

AGENDA PACKET
03/20/19 REGULAR MEETING



BARNSTABLE COUNTY

COMMISSIONERS
RONALD R. BEATY, Barnstable
RONALD BERGSTROM, Chatham
MARY PAT FLYNN, Falmouth

THE REGIONAL GOVERNMENT OF CAPE COD

Board of Regional Commissioners

REGULAR MEETING AGENDA

POSTED
3/18/19 @ 9:55 A.M.

DATE: March 20, 2019

TIME: 10:00 A.M.

PLACE: East Wing Conference Room
Old Jail Building
3195 Main Street, Barnstable, MA 02630

REVISED
POSTED
3/18/19 @ 12:30 A.M.

Please note the addition of a new Items 8a & 8b, the removal of duplicate items, and the re-lettering of subsequent items

1. Call to Order
2. Pledge of Allegiance
3. Moment of Silence
4. Public Comment
5. Approval of Minutes
 - a. Regular Meeting of March 13, 2019
6. General Business
7. New Business – Other business not reasonably anticipated by the Chair
8. Commissioners' Actions
 - a. Authorizing the acceptance of the Barnstable County Plan for the Early Retirement Incentive Program in accordance with Chapter 330 of the Acts of 2018, as approved by the Commonwealth of Massachusetts Employee Retirement Administration Commission (PERAC), as submitted by the County Administrator
 - b. Authorizing Special Counsel to add additional Counsel in the matter of Barnstable County v. 3M Company, et al.

- c. Authorizing the approval of a reimbursement request from Kristy Senatori, Executive Director of the Cape Cod Commission, for the period of November 15, 2018 through February 27, 2019
- d. Authorizing the award of contracts to Nauset Disposal and MA Frazier Disposal for the service and maintenance of portable toilets for the Towns of Brewster, Eastham and Yarmouth
- e. Authorizing the execution of a contract with Aggregate Industries for Roadway Materials for Towns in Barnstable County for the period of April 1, 2019 through March 31, 2020, with the option to renew for one additional year
- f. Authorizing the execution of a contract with Cape Cod Aggregates, Corp. for Roadway Materials for Towns in Barnstable County for the period of April 1, 2019 through March 31, 2020, with the option to renew for one additional year
- g. Authorizing the creation of a new fund for a grant from the Massachusetts Department of Environmental Protection to the County Health and Environment Department, for a Project on Reducing Phosphorus Impacts from Septic Systems Near Freshwater Lakes and Ponds-Defining BMPs in the amount of \$96,603.54, through June 30, 2021
- h. Authorizing the execution of a cooperative agreement with the Town of Chatham to do and perform all dredge related work at Stage Harbor
- i. Authorizing the execution of Certificates for Dissolving Septic Betterments

9. Commissioners' Reports

10. County Administrator and Staff Reports

11. Adjournment



AGENDA ITEM 5a

Approval of Minutes: Regular Meeting of March 13, 2019

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

At a regular meeting of the Barnstable County Board of Regional Commissioners, held in the Superior Courthouse in Barnstable, on the thirteenth day of March, A.D. 2019

Board Regional Commissioners:

Ronald R. Beaty Present

Ronald Bergstrom Present

Mary Pat Flynn Present

Assembly of Delegates:

John Ohman Delegate, Town of Dennis

Staff Present:

Jack Yunits County Administrator

Justyna Marczak Human Resources Director

Janice O'Connell County Clerk/Assembly Clerk

Don Reynolds Director, Fire Rescue Training Academy

Owen Fletcher Executive Assistant, Administration

Andrew Platt AmeriCorps Cape Cod Program Coordinator, Resource Development Office

Bill Traverse Director, Information Technology

Laura Brown IT Systems Administrator, Information Technology

Chris Burt Deputy Director, Information Technology

Ian Roberts Technical Support Specialist, Information Technology

1. Call to Order

Chairman Bergstrom called the meeting to order at 10:00 A.M.

2. Pledge of Allegiance**3. Moment of Silence****4. Public Comment**

No members of the public provided comment.

5. Approval of Minutes**a. Regular Meeting of March 6, 2019**

Motion by Commissioner Beaty to approve the regular meeting minutes of Regular Meeting of March 6, 2019 as presented, 2nd by Commissioner Flynn, approved 3-0-0

b. Executive Session of March 6, 2019

Motion by Commissioner Beaty to approve and release the minutes of the Executive Session of the Board of Regional Commissioners' Regular Meeting of March 6, 2019 as presented, 2nd by Commissioner Flynn, approved 3-0-0

6. General Business**a. Discussion on adopting the County's website as the official method of posting notices for meetings of the Board of Regional Commissioners pursuant to Title 940 of the Code of Massachusetts Regulations, section 29.03(2)(b)**

There was a lengthy discussion about the possible technical challenges of changing the posting location. The Board expressed concern regarding the website crashing. This would require the Board to cancel and re-post the meeting. The Board decided to take no action at this time and possibly reconsider the item later.

7. New Business – Other business not reasonably anticipated by the Chair

There was no new business at this meeting.

8. Commissioners' Actions

- a. Authorizing the approval of a reimbursement request from Jack Yunits, County Administrator, for the period of January 7, 2019 through March 5, 2019**

Motion by Commissioner Beaty to approve a reimbursement request from Jack Yunits, County Administrator, for the period of January 7, 2019 through March 5, 2019 as presented, 2nd by Commissioner Flynn, approved 3-0-0

- b. Authorizing the appointment of Joshua Mason to the Barnstable County HOME Consortium, as the representative for the Town of Dennis, replacing James Kyrimes, for an unexpired term through January 31, 2020, as recommended by the Dennis Board of Selectmen**

Motion by Commissioner Beaty to appoint Joshua Mason to the Barnstable County HOME Consortium, as the representative for the Town of Dennis, replacing James Kyrimes, for an unexpired term through January 31, 2020, as recommended by the Dennis Board of Selectmen as presented, 2nd by Commissioner Flynn, approved 3-0-0

- c. Authorizing the execution of a cooperative agreement with the Town of Dennis to do and perform all dredge related work at Approach Channel for an amount not to exceed \$11,250.00**

Motion by Commissioner Beaty to authorize the execution of a cooperative agreement with the Town of Dennis to do and perform all dredge related work at Approach Channel for an amount not to exceed \$11,250.00 as presented, 2nd by Commissioner Flynn, approved 3-0-0

Mr. Yunits detailed the current dredge schedule to the Board.

- d. Authorizing the execution of a cooperative agreement with the Town of Yarmouth to do and perform all dredge related work at Approach Channel for an amount not to exceed \$11,250.00**

Motion by Commissioner Beaty to authorize the execution of a cooperative agreement with the Town of Yarmouth to do and perform all dredge related work at Approach Channel for an amount not to exceed \$11,250.00, 2nd by Commissioner Flynn, approved 3-0-0

Mr. Yunits explained that the body of water in this item was the same as the body in Item 8c, but each town needed to have a separate agreement with the County.

- e. Authorizing the execution of a cooperative agreement with the Town of Truro to do and perform all dredge related work in Pamet Harbor Basin for an amount not to exceed \$90,000.00**

Motion by Commissioner Beaty to authorize the execution of a cooperative agreement with the Town of Truro to do and perform all dredge related work in Pamet Harbor Basin for an amount not to exceed \$90,000.00, as presented, 2nd by Commissioner Flynn, approved 3-0-0

- f. Authorizing the execution of a Subaward Agreement with the Center for Coastal Studies in the amount of \$288,200.00 through June 30, 2021 for the Seafloor Mapping Program**

Motion by Commissioner Beaty to authorize the execution of a Subaward Agreement with the Center for Coastal Studies in the amount of \$288,200.00 through June 30, 2021 for the Seafloor Mapping Program, as presented, 2nd by Commissioner Flynn, approved 3-0-0

Mr. Yunits explained the need for the grant. He also noted the collaborative nature of the work, including the Cooperative Extension and Cape Cod Commission, as well as the Center for Coastal Studies. He further noted the importance of the grant for the study of flooding. Finally, he noted the funding generated from a grant, and the fact that the work would not cost the County funds.

- g. Authorizing the execution of amendments to mortgages and security agreements with 704 Falmouth Housing Corporation, LLC on property located at 587 Gifford Street in the town of Falmouth**

Motion by Commissioner Beaty to authorize the execution of amendments to mortgages and security agreements with 704 Falmouth Housing Corporation, LLC on property located at 587 Gifford Street in the town of Falmouth, as presented, 2nd by Commissioner Flynn, approved 3-0-0

- h. Authorizing the execution of Certificates for Dissolving Septic Betterments**

Motion by Commissioner Beaty to authorize the Chair to execute Certificates for Dissolving Septic Betterments, as presented, 2nd by Commissioner Flynn, approved 3-0-0

9. Commissioners' Reports

There were no Commissioner reports.

10. County Administrator and Staff Reports

Mr. Yunits reported on the use of the new room, and the previous week's meeting with the Cape Cod State Legislative Delegation. He also spoke of the expectation of other groups using the room. He noted that Ms. Marczak has set up a training with Maya for County Supervisors. The Board and Mr. Yunits thanked Facilities Department for their work in creating the space. He discussed the maintenance agreement with the vendor.

11. Adjournment

Barnstable, ss. at 10:27 A.M. on this thirteenth day of March A.D. 2019, Commissioner Beaty made a motion to adjourn, 2nd by Commissioner Flynn, approved 3-0-0

List of Documents:

- Draft minutes of the Board of Commissioners Regular Meeting of March 6, 2019
- Draft Minutes of the Executive Session of the Board of Regional Commissioners' Regular Meeting of March 6, 2019
- Memorandum dated March 12, 2019 to the County Commissioners from Jack Yunits, County Administrator, regarding Adopting the County's website as the Official Method of Posting
- Reimbursement request from Jack Yunits, County Administrator, for the period of January 7, 2019 through March 5, 2019
- Title 940 of the Code of Massachusetts Regulations, Section 29.03
- Memorandum dated March 6, 2019 to the County Commissioners from Renie Hamman, HOME Program Manager, regarding HOME Consortium Advisory Council and attachments
- Cooperative agreement with the Town of Dennis to do and perform all dredge related work at Approach Channel for an amount not to exceed \$11,250.00
- Cooperative agreement with the Town of Yarmouth to do and perform all dredge related work at Approach Channel for an amount not to exceed \$11,250.00
- Cooperative agreement with the Town of Truro to do and perform all dredge related work in Pamet Harbor Basin for an amount not to exceed \$90,000.00
- Subaward Agreement with the Center for Coastal Studies in the amount of \$288,200.00 through June 30, 2021 for the Seafloor Mapping Program
- Amendments to mortgages and security agreements with 704 Falmouth Housing Corporation, LLC on property located at 587 Gifford Street in the town of Falmouth and attachments
- Memorandum dated March 12, 2019 to the County Commissioners from the Community Septic Management Loan Program regarding Certificates for Dissolving Septic Betterments

Approved, Board of Regional Commissioners:

Ronald Bergstrom, Chair

Mary Pat Flynn, Vice-Chair

Ronald R. Beaty, Commissioner

Date

The foregoing records have been read and approved, March , 2018.

A true copy, attest:

Janice O’Connell, Regional Clerk

AGENDA ITEM 8a

Authorizing the acceptance of the Barnstable County Plan for the Early Retirement Incentive Program in accordance with Chapter 330 of the Acts of 2018, as approved by the Commonwealth of Massachusetts Employee Retirement Administration Commission (PERAC), as submitted by the County Administrator



BARNSTABLE COUNTY

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

Jack T. Yunits, Jr.
County Administrator
Cell: (508) 510-1127
Office: (508) 375-6771
Fax: (508) 362-4136
jack.yunits@barnstablecounty.org

MEMORANDUM

DATE: March 18, 2019
TO: County Commissioners
FROM: Jack Yunits, County Administrator
SUBJECT: Barnstable County Plan for the Early Retirement Incentive Program

Please authorize the acceptance of the Barnstable County Plan for the Early Retirement Incentive Program in accordance with Chapter 330 of the Acts of 2018, as approved by the Commonwealth of Massachusetts Employee Retirement Administration Commission (PERAC).

Approved:

Ronald Bergstrom, Chair

Mary Pat Flynn, Vice-Chair

Ronald R. Beaty, Commissioner

Date

PERAC

COMMONWEALTH OF MASSACHUSETTS | PUBLIC EMPLOYEE RETIREMENT ADMINISTRATION COMMISSION

PHILIP Y. BROWN, ESQ., *Chairman*

JOHN W. PARSONS, ESQ., *Executive Director*

Auditor SUZANNE M. BUMP | KATHLEEN M. FALLON | KATE FITZPATRICK | JAMES M. MACHADO | ROBERT B. McCARTHY | JENNIFER F. SULLIVAN

March 15, 2019

Jack T. Yunits, Jr.
County Administrator, Barnstable County
Superior Court House
3195 Main Street, PO Box 427
Barnstable, MA 02639

Received

MAR 18 2019

Barnstable County Commissioners

Dear Mr. Yunits:

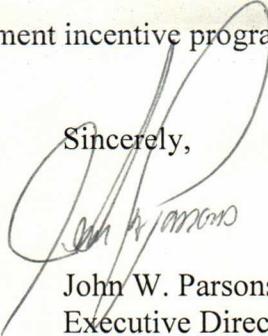
We are in receipt of the Barnstable County plan for the early retirement incentive program in accordance with Chapter 330 of the Acts of 2018.

The plan you have submitted is consistent with the intent of the statute and you may continue with the process for establishing an early retirement incentive program for the employees of Barnstable County.

The next step in the process would be to submit a plan to the Board of County Commissioners for acceptance no later than the next meeting of the Board at which the plan can practicably be submitted. If accepted, you must publish the plan and make it available to employees within 1 month after its acceptance. You must require employees to participate within 2 months of the plan's publication. At that point you must determine which applicants shall be allowed to participate in the program and notify them within 1 month of the application deadline. Finally, those employees who participate in the program must be required to retire within 2 months of notification of acceptance.

As you continue to implement your early retirement incentive program, we will be available to assist as needed.

Sincerely,



John W. Parsons, Esq.
Executive Director

cc: Mary T. McIsaac, Finance Director
Barnstable County Retirement Board

JWP/keb

p:\actuarial\general\barnstable county eri.doc

FIVE MIDDLESEX AVENUE, SUITE 304 | SOMERVILLE, MA 02145
PH 617 666 4446 | FAX 617 628 4002 | TTY 617 591 8917 | WWW.MASS.GOV/PERAC



Acts (2018)

Chapter 330

AN ACT ESTABLISHING AN EARLY RETIREMENT INCENTIVE PROGRAM FOR BARNSTABLE COUNTY.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

SECTION 1. Notwithstanding subsection (g) of section 66 of chapter 188 of the acts of 2010, the county commissioners of Barnstable county may establish and implement an early retirement incentive program for county employees as otherwise provided in said section 66 of said chapter 188 and subject to the following provisions:

(i) that the county administrator shall submit a plan to the public employee administration commission for approval not later than 2 months after the effective date of this act;

(ii) after that plan has been approved, that the county administrator shall submit the plan to the board of county commissioners for acceptance at the next meeting of that board during which the plan can be practically submitted;

(iii) not later than 1 month after the plan is accepted by the board of county commissioners, that the county administrator publish and make the approved plan available to the employees;

(iv) that the county administrator require employees to participate not later than 2 months after the plan's publication;

(v) that the county administrator determine which employees shall be allowed to participate in the program and notify those employees not later than 1 month after the application deadline; and

(vi) that the county administrator require that participating employees retire not later than 2 months after notification of acceptance.

SECTION 2. The county administrator, with the approval of the county commissioners of Barnstable county, may fill a county department position vacated as a result of an eligible employee's participation in the retirement incentive program. The total annualized cost of regular compensation paid out by the county in fiscal year 2019 for all such refilled positions shall not exceed 20 per cent of the total annualized cost of regular compensation that would have been paid out by the county during fiscal year 2019 for positions vacated in the county pursuant to the retirement incentive program had those positions not been vacated.

An employee retired pursuant to this act shall not be re-employed in county service, whether as a consultant, an independent contractor or a person whose regular duties require time devoted to county service, before 30 days after the date of that employee's retirement.

SECTION 3. This act shall take effect upon its passage.

Approved, December 28, 2018.



BARNSTABLE COUNTY

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

Jack T. Yunits, Jr.
County Administrator
Cell: (508) 510-1127
Office: (508) 375-6771
Fax: (508) 362-4136
jack.yunits@barnstablecounty.org

February 17, 2019

VIA Email and First-Class mail
John W. Parsons, Esq.
Executive Director
PERAC
5 Middlesex Avenue Suite 304
Somerville, MA 02145

Re: Barnstable County ERIP

Dear Mr. Parsons,

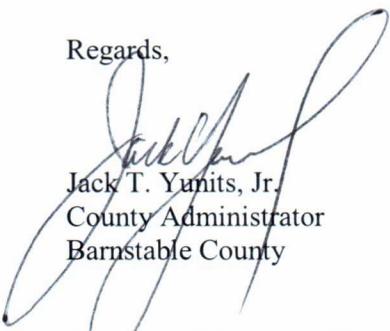
In accordance with Section 1.A, Barnstable hereby submits the Early Retirement Plan for the approval of the Public Employee Retirement Administration Commission (PERAC).

On November 8, 2017 the bill to allow Barnstable County to offer an Early retirement Incentive Program was filed by Timothy R. Whalen of Brewster and others. With one amendment to the original filing the bill known as H.4107 was signed by Governor Baker on December 28, 2018.

The County labored diligently with all interested legislators and Committees, and James H. Quirk, Attorney for the Barnstable County Retirement Board and consulted with the Public Employees Retirement Administration Commission during the process. The County considers this legislation to be a vital component in its efforts re-organize and streamline the organization and to reduce personnel costs and related unfunded liabilities.

Thank you in advance for your time. Please do not hesitate to contact me at 508-510-1127 or jack.yunits@barnstablecounty.org.

Regards,



Jack T. Yunits, Jr.
County Administrator
Barnstable County

Cc: Mary T. McIsaac, Finance Director

**BARNSTABLE
COUNTY**

AN EARLY RETIREMENT INCENTIVE PROGRAM

FEBRUARY 2019

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- III. Restrictions
- IV. Excess Liability
- V. Historical Costs
- VI. Legislation
- VII. Other Requirements
- VIII. Other Considerations
- IX. Appendix
 - H.4107-An Act to Establish an Early Incentive Program for Barnstable County (as amended)

INTRODUCTION

Barnstable County is committed to providing Regional Services to the towns and the people of Cape Cod in the most efficient and reliable manner within a reasonably framed budget. By the very nature of a regional government, Barnstable County is a "service organization", heavily invested in employment of personnel to accomplish this.

As most municipal entities can attest it has become increasingly difficult to sustain the personnel costs and the future unfunded liabilities related to the workforce. With double-digit inflation in health care and the high salaries of an aging workforce we have reached an unsustainable level of operation. An analysis of the approved budgets for FY2014 to FY2019 shows the percentage of combined salaries and fringes to the total budgets to be in the range of 71.5% - 75.4%. To ensure that the organization continues to stay the course of its core mission and fulfill its commitment to the towns and people of the region, the administration must take the necessary steps to examine the entire operation, analyze both the controllable and non-controllable component costs and commit to a plan of action to reach a more stable financial position and guarantee the future. This is easier said than done.

Barnstable County has a greater burden than most, being responsible for the payment of the liability for the retirees of the Sheriff's Department which moved under the control of the Commonwealth with legislation effective January 1, 2010. The assessment in FY2019 is \$1,506,576. Segal Consulting in its latest valuation projected annual increases of 6.30% in the assessment through FY2035, the final year of the funding schedule and there is no contribution from the Commonwealth.

Communities have implemented changes to address these rising costs. Reduction of personnel through attrition, reorganization, consolidations and the subcontracting of some services have proved successful. The personnel reductions have caused reductions in pension and OPEB liabilities as well. Healthcare costs have been addressed by eliminating the more expensive health plans, changing plan designs, offering Health Savings Accounts (known as HSAs) and requiring the employees to pay a greater percentage of premiums. Some of these changes also reduce the OPEB liability reported on the financial statements.

The offering of an early retirement incentive program has been utilized in past years for the same reason. Over and over we have seen and heard that these programs are not successful and do nothing to invigorate and improve an organization. One would have to examine each case to determine the reasons why the result did not meet the expectation but one thing is clear; if the organization keeps to its course, makes the tough decisions and stands by them, manages the operation by this mandate and continually measures progress and results adapting as necessary to stay the course, success can be achieved.

ELIGIBILITY

An offer of an early retirement is restricted to eligible employees. An employee may be eligible if they meet the following requirements and additionally the County reserves the right to limit participants.

- I. The employee is actively employed by Barnstable County on the date of the application and the retirement date.
- II. The employee is an active member of the Barnstable County Retirement System making regular payroll contributions on the application date and the retirement date.
- III. The employee must be vested in the retirement system as follows:
 - a. Confirmed with a minimum of fifteen (15) years of credible service and at least 55 years of age or
 - b. Confirmed with twenty years of credible service.
- IV. The employee must be a Group 1 member in service.

RESTRICTIONS

Participation in an offering of an early retirement is further restricted as follows:

- I. Elected officials of any sub-division of Barnstable County are not eligible.
- II. Employees of the Barnstable County Retirement Association are not eligible.
- III. Employees of the Barnstable County Fire Training Academy are not eligible.
- IV. Any active employee who has achieved maximum age and maximum years of credible service is not eligible.
- V. Employees who are paid from Federal grants are not eligible.

EXCESS LIABILITY

The gains achieved by an offering of an early incentive program to employees are offset by the excess liability placed on the employer. Excess liability refers to the difference in cost of a retiree between original cost of retirement (with no incentive) and the cost of the retiree participating in an early retirement incentive offering.

