobile and motorcycle safety. The community will demonstrate participation in the Commonwealth’s Office of Public Safety and Security’s trainings and conferences as well as the dissemination of public safety information to citizens.

Best Practice: Ensure Safe Infrastructure so as to provide a safer environment for all users and modes by implementing traffic engineering enhancements. The municipality will demonstrate regular and routine improvements on locally-funded roads, such as cutting back vegetation at intersections where it is known to interfere with sight distance, clearing brush that obscures traffic signage, renewing or installing pavement markings, conducting nighttime surveys to check visibility and retro reflectivity, implementing traffic calming measures at known high crash locations.

Active Transportation

Best Practice: Implement the Complete Streets Program by becoming certified through MassDOT and demonstrate the regular and routine inclusion of complete streets design elements and infrastructure on locally-funded roads.

Best Practice: Utilize Transit-Oriented Development (TOD) fundamentals to create zoning around transit centers that maximizes bike, pedestrian, and transit use and which allows for lower levels of required parking and mixed use to put needed amenities near population centers.

Best Practice: Develop a Safe Routes to School program that also includes student education on pedestrian safety.

Training

Best Practice: Participate in the Bay State Roads, which provides on-going training and helps municipalities share ideas and information with other communities about state of the art planning, design, and operational information for city and town public works managers.

Asset and Infrastructure Management

Best Practice: Inventory and Geo-Code all public works assets so that a database of every public works asset is created, geocoded and condition rated, which is used to inform capital planning, as well as emergency repair.

Best Practice: Develop a Pavement Condition Index that rates street condition for the municipality.

Best Practice: Develop a Multi-Year Vehicle Maintenance and Replacement Plan for their municipal vehicle fleet.

Best Practice: Develop a Bridge / Culvert Preventative Maintenance plan to help prolong the life of these critical transportation assets.

ATTACHMENT B

BUDGET

DLTA ALLOCATION	10% MATCH
\$186,965	\$18,69

(\$2.8 million allocation formula described in M.G.L, c. 29, s. 2XXX)

AGENDA ITEM 10d

Authorizing the creation of a new fund for an amendment to an agreement for a grant, from HUD to HAC, transferring the balance of HAC's CoC HMIS contract, in the amount of \$59, 646.55 for the period of September 1, 2018 through August 31, 2019, to the Barnstable County Human Services Department



B A R N S T A B L E C O U N T Y

Resource Development and AmeriCorps Cape Cod

P.O. Box 427

Barnstable, MA 02630

Quan Tobey

(508) 375-6965 phone



DATE: December 17, 2018

TO: County Commissioners

FROM: Quan Tobey

SUBJECT: New Fund Memo for CoC HMIS contract

Barnstable County and the Human Services Dept. has been selected by the U.S. Dept. of Housing and Urban Development (HUD) for the transfer of Housing Assistance Corporation's (HAC) Continuum of Care (CoC) Homeless Management Information System (HMIS) contract. This funding will supplement the existing CoC HMIS Program in the Human Services Dept.

Please sign below so the Finance Department may establish a new fund for this contract. Thank you.

Respectfully submitted,

Quan Tobey

Ronald Bergstrom
County Commissioner

Mary Pat Flynn
County Commissioner

Ronald R. Beaty
County Commissioner

Date



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Thomas P. O'Neill, Jr. Federal Building
10 Causeway Street, 5th Floor
Boston, Massachusetts 02222-1092
Telephone (617) 994-8357
Fax (617) 565-5442

New England

Mr. Walter Phinney, COO
Housing Assistance Corporation
460 West Main St.
Hyannis, MA 02601

DEC - 4 2018

Dear Mr. Phinney:

Subject: Amendment to Grant Number MA0558L1T031701
Change of Recipient

The purpose of this letter is to approve the request submitted by Housing Assistance Corporation and Barnstable County to amend the above referenced project. The amendment will transfer the grant from Housing Assistance Corp. to the County.

Enclosed are three copies of the amendment. Please follow the steps below to process the amendment:

1. Have the authorized representative of your organization sign three copies of the amendment.
2. Send all three copies to Elizabeth Albert, Director, at 319 Main Street, P.O. Box 427, Barnstable, MA 02630.
3. Once the County has executed the agreement, it should be scanned and sent to Samantha.Graves@hud.gov.
4. Hard copies should be mailed to the Office of Planning and Development, 10 Causeway Street, Room 535, Boston, MA 02222 within 10 days from the date of this letter.

Thank you for your continued cooperation. If we can offer any further assistance, please contact Samantha Graves, CPD Representative, at (617) 994-8353.

Sincerely,

A handwritten signature in blue ink, appearing to read "Robert Shumeyko".

Robert Shumeyko
Director

Cc: Elizabeth Albert, Director, Barnstable County Dept. of Human Services

Tax ID #:
Project Location: Cape and Islands CoC
Grant Number: MA0558L1T031701
Effective Date: December 1, 2018
DUNS #:

AMENDMENT TO THE CONTINUUM OF CARE GRANT AGREEMENT

This Amendment to Grant Agreement is made by and between the United States Department of Housing and Urban Development (HUD) and *Housing Assistance Corporation* (the Recipient), of *460 West Main Street, Hyannis, MA 02601* and *Barnstable County*, (the Replacement Recipient), of *3195 Main Street, P.O. Box 427, Barnstable, MA 02630*, with a Tax ID of *04-6001419* and a DUNS of *076612407*.

RECITALS

1. HUD and the Recipient entered into a Grant Agreement dated *July 6, 2018*, having Grant No. *MA0558L1T031701* (the Grant Agreement).
2. The Recipient no longer will continue to be the Recipient of the Grant Agreement because *Barnstable County will serve as the HMIS lead for the CoC*.
3. The Replacement Recipient has submitted evidence acceptable to HUD that the Replacement Recipient is eligible to be a recipient of a Continuum of Care program grant and meets the capacity criteria in the (insert the one of these that is applicable: Notice Of Funding Availability under which the grant was awarded, or the most recent Notice of Funding Availability).
4. The Replacement Recipient has submitted to HUD all required Application documents and certifications; and all required Technical Submission documents, including certifications, assurances, information and documentation required to meet any conditions, which HUD has approved.
5. HUD has determined the Replacement Recipient should assume the obligations of Recipient for the remainder of the term of the Grant Agreement.
6. The parties are desirous of amending the Grant Agreement to change the recipient.

AGREEMENTS

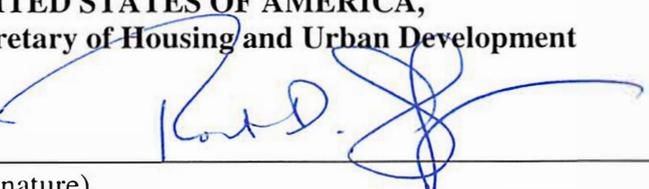
The Grant Agreement is hereby amended as follows:

1. The Recipient is hereby removed as recipient and replaced with the Replacement Recipient.
2. The definition of the term "Application" is amended to include all certifications and documents submitted by the Replacement Recipient to HUD, on the basis of which HUD approved replacing the Recipient with the Replacement Recipient.
3. Notices to the Replacement Recipient shall be directed to (insert name, address and email address of the Replacement Recipient official contact person).

This Amendment to Grant Agreement constitutes the entire agreement of the parties as to amendment of the Grant Agreement and will become effective only upon the execution hereof by all parties. The remaining terms of the Grant Agreement remain in full force and effect.

The parties, on the dates set forth below their respective signatures, hereby execute this Amendment to Grant Agreement, as follows:

**UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development**

By: 

(Signature)

Robert Shumeyko, Director

(Typed Name and Title)

11/30/18

(Date)

RECIPIENT

Housing Assistance Corporation

(Name of Organization)

By: 

(Signature of Authorized Official)

Alisa Magnotta Galazzi, CEO

(Typed Name and Title of Authorized Official)

(Date)

REPLACEMENT RECIPIENT

Barnstable County
(Name of Organization)

By:

Ronald Bergstrom, Mary Pat Flynn and Ron Beaty, County
Commissioners (Typed Name and Title of Authorized Official)

(Date)

AGENDA ITEM 10e

Authorizing the addition to the Current List of Approved Tradesperson, utilized by the County and Barnstable County Towns of: Adams Communications; Glynne Electric; Mechanical Air Controls; R. Mullen & Associates; Thomas Mahoney Plumbing Co., LLC; Wayne Electric and Alarm

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

March 5, 2018

MEMORANDUM

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

Changes to MA General Law through the Municipal Modernization Act allow for an awarding authority to procure a list of vendors for defined categories of trades work for individual construction projects that are estimated to cost between \$10,000 and \$50,000. Once a list of vendors has been approved, municipalities may use the list to solicit three quotes for each project engagement and award a contract to the responsive, responsible bidder offering the lowest price. Last year, the Purchasing Division developed a list of approximately sixty vendors which was utilized by the county and many of the towns. The Purchasing Division recently re-issued a Request for Qualifications for additional bidders to be added to the list.

Please approve the following list of vendors who have responded with all the necessary information and whose references have been satisfactory, to be added to the current list of approved tradespersons.

Vendor	Category
Adams Communications	Telecomm Telephone
Glynne Electric	Alarms, Fire & Security Electrical Telephone Telecomm
Mechanical Air Controls	HVAC
Thomas Mahoney Plumbing Co., LLC	HVAC Plumbing
R. Mullen & Associates	Asphalt/Paving Gen/Turbine HVAC Painting
Wayne Electric and Alarm	Electrical Telephone Telecomm

Thank you.

County Commissioners:

Ronald R. Beaty, Jr.

Mary Pat Flynn

Ronald Bergstrom

Date

TRADESPERSONS RENEWAL LIST	
Adams Communications	Telecommunications
Adams Communications	Telephone/Intercom
Alarm New England	Alarms, Fire
Alarm New England	Alarms, Security
American Service Company	Alarms, Fire
American Service Company	Alarms, Security
Arden Engineering Constructors	Boiler
Arden Engineering Constructors	HVAC
Arden Engineering Constructors	Plumbing
B&B Electric	Electrical
Barbato Construction Co., Inc	General Contractor
Barbato Construction Co., Inc	Plumbing
Beacon Marine Construction LLC	General Contractor
Bello Painting Co., Inc	Painting
Benn Construction	General Contractor
Bortolotti Construction, Inc	General Contractor
Bortolotti Construction, Inc	Septic
C White Marine, Inc	General Contractor
Cape Cod Alarm	Alarms, Security
Cape Cod Alarm, Inc	Alarms, Fire
Capewide Telephone	Telephone/Intercom
Certi-Pro Painters of Cape Cod	Painting
DC Construction Services	Painting
Drizos Contracting, LLC	Painting
Farrell Electric	Electrical
Farrell Electric	Tree Services
FM Generators	Generator/Turbine
Folan Waterproofing & Construction	Masonry
Galaxy Integrated Technologies	Alarms, Fire
Galaxy Integrated Technologies	Alarms, Security
Galaxy Integrated Technologies	Electrical
Galaxy Integrated Technologies	General Contractors
Galaxy Integrated Technologies	Telephone/Intercom
Gentleman Painting	Painting
Glynn Electric	Alarms, Fire
Glynn Electric	Alarms, Security
Glynn Electric	Electrical
Glynn Electric	Telecommunications
Glynn Electric	Telephone/Intercoms
Kinsman Electrical	Alarms, Fire
Kinsman Electrical	Electrical
KOBO Utility Construction	Electrical
KOBO Utility Construction	Generator/Turbine
Lawrence Lynch Corp	Asphalt & Paving
Lawrence Lynch Corp	General Contractor
Lemieux Plumbing	Boiler
Lemieux Plumbing	Plumbing
Lucido Masonry	Masonry

TRADESPERSONS RENEWAL LIST	
MCE Dirtworks	Asphalt & Paving
MCE Dirtworks	General Contractor
MCE Dirtworks	Septic
Mechanical Air Controls	HVAC
Mill City Construction	Asphalt & Paving
Mill City Construction	Boiler
Mill City Construction	General Contractor
Mill City Construction	HVAC
Mill City Construction	Masonry
Mill City Construction	Painting
Mill City Construction	Plumbing
Mill City Construction	Tree Services
Mom's Construction LLC	Asphalt & Paving
Morin & Pepin Inc.	General Contractor
Northeastern Tree Services	Tree Services
Ockers Co.	Electrical
Ockers, Co	Alarms, Security
PMG Mechanical Services	Boiler
PMG Mechanical Services	Plumbing
PMG Mechanical Systems LLC	HVAC
R Mullen & Associates	General Contractor
R Mullen & Associates	Painting
R Mullen & Associates	Masonry
R. Mullen & Associates	Asphalt & Paving
RJ Forbes	Painting
RJ Gabriel	Septic
Robert Irvine & Sons	Plumbing
Roderick Construction	General Contractor
Rusty's Inc	Boiler
Rusty's Inc	HVAC
Rusty's Inc	Plumbing
Signet Electronic Systems	Alarms, Fire
Signet Electronic Systems	Alarms, Security
Signet Electronic Systems	Telephone/Intercom
Southshore Generator Service	General Contractor
Southshore Generator Service	Generator/Turbine
Speakman Excavating	Septic
Stewart Painting	Painting
The Davey Tree Expert Co	Tree Services
Thomas Mahoney Plumbing LLC	HVAC
Thomas Mahoney Plumbing, LLC	Plumbing
Wayne Electric & Alarms	Alarms, Fire
Wayne Electric & Alarms	Alarms, Security
Wayne Electric & Alarms	Electrical
Wayne Electric & Alarms	Telecommunications
Wayne Electric & Alarms	Telephone/Intercom
Young Electrical Services	Electrical

AGENDA ITEM 10f

Authorizing the renewal of contracts for roadway construction items for Barnstable County Towns, for a period of April 1, 2019 through March 31, 2020 with: All States Asphalt, Inc.; Felix A. Marino, Inc.; Garrity Asphalt Reclaiming, Inc.; Lawrence-Lynch, Inc.; MCE Dirtworks, Inc.; Murray Paving and Reclamation; Pavement Maintenance Systems, Inc.; P.J Keating Company; Rafferty Fine Grading; Robert Childs, Inc.; and Sealcoating, Inc.

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

December 20, 2018

MEMORANDUM

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

Barnstable County issued Invitation for Bids for a Roadway Construction Items for towns in Barnstable County for the period of April 1, 2018 through March 31, 2019, with the option to renew for one additional year. The bid was awarded at your meeting on February 28, 2018 to the following vendors as the responsive, responsible bidders offering the lowest prices for each town:

P.J Keating Company
MCE Dirtworks, Inc.
Lawrence-Lynch, Inc.
Robert Childs, Inc.
Murray Paving and Reclamation
Rafferty Fine Grading
Garrity Asphalt Reclaiming, Inc.
Sealcoating, Inc.
All States Asphalt, Inc.
Pavement Maintenance Systems, Inc.
Felix A. Marino, Inc.

At the request of the towns participating in the bid, please vote to renew the contracts with these vendors for one additional year as per the terms of the original bid. The term of the renewal is April 1, 2019 through March 31, 2020.

Thank you.

County Commissioners:

Ronald R. Beaty, Jr.

Mary Pat Flynn

Ronald Bergstrom

Date

SPECIAL PROVISIONS

SCOPE OF WORK

The Work under this Contract consists of providing various materials as described herein to the Towns of Barnstable, Bourne, Brewster, Chatham, Dennis, Eastham, Falmouth, Harwich, Orleans, Sandwich, Wellfleet, and Yarmouth through an Agreement with the County of Barnstable.

All Work done under this Contract shall be in conformance with the 1988 Massachusetts Highway Department (MDOT) Standard Specifications for Highways and Bridges, the Supplemental Specifications, the 2005 Standard Special Provisions, the 2010 Construction Standard Details, and the 2009 Manual on Uniform Traffic Control Devices, all as amended, and these Special Provisions. The General Conditions and Special Provisions shall take precedence over the General Requirements of the Standard Specifications.

As noted on the Bid Form liquid asphalt, diesel fuel, gasoline, Portland cement, and steel price adjustments will be allowed for a limited number of items.

FOR ESTIMATED QUANTITIES SEE APPENDIX A

WORK SCHEDULE

The Contractor shall commence Work within **ten (10)** working days of receiving a Notice to Proceed from a Town. If the Contractor cannot begin work within the **ten (10)** working days, that Town may order such services from such contractors as are available, and the Contractor shall reimburse that Town for all expenses incurred above the Contract Price. When needing work completed for those items that will be awarded to the two (2) lowest bidders, each Town shall first forward by e-mail or fax a Notice to Proceed to the lower of the two lowest bidders. If the lowest bidder does not schedule the work requested within **forty-eight (48) hours** of receiving the Notice to Proceed and/or cannot begin (and remain at) work within **ten (10) working days**, then the Town shall have the right to forward a Notice to Proceed to the second low bidder.

Work is restricted to a normal eight-hour day, five-day week, with Contractor and all subcontractors working on the same shift.

No Work shall be done on this Contract on Saturdays, Sundays or holidays or on the day before or the day after a long weekend which involves a holiday without prior approval by the specific Town.

OSHA REQUIREMENT

Any employee found on the worksite without documentation of the successful completion of a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration shall be subject to immediate removal. OSHA certifications must be submitted with the certified payrolls for all workers during the first week they work on a project.

PROGRESS OF WORK

The Contractor shall promptly start and continue actual construction work under this Contract with the necessary equipment to properly execute and complete this Contract in the specified time. No cessation of

SP-1

Contractor's operations will be allowed without the approval of the Engineer. The rate of progress shall be satisfactory to that Town and the Engineer. The Contractor shall furnish to the Engineer a schedule for the Work prior to the start of construction.

CONTRACT DOCUMENTS IN THE FIELD

The Contractor shall keep a copy of the Contract Documents at the work site at all times while work is being performed and said copy is to be available to those in charge of work.

POLICE SERVICES

Each Town shall provide all Town police services at no cost to the Contractor to direct traffic when such protection is required by that Town's Police Department. The Contractor shall be solely responsible for contacting and scheduling police services with the Police Department. If the Contractor must cancel police services, he must do so within the time limits set by the Police Department. **If the Contractor does not cancel police services within the time limits, then Contractor shall be responsible to promptly pay the minimum required amount.**

PUBLIC SAFETY AND CONVENIENCE

The Contractor shall be required without additional compensation to provide safe and convenient access to all abutters during the prosecution of the Work.

No excavation shall be left open during non-working hours.

MSDS sheets and information shall be available on site and copies submitted to a Town as requested.

NECESSARY ACCESS FOR FIRE APPARATUS AND OTHER EMERGENCY VEHICLES SHALL BE MAINTAINED AT ALL TIMES. THE CONTRACTOR SHALL COORDINATE WITH THE POLICE AND FIRE DEPARTMENTS AT ALL TIMES REGARDING ACCESS.

For the protection of life and property, all backfill operations shall follow closely behind completed work. The Contractor shall insure that no excavation be left open, unguarded, or

water filled during any period of time when work is not actually in progress. It is the purpose and intent that all excavations and backfill, including consolidation operations, and temporary surfacing within an area be accomplished expeditiously before proceeding to other work areas.

Contractor shall comply with all applicable Laws, regulations and Guidelines of any public body (example: OSHA, DIGSAFE, MDOT Work Zone Safety Guidelines, Police) having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary signs/ safeguards for such safety and protection at no extra cost to the Owner. See General Conditions also.

CLEANUP

Cleanup shall be done on a daily basis. At the end of each working period, the Contractor shall completely backfill all holes and trenches, and remove all equipment from the traveled way. The Contractor shall ensure that all safety marking and warning devices are satisfactorily in place prior to leaving any job.

During the course of the Work, the Contractor shall keep the site of his operations in as clean and neat condition as is possible. He shall dispose of all residue resulting from the construction work and, at the

SP-2

conclusion of the work, he shall remove and haul away any surplus excavation, broken pavement, lumber, equipment, temporary structures, and any other refuse remaining from the construction operations, and shall leave the entire site of the work in a neat and orderly condition.

Sweeping and cleaning of surfaces beyond the limits of the Project to clean up material caused by spillage or vehicular tracking during the various phases of the work shall be considered as incidental to the Work being performed under the Contract and there will be no additional compensation.

EMERGENCY CONTACTS

The Contractor shall maintain a 24-hour, 7-day a week telephone service and a local facility to handle emergency requirements such as settled trenches, clogged drains, rain damage, work zone safety issues, etc. A list of personnel (minimum of two) and their telephone numbers shall be submitted to the Engineer, the Highway Superintendent (or his designee), the Public Works Director and to the local Police and Fire Departments. This requirement shall apply during the entire length of the Project or Service for each Town where work is being completed. This list shall be submitted on the Contractor's letterhead and shall state that should an emergency arise during the implementation of this Project or Service, these people are to be contacted. The Contractor shall submit this letter to the Engineer prior to initiating construction. The Highway Superintendent for each Town or his designee has the right to determine whether or not an emergency exists and to require Contractor to promptly resolve the emergency at no cost to that Town. If Contractor can not respond in a timely manner as

determined by the Highway Superintendent, the Town has the right to complete the necessary work and to bill Contractor for that work.

DIGSAFE

The Contractor shall notify "Mass. DIG SAFE" and the Local Water Department or District and procure a DIG SAFE number of each location prior to disturbing ground in any way.

"DIG-SAFE" Call Center: Telephone 1-888-344-7233

Commonwealth Electric has a policy regarding the location of electric utilities. Dig-Safe can no longer be relied upon to locate electric utilities that are "privately" owned. This can include electric cables located in Public ways that run from utility poles to buildings. It is therefore incumbent upon Contractor to ascertain if any electric cables are located in any area prior to excavation. This will be done at Contractor's expense.

The Contractor shall make his own investigation to assure that no damage to existing structures, drainage lines, traffic signal conduits, and other utilities will occur as a result of his operations

PROTECTION OF UTILITIES AND PROPERTY

The Contractor, in constructing or installing facilities alongside or near sanitary sewers, storm drains, water or gas pipes, electric or telephone conduits, poles, sidewalks, walls, vaults or other structures shall, at his expense, sustain them securely in place, cooperating with the officers and agents of the various utility companies and municipal departments which control them, so that the services of these structures shall be maintained. The Contractor shall also be responsible for the repair or replacement, at his own expense, of any damage to such structures caused by his acts or neglect, and shall leave them in the same condition as they existed prior to commencement of the Work. In case of damage to utilities, the Contractor shall promptly notify the utility owner and shall, if requested by the Engineer, furnish labor and equipment to work temporarily under the owner's direction in providing access to the utility. Pipes or other structures damaged by the operation of the Contractor may be repaired by the municipality or by utility owner which suffers the

SP-3

loss. The cost of such repairs shall be borne by the Contractor, without compensation therefor.

If, as the Work progresses, it is found that any of the utility structures are so placed as to render it impracticable, in the judgment of the Engineer, to do the Work called for under this Contract, the Contractor shall protect and maintain the services in such utilities and structures and the Engineer will, as soon thereafter as reasonable, cause the position of the utilities to be changed or take such other actions deemed suitable and proper.