The excess liability is calculated by a licensed actuary. Upon the plan's approval and the identification of the participants the excess liability is confirmed and apportioned over the next ten years of the employers' annual retirement assessment. In past years, certain liabilities calculated for other offerings, were apportioned over the entire funding schedule which currently runs through 2035.

Segal Consulting was engaged to make projections of the excess liability for Barnstable County. Employee data, some of which was provided by the Barnstable County Retirement Association, was provided by the County to Segal Consulting. Segal analyzed the data and made projections for a maximum of 20 participants prioritized by the years of credible service of each, the average cost of eligible employees, and the employees with the greatest excess liability. The projected excess liability ranged from \$230K to \$280K based on a conservative set of assumptions

These numbers are estimates based on assumptions of participation. Not all eligible employees will participate. The excess liability will be born by the County general operations, the Dredge Fund, the Septic Loan Fund, and the Cape Cod Commission according to management. The administration may consider an increase in the maximum number of participants.

HISTORICAL COSTS

Employees of Barnstable County have participated in early retirement incentive programs in the past. The programs introduced in 2002 and 2003 were structured differently and in the case of the 2002 at least, it has been suggested that employers did not have enough control over the design and implementation ending up with an unlimited number of retirees, no cost control and a liability that stretched through 2035 which is the end of the funding schedule.

The numbers for Barnstable County have played out as follows:

Early Retirement Incentive Program – 2002

Program Participants	28
Group 1:	County Hospital - 2
	County – All Other - 9
Group 2:	County – All Other- 1
Group 4:	County – Sheriff’s Dept.- 16

FY2017 Charges for all ERI participants, benefits payable to retirees, spouses and others

County Hospital \$7,722

County – All Other \$89,680

Sheriff’s Dept.

**The Retiree Sheriff 2002 ERI is included in the total of the County Sheriff Liability, reported in 2017 at \$1,359,250.*

Segal Consulting projected the increase thru 2035 to rise at 6.30% annually.

Early Retirement Incentive Program – 2003

Program Participants	6
Group 1:	County – All Other- 6

FY2017 Charges for all ERI participants, benefits payable to retirees, spouses and others

County – All Other \$28,320

Segal Consulting projected the increase thru 2035 to rise at 6.30% annually.

Barnstable County did not participate in the 2010 Early Retirement Incentive Program. The excess liability for the 2010 offering is scheduled to be repaid in 10 years, the final payment due by the participating employers in 2022.

LEGISLATION

Numerous cities, towns, districts and other governmental units joined the Commonwealth in past early retirement incentive programs. The County joined in the offerings of 2002 and 2003. (See Historical Costs). There was an early retirement incentive program in 2010. Barnstable County had no participants.

Early retirement incentive programs are enabled by legislation. The plan must be submitted to the Public Employee Retirement Administration Commission (PERAC) for approval. Additionally, participating employees are required to be actively employed and contributing members of the system to which the employer belongs on the dates of application and retirement. No employee who is fully vested can participate as there is no benefit to the employee and no savings to the employer. Some programs limit the number accepted into the program and further limit the numbers by department. In some instances, positions are identified to be so critical to the employer that they cannot be included in the program however we usually see this where the program further requires the elimination of vacated positions.

Program restrictions are management decisions based on the strategic plan for the organization, the projection of future costs and affordability. Early retirement incentive programs also can help avoid workforce reductions by layoffs.

Legislated early retirement incentive programs are usually date driven from the date of the bill's passage.

Our review of prior legislation included but was not limited to the following:

H.2566 AN ACT PROVIDING FOR AN EARLY RETIREMENT INCENTIVE PROGRAM FOR EMPLOYEES OF THE MASSACHUSETTS PORT AUTHORITY (190TH)

S.1402 AN ACT PROVIDING FOR AN EARLY RETIREMENT INCENTIVE FOR STATE EMPLOYEES (189TH)

H.61 AN ACT PROVIDING FOR AN EARLY RETIREMENT INCENTIVE PROGRAM (189TH)

H.3189 AN ACT PROVIDING FOR AN EARLY RETIREMENT INCENTIVE PROGRAM (189TH)

H.4107 An Act to Establish an Early Retirement Incentive Program for Barnstable County was passed by our legislators and signed by Governor Baker on December 28th, 2018.

OTHER REQUIREMENTS

Eligible employees will be further considered only if an application is submitted by the established deadline, in proper form and complete.

Each employee must agree to meet with the HR Assistant Director of the County within the time frame prescribed by the County as a condition of participation in the program.

Each employee must attend a counseling session with the Barnstable County Retirement Association within the time frame prescribed by the County. The Barnstable County Retirement Association will confirm the meetings.

Each employee must agree to file an application for a super-annuation retirement with the Barnstable County Retirement Association as a condition of participation in the program.

OTHER CONSIDERATIONS

Based on further management discussions and to assure a successful early retirement incentive program, other considerations will be deliberated and incorporated into the management plan going forward.

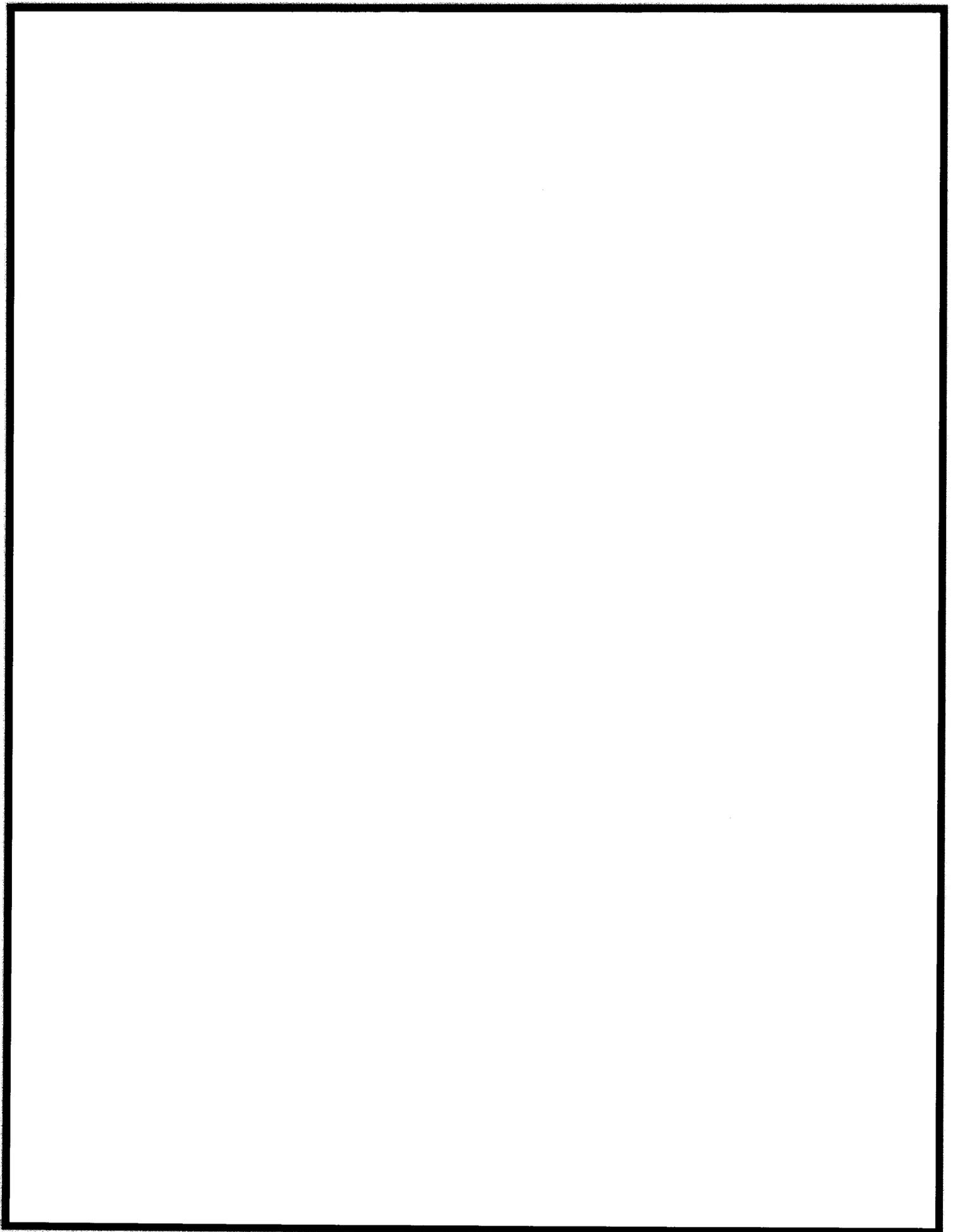
These other considerations will be the foundation of the budget for personnel and fringes in future years and may include such mandates as:

- The exhaustive review of how departments are structured and staffed to increase efficiencies, eliminate redundancies, and focus back on the mission of the County by Charter.
- The adoption of a strict hiring policy which requires the assessment of need and affordability.
- The requirement that no department or division which provides services to the towns exceeds cost limitations established by the County in their annual budget.
- Increasing the contribution rates for health, dental and life insurances for new employees.
- Modification of plan designs for certain health plans, including the increases of co-pays and deductibles.
- The elimination of certain high cost plans for new employees.
- The periodic review of certain practices for increases and stipends.
- The periodic review of insurance for elected officials.

APPENDIX

HOUSE NO. 4107

AN ACT TO ESTABLISH AN EARLY RETIREMENT INCENTIVE PROGRAM FOR
BARNSTABLE COUNTY



HOUSE No. 4107

The Commonwealth of Massachusetts

PRESENTED BY:

Timothy R. Whelan

To the Honorable Senate and House of Representatives of the Commonwealth of Massachusetts in General Court assembled:

The undersigned legislators and/or citizens respectfully petition for the adoption of the accompanying bill:

An Act To Establish an Early Retirement Incentive Program for Barnstable County.

PETITION OF:

NAME:	DISTRICT/ADDRESS:
<i>Timothy R. Whelan</i>	<i>1st Barnstable</i>
<i>William L. Crocker, Jr.</i>	<i>2nd Barnstable</i>
<i>Randy Hunt</i>	<i>5th Barnstable</i>
<i>Viriato M. deMacedo</i>	<i>Plymouth and Barnstable</i>
<i>Sarah K. Peake</i>	<i>4th Barnstable</i>
<i>Julian Cyr</i>	<i>Cape and Islands</i>
<i>David T. Vieira</i>	<i>3rd Barnstable</i>

HOUSE No. 4107

By Mr. Whelan of Brewster, a petition (subject to Joint Rules 12 and 7A) of Timothy R. Whelan and others for legislation to establish an early retirement incentive program for Barnstable County. Public Service.

The Commonwealth of Massachusetts

In the One Hundred and Ninetieth General Court
(2017-2018)

An Act To Establish an Early Retirement Incentive Program for Barnstable County.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

Section 1. Notwithstanding subsection (g) of section 66 of chapter 188 of the Acts of 2010 to the contrary, the County Commissioners of the County of Barnstable may establish and implement an early retirement incentive program for county employees as otherwise provided in section 66 of said chapter 188 and subject to the following provisions:

(i) The County Administrator shall submit a plan to the public employee administration commission for approval within two (2) months after the effective date of this act;

(ii) Once the plan has been approved, the County Administrator shall submit a plan to the Board of County Commissioners for acceptance no later than the next meeting of the Board of County Commissioners at which the plan can be practically submitted;

(iii) Within one month after the plan has been accepted by the Board of County Commissioners, the County Administrator shall publish and make the approved plan available to the employees;

(iv) The County Administrator shall require employees to participate within two (2) months of the plan's publication;

(v) The County Administrator shall determine which employees shall be allowed to participate in the program and shall notify those employees within one (1) month of the application deadline; and

(vi) The County Administrator shall require that participating employees shall retire within two (2) months of notification of acceptance.

Section 2. This act shall take effect upon its passage.

Amendment #1 to H4107

Floor Amendment

Mr. Speliotis of Danvers moves to amend the bill by inserting after section 1 the following section:

“SECTION 1A. The county administrator, with the approval of the commissioners of Barnstable county, may fill county department position vacated as a result of participation by an eligible employee in the retirement incentive program vacated by such participation; provided, however, that the total annualized cost of regular compensation paid out by the county in fiscal year 2019 for all refilled positions shall not exceed 20 per cent of the total annualized cost of regular compensation that would have been paid out by the county during fiscal year 2019 for positions vacated in county pursuant to the retirement incentive program had the positions not been vacated; and provided further, that the total annualized cost of regular compensation paid out by the county in fiscal year 2019 for all refilled positions shall not exceed 20 per cent of the total annualized cost of regular compensation which would have been paid out by the county during fiscal year 2019 for the positions vacated in the county pursuant to the retirement incentive program had the positions not been vacated.

An employee retired under this act shall not be re-employed in county service, whether as a consultant, an independent contractor or a person whose regular duties require time devoted to county service, within 30 days after the date of retirement.”

AGENDA ITEM 8b

Authorizing Special Counsel to add additional Counsel in the matter of Barnstable County v. 3M Company, et al.

**CONFIDENTIAL ADDENDUM TO ATTORNEY SERVICES
AGREEMENT BETWEEN BARNSTABLE COUNTY AND
SL ENVIRONMENTAL LAW GROUP, PC AND KENNEDY & MADONNA, LLP**

On December 25, 2016, Barnstable County (“Client”) signed a Joint Agreement with SL Environmental Law Group PC (“SL”) and Kennedy & Madonna, LLP (“KM”) to represent Client in a civil action in Massachusetts Superior Court and/or U.S. District Court, including any appeals and interim appeals, against manufacturers of Aqueous Fire Fighting Foam (“AFFF”) for costs necessary to protect public health, safety, welfare and the environment, property damages and other appropriate relief caused by the defendants (the “Action”).

Paragraph 9 of the December 25, 2016 Attorney Services Agreement reads as follows:

9. DIVISION OF ATTORNEY’S FEES. Attorney may divide Attorney’s fees received for the legal services provided under this Agreement with another attorney or law firm retained as associate counsel. The terms of such division, if any, will be disclosed to Client. Attorney and Client agree that such a division may be made only with Client’s written consent after a full disclosure to Client in writing that a division of fees will be made and of the terms of such division. A decision by Attorney to retain associate counsel shall be subject to Client’s approval, which shall not be withheld unreasonably.

Pursuant to paragraph 9, SL and KM hereby notifies Client and requests its consent to associate with the following firms on Client’s case.

Douglas and London, P.C.
59 Maiden Lane, 5th Floor
New York, NY 10038

Kelley Drye & Warren, LLP
515 Post Oak Blvd., Suite 900
Houston, TX 77027

Taft Stettinius & Hollister, LLP
425 Walnut St., Suite 1800
Cincinnati, OH 45202

Levin Papantonio Thomas Mitchell Rafferty & Proctor, P.A.
316 S. Baylen Street
Pensacola, FL 32502

AGENDA ITEM 8c

Authorizing the approval of a reimbursement request from Kristy Senatori, Executive Director of the Cape Cod Commission, for the period of November 15, 2018 through February 27, 2019



**EMPLOYEE / ELECTED OFFICIAL
REIMBURSEMENT FORM**

Kristy Senatori
EMPLOYEE NAME

24652
EMPLOYEE VENDOR CODE#

Cape Cod Commission
DEPARTMENT

FOR THE MONTH OF 11/15/18 - 12/31/18

ALLOCATION OF CHARGES

ACCOUNT NUMBER	AMOUNT
0105002-5282	216.37
TOTAL CHARGES	216.37

I certify that the foregoing is a true statement of the actual and proper cost of transportation and other necessary expenses incurred in the performance of official duties, and that I have paid the same:

Kristy Senatori
Signature of Employee requesting reimbursement

3/11/19
Date

Approved and Ordered Paid:

Ron Bergstrom, Mary Pat Flynn, Ron Beaty



3225 Main St, Barnstable, MA 02630 to Cape Cod Chamber of Commerce

Drive 3.5 miles, 9 min

11/15/18

3225 Main St

Barnstable, MA 02630

Continue to Main St

- 36 s (456 ft)
- ↑ 1. Head southwest toward Main St
- 190 ft
- ↗ 2. Turn right toward Main St
- 266 ft

Take Phinneys Ln and Attucks Ln/Old Rte 132 St to Patti Page Way

- 8 min (3.3 mi)
- ↗ 3. Turn right onto Main St
- 0.2 mi
- ↗ 4. Turn right onto Hyannis-Barnstable Rd
- 0.5 mi
- ↑ 5. Continue onto Phinneys Ln
- 1.2 mi
- ↗ 6. Turn right onto Attucks Ln/Old Rte 132 St
- 0.6 mi
- ↗ 7. Use the middle lane to turn right onto Iyannough Rd
- 0.4 mi
- ↖ 8. Turn left onto Shootflying Hill Rd
- 0.5 mi
- ↗ 9. Turn right onto Patti Page Way
- 15 s (194 ft)

Cape Cod Chamber of Commerce

5 Patti Page Way, Centerville, MA 02632

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.



3225 Main St, Barnstable, MA 02630 to Barnstable Town Hall

Drive 4.8 miles, 15 min

11/15/18

3225 Main St

Barnstable, MA 02630

Continue to Main St

- 36 s (456 ft)
- ↑ 1. Head southwest toward Main St
- 190 ft
- ↗ 2. Turn right toward Main St
- 266 ft

Take Hyannis-Barnstable Rd and Phinneys Ln to Kidd's Hill Rd

- 3 min (1.2 mi)
- ↗ 3. Turn right onto Main St
- 0.2 mi
- ↗ 4. Turn right onto Hyannis-Barnstable Rd
- 0.5 mi
- ↑ 5. Continue onto Phinneys Ln
- 0.5 mi
- ↖ 6. Turn left onto Kidd's Hill Rd
- 2 min (0.8 mi)

Drive along Iyannough Rd and Barnstable Rd

- 9 min (2.6 mi)
- ↗ 7. Turn right onto Independence Dr
- 0.6 mi
- ↖ 8. Turn left onto Iyannough Rd
- i** Pass by IHOP (on the left)
- 0.8 mi
- 🌀 9. At the traffic circle, take the 3rd exit onto Barnstable Rd
- 0.9 mi
- ↗ 10. Turn right onto Main St
- 0.2 mi
- ↖ 11. Turn left onto Pearl St
- 0.1 mi
- ↖ 12. Turn left onto South St
- 400 ft

Drive to your destination

30 s (210 ft)

 13. Turn left

46 ft

 14. Turn right

 Destination will be on the left

164 ft

Barnstable Town Hall

367 Main St, Hyannis, MA 02601

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.



3225 Main St, Barnstable, MA to Resort and Conference Center at Hyannis

Drive 4.9 miles, 12 min

12/4/18

3225 Main St

Barnstable, MA 02630

Continue to Main St

36 s (456 ft)

↑ 1. Head southwest toward Main St

190 ft

↗ 2. Turn right toward Main St

266 ft

Take Phinneys Ln and Pitchers Way to Scudder Ave

12 min (4.8 mi)

↗ 3. Turn right onto Main St

0.2 mi

↗ 4. Turn right onto Hyannis-Barnstable Rd

0.5 mi

↑ 5. Continue onto Phinneys Ln

1.3 mi

↶ 6. Turn left onto Iyannough Rd

0.2 mi

↗ 7. Slight right onto Bearses Way

0.1 mi

↗ 8. Slight right onto Pitchers Way

i Pass by Jiffy Lube (on the right)

1.8 mi

↶ 9. Turn left onto W Main St

i Pass by Papa John's Pizza (on the right)

0.4 mi

⦿ 10. At the traffic circle, take the 1st exit onto Scudder Ave

0.1 mi

Resort and Conference Center at Hyannis

35 Scudder Ave, Hyannis, MA 02601

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.



3225 Main St, Barnstable, MA to The Cultural Center of Cape Cod

Drive 7.9 miles, 16 min

12/10/18

3225 Main St

Barnstable, MA 02630

- ↑ 1. Head southwest toward Main St
----- 190 ft
- ↘ 2. Turn right toward Main St
----- 266 ft
- ↘ 3. Turn right onto Main St
----- 4.1 mi
- ↘ 4. Turn right onto Union St
----- 1.4 mi
- ↑ 5. Continue onto Station Ave
----- 2.1 mi
- ↘ 6. Turn right onto N Main St
----- 253 ft
- ↑ 7. Continue onto Old Main St
----- 0.1 mi

Destination will be on the left

The Cultural Center of Cape Cod

307 Old Main St, South Yarmouth, MA 02664

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.



3225 Main St, Barnstable, MA to UMass Lowell Inn & Conference Center

Drive 103 miles, 1 h 43 min

12/12/18

3225 Main St

Barnstable, MA 02630

Get on US-6 W from Main St and Iyannough Rd

8 min (3.3 mi)

- 1. Head southwest toward Main St
190 ft
- 2. Turn right toward Main St
266 ft
- 3. Turn left onto Main St
2.4 mi
- 4. Turn left onto Iyannough Rd
0.6 mi
- 5. Turn right
0.1 mi
- 6. Take the ramp onto US-6 W
0.2 mi

Continue on US-6 W. Take MA-3 N, I-95 N and US-3 N to Gorham St in Lowell

1 h 33 min (98.7 mi)

- 7. Merge onto US-6 W
13.4 mi
- 8. Continue onto MA-3 N
14.7 mi
- 9. Continue onto MA-3 N/US-44
0.5 mi
- 10. Continue onto MA-3 N
27.0 mi
- 11. Use the left 2 lanes to take exit 20A for I-93 S toward I-95/Canton
0.6 mi
- 12. Merge onto I-93
6.1 mi
- 13. Continue onto US-1 S
0.6 mi
- 14. Continue onto I-95 N
22.6 mi
- 15. Take exit 32A-32B for US-3 N toward Lowell
0.8 mi

- ↑ 16. Continue onto US-3 N 9.5 mi
- ↗ 17. Keep right at the fork to continue on Lowell Connector, follow signs for I-495 N/Lawrence 2.9 mi

Continue on Gorham St. Drive to George St

3 min (0.6 mi)

- ↶ 18. Use any lane to turn left onto Gorham St 0.3 mi
- ↷ 19. Gorham St turns right and becomes Veterans Way 0.1 mi
- ↷ 20. Turn right onto Church St 463 ft
- ↶ 21. Turn left onto George St 440 ft

i Destination will be on the left

UMass Lowell Inn & Conference Center

Lowell, MA 01852

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.