If live service connections are to be interrupted by excavations of any kind, the Contractor shall not break the service until new services are provided. Abandoned services shall be plugged off or otherwise made secure.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals for doing all the work involved in protecting or repairing property as specified in this section, shall be considered included in the prices paid for the various Contract items of Work and no additional compensation will be allowed therefor.

PROVISIONS FOR TRAVEL AND PROSECUTION OF THE WORK

For the items that require traffic control, the Contractor shall supply and use traffic control devices, positioning and methodology, conforming with the Manual on Uniform Traffic Control Devices (MUTCD) and MDOT Work Zone Safety Guidelines at no additional cost to any Town. Traffic control devices required only during working hour operations shall be removed at the end of each working day. Signs having messages that are irrelevant to normal traffic conditions shall be removed or properly covered at the end of each work period. Signs shall be kept clean at all times and legends shall be distinctive and unmarred.

Particular care should be taken to establish and maintain methods and procedures which will not create unnecessary or unusual hazards to public safety.

WORK DONE BY OTHERS

Relocation and/or resetting to new grades of all private utilities, including utility poles, made necessary by the construction of this Project, will be accomplished by the respective utility companies.

DISPOSAL OF SURPLUS MATERIALS

All materials not required or needed for use on the Project, and not required to be removed and stacked, shall become the property of the CONTRACTOR and shall be removed from the site and legally disposed of. No separate payment will be made for this Work, but all costs in connection therewith shall be included in the prices bid for various Contract items.

COMPACTION

Compaction of filled areas under pavement (no matter what type of fill material) shall be completed in 6" lifts. Compaction of filled areas elsewhere (no matter what type of fill material) shall be completed in 12" lifts. Appropriate compaction equipment shall be used.

PROPERTY BOUNDS

Any bounds or markers flagged by a Town and disturbed by the Contractor shall be replaced utilizing the services of a Registered Land Surveyor. The cost of replacing flagged bounds or markers disturbed by the Contractor's operations shall be at the Contractor's expense.

SP-4

WEIGHING

All materials requiring payment by weight shall be weighed at a certified scale prior to delivery and the weigh slips shall be delivered to and signed by a Town representative. Each Town may

provide use of its scale and require gross weights and vehicle tare weights verified at time of delivery.

NOTE: For all paving, no separate payments will be made to mobilize to different locations.

Item No. 1 : HOT MIX ASPHALT PAVEMENT, MACHINE PLACED

The Work shall include the furnishing and placement of top course, binder course, and/or levelling course for new pavements and existing pavement overlays by self-powered mechanical pavers. Any Town may specify any job - mix formula from Section M3.11.00 of the Standard Specifications.

A tack coat of liquid bituminous material (RS-1 or equal) shall be furnished and applied to existing pavements at the rate of 0.10 gallon per square yard immediately prior to placement of pavement overlay and the cost shall be included in the unit price bid. The tack coat shall be machine applied and sprayed uniformly. Hand application will not be allowed.

When bituminous concrete berm (Cape Cod berm) is required, the Work shall also include the berm construction and the cost shall be included in the unit price bid.

If requested by the Town, Contractor shall provide and install Mass Highway approved temporary pavement markings at no additional cost to the Town.

The measured quantity will be paid for at the Contract unit price per ton, which price shall include all labor, materials, equipment, and incidental costs required to complete the Work. Contractor shall install Owner provided risers on gate valve boxes at no additional cost to the Town. Drainage and sewer casting adjustments are paid for under a separate item.

Item Nos. 2a & 2b: HOT MIX ASPHALT PAVEMENT, HANDWORK

The Work shall include the furnishing and placement of top course and binder course material by mechanical and hand methods for sidewalk resurfacing, berm, driveway, aprons, and other construction. Any Town may specify any job - mix formula from Section M3.11.00 of the Standard Specifications.

A tack coat of liquid bituminous material (RS-1 or equal) shall be applied to existing pavements at the rate of 0.10 gallon per square yard immediately prior to placement of pavement and the cost shall be included in the unit price bid.

The measured quantity will be paid for at the Contract unit price per ton, which price shall include all labor, materials, equipment, and incidental costs required to complete the Work. Contractor shall install Owner provided risers on gate valve boxes at no additional cost to the Town. Drainage and sewer casting adjustments are paid for under a separate item.

Item No. 3: HOT MIX ASPHALT SHIM:

This work consists of the skilled placement of hot mix asphalt in irregularly shaped areas of various thicknesses in order to restore roadway profiles or cross-section. Typical HMA placement will be where the shimming will vary in thickness from 0.0" to 2". The contractor shall be prepared to drag the screed of their

SP-5

paver and rake edges as necessary to place the mix in areas designated by the town. To obtain this rate mix placement at multiple locations may be required.

Mix and mix placement shall be in conformance with Mass DOT *Standard specifications for Highways and Bridges*.

The intent of this item is that it is to be used independent of any other hot-mix machine placed item work for the same location and timeframe. Any shimming done prior to machine work or leveling courses shall be paid for per the unit price for hot mix asphalt.

Responsibilities of the Town:

Pre-sweep

Traffic control

Temporary pavement markings

Project supervision and plan preparation when needed.

Responsibilities of the Contractor:

Mark out areas for leveling based on directions from the town – i.e. the town will give a budget in tons for each road and will point out deficiencies/problem areas such as puddles, roughness, or plow hazards. The marking is subject to approval by the town.

Removal of fines- It shall be noted that there may be residual fines left in depressions by the town's sweeper. The contractor shall come equipped with a portable blower capable of removing fines from the marked areas. This equipment shall also be capable of removing minor puddles and drying pavement if necessary.

Tack – All marked out areas shall be tacked with RS-1 emulsion applied at a uniform rate of 0.05 gallons per square yard with pressurized asphalt distributor

Mix – Mass DOT Dense Top mix.

Mix placement – Mix shall be placed with a paver that has performance specifications similar to a Lee Boy 8500. The paver shall be adjustable from 8 – 15 feet and be able to place mix on patches narrower than 8 feet as marked. The paver shall break in the middle to allow crown to be placed in the road if necessary. The paver shall have a vibratory screed. Spreading by grader or loader is not acceptable. All structures shall sprayed/covered and uncovered after the mix is placed. The contractor shall have adequate and competent staff to rake/lute/shovel as necessary before the mix is compacted. Multiple lifts may be required.

Compaction – Contractor shall compact mix with a vibratory roller with a minimum rating of 8 tons.

Measurement and Payment

Hot mix asphalt shim shall be measured for payment by the ton of mix placed and accepted by the Town and shall be paid at the contract unit price per ton which shall include all labor, materials, equipment and incidental costs required to satisfactorily complete the work. Including cleanup and tack.

Item No. 4: PAVEMENT RECLAMATION (Including FG&C)

The Work under this item shall conform to the provisions of Section 170 & 403 of the Standard Specifications and the following:

Fine grading and compacting (FG&C) of the subgrade shall be included in the work for this item. If requested by a Town, the Contractor shall negotiate a reasonable additional cost for related work (e.g., excavating and hauling away excess materials).

The measured quantity will be paid for at the Contract unit price per square yard, which price shall include all labor, materials, equipment, fine grading, compacting, and incidental costs required to complete the Work.

SP-6

Item No. 5: PAVEMENT RECLAMATION (Including FG&C and Calcium Chloride)

The Work under this item shall conform to the provisions of Section 170 & 403 of the Standard Specifications and the following:

Fine grading and compacting (FG&C) of the subgrade, and adding and mixing liquid calcium chloride to the pulverized mass shall be included in the work for this item. If requested by a Town, the Contractor shall negotiate a reasonable additional cost for related work (e.g., excavating and hauling away excess materials).

The calcium chloride solution shall be provided by the manufacturer as a true solution and shall not be reconstituted from flake calcium chloride. The calcium shall meet the following material specifications (see ASTM Designation D98; AASHTO-M144):

Calcium Chloride	35% +/-1%
Alkali Chloride as NaCl	2% max.
Magnesium as MgCl	0.1%

Typical (Pounds per gallon)

Calcium Chloride	5.05
Sodium Chloride	0.2
Magnesium Chloride	0.004
Calcium Sulfate	0.004
Water	<u>6.002</u>
	11.26

The measured quantity will be paid for at the Contract unit price per square yard, which price shall include all labor, materials, equipment, fine grading, compacting, and incidental costs required to complete the Work.

Item No. 6: BITUMINOUS CONCRETE EXCAVATION BY COLD PLANER

The Work under this item shall conform to the relevant provisions of Section 120 of the Standard Specifications and the following:

The work shall include the cold planing of existing bituminous concrete pavement surface to various depths to shape the pavement cross-section (crown or super elevation), to meet driveways, and/or to produce a uniform surface for the application of the pavement surfacing.

Pavement areas abutting utility structures and other areas which cannot be planed by the principal cold planing machine shall be excavated with smaller mechanical cold planing equipment designed for this purpose or by manual methods at no additional cost to any Town.

The machine shall be capable of being operated at speeds from 10 to 40 feet per minute and designed so that the operator can at all times observe the planing operation without leaving his control area. Pneumatic rubber-tire mounted equipment shall be used only for trimming and edging operations.

The equipment furnished by the Contractor shall be maintained in good repair at all times.

No pavement cuttings shall remain on the project at the end of each work period. The pavement cuttings shall become the property of the Town and the Contractor shall be responsible to remove, haul, and deposit the pavement cuttings at no additional cost to a site as directed by the Town.

SP-7

The measured quantity will be paid for at the Contract unit price per square yard, which price shall include all labor, materials, equipment, removal, hauling, and incidental costs required to complete the Work.

Item No. 7: COLD PLANED (MILLED) PAVING JOINTS

The work shall include the cold planing of existing bituminous concrete pavement surface to create key ways (paving joints) for the purpose of overlaying pavement. All work is to be performed no more than forty eight (48) hours prior to the scheduled start of paving.

The machine shall be capable of milling to a depth of two (2) inches and a minimum width of twenty-four (24) inches. The cutter head must be able to rotate 15 degrees to provide a beveled cut. All key ways shall be one (1) to two (2) inches in depth and twenty-four (24) inches to forty-eight (48) inches in width at the discretion of the Town. The Contractor is responsible milling and clean up of all excavated materials.

The equipment furnished by the Contractor shall be maintained in good repair at all times.

No pavement cuttings shall remain on the project at the end of each work period. The pavement cuttings shall become the property of the Town and the Contractor shall be responsible to remove, haul, and deposit the pavement cuttings at no additional cost to a site as directed by the Town.

The measured quantity will be paid for at the Contract unit price per square yard, which price shall include all labor, materials, equipment, removal, hauling, and incidental costs required to complete the Work.

Item Nos. 8 & 9: MICROSURFACING (ONE AND TWO LIFTS)

The Work under this item shall conform to the relevant provisions of the Standard Specifications and the following:

Description

Microsurfacing is a tough and durable thin overlay material which can restore the original service properties to worn but structurally sound pavements. Its properties are based on a blend of select crushed aggregate and a chemical formulation of asphalt cement, cationic emulsifiers, adhesives, and latex. This specification covers all materials, equipment, construction and application procedures for rutfilling and/or surfacing of existing paved surfaces. The microsurfacing shall be a mixture of cationic latex modified asphalt emulsion, mineral aggregate, mineral and field control additives, and water, properly proportioned, mixed and spread on the paved surface in accordance with this specification and as directed by any Town.

Materials

Emulsified Asphalt: The emulsified asphalt shall be a quick-set latex modified cationic type CSS-1H emulsion and shall conform to the requirements specified in AASHTO M208 and ASTM 2397. It shall pass all applicable storage and settlement tests. The latex shall be milled into the emulsion. The cement mixing test shall be waived for this emulsion.

Special Residue Properties: Distillation of residue will be at a temperature of 350 degrees F for 20 minutes. Softening point of the residue shall be 140 degrees F minimum. Viscosity, absolute at 140 degrees F, shall be 8,000 poise minimum.

Aggregate

General: The mineral aggregate used shall be of the type and grade specified for micro-surfacing. The aggregate shall be manufactured crushed stone such as granite, slag, limestone, chat, or other high-quality aggregate or combination thereof.

Aggregate Physical Requirements: The aggregate including natural fines when tested by AASHTO methods

SP-8

T11 or T27 or ASTM C117 or C136, should met the referenced gradation requirements. To limit the permissible amount of clay like fines in an aggregate, a sand equivalent value of 65 or higher is required when tested by ASTM 2419. The aggregate shall have a weighted loss of not more than 15% when the sodium sulfate test is used or 20% when the magnesium sulfate test is used. The aggregate wear, from resistance to abrasion, shall be a maximum of 35% when using AASHTO T96 or ASTM C131 test methods.

Water

The water shall be potable and shall be free of harmful soluble salts.

Modifier

Special quick-setting emulsifier agents shall be milled into the asphalt emulsion. **The emulsified asphalt shall be so formulated that when the paving mixture is applied at thickness of one inch with the relative humidity at not more than 50% and the ambient air temperature of at least 75 degrees F. the material will cure sufficiently so that rolling traffic can be allowed in one hour with no damage to the surface.**

Additives

A mineral additive shall be introduced to the mineral aggregate and may be any recognized brand of nonairentrained 11 portland cement or hydrated lime that is free of lumps, or other approved mineral additive.

The amount of mineral additive needed shall be determined by the laboratory mix design and will be considered as part of the material gradation requirement. A liquid field control additive is introduced and blended with water to provide effective control of the required quick-set properties. This additive shall be made available by the chemical supplier or emulsion manufacturer and certifiable as being compatible with the mixture.

Engineering

General: Before work commences, the Contractor shall submit a signed mix design covering the specific material to be used on the project. This design shall be performed by a qualified laboratory, suitable to the Town. Once the materials are approved, no substitution will be permitted unless first tested and approved by the laboratory preparing the mix design.

Mix Design: The qualified laboratory shall develop the job mix design and present certified test results for the Contractor's approval. Compatibility of the aggregate and emulsion shall be verified by the mix design. **The job mix formula shall provide a minimum Marshall stability of 1,800 pounds and a flow of 6 to 16 units when tested according to the ASTM 1559 or AASHTO 245 procedure as modified.** All component material used in the mix design shall be representative of the material proposed by the Contractor for use on the project.

Specifications: The Contractor shall guarantee the design mix and all microsurfacing materials and methods prior to use. The component materials shall be within the following limits.

Residual Asphalt	5% to 9% by dry weight of aggregate
Mineral Additive	0.5% to 3% by dry weight of aggregate
Latex Modifier	As required to provide specified properties
Field Control Additive	As required to provide the specified properties
Water	As required to produce Consistency

Aggregate Gradations:

	Type II	Type III
<u>Screen Size</u>	<u>% Passing</u>	<u>% Passing</u>

3/8"	100	100
#4	0-100	70-90
#8	65-90	45-65
#16	40-65	30-50
#30	25-45	19-34
#50	15-30	12-25
#100	10-21	7-18
#200	5-13	4-12

Suggested Application Rate:

Type II - Urban and Residential Streets Airport Runways: 18-22 lbs per sq. yd.

Type III- Primary and Interstate Routes: 25-30 lbs per sq. yd.

Wheel Ruts: Application rates as required.

Equipment

General: All equipment, tools, and machines used in the performance of this work shall be maintained in satisfactory working condition at all times to ensure a high quality product.

Mixing Equipment: The material shall be mixed by a self-propelled microsurfacing mixing machine which shall be a **continuous flow** mixing unit able to accurately deliver and proportion the aggregate, emulsified asphalt, mineral and field control additives, and water to a revolving multi-blade twin shafted mixer and discharge the mixed product on a continuous flow basis. The machine shall have sufficient storage capacity for aggregate, emulsified asphalt, mineral and field control additives, and water to maintain an adequate supply to the proportioning controls. **The machine may be equipped with self-loading devices which provide for the loading of materials while continuing to lay microsurfacing, thereby minimizing construction joints.**

Proportioning Devices: Individual volume or weight controls for proportioning each material to be added to the mix, i.e., aggregate, emulsified asphalt, mineral and field control additives, and water shall be provided and properly marked. These proportioning devices are usually revolution counters or similar devices and are used in material calibration and determining the materials output at any time.

Emulsion Pump: The emulsion pump shall be a heated positive displacement type.

Spreading Equipment: The surfacing mixture shall be spread uniformly by means of a mechanical type spreader box attached to the mixer, equipped with paddles to agitate and spread the materials throughout the box. A front seal shall be provided to insure no loss of the mixture at the road contact point. The rear seal shall act as final strike off and shall be adjustable. The mixture shall be spread to fill cracks and minor surface irregularities and leave a uniform skid resistant application of material on the surface. The spreader box and rear strike off shall be so designed and operated that a uniform consistency is achieved to produce a free flow of material to the rear strike off. The longitudinal joint where two passes join shall be neat appearing, uniform and lapped.

SP-10

All excess material shall be removed from the job site prior to opening the road. The spreader box shall have suitable means provided to side shift the box to compensate for variations in pavement width and longitudinal alignment. A **Rut Box** shall be available to prefill wheel ruts

when necessary prior to overlay to eliminate puddles or runoff interruption. The box shall be readily adjustable from 4' – 6' width with hydraulically adjusted strike off screeds to attain maximum grade and profile.

Auxiliary Equipment: Suitable surface cleaning equipment, traffic control equipment, hand tools and any support equipment shall be provided as necessary to perform the work.

Machine Calibration

Each mixing unit to be used in performance of the work shall be calibrated in the presence of the Town prior to construction, or previous calibration documentation covering the exact materials to be used may be acceptable provided they were made during that calendar year. The documentation shall include the individual calibration of each material at various settings, which can be related to the machine metering devices.

Weather Limitations

The material shall be spread only when the road surface and atmospheric temperatures are at least 45 degrees F and rising and the weather is not rainy and there is no forecast of temperatures below 32 degrees F within 48 hours from the time of placement of the mixture.

Traffic Control

Suitable methods shall be used by the Contractor to protect the microsurface from traffic until the new surface will support traffic without damage. All traffic control methods used shall be in accordance with the specifications and shall be employed in a safe manner.

Surface Preparation

General: The area to be surfaced shall be thoroughly cleaned, by the Contractor, of pavement markings (if needed), vegetation, loose aggregate and soil, particularly soil that is bound to the surface. Manholes, valve boxes and other service entrances shall be protected from the surfacing material.

Cracks in Surface: Cracks in the surface shall be filled prior to microsurfacing. Crackfilling shall be paid for separately.

Tack Coat: The Contractor shall apply a tack coat consisting of one part emulsified asphalt and three parts water with a distributor at .10-.15 gallons per square yard. This emulsified asphalt should be the CSS1H emulsion grade.

Stockpile

Precautions shall be taken to ensure that stockpiles do not become contaminated. The mineral aggregate shall be screened prior to being weighed for job site delivery. This weight shall be done by means of a certified scale.

Application

General: The surface shall be pre-wetted by fogging ahead of the spreader box when required by local conditions. The rate of application of the fog spray shall be adjusted during the day to suit temperatures, surface texture, humidity, and dryness of the pavement surface.

SP-11

The microsurfacing mixture shall be of the desired consistency upon leaving the mixer and no additional materials should be added. A sufficient amount of material shall be carried in all parts of the spreader at all times so that a complete coverage is obtained. Overloading of the spreader shall be avoided. No lumping, balling, or unmixed aggregate shall be permitted.

No streaks, such as those caused by oversized aggregate, will be left in the finished surface. If excessive oversize develops, the job will be stopped until the Contractor proves to the Town that the situation has been corrected.

Joints: No excessive buildup, uncovered areas or unsightly appearances shall be permitted on longitudinal or transverse joints. The Contractor shall provide suitable width spreading equipment to produce a minimum number of longitudinal joints throughout the project. When possible, longitudinal joints shall be placed on lane lines. Half passes and odd width passes will be used only in minimum amounts. If half passes are used, they shall not be the last pass of any paved areas.

Mix Stability: The microsurfacing mixture shall possess sufficient stability so that premature breaking of the material in the spreader box does not occur. The mixture shall be homogeneous during and following mixing and spreading. It shall be free of excess water or emulsion and free of segregation of the emulsion and aggregate fines from the coarser aggregate.

Hand Work: Areas which cannot be reached with the mixing machine shall be surfaced using hand squeegees to provide complete and uniform coverage. The area to be handworked shall be lightly dampened prior to mix placement. Care shall be exercised to leave no unsightly appearance from handwork. The same type finish as applied by the spreader box shall be required. Handwork shall be completed at the time of the machine applying process.

Lines: Care shall be taken to insure straight lines along curbs and shoulders. No runoff on these areas will be permitted. Lines at intersections will be kept straight to provide a good appearance.

Rolling: If required, specified areas shall be rolled by a self-propelled 10 ton pneumatic roller with a tire pressure of 50 PSI and equipped with a water spray system.

Quality Control

Materials: The Contractor will permit each Town to take samples of the aggregate and asphalt emulsion to be used in the project at the Town's discretion. Gradation and sand equivalent tests may be run on the aggregate and residual asphalt content test on the emulsion. Test results will be compared to specifications. Tests will be run by a qualified laboratory at the expense of the Contractor. The Town shall notify the Contractor immediately if any test fails to meet the specifications.

Micro-Surfacing Mixture: Samples of the mixture should be taken daily and may be taken directly from the mixing unit(s). Consistency and residual asphalt content tests may be made on the samples and compared to the specifications. Tests will be run by a qualified laboratory at the expense of the Contractor. The Town must notify the Contractor immediately if any test fails to meet specifications. Any Town may use the recorder and measuring facilities of the unit to determine application rates, asphalt emulsion content mineral and field control additives, and water.

Non-Compliance: If any two successive tests fail on the stockpile material, the job shall be stopped. It is the responsibility of the Contractor, at his own expense, to prove to the Town that the conditions have been

SP-12

corrected. If any two successive tests on the mix from the same machine fail, the use of the machine shall be suspended. It will be the responsibility of the Contractor, at his own expense, to prove to the Town that the problems have been corrected and that the machine is working properly.

Performance

It is the intention of every Town not to award a contract for microsurfacing work under this or any other proposal if the bidder cannot furnish satisfactory evidence that he has the ability and experience to perform this class of work and that he has sufficient capital and equipment to enable him to prosecute the work successfully and to complete it within the time named in the Contract; and that every Town reserves the right to reject this or any other proposal or to award the Contract as is deemed to be to the best interest of said Town.

Performance Warranty

The Contractor shall furnish the following warranty after completion of the work and prior to final payment:

The Contractor hereby warrants that all workmanship and all materials furnished under the Contract comply fully with requirements of these microsurfacing specifications.

If at any time within two years after the date of the final inspection, any unfaithful or defective work should appear, which in the opinion of a Town is due to inferior materials or workmanship, the Contractor warrants to do whatever is necessary to remedy the defects immediately without cost to the Town. The Town shall notify the Contractor in writing of the defects and the repairs to be made, and the Contractor will begin repairs within a mutually agreed time frame.

Measurement and Payment

The quantity, for one or two lifts of microsurfacing, to be measured for payment will be the number of square yards of microsurfacing actually completed. The accepted quantity of microsurfacing will be paid for at the Contract unit price per square yard, which shall be full

compensation for furnishing, transporting, handling and placing the material specified and furnishing of all labor, tools, equipment, pavement surface cleaning, and incidentals for the satisfactory completion of the work.