3225 Main St, Barnstable, MA to Massachusetts Department of Environmental Protection

Drive 43.5 miles, 48 min

12/18/18

3225 Main St

Barnstable, MA 02630

Get on US-6 W from Main St and Iyannough Rd

8 min (3.3 mi)

- ↑ 1. Head southwest toward Main St
190 ft
- 2. Turn right toward Main St
266 ft
- ↶ 3. Turn left onto Main St
2.4 mi
- ↶ 4. Turn left onto Iyannough Rd
0.6 mi
- 5. Turn right
0.1 mi
- ⤴ 6. Take the ramp onto US-6 W
0.2 mi

Continue to Bourne. Take the US-6 W exit from US-6 W

14 min (13.7 mi)

- ⤴ 7. Merge onto US-6 W
13.4 mi
- 8. Take the US-6 W exit toward Buzzards Bay
0.2 mi

Get on MA-25 W

6 min (4.5 mi)

- ↑ 9. Continue onto US-6 W
3.6 mi
- ⦿ 10. At the traffic circle, take the 2nd exit onto the MA-28 S/MA-25 W ramp to Falmouth the Islands/I-495
0.2 mi
- ⤴ 11. Keep left at the fork, follow signs for MA-25 W/Interstate 195/Interstate 495 and merge onto MA-25 W
0.7 mi

Follow MA-25 W and I-495 N to MA-105 S/S Main St in Middleborough. Take exit 4 from I-495 N

-  12. Merge onto MA-25 W 19 min (21.3 mi)
- 9.2 mi
-  13. Continue onto I-495 N 11.9 mi
-  14. Take exit 4 for Massachusetts 105 toward Middleboro Center/Lakeville 0.2 mi

Continue on MA-105 S/S Main St to your destination in Lakeville

- 3 min (0.7 mi)
-  15. Turn left onto MA-105 S/S Main St 0.5 mi
-  16. Turn left onto Riverside Dr 0.1 mi
-  17. Turn right
 -  Destination will be on the left413 ft

Massachusetts Department of Environmental Protection

20 Riverside Dr, Lakeville, MA 02347

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.



3225 Main St, Barnstable, MA to Home Builders & Remodelers Association of Cape Cod

Drive 3.5 miles, 8 min

12/20/18

3225 Main St

Barnstable, MA 02630

Continue to Main St

36 s (456 ft)

↑ 1. Head southwest toward Main St

190 ft

↗ 2. Turn right toward Main St

266 ft

Take Phinneys Ln and Attucks Ln/Old Rte 132 St to Patti Page Way

8 min (3.3 mi)

↗ 3. Turn right onto Main St

0.2 mi

↗ 4. Turn right onto Hyannis-Barnstable Rd

0.5 mi

↑ 5. Continue onto Phinneys Ln

1.2 mi

↗ 6. Turn right onto Attucks Ln/Old Rte 132 St

0.6 mi

↗ 7. Use the middle lane to turn right onto Hyannough Rd

0.4 mi

↖ 8. Turn left onto Shootflying Hill Rd

0.5 mi

↗ 9. Turn right onto Patti Page Way

15 s (194 ft)

Home Builders & Remodelers Association of Cape Cod

3 Patti Page Way, Centerville, MA 02632

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.



**EMPLOYEE / ELECTED OFFICIAL
REIMBURSEMENT FORM**

Kristy Senatori
EMPLOYEE NAME

24652
EMPLOYEE VENDOR CODE#

Cape Cod Commission
DEPARTMENT

FOR THE MONTH OF 1/1/19 - 2/27/19

ALLOCATION OF CHARGES

<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>
0105002-5282	388.18
0105002-5281	786.53
TOTAL CHARGES	1,174.71

I certify that the foregoing is a true statement of the actual and proper cost of transportation and other necessary expenses incurred in the performance of official duties, and that I have paid the same:

Kristy Senatori 3/11/19
Signature of Employee requesting reimbursement Date

Approved and Ordered Paid:

Ron Bergstrom, Mary Pat Flynn, Ron Beaty

IN-STATE TRAVEL													
Expense incurred in traveling in performance of official duties.													
		0.58 per mile AUTO HIRE		ODOMETER		\$43.06/day max for in-state MEALS							
Date	From	To and Return	Miles	Amount	Begin	End	Misc.	Transportation & Parking	Hotel	Breakfast	Lunch	Dinner	TOTAL
1/10/2019	Barnstable	Falmouth	44	25.520						7.89	13.34	21.83	25.520
1/11/2019	Barnstable	Hyannis	10	5.800									5.800
1/14/2019	Barnstable	Mashpee	28	16.240									16.240
1/15/2019	Barnstable	Hyannis	6	3.480									3.480
1/22/2019	Barnstable	Hyannis	7	4.060									4.060
1/25/2019	Barnstable	Boston	138	80.040				28.00					108.040
1/29/2019	Barnstable	Hyannis	9	5.220									5.220
1/31/2019	Barnstable	Yarmouth	16	9.280									9.280
2/1/2019	Barnstable	Boston	138	80.040									80.040
2/7/2019	Barnstable	Hyannis	9	5.220									5.220
2/11/2019	Barnstable	Hyannis	10	5.800									5.800
2/13/2019	Barnstable	Sandwich	24	13.920									13.920
2/19/2019	Barnstable	Falmouth	44	25.520									25.520
2/22/2019	Barnstable	Boston	138	80.040									80.040
Totals:			621	360.180			0.00	28.00	0.00	0.00	0.00	0.00	388.180

OUT-OF-STATE TRAVEL													
Pre-Approved expense(s) incurred in traveling in performance of official duties.													
		0.58 per mile AUTO HIRE		ODOMETER		2019 GSA STANDARD MEAL & INCIDENTAL ALLOWANCE							
Date	From	To and Return	Miles	Amount	Begin	End	Misc.	Transportation & Parking	Hotel	Breakfast	Lunch	Dinner	TOTAL
2/25/2019	Barnstable	Boston	69	40.02									40.02
	Boston	Redlands, CA		0.00				246.60	228.88	2.66	12.28		490.42
2/27/2019	Redlands, CA	Boston		0.00			19.59	68.01		9.70	8.78	4.99	111.07
2/27/2019	Boston	Barnstable	69	40.02				105.00					145.02
				0.00									0.00
				0.00									0.00
Totals:			138	80.04			19.59	419.61	228.88	12.36	21.06	4.99	786.53

EMPLOYEE / ELECTED OFFICIAL REIMBURSEMENT FORM

EMPLOYEE NAME

Kristy Senatori

EMPLOYEE VENDOR CODE #

24652

DEPARTMENT

Cape Cod Commission

DATE

TRIP PURPOSE

1/10/2019 Cape Town Managers meeting - Presentation on Water Protection Fund

1/11/2019 Cape Cod Healthcare CEO meeting/interview

1/14/2019 Southport - invited speaker

1/15/2019 CapeAir CEO meeting/interview

1/22/2019 Cape Cod Five CEO meeting/interview

1/25/2019 MARPA

1/29/2019 Climate Change Meeting - Regional Transit Authority - invited speaker

1/31/2019 CEDS Kick off meeting at Cultural Center of Cape Cod

2/1/2019 Meeting at State House re: Cape & Islands Water Protection Fund

2/7/2019 Regional Transportation Plan Listening Session at RTA

2/11/2019 Community Resiliency by Design meeting at Barnstable Town Hall

2/13/2019 Meeting with Sandwich Town Manager

2/19/2019 WCAI The Point radio show with Mindy Todd

2/22/2019 Meeting with EPA/DEP re: 208 update, implementation, progress reports

2/25-2/27/19 ESRI Geodesign Summit (Redlands, CA) - invited speaker, complimentary registration

MASSACHUSETTS
CONVENTION CENTER
AUTHORITY

Boston Common
Garage

MASSACHUSETTS
CONVENTION CENTER
AUTHORITY

209188

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Thank you for Parking with us

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**EMPLOYEE / ELECTED OFFICIAL
REIMBURSEMENT FORM**

Kristy Senatori
EMPLOYEE NAME

24652
EMPLOYEE VENDOR CODE#

Cape Cod Commission
DEPARTMENT

FOR THE MONTH OF 1/1/19 - 2/27/19

ALLOCATION OF CHARGES

ACCOUNT NUMBER	AMOUNT
0105002-5282	388.18
0105002-5281	786.53
TOTAL CHARGES	1,174.71

I certify that the foregoing is a true statement of the actual and proper cost of transportation and other necessary expenses incurred in the performance of official duties, and that I have paid the same:

Kristy Senatori
Signature of Employee requesting reimbursement

3/11/19
Date

Approved and Ordered Paid:

Ron Bergstrom, Mary Pat Flynn, Ron Beaty

IN-STATE TRAVEL													
Expense incurred in traveling in performance of official duties.													
		0.58 per mile AUTO HIRE		ODOMETER		\$43.06/day max for in-state MEALS							
Date	From	To and Return	Miles	Amount	Begin	End	Misc.	Transportation & Parking	Hotel	Breakfast	Lunch	Dinner	TOTAL
1/10/2019	Barnstable	Falmouth	44	25.520						7.89	13.34	21.83	25.520
1/11/2019	Barnstable	Hyannis	10	5.800									5.800
1/14/2019	Barnstable	Mashpee	28	16.240									16.240
1/15/2019	Barnstable	Hyannis	6	3.480									3.480
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1/25/2019	Barnstable	Boston	138	80.040				28.00					108.040
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2/13/2019	Barnstable	Sandwich	24	13.920									13.920
2/19/2019	Barnstable	Falmouth	44	25.520									25.520
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			Totals:	621	360.180		0.00	28.00	0.00	0.00	0.00	0.00	388.180

OUT-OF-STATE TRAVEL													
Pre-Approved expense(s) incurred in traveling in performance of official duties.													
		0.58 per mile AUTO HIRE		ODOMETER		2019 GSA STANDARD MEAL & INCIDENTAL ALLOWANCE							
Date	From	To and Return	Miles	Amount	Begin	End	Misc.	Transportation & Parking	Hotel	Breakfast	Lunch	Dinner	TOTAL
2/25/2019	Barnstable	Boston	69	40.02									40.02
	Boston	Redlands, CA		0.00				246.60	228.88	2.66	12.28		490.42
2/27/2019	Redlands, CA	Boston		0.00			19.59	68.01		9.70	8.78	4.99	111.07
2/27/2019	Boston	Barnstable	69	40.02				105.00					145.02
				0.00									0.00
				0.00									0.00
			Totals:	138	80.04		19.59	419.61	228.88	12.36	21.06	4.99	786.53

EMPLOYEE / ELECTED OFFICIAL REIMBURSEMENT FORM

EMPLOYEE NAME

Kristy Senatori

EMPLOYEE VENDOR CODE #

24652

DEPARTMENT

Cape Cod Commission

DATE

TRIP PURPOSE

1/10/2019 Cape Town Managers meeting - Presentation on Water Protection Fund

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MASSACHUSETTS
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Boston Common
Garage

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CONVENTION CENTER
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3225 Main St, Barnstable, MA to Cape Cod Hospital

Drive 5.0 miles, 15 min

1/11/19

3225 Main St

Barnstable, MA 02630

Continue to Main St

- 36 s (456 ft)
- ↑ 1. Head southwest toward Main St
- 190 ft
- ↗ 2. Turn right toward Main St
- 266 ft

Take Phinneys Ln and Iyannough Rd to Center St

- 11 min (4.2 mi)
- ↗ 3. Turn right onto Main St
- 0.2 mi
- ↗ 4. Turn right onto Hyannis-Barnstable Rd
- 0.5 mi
- ↑ 5. Continue onto Phinneys Ln
- 1.3 mi
- ↶ 6. Turn left onto Iyannough Rd
 - 📍 Pass by IHOP (on the left in 0.9 mi)
- 1.5 mi
- 📍 7. At the traffic circle, take the 3rd exit onto Barnstable Rd
- 0.6 mi
- ↶ 8. Turn left onto Center St
- 1 min (0.3 mi)

Continue on Main St to Gleason St

- 1 min (0.4 mi)
- ↶ 9. Turn left onto Main St
- 0.3 mi
- ↗ 10. Turn right onto Lewis Bay Rd
- 413 ft

Continue on Gleason St to your destination

- 55 s (0.1 mi)
- ↶ 11. Turn left onto Gleason St
- 154 ft
- ↗ 12. Turn right
- 240 ft

↩ 13. Turn left

131 ft

⤴ 14. Sharp left

46 ft

Cape Cod Hospital

27 Park St, Hyannis, MA 02601

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.



3225 Main St, Barnstable, MA to Southport, Southport Drive, Mashpee, MA

Drive 14.1 miles, 28 min

1/14/19

3225 Main St

Barnstable, MA 02630

Take Pinneys Ln to MA-28 N/Falmouth Rd

9 min (4.1 mi)

- ↑ 1. Head southwest toward Main St
190 ft
- ↘ 2. Turn right toward Main St
266 ft
- ↘ 3. Turn right onto Main St
0.2 mi
- ↘ 4. Turn right onto Hyannis-Barnstable Rd
0.5 mi
- ↑ 5. Continue onto Pinneys Ln
3.3 mi
- ↗ 6. Slight right onto MA-28 N/Falmouth Rd

14 min (8.0 mi)

Follow Old Barnstable Rd to your destination

5 min (2.0 mi)

- ↘ 7. Turn right onto Old Barnstable Rd
0.9 mi
 - ↙ 8. Turn left to stay on Old Barnstable Rd
0.9 mi
 - ↘ 9. Turn right onto Southport Dr
482 ft
 - ↘ 10. Turn right
 - 📍 Destination will be on the right
- 354 ft

Southport

23 Southport Dr, Mashpee, MA 02649

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.



Cape Cod Commission, Barnstable County to 171 Falmouth Road, Hyannis, MA

Drive 3.7 miles, 11 min

1/22/19

Cape Cod Commission, Barnstable County

3225 Main St, Barnstable, MA 02630

Continue to Main St

36 s (459 ft)

↑ 1. Head west toward Main St

194 ft

↗ 2. Turn right toward Main St

266 ft

Drive along Phinneys Ln and Bearses Way

9 min (3.5 mi)

↗ 3. Turn right onto Main St

0.2 mi

↗ 4. Turn right onto Hyannis-Barnstable Rd

0.5 mi

↑ 5. Continue onto Phinneys Ln

1.3 mi

↶ 6. Turn left onto Iyannough Rd

0.2 mi

↗ 7. Slight right onto Bearses Way

1.0 mi

↶ 8. Turn left onto Falmouth Rd

0.3 mi

Drive to your destination

1 min (0.1 mi)

↗ 9. Turn right

495 ft

↗ 10. Turn right

52 ft

↗ 11. Turn right

i Destination will be on the left

125 ft

171 Falmouth Rd

Hyannis, MA 02601

These directions are for planning purposes only. You may find that construction projects, traffic,



Cape Cod Commission, Barnstable County to Hyannis Transportation Center Drive 4.4 miles, 13 min

1/29/19 & 2/7/19

Cape Cod Commission, Barnstable County

3225 Main St, Barnstable, MA 02630

Continue to Main St

- 36 s (459 ft)
- ↑ 1. Head west toward Main St
- 194 ft
- ↗ 2. Turn right toward Main St
- 266 ft

Take Hyannis-Barnstable Rd and Phinneys Ln to Kidd's Hill Rd

- 3 min (1.2 mi)
- ↗ 3. Turn right onto Main St
- 0.2 mi
- ↗ 4. Turn right onto Hyannis-Barnstable Rd
- 0.5 mi
- ↑ 5. Continue onto Phinneys Ln
- 0.5 mi
- ↙ 6. Turn left onto Kidd's Hill Rd
- 2 min (0.8 mi)

Take Iyannough Rd to Center St

- 6 min (2.0 mi)
- ↗ 7. Turn right onto Independence Dr
- 0.6 mi
- ↙ 8. Turn left onto Iyannough Rd
 - ⓘ Pass by IHOP (on the left)
- 0.8 mi
- 🌀 9. At the traffic circle, take the 3rd exit onto Barnstable Rd
- 0.6 mi
- ↙ 10. Turn left onto Center St
- 1 min (0.3 mi)
- ↙ 11. Turn left onto Main St
- 12 s (217 ft)

↩ 12. Turn left

25 s (115 ft)

Hyannis Transportation Center

Barnstable, MA 02601

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.



Cape Cod Commission, Barnstable County to The Cultural Center of Cape Cod

Drive 7.9 miles, 16 min

1/31/19

Cape Cod Commission, Barnstable County

3225 Main St, Barnstable, MA 02630

- ↑ 1. Head west toward Main St
194 ft
- ↻ 2. Turn right toward Main St
266 ft
- ↻ 3. Turn right onto Main St
4.1 mi
- ↻ 4. Turn right onto Union St
1.4 mi
- ↑ 5. Continue onto Station Ave
2.1 mi
- ↻ 6. Turn right onto N Main St
253 ft
- ↑ 7. Continue onto Old Main St
 - ⓘ Destination will be on the left
0.1 mi

The Cultural Center of Cape Cod

307 Old Main St, South Yarmouth, MA 02664

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.



Cape Cod Commission, Barnstable County to Barnstable Town Hall, Barnstable, MA

Drive 4.8 miles, 15 min

2/11/19

Cape Cod Commission, Barnstable County

3225 Main St, Barnstable, MA 02630

Continue to Main St

- 36 s (459 ft)
- ↑ 1. Head west toward Main St
- 194 ft
- ↗ 2. Turn right toward Main St
- 266 ft

Take Hyannis-Barnstable Rd and Phinneys Ln to Kidd's Hill Rd

- 3 min (1.2 mi)
- ↗ 3. Turn right onto Main St
- 0.2 mi
- ↗ 4. Turn right onto Hyannis-Barnstable Rd
- 0.5 mi
- ↑ 5. Continue onto Phinneys Ln
- 0.5 mi
- ↶ 6. Turn left onto Kidd's Hill Rd
- 2 min (0.8 mi)

Drive along Iyannough Rd and Barnstable Rd

- 9 min (2.6 mi)
- ↗ 7. Turn right onto Independence Dr
- 0.6 mi
- ↶ 8. Turn left onto Iyannough Rd
 - ⓘ Pass by IHOP (on the left)
- 0.8 mi
- ⦿ 9. At the traffic circle, take the 3rd exit onto Barnstable Rd
- 0.9 mi
- ↗ 10. Turn right onto Main St
- 0.2 mi
- ↶ 11. Turn left onto Pearl St
- 0.1 mi
- ↶ 12. Turn left onto South St
- 400 ft

Drive to your destination

30 s (210 ft)

 13. Turn left

46 ft

 14. Turn right

 Destination will be on the left

164 ft

Barnstable Town Hall

367 Main St, Hyannis, MA 02601

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.



OUT-OF-STATE TRAVEL AUTHORIZATION

Please complete the information below:

Employee Name & Title: Kristy Senatori, Executive Director

Date(s) of Travel: February 24-28, 2019

Destination: Redlands, CA

Trip Purpose:

To attend and present at the ESRI Geodesign Summit. Geodesign Summit is a great opportunity to learn about the latest advances in GIS technology and to improve efficiencies in the workflows. Conference registration is complimentary with Cape Cod Commission's ESRI licenses. Please see link below for the conference info and agenda (not available in printable format): <https://www.esri.com/en-us/about/events/geodesign-summit/overview>

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

Approximate cost(s) of:

Conference Registration Fee:	\$	-	Transportation:	\$	680.00
Hotel:	\$	475.50	Meals (\$38/day with receipts):	\$	274.50
			Total Estimated Cost(s):	\$	1,430.00

Approvals:

Please note: This is not an approval of expense reimbursement

Approved by:	<u></u>	<u>1-4-19</u>
	Department Director	Date
Approved by:	_____	_____
	County Administrator	Date

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



FY 2019 Per Diem Rates for California

I'm Interested in:

Lodging Rates

Meals & Incidentals (M&IE) Rates

Lodging by month (excluding taxes) | October 2018 - September 2019

Cities not appearing below may be located within a county for which rates are listed. To determine what county a city is located in, visit the National Association of Counties (NACO) website (a non-federal website).

[CSV](#)

[Print](#)

Primary Destination ⓘ	County ⓘ	2018 Oct	Nov	Dec	2019 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Barstow / Ontario / Victorville	San Bernardino	\$102	\$102	\$102	\$102	\$102	\$102	\$102	\$102	\$102	\$102	\$102	\$102
Palm Springs	Riverside	\$137	\$137	\$137	\$137	\$137	\$137	\$137	\$106	\$106	\$106	\$106	\$106

Meals & Incidentals (M&IE) Breakdown ⁱ

Use this table to find the following information for federal employee travel:

M&IE Total - the full daily amount received for a single calendar day of travel when that day is neither the first nor last day of travel.

Breakfast, lunch, dinner, incidentals - Separate amounts for meals and incidentals. M&IE Total = Breakfast + Lunch + Dinner + Incidentals. Sometimes meal amounts must be deducted from trip voucher. See More Information

First & last day of travel - amount received on the first and last day of travel and equals 75% of total M&IE.