Item Nos. 10 & 11: ASPHALT-RUBBER SURFACE TREATMENT

The Work under this item shall include the furnishing, application, and compaction of hot asphalt and granulated rubber, and a crushed stone cover, and the sweeping of the roads before and after application.

Materials

Asphalt Cement – Asphalt cement for the asphalt-rubber mixture shall be PG 58-28 OR PG 64-28 where needed to meet the requirements of ASTM D 6114 (type II), complying with the requirements of the Standard Specifications. The grade selected shall be based on laboratory testing by the asphalt-rubber supplier.

Anti-stripping Agent – An anti-stripping agent that is heat stable shall be incorporated into the asphalt-rubber material at the dosage required by the job-mix formula (up to 1.0% by weight of asphalt). It shall be added to the asphalt cement prior to blending with the granulated rubber.

SP-13

Rubber – The granulated rubber shall be vulcanized rubber product from the ambient temperature processing of scrap, pneumatic tires. The granulated rubber shall meet the following gradations: No substitutions will be accepted.

<u>Sieve Size</u>	<u>Percentage Passing</u>
No.10	100
No.16	90 - 100
No.30	25 - 75
No.80	0 - 20

The use of rubber of multiple types from multiple sources is acceptable provided that the overall blend of rubber meets the gradation requirements. The length of the individual rubber particles shall not exceed 1/8". The rubber shall be accepted by certification from the rubber supplier.

Aggregate – The aggregate shall conform to the requirements of the Standard Specifications. The Flakiness Index shall be less than 30% (NFP 18-561 Test). Crushed gravel stone shall not be permitted. Percentage of wear as determined by the Los Angeles Abrasion Test (AASHTO-T96) shall be a maximum of 30. The aggregate shall be pre-heated to a temperature between 200°F and 300°F, and be pre-coated with 0.4% to 0.8% (by weight of aggregate) of AC-10 or AC-20 asphalt cement prior to application. The gradation of the aggregate shall meet the following limits:

<u>Sieve Size</u>	<u>Percentage Passing Nominal Size 3/8"</u>	<u>Percentage Passing Nominal Size 1/2"</u>
5/8"	100%	100%
1/2"	100%	85 - 100%
3/8"	85 - 100%	15 - 45%

No. 4	0 - 25%	0 - 15%
No. 8	0 - 5%	0 - 5%
No. 50	0 - 2%	0 - 2%
No.200	0 - 2%	0 - 2%

Materials Testing - A minimum of 60 days prior to construction, the Contractor shall send a representative sample of the asphalt cement and the aggregate proposed for use to the asphalt-rubber supplier for testing. Testing for stripping and asphalt content to determine and assure that appropriate characteristics are achieved when blended with the granulated rubber shall be performed.

Asphalt-rubber Mixing and Reaction

Mixing and Reaction - The percent of rubber shall be 20 +/- 3% for Item No.7 and 10±% for Item No.8, as indicated by the mixture design for specific project requirements by weight of total mixture, that is, by total weight of asphalt cement, plus granulated rubber. The exact granulated rubber content shall be determined by the mix design submitted by the asphalt-rubber supplier based on laboratory testing.

The temperature of the asphalt shall be between 350°F and 425°F, at the time of addition of the granulated reclaimed rubber. The asphalt and rubber shall be combined and mixed together in a blender unit and reacted in the distributor for a period of time as required by the mix design. The temperature of the asphalt-rubber mixture shall be above 325°F, during the reaction period.

SP-14

Delays - When a job delay occurs after full reaction, the asphalt-rubber may be allowed to cool. The asphalt-rubber shall be reheated slowly just prior to application, but not to a temperature exceeding 375°F. An additional quantity of granulated rubber or additive not exceeding 3% by volume of the hot asphalt-rubber mixture may be added after reheating.

Viscosity - Viscosities shall be run, by the asphalt-rubber supplier, on each blended load of asphalt-rubber using a Haake-type field viscometer. The viscosity of the final product shall be in the range of 1,000 to 3,500 centipoise.

Equipment

Mechanical Blender – A mechanical blender shall be utilized for proper proportioning and thorough mixing of the PG asphalt binder and ground rubber. This unit shall have a Coriolis type mass flow meter capable of measuring and recording the total quantity of asphalt binder in tons. The quantity of ground rubber shall be determined by weight utilizing either a hopper equipped with load cells or a feeder equipped with a belt scale. The total weight in tons and percentage of ground rubber based on total asphalt rubber binder shall be recorded. All data shall be reported to the awarding authority.

A dedicated asphalt rubber reaction/storage tank equipped with a heating system to maintain the proper temperature of the binder and an internal mixing unit capable of maintaining a homogeneous mixture of asphalt and ground rubber.

Testing and Certification:

The materials shall be sampled once per lot at the point of manufacture, tested and certified by an AASHTO re:source (formally AMRL) accredited laboratory approved for asphalt rubber binder testing. The laboratory shall certify that the material meets the requirements of ASTM D 6114 type II specifications. A lot shall be defined as each batch produced, but not to exceed the volume of the manufacturer's dedicated asphalt rubber reaction/storage tank. In addition to the ASTM D 6114 Type II specification, to ensure adequate blending residence time and superior binder quality, every lot shall be tested under:

Test (on the produced asphalt rubber binder)	Result
AASHTO T315 Original Binder 2mm DSR @ 82:	$G^*/\sin(d) > 1.00$ kPA

Prior to starting the project, the contractor shall submit a Quality Control Plan from the Asphalt Rubber supplier meeting the requirements of AASHTO R-26 format. The contractor shall submit a weekly manufacturer's report for each lot of asphalt rubber produced that includes the following as a minimum:

- Total quantity of asphalt binder in tons
- Tons and percentage of ground rubber based on total asphalt rubber binder
- ASTM D 6114 certified test results
- AASHTO T315 Original Binder 2mm DSR @ 82

Distributor Truck - On projects exceeding 35 tons of liquid asphalt rubber, at least two pressure-type bituminous distributor trucks in good condition shall be required. The distributor shall be equipped with an internal heating device capable of heating the material evenly up to 425° F; an internal mixing unit capable of maintaining a proper mixture of asphalt cement and granulated rubber; have adequate pump capacity to maintain a high rate of circulation in the tank and to spray the asphalt-rubber at a viscosity of 1,000 to 3,500 centipoise; have adequate pressure devices and suitable manifolds to provide constant positive cut-off to prevent dripping from the nozzles. Distributor shall be equipped with an electronically controlled computerized compensation unit for controlling application rates at various width and speed changes. The application unit shall have electronic controls and a digital read out installed and operated from the inside of

SP-15

the cab of the distributor. The distribution bar on the distributor shall be fully circulating. Any distributor that produces a streaked or irregular distribution of the material shall be promptly repaired or removed from the project.

Distributor equipment shall include a tachometer, pressure gauges, volume measuring devices, and a thermometer for reading temperature of tank contents. Controls for spray bar shall be located in cab of truck, for controlling width and rate of spray of product. It shall be so

constructed that uniform applications may be made at the specified rate per square yard with a tolerance of plus or minus 0.05 gal. / sq. yd.

A “bootman” shall accompany the distributor and ride in a position so that all spray bar nozzles are in his full view and readily accessible for unplugging.

Hauling Equipment - Trucks for hauling cover material shall be rear discharge conveyor-fed or “live bottom” trucks and shall be equipped with a device to lock onto the hitch at the rear of the chip spreader to prevent aggregate spillage. Sufficient hauling vehicles shall be available to ensure continuous operation of the distributor and chip spreader.

Aggregate Spreader - The aggregate spreader shall be hydrostatically driven and self propelled. It must be equipped with a hydraulically controlled variable adjustable head that is capable of spreading stone in widths from 4.5 to 18 feet. The spreader shall be mounted on pneumatic tires, and shall apply the stone on the road surface in a manner that ensures that the tires do not contact the road surface until after the stone has been applied. The unit shall be equipped with an electronic radar type sensor used to measure ground speed and will automatically adjust the stone application rate depending on width of application and the speed of chip spreader. It shall have the ability to apply stone on any grade from 0 - 6%. The spreader shall be equipped with an integral hopper with a minimum capacity of 5 tons of stone which shall be filled by trucks in a manner which ensures that the truck tires never come in contact with asphalt treated road surfaces until the stone has been properly applied. To maintain constant stone application, a self-locking truck hitch will permit towing of aggregate trucks without stopping the chip spreader. It shall be capable of maintaining positive engagement over irregular terrain.

Pneumatic-Tired Roller - One (1) self-propelled, multiple wheel, pneumatic-tired rollers shall be used and shall weigh between 7 and 12 tons, each roller shall have a total compacting width of at least 56 inches, have a minimum tire pressure of 60 psi, and be equipped with a watering system.

Steel-Wheel Roller - One (1) self-propelled, 2-axle (tandem) steel-wheel roller shall be used and shall weigh between 8 and 12 tons, and be equipped with scrapers, wetting pads and watering system. Combination pneumatic and steel drum-type rollers are acceptable, as one unit only.

Construction Procedures

Preparation - Potholes, other areas of pavement failure, and major depressions in the existing pavement surface, shall be repaired by each Town. The Town shall be responsible for removal of all thermoplastic traffic markings

The Contractor shall, immediately prior to application of the asphalt-rubber, thoroughly sweep the surface. The Contractor shall be responsible for covering all utility irons just prior to application and uncovering after aggregate is spread.

Seasonal and Weather Limitations - The asphalt-rubber shall not be applied when weather conditions are unfavorable to obtaining a uniform spread. Construction shall proceed only when the atmospheric temperature is at least 50°F and rising. No water shall be present on the road surface.

Application - The asphalt-rubber mixture shall be applied at a temperature of 338°F to 419°F, at a rate of 0.55 to 0.65 gallons per square yard for Item No.7 or 0.35 to 0.50 gallons per square yard for Item No.8. Exact rate to be determined by the aggregate gradation, traffic volume and pavement condition.

Longitude joints shall be reasonably true to line and parallel to centerline. Where any construction joint occurs, the edges shall be broomed back and blended so there are no gaps and the elevations are the same, and free from ridges and depressions. Longitudinal joints shall be overlapped from 4 to 6 inches.

During application, adequate provision shall be made to prevent marring and discoloration of adjacent pavements, structures, vehicles, foliage or personal property.

Aggregate Application - The application of aggregate shall follow as close as possible behind the application of the hot asphalt-rubber which shall not be spread further in advance of the aggregate spread that can be immediately covered. Construction equipment or other vehicles shall not drive on the uncovered asphalt-rubber. The hot-precoated aggregate shall be spread uniformly by a self-propelled spreader at a rate of spread generally between 30 to 40 pounds per square yard for Item No.7 or 20 to 30 pounds per square yard for Item No.8.. Any deficient areas shall be covered with additional material.

Rolling - A minimum of three (3) rollers shall be used for aggregate compaction into the hot asphalt-rubber.

Two rollers must be pneumatic-tired and one must be steel-wheel. Rolling shall commence immediately following spread of aggregate. There shall be at least three (3) coverages by the pneumatic-tired rollers to embed the aggregate firmly into the asphalt-rubber. A coverage shall be as many passes as are necessary to cover the entire width being spread with a pass being one (1) movement of a roller in either direction. Additional coverage of the steel-wheel roller will follow. Water shall be applied to the tires or wheels as required to limit sticking of the asphalt-rubber and aggregate to the rollers.