[CSV](#)

[Print](#)

Primary Destination ⁱ	County ⁱ	M&IE Total	Continental Breakfast/Breakfast	Lunch	Dinner	Incidental Expenses	First & Last Day of Travel ⁱ
Barstow / Ontario / Victorville	San Bernardino	\$61	\$14	\$16	\$26	\$5	\$45.75
Palm Springs	Riverside	\$66	\$16	\$17	\$28	\$5	\$49.50

I'm Interested in:

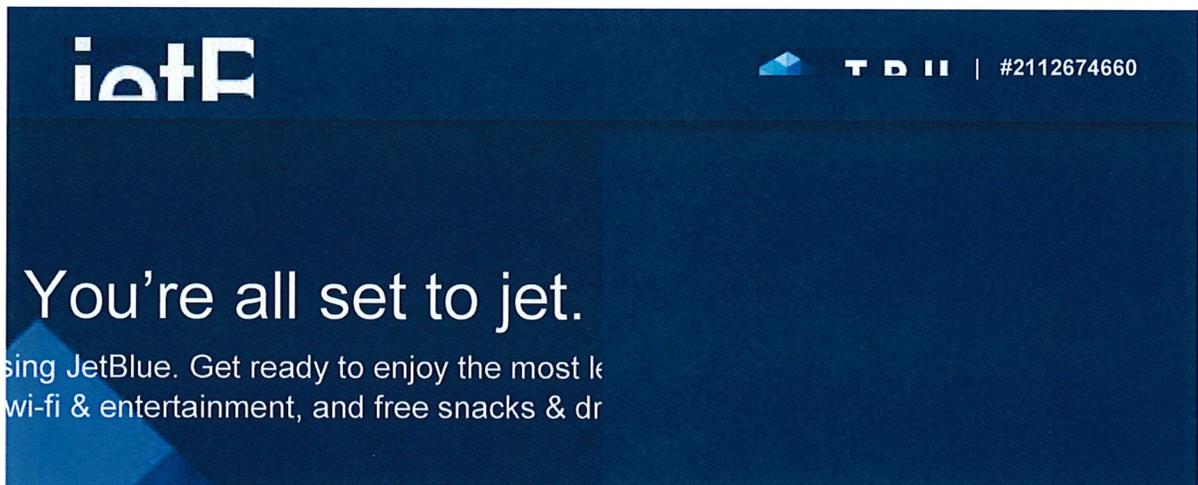
Kristy Senatori

From: Kristy Taft Senatori <kristytaft@gmail.com>
Sent: Thursday, March 7, 2019 2:33 PM
To: Kristy Senatori
Subject: Fwd: Thanks for booking JetBlue to Long Beach - VPDSLM

Begin forwarded message:

From: JetBlue Reservations <jetblueairways@email.jetblue.com>
Date: February 8, 2019 at 11:35:49 AM EST
To: kristytaft@gmail.com
Subject: Thanks for booking JetBlue to Long Beach - VPDSLM
Reply-To: JetBlue Reservations <reply@email.jetblue.com>

Check out the details for your trip on Mon, Feb 25



Please note: This is not your boarding pass.

Your confirmation code is

VPDSLM

Change made easy.

Switch or cancel flights, add extras like Even More Space or pets, update your seat assignment, TrueBlue & KTN

numbers, and other traveler details—all in one place.

Manage trip

You can also manage your trips by [downloading our free mobile app](#).

Flights

BOS

Boston, MA
Terminal: C



LGB

Long Beach, CA

Date	Mon, Feb 25
Departs	9:15am
Arrives	12:57pm
Flight	2405

iatRI

LGB

Long Beach, CA
Terminal: Main



BOS

Boston, MA

Date	Wed, Feb 27
Departs	8:55pm
Arrives	5:16am
Flight	504

iatRI

If your booking was made at least 7 days in advance, you may cancel it within 24 hours (by 02/09/2019 11:35 AM EST) without a cancellation fee. Please [click here](#) for details on our change and cancel policies.

Traveler Details

KRISTY SENATORI

Frequent Flier: B6 2112674660

Ticket number: 2792119097542

BOS - LGB:

Fare: Blue

Bags: Your Mosaic membership includes two (2) checked bags per person. You also get one (1) carry-on and one (1) personal item.*

Seat: [16F](#)

Notes: Even More Speed

LGB - BOS:

Fare: Blue

Bags: Your Mosaic membership includes two (2) checked bags per person. You also get one (1) carry-on and one (1) personal item.*

Seat: [19A](#)

Notes: Even More Speed



Get up to 7" more legroom, a fast lane to the TSA checkpoint*, and early boarding—all the better to nab that overhead bin.

[Add Even More Space ▶](#)

*Select cities

Payment Details

Master
XXXXXXXXXXXX2685

NONREF - FEE FOR
CHG/CXL

\$202.79

Taxes & fees

\$43.81

Total:

\$246.60
USD

Purchase Date: Feb 8, 2019

[Request full receipt](#)



The wheel deal.

Save with Avis and Budget when you add a car to your booking,
plus drive away with TrueBlue points on every rental.

[Add a car ▶](#)

[Flight Tracker](#)

[Bag Info](#)

[Airport Info](#)

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Hotels



Flights + Hotel
by JetBlue Vacations



Cars

Aloft Rancho Cucamonga
 10480 Fourth Street
 Rancho Cucamonga, CA 91730
 United States
 Tel: 909-484-2018 Fax: 909-484-6491



KRISTY TAFTSENATORI
 442 MAIN ST
 DENNIS, MA, 026381976

Page Number : 1
 Guest Number : 355467
 Folio ID : A
 Arrive Date : 25-FEB-19 17:23
 Depart Date : 27-FEB-19 12:46
 No. Of Guest : 1
 Room Number : 201
 Marriott Bonvoy Number : 2681

Tax Invoice

Aloft R Cucamo ONTAL FEB-27-2019 12:50 ALEX

Date	Reference	Description	Charges/Credits (USD)
25-FEB-19	RT201	Room Revenue	102.00
25-FEB-19	RT201	Room Tax	10.20
25-FEB-19	RT201	Occupancy/Tourism	2.24
26-FEB-19	RT201	Room Revenue	102.00
26-FEB-19	RT201	Room Tax	10.20
26-FEB-19	RT201	Occupancy/Tourism	2.24
27-FEB-19	MC	MasterCard/Euro-2685	-228.88

For Authorization Purpose Only

xxxxxx2685

Date	Code	Authorized
25-FEB-19	07531P	255

** Total Charges 228.88
 ** Total Credits -228.88
 *** Balance 0.00

I agreed to pay all room & incidental charges.

Continued on the next page

RECEIPT

Rental Agreement Number: 548315714
Vehicle Number: 13191964

YOUR INFORMATION

SENATORI, KRISTY
PAYMENT METHOD: MASTER XX2685

YOUR RENTAL

Picked up: LGB
Date/Time: FEB 25, 2019@01:29PM
Returned: LGB
Date/Time: FEB 27, 2019@08:29AM
Veh Group: Subcompact
Veh Charged: Intermediate
Vehicle: KIA RIO 4DR SEDAN
Odometer Out: 39912
Odometer In: 40094
Fuel Reading: Full

YOUR VEHICLE CHARGES

PR@ 44.00 44.00
YOUR TIME AND MILEAGE: 44.00

YOUR TAXABLE FEES

**11.11% FEE 5.12
VEH LICENSE RECOUP FEE 2.10

YOUR SUBTOTAL

TAXABLE SUBTOT 51.22
TAX 10.250% 5.25

YOUR NON TAXABLE ITEMS

#3.50% TAF 1.54
CUST FACILITY CHG 10.00

TOTAL CHARGES 68.01
NET CHARGES USD 68.01
YOUR TOTAL DUE: 0.00

PAID ON MASTER XX2685
**CONCESSION RECOVERY FEE
#TOURISM ASSESSMENT FEE

THANK YOU FOR RENTING WITH BUDGET

For inquiries or e-receipt visit
WWW.BUDGET.COM

Welcome to Shell

SHELL
2589 LAKEWOOD
LONG BEACH, CA
90815
57443866207
02/27/2019 84029456
08:19:21 AM

PUMP# 1
REGULAR CR 5.663G
PRICE/GAL \$3.459

FUEL TOTAL \$ 19.59

CREDIT \$ 19.59

XXXX XXXX XXXX 2685
MASTERCARD
Swiped
APPROVED
AUTH # 05351P
INV # 263509

Please come again

Receipt no 8007/0660/660 02/27/19 P.1/1
Location of your car: Level , Row

Pay Parking Ticker \$ 105.00
02/25/19 07:49 - 02/27/19 19:15
Length of stay: 2 Dy. 11 Hr. 26 Min.

Total Amount \$ 105.00
Credit Mastercard \$ 105.00
=114 6?2: 50:6 2685

Welcome to Dunkin' Donuts
Store #335416
155 Church St, Pembroke
2/25/2019 6:34:24 AM

Drive-Thru Order: 576

Register:5 Tran Seq No: 3029576
Cashier:Shelby F.

*****SALE*****

1 Bagel w/CC	2.49
Plain Bagel	
Plain CC	
Sub. Total:	\$2.49
Tax:	\$0.17
Total:	\$2.66
Discount Total:	\$0.00
Change	\$0.34
Cash Next Dollar	\$3.00

Tell us about today's visit
at www.telldunkin.com within 3 days

RECEIVE A FREE CLASSIC DONUT

on your next visit when you
purchase a Medium or Larger Beverage
Survey Code: 57604-35416-0602-2599

Enter Validation Code: _____

See restrictions on dunkindonuts.com

Visit DunkinNation.com for product
offers and news. Enter Code DD2957

LOGAN GREEN EXPRESS, LLC

300 TERMINAL C
BOSTON, MA 02128
6175671112

Cashier: Yesenia
25-Feb-2019 8:18:55A
1 Ham Sandwich \$8.99
1 Starburst \$2.49

Subtotal \$11.48
Tax \$0.80

Total \$12.28
CASH SALE \$12.28
Cash tendered \$20.00
Change \$7.72

Order F7RGGDTMC9DJ6

Aloft Ontario Rancho Cucamonga
ReFuel
10480 Fourth St.
Rancho Cucamonga, CA 91730

Contact Us: 909-484-2018
930710008 Alexis O.

CHK 16779

1 Cereal	3.00
1 Milk	3.00
1 Aquafina	3.00
Subtotal	\$9.00
Sales Tax	\$0.70
Payment	\$9.70
Cash	\$20.00
A0000000117R	

----- Check Closed -----
2/27/2019 6:09 AM

FOR ROOM CHARGES ONLY

GRATUITY _____

TOTAL _____

ROOM NUMBER _____

PRINT NAME _____

SIGNATURE _____

Thank you for dining with us!!!

0962 Long Beach Marche
Paradies Lagardere
Long Beach CA

4935 Nancy

CHK 109458 GST 1
2/27/2019 8:51 AM

1 MM TROPICAL BLEND	2.99
1 BANANA	1.25
1 BAGEL & CRM CHZ	4.00
Cash	\$10.00
Cash	-\$1.22
Food	\$5.25
Retail	\$2.99
Tax	\$0.54
Payment	\$8.78
Change Due	\$1.22

----- Check Closed -----
2/27/2019 8:51 AM

Tell us about your experience and enter
for a chance to win a \$500 GIFT CARD!

In the next 7 days, please visit
MyFoodFeedback.smg.com to take the
survey & for official sweepstakes rules.

To enter the survey, you will need to
provide specific information from
this receipt.

SURVEY CODE
1142 6859 5001 7229 9008

0962 Long Beach Marche
Paradies Lagardere
Long Beach CA

2789 Silvia

CHK 106899 GST 1
2/27/2019 10:25 AM

1 SABRA HUMMUS W/PRET	4.99
Cash	\$20.00
Cash	-\$15.01
Retail	\$4.99
Payment	\$4.99
Change Due	\$15.01

----- Check Closed -----
2/27/2019 10:25 AM

Tell us about your experience and enter
for a chance to win a \$500 GIFT CARD!

In the next 7 days, please visit
MyFoodFeedback.smg.com to take the
survey & for official sweepstakes rules.

To enter the survey, you will need to
provide specific information from
this receipt.

SURVEY CODE
5182 6099 2001 7229 6109

AGENDA ITEM 8d

Authorizing the award of contracts to Nauset Disposal and MA Frazier Disposal for the service and maintenance of portable toilets for the Towns of Brewster, Eastham and Yarmouth

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 15, 2019

MEMORANDUM

TO: County Commissioners

FROM: Elaine Davis, Chief Procurement Officer

RE: Notice of Bid Award

Barnstable County issued an Invitation for Bids for the Service and Maintenance of Portable Toilets for towns in the County. Two bids were received. Please vote to award the bids for the Towns of Brewster, Eastham and Yarmouth according to the pricing listed on the attached spreadsheet. to the responsive, responsible bidders:

Nauset Disposal
MA Frazier Disposal

The Town of Eastham has not responded.

County Commissioners:

Ronald R. Beaty, Jr.

Mary Pat Flynn

Ronald Bergstrom

Date

Porta-Potties - 4/1/2019 - 3/31/2020

Open: 2/13/2019

Town	Nauset Disposal						Fraser					
	ADA Units per unit/per day	Regular Units per unit/per day	Overall Price -- entire contract period	Additional/ Emergency Pumping	Special Event per day	Additional Emergency Units per Day	ADA Units per unit/per day	Regular Units per unit/per day	Overall Price -- entire contract period	Additional/ Emergency Pumping	Special Event per day	Additional Emergency Units per Day
Brewster	18.49	18.49	53,350.00	55.00	180.00	180.00	10.96	10.96	56,924.20	49.50	162.00	162.00
Harwich	7.54	7.54	4,488.00	55.00	180.00	180.00	7.23	7.23	4,305.00	47.50	162.00	162.00
Eastham	19.32	19.32	42,218.00	55.00	180.00	180.00	14.84	14.84	39,776.40	47.50	162.00	162.00
Yarmouth	no bid	no bid	no bid	no bid	no bid	no bid	6.23	6.23	17,718.96	49.50	162.00	162.00

AGENDA ITEM 8e

Authorizing the execution of a contract with Aggregate Industries for Roadway Materials for Towns in Barnstable County for the period of April 1, 2019 through March 31, 2020, with the option to renew for one additional year

AGREEMENT BETWEEN

**Barnstable County
3195 Main Street
Barnstable, MA 02630**

and

**Aggregate Industries NER
230 Great Western Road
South Dennis, MA 02660**

THIS AGREEMENT is made this day of 2019 by and between Aggregate Industries, NER, (hereinafter referred to as Contractor), and Mary Pat Flynn, Ronald Beaty and Ronald Bergstrom as they are the Commissioners of Barnstable County, but without any personal liability.

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

WHEREAS: The County Commissioners issued an Invitation for Bids for Roadway Materials

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

WHEREAS: The contractor is the responsive, responsible bidder offering the lowest price for the items highlighted on the attached spreadsheet

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

- 1. Employment of Contractor. The Vendor hereby agrees to perform the services hereinafter set forth in the Scope of Services. Contractor hereby agrees to hold the County and Towns harmless from any claims regarding worker's compensation benefits, unemployment compensation benefits, retirement benefits, or any other benefit normally attributable to the status of "employee" and Contractor specifically agrees to pay for all damages incurred by the County or Town, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.**
- 2. Scope of Services. The Vendor shall provide the services provided in the Special Provisions hereby attached as Attachment A.**
- 3. Time of Performance. April 1, 2019 through March 30, 2020, with the option to renew for one additional year.**
- 4. Payment. Bids submitted as highlighted on the attached spreadsheet**
- 5. Termination or Suspension of Contract for Cause. If through any sufficient cause, the Customer or the County shall fail to fulfill or perform its duties and obligations under this Contract, or if either party shall violate or breach any of the provisions of this Contract, either party shall thereupon have the right to terminate or suspend this Contract, by giving written notice to the other party of such termination or suspension and specifying the effective date thereof. Such notice shall be given at least fifteen (15) calendar days before such effective date.**
- 6. Termination for Convenience of County. The County or Towns shall have the right to discontinue the work of the Contractor and cancel this contract by written notice to the Contractor of such termination and specifying the effective date of such termination. In the event of such termination or suspension of this Contract, the Contractor shall be entitled to just and equitable compensation for satisfactory work completed, for services performed and for reimbursable expenses necessarily incurred in the performance of this Contract up to and including the date of termination or suspension.**
- 7. Changes. The County may, from time to time, require changes in the Scope of Services to be**

performed hereunder. Such changes, including any increase or decrease in the amount of the Customer costs, which are mutually agreed upon by the Town and the Customer, shall be incorporated in written amendments to this Contract.

8. **Non-Discrimination in Employment and Affirmative Action.** The Customer shall take affirmative action to ensure that qualified applicants and employees are treated without regard to age, race, color, religion, sex, marital status, sexual orientation, national origin, disability, or Vietnam Era Veteran status. The Customer agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including but not limited to: Title VII of the Civil Rights Act of 1964, as amended; Massachusetts General Laws Chapter 151B§(1); the Americans with Disabilities Act of 1990; and all relevant administrative orders and executive orders including Executive Order 246.

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

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

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

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

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

14. **Findings Confidential.** Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Contract which the Towns requests to be kept as confidential shall

not be made available to any individual or organization by the Contractor without the prior written approval of the County or Towns.

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

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

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

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

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

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

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

22. **Waiver of Liability.** The Contractor and the County hereby covenant and agree to waive any and all claims against Barnstable County and release Barnstable County from any liability arising out of the Scope of Services described in the attached "Exhibit A".

SPECIAL PROVISIONS

GENERAL

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, Mashpee, Orleans, Provincetown, Sandwich, Truro, Wellfleet and/or 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.

NO FUEL PRICE ADJUSTMENT WILL BE ALLOWED FOR ANY OF THE CONTRACT BID ITEMS CONTAINED HEREIN. As noted on the Bid Form, a liquid asphalt price adjustment will be allowed for the **Hot Mix Asphalt (Loaded on Town Trucks) ONLY**. No other bid items will be allowed price adjustments.

The Special Provisions shall take precedence over the General Requirements of the Standard Specifications.

The vendor shall furnish manufacturer's certification that the materials conform to the specifications. All material shall be delivered to and off loaded at each Town's Highway Division yard or to a mutually agreeable site, except Hot Mix Asphalt which shall be loaded on Town trucks at the plant. All costs of transportation shall be included in the prices bid. If, at any time, the materials delivered are found to be sub-standard, the vendor shall be responsible for removing the offending material at their cost, within ten (10) working days after receiving notification from the Town.

All deliveries shall be made during each Town's normal business hours, Monday through Friday (except legal holidays), and in the presence of an authorized Town employee or agent.

Delivery shall be immediate unless the item is out of stock or not normally stocked, then the vendor shall notify the Town and shall make delivery within ten (10) days.

If at any time the vendor is unable to furnish materials or services as ordered by a Town:

- * The vendor shall be obligated to obtain delivery from another supplier and will in turn invoice the Town at the price specified in the Contract, or
- * The Town may order such materials or services from such places as are available, and the vendor shall reimburse the Town for all expenses incurred above the Contract price.

If services of the vendor are subsequently deemed to be unsatisfactory to any Town and/or are in violation of these specifications, a Town shall notify the said vendor in writing. If mutually agreeable arrangements cannot be achieved between the Town and the vendor, the terms of the Contract for that Town will be terminated. Notice of termination will be in writing and notification will be sent by registered or certified mail. Termination will become effective three (3) days after mailing said notification. Termination of a Contract by any Town shall not invalidate or alter the terms of a similar Contract with any other Town.

The vendor receiving an award shall, at no expense to any Town, adhere to Massachusetts General Law Chapter 111F - "Right to Know Law" as it shall apply to the items contained in the award notice.

MSDS labels and data are required where applicable.

ESTIMATED QUANTITIES BY TOWN

Each Town has provided the estimated quantities for each bid item that it is presently planning to use which can be found in Attachment A. Because of unanticipated funding levels and bid results, these estimated quantities are for bid purposes only and can not be guaranteed. If there is no quantity provided for an item, then that specific Town does not intend to use that item.

UNIT PRICE WORK

Initially, the Contract Price will be deemed to include for all Unit Price Work an amount equal to the established unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classification of Unit Price Work performed by CONTRACTOR will be made by each Town.

Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR'S overhead and profit for each separately identified item. The prices bid shall, without exception, include all royalties and other costs arising from patents, trademarks, and copyrights in any way involved in the materials to be supplied.

When the accepted quantity of Work varies from the estimated quantity, the CONTRACTOR shall accept as payment in full, so far as each contract item is concerned, payment at the original Contract unit price for the accepted quantity of Work done. No allowance will be made for any increased expenses, loss of expected reimbursement or loss of anticipated profits suffered or claimed by the Contractor, resulting either directly or indirectly from such increased or decreased quantity.

Each Town does not guarantee any minimum quantity of Unit Price Work. The CONTRACTOR may contact each Town to obtain information regarding quantities used in previous years, if he so chooses. However, each Town will not guarantee that an equal or greater quantity of Unit Price Work will be requested. Each Town reserves the right to purchase quantities of Contract materials from other sources for emergency or other reasons.

The vendor shall submit separate invoices accompanied by signed delivery slips to each using division/ department of each Town.

It shall be the responsibility of the CONTRACTOR to inform each Town when the sum of all orders for units of Work is within 90% of the total Contract price for that Town. The CONTRACTOR'S total billing can not exceed the total Contract price without prior written approval by each Town.

TAXES

State taxes will be excluded from all General and Sub-bids. The Towns shall provide their exemption certificate number to the CONTRACTOR. CONTRACTOR shall pay all taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

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.

MISCELLANEOUS

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically, but without limitation, moneys that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

The County and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

This CONTRACT shall be deemed to include all terms and requirements imposed by laws related to the performance of the Work on the Project or Services.

This is not an exclusive contract to provide services or materials to the County and Towns. The County and Towns reserve the right to contract for similar services or materials.

INTEREST

All monies not paid when due hereunder shall bear interest at the maximum rate allowed by law at the place of the Project.

ITEM 200 HOT MIX ASPHALT (LOADED ON TOWN TRUCKS)

Bituminous Concrete (Hot Mix Asphalt) shall be manufactured in conformance with the material, composition, mixing, testing and plant requirements of Standard Specification Section M3. Top course mix, binder course mix and dense mix shall be furnished, as required, and loaded on Town trucks.

ITEM 201 SAND BORROW
ITEM 202 LOAM BORROW

Sand and Loam Borrow materials shall conform to the following Standard Specification subsections:

Sand Borrow - for Winter Maintenance - M 1.04.0 Type a (Washed)
Loam Borrow - M 1.05.0

Sand shall be washed and screened through a one quarter inch (1/4") screen. The sand must be coarse and free from clay, silty loam and other undesirable materials. Deliveries of sand shall be made during the vendor's normal business hours, Monday through Friday. A Town may require, at its discretion, that emergency deliveries must be made during other periods to include Saturdays, Sundays, Holidays and non-business hours Monday through Friday at no extra cost to the Town. The vendor shall complete normal and emergency deliveries within a 12 hour period after receiving a request for delivery (maximum delivery 1,000 tons per 12 hours).

Loam borrow shall be screened to removed all stones and other material larger than 1 inch.

ITEM 203 1-1/2" CRUSHED STONE (DOUBLE WASHED)
ITEM 204 3/4" CRUSHED STONE (DOUBLE WASHED)
ITEM 205 3/8" PEASTONE (DOUBLE WASHED)
ITEM 206 3/4" DENSE GRADES CRUSHED STONE

Aggregate materials shall conform to the following Standard Specification subsections:

Crushed Stone - M 2.01.1 through 2.01.6 (double washed)
Dense Graded Crushed Stone - M 2.01.7 (3/4")

A requirement for all grades of crushed stone (except dense graded) shall be that not more than 0.3% of unsatisfactory material shall pass a No.4 sieve.

ITEM 207 RECYCLED ASPHALT

The recycled asphalt material shall meet the following gradation requirements:

Sieve Designation	Percentage By Weight Passing Through
3"	100
1-1/2"	70 - 100
3/4"	50 - 85
#4	30 - 60
#50	8 - 24
#200	0 - 10

The stone and sand material shall consist of inert material that is hard, angular, and durable, and free from cement concrete, brick, reinforcing steel, glass, wood, building rubble, loam and clay and other deleterious materials. Native round stone and materials that break up when alternately frozen and thawed or wetted and dried shall not be used. The material shall be "T-base" as manufactured by Aggregate Industries, Inc. or approved equivalent.

Each stockpile shall be tested (at no additional cost to the Town) for sieve analysis and California Bearing Ratio (CBR) by an independent, qualified Massachusetts laboratory. The certified results shall be equal to or

greater than that of gravel borrow (M1.03.0 type b), and the certifications shall be supplied to each Town. The processed material shall be stockpiled in such a manner as to minimize segregation of particle sizes. All recycled pavement material shall come from approved stockpiles.

The material shall be subject to review and approval by a Town prior to delivery.

ITEM 208 4'x4' PRECAST LEACH GALLEY

ITEM 209 1,000 GALLON PRECAST CATCH BASIN

ITEM 210 1,000 GALLON PRECAST LEACH PIT

ITEM 211 4' DIAMETER PRECAST CATCH BASIN W/OFFSET TOP

All precast structures shall be capable of withstanding H-20 loading with a minimum concrete strength of 4,000 psi @ 28 days. Steel reinforcement shall be Grade 60 meeting ASTM-A-615 requirements.

The 1,000 Gallon Precast Solid Catch Basin shall have a solid bottom or include a 6' diameter Basin Pad meeting the same requirements as the structures. The cost of the Base Pad shall be included with the cost of the structure.

The 4' Diameter Precast Catch Basin w/Offset Top shall have separate top with an offset opening. The structure shall have a 4 foot deep sump below the outlet pipe.

The Town shall specify the hole diameter and hole location(s) at the time of order.

The manufacturer shall deliver the structure to the Town DPW or at the installation location as specified by the Town.

Payment for the precast drainage structures shall be by the Contract Unit Price per Each delivered.

4. BIDDER will complete all the Work assigned for the unit price(s) listed in the Bid Form.
5. The following documents are attached to and made a condition of this Bid:
- 5.1 A tabulation of Subcontractors and other persons or organizations required to be identified in this Bid.

6. Communications concerning this Bid shall be addressed to:

Company Name: AGGREGATE INDUSTRIES - WER
Address: 230 GREAT WESTERN RD S DENNIS MA 02660
Telephone No.: 508 398-8865
Fax No.: None
E-mail Address: barrypowers@aggregate-us.com
Bidder's Contact Person: BARRY POWERS

7. Bid comparison will be based on each item unit price provided for each Town. Bidders may bid on any or all items for any or all Towns listed. Bid selection will be by each item by Town and will be based on the lowest, qualified, responsible, and responsive bid for each item for each Town.
8. The undersigned certifies under penalties of perjury that this Bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph, the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

SUBMITTED on January 24, 2019

An Individual

By _____ (SEAL)
(Individual's Name and Signature)

doing business as _____

Business address: _____

Phone No.: _____

A Partnership

By _____ (SEAL)
(Firm Name)

(General Partner Name and Signature)

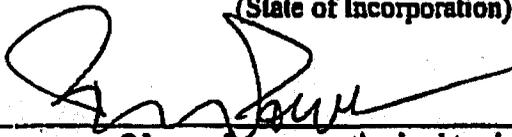
Business address: _____

Phone No.: _____

A Corporation

By AGGREGATE INDUSTRIES - N.E.R.
(Corporation Name)

MASSACHUSETTS
(State of Incorporation)

By 
(Name of person authorized to sign and Signature)

(Corporate Seal)

Attest _____
(Secretary)

Business address: 230 GREAT WESTERN RD
SOUTH DENNIS, MA 02660

Phone No.: 508 398-8865



Secretary's Certificate

AGGREGATE INDUSTRIES – NORTHEAST REGION, INC.

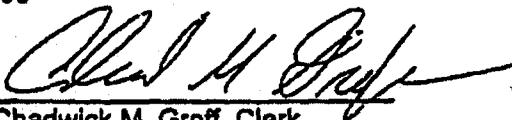
The undersigned, Chadwick M. Groff, Clerk of Aggregate Industries – Northeast Region, Inc., a Massachusetts corporation (the "Corporation"), hereby certifies that pursuant to an Action By Unanimous Written Consent of the Board of Directors dated March 1, 2006 it was:

RESOLVED: That *Roberto Huet, Chadwick M. Groff, Barry Powers, Eddy Persico and Robert P. Andersson*, are each individually and acting alone, authorized, directed and empowered as agents of the Corporation, to sign under the Corporation's corporate seal, obligations of the Corporation in the name of and on behalf of the Corporation; and the execution of any such contract, bond or obligation by any agent named above shall be valid and binding upon the Corporation for all purposes, and that this resolution shall remain in full force and effect unless and until the same has been altered, amended or revoked by a subsequent vote of the Corporation's Directors and a Certificate of such later vote is attested to by the Secretary or Assistant Secretary of the Corporation.

I do further certify that the above Vote has not been altered, amended or rescinded and remains in full force and affect.

I do further certify that the Corporation is duly organized and the foregoing Vote is in accordance with the Articles of Organization and By-Laws of the Corporation.

Dated as of this 1st day of March, 2006


Chadwick M. Groff, Clerk

**AGGREGATE INDUSTRIES-
Northeast Region, Inc.**

230 Great Western Road
South Dennis, Massachusetts 02660

Telephone 508-398-8865
Facsimile 508-394-5942

A Joint Venture

By _____
(Name and Signature)

(Address)

By _____
(Name and Signature)

(Address)

(Each joint venture must sign. The manner of signing for each individual, partnership and corporation that is party to the joint venture should be in the manner indicated above.)

PLEASE USE THIS AS THE COVER SHEET FOR YOUR BID
CERTIFICATE of NON-COLLUSION AND TAX COMPLIANCE

Pursuant to MGL Chapter 62C, Section 49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, have complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

I certify under the penalties of perjury that this bid/proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certificate, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other legal organization, entity or group of individuals.

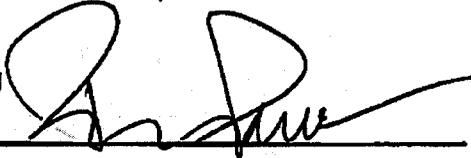
Company: AGGREGATE INDUSTRIES N.E.R.

Address: 230 GREAT WESTERN RD

SOUTH DENNIS, MA 02660

Signature of Individual Signing

Bid, or Corporate Officer:



Telephone Number:

508 398-8865

Social Security Number

Or Federal Identification Number:

04-2079391

Date:

1/23/19

Any person or corporation which fails to execute this document
will be considered a non-responsive bidder
and will be rejected pursuant to MGL Chapter 30, 39M.

**BID FORM
MATERIALS
(UNIT PRICE WORK)**

State the Unit Bid Price (written in words and in numerals) for each Town listed (see Attachment A for Estimated Quantities). Bidders may wish to contact each Town to obtain actual quantities purchased during prior years. Bidders may bid on any or all items for any or all Towns. Bid selection will be by each item and will be based on the lowest, qualified, responsible, and responsive bid for each item for each Town.

Price Adjustments: The Massachusetts Department of Transportation (MassDOT) method for calculating price adjustments due to cost fluctuations in liquid asphalt, Portland cement, diesel fuel, gasoline, and structural steel shall apply to this bid. The Liquid Asphalt adjustment shall apply to Hot Mix Asphalt (Loaded on Town Trucks) on orders greater than 100 tons where the adjustment results in a change in the Unit Price of 5% or more. No other adjustments will be made to the remaining bid items.

The Liquid Asphalt price adjustment shall be based on the difference between the price at the time of the bid (base bid price) and the price on the date of paving. The Liquid Asphalt base bid price shall be the price posted on the MassDOT Website for the month of December, 2018.

Tied Bids: In the case of tied bids, the County tied bid policy will be used to determine the awarded bidder.

**ATTACHMENT A
ROADWAY MATERIALS BID
BID FORM AND ESTIMATED QUANTITIES**

Item 200	Estimated Quantity	Hot Mix Asphalt (Loaded on Town Trucks)	Per TON
Town		Unit Bid Price in Words	In Numerals
Barnstable	750	seventy-nine dollar and no cents	79.00
Bourne	400	seventy-nine dollar and no cents	79.00
Brewster	500	seventy-nine dollar and no cents	79.00
Chatham	100	seventy-nine dollar and no cents	79.00
Dennis	500	seventy-nine dollar and no cents	79.00
Harwich	100	seventy-nine dollar and no cents	79.00
Orleans	100	seventy-nine dollar and no cents	79.00
Sandwich	700	seventy-nine dollar and no cents	79.00
Yarmouth	500	seventy-nine dollar and no cents	79.00

Item 201	Estimated Quantity	Sand Borrow	Per TON
Town		Unit Bid Price in Words	In Numerals
Barnstable	500		
Brewster	2,000	N/B	
Chatham	1,000		
Dennis	200		

Item 202	Estimated Quantity	Loam Borrow	Per TON
Town		Unit Bid Price in Words	In Numerals
Barnstable	500		
Brewster	100	N/B	
Chatham	200		
Dennis	200		
Sandwich	200		

**ATTACHMENT A
ROADWAY MATERIALS BID
BID FORM AND ESTIMATED QUANTITIES**

Item 203	Estimated Quantity	1-1/2" Crushed Stone (Double Washed)	Per TON
Town		Unit Bid Price in Words	In Numerals
Barnstable	100		
Bourne	300		
Brewster	500		
Chatham	150	NIB	
Dennis	500		
Sandwich	200		
Yarmouth	500		

Item 204	Estimated Quantity	3/4" Crushed Stone (Double Washed)	Per TON
Town		Unit Bid Price in Words	In Numerals
Barnstable	50		
Bourne	200		
Brewster	250		
Chatham	50	NIB	
Dennis	200		
Sandwich	200		
Yarmouth	50		

Item 205	Estimated Quantity	3/8" Peastone (Double Washed)	Per TON
Town		Unit Bid Price in Words	In Numerals
Barnstable	50		
Brewster	250		
Chatham	100	NIB	
Dennis	200		
Sandwich	100		
Yarmouth	50		

**ATTACHMENT A
ROADWAY MATERIALS BID
BID FORM AND ESTIMATED QUANTITIES**

Item 206	Estimated Quantity	3/4" Dense Graded Crushed Stone	Per TON
Town		Unit Bid Price in Words	In Numerals
Barnstable	500	W/B	
Bourne	500		
Brewster	500		
Chatham	25		
Dennis	500		
Orleans	2,000		
Sandwich	200		
Yarmouth	500		

Item 207	Estimated Quantity	Recycled Asphalt	Per TON
Town		Unit Bid Price in Words	In Numerals
Brewster	100	fifteen dollars and no cents	15.00
Chatham	100	sixteen dollars and no cents	16.00
Dennis	600	fourteen dollars and no cents	14.00
Harwich	400	fifteen dollars and fifty cents	14.50
Sandwich	200	eighteen dollars and no cents	16.00

Item 208	Estimated Quantity	4'x4' Precast Leach Galley	Per EA
Town		Unit Bid Price in Words	In Numerals
Barnstable	10	W/B	
Brewster	50		
Chatham	2		
Dennis	20		
Sandwich	8		
Yarmouth	10		

**ATTACHMENT A
ROADWAY MATERIALS BID
BID FORM AND ESTIMATED QUANTITIES**

Item 209	Estimated Quantity	1000 Gallon Precast Catch Basin	Per EA
Town		Unit Bid Price in Words	In Numerals
Barnstable	10		
Brewster	25		
Chatham	6		
Dennis	5	N/B	
Sandwich	4		

Item 210	Estimated Quantity	1000 Gallon Precast Leach Pit	Per EA
Town		Unit Bid Price in Words	In Numerals
Barnstable	10		
Brewster	25		
Chatham	8		
Dennis	10	N/B	
Sandwich	6		

Item 211	Estimated Quantity	4' Diameter Precast Catch Basin w/Offset Top	Per EA
Town		Unit Bid Price in Words	In Numerals
Barnstable	10		
Brewster	15		
Chatham	2		
Dennis	5	N/B	
Sandwich	2		
Yarmouth	5		

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)
AGGREGATE INDUSTRIES - NORTHEAST
REGION, INC.
1715 Broadway
Saugus, MA 01908

SURETY:

*(Name, legal status and principal place
of business)*
WESTERN SURETY COMPANY
151 N. Franklin Street
Chicago, IL 60606

OWNER:

(Name, legal status and address)
BARNSTABLE COUNTY
PO Box 427, Barnstable, MA 02630

BOND AMOUNT: Five percent of amount bid.
(5% of Amount Bid)

PROJECT:

(Name, location or address, and Project number, if any)
Roadway Materials Barnstable County

Project Number, if any:

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

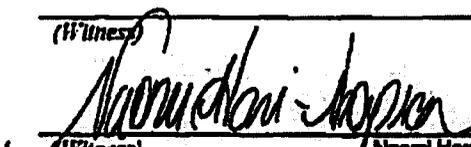
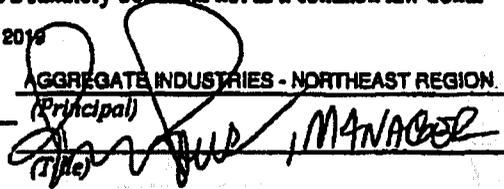
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 23rd day of January, 2016

<p><i>(Witness)</i>  <i>(Witness)</i> Naomi Harris-Thompson</p>	<p>AGGREGATE INDUSTRIES - NORTHEAST REGION, INC. <i>(Principal)</i>  <i>(Title)</i> MANAGER WESTERN SURETY COMPANY <i>(Surety)</i>  <i>(Title)</i> Lupe Tyler, Attorney in Fact</p>
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Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Lupe Tyler, Lisa A Ward, Wendy W Stuckey, Michael J Herrod, Anoop Chawla Adlakha, Nancy Thomas, Donna L Williams, Melissa L Fortier, Vanessa Dominguez, Individually

of Houston, TX, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 21st day of July, 2016.

WESTERN SURETY COMPANY



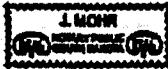
Paul T. Brufat
Paul T. Brufat, Vice President

State of South Dakota }
County of Minnehaha }

On this 21st day of July, 2016, before me personally came Paul T. Brufat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 23rd day of JANUARY, 2019.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

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

FOR THE COUNTY:

BARNSTABLE COUNTY COMMISSIONERS:

Ronald Beaty

Mary Pat Flynn

Ronald Bergstrom

Date

FOR THE CONTRACTOR.



2/13/19

Date

COUNTY OF BARNSTABLE
PURCHASING

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

Phone: (508) 375-6637

Fax: (508) 362-4136

Email:

edavis@barnstablecounty.org

Elaine Davis
Chief Procurement Officer

January 31, 2019

MEMORANDUM

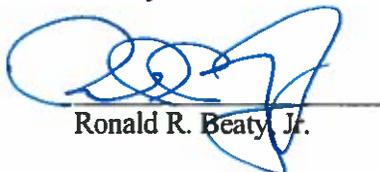
TO: County Commissioners
FROM: Elaine Davis, Chief Procurement Officer
RE: Notice of Bid Award

Barnstable County issued an Invitation for Bids for Roadway Materials for towns in the County for the period of April 1, 2019 through March 31, 2020, with the option to renew for one additional year. Four bids were received. Please award the bids to the following vendors as the responsive, responsible bidders offering the lowest price for each town as highlighted on the attached spreadsheet:

Aggregate Industries
PA Landers, Inc.
Lawrence Lynch Corp
Cape Cod Aggregates, Corp

Please reject the bids submitted for Hot Mix Asphalt Loaded on Town Trucks for all towns, except for the Town of Bourne. We will be re-writing the specifications.

County Commissioners:


Ronald R. Beaty, Jr.


Mary Pat Flynn


Ronald Bergstrom

2/6/19
Date

Town	Item	Description	Unit	Estimated Quantity	Unit Price	Unit Price	Unit Price	Unit Price
					Aggregate Industries	PA Landers, Inc.	Lawrence Lynch Corp	Cape Cod Aggregates, Corp
Barnstable	200	Hot Mix Asphalt (Loaded on Town Trucks)	TON	750	\$79.00		\$74.00	
Bourne	200	Hot Mix Asphalt (Loaded on Town Trucks)	TON	400	\$79.00		\$74.00	
Brewster	200	Hot Mix Asphalt (Loaded on Town Trucks)	TON	500	\$79.00		\$74.00	
Chatham	200	Hot Mix Asphalt (Loaded on Town Trucks)	TON	100	\$79.00		\$74.00	
Dennis	200	Hot Mix Asphalt (Loaded on Town Trucks)	TON	500	\$79.00		\$74.00	
Harwich	200	Hot Mix Asphalt (Loaded on Town Trucks)	TON	100	\$79.00		\$74.00	
Orleans	200	Hot Mix Asphalt (Loaded on Town Trucks)	TON	100	\$79.00		\$74.00	
Sandwich	200	Hot Mix Asphalt (Loaded on Town Trucks)	TON	700	\$79.00		\$74.00	
Yarmouth	200	Hot Mix Asphalt (Loaded on Town Trucks)	TON	500	\$79.00		\$74.00	
Barnstable	201	Sand Borrow	TON	500		\$16.00		\$15.50
Brewster	201	Sand Borrow	TON	2,000		\$16.00		\$16.95
Chatham	201	Sand Borrow	TON	1,000		\$15.00		\$18.95
Dennis	201	Sand Borrow	TON	200		\$14.00		\$15.95
Barnstable	202	Loam Borrow	TON	500		\$27.60		
Brewster	202	Loam Borrow	TON	100		\$30.00		
Chatham	202	Loam Borrow	TON	200		\$30.00		
Dennis	202	Loam Borrow	TON	200		\$27.60		
Sandwich	202	Loam Borrow	TON	200		\$24.00		
Barnstable	203	1-1/2" Crushed Stone (Double Washed)	TON	100		\$24.00		\$24.70
Bourne	203	1-1/2" Crushed Stone (Double Washed)	TON	300		\$24.00		\$22.70
Brewster	203	1-1/2" Crushed Stone (Double Washed)	TON	500		\$27.00		\$27.70
Chatham	203	1-1/2" Crushed Stone (Double Washed)	TON	150		\$27.00		\$29.25
Dennis	203	1-1/2" Crushed Stone (Double Washed)	TON	500		\$25.00		\$26.70
Sandwich	203	1-1/2" Crushed Stone (Double Washed)	TON	200		\$20.00		\$23.70

Yarmouth	203	1-1/2" Crushed Stone (Double Washed)	TON	500		\$26.00	\$25.70
Barnstable	204	3/4" Crushed Stone (Double Washed)	TON	50		\$26.00	\$26.25
Bourne	204	3/4" Crushed Stone (Double Washed)	TON	200		\$26.00	\$24.25
Brewster	204	3/4" Crushed Stone (Double Washed)	TON	250		\$29.00	\$29.25
Chatham	204	3/4" Crushed Stone (Double Washed)	TON	50		\$29.00	\$30.70
Dennis	204	3/4" Crushed Stone (Double Washed)	TON	200		\$27.00	\$28.25
Sandwich	204	3/4" Crushed Stone (Double Washed)	TON	200		\$22.00	\$25.25
Yarmouth	204	3/4" Crushed Stone (Double Washed)	TON	50		\$28.00	\$27.25
Barnstable	205	3/8" Peastone (Double Washed)	TON	50		\$35.00	\$26.70
Brewster	205	3/8" Peastone (Double Washed)	TON	250		\$35.00	\$29.70
Chatham	205	3/8" Peastone (Double Washed)	TON	100		\$35.00	\$31.25
Dennis	205	3/8" Peastone (Double Washed)	TON	200		\$35.00	\$28.70
Sandwich	205	3/8" Peastone (Double Washed)	TON	100		\$25.00	\$25.70
Yarmouth	205	3/8" Peastone (Double Washed)	TON	50		\$35.00	\$27.70
Barnstable	206	3/4" Dense Graded Crushed Stone	TON	500		\$25.00	\$19.70
Bourne	206	3/4" Dense Graded Crushed Stone	TON	500		\$23.00	\$17.70
Brewster	206	3/4" Dense Graded Crushed Stone	TON	500		\$25.00	\$22.70
Chatham	206	3/4" Dense Graded Crushed Stone	TON	25		\$28.00	\$24.25
Dennis	206	3/4" Dense Graded Crushed Stone	TON	500		\$28.00	\$21.70
Orleans	206	3/4" Dense Graded Crushed Stone	TON	2,000		\$28.00	\$23.70
Sandwich	206	3/4" Dense Graded Crushed Stone	TON	200		\$21.00	\$18.70
Yarmouth	206	3/4" Dense Graded Crushed Stone	TON	500		\$25.00	\$20.70
Brewster	207	Recycled Asphalt	TON	100	\$15.00	\$18.00	\$15.25
Chatham	207	Recycled Asphalt	TON	100	\$16.00	\$19.00	\$17.25
Dennis	207	Recycled Asphalt	TON	600	\$14.00	\$19.00	\$17.25
Harwich	207	Recycled Asphalt	TON	400	\$14.50	\$23.00	\$24.25
Sandwich	207	Recycled Asphalt	TON	200	\$16.00	\$16.00	\$14.75

AGENDA ITEM 8f

Authorizing the execution of a contract with Cape Cod Aggregates, Corp. for Roadway Materials for Towns in Barnstable County for the period of April 1, 2019 through March 31, 2020, with the option to renew for one additional year

AGREEMENT BETWEEN

**Barnstable County
3195 Main Street
Barnstable, MA 02630**

and

**Cape Cod Aggregates
1550 Phinney's Lane, PO Box 517
Barnstable, MA 02630**

THIS AGREEMENT is made this day of 2019 by and between Cape Cod Aggregates (hereinafter referred to as Contractor), and Mary Pat Flynn, Ronald Beaty and Ronald Bergstrom as they are the Commissioners of Barnstable County, but without any personal liability.