Sweeping – When the maximum amount of aggregate has been embedded into the asphalt-rubber and the pavement has cooled, all loose material shall be swept or otherwise removed to the satisfaction of the Town. This shall be done at a time and in a manner which will not displace any embedded aggregate or damage the asphalt-rubber. Pre and one post sweeping is the responsibility of the Contractor.

Staging Location

The awarding authority shall provide a staging area for equipment and materials to be used on the project. The Contractor and Director shall mutually review and agree that the location is of adequate size and condition to allow for safe and secure usage for the required operation(s).

Measurement and Payment

Asphalt-Rubber Surface Treatment shall be measured by the square yard and shall be the actual number of square yards applied. Price per square yard shall be full compensation for all labor, materials, equipment, and incidentals required to complete the work (including street sweeping before and after treatment).

Item No. 12: SINGLE STONE SEAL SURFACE TREATMENT

The Work under this item shall include the furnishing, application, and compaction of a latex modified

SP-17

emulsified asphalt binder and a crushed stone cover, furnishing and installing temporary warning signs, and the sweeping of the roads before and after application. The temporary cardboard warning signs shall read “Fresh Oil, Loose Stone” (or similar wording) and shall be placed at locations as directed by the Engineer (as a minimum at all intersections).

Materials

1. Emulsified Asphalt – Emulsified asphalt for Stone Seal Surface Treatment shall be CRS-2 (cationic/3% latex) conforming to ASTM D2397 or RS-2 (21 nionic/3% latex) conforming to ASTM 977-86.
2. Latex Additive – The latex additive to the emulsified asphalt binder shall conform to the following properties. The latex shall be co-milled at the bulk emulsion facility, to ensure complete and balanced blending, and the emulsion manufacturing plant must be open to inspection by the Owner.

<u>Properties</u>	<u>Cationic</u>	<u>Anionic</u>
Monomer Ratio, Butadiene/Styrene	$(76\pm 2)/(24\pm 2)$	
Solids Content, %	$(76\pm 2)/(24\pm 2)$	59
Solids Content, lbs./gal.	67	
	5.2	
	4.8	
Coagulum on 80 mesh screen, max %	0.1	
	0.1	
Mooney Viscosity of Polymer (ML 4 @ 212 deg.F) min.	100	100
Ph of latex	9.5 – 10.5	4.0 –
	5.5	

Surface Tension, dynes/cm	32	32
Brookfield Viscosity, cps	800 – 2,000	5,000
	max.	
(Model RVT, #3 Spindle @ 20 RPM)		
Mechanical Stability	Excellent	Excellent

3. Cover Aggregate – The cover aggregate shall be blue quarry stone with 70% fractured face, and shall be compatible with the emulsified asphalt. The crushed stone shall be thoroughly clean and free from deleterious matter, essentially one size, sharp and conform to the following gradation requirements as determined by California Test Method No. 202.

<u>Sieve Size</u>	<u>Percentage Passing</u>
	Medium 3/8" x No.6
1/2"	100%
3/8"	85-100%
1/4"	10 – 60%
No. 4	0 – 10%
No. 8	0 - 5%
No. 16	0 - 2%

Maximum passing the #200 sieve shall not exceed 1.0%. Stone shall be wet washed for all sized aggregates used in surface treatments.

Screening shall be non-cubical in nature and shall also conform to the following quality requirements:

<u>Test</u>	<u>Method No.</u>	<u>Requirements</u>
Loss in L.A. Rattler Test (After 100 Rev.)	211	10% Maximum <u>SP-18</u>
(After 500 Rev.)	211	40% Maximum
Film Stripping	302	25% Maximum
Cleanliness Value	227	75% Minimum

The successful bidder shall submit a 10-pound sample of material proposed to be supplied. Samples which, in the opinion of the Town, would result in excessive stripping shall be rejected.

The quantity of asphalt material to be used shall be in the range of 0.35 to 0.50 gallons per square yard. Cover aggregate shall be spread in the range of 20 to 30 pounds per square yard. The Contractor will use lab tests to design specific material quantities to meet existing field conditions. Variations in material quantities will be made without adjustment to contract unit price. The Contractor shall maintain a laboratory open to the inspection of any Town.

Quality Assurance

A certificate of compliance shall be issued to the Town prior to the application of the stone seal surface treatment which guarantees the compatibility of the emulsified asphalt with the cover aggregate. The laboratory results from a pre-approved testing company shall be submitted with the certificate of compliance.

Emulsified asphalt and cover aggregate shall be matched to obtain compatible molecular charges.

Samples shall be supplied with the following information:

- * quarry location
- * gradation
- * certificate of material compliance

Construction Equipment

The equipment used by the Contractor shall include, but not be limited to, one or more of the following:

- a. Asphalt Distributor - The asphalt distributor shall contain suitable mechanical circulating and heating mechanisms to provide a uniform approved temperature of the entire mass of material. The distributor shall be capable of applying asphalt materials in accurately measured quantities at any rate between 0.1 to 2.0 gallons per square yard of roadway surface, at any length of spray bar up to twenty-four feet. The distributor shall be capable of maintaining a uniform rate of distribution of asphalt material regardless of change in grade, width or direction of the road. The spray nozzles and pressure system shall provide a sufficient and uniform fan-shaped spray of asphalt material throughout the entire length of the spray bar at all times while operating. The spray shall completely cover the roadway surface receiving the treatment.
- b. Aggregate Spreader - The aggregate spreader shall be hydrostatically driven and self-propelled. It may be equipped with a hydraulically controlled variable adjustable head that is capable of spreading stone in widths from 4.5 to 18 feet. The spreader shall be mounted on pneumatic tires, and shall apply the stone on the road surface in a manner that ensures that the tires do not contact the road surface until after the stone has been applied. The unit shall be equipped with an electronic radar type sensor used to measure ground speed and will automatically adjust the stone application rate depending on width of application and the speed of chip spreader. It shall have the ability to apply

SP-19

stone on any grade from 0 – 6%. The spreader shall be equipped with an integral hopper with a minimum capacity of 5 tons of stone which shall be filled by trucks in a manner which ensures that the truck tires never come in contact with asphalt-treated road surfaces until the stone has been properly applied. To maintain constant stone application, a self-locking truck hitch will

permit towing of aggregate trucks without stopping the chip spreader. It will be capable of maintaining positive engagement over irregular terrain.

- c. Rollers - At least one rubber tired and one steel wheeled roller shall be used on each treated surface immediately after the stone has been applied. Each roller shall have a compacting width of not less than 5 feet. Each roller shall have a gross weight of not less than 8 tons and contact pressure adjustable from 200 to 300 psi.
- d. Trucks - Rear discharge conveyor-fed trucks in sufficient number and size may be used to deliver stone to the spreader.

Construction Method

The construction of Single Stone Seal Surface Treatment by the Contractor shall conform to recommended practices of the Asphalt Institute and the following.

1. Preparation of Existing Surface - Immediately before Work begins, the existing surface shall be adequately swept by the Contractor. The Contractor shall then oil and cover with tar paper all pavement surface utility hardware within project limits. Surface preparation, which may include pothole patching, truing and leveling, adjusting of street irons (valve covers, manhole covers, drop inlet gratings), etc., will be the responsibility of each Town and will be completed before the Contractor moves onto the job.
2. Weather Limitations - Work will not be done unless the road surface is dry. No work shall be done during rain or foggy periods, or if the local forecast calls for rain or fog on that day. No work shall be done if the ambient temperature is below fifty degrees Fahrenheit (50°F).

WORK UNDER THIS CONTRACT SHALL BE PERFORMED FROM JUNE TO SEPTEMBER, AS AUTHORIZED BY EACH TOWN. EACH TOWN SHALL BE THE SOLE DETERMINING JUDGE OF WHEN THE WEATHER CONDITIONS ARE SUITABLE FOR BEGINNING WORK.

ALL STREETS SELECTED FOR TREATMENT SHALL BE TREATED BEFORE OCTOBER.

3. Application of Emulsion – The pre-determined quantity of emulsified asphalt binder shall be sprayed uniformly onto the prepared surface. The asphalt material shall not be applied more than 300 feet in advance of the self-propelled aggregate spreader. **AT NO TIME SHALL ANY ASPHALT MATERIAL BE ON ANY ROAD SURFACE FOR MORE THAN FIFTEEN (15) MINUTES BEFORE IT IS COVERED WITH STONE.**
4. Application of Aggregate – A uniform application of the pre-determined quantity of aggregate shall immediately be spread over the emulsified asphalt binder.
5. Application Operation – The bituminous distributor and the aggregate spreader shall move at the same rate of speed. These units shall operate at a distance not exceeding 50 feet from each other.
6. Rolling – Rolling shall begin immediately after aggregate is spread and continue until at least two complete rollings have been completed over the entire width of each pass of the

aggregate spreader. Rollers shall never be more than 100 feet behind the aggregate spreader.

Initial rolling shall be done with self-propelled pneumatic rollers immediately following the

SP-20

application of the cover aggregate. Final rolling on stone seal shall be done by steel roller weighing

not less than 8 nor greater than 10 tons. The rollers shall be operated at a speed that will not displace the aggregate.

7. Traffic Control – During construction and 24 hours following construction, vehicle speed shall be posted to a maximum of 20 miles per hour. One lane of traffic shall remain open to vehicles at all times.
8. Street Sweeping/Clean Up – The roads shall be mechanically swept by the Contractor to remove excess aggregate as soon as possible but no later than 14 calendar days after the stone application as approved by the Town. The sweepings shall become the property of the Contractor unless a Town requests that the Contractor stockpile the sweepings in Town for its use. The tar paper covers over utility hardware shall also be removed by the Contractor.

Quality Control and Inspection

Each Town shall have access to all construction activities to closely supervise and inspect the rates of application and amount of rolling to ensure that proper methods are being adhered to.

1. Aggregate – The aggregate shall be washed to insure clean material. Immediately after the aggregate has substantially dried from the washing process, the stone shall be sprayed with a coating of emulsified asphalt at a rate of three (3) gallons per ton of aggregate.
2. Temperature of Emulsified Asphalt Binder – Temperature of asphalt emulsion at the time of application shall be not less than 130 deg. F nor more than 180 deg. F.
3. Latex Additive – Latex additive shall be added at the refinery or terminal. A certificate of compliance shall be submitted by the refinery or terminal attesting that the required rate of application has been provided. The latex addition should be at the rate of 3.0 gallons per 100 gallons of emulsified asphalt binder.
4. Weather - The minimum temperature shall be 50 deg.F and rising, with no rain predicted. Should any form of precipitation begin during construction, stone seal operation shall cease. Re-commencement of operations shall be as directed by each Town.
5. Sweeping - Excess aggregate shall be mechanically swept by the Contractor to the satisfaction of the Town as soon as possible after application but no later than 14 calendar days after the stone application.

Product Performance

The stone seal surface treatment elements that shall be retained on the road surface shall conform to the following minimum quantities:

1. Residual Asphalt Content: 0.20 to 0.25 gallons/square yard.
2. Stone Chips: 20 to 25 pounds/square yard (based on a specific gravity of 2.65. Quantity requirements will be adjusted based on the source of stone.)

Measurement and Payment

Single Stone Seal Surface Treatment will be measured for payment by the square yard of pavement surface area complete in place. Single Stone Seal Surface Treatment will be paid for at the Contract unit price per

SP-21

square yard, which price shall include all labor, materials, equipment, disposal and incidental costs required to complete the Work (including furnishing and installing temporary warning signs, and street sweeping before and after stone application).

Item No. 13: DOUBLE STONE SEAL SURFACE TREATMENT

The Work under this item shall include the furnishing, application, and compaction of a latex modified emulsified asphalt binder and crushed stone covers applied in two courses, furnishing and installing temporary warning signs, and the sweeping of the roads before and after application. The temporary cardboard warning signs shall read “Fresh Oil, Loose Stone” (or similar wording) and shall be placed at locations as directed by the Engineer (as a minimum at all intersections). The Work shall be constructed in conformance with the above specifications for SINGLE STONE SEAL SURFACE TREATMENT with the following differences:

The Contractor shall supply samples of stone and asphalt, and job mix formula to each Town for approval. The stone seal surface treatment elements that shall be retained on the road surface shall conform to the following minimum quantities:

Residual Asphalt Content: 0.45 to 0.65 gallons/square yard

Stone Chips Applied: 45 to 55 pounds/square yard

3/8" Crushed Stone

<u>Sieve Size</u>	<u>Percentage Passing</u>
1/2"	100%
3/8"	85-100%
1/4"	10-60%
No.4	0-10%
No.8	0-5%
No.16	0-2%

1/2" Crushed Stone

<u>Sieve Size</u>	<u>Percentage Passing</u>
5/8"	100%
1/2"	85-100%
3/8"	15-45%

No.4	0-10%
No.8	0-2%

Measurement and Payment

Double Stone Seal Surface Treatment will be measured for payment by the square yard of pavement surface area complete in place. Double Stone Seal Surface Treatment will be paid for at the Contract unit price per square yard, which price shall include all labor, materials, equipment, disposal and incidental costs required to complete the Work (including furnishing and installing temporary warning signs, and street sweeping before and after stone application).

Item No. 14a: POROUS PAVEMENT FULL DEPTH CONSTRUCTION

The Work under this section shall conform to the relevant provisions of Sections 120, 460, M1, M2, M3, and M9 of the Standard Specifications (all as amended) and the following. The porous pavement shall meet the Standard

SP-22

Specifications for Polymer Modified Open-Graded Friction Course.

The Work shall include the full depth excavation and subsequent installation of a porous pavement full depth construction system consisting of, from top to bottom: a four (4) inch layer of porous pavement machine installed in separate two (2) inch lifts; an eight (8) inch layer of three eighths (3/8”) to three quarter inch (3/4”) blended crushed stone; and, a twelve inch (12”) layer of one and one half inch (1-1/2”) native (rounded) stone. Filter fabric (Mirafi 160N Non-Woven Geotextile) shall be installed along all sides and ends (not the bottom) of the porous pavement system. **Each site shall be a guaranteed minimum of 200 square yards.**

The measured quantity will be paid for at the Contract unit price per square yard, which price shall include a complete porous pavement full depth construction system in-place including all labor, materials, equipment, pavement sawcutting, excavation, hauling, disposing, grading, compacting, tack coating pavement edges, porous pavement, stone, filter fabric, and incidental costs required to complete the Work. If needed, Contractor shall install Owner provided risers on gate valve boxes at no additional cost to the Town. Drainage and sewer casting adjustments are paid for under a separate item.

Item No. 14b: POROUS PAVEMENT SIDEWALK CONSTRUCTION

The Work under this section shall conform to the relevant provisions of Sections 120, 460, M1, M2, M3, and M9 of the Standard Specifications (all as amended) and the following. The porous pavement shall meet the Standard Specifications for Polymer Modified Open-Graded Friction Course.

The Work shall include the full depth excavation and subsequent installation of a porous pavement full depth sidewalk construction system consisting of: a four (4) inch layer of porous pavement machine installed in separate two (2) inch lifts over an eight (8) inch layer of three eighths (3/8”) to three quarter inch (3/4”) blended crushed stone. Filter fabric (Mirafi 160N Non-Woven Geotextile) shall be installed along all sides and ends (not the bottom) of the porous pavement system. It is anticipated that the new sidewalk shall range between 4 and 6 feet wide.

The measured quantity will be paid for at the Contract unit price per square yard, which price shall include a complete porous pavement sidewalk construction system in-place including all labor, materials, equipment, pavement sawcutting, excavation, hauling, disposing, grading, compacting, tack coating pavement edges, porous pavement, stone, filter fabric, and incidental costs required to complete the Work. If needed, Contractor shall install Owner provided risers on gate valve boxes at no additional cost to the Town. Drainage and sewer casting adjustments are paid for under a separate item.

Item No. 15: BITUMINOUS PAVEMENT REPAIR - INFRA-RED METHOD

The Work shall include the treatment of utility trench and other bituminous concrete patches to provide a permanent, uniform and durable patch matching the surface of the abutting pavement. The Work shall be performed by workmen skilled in the infra-red method, and with equipment and materials approved for use by the Engineer prior to start of Work. The following procedure shall be used:

- * Adequately sweep the treatment area clean, and remove all loose and foreign material.
- * Apply infrared heat to the patch area by carefully positioning an infra-red heater not to exceed 15,000 BTUs per square foot per hour for the period of time required to soften the pavement to

a depth which will allow adequate raking of the asphalt without oxidation of the bitumen in the pavement material (minimum depth of 1"). The Contractor shall remove all unsuitable oxidized material and replace same with bituminous concrete.

SP-23

- * Introduce a suitable proven recycling agent additive amount as approved, to the softened area. Scarify to produce a uniform workable mix and regrade the patch to a uniform grade and surface, and to match the abutting pavement.
- * Add additional Class I bituminous concrete Type I-1 material as necessary. A supply of the material shall be kept on hand in an infrared storage unit at a constant temperature during working hours. The stored material shall be kept at a temperature above 200 degrees F. No material with a temperature of less than 200 degrees F shall be used in the Work.
- * After the proper consistency of the paving material and recycling agent has been attained, the combined mixture shall be raked to the desired grade and compacted with a steel wheel roller of sufficient weight to achieve a uniform density comparable to that of the adjacent pavement.

- * Seal the edges of the repaired patch with an approved penetrating liquid asphalt emulsion to develop a stronger, more durable bond. Uniformly distribute a compatible approved petroleum resin sealant, and broadcast an approved mineral filler over the entire patch area to absorb any excess liquid and to prevent tracking.

- * Test the compacted surface with a straight edge to verify that a uniform, depression free surface has been obtained. Repeat the treatment process to remove any depressions found by the test.

The measured quantity will be paid for at the Contract unit price per square yard, which price shall include all labor, materials (excluding additional bituminous concrete), equipment, disposal costs, and incidental costs required to complete the Work. The additional bituminous concrete shall be supplied by the Town's vendor at no cost to the Contractor; however, the Contractor shall pick-up the bituminous concrete at the Town's vendor's plant at no additional cost to the Town. Contractor shall install Owner provided risers on gate valve boxes at no additional cost to the Town. Drainage and sewer casting adjustments are paid for under a separate item.

Item No. 16: PARTIAL DEPTH PAVEMENT PATCH

The Work shall consist of the construction of partial depth pavement patches at various locations as directed by the Engineer. The Work shall include the following:

Partial depth pavement patch excavation shall consist of the removal and satisfactory disposal of all bound pavement materials, the removal of which is necessary for the proper completion of the work. The excavation will be made to a minimum depth of 1.5". Contractor shall make the excavation square or rectangular with faces straight and vertical. The Contractor may use any type of pavement saw-cutting or milling equipment that will not damage adjacent pavement. A jack-hammer and compressor will not be allowed for cutting the pavement surface.

The Contractor shall swab or paint the existing vertical faces of the pavement with an approved emulsified asphalt such that a uniform film of asphalt will remain when cured.

Hot Mix Asphalt Pavement shall be placed and properly compacted with a power roller. The surface shall not deviate more than 1/8" from a straight edge placed on the existing pavement. The perimeter of the patch shall be painted with an emulsified asphalt or approved equal such that a 4" wide strip will be equally spaced on the new and existing pavement. The joint sealing material shall be dusted with stone screenings or stone dust such that no tracking or pick-up of the seal will occur.

SP-24

Partial depth pavement patch will be measured for payment by the square yard complete in place. The measured quantity will be paid for at the Contract unit price per square yard, which price shall include all labor, materials, equipment, and incidental costs required to complete the Work. Contractor shall install Owner provided risers on gate valve boxes at no additional cost to the Town. Drainage and sewer casting adjustments are paid for under a separate item.

Item No. 17: MISC. PAVEMENT PATCH

The Work shall consist of the construction of miscellaneous pavement patches of various thicknesses on local roads at locations as directed by the Engineer. The Work shall include the following:

- * Because the areas to be patched are typically in very poor condition, the Contractor shall use any method at his disposal to cut and completely remove the existing failed pavement/subbase to the depth (minimum 3" depth) as directed by the Engineer.
- * The subgrade area shall be fine graded and compacted in conformance with Section 170 of the Standard Specifications.
- * Cut surfaces shall be sprayed or painted with a uniform, thin coat of RS-1 asphalt emulsion immediately before placement of bituminous concrete material against the surfaces.
- * Class I Bituminous Concrete – Type I-1 shall be placed and compacted in 2 courses as a wearing surface (minimum 3" depth). Binder (2" minimum) and top (1" minimum) courses shall be installed on the same day allowing for adequate cooling between courses. The top course may be installed the next day if approved by the Engineer and if adequate safety signing/ measures are taken. In any case, the top course must be installed prior to weekends and/or holidays.

Miscellaneous pavement patches will be measured for payment by the ton complete in place. The measured quantity will be paid for at the Contract unit price per ton, which price shall include all labor, materials, equipment, and incidental costs required to complete the Work. Contractor shall install Owner provided risers on gate valve boxes at no additional cost to the Town. Drainage and sewer casting adjustments are paid for under a separate item.

Item No. 18: VELOCITY SPRAY INJECTION POTHOLE REPAIR

Scope of Work:

The work under this item shall consist of furnishing all labor, equipment, materials (asphalt emulsion and aggregate) and incidentals required to perform repairs on distressed bituminous concrete pavement by the Velocity Spray Injection Method.

Equipment:

- a. The distribution unit shall be a 33,000 GVW truck, equipped with a 6 cubic yard aggregate hopper, a 300 gallon asphalt emulsion tank, a 1000 pound anti-track material hopper and a delivery tube, air pressurized, to distribute the items above to the distressed pavement.
- b. Aggregate shall be delivered to the tube by a nylon belt covered positive drive chain conveyor, emulsion shall be delivered by a pressurized system at 140 degrees F, and anti-

track material shall be delivered to the tube as required. Each item is delivered to the tube by in-cab remote controls.

SP-25

Item No. 19a: CAPE SEAL w/ Single Stone Seal Surface Treatment

Item No. 19b: CAPE SEAL w/ Double Stone Seal Surface Treatment

The work under these items consists of the furnishing, application, and cleanup of “Cape Seal”, furnishing and installing temporary warning signs, and sweeping of roads before and after stone seal application.

“Cape Seal” shall be a combination of Stone Seal Surface Treatment and Microsurfacing completed in two successive operations with the micro surfacing completely covering and encapsulating the stone seal aggregate.

Both processes shall be completed within the same construction season and meeting the Town’s desired schedule. The Microsurfacing shall not be applied sooner than seven (7) days after the stone seal is complete in order that the stone seal emulsion can be totally cured. An additional sweep may be required prior to the placement of the Microsurfacing to remove any surplus aggregate.

The first phase of the Cape Seal installation shall be completed in accordance with the Single Stone Seal Surface Treatment (Item No 12 above) or the Double Stone Seal Surface Treatment (Item No. 13 above) specification herein utilizing the CRS-2 emulsion without the 3% latex.

The second phase of the Cape Seal installation shall be completed in accordance with the Microsurfacing (Item No. 6 above) specification herein except that the application shall be a single lift of Type II material applied at not less 25 pounds per square yard (dry aggregate weight), and of sufficient thickness that none of the stone seal aggregate is exposed after curing of the Microsurfacing.