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

WHEREAS: The County Commissioners issued an Invitation for Bids for Roadway Materials

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

WHEREAS: The contractor is the responsive, responsible bidder offering the lowest price for the items highlighted on the attached spreadsheet

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

- 1. Employment of Contractor. The Vendor hereby agrees to perform the services hereinafter set forth in the Scope of Services. Contractor hereby agrees to hold the County and Towns harmless from any claims regarding worker's compensation benefits, unemployment compensation benefits, retirement benefits, or any other benefit normally attributable to the status of "employee" and Contractor specifically agrees to pay for all damages incurred by the County or Town, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.**
- 2. Scope of Services. The Vendor shall provide the services provided in the Scope of Services hereby attached as Attachment A.**
- 3. Time of Performance. April 1, 2019 through March 30, 2020, with the option to renew for one additional year.**
- 4. Payment. Bids submitted as highlighted on the attached spreadsheet**
- 5. Termination or Suspension of Contract for Cause. If through any sufficient cause, the Customer or the County shall fail to fulfill or perform its duties and obligations under this Contract, or if either party shall violate or breach any of the provisions of this Contract, either party shall thereupon have the right to terminate or suspend this Contract, by giving written notice to the other party of such termination or suspension and specifying the effective date thereof. Such notice shall be given at least fifteen (15) calendar days before such effective date.**
- 6. Termination for Convenience of County. The County or Towns shall have the right to discontinue the work of the Contractor and cancel this contract by written notice to the Contractor of such termination and specifying the effective date of such termination. In the event of such termination or suspension of this Contract, the Contractor shall be entitled to just and equitable compensation for satisfactory work completed, for services performed and for reimbursable expenses necessarily incurred in the performance of this Contract up to and including the date of termination or suspension.**
- 7. Changes. The County may, from time to time, require changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Customer costs, which are mutually agreed upon by the Town and the Customer, shall be**

incorporated in written amendments to this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. Waiver of Liability. The Contractor and the County hereby covenant and agree to waive any and all claims against Barnstable County and release Barnstable County from any liability arising out of the Scope of Services described in the attached "Exhibit A".

IN WITNESS WHEREOF, the County and Contractor have executed this Agreement this _____ day of _____ in the year two thousand and Nineteen

FOR THE COUNTY:

BARNSTABLE COUNTY COMMISSIONERS:

Ronald Beaty

Mary Pat Flynn

Ronald Bergstrom

Date

FOR THE CONTRACTOR:

Liam L Peterson, President

2/25/19

Date

SPECIAL PROVISIONS

GENERAL

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, Mashpee, Orleans, Provincetown, Sandwich, Truro, Wellfleet and/or 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.

NO FUEL PRICE ADJUSTMENT WILL BE ALLOWED FOR ANY OF THE CONTRACT BID ITEMS CONTAINED HEREIN. As noted on the Bid Form, a liquid asphalt price adjustment will be allowed for the **Hot Mix Asphalt (Loaded on Town Trucks) ONLY.** No other bid items will be allowed price adjustments.

The Special Provisions shall take precedence over the General Requirements of the Standard Specifications.

The vendor shall furnish manufacturer's certification that the materials conform to the specifications. All material shall be delivered to and off loaded at each Town's Highway Division yard or to a mutually agreeable site, except Hot Mix Asphalt which shall be loaded on Town trucks at the plant. All costs of transportation shall be included in the prices bid. If, at any time, the materials delivered are found to be sub-standard, the vendor shall be responsible for removing the offending material at their cost, within ten (10) working days after receiving notification from the Town.

All deliveries shall be made during each Town's normal business hours, Monday through Friday (except legal holidays), and in the presence of an authorized Town employee or agent.

Delivery shall be immediate unless the item is out of stock or not normally stocked, then the vendor shall notify the Town and shall make delivery within ten (10) days.

If at any time the vendor is unable to furnish materials or services as ordered by a Town:

- * The vendor shall be obligated to obtain delivery from another supplier and will in turn invoice the Town at the price specified in the Contract, or
- * The Town may order such materials or services from such places as are available, and the vendor shall reimburse the Town for all expenses incurred above the Contract price.

If services of the vendor are subsequently deemed to be unsatisfactory to any Town and/or are in violation of these specifications, a Town shall notify the said vendor in writing. If mutually agreeable arrangements cannot be achieved between the Town and the vendor, the terms of the Contract for that Town will be terminated. Notice of termination will be in writing and notification will be sent by registered or certified mail. Termination will become effective three (3) days after mailing said notification. Termination of a Contract by any Town shall not invalidate or alter the terms of a similar Contract with any other Town.

The vendor receiving an award shall, at no expense to any Town, adhere to Massachusetts General Law Chapter 111F - "Right to Know Law" as it shall apply to the items contained in the award notice.

MSDS labels and data are required where applicable.

ESTIMATED QUANTITIES BY TOWN

Each Town has provided the estimated quantities for each bid item that it is presently planning to use which can be found in Attachment A. Because of unanticipated funding levels and bid results, these estimated quantities are for bid purposes only and can not be guaranteed. If there is no quantity provided for an item, then that specific Town does not intend to use that item.

UNIT PRICE WORK

Initially, the Contract Price will be deemed to include for all Unit Price Work an amount equal to the established unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classification of Unit Price Work performed by CONTRACTOR will be made by each Town.

Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR'S overhead and profit for each separately identified item. The prices bid shall, without exception, include all royalties and other costs arising from patents, trademarks, and copyrights in any way involved in the materials to be supplied.

When the accepted quantity of Work varies from the estimated quantity, the CONTRACTOR shall accept as payment in full, so far as each contract item is concerned, payment at the original Contract unit price for the accepted quantity of Work done. No allowance will be made for any increased expenses, loss of expected reimbursement or loss of anticipated profits suffered or claimed by the Contractor, resulting either directly or indirectly from such increased or decreased quantity.

Each Town does not guarantee any minimum quantity of Unit Price Work. The CONTRACTOR may contact each Town to obtain information regarding quantities used in previous years, if he so chooses. However, each Town will not guarantee that an equal or greater quantity of Unit Price Work will be requested. Each Town reserves the right to purchase quantities of Contract materials from other sources for emergency or other reasons.

The vendor shall submit separate invoices accompanied by signed delivery slips to each using division/department of each Town.

It shall be the responsibility of the CONTRACTOR to inform each Town when the sum of all orders for units of Work is within 90% of the total Contract price for that Town. The CONTRACTOR'S total billing can not exceed the total Contract price without prior written approval by each Town.

TAXES

State taxes will be excluded from all General and Sub-bids. The Towns shall provide their exemption certificate number to the CONTRACTOR. CONTRACTOR shall pay all taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

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.

MISCELLANEOUS

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically, but without limitation, moneys that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

The County and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

This CONTRACT shall be deemed to include all terms and requirements imposed by laws related to the performance of the Work on the Project or Services.

This is not an exclusive contract to provide services or materials to the County and Towns. The County and Towns reserve the right to contract for similar services or materials.

INTEREST

All monies not paid when due hereunder shall bear interest at the maximum rate allowed by law at the place of the Project.

ITEM 200 HOT MIX ASPHALT (LOADED ON TOWN TRUCKS)

Bituminous Concrete (Hot Mix Asphalt) shall be manufactured in conformance with the material, composition, mixing, testing and plant requirements of Standard Specification Section M3. Top course mix, binder course mix and dense mix shall be furnished, as required, and loaded on Town trucks.

ITEM 201 SAND BORROW

ITEM 202 LOAM BORROW

Sand and Loam Borrow materials shall conform to the following Standard Specification subsections:

Sand Borrow - for Winter Maintenance - M 1.04.0 Type a (Washed)

Loam Borrow - M 1.05.0

Sand shall be washed and screened through a one quarter inch (1/4") screen. The sand must be coarse and free from clay, silty loam and other undesirable materials. Deliveries of sand shall be made during the vendor's normal business hours, Monday through Friday. A Town may require, at its discretion, that emergency deliveries must be made during other periods to include Saturdays, Sundays, Holidays and non-business hours Monday through Friday at no extra cost to the Town. The vendor shall complete normal and emergency deliveries within a 12 hour period after receiving a request for delivery (maximum delivery 1,000 tons per 12 hours).

Loam borrow shall be screened to removed all stones and other material larger than 1 inch.

ITEM 203 1-1/2" CRUSHED STONE (DOUBLE WASHED)

ITEM 204 3/4" CRUSHED STONE (DOUBLE WASHED)

ITEM 205 3/8" PEASTONE (DOUBLE WASHED)

ITEM 206 3/4" DENSE GRADES CRUSHED STONE

Aggregate materials shall conform to the following Standard Specification subsections:

Crushed Stone - M 2.01.1 through 2.01.6 (double washed)

Dense Graded Crushed Stone - M 2.01.7 (3/4")

A requirement for all grades of crushed stone (except dense graded) shall be that not more than 0.3% of unsatisfactory material shall pass a No.4 sieve.

ITEM 207 RECYCLED ASPHALT

The recycled asphalt material shall meet the following gradation requirements:

Sieve Designation	Percentage By Weight Passing Through
3"	100
1-1/2"	70 - 100
3/4"	50 - 85
#4	30 - 60
#50	8 - 24
#200	0 - 10

The stone and sand material shall consist of inert material that is hard, angular, and durable, and free from cement concrete, brick, reinforcing steel, glass, wood, building rubble, loam and clay and other deleterious materials. Native round stone and materials that break up when alternately frozen and thawed or wetted and dried shall not be used. The material shall be "T-base" as manufactured by Aggregate Industries, Inc. or approved equivalent.

Each stockpile shall be tested (at no additional cost to the Town) for sieve analysis and California Bearing Ratio (CBR) by an independent, qualified Massachusetts laboratory. The certified results shall be equal to or

greater than that of gravel borrow (M1.03.0 type b), and the certifications shall be supplied to each Town. The processed material shall be stockpiled in such a manner as to minimize segregation of particle sizes. All recycled pavement material shall come from approved stockpiles.

The material shall be subject to review and approval by a Town prior to delivery.

ITEM 208 4'x4' PRECAST LEACH GALLEY

ITEM 209 1,000 GALLON PRECAST CATCH BASIN

ITEM 210 1,000 GALLON PRECAST LEACH PIT

ITEM 211 4' DIAMETER PRECAST CATCH BASIN W/OFFSET TOP

All precast structures shall be capable of withstanding H-20 loading with a minimum concrete strength of 4,000 psi @ 28 days. Steel reinforcement shall be Grade 60 meeting ASTM-A-615 requirements.

The 1,000 Gallon Precast Solid Catch Basin shall have a solid bottom or include a 6' diameter Basin Pad meeting the same requirements as the structures. The cost of the Base Pad shall be included with the cost of the structure.

The 4' Diameter Precast Catch Basin w/Offset Top shall have separate top with an offset opening. The structure shall have a 4 foot deep sump below the outlet pipe.

The Town shall specify the hole diameter and hole location(s) at the time of order.

The manufacturer shall deliver the structure to the Town DPW or at the installation location as specified by the Town.

Payment for the precast drainage structures shall be by the Contract Unit Price per Each delivered.

**BID FORM
MATERIALS
(UNIT PRICE WORK)**

State the Unit Bid Price (written in words and in numerals) for each Town listed (see Attachment A for Estimated Quantities). Bidders may wish to contact each Town to obtain actual quantities purchased during prior years. Bidders may bid on any or all items for any or all Towns. Bid selection will be by each item and will be based on the lowest, qualified, responsible, and responsive bid for each item for each Town.

Price Adjustments: The Massachusetts Department of Transportation (MassDOT) method for calculating price adjustments due to cost fluctuations in liquid asphalt, Portland cement, diesel fuel, gasoline, and structural steel shall apply to this bid. The Liquid Asphalt adjustment shall apply to Hot Mix Asphalt (Loaded on Town Trucks) on orders greater than 100 tons where the adjustment results in a change in the Unit Price of 5% or more. No other adjustments will be made to the remaining bid items.

The Liquid Asphalt price adjustment shall be based on the difference between the price at the time of the bid (base bid price) and the price on the date of paving. The Liquid Asphalt base bid price shall be the price posted on the MassDOT Website for the month of December, 2018.

Tied Bids: In the case of tied bids, the County tied bid policy will be used to determine the awarded bidder.

**ATTACHMENT A
ROADWAY MATERIALS BID
BID FORM AND ESTIMATED QUANTITIES**

Item 200	Estimated Quantity	Hot Mix Asphalt (Loaded on Town Trucks)	Per TON
<i>Town</i>		<i>Unit Bid Price in Words</i>	<i>In Numerals</i>
Barnstable	750	No Bid	
Bourne	400	No Bid	
Brewster	500	No Bid	
Chatham	100	No Bid	
Dennis	500	No Bid	
Harwich	100	No Bid	
Orleans	100	No Bid	
Sandwich	700	No Bid	
Yarmouth	500	No Bid	

Item 201	Estimated Quantity	Sand Borrow	Per TON
<i>Town</i>		<i>Unit Bid Price in Words</i>	<i>In Numerals</i>
Barnstable	500	Fifteen Dollars and Fifty Cents	\$15.50
Brewster	2,000	Sixteen Dollars and Ninety-Five Cents	\$16.95
Chatham	1,000	Eighteen Dollars and Ninety-Five Cents	\$18.95
Dennis	200	Fifteen Dollars and Ninety-Five Cents	\$15.95

Item 202	Estimated Quantity	Loam Borrow	Per TON
<i>Town</i>		<i>Unit Bid Price in Words</i>	<i>In Numerals</i>
Barnstable	500	No Bid	
Brewster	100	No Bid	
Chatham	200	No Bid	
Dennis	200	No Bid	
Sandwich	200	No Bid	

**ATTACHMENT A
ROADWAY MATERIALS BID
BID FORM AND ESTIMATED QUANTITIES**

Item 203	Estimated Quantity	1-1/2" Crushed Stone (Double Washed)	Per TON
<i>Town</i>		<i>Unit Bid Price in Words</i>	<i>In Numerals</i>
Barnstable	100	Twenty-Four Dollars and Seventy Cents	\$24.70
Bourne	300	Twenty-Two Dollars and Seventy Cents	\$22.70
Brewster	500	Twenty-Seven Dollars and Seventy Cents	\$27.70
Chatham	150	Twenty-Nine Dollars and Twenty-Five Cents	\$29.25
Dennis	500	Twenty-Six Dollars and Seventy-Cents	\$26.70
Sandwich	200	Twenty-Three Dollars and Seventy Cents	\$23.70
Yarmouth	500	Twenty-Five Dollars and Seventy Cents	\$25.70

Item 204	Estimated Quantity	3/4" Crushed Stone (Double Washed)	Per TON
<i>Town</i>		<i>Unit Bid Price in Words</i>	<i>In Numerals</i>
Barnstable	50	Twenty-Six Dollars and Twenty-Five Cents	\$26.25
Bourne	200	Twenty-Four Dollars and Twenty-Five Cents	\$24.25
Brewster	250	Twenty-Nine Dollars and Twenty-Five Cents	\$29.25
Chatham	50	Thirty Dollars and Seventy Cents	\$30.70
Dennis	200	Twenty-Eight Dollars and Twenty-Five Cents	\$28.25
Sandwich	200	Twenty-Five Dollars and Twenty-Five Cents	\$25.25
Yarmouth	50	Twenty-Seven Dollars and Twenty-Five Cents	\$27.25

Item 205	Estimated Quantity	3/8" Peastone (Double Washed)	Per TON
<i>Town</i>		<i>Unit Bid Price in Words</i>	<i>In Numerals</i>
Barnstable	50	Twenty-Six Dollars and Seventy Cents	\$26.70
Brewster	250	Twenty-Nine Dollars and Seventy Cents	\$29.70
Chatham	100	Thirty-One Dollars and Twenty-Five Cents	\$31.25
Dennis	200	Twenty-Eight Dollars and Seventy Cents	\$28.70
Sandwich	100	Twenty-Five Dollars and Seventy Cents	\$25.70
Yarmouth	50	Twenty Seven Dollars and Seventy Cents	\$27.70

A Partnership

By _____ (SEAL)
(Firm Name)

(General Partner Name and Signature)

Business address: _____

Phone No.: _____

A Corporation

By Cape Cod Aggregates Corp.

(Corporation Name)

Massachusetts

(State of Incorporation)

By Laura L. L. Peterson 

(Name of person authorized to sign and Signature)

(Corporate Seal)

Attest 

(Secretary)

Business address: 1550 Phinneys Lane

Barnstable, MA 02630

Phone No.: 508-775-3716

A Joint Venture

By _____
(Name and Signature)

(Address)

By _____
(Name and Signature)

(Address)

(Each joint venture must sign. The manner of signing for each individual, partnership and corporation that is party to the joint venture should be in the manner indicated above.)

PLEASE USE THIS AS THE COVER SHEET FOR YOUR BID
CERTIFICATE of NON-COLLUSION AND TAX COMPLIANCE

Pursuant to MGL Chapter 62C, Section 49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, have complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

I certify under the penalties of perjury that this bid/proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certificate, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other legal organization, entity or group of individuals.

Company: Cape Cod Aggregates Corp.

Address: 1550 Phinneys Lane

Barnstable, MA 02630

Signature of Individual Signing

Bid, or Corporate Officer:



Telephone Number: 508-775-3716

Social Security Number

04-2739365

Or Federal Identification Number: _____

Date: January 24, 2019

**Any person or corporation which fails to execute this document
will be considered a non-responsive bidder
and will be rejected pursuant to MGL Chapter 30, 39M.**

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

January 31, 2019

MEMORANDUM

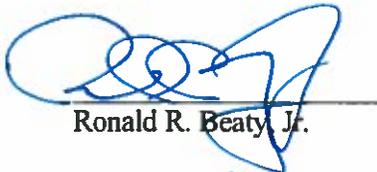
TO: County Commissioners
FROM: Elaine Davis, Chief Procurement Officer
RE: Notice of Bid Award

Barnstable County issued an Invitation for Bids for Roadway Materials for towns in the County for the period of April 1, 2019 through March 31, 2020, with the option to renew for one additional year. Four bids were received. Please award the bids to the following vendors as the responsive, responsible bidders offering the lowest price for each town as highlighted on the attached spreadsheet:

Aggregate Industries
PA Landers, Inc.
Lawrence Lynch Corp
Cape Cod Aggregates, Corp

Please reject the bids submitted for Hot Mix Asphalt Loaded on Town Trucks for all towns, except for the Town of Bourne. We will be re-writing the specifications.

County Commissioners:


Ronald R. Beaty, Jr.


Mary Pat Flynn


Ronald Bergstrom

2/6/19
Date

Town	Item	Description	Unit	Estimated Quantity	Unit Price	Unit Price	Unit Price	Unit Price
					Aggregate Industries	PA Landers, Inc.	Lawrence Lynch Corp	Cape Cod Aggregates, Corp
Barnstable	200	Hot Mix Asphalt (Loaded on Town Trucks)	TON	750	\$79.00		\$74.00	
Bourne	200	Hot Mix Asphalt (Loaded on Town Trucks)	TON	400	\$79.00		\$74.00	
Brewster	200	Hot Mix Asphalt (Loaded on Town Trucks)	TON	500	\$79.00		\$74.00	
Chatham	200	Hot Mix Asphalt (Loaded on Town Trucks)	TON	100	\$79.00		\$74.00	
Dennis	200	Hot Mix Asphalt (Loaded on Town Trucks)	TON	500	\$79.00		\$74.00	
Harwich	200	Hot Mix Asphalt (Loaded on Town Trucks)	TON	100	\$79.00		\$74.00	
Orleans	200	Hot Mix Asphalt (Loaded on Town Trucks)	TON	100	\$79.00		\$74.00	
Sandwich	200	Hot Mix Asphalt (Loaded on Town Trucks)	TON	700	\$79.00		\$74.00	
Yarmouth	200	Hot Mix Asphalt (Loaded on Town Trucks)	TON	500	\$79.00		\$74.00	
Barnstable	201	Sand Borrow	TON	500		\$16.00		\$15.50
Brewster	201	Sand Borrow	TON	2,000		\$16.00		\$16.95
Chatham	201	Sand Borrow	TON	1,000		\$15.00		\$18.95
Dennis	201	Sand Borrow	TON	200		\$14.00		\$15.95
Barnstable	202	Loam Borrow	TON	500		\$27.60		
Brewster	202	Loam Borrow	TON	100		\$30.00		
Chatham	202	Loam Borrow	TON	200		\$30.00		
Dennis	202	Loam Borrow	TON	200		\$27.60		
Sandwich	202	Loam Borrow	TON	200		\$24.00		
Barnstable	203	1-1/2" Crushed Stone (Double Washed)	TON	100		\$24.00		\$24.70
Bourne	203	1-1/2" Crushed Stone (Double Washed)	TON	300		\$24.00		\$22.70
Brewster	203	1-1/2" Crushed Stone (Double Washed)	TON	500		\$27.00		\$27.70
Chatham	203	1-1/2" Crushed Stone (Double Washed)	TON	150		\$27.00		\$29.25
Dennis	203	1-1/2" Crushed Stone (Double Washed)	TON	500		\$25.00		\$26.70
Sandwich	203	1-1/2" Crushed Stone (Double Washed)	TON	200		\$20.00		\$23.70

Yarmouth	203	1-1/2" Crushed Stone (Double Washed)	TON	500		\$26.00	\$25.70
Barnstable	204	3/4" Crushed Stone (Double Washed)	TON	50		\$26.00	\$26.25
Bourne	204	3/4" Crushed Stone (Double Washed)	TON	200		\$26.00	\$24.25
Brewster	204	3/4" Crushed Stone (Double Washed)	TON	250		\$29.00	\$29.25
Chatham	204	3/4" Crushed Stone (Double Washed)	TON	50		\$29.00	\$30.70
Dennis	204	3/4" Crushed Stone (Double Washed)	TON	200		\$27.00	\$28.25
Sandwich	204	3/4" Crushed Stone (Double Washed)	TON	200		\$22.00	\$25.25
Yarmouth	204	3/4" Crushed Stone (Double Washed)	TON	50		\$28.00	\$27.25
Barnstable	205	3/8" Peastone (Double Washed)	TON	50		\$35.00	\$26.70
Brewster	205	3/8" Peastone (Double Washed)	TON	250		\$35.00	\$29.70
Chatham	205	3/8" Peastone (Double Washed)	TON	100		\$35.00	\$31.25
Dennis	205	3/8" Peastone (Double Washed)	TON	200		\$35.00	\$28.70
Sandwich	205	3/8" Peastone (Double Washed)	TON	100		\$25.00	\$25.70
Yarmouth	205	3/8" Peastone (Double Washed)	TON	50		\$35.00	\$27.70
Barnstable	206	3/4" Dense Graded Crushed Stone	TON	500		\$25.00	\$19.70
Bourne	206	3/4" Dense Graded Crushed Stone	TON	500		\$23.00	\$17.70
Brewster	206	3/4" Dense Graded Crushed Stone	TON	500		\$25.00	\$22.70
Chatham	206	3/4" Dense Graded Crushed Stone	TON	25		\$28.00	\$24.25
Dennis	206	3/4" Dense Graded Crushed Stone	TON	500		\$28.00	\$21.70
Orleans	206	3/4" Dense Graded Crushed Stone	TON	2,000		\$28.00	\$23.70
Sandwich	206	3/4" Dense Graded Crushed Stone	TON	200		\$21.00	\$18.70
Yarmouth	206	3/4" Dense Graded Crushed Stone	TON	500		\$25.00	\$20.70
Brewster	207	Recycled Asphalt	TON	100	\$15.00	\$18.00	\$15.25
Chatham	207	Recycled Asphalt	TON	100	\$16.00	\$19.00	\$17.25
Dennis	207	Recycled Asphalt	TON	600	\$14.00	\$19.00	\$17.25
Harwich	207	Recycled Asphalt	TON	400	\$14.50	\$23.00	\$24.25
Sandwich	207	Recycled Asphalt	TON	200	\$16.00	\$16.00	\$14.75

AGENDA ITEM 8g

Authorizing the creation of a new fund for a grant from the Massachusetts Department of Environmental Protection to the County Health and Environment Department, for a Project on Reducing Phosphorus Impacts from Septic Systems Near Freshwater Lakes and Ponds-Defining BMPs in the amount of \$96,603.54, through June 30, 2021



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: March 12, 2019

TO: County Commissioners

FROM: Quan Tobey

SUBJECT: New Fund Memo for MassDEP 319 Grant

Barnstable County and the Department of Health and the Environment has received a grant in the amount of \$96,603.54 from the MA Department of Environmental Protection.

Please sign below so the Finance Department may establish a new fund for this grant. The contract is attached for your reference. This funding will be used to help define best management practices for reducing phosphorus impacts from septic systems near freshwater lakes and ponds.

Respectfully submitted,

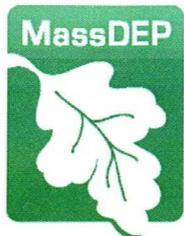
Quan Tobey

Ronald Bergstrom
County Commissioner

Mary Pat Flynn
County Commissioner

Ronald R. Beaty
County Commissioner

Date



Commonwealth of Massachusetts
Executive Office of Energy & Environmental Affairs

Department of Environmental Protection

Central Regional Office • 8 New Bond Street, Worcester MA 01606 • 508-792-7650

Charles D. Baker
Governor

Karyn E. Polito
Lieutenant Governor

Matthew A. Beaton
Secretary

Martin Suuberg
Commissioner

January 17, 2019

John T. Yunits
Barnstable County Administrator
Barnstable County Complex
3195 Main Street PO Box 427
Barnstable MA 02630

RE: Project 19-02/319, *Reducing Phosphorus Impacts from Septic Systems Near Freshwater Lakes and Ponds-Defining BMPs*

Dear Mr. Yunits:

Enclosed for review, signature, and return are three copies of a proposed Contract and associated forms for the *Reducing Phosphorus Impacts from Septic Systems Near Freshwater Lakes and Ponds-Defining BMPs Project*, project number 19-02/319.

Please complete and sign in blue ink the following forms and statements:

1. Standard Contract Form

Please return all three sets of contracts. A copy of the final approved contract will be returned to you with the Notice to Proceed letter. If you have any questions please contact me at 508-767-2795. Thank you for your participation in the 319 Grant Program.

Sincerely,

Malcolm M. Harper
Department of Environmental Protection

Encls.

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/osc under [OSD Forms](#).

CONTRACTOR LEGAL NAME: County of Barnstable	COMMONWEALTH DEPARTMENT NAME: MMARS Department Code: Department of Environmental Protection
Legal Address: (W-9, W-4, T&C): 3195 Main Street, Barnstable MA 02630-1105	Business Mailing Address: 8 New Bond Street, Worcester MA 01606
Contract Manager: George Heufelder E-Mail: gheufelder@barnstablecounty.org Phone: 508-375-6616 Fax: 508-362-2603	Billing Address (if different): Contract Manager: Christopher Palmer E-Mail: christopher.palmer@state.ma.us
Contractor Vendor Code: VC6000194979	Phone: 617-292-5772 Fax: 617-292-5850
Vendor Code Address ID (e.g. "AD001"): AD01 (Note: The Address Id Must be set up for EFT payments.)	MMARS Doc ID(s): CT EQE 5014 CTYBARNSTABLE1902319 RFR/Procurement or Other ID Number: BWP RFR # 2018-08-319
<p style="text-align: center;"><input checked="" type="checkbox"/> NEW CONTRACT</p> PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" 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 type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)	<p style="text-align: center;"><input type="checkbox"/> CONTRACT AMENDMENT</p> Enter Current Contract End Date <u>Prior</u> 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). <u>\$96,603.54</u> .	
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% 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 ___ statutory/legal or Ready Payments (G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy .)	
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) <i>Project 19-02/319, Reducing Phosphorus Impacts from Septic Systems Near Freshwater Lakes and Ponds-Defining Best Management Practices grant project</i>	
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 June 30, 2021 , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.	
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the " Effective Date " of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions , this Standard Contract Form including the Instructions and Contractor Certifications , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.	
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: <u>2-15-19</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>John T Yunick</u> Print Title: _____	AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Bawa Wavezwa</u> Print Title: <u>Director COM Fiscal</u>



INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NEW CONTRACTS (left side of Form):

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

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

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

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

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

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

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

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

CONTRACT AMENDMENT (Right Side of Form)

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

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

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

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. **Amendment to Scope or Budget.** Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in [801 CMR 21.07](#), incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

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

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

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

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posted.

COMMONWEALTH TERMS AND CONDITIONS

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

COMPENSATION

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

PAYMENTS AND PROMPT PAY DISCOUNTS

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

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

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

ANTICIPATED START DATE

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

CONTRACT END DATE

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

CERTIFICATIONS AND EXECUTION

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

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

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

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

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

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the [Federal Equal Employment Opportunity \(EEO\) Laws](#) the [Americans with Disabilities Act](#); [42 U.S.C Sec. 12.101, et seq, the Rehabilitation Act](#), [29 USC c. 16 s. 794](#); [29 USC c. 16, s. 701](#); [29 USC c. 14, 623](#); [the 42 USC c. 45](#); (Federal Fair Housing Act); [G.L. c. 151B](#) (Unlawful Discrimination); [G.L. c. 151E](#) (Business Discrimination); the Public Accommodations Law [G.L. c. 272, s. 92A](#); [G.L. c. 272, s. 98](#) and 98A, [Massachusetts Constitution Article CXIV](#) and [G.L. c. 93, s. 103](#); [47 USC c. 5, sc. II, Part II, s. 255](#) (Telecommunication Act); Chapter 149, [Section 105D](#), [G.L. c. 151C](#), [G.L. c. 272, Section 92A](#), [Section 98](#) and [Section 98A](#), and [G.L. c. 111, Section 199A](#), and [Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities](#), and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also [MCAD](#) and [MCAD links and Resources](#).

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

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



"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 subcontractors, 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.

Attachment A
Scope of Services

**Reducing Phosphorus Impacts from Septic Systems Near Freshwater Lakes and Ponds-Defining
Best Management Practices
19-02/319**

Introduction:

This project will validate cost-effective Best Management Practices for protecting freshwater resources from phosphorus inputs from onsite septic systems. Phosphorus inputs to our region's freshwater lakes and ponds are often responsible for harmful algae blooms, anoxic events that cause fish kills, and reduced ecologically-stabilizing diversity. The project will pilot at least two advanced-treatment technologies to address the issue and in addition to demonstrate the efficacy of applying two shallow soils-based treatment technologies, which currently have General Use Approval in the Commonwealth, to attenuate phosphorus from onsite septic systems. As a result, the project will develop both a Best Management Strategy for protection of freshwater watersheds that depend on septic systems, and guidelines for BMP implementation.

Phosphorus remains a key environmental stressor in freshwater lakes and ponds and can result in harmful algae blooms and periods of anoxia that result in fish kills and reduced ecosystem diversity. While some promising advanced onsite treatment technologies exist (there are presently two in the Pilot-Approval stage in Massachusetts), communities are generally unaware of these and other more recently-developed and promising technologies. One aspect of the proposed effort is to install and test these and selected other technologies in real situations to demonstrate their efficacy in reducing wastewater phosphorus.

In addition to the dearth of available treatment technologies, phosphorus management from wastewater near ponds and lakes is hampered by the common practice of replacing native in-place soil in leaching fields with sand fill. Some of the most valuable and available partners in efforts to attenuate phosphorus are the qualities of our native soils located in the shallow A and B soil horizons. These soil layers are generally discarded for use due to their slower percolation rate, yet their shallow location and finer textures facilitates both the recycling of phosphorus into the plant biota and the impedance of their transport to the groundwater. Accordingly, this project will install available and DEP-approved shallow-based systems in native shallow soil horizons and demonstrate the efficacy of this simple more-passive means of phosphorus attenuation. Focused education efforts will target boards of health and the engineering/design community to encourage this strategy for the protection of freshwater resources.

Project Goals:

The goals are to install at least four advanced onsite systems that purport to remove phosphorus and two to four shallow native-soil systems in watersheds of freshwater ponds in Barnstable County and demonstrate their efficacy in removing phosphorus. In addition, this project will encourage the community of engineers and system designers to consider the successful technologies in situations where their clients have septic systems near freshwater resources that may be impacted by phosphorus loading.

Strategy:

Install at least six new phosphorus removal septic systems at private residences, evaluate the phosphorus attenuation in each system and report findings. Prepare training materials for engineers and septic system installers that will enable a broader use of those technologies and strategies that are proven to reduce phosphorus inputs from septic systems. Present the information at two national-coverage conferences, at least five regional training sessions for health agents, system designers and regulators, and informational sessions held by town wastewater committees. Post all information on the Barnstable County website and various conference websites.

Targeted Pollutants and Waterbodies:

The target contaminant of this effort will be available phosphorus. Statewide Application.

Scope of Services:

The scope of services for this contract shall consist of the following tasks and deliverables as outlined below, consistent with the Grantee's technical proposal received on May 30, 2018 and as outlined in the RFR of April 5, 2018. In order for a deliverable to be considered complete under the contract, the deliverable must be completed in accordance with the contract specifications and contract schedule, must be approved by MassDEP.

Task 1: Revision of Quality Assurance Project Plan (QAPP) for MASSTC to accommodate sampling of non-proprietary passive phosphorus removal septic systems.

Complete a Quality Assurance Project Plan (QAPP) for the sampling beneath soil absorption systems and the discharges from packaged phosphorus removal units that meets criteria set forth in EPA requirement documents.

Deliverable 1:

- MassDEP and EPA approved revised QAPP for the collection of water quality data, to be approved prior to the commencement of any sampling;
- Using an appropriate method to determine results of anticipated pollutant load reductions achieved by septic systems implemented under this project.

Task 2: Compile information for the public and prospective program participants regarding the demonstration program. These documents will serve the dual purpose of introducing and explaining the program to prospective participants and informing the public and the design/engineering community of those aspects of the septic system design that promote phosphorus removal.

Deliverable 2: Document in various levels of detail (dependent on audience) that explain the need for phosphorus removal, the techniques and various strategies for phosphorus removal, summaries of the state of the art, and engineering aspects of designing system to optimize phosphorus removal.

Task 3: Recruit program participants, obtain permits, compile septic system plans and install six onsite septic systems that purport to attenuate phosphorus from onsite septic systems. Be present at Board of Health meetings at which projects are heard. Work with designers and vendors to optimize designs based on latest information

Deliverable 3: Details/drawing and descriptions of the systems installed under the demonstration program. Descriptions of installation, costs for each step including O&M, and details of difficulties encountered.

Task 4: Monitor the installed phosphorus-removal septic systems for a period of at least one year (monthly) in accordance with an accepted Quality Assurance Project Plan (QAPP). Influent and effluent (or alternately percolate) concentrations will be determined.

Deliverable 4: Data reports will be posted regularly on a website.

Task 5: Conduct outreach and education regarding the phosphorus treatment strategies and technologies. Conduct at least five presentations at regional conferences including the Onsite Wastewater Recycling Association affiliates, Commonwealth of Massachusetts training events and the Massachusetts Health Officers Association. Accommodate requests from local wastewater management groups and boards of health in Barnstable County for informational meetings regarding the work. In addition, summary sheets of all work conducted under this grant will be compiled and made and made available on the department website. Conduct three major workshops for engineers, designers and installers. These will be held by national and regional experts in soils and soils-based septic systems. Finally, there will be at least one submittal to peer reviewed environmental journals regarding the research on these systems.

Deliverable 5:

- Dates and times of presentations, web addresses of presentations, activity logs relative to the formation and vetting of design features, copies of research summary sheets.
- Activity logs relative to the formation and vetting of design features for the non-proprietary systems, copies of research summary sheets.
- Copies of outreach event announcements and numbers of attendees.
- Copies of articles submitted for publication and webpage postings as updated by the Barnstable County Department of Health and Environment.

Task 6: Reporting and Project Oversight

The Grantee will submit the following deliverables to MassDEP in accordance with the Milestone Schedule in Attachment C:

- 6a:** Quarterly progress reports will be submitted to the 319 Project Officer. Quarterly reports must be submitted by email in a format compatible with the Department's software (MS Word unless otherwise specified). These reports must contain a summary of all work completed, by task and as a percentage of each task completed, during the reporting period; and planned activities for the next quarter.
- 6b:** The Invoice, Attachment for DM/DWBE Reporting, and Match Certification forms should be signed by the authorized signatory, scanned, and submitted via email to the Department's Contract Manager. Hard copies are not required. Supporting documentation can also be submitted via email to the Department's Contracts Manager.
- 6c:** Quarterly reports described above must be submitted to the Department within 15 days following the end of the reporting quarter (i.e.; by January 15th, April 15th, July 15th and October 15th of each year).
- 6d:** A draft final report shall be submitted to the 319 Project Officer for review and comment at least two (2) months prior to the contract end date. This report must include a description of all activities undertaken as part of the project and a summary of the project.

6e: Two complete hard copies of the final report and three CDs with electronic versions of the final report will be submitted to the Department by the project end date. The **electronic report shall be authored in MS Word** and then converted to tagged PDF files for compatibility with the Department's internet web site. CDs should include both Word and PDF versions of the report and other project deliverables as appropriate.

Any files that are intended for publication on the MassDEP web site must comply with accessibility guidelines found at www.mass.gov/accessibility

Deliverable 6:

1. Quarterly progress and fiscal reports.
2. Draft and Final Report.

Additional Contract Conditions

1. Work undertaken as part of this grant project must exceed the requirements of the NPDES MS4 permit, and cannot be credited toward meeting the requirements of that permit.
2. All materials, software, maps, reports and other products produced through this contract shall be considered in the public domain and thus available at the cost of production. If GIS products are produced, a copy of any spatial data developed and full meta-data documentation must be provided as part of the project deliverables. A template for meta-data documentation is available from MassGIS. Data should be provided in either an ESRI file geo-database or shapefile.
3. During the project, title to any and all real and personal property, equipment and accessories purchased and used for the project scope of work and funded in whole or part by this contract shall be in the name and control of the Grantee.
4. After termination of the project, the manner of use and disposition of any equipment and accessories purchased and used for the project and funded in whole or part under this contract shall be determined by the Department.
5. Grantees must immediately notify the Department of the loss or reassignment of any key employee or subcontractor identified in the proposal, and the Department requires that a replacement employee or subcontractor be assigned within 60 days. The Department reserves the right to terminate the contract if the Grantee fails to replace a key employee or subcontractor within this time frame or to substitute appropriately qualified key employee.
6. Any changes to the contract scope of work or budget categories must be approved in writing by the Department. Requests for contract scope or budget modifications must be submitted in writing to the 319 Project Officer for review and approval.

7. The award of this Grant by the Department does not constitute a permit or any other approval that may be required for the implementation of the project funded by the Grant. The grantee shall timely obtain, and comply with, all federal, state and local permits and approvals required for the project.
8. The Department reserves the right to approve the selection of all consultants or subcontractors.
9. For any BMP installation funded under the 319 program, written certification that the system has been installed according to engineering and design specifications will be required from the designer or supplier of the technology. The certification must occur prior to the system being covered, buried, or otherwise made inaccessible, and shall occur in advance of release of payment for the system by the Department.

10. Public Awareness Terms and Conditions

- Prior written approval from the Department is required before material derived from the deliverables received under this Agreement is presented for publication or posted on the internet. An Acknowledgment of Support must be made in connection with the publishing or Internet posting of any material based on or developed under this Agreement. The acknowledgment will be in the form of a statement substantially as follows: "This project has been financed with Federal Funds from the Environmental Protection Agency (EPA) to the Massachusetts Department of Environmental Protection (the Department) under an s. 319 competitive grant. The contents do not necessarily reflect the views and policies of EPA or of the Department, nor does the mention of trade names or commercial products constitute endorsement or recommendation for use."
- Statements to the press are authorized as long as proper acknowledgment is given to the Department and EPA.
- Announcements: The grant recipient agrees that announcements through the web or print materials for Workshop, conference, demonstration days or other events as part of a project funded by a 319 assistance agreement shall contain a statement that the materials or conference has been funded by the Massachusetts Department of Environmental Protection and the United States Environmental Protection Agency.
- Public or Media Events: The Recipient agrees to notify the MassDEP and EPA Project Officers of public or media events publicizing the accomplishment of significant events related to construction projects as a result of this agreement, and provide the opportunity for attendance and participation by state and federal representatives with at least ten working days' notice.
- Limited English Proficiency Communities: To increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to include in their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable.

**Attachment B
Project Budget**

**Reducing Phosphorus Impacts from Septic Systems Near Freshwater Lakes and Ponds-Defining Best
Management Practices
19-02/319**

Expense Items	s.319 Amount	Non-Federal Match	Total Amount
Salaries, Fringe and Overhead			
Project Manager	\$10,920	\$3,640	\$14,560
Project Assistant	\$11,519.40	\$7,679.60	\$19,199
Sample Collector	\$8,960		\$8,960
Grant Administration	\$8,782.14		\$8,782.14
Subtotal	\$40,181.54	\$11,319.60	\$51,501.14
Subcontractual Services			
Construction of 6 Phosphorus Removal Units and Monitoring Ports	\$30,000	\$101,000	\$131,000
Contract Services Training	\$11,000		\$11,000
Contract Services Analytical	\$10,176		\$10,176
Subtotal	\$51,176	\$101,000	\$152,176
Travel (\$.45/mile)	\$990		\$990
Miscellaneous Supplies	\$4,256		\$4,256
Sampling Supplies and Equipment			
Totals:	<u>\$96,603.54</u>	<u>\$112,319.60</u>	<u>\$208,923.14</u>
Percent	46%	54%	100%

The Disadvantaged Business Enterprise, (DBE) Program "Fair Share" goals for the project are: \$8,775 for D/MBE (4.2%) and for \$9,402 D/WBE (4.5%). Firms utilized in Federally Assisted Projects must be certified as either an MBE or WBE *and* a DBE.

The Department will retain 10% of the total maximum obligation of the 319 grant funds or the final invoice submitted by the Grantee, whichever is greater, until all contract provisions are satisfied and final reports and other products are delivered and accepted. This 10% retainage shall be reflected on each invoice submitted by the Grantee and will be cumulative in the amount of \$9,660 (10% of the contract amount).



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



COMMONWEALTH TERMS AND CONDITIONS

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.

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: Jack Yunits

Title: Barnstable County Administrator

Date: May 25, 2017

(Check One): Organization Individual

Full Legal Organization or Individual Name: Barnstable County

Doing Business As: Name (If Different):

Tax Identification Number: 04-6001419

Address: 3195 Main Street ,Barnstable, MA 02630

Telephone: 508-375-6771 FAX:

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
Executive Office of Energy & Environmental Affairs

Department of Environmental Protection

One Winter Street Boston, MA 02108 • 617-292-5500

Charles D. Baker
Governor

Matthew A. Beaton
Secretary

Karyn E. Polito
Lieutenant Governor

Martin Suuberg
Commissioner

AFFIRMATIVE ACTION/COMPLIANCE SIGN-OFF SHEET
INTERAGENCY SERVICE AGREEMENT (ISA)/SERVICE CONTRACT (SC)
THIS SHEET MUST BE ATTACHED TO ALL DOCUMENTS

Name of Document: Reducing Phosphorous Impacts from Septic Systems Near Freshwater Lakes and Ponds-Defining BMPs

Document ID: 2019-02/319

Contractor Name: Barnstable County Department of Health and the Environment

Document Type: ISA () **Service Contract (X)** Grant Agreement ()

Funding Source: State () **Federal (X)** Trust () Bond ()

Bureau Administering Document: BWR

Program Manager: Malcolm Harper

Prime Contractor: D/MBE () D/WBE ()

Subcontractor: D/MBE: **TBD** D/MBE Goal Amount: **\$8,774.77 (4.20%)**
D/WBE: **TBD** D/WBE Goal Amount: **\$9,401.54 (4.50%)**

***** APPROVED: X SEE BELOW: _____ *****

The Director of the Division of Fiscal Management and the Procurement Analyst have approved the attached document. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and all federal laws applicable to this contract.

The grantee will allow applicable procurement regulations to comply with the minimum Disadvantage Minority and Women Business Utilization goals of **4.20% D/MBE** and **4.50% D/WBE, unless otherwise noted**. Any substitutions of D/M/WBE firms will require notification to the MassDEP.

Reviewed by: Date: 10 January 2019
Yit Ling T. Slayman, Procurement Analyst

Approved by: Date: 10 January 2019
Bawa Wavezwa, Director, Fiscal Management

**BARNSTABLE COUNTY
DEPARTMENT OF HEALTH AND ENVIRONMENT**

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BARNSTABLE, MA 02630

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Facebook:
<http://www.facebook.com/bchdcapecod>
Tel: 508-375-6616

May 23, 2018

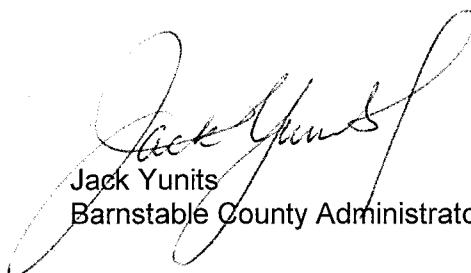
Massachusetts Department of Environmental Protection
Bureau of Water Resources
8 New Bond Street
Worcester, MA 01606
Re: Document No. BRP-RFR-2017-06-319
Attn: Malcolm Harper

Mr. Harper:

Barnstable County understands that Section 319 Nonpoint Source Competitive Grant Program asks for a good faith effort that minimum Fair Share Disadvantaged Minority and Women Business Enterprise goals will be met or exceeded for this project. Barnstable County, through its Department of Health and Environment plans to contract with DMBE/DWBE vendors for services related to the installation of septic system referenced in the proposal titled "Demonstration of Cost-effective Best Management Practices for Protecting Freshwater Resources from Phosphorus Inputs from Onsite Septic Systems during this project. The Fair Share utilization goals for this project are 4.2% DMBE and 4.5% DWBE on the total project dollars. To comply with the DMBE/DWBE participation goals, it is anticipated that \$ 8,775 for DMBE and \$ 9,402 DWBE will be adhered to. **The specific categories will be in the contracting of alternative septic system installation to include excavators, electricians, and design engineers.** All other services are proposed for in-house staff (such as laboratory services, monitoring and outreach).

If you have any questions regarding this, please don't hesitate to ask.

Regards



Jack Yunits
Barnstable County Administrator

BARNSTABLE COUNTY

DEPARTMENT OF HEALTH AND ENVIRONMENT

POST OFFICE BOX 427
BARNSTABLE, MA 02630

Email: gheufelder@barnstablecounty.org
Web: www.barnstablecountyhealth.org
Twitter: [@BCHDCapeCod](https://twitter.com/BCHDCapeCod)
Facebook:
<http://www.facebook.com/bchdcapecod>
Tel: 508-375-6616

Barnstable County has a statutory mandate under law to guarantee equal treatment for all who seek access to its services or opportunities for employment and advancement. No discrimination will be tolerated on the basis of race, creed, political affiliation, color, sex, national origin, age, or handicap. The ultimate goal is for personnel of this organization to reflect the proportions of minority, female, and handicapped persons in the populations they serve.

Barnstable County will meet its legal, moral, social, and economic responsibilities for Equal Employment Opportunity/Affirmative Action as authorized and required by all pertinent state and federal legislation, executive orders and rules and regulations, including the following:

1. Title II of the Civil Rights Act of 1964 (42 USC s2000e et seq., which prohibits discrimination in employment on the basis of race, color, religion, sex, or national origin; and
2. The Age Discrimination in Employment Act of 1967 (29 USC s621 et seq.), which prohibits discrimination in employment on the basis of age with regard to those individuals who are at least 40 years of age, but less than 65 years of age; and
3. Section 504 of the Rehabilitation Act of 1973 (29 USC s794), and the regulations promulgated pursuant thereto (45 CFR Part 84), which prohibit discrimination against qualified handicapped individuals on the basis of handicap and requires employers to make reasonable accommodations to known physical or mental limitations of otherwise qualified handicapped applications and employees; and
4. M.G.L. c. 151B s4 (1), as amended by Chapter 533, 1983, which prohibits discrimination in employment on the basis of race, color, sex, religious creed, national origin, ancestry, age or handicap,

In addition, the Provider agrees to be familiar with and abide by:

- Massachusetts Executive Order 524
- Massachusetts Executive Order 526
- Equal Pay Act of 1963
- Massachusetts Architectural Barriers Board Act
- Federal Executive Orders 11246 and 11375 as amended.

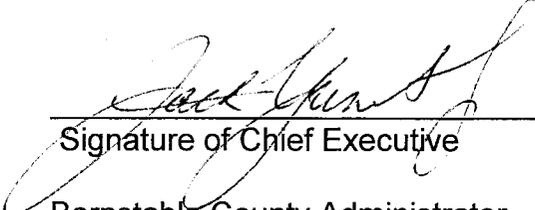
All employees, unions, sub contractors and vendors must make genuine and consistent efforts:

1. To ensure equal employment opportunities for present and future employees, and
2. To implement affirmative action, as legally required, to remedy the effects of past employment discrimination and social inequalities.

The responsibility for implementing and monitoring this policy has been delegated to:

Ms. Justyna Marczak, Human Resources Coordinator

Furthermore, Ms. Justyna Marczak, prohibits that any employee, or applicant, be subjected to coercion, intimidation, interference or discrimination for filing a complaint or assisting in an investigation under this program. No portion of this Equal Employment Opportunity/Affirmative Action Policy shall be construed as conflicting with any existing or future judicial or legislative mandate where a constricton consistent with that mandate is reasonable.



Signature of Chief Executive
Barnstable County Administrator

5-28-18

Date

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May
2004



CONTRACTOR LEGAL NAME : Barnstable County
CONTRACTOR VENDOR/CUSTOMER CODE:

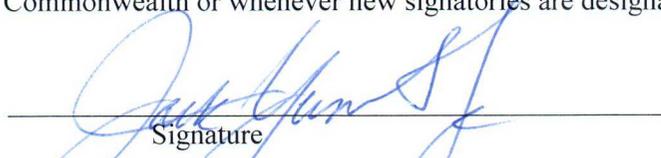
INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In 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
Mary Pat Flynn	Barnstable County Commissioner (Vice-chair)
Leo Cakounes	Barnstable County Commissioner (Chair)
Ronald Beaty Jr	Barnstable County Commissioner
Jack Yunits	County Administrator

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: May 29, 2018

Title: Barnstable County Administrator Telephone: 508-375-6771

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

Issued May
2004



CONTRACTOR LEGAL NAME : Barnstable County
CONTRACTOR VENDOR/CUSTOMER CODE:

PROOF OF AUTHENTICATION OF SIGNATURE

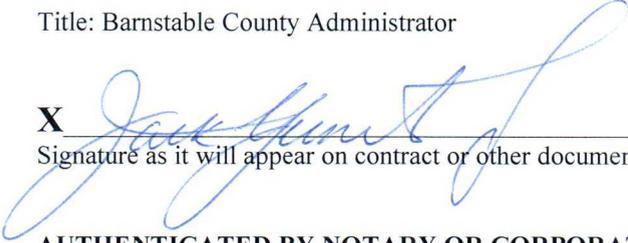
This page is optional and is available for a department to authenticate contract signatures.
It is recommended that Departments obtain authentication of signature for the signatory
who submits the Contractor Authorized Listing.

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

Signatory's full legal name (print or type): John Thomas Yunits, Jr

Title: Barnstable County Administrator

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, Owen G. Fletcher (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:

May 29, 2018

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

Please print or type

Name (List legal name, if joint names, list first & circle the name of the person whose TIN you enter in Part I-See Specific Instruction on page

COUNTY OF BARNSTABLE

Business name, if different from above. (See Specific Instruction on page 2)

Check the appropriate box: Individual/Sole proprietor Corporation Partnership Other ► GOVERNMENT

Legal Address: number, street, and apt. or suite no.

3195 MAIN STREET
 City, state and ZIP code

BARNSTABLE, MA 02630

Remittance Address: if different from legal address number, street, and apt. or suite no P.O. BOX 427

City, state and ZIP code

Phone # (508) 375-6645

Fax # (508) 362-4136

Email address: TROGERS@BARNSTABLECOUNTY.ORG

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 2.

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number

□□□-□□-□□□□

OR

Employer identification number

04-6001419

Vendors:

Dunn and Bradstreet Universal Numbering System (DUNS)

DUNS

076612407

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Services (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am an U.S. person (including an U.S. resident alien).
- I am currently a Commonwealth of Massachusetts's state employee: (check one): No ___ Yes ___ If yes, in compliance with the State Ethics Commission requirements.

Certification Instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply.

Sign Here

Authorized Signature ►

Patricia Rogers

Date ►

5/21/2013

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify you are not subject to backup withholding

If you are a foreign person, use the appropriate Form W-8. See Pub 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

What is backup withholding? Persons making certain payments to you must withhold a designated percentage, currently 28% and pay to the IRS of such payments under certain

conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

- You do not furnish your TIN to the requester, or
- You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions on page 2.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may

AGENDA ITEM 8h

Authorizing the execution of a cooperative agreement with the Town of Chatham to do and perform all dredge related work at Stage Harbor

COOPERATIVE AGREEMENT
BETWEEN
BARNSTABLE COUNTY
AND
TOWN OF CHATHAM

THIS AGREEMENT, made and entered into this 15th day of March, 2019 by and between the County of Barnstable, hereinafter called the "County," and the Town of Chatham.

WHEREAS, the Town wishes to have the County undertake the dredging projects covered by this agreement more specifically described by way of the attached plan pursuant to the terms and conditions directed herein.

ARTICLE I. STATEMENT OF WORK

NOW THEREFORE, in consideration of the above premises and in the interest of the mutual advantage in attainment of common objectives, the parties hereto agree as follows:

BARNSTABLE COUNTY AGREES:

1. To do and perform all dredge related work for the Town of Chatham in accordance with the specifications, drawings and plans (Attachment I) up to a maximum contract amount of \$390,000. This is based on removing up to approximately 30,000 cubic yards of material at \$13.00 per cubic yard and the charge for mobilization/demobilization costs as set forth in Article III herein. Final and complete specifications, plans and drawings shall be provided to the County by the Town in a timely manner.
2. To observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the specifications, plans, drawings, and permits identified in Attachment I as applicable to dredging and rough placement of materials.
3. To provide a hydraulic dredge and all related equipment to conduct maintenance dredging for the Town, according to and guided by the specifications, plans, drawings as provided.
4. To pump dredge materials and provide rough beach placement of said materials at a rate of \$13.00 per cubic yard for standard dredge material. This price includes before and after dredge surveys to be performed by the County. The County warrants that the final surveys are performed for the limited purpose of substantiating dredge volumes and under no conditions should said surveys be utilized to delineate navigable channels. The County shall provide the Town access to detailed survey work through Provincetown Coastal at the Town's request and at the Town's expense.

5. To comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage injury or loss or on dredging or handling of dredge materials.
6. To the extent permitted by law, to indemnify and hold harmless any party sustaining damage or loss resulting from the negligence of the County and its employees with respect to the County's performance of its obligations under this Agreement. Nothing in the previous sentence shall be construed as a waiver of the limitations on the Town's liability under the Massachusetts Tort Claims Act or under other provisions of this agreement.
7. Immediately notify the Town and cease operations whenever the dredging operations exceed by more than 10 % the specifications, drawings and plans agreed to as the volume scope of the agreement or whenever situations or conditions are encountered outside the scope of the specifications, drawings, and plans that were nor reasonably foreseeable. The parties agree that variations on the scope of 10 % more than or less than the proposed scope of work is reasonable due to climatic and coastal changes and that price adjustments shall be made accordingly. The parties further agree that changes in excess of 10 % shall require the parties to adjust this contract in writing pursuant to Article V.
8. Without the prior approval of the Town, the dredge will operate between the hours of 7:00 A.M. and 5:00 P.M, Monday through Sunday.

THE TOWN OF CHATHAM AGREES:

1. To obtain all required federal, state, and local permits and approvals to conduct the dredge project.
2. To furnish all specifications, drawings, and plans required to perform the dredge project at the execution of this document. Said documents will be incorporated by reference as Attachment I.
3. To conduct required inspections and testing consistent with federal, state and local permits and approvals.
4. To inspect the County's on-site dredging work in a timely manner.
5. To obligate funds to conduct the dredging work specified in Attachment I.
6. To indemnify and hold harmless any party sustaining damage or loss resulting from the negligence of the Town with respect to the Town's performance of its obligations under this Agreement. No provisions in this agreement or otherwise shall be construed as a waiver of the limitations on the Town's liability under the Massachusetts Tort Claims

Act..

BOTH BARNSTABLE COUNTY AND THE TOWN OF CHATHAM AGREE:

That nothing herein shall be construed as obligating either Barnstable County or the Town of Chatham to expend funds or to be obligated to spend funds beyond the scope of this contract.

This AGREEMENT may only be modified in the form of amendments in writing by mutual agreement by both parties. Request for modification will be forwarded to one party by the other party by written notice.

ARTICLE II. TERM OF AGREEMENT

This AGREEMENT shall be effective when signed by all parties and shall remain in effect until the dredging identified in Attachment I is completed to the mutual satisfaction of all parties.

ARTICLE III. PAYMENT TO COUNTY:

The cost of the project shall be based on a per cubic yard basis, and calculated on the total cubic yards of material moved, using standard engineering practices, except as specified in Article VIII, and the mobilization and demobilization costs. The cost per cubic yard is \$13.00. The Town shall be billed, and the County shall be paid for the following services:

Mobilization costs for project is 0% of total cost

100% movement/placement of dredge materials;

Demobilization costs for the project is 0% of total cost

The Town shall submit payment within 30 days of date of invoice to the County. Failure to pay said invoice within 30 days will result in the assessment of a late fee in the amount of 1% per month (12% annually) on the unpaid balance remaining after the 30th day. Said late fee will be assessed daily 0.033%. Failure to pay invoice within 90 days may result in legal action. The Town shall be responsible for all legal costs incurred by the County in collection of unpaid debts.

ARTICLE IV. WEATHER CONDITIONS

In the event of temporary suspension of work due to inclement weather conditions, the County shall cease work with no adverse consequences to the County. The decision to cease work shall be made by the County in consultation with the Town.

ARTICLE V. CHANGES IN WORK

No changes in the work covered by this Agreement shall be made without having prior written approval of both the Town and County. Costs for additional cubic yardage shall be determined utilizing the costs identified in Article III.

ARTICLE VI. COUNTY INSURANCE

The County shall maintain the following insurance coverage while conducting the dredge project:

1. Compensation insurance. The County shall maintain during the life of this Agreement Workmen's Compensation Insurance as required by applicable state law.
2. Protection and Indemnity insurance.
3. General liability and excess liability insurance.
4. Pollution insurance.
5. Contingent watercraft liability insurance.

ARTICLE VII. INDEMNIFICATION

To the extent permitted by law, Barnstable County agrees to defend, indemnify, defend and hold harmless the Town of Chatham from any claims, demands, suits or judgments by third parties which may arise out of the negligent activities of Barnstable County or its employees while performing its obligations under this Agreement. Nothing in the previous sentence shall be construed as a waiver of the limitations on the County's liability under the Massachusetts Tort Claims Act or under other provisions of this Agreement.

To the extent permitted by law, the Town of Chatham agrees to defend, indemnify, defend and hold harmless Barnstable County from any claims, demands, suits or judgments by third parties which may arise out of the negligent activities of the Town of Chatham or its employees while performing its obligations under this Agreement. Nothing in the previous sentence shall be construed as a waiver of the limitations on the Town's liability under the Massachusetts Tort Claims Act or under other provisions of this Agreement.

ARTICLE VIII. TERMINATION

This Agreement may only be terminated after written mutual agreement to do so by both parties. The Town shall pay the County all costs incurred by the County to the date of termination, including staff time, review of documents and any other costs associated with the project up to said termination.

IN WITNESS WHEREOF, the TOWN and the COUNTY execute this Agreement this _____ day of _____, 2019.

BARNSTABLE COUNTY
COMMISSIONERS:

TOWN OF CHATHAM:

Ronald Bergstrom

Jill N. Goldsmith

Jill R. Goldsmith,
3/15/19 *Town Manager*
Date

Ronald Beaty

RA *3/15/19*

Mary Pat Flynn

Date

AGENDA ITEM 8i

Authorizing the execution of Certificates for Dissolving Septic Betterments



**BARNSTABLE COUNTY
COMMUNITY SEPTIC MANAGEMENT
LOAN PROGRAM**

3195 MAIN STREET/ P.O.BOX 427
BARNSTABLE, MASSACHUSETTS 02630



Kendall Ayers
Program Administrator

Phone: (508) 375-6610

Fax: (508) 375-6854

www.barnstablecountysepticloan.org

MEMORANDUM

DATE: March 18, 2019
TO: County Commissioners
FROM: Community Septic Management Loan Program
SUBJECT: Certificates for Dissolving Septic Betterments

Please execute Certificates for Dissolving Septic Betterments certifying that the betterment assessments upon the hereinafter described parcels of real estate in the Notices of Betterment Assessment recorded in Barnstable County Registry of Deeds or Barnstable Registry District of the Land Court as listed below, stating that betterments to be assessed pursuant to a betterment agreement for septic improvements, in accordance with General Laws, Chapter 111, Section 127B 1/2 have, together with any interest and costs thereon, been paid or legally abated.

Approved:

Board of Regional Commissioners

Ronald Bergstrom, Chair

Ronald R. Beaty, Vice-Chair

Mary Pat Flynn, Commissioner

Date

CERTIFICATES FOR DISOLVING SEPTIC BETTERMENTS FOR 03/20/19

Barnstable Registry District of the Land Court		Barnstable County Registry Of Deeds						
Notice of Betterment Assessment Document No.	Deed Reference Document No.	Deed Reference Certificate of Title No.	Notice of Betterment Assessment Book	Notice of Betterment Assessment Page	Deed Reference Book	Deed Reference Page	Owner(s) Named in Betterment Assessment	Location of Property
X	X	X	27109	95	9126	241	John A. DeSignore	Assessors Map 29, Section 05 Parcel 009, Lot O 15 24 Cross Road East Falmouth (Falmouth)
X	X	X	24082	332	15084	83	Robert R. Stout Joan A. Stout	Assessors Map 388 Parcel 29 41 Seaside Avenue Dennis
X	X	X	31398	182	11505	53	Frances T. White	Assessors Map 041 Parcel 012-014 101 Cherrywood Lane Marstons Mills (Barnstable)
X	X	X	30693	157	1849	203	Gertrude A. Snow	Assessors Map 87 Parcel 15 34 Montague Drive West Yarmouth (Yarmouth)
X	X	X	27319	274	11360	158	Randy M. Menard Suzanne L.G. Menard	Assessors Map 87 Parcel 166 51 Quartermaster Row South Yarmouth (Yarmouth)
X	X	X	28299	239	17666	185	Sheila Parenteau	Assessors Map 144 Parcel 115 28 Plymouth Road Yarmouth Port (Yarmouth)
X	X	X	31747	80	3747	74	Christina A. Muto	Assessors Map 60 Parcel 43 9 Hinkle Lane Orleans
X	X	X	31078	19	1924	298	Richard F. Rubino Donna L. Rubino	Assessors Map 117 Parcel V30 2 Cove Road East Harwich (Harwich)
1205228	1061672 Lot 10 Plan 31043-A	182862	X	X	X	X	Christine A. Meade	Assessors Map 168 Parcel 19 129 Lumbert Mill Road Centerville (Barnstable)
125430	1126464 Lot 53 Plan 6139-N Sh 1	189847	X	X	X	X	Neal E. Sullivan Susan M. Sullivan	Assessors Map 5 Parcel 41 130 Snake Pond Road Forestdale (Sandwich)