The quantity of Cape Seal to be measured for payment will be the number of square yards of Cape Seal actually completed. The accepted quantity of Cape Seal will be paid for at the Contract unit price per square yard, which shall be full compensation for furnishing, transporting, handling and placing the material specified and furnishing of all labor, tools, equipment, pavement surface cleaning, and incidentals for the satisfactory completion of the work.

Item No.20: TEXTURED SYNTHETIC PAVEMENT

The work under this item shall consist of preparing pavement surface and installation of eight to ten (8 – 10) foot wide Textured Synthetic Pavement at proposed crosswalk locations selected by the Town and in accordance with the following:

Preparation of Asphalt Surface

The section of pavement to be replaced shall be sawcut in neat lines eight to ten feet apart in the direction of the proposed crosswalk. The final surface pavement shall then be cold planed to an

approximate depth of 0.75 inches. The Contractor shall immediately remove all residual material resulting from this work. All excavated material shall be disposed of by the Contractor offsite.

Installation of Textured Synthetic Pavement

The Contractor shall be responsible for the preparation, placement and patterning of Textured Synthetic Pavement. This synthetic paving material shall be composed of a hot-applied, resin-based compound formulated with a color stable pigment throughout that can be surface textured to simulate a brick pattern. Said pattern shall be oriented such that the continuous lines of the brick pattern shall be perpendicular to the parallel edges of the proposed crosswalk. The Contractor will be required to overlay in previously prepared recessed pavement surfaces as described above, and as required and approved by the Town.

SP-26

The Contractor must be a manufacturer authorized applicator, experienced with this specialized system, satisfactory to the Engineer. Contractor shall furnish shop drawings, from manufacturer, to confirm design intent. A manufacturer representative shall be present at all times during the placement and curing of the textured synthetic pavement materials.

Using manufacturer prescribed methods and equipment, the Contractor shall adequately heat and uniformly mix the synthetic material(s) together. Maximum heating temperature of the completed formulation is 440 degrees Fahrenheit.

The Contractor shall then apply the heated, mixed synthetic material to the surface of the hardened, structurally sound, asphalt pavement. The synthetic material shall be spread and leveled to the desired build thickness of 0.75 inches, using manufacturer's specialized ironing tools, heated sufficiently to smooth the surface to a state of readiness for texturing. No material shall be applied when precipitation is present.

The color and surface pattern shall be a red colored brick pattern.

Texturing will begin immediately after leveling has occurred, while the material is still hot enough to allow the mold selected, to adequately penetrate the surface and create the desired pattern or form.

Once the finished surface has cooled completely and has hardened to the manufacturer's specification to support vehicular and pedestrian traffic, the application area may be opened to vehicular and/or pedestrian traffic.

Any residual material resulting from this work shall be removed and disposed of in a proper manner off site. The completed work area shall be left in a neat and clean condition, satisfactory to the Engineer.

The products used in this surfacing system shall meet the material specifications outlined below and conform to the minimum following physical and performance properties: hot-applied resin-based compound developed specifically for use on asphalt or cement concrete, with superior adhesion, flexibility and abrasion resistance characteristics, as well as color stability, chemical resistance and scrub ability.

The Contractor, during the operation of work, to save from harm and injury, any structure, public or private, situated above or below the surface and lying within the scope of the project. If during the execution of the work, the Contractor, through willfulness or carelessness, permits or causes any damage, the cost of satisfactory repair or replacement shall be the financial responsibility of the Contractor.

Synthetic Pavement Material

The material to be used under this item shall be Textured Synthetic Pavement as manufactured by Jarvis Infrastructure Services, Kennesaw, Georgia. The material required shall be Grade 60 (HEAVY TRAFFIC) and shall conform to the relevant physical properties outlined as follows:

Grade 60 (HEAVY TRAFFIC)

Average Temp. Range:	25 - 140 degrees F
Wheel Tracking @ 113 F:	less than 1 mm/ hr
Wheel Tracking @ 140 F:	less than 5 mm/hr
Density:	2.12
Cone Flow Test: (5 hrs. @ 194 F)	15% maximum
Plane Test: (5 hrs. @ 194 F)	5% maximum

SP-27

Indent @ 104 F:	50 dmm maximum
Indent @ 122 F:	75 dmm maximum
Ash Content:	90% maximum
Skid Resistance Value:	55 - 70

Equipment Required

Contractor shall possess and be familiar with the specialized machinery necessary to perform the procedures as outlined and contained within this technical specification package, including, but not limited to, appropriate trucks, compressors, miscellaneous asphalt equipment, dispensers, applicators, cutters and/or specialized tools etc.

Compensation

Textured Synthetic Pavement shall be paid for at the Contract unit price per square yard in place, which price shall include all labor, materials, equipment, sawing, cold planning, cleanup, hauling, disposing, and incidental costs required to complete the work.

Item No. 21: PAVEMENT MARKING REMOVAL

The Work under this section shall conform to the relevant provisions of Section 850.67 of the Standard Specifications and the following. Existing pavement markings shall be removed to the fullest extent possible by an approved method. Pavement removal methods shall not cause damage to the pavement or cause drastic change in texture, which could be construed as delineation at night, and shall be approved by the Town. It is not permissible to paint over existing markings with black paint in lieu of removal. Approved methods include but are not limited to:

1. High pressure air.
2. High pressure water (cold weather use not permitted).
3. Sand blasting.
4. Mechanical devices such as grinders, sanders, scrapers, scarifiers, and wire brushes.

Painting over a pavement marking by use of asphaltic liquids or paints will not be permitted.

Conflicting pavement markings shall be removed before any change in the traffic pattern.

Material deposited on the pavement as a result of removing markings shall be removed as the work progresses. Accumulations of sand or other material, which might interfere with drainage or could constitute a hazard to traffic, will not be permitted.

Any damage to the pavement or surfacing caused by pavement marking removal shall be satisfactorily repaired at no additional cost to the Town.

Where the removal operation is being performed near a lane occupied by traffic, a vacuum attachment operating concurrently with the removal operation must be in use. All residues shall be removed immediately from the surface being treated.

The measured quantity will be paid for at the Contract unit price per square foot which price shall include all labor, equipment, vacuuming, sweeping, hauling, disposing, and incidental costs required to complete the Work.

AGENDA ITEM 10g

Authorizing the execution of the discharge of a mortgage by Norma Fuentes to Barnstable County, acting by and through the Cape Cod Commission, dated June 30, 2003 recorded with the Barnstable County Registry of Deeds Document Number 927,786

DISCHARGE OF MORTGAGE

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

By Norma Fuentes

to Barnstable County, acting by and through the Cape Cod Commission, dated June 30, 2003 recorded with the Barnstable County Registry of Deeds Document Number 927,786 acknowledges satisfaction of the same.

Witness our hand and seal this day of January 2019

BARNSTABLE COUNTY,

As County Commissioners

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

**On this day of January 2019, before me, the
undersigned notary public personally appeared**

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

Notary Public

My Commission Expires:

AGENDA ITEM 10h

Authorizing the execution of the discharge of a mortgage by Mary Nichols to Barnstable County, acting by and through the Cape Cod Commission, dated July 26, 2007 recorded with the Barnstable County Registry of Deeds Book 22215
Page 185

DISCHARGE OF MORTGAGE

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

By Mary Nichols

to Barnstable County, acting by and through the Cape Cod Commission, dated July 26, 2007 recorded with the Barnstable County Registry of Deeds Book 22215 Page 185 acknowledges satisfaction of the same.

Witness our hand and seal this day of January 2019

BARNSTABLE COUNTY,

As County Commissioners

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

**On this day of January 2019, before me, the
undersigned notary public personally appeared**

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

Notary Public

My Commission Expires:

AGENDA ITEM 10i

Authorizing the execution of the discharge of a mortgage by Wiley Shea to Barnstable County, acting by and through the Cape Cod Commission, dated November 15, 2016 recorded with the Barnstable County Registry of Deeds Book 30088 Page 289

DISCHARGE OF MORTGAGE

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

By Wiley Shea

to Barnstable County, acting by and through the Cape Cod Commission, dated November 15, 2016 recorded with the Barnstable County Registry of Deeds Book 30088 Page 289 acknowledges satisfaction of the same.

Witness our hand and seal this day of January 2019

BARNSTABLE COUNTY,

As County Commissioners

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

**On this day of January 2019, before me, the
undersigned notary public personally appeared**

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

Notary Public

My Commission Expires:

AGENDA ITEM 10j

Authorizing the execution of the discharge of a mortgage by Cynthia Stracuzzi to Barnstable County, acting by and through the Cape Cod Commission, dated March 16, 1998 recorded with the Barnstable County Registry of Deeds Book 11287 Page 10

DISCHARGE OF MORTGAGE

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

By Cynthia Stracuzzi

to Barnstable County, acting by and through the Cape Cod Commission, dated March 16, 1998 recorded with the Barnstable County Registry of Deeds Book 11287 Page 10 acknowledges satisfaction of the same.

Witness our hand and seal this day of January 2019

BARNSTABLE COUNTY,

As County Commissioners

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

**On this day of January 2019, before me, the
undersigned notary public personally appeared**

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

Notary Public

My Commission Expires:

AGENDA ITEM 10k

Authorizing the execution of an Estoppel Certificate regarding the property known as Canal Bluffs Phase 3 in the Town of Bourne

ESTOPPEL CERTIFICATE

THIS ESTOPPEL CERTIFICATE is executed as of January , 2019 by Barnstable County, a body politic of the Commonwealth of Massachusetts acting by and through the County Commissioners, (the "**Lender**").

Background

A. The Lender is the holder of a Promissory Note dated July 31, 2017 made by Canal Bluffs P3 Preservation Associates Limited Partnership, a Massachusetts limited partnership (the "**Borrower**"), in the original principal amount of \$250,000.00 (the "**Note**"), which Note is secured by, *inter alia*, that certain Mortgage dated July 31, 2017 granted by the Borrower in favor of the Lender (the "**Mortgage**") encumbering the property known as Canal Bluffs Phase 3 and located at 102 Harmony Hill Drive, Bourne, Massachusetts, as more particularly described therein (the "**Property**"); and

B. The Lender and the Borrower have entered into that certain Loan Agreement dated July 31, 2017 (the "**Loan Agreement**"), and various other related agreements (collectively, the "**Loan Documents**"); and

C. The Lender is executing and delivering this Estoppel Certificate to BCCC, Inc., a Massachusetts corporation (the "**Administrative Limited Partner**") and to Boston Capital Corporate Tax Credit Fund XLIII, a Massachusetts limited partnership (the "**Investor Limited Partner**"), with the knowledge that it will be relied upon by the Administrative Limited Partner and the Investor Limited Partner.

Estoppel

NOW, THEREFORE, the Lender does hereby certify to the Investor as follows:

1. As of the date hereof, the unpaid principal balance of the Note is \$25,000.00, plus accrued, but unpaid, interest at the rate of 0% per annum from the date of the Note through the date hereof.
2. To the best of the Lender's knowledge, the Borrower is not in default in the making of any payments required under the Note or in the performance or observance of any covenants or obligations to be performed or observed by the Borrower under the Note, the Mortgage or any of the Loan Documents.
3. To the best of the Lender's knowledge, there does not exist any event or condition which, with the passage of time or the giving of notice or both, would otherwise constitute a default by the Borrower under the Note, the Mortgage, or any of the Loan Documents, or which would entitle the Lender to accelerate the payment of the indebtedness evidenced by the Note or foreclose on the Property.

4. The agreements of Lender contained in this Certificate shall be binding on Lender and all Lender's assignees, transferees, and successors in interest.

LENDER:

BARNSTABLE COUNTY

By: _____
Name:
Title:

By: _____
Name:
Title:

By: _____
Name:
Title: