

**AGENDA PACKET**  
**12/18/19 REGULAR MEETING**

## DOCUMENT LIST:

### **Agenda Item 5a:**

- Draft Minutes of the Board of Regional Commissioners' Regular Meeting of December 11, 2019

### **Agenda Item 8a:**

- Memorandum dated December 12, 2019 to the Barnstable County Commissioners from Erin Perry, Deputy Director of the Cape Cod Commission, regarding Barnstable County Economic Development Council (BCEDC) Appointments

### **Agenda Item 8b:**

- Memorandum to the Barnstable County Commissioners from Renie Hamman, HOME Program Manager, regarding "HOME Consortium Advisory Council, Appointment of Richard Carroll as Yarmouth Representative, dated December 12, 2019
- Letter dated December 11, 2019 from Daniel M. Knapik, Town Administrator, Town of Yarmouth, to Richard Carroll

### **Agenda Item 8c:**

- Memorandum to the Barnstable County Commissioners from Renie Hamman, HOME Program Manager, regarding "HOME Consortium Advisory Council, Appointment of Michael Trovato as Wellfleet Representative, dated December 12, 2019
- Letter dated December 10, 2019 from the Wellfleet Board of Selectmen to the Barnstable County Commissioners regarding "Barnstable County HOME Consortium"

### **Agenda Item 8d:**

- Amendment to an agreement, acting through the Cape Cod Commission, with the Town of Harwich, executed October 28, 2017, in the amount of \$175,658.00, for the utilization of mitigation funds for a Main Street (Route 28) Corridor Improvements Project, for a period through December 31, 2019, to extend the agreement duration through December 31, 2024
- Agreement, acting through the Cape Cod Commission, with the Town of Harwich, executed October 28, 2017, in the amount of \$175,658.00, for

the utilization of mitigation funds for a Main Street (Route 28) Corridor Improvements Project, for a period through December 31, 2019

**Agenda Item 8e:**

- Amendment to an agreement, acting through the Cape Cod Commission, with the Town of Mashpee, executed February 7, 2018, in the amount of \$450,000.00, to utilize nitrogen reduction mitigation funds to support the design of its proposed wastewater treatment plant, for a period from February 7, 2018 through December 31, 2019, to extend the agreement duration through March 31, 2020
- Agreement, acting through the Cape Cod Commission, with the Town of Mashpee, executed February 7, 2018, in the amount of \$450,000.00, to utilize nitrogen reduction mitigation funds to support the design of its proposed wastewater treatment plant, for a period from February 7, 2018 through December 31, 2019

**Agenda Item 8f:**

- Memorandum dated December 11, 2019 to the County Commissioners from Jennifer Frates, Chief Procurement Officer, regarding "Notice of Bid Award - #7892 Supply & Delivery of Toner"
- Bid Results from Invitation for Bid #7892 for the Supply and Delivery of Toners
- Contract for Services with Barbarian USA Inc. for the supply and delivery of toners, for a period from December 18, 2019 through June 30, 2020, with an option to renew for one (1) additional year
- Contract for Services with Printing Supplies USA, LLC for the supply and delivery of toners, for a period from December 18, 2019 through June 30, 2020, with an option to renew for one (1) additional year
- Contract for Services with Supplies Outlet for the supply and delivery of toners, for a period from December 18, 2019 through June 30, 2020, with an option to renew for one (1) additional year
- Contract for Services with The Tree House, Inc. for the supply and delivery of toners, for a period from December 18, 2019 through June 30, 2020, with an option to renew for one (1) additional year

**Agenda Item 8g:**

- Addendum No. 1 to a contract with Foth Infrastructure & Environment, LLC, executed May 28, 2019, in the amount of \$49,880.00, to provide consultant support services for the County Dredge, for a period from May 28, 2019 through November 28, 2019, to: 1) perform additional dredge services; 2) increase the contract payment by \$12,680.00, and 3) extend the time of performance through May 28, 2020

- Contract with Foth Infrastructure & Environment, LLC, executed May 28, 2019, in the amount of \$49,880.00, to provide consultant support services for the County Dredge, for a period from May 28, 2019 through November 28, 2019
- Memorandum dated May 1, 2019 to the County Commissioners from Elaine Davis, Chief Procurement Officer, regarding "Notice of Bid Award, Request for Proposals for County Dredge Consultant"
- Vote Attestation, dated May 9, 2019, for the award of a contract to, and execution of a contract with, Foth Cleengineering, for assistance to the County Dredge Department, for an amount not to exceed \$49,880.00, for a period through November 8, 2019, with two (2) one-year options to renew

**Agenda Item 8h:**

- Discharge of a mortgage by Dawn Granquist, acting by and through the Cape Cod Commission, to Barnstable County, dated November 17, 2009, and recorded with the Barnstable Registry of Deeds in Book 24173, Page 91

**Agenda Item 8i:**

- Discharge of a mortgage by Thomas F. and Virginia M. Hooper, acting by and through the Cape Cod Commission, to Barnstable County, dated August 29, 2007, and recorded with the Barnstable County Land Court as Document Number 1072007

**Agenda Item 8j:**

- Discharge of a mortgage by William H. Waterhouse Jr. and Winifred E. Waterhouse, to Barnstable County, dated August 14, 1996, and recorded with the Barnstable County Registry of Deeds in Book 10397, Page 223
- Memorandum to Jack Yunits, Jr., County Administrator / County Commissioners from Renie Hamman, HOME Program Manager, regarding Discharge of HOME Mortgage, 15 Cohasset Avenue, Buzzards Bay / Waterhouse (Winifred, William & Beverly), dated December 12, 2019

**Agenda Item 8k:**

- Subordination Agreement for a mortgage by Canal Bluffs P3 Preservation Associates Limited Partnership, to Barnstable County, dated July 31, 2017, and recorded with the Barnstable County Registry of Deeds in Book 30670, Page 304
- Barnstable County Home Program Memorandum to Jack Yunits, County Administrator / County Commissioners, from Renie Hamman, HOME

Program Manager, regarding "Agreement As To Subordinate Loans, Canal Bluffs III, Bourne", dated December 15, 2019

**Agenda Item 8l:**

- Memorandum dated December 16, 2019 to the Board of Regional Commissioners from the Community Septic Loan Program regarding "Certificates for Dissolving Betterments"

**Agenda Item 8m:**

- Memorandum dated December 11, 2019 to the County Commissioners from Jennifer Frates, Chief Procurement Officer, regarding "Notice of Bid Award - #7891 Mobile Lab Office Trailer"

# AGENDA ITEM 5a

Approval of Minutes: Regular Meeting of December 11, 2011

*COMMONWEALTH OF MASSACHUSETTS*

Barnstable, ss.

At a regular meeting of the Barnstable County Board of Regional Commissioners, held in the Commissioners' Conference Room, in the Superior Courthouse, on the eleventh day of December, A.D. 2019

**Board Regional Commissioners:**

Ronald R. Beaty                      Present

Ronald Bergstrom                      Present

Mary Pat Flynn                      Present

**Assembly of Delegates:**

John Ohman                      Dennis Delegate

Elizabeth Harder                      Harwich Delegate

**Staff Present:**

Jack Yunits                      County Administrator

Owen Fletcher                      Executive Assistant, Administration

Mike Maguire                      Director, Cape Cod Cooperative Extension

Shannon Hulst                      Deputy Director/CRS Coordinator

Abigail Archer                      Fisheries & Aquaculture Specialist, Cape Cod Cooperative Extension

Ian Roberts                      Technical Support Specialist, Information Technology

Kristy Senatori                      Executive Director, Cape Cod Commission

Jessica Wielgus                      Commission Counsel, Cape Cod Commission

Sarah Korjeff Mumford                      Planner II, Cape Cod Commission

Heather McElroy                      Natural Resources Manager, Cape Cod Commission

**1. Call to Order**

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

**2. Pledge of Allegiance****3. Moment of Silence**

Chairman Bergstrom called for a moment of silence to recognize all members of the United States Armed Forces serving both at home and overseas.

**4. Public Comment**

No members of the public offered comment on matters not on the agenda.

**5. Approval of Minutes****a. Regular Meeting of December 4, 2019**

*Motion by Commissioner Beaty to approve the minutes of the Board of Regional Commissioners' Regular Meeting of December 4, 2019 as presented, 2nd by Commissioner Flynn, approved 3-0-0*

**6. General Business****a. Report from Shannon Hulst, Deputy Director / Floodplain Specialist & Community Ratings System (CRS) Coordinator, Cape Cod Cooperative Extension, on travel for the Connecticut Association of Flood Managers Annual Conference in Westbrook, Connecticut on October 30, 2019**

Ms. Hulst discussed her attendance at the meeting. She noted that she participated in part at the request of colleagues in Connecticut, and due to grant requirements.

**b. Report from Abigail Archer, Fisheries & Aquaculture Specialist, and Shannon Hulst, Deputy Director / Floodplain Specialist & Community Ratings System (CRS) Coordinator, Cape Cod Cooperative Extension, on travel for the Gulf of Maine Council on the Marine Environment 2050 Symposium in Portland, Maine from November 4, 2019 through November 7, 2019**

Ms. Archer and Ms. Hulst spoke regarding research on marine life in the Gulf of Maine. The Commissioners engaged in a discussion on the effects on Cape Cod of species migration.

**c. Proposed Ordinance 19-18, To establish a District of Critical Planning Concern pursuant to the Cape Cod Commission in West Harwich, Massachusetts**

*Motion by Commissioner Beaty to approve Ordinance 19-18, To establish a District of Critical Planning Concern pursuant to the Cape Cod Commission in West Harwich, Massachusetts, pursuant to Section 3 – 8 of the Barnstable County Home Rule Charter, as presented, 2nd by Commissioner Flynn, approved 2-1-0 (YES: Bergstrom, Flynn. NO: Beaty)*

Ms. Mumford, Ms. Senatori, and Ms. Wielgus presented information on the ordinance to the Board. Ms. Mumford explained the Commission's coordination with the Town of Harwich. She also spoke regarding the procedural history of the item and described the reasoning behind the creation of the district. Commissioner Beaty asked whether the town could accomplish the goals of the district without its creation. Ms. Mumford indicated that one advantage of the district was the creation of a moratorium on developments in its boundaries.

Chairman Bergstrom noted transportation concerns in the district and highlighted the importance of historic districts to the Cape. Commissioner Beaty described the terrible condition of many of the buildings in the district.

Donald Howell, Member of the Harwich Board of Selectmen, noted that the process leading to the ordinance was transparent and grew organically from the concerns of town residents. He also described the many continuing opportunities for public input as the process of changing the district's zoning moves forward. Ms. Charleen Greenhalgh, Harwich Town Planner, also noted widespread support by the public and stakeholders from the town.

J. Duncan Berry Ph. D. and David Harris, Members of the Harwich Planning Board, spoke regarding the singular historic nature of the district and the need for updated zoning. Sally Urbano also spoke of the need to stabilize the neighborhood through establishing the district.

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

There was no new business not reasonably anticipated by the Chair.

## 8. Commissioners' Actions

- a. **Authorizing the creation of a Barnstable County Coastal Resources Subcommittee (BCCRS), of the Barnstable County Coastal Management Committee (BCCMC), and appointment to the BCCRS of: Nina Coleman, Sam Haines, Chris Miller, Robert Duncanson, Ph.D., Karen Johnson, Shana Brogan, Jennifer McKay, Heinz Proft, Ashley Fisher, Tim Famulare, David Deconto, Emily Beebe, Hillary Greenberg- Lemos, and Karl Von Hone, as full members; and Jo Ann Muramoto, Ph.D., Stephen P. McKenna, and Donald Liptack; as ad hoc non-voting members; for terms through December 31, 2021 as recommended by the BCCMC**

*Motion by Commissioner Beaty to authorize the creation of a Barnstable County Coastal Resources Subcommittee (BCCRS), of the Barnstable County Coastal Management Committee (BCCMC), and appointment to the BCCRS of: Nina Coleman, Sam Haines, Chris Miller, Robert Duncanson, Ph.D., Karen Johnson, Shana Brogan, Jennifer McKay, Heinz Proft, Ashley Fisher, Tim Famulare, David Deconto, Emily Beebe, Hillary Greenberg- Lemos, and Karl Von Hone, as full members; and Jo Ann Muramoto, Ph.D., Stephen P. McKenna, and Donald Liptack; as ad hoc non-voting members; for terms through December 31, 2021 as recommended by the BCCMC, as presented, 2nd by Commissioner Flynn, approved 3-0-0*

Chairman Bergstrom asked that letters be sent on the Commissioners' letterhead going forward when the Board makes appointments.

- b. **Authorizing the execution of an amendment to an agreement with the Town of Falmouth, executed December 21, 2016, to provide funds through the Cape Cod Water Protection Collaborative, for expenses related to an Alternative Septic System Demonstration Project, for a period from December 21, 2016 through December 31, 2019, to extend the duration of the agreement to June 30, 2020**

*Motion by Commissioner Beaty to authorize the execution of an amendment to an agreement with the Town of Falmouth, executed December 21, 2016, to provide funds through the Cape Cod Water Protection Collaborative, for expenses related to an Alternative Septic System Demonstration Project, for a period from December 21, 2016 through December 31, 2019, to extend the duration of the agreement to June 30, 2020, as presented, 2nd by Commissioner Flynn, approved 3-0-0*

- c. **Authorizing the discharge of a mortgage by Susan M. Garling and Paul C. Garling, acting by and through the Cape Cod Commission, to Barnstable County, dated March 21, 2005, and recorded with the Barnstable County Barnstable County Land Court Registry as Document Number 996776**

*Motion by Commissioner Beaty to authorize the discharge of a mortgage by Susan M. Garling and Paul C. Garling, acting by and through the Cape Cod Commission, to Barnstable County, dated March 21, 2005, and recorded with the Barnstable County Barnstable County Land Court Registry as Document Number 996776, as presented, 2nd by Commissioner Flynn, approved 3-0-0*

- d. Authorizing the discharge of a mortgage by Joseph Mastromauro, acting by and through the Cape Cod Commission, to Barnstable County, dated June 26, 2014, and recorded with the Barnstable County Barnstable County Registry of Deeds as Book 28229, Page 148**

*Motion by Commissioner Beaty to authorize the discharge of a mortgage by Joseph Mastromauro, acting by and through the Cape Cod Commission, to Barnstable County, dated June 26, 2014, and recorded with the Barnstable County Barnstable County Registry of Deeds as Book 28229, Page 148, as presented, 2nd by Commissioner Flynn, approved 3-0-0*

- e. 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**

Chairman Bergstrom reported on his attendance at the Barnstable County Human Rights Advisory Commission's Annual Breakfast.

## **10. County Administrator and Staff Reports**

Mr. Yunits discussed an upcoming meeting regarding the County Farm, and on an engineering report on the South Wing of the Old Jail Building.

## **11. Adjournment**

*Barnstable, ss. at 11:18 A.M. on this eleventh day of December A.D. 2019, Commissioner Beaty made a motion to adjourn, 2nd by Commissioner Flynn, approved 3-0-0*

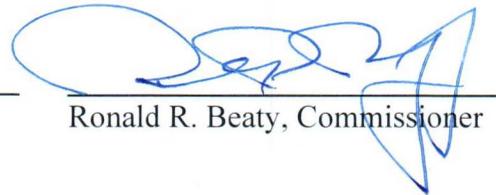
**List of Documents:**

- Draft Minutes of the Board of Regional Commissioners Regular Meeting of December 4, 2019
- Report from Shannon Hulst, Deputy Director/Floodplain Specialist & Community Ratings System (CRS) Coordinator, Cape Cod Cooperative Extension, on travel for the Connecticut Association of Flood Managers Annual Conference in Westbrook, Connecticut on October 30, 2019"
- Report from Abigail Archer, Fisheries & Aquaculture Specialist, Cape Cod Cooperative Extension, on travel for the Gulf of Maine Council on the Marine Environment 2050 Symposium in Portland, Maine from November 4, 2019 through November 7, 2019
- Report from Shannon Hulst, Deputy Director/Floodplain Specialist & Community Ratings System (CRS) Coordinator, Cape Cod Cooperative Extension, on travel for the Gulf of Maine Council on the Marine Environment 2050 Symposium in Portland, Maine from November 4, 2019 through November 7, 2019
- Ordinance 19-18, To establish a District of Critical Planning Concern pursuant to the Cape Cod' Commission in West Harwich, Massachusetts
- Memorandum to the Barnstable County Commissioners, from Heather McElroy, Natural Resources Manager, Cape Cod Commission, regarding "Barnstable County Coastal Management Committee, Appointment of Barnstable County Coastal Resources Subcommittee" Dated December 5, 2019
- Recommended Members for Barnstable County Coastal Resources Subcommittee, Voted November 8, 2019 by Barnstable County Coastal Management Committee
- Memorandum to the Barnstable County Commissioners, from Heather McElroy, Natural Resources Manager, Cape Cod Commission, regarding "Barnstable County Coastal Management Committee, Appointment of Barnstable County Coastal Resources Subcommittee" Dated December 5, 2019
- Recommended Members for Barnstable County Coastal Resources Subcommittee, Voted November 8, 2019 by Barnstable County Coastal Management Committee
- Amendment to an agreement with the Town of Falmouth, executed December 21, 2016, to provide funds through the Cape Cod Water Protection Collaborative, for expenses related to an Alternative Septic System Demonstration Project, for a period from December 21, 2016 through December 31, 2019, to extend the duration of the agreement to June 30, 2020
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- Discharge of a mortgage by Joseph Mastromauro, acting by and through the Cape Cod Commission, to Barnstable County, dated June 26, 2014, and recorded with the Barnstable County Registry of Deeds in Book 28229, Page 148
- Discharge of a mortgage by Joseph Mastromauro, acting by and through the Cape Cod Commission, to Barnstable County, dated June 26, 2014, and recorded with the Barnstable County Registry of Deeds in Book 28229, Page 148
- Memorandum dated December 10, 2019 to the County Commissioners from the Community Septic Management Loan Program with the subject "Certificates for Dissolving Septic Betterments"

Approved, Board of Regional Commissioners:

  
Ronald Bergstrom, Chair

Mary Pat Flynn, Vice-Chair

  
Ronald R. Beaty, Commissioner

12/18/19  
Date

The foregoing records have been read and approved, December 18, 2019.

A true copy, attest:

  
Janice O'Connell, Regional Clerk



# AGENDA ITEM 8a

Authorizing the reappointment to the Barnstable County Economic Development Council of Christopher Flanagan as Construction Representative, Tammi Jacobsen as Higher Education Representative, and Lauren Barker as Workforce Representative; for three-year terms from January 1, 2020 through December 31, 2022

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



CAPE COD  
COMMISSION

(508) 362-3828 • Fax (508) 362-3136 • [www.capecodcommission.org](http://www.capecodcommission.org)

Date: December 12, 2019  
To: Barnstable County Commissioners  
From: Erin Perry, Deputy Director  
Re: Barnstable County Economic Development Council (BCEDC) Appointments

As you know, Ordinance 17-13 creating the BCEDC provides for staggered three-year terms so as no more than four member's terms expire each year. Members may serve three terms or a total of nine years on the BCEDC. On December 31, 2019, four members' terms will expire.

At its meeting today, the BCEDC voted to recommend the following members be reappointed for additional three-year terms:

Construction Representative: Christopher Flanagan, Homebuilders and Remodelers Association of Cape Cod

Higher Education Representative: Tammi Jacobsen, Cape Cod Community College

Workforce Representative: Lauren Barker, Cape Cod Young Professionals

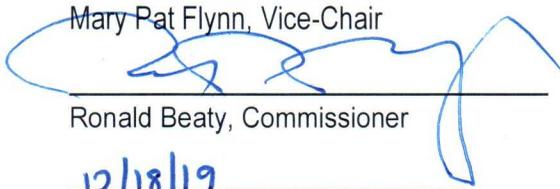
The BCEDC Nominating Committee will be scheduled to meet to discuss a replacement for Finance Representative Sheryl Walsh, who did not wish to be reappointed at this time.

Thank you for your consideration.

Approved/Barnstable County Commissioners:

  
\_\_\_\_\_  
Ronald Bergstrom, Chair

\_\_\_\_\_  
Mary Pat Flynn, Vice-Chair

  
\_\_\_\_\_  
Ronald Beaty, Commissioner

12/18/19  
\_\_\_\_\_  
Date

COMMONWEALTH OF MASSACHUSETTS

BANRSTABLE, SS.

At a regular meeting of the Barnstable County Board of Regional Commissioners, in the Commissioners' Conference Room, in the Superior Courthouse, on the eighteenth day of December, A.D. 2019, motion by Commissioner Beaty to authorize the reappointment to the Barnstable County Economic Development Council of Christopher Flanagan as Construction Representative, Tammi Jacobsen as Higher Education Representative, and Lauren Barker as Workforce Representative; for three-year terms from January 1, 2020 through December 31, 2022, as presented, 2nd by Commissioner Bergstrom, approved 2-0-0

Ronald Bergstrom, Chair: Y

Mary Pat Flynn, Vice-Chair: Absent

Ronald R. Beaty, Commissioner: Y

A true copy, Attest, December 18, 2019



*Janice O'Connell*  
Barnstable County Regional Clerk

# AGENDA ITEM 8b

Authorizing the reappointment of Richard Carroll as the Town of Yarmouth Representative to the Barnstable County HOME Consortium Advisory Council, for a term through January 1, 2023



**BARNSTABLE COUNTY  
DEPARTMENT OF HUMAN SERVICES**

3195 Main Street, Post Office Box 427  
Barnstable, Massachusetts 02630  
Office: 508-375-6628 | Fax: 508-362-0290  
www.bchumanservices.net

**BARNSTABLE COUNTY HOME PROGRAM**

**APPOINTMENT MEMORANDUM**

To: Barnstable County Commissioners  
From: Renie Hamman, HOME Program Manager *RH*  
RE: HOME Consortium Advisory Council  
Appointment of Richard Carroll as Yarmouth Representative  
Date: December 12, 2019

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The Town of Yarmouth Board of Selectmen has re-appointed Richard Carroll as Yarmouth Representative to the Barnstable County HOME Consortium Advisory Council to fill another term to expire on January 1, 2023 (*BOS appointment letter attached*). Richard Carroll has been active participant in the Advisory Council and are very pleased that he has chosen to sit on the Advisory Council for another term. I respectfully request that you support the Town's nominee and re-appoint Richard Carroll for the term expiring January 1, 2023.

So moved, dated: 12/18/19

  
\_\_\_\_\_  
Ronald Bergstrom, Commissioner

\_\_\_\_\_  
Mary Pat Flynn, Commissioner

  
\_\_\_\_\_  
Ronald R. Beaty, Commissioner

**Creating a Healthy Connected Cape Cod**

*The Mission of the Department of Human Services is to plan, develop, and implement programs which enhance the overall delivery of human services in Barnstable County and promote the health and social well-being of County residents through regional efforts that improve coordination of services.*



# TOWN OF YARMOUTH

1146 ROUTE 28, SOUTH YARMOUTH, MASSACHUSETTS 02664-4491  
Telephone (508) 398-2231 Ext. 1271, Fax (508) 398-2365

BOARD OF  
SELECTMEN

TOWN  
ADMINISTRATOR  
Daniel M. Knapik

December 11, 2019

Richard Carroll  
58 Pheasant Cove Circle  
Yarmouth Port, MA 02675

Dear Mr. Carroll:

At their regular meeting on Tuesday, December 10, 2019, the Board of Selectmen unanimously voted to reappoint you as the Town of Yarmouth's representative to the Barnstable County HOME Consortium Advisory Council. This appointment is for a three-year term, which will run through January 1, 2023.

Thank you for your continued interest in serving the Town of Yarmouth as the representative to the Barnstable County HOME Consortium Advisory Council.

Sincerely,

Daniel M. Knapik  
Town Administrator

pb  
cc: Town Clerk  
Aff Hsg Comm  
R Hamman, HOME Program Mgr

COMMONWEALTH OF MASSACHUSETTS

BANRSTABLE, SS.

At a regular meeting of the Barnstable County Board of Regional Commissioners, in the Commissioners' Conference Room, in the Superior Courthouse, on the eighteenth day of December, A.D. 2019, motion by Commissioner Beaty to reappoint Richard Carroll as the Town of Yarmouth Representative to the Barnstable County HOME Consortium Advisory Council, for a term through January 1, 2023, as presented, 2nd by Commissioner Bergstrom, approved 2-0-0

Ronald Bergstrom, Chair: Y

Mary Pat Flynn, Vice-Chair: Absent

Ronald R. Beaty, Commissioner: Y

A true copy, Attest, December 18, 2019

  
*Janice O'Connell*  
Barnstable County Regional Clerk

# AGENDA ITEM 8c

Authorizing the appointment of Michael Trovato as the Town of Wellfleet Representative to the Barnstable County HOME Consortium Advisory Council, for a term through January 31, 2021



**BARNSTABLE COUNTY  
DEPARTMENT OF HUMAN SERVICES**

3195 Main Street, Post Office Box 427  
Barnstable, Massachusetts 02630  
Office: 508-375-6628 | Fax: 508-362-0290  
www.bchumanservices.net

**BARNSTABLE COUNTY HOME PROGRAM**

**APPOINTMENT MEMORANDUM**

To: Barnstable County Commissioners  
From: Renie Hamman, HOME Program Manager *RH*  
RE: HOME Consortium Advisory Council  
Appointment of Michael Trovato as Wellfleet Representative  
Date: December 12, 2019

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The Town of Wellfleet Board of Selectmen have appointed Michael Trovato as Wellfleet Representative to the Barnstable County HOME Consortium Advisory Council to fill a vacant term expiring January 31, 2021 (*BOS appointment letter attached*). Michael Trovato is the Town of Wellfleet's Assistant Town Administrator and will bring valuable experience; we are pleased to welcome him to Advisory Council. I recommend that you support the Town's nominee and appoint Michael Trovato for the term expiring January 31, 2021.

So moved, dated: 12/18/19

  
\_\_\_\_\_  
Ronald Bergstrom, Commissioner

\_\_\_\_\_  
Mary Pat Flynn, Commissioner

  
\_\_\_\_\_  
Ronald R. Beaty, Commissioner

**Creating a Healthy Connected Cape Cod**

*The Mission of the Department of Human Services is to plan, develop, and implement programs which enhance the overall delivery of human services in Barnstable County and promote the health and social well-being of County residents through regional efforts that improve coordination of services.*



# TOWN OF WELLFLEET

300 MAIN STREET WELLFLEET MASSACHUSETTS 02667

Tel (508) 349-0300 Fax (508) 349-0305

www.wellfleetma.org

December 10, 2019

Barnstable County Commissioners  
c/o Human Services Department  
P.O. Box 427  
Barnstable, MA 02630  
ATTN: Renie Hamman

RE: Barnstable County HOME Consortium

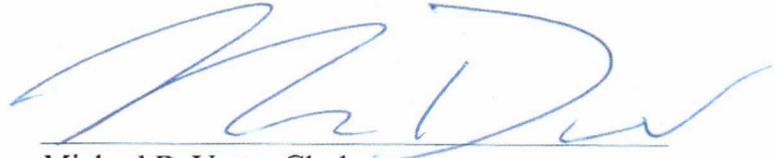
Dear County Commissioners:

The Wellfleet Board of Selectmen voted to appoint Michael Trovato as the Wellfleet Representative to the Barnstable County HOME Consortium for a term to expire January 31, 2021.

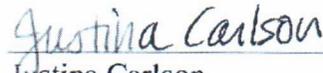
Dated:

Sincerely,

  
\_\_\_\_\_  
Janet Reinhart, Chair

  
\_\_\_\_\_  
Michael DeVasto, Clerk

  
\_\_\_\_\_  
Kathleen Bacon, Vice-Chair

  
\_\_\_\_\_  
Justina Carlson

  
\_\_\_\_\_  
Helen Miranda Wilson

Wellfleet Board of Selectmen

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

At a regular meeting of the Barnstable County Board of Regional Commissioners, in the Commissioners' Conference Room, in the Superior Courthouse, on the eighteenth day of December, A.D. 2019, motion by Commissioner Beaty to appoint Michael Trovato as the Town of Wellfleet Representative to the Barnstable County HOME Consortium Advisory Council, for a term through January 31, 2021, as presented, 2nd by Commissioner Bergstrom, approved 2-0-0

Ronald Bergstrom, Chair: Y

Mary Pat Flynn, Vice-Chair: Absent

Ronald R. Beaty, Commissioner: Y

A true copy, Attest, December 18, 2019

  
*Janice O'Connell*  
Barnstable County Regional Clerk

# AGENDA ITEM 8d

Authorizing the execution of an amendment to an agreement, acting through the Cape Cod Commission, with the Town of Harwich, executed October 28, 2017, in the amount of \$175,658.00, for the utilization of mitigation funds for a Main Street (Route 28) Corridor Improvements Project, for a period through December 31, 2019, to extend the agreement duration through December 31, 2024

Amendment  
Between

Barnstable County through  
Cape Cod Commission  
3225 Main Street  
Barnstable, MA 02630

and

Board of Selectmen on behalf of  
Town of Harwich  
732 Main Street  
Harwich, MA 02645

The Memorandum of Agreement (Agreement) for the mitigation funded Main Street Corridor Improvements Project entered into the 28<sup>th</sup> day of October 2017 by and between the Commissioners of Barnstable County, acting by and through the Cape Cod Commission (hereafter referred to as the "Commission") and the Board of Selectmen on behalf of the Town of Harwich (hereafter referred to as the "Town") is hereby amended as follows:

3. DURATION

A) This Memorandum of Agreement shall be effective until December 31, 2024 unless an extension in time is agreed to in writing by both parties.

This amendment will not otherwise change any of the stipulations of the original, previously executed Memorandum of Agreement.

IN WITNESS WHEREOF, the TOWN and the COMMISSION execute this Amendment this 18<sup>th</sup> day of December in the year two thousand and nineteen.

BARNSTABLE COUNTY COMMISSIONERS

Ronald Bergstrom  
Ronald Bergstrom, Chair

Mary Pat Flynn  
Mary Pat Flynn, Vice-Chair

Ronald Beaty  
Ronald Beaty, Commissioner

12/18/19  
Date

CAPE COD COMMISSION

Kristy Senatori  
Kristy Senatori, Executive Director

12/17/19  
Date

HARWICH BOARD OF SELECTMEN

Larry Ballantine  
Larry Ballantine, Chair

Edward McManus  
Edward McManus, Vice-Chair

Stephen Ford  
Stephen Ford, Selectman

Donald Howell  
Donald Howell, Selectman

Michael MacAskill  
Michael MacAskill, Selectman

12/16/19  
Date

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

At a regular meeting of the Barnstable County Board of Regional Commissioners, in the Commissioners' Conference Room, in the Superior Courthouse, on the eighteenth day of December, A.D. 2019, motion by Commissioner Beaty to authorize the execution of an amendment to an agreement, acting through the Cape Cod Commission, with the Town of Harwich, executed October 28, 2017, in the amount of \$175,658.00, for the utilization of mitigation funds for a Main Street (Route 28) Corridor Improvements Project, for a period through December 31, 2019, to extend the agreement duration through December 31, 2024, as presented, 2nd by Commissioner Bergstrom, approved 2-0-0

Ronald Bergstrom, Chair: Y

Mary Pat Flynn, Vice-Chair: Absent

Ronald R. Beaty, Commissioner: Y

A true copy, Attest, December 18, 2019



*Janice O'Connell*  
Barnstable County Regional Clerk

Memorandum of Agreement  
Between

Barnstable County through  
Cape Cod Commission  
3225 Main Street  
Barnstable, MA 02630

and

Board of Selectmen on behalf of  
Town of Harwich  
732 Main Street  
Harwich, MA 02645

This Memorandum of Agreement (Agreement) is entered into this 18<sup>th</sup> day of October 2017 by and between Leo Cakounes, Mary Pat Flynn and Ron Beaty as they are the Commissioners of Barnstable County, acting by and through the Cape Cod Commission (hereafter referred to as the "Commission") and the Board of Selectmen on behalf of the Town of Harwich (hereafter referred to as the "Town.")

WHEREAS, the Commission has received mitigation funds from various projects as a result of its Development of Regional Impact review process, and

WHEREAS, a portion of the funds are required to be used for transportation improvements in the Town of Harwich, and

WHEREAS, the Town is interested in utilizing the mitigation funds for this purpose.

NOW THEREFORE, the Town enters into this Memorandum of Agreement with the Commission.

1. RESPONSIBILITIES OF THE TOWN

- A) The Town agrees to use these mitigation funds for engineering services associated with the Main Street (Route 28) Corridor Improvements project as outlined in the attached correspondence.
- B) The Town shall maintain books, records, and other compilations of data pertaining to this work and/or services performed and the funds received and paid out under this Agreement to the extent and in such detail as shall properly substantiate claims for payment under the Agreement. All such records shall be kept for a period of six (6) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Agreement. 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.
- C) The Town shall maintain financial records of the application and expenditure of the funds received hereunder in at least as much detail as may be contemporaneously required to comply with the financial reporting and record keeping requirements mandated by the Bureau of Accounts of the Department of Revenue, or any successor thereto, with respect to the Town's ordinary custody and expenditure of funds.

2. RESPONSIBILITIES OF THE COMMISSION

The Commission agrees to provide the Town with mitigation funds in an amount not to exceed \$175,658 for expenses incurred in connection with this Agreement. The Town will submit written requests for payment as work is completed and will include copies of all vendor invoices, as appropriate.

3. DURATION

A) This Memorandum of Agreement shall be effective until December 31, 2019 unless an extension in time is agreed to in writing by both parties.

B) Either the Town or the Commission may terminate this Agreement by written notice to the other party, if the other party substantially fails to fulfill its obligations hereunder through no fault of the terminating party, or if the other party violates or breaches any of the provisions of this Agreement. Such notice shall be delivered by certified mail at least thirty (30) days before such effective date. In the event of such termination or suspension of this Agreement, the Town 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 Agreement up to and including the date of receipt of notice of termination or suspension.

4. AMENDMENT

This Agreement may be amended as mutually agreed by both parties in writing.

5. SIGNATORY AUTHORIZATION

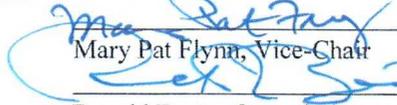
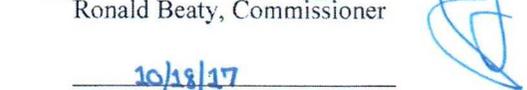
The respective signatories hereto represent and warrant that they are duly authorized to execute this Agreement on behalf of the public entity on whose behalf they have signed this Agreement, and that all substantive and procedural preconditions to their effective execution of this Agreement on behalf of said public entities have been satisfied.

6. INTEGRATED INSTRUMENT

This Agreement shall take effect as an integrated instrument.

IN WITNESS WHEREOF, the TOWN and the COMMISSION execute this Agreement this 18<sup>th</sup> day of October in the year two thousand and seventeen.

BARNSTABLE COUNTY COMMISSIONERS

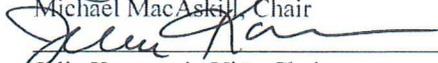
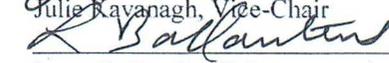
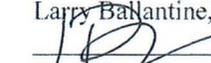
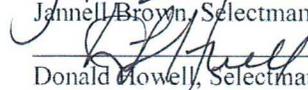
  
\_\_\_\_\_  
Leo Cakounes, Chair  
  
\_\_\_\_\_  
Mary Pat Flynn, Vice-Chair  
  
\_\_\_\_\_  
Ronald Beaty, Commissioner

10/18/17  
\_\_\_\_\_  
Date

CAPE COD COMMISSION

  
\_\_\_\_\_  
Paul Niedzwiecki, Executive Director  
10/10/17  
\_\_\_\_\_  
Date

HARWICH BOARD OF SELECTMEN

  
\_\_\_\_\_  
Michael MacAskill, Chair  
  
\_\_\_\_\_  
Julie Kavanagh, Vice-Chair  
  
\_\_\_\_\_  
Larry Ballantine, Selectman  
  
\_\_\_\_\_  
Jannell Brown, Selectman  
  
\_\_\_\_\_  
Donald Howel, Selectman

10/2/17  
\_\_\_\_\_  
Date

## Gail Coyne

---

**From:** Link Hooper <lhooper@harwichdpw.com>  
**Sent:** Monday, September 25, 2017 11:06 AM  
**To:** Gail Coyne  
**Subject:** Re: Town of Harwich  
**Attachments:** VHB Agreement with Harwich.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Hi Gail,

The Town has signed an agree with VHB to develop a TIP project on Route 28 in West Harwich (attached) and would like to use mitigation funds to pay for it. Would you please send me an agreement to secure the funds for that purpose. Thank you,

Lincoln Hooper, Director  
Town of Harwich DPW  
P.O. Box 1543  
273 Queen Anne Road  
Harwich, MA 02645  
508-430-7555

**From:** [Gail Coyne](#)  
**Sent:** Wednesday, January 18, 2017 4:59 PM  
**To:** [Link Hooper](#)  
**Subject:** RE: Town of Harwich

Hi Link

Yes, both funding sources are available for this proposed project. Let me know when you're ready to proceed with an agreement.

Best,  
Gail

*Gail Coyne*  
Chief Fiscal Officer  
Cape Cod Commission  
3225 Main Street  
Barnstable, MA 02630  
508-362-3828  
508-744-1202 direct

**From:** Link Hooper [mailto:lhooper@harwichdpw.com]  
**Sent:** Wednesday, January 18, 2017 3:42 PM  
**To:** Gail Coyne <gcoyne@capecodcommission.org>  
**Subject:** Town of Harwich

Hi Gail,

Thank you for the call earlier today. The Town of Harwich is pursuing a TIP project for Route 28 in West Harwich in conjunction with the Town of Dennis. Steve Tupper has actually participated in a site walk with the Town and MassDOT

and has been extremely helpful on a number of levels. My question to you is regarding the utilization of mitigation funds the Commission has to pay for engineering and survey services associated with the design of this project. Is the \$162,254 and \$13,197, listed as alternate modes of transportation and transportation improvements respectively, available to the Town to pay for engineering and survey services? The project includes complete street requirements and improvements to the signals at the town line.

Thank you for your consideration in this matter.

Respectfully,

Lincoln Hooper, Director  
Town of Harwich DPW  
P.O. Box 1543  
273 Queen Anne Road  
Harwich, MA 02645  
508-430-7555

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN  
VHB  
AND  
TOWNS OF HARWICH & DENNIS**

**MAIN STREET (ROUTE 28)  
CORRIDOR IMPROVEMENTS  
Harwich & Dennis, MA**

**VHB PROPOSAL NO. 83611.15  
August 17, 2017**

This Agreement is composed of Parts I and II. Part I includes compensation, details of the services to be performed and timing of the services. Part II (attached) contains the General Terms and Conditions of Agreement, which are the general terms of the engagement between the Town of Harwich and Town of Dennis, hereinafter called the "CLIENTS," and VHB, hereinafter called the "ENGINEER."

**PART I**

**COMPENSATION – Fixed Labor Fee Plus Expense**

1. The total estimated compensation for performing the Scope of Services described in detail in this Agreement, is estimated below:

	Harwich	Dennis
Phase 1 Fixed Labor Fee*	\$130,458.00	\$33,900.00
Phase 1 Survey (J.M. O'Reilly)	\$21,700.00	\$2,700.00
Phase 1 Pavement Testing (LGCI)	\$11,600.00	\$1,500.00
Phase 1 Soil Borings (LGCI)	\$3,000.00	\$9,000.00
Estimated Direct Costs Phase 1	\$8,900.00	\$2,900.00
<b>Total Cost Phase 1</b>	<b>\$175,658.00</b>	<b>\$50,000.00</b>

\* Fixed Labor fee is defined as the fee for direct labor, overhead, and profit exclusive of direct costs.

3. The total Fixed Labor Fee for services rendered in Tasks 150 through 600 will be invoiced monthly as a percentage of completion.
4. The ENGINEER will not exceed the total estimated Fixed Labor Fee or estimated direct costs as stated herein without the written approval of the CLIENTS. It should be noted that each community will be responsible for the following percent of the total estimated cost: Harwich: 89%; Dennis: 11%. For design related to the traffic signal each community will be responsible for the following percent of the total estimated cost: Harwich: 25%; Dennis: 75%.
5. All direct costs (reimbursable expenses) for items such as printing, reproduction, supplies, photography, transportation, equipment rental, mail, deliveries, tolls will be invoiced to the CLIENTS at cost. An initial upset limit for direct costs of \$8,900.00 for the Town of Harwich and \$2,900.00 for the Town of Dennis has been established.
6. The CLIENTS agree to provide police services as required for all field activities such as survey and soil testing. The ENGINEER will coordinate its schedule with the local police services.
7. The ENGINEER will engage the services of sub-consultants for survey (J.M. O'Reilly & Associates), pavement testing (Lahlaf Geotechnical Consulting, Inc.) and soil borings (Lahlaf Geotechnical Consulting, Inc.).
8. All schedules set forth in Part I of this Agreement begin upon receipt of a signed Agreement.

#### PERIODS OF SERVICE

1. The ENGINEER agrees to render services for Tasks 150 through 600 within 18 months of the date of execution of this Agreement.
2. The specific period of performance, schedule, and compensation are subject to PART II - GENERAL TERMS AND CONDITIONS schedule.



2. The breakdown of the Fixed Labor Fee is as follows:

<u>Tasks</u>		<u>Estimated Labor Fees</u>	
		Harwich	Dennis
150	Environmental	\$14,250.00	\$1,800.00
200	Functional Design Report	\$5,200.00	\$14,300.00
220	Design Exception Report	\$10,164.00	\$1,000.00
300	25% Highway Design*	\$68,868.00	\$8,400.00
320	25% Signal Design	\$1,600.00	\$4,600.00
350	Design Public Hearing	\$5,376.00	\$700.00
500	Right of Way	\$25,000.00	\$3,100.00
600	Geotechnical Design	Costs included in sub-consultant (LGCI) fee	Costs included in sub-consultant (LGCI) fee
<b>TOTAL ESTIMATED LABOR FEE</b>		<b>\$130,458.00</b>	<b>\$ 33,900.00</b>

\*Note: Traffic signal design included separately under Task 320

# AGENDA ITEM 8e

Authorizing the execution of an amendment to an agreement, acting through the Cape Cod Commission, with the Town of Mashpee, executed February 7, 2018, in the amount of \$450,000.00, to utilize nitrogen reduction mitigation funds to support the design of its proposed wastewater treatment plant, for a period from February 7, 2018 through December 31, 2019, to extend the agreement duration through March 31, 2020

Amendment  
Between

Barnstable County through  
Cape Cod Commission  
3225 Main Street  
Barnstable, MA 02630

and

Town of Mashpee  
16 Great Neck Road North  
Mashpee, MA 02649

The Memorandum of Agreement (Agreement) entered into the 7<sup>th</sup> day of February 2018 by and between Barnstable County, acting by and through the Cape Cod Commission (hereafter referred to as the "Commission") and the Town of Mashpee (hereafter referred to as the "Town") is hereby amended as follows:

3. DURATION

A) This Memorandum of Agreement shall be effective until March 31, 2020 unless an extension in time is agreed to in writing by both parties.

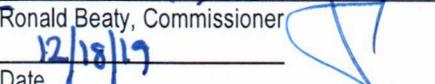
This amendment will not otherwise change any of the stipulations of the original, previously executed Memorandum of Agreement.

IN WITNESS WHEREOF, the TOWN and COMMISSION execute this Amendment this 18<sup>th</sup> of December in the year two thousand and nineteen.

BARNSTABLE COUNTY COMMISSIONERS

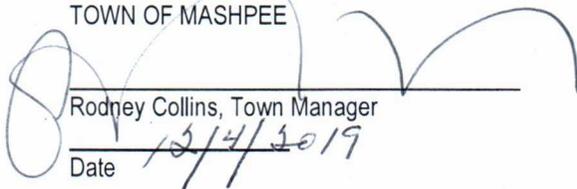
  
\_\_\_\_\_  
Ronald Bergstrom, Chair

  
\_\_\_\_\_  
Mary Pat Flynn, Vice Chair

  
\_\_\_\_\_  
Ronald Beaty, Commissioner

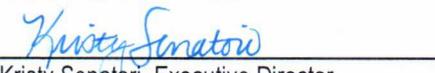
12/18/19  
\_\_\_\_\_  
Date

TOWN OF MASHPEE

  
\_\_\_\_\_  
Rodney Collins, Town Manager

12/4/2019  
\_\_\_\_\_  
Date

CAPE COD COMMISSION

  
\_\_\_\_\_  
Kristy Senatori, Executive Director

12/9/19  
\_\_\_\_\_  
Date

Memorandum of Agreement  
Between

Barnstable County through  
Cape Cod Commission  
3225 Main Street  
Barnstable, MA 02630

and

Town of Mashpee  
16 Great Neck Road North  
Mashpee, MA 02649

This Memorandum of Agreement (Agreement) is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2018 by and between Barnstable County, acting by and through the Cape Cod Commission (hereafter referred to as the "Commission") and the Town of Mashpee (hereafter referred to as the "Town.")

WHEREAS, the Commission has received mitigation funds as a result of its Development of Regional Impact review process, and

WHEREAS, the funds are required to be used for nitrogen reduction efforts in Mashpee, and

WHEREAS, the Town is interested in utilizing the mitigation funds for this purpose.

NOW THEREFORE, the Town enters into this Memorandum of Agreement with the Commission.

1. RESPONSIBILITIES OF THE TOWN

- A) The Town agrees to use these mitigation funds to support a preliminary design of the proposed wastewater treatment plant as outlined in the Town's request dated January 19, 2018 (Attachment A). The Town will submit written requests for payment as work is completed and will include copies of all vendor invoices, as appropriate.
- B) The Town shall maintain books, records, and other compilations of data pertaining to this work and/or services performed and the funds received and paid out under this Agreement to the extent and in such detail as shall properly substantiate claims for payment under the Agreement. All such records shall be kept for a period of six (6) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Agreement. 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.
- C) The Town shall maintain financial records of the application and expenditure of the funds received hereunder in at least as much detail as may be contemporaneously required to comply with the financial reporting and record keeping requirements mandated by the Bureau of Accounts of the Department of Revenue, or any successor thereto, with respect to the Town's ordinary custody and expenditure of funds.

2. RESPONSIBILITIES OF THE COMMISSION

The Commission agrees to provide the Town with mitigation funds in an amount not to exceed \$450,000 for expenses incurred in connection with this Agreement. The Commission will reimburse the Town as invoices are submitted as described in 1A above.

3. DURATION

A) This Memorandum of Agreement shall be effective until December 31, 2019 unless an extension in time is agreed to in writing by both parties.

B) Either the Town or the Commission may terminate this Agreement by written notice to the other party, if the other party substantially fails to fulfill its obligations hereunder through no fault of the terminating party, or if the other party violates or breaches any of the provisions of this Agreement. Such notice shall be delivered by certified mail at least thirty (30) days before such effective date. In the event of such termination or suspension of this Agreement, the Town 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 Agreement up to and including the date of receipt of notice of termination or suspension.

4. AMENDMENT

This Agreement may be amended as mutually agreed by both parties in writing.

5. SIGNATORY AUTHORIZATION

The respective signatories hereto represent and warrant that they are duly authorized to execute this Agreement on behalf of the public entity on whose behalf they have signed this Agreement, and that all substantive and procedural preconditions to their effective execution of this Agreement on behalf of said public entities have been satisfied.

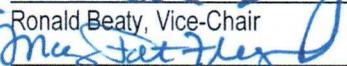
6. INTEGRATED INSTRUMENT

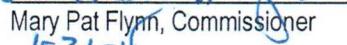
This Agreement shall take effect as an integrated instrument.

IN WITNESS WHEREOF, the TOWN and the COMMISSION execute this Agreement this 14<sup>th</sup> of February in the year two thousand and eighteen.

BARNSTABLE COUNTY COMMISSIONERS

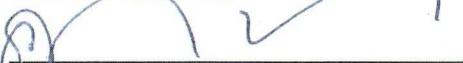
  
\_\_\_\_\_  
Leo CaKoures, Chair

  
\_\_\_\_\_  
Ronald Beaty, Vice-Chair

  
\_\_\_\_\_  
Mary Pat Flynn, Commissioner

1-31-18  
\_\_\_\_\_  
Date

TOWN OF MASHPEE

  
\_\_\_\_\_  
Rodney Collins, Town Manager

1/24/2018  
\_\_\_\_\_  
Date

CAPE COD COMMISSION

  
\_\_\_\_\_  
Paul Niedzwiecki, Executive Director

1/31/18  
\_\_\_\_\_  
Date

**Gail Coyne**

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**From:** Terrie Cook <tmcook@mashpeema.gov>  
**Sent:** Friday, January 19, 2018 1:16 PM  
**To:** Gail Coyne  
**Cc:** Rodney C. Collins; Wayne E. Taylor  
**Subject:** Town of Mashpee - request for \$450,000 in available nitrogen reduction mitigation funds  
**Attachments:** Town of Mashpee - request for \$450,000 in available nitrogen reduction mitigation funds.pdf

Good Afternoon Gail:

At the January 8, 2018 meeting of the Mashpee Board of Selectmen, members voted in favor of the Town requesting \$450,000 from available DRI Mitigation Funds for Nitrogen Reduction to cover the costs of design development for a wastewater treatment facility.

Attached is supporting documentation for this request.

If you should have any questions or require anything further, please contact this office.

Thank you.

**Terrie M. Cook** | Administrative Assistant  
Office of the Town Manager  
16 Great Neck Road North, Mashpee, MA 02649  
*Office: 508.539.1401 | Fax: 508.539.1142*  
*Email: tmcook@mashpeema.gov*



Notice: This communication is intended for the listed recipient only. If you have received this in error, it may be unlawful and prohibited to retain, reproduce or disseminate this message. Please reply to sender if you have received this message in error and delete it with any attachments. Warning: The content of this message and any response may be considered a Public Record pursuant to Massachusetts General Law.

## Mashpee Sewer Commission

# Memo

**To:** Board of Selectmen, Town Manager  
**From:** Sewer Commission  
**Date:** 12-28-17  
**Re:** Request for Cape Cod Commission Mitigation Funds

---

The Sewer Commission has received notice that the Cape Cod Commission is holding in escrow for the Town \$468,326 in Development of Regional Impact Mitigation Funds for Nitrogen Reduction (see attached letter and table of available funds).

Having completed our most recent Town Meeting-funded consultant study in September (evaluation of Wampanoag & Mashpee Commons treatment plants to determine potential capacity for municipal wastewater plus preliminary wastewater collection system design for central and eastern Mashpee), and lacking any additional Town funding, the Commission seeks to secure the use of \$450,000 of the escrowed nitrogen reduction funds to proceed to the next step in the approved Watershed Nitrogen Management Plan, which involves preliminary design of the proposed Town wastewater treatment plant adjacent to the Transfer Station.

With the Selectmen's authorization, both archaeological surveys and groundwater discharge studies have been completed for the site.

In seeking to move the project forward, the Commission sought a proposal from our consultant GHD, Inc. which is attached.

Jonathan Idman of the CCC has been consulted and indicates that the proposed design project qualifies as an appropriate use of the funds.

The Commission requests that the Selectmen and Town Manager take the necessary steps to secure the requested \$450,000 from the Cape Cod Commission.

We thank you for your assistance in this matter.

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

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(508) 362-3828 • Fax (508) 362-3136 • [www.capecodcomission.org](http://www.capecodcomission.org)

CAPE COD  
COMMISSION

July 31, 2017

Board of Selectmen  
Rodney Collins, Town Manager  
Town of Mashpee  
16 Great Neck Road North  
Mashpee, MA 02649

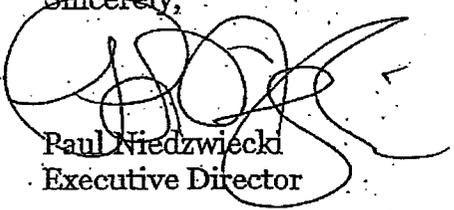
Dear Selectmen and Mr. Collins:

As you know, the Cape Cod Commission, through its review of Developments of Regional Impact (DRIs), can allow and/or require applicants to mitigate some of their projects' impacts through cash payments. The DRI decisions specify the activities for which the town may use the mitigation funds, such as to provide for open space or traffic improvements. In the case of Mashpee, more than \$1.4 million has been provided and \$910,470 is currently available for various purposes, although some funds have been committed to an existing project. Please see the enclosed list.

Commission staff would welcome an opportunity to assist you in utilizing these funds. Typically, after an initial assessment to determine if funds can be used for a particular purpose, a scope of work is developed, a Memorandum of Agreement is executed, and funds are provided to the Town on a reimbursement basis.

Please let me know if you have any questions or wish to utilize any of the available funds.

Sincerely,



Paul Niedzwiecki  
Executive Director

Cc: Tom Fudala  
Ernie Virgilio  
David Weeden  
Michael Maxim



Mashpee Mitigation

Project	Released	Available	Purpose
Mashpee Industrial Park	\$ 88,831	57,638 28,656	Great Neck Road South and Route 130 bikepath extension design/construction of roadway improvements in vicinity of IP Drive traffic signal at Industrial Park Drive
Lowell Road	136,330 60,389	222,587 377,263	public transportation or other trip reduction measures (Rte 130 Bikepath) affordable housing (Great Cove Community) reduction of nitrogen loading to Mashpee river watershed
Willowbend	64,755		Great Neck Road South bikepath extension
Flagship Self Storage	40,834 17,968		Alternatives to Auto Travel (Great Neck Road South bikepath extension) reduction of nitrogen loading in Mashpee (Pirates Cove project, public education)
Anchor Self Storage	70,692 14,178		Alternatives to Auto Travel (Rte 130 bikepath) Great Neck Road South bikepath extension reduction of nitrogen loading in Mashpee (public education)
Bjs	2,171	19,917	paid to Mashpee Investors LLC per town request/Orchard Road planning/design/implementation of transportation improvements
South Cape Village	12,937 862,562 14,680		paid to Mashpee Investors LLC per town request (Orchard Road project) purchase vacant, developable commercial land (Mashpee Place) purchase/Install opticom traffic preemption 151/Old Barnstable Rd transportation safety within DRI study area
Augat	6,520 7,672	67,595	reduction of nitrogen loading in Mashpee alternatives to automobile travel (Rte 130 bikepath)
Bridges at Mashpee	22,828	186	alternatives to automobile travel or expansion of roadway capacity (Rte 130 bikepath)
	\$ 1,423,349	\$ 910,470	nitrogen reduction efforts in Mashpee or in the watershed to which it contributes alternatives to automobile travel or expansion of roadway capacity

Funds are encumbered to the following project:  
Affordable Housing Feasibility Study \$28,350

**Mashpee Mitigation**

Project	Available	Transportation
Mashpee Industrial Park	57,638	design/construction of roadway improvements in vicinity of IP Drive
Mashpee Industrial Park	28,656	traffic signal at Industrial Park Drive
BJs	19,917	planning/design/implementation of transportation improvements
South Cape Village	4,215	transportation safety within DRJ study area
Augat	186	alternatives to automobile travel or expansion of roadway capacity
Bridges at Mashpee	108,943	alternatives to automobile travel or expansion of roadway capacity
	<u>219,556</u>	

**Affordable Housing**

222,587 affordable housing

Project	Available	Nitrogen Reduction
Bridges at Mashpee	23,468	nitrogen reduction efforts in Mashpee or in the watershed to which it contributes
Lowell Road	377,263	reduction of nitrogen loading to Mashpee river watershed
Augat	67,595	reduction of nitrogen loading in Mashpee
	<u>468,327</u>	

**Total Mitigation Funds Available 910,470**

Funds are encumbered to the following project:

\*Affordable Housing Feasibility Study \$28,350



**AGREEMENT**

**BETWEEN**

**Town of Mashpee, Massachusetts by its Sewer Commission**

**(OWNER)**

**AND**

**GHD INC.**

**FOR**

**SERVICES**

**FOR**

**Site 4 Wastewater Treatment Facility (WWTF) Design Development**

**(PROJECT)**

**GHD Reference Number [     ]**

**October 2017**



**GHD – USA**  
**Services Agreement**

**General Details:**

Project Name	Site 4 Wastewater Treatment Facility (WWTF) Design Development	
The Project is	Site 4 Wastewater Treatment Facility Design Development	
"OWNER" and the "Client" means	Town of Mashpee, MA 16 Great Neck Road North Mashpee, MA 02649	
OWNER's Designated Representative(s) is	F. Thomas Fudala Sewer Commissioner 508-539-1414 tfudala@mashpeema.gov	
OWNER's Authorized Signer is	Rodney C. Collins Town Manager 508-539-1400 ext. 8513 rccollins@mashpeema.gov	
"GHD" means	GHD Inc. 1545 Iyannough Road Hyannis, MA 02601	
GHD's Designated Representative is	Anastasia Rudenko PE, BCEE Project Manager 774-470-1637 anastasia.rudenko@ghd.com	
GHD's Authorized Signer is	Marc R. Drainville, P.E., BCEE Associate 774-470-1634 marc.drainville@ghd.com	Robert Butterworth, P.E., BCEE Vice President 315-679-5818 robert.butterworth@ghd.com

**Services:**

Site 4 WWTF Design Development, as further defined in Exhibit A.

**Fees: (by phase)**

Four Hundred and Fifty Thousand Dollars and Zero Cents (\$450,000.00), as further defined in Exhibit A.

**Period of Service:**

Work will be completed as further defined in Exhibit A.

**Additional Exhibits:**



**GHD – USA**  
**Services Agreement**

Duly authorized representatives to execute this Agreement:

**On Behalf of GHD:**

_____	Marc R. Drainville, P.E., BCEE	Associate	_____
(Signature)	(Print name)	(Title)	(Date)

_____	Robert Butterworth, P.E., BCEE	Vice President	_____
(Signature)	(Print name)	(Title)	(Date)

**On Behalf of OWNER:**

_____	_____	_____	_____
(Signature)	(Print name)	(Title)	(Date)

**Additional Signatures, if required:**

_____	_____	_____	_____
(Signature)	(Print name)	(Title)	(Date)

_____	_____	_____	_____
(Signature)	(Print name)	(Title)	(Date)



## GHD – USA Services Agreement

### Services

1. The standard of care for any professional services performed or furnished by GHD under this Agreement will be the care and skill ordinarily used by members of the profession practicing under similar circumstances at the same time and in the same locality. GHD makes no warranties, express or implied, under this Agreement or otherwise, in connection with GHD's services.
2. Any questions in relation to the services being provided by GHD can be directed to the Job Manager.
3. **Change of Scope.** The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the Project progresses, facts discovered may indicate that scope should be changed. GHD will promptly inform OWNER in writing of such situations, and if the facts discovered constitute a material change in project assumptions, the parties shall renegotiate the amended scope of this Agreement as necessary.

### Information and Documents

4. OWNER shall designate and advise GHD of a person to act as OWNER's Representative who has complete authority with respect to the services. OWNER shall do the following in a timely manner:
  - (a) Provide all criteria and full information as to OWNER's requirements for the Project;
  - (b) Assist GHD by providing all available information pertinent to the Project (e.g. previous reports), all of which GHD may use and rely upon in performing the services; GHD will not be obligated to verify the accuracy of OWNER provided information unless verification is included in GHD's scope of work;
  - (c) Arrange for site and property access as required for GHD to perform the services;
  - (d) Give prompt written notice to GHD of any event that affects the scope or timing of GHD's services.

### Payment

5. **Method of Payment.** OWNER shall pay GHD the Fees as defined under the Exhibits.

Additionally, OWNER will pay for any additional approved services GHD undertakes, and any Liability, cost or expense GHD incurs, if:

- (a) The general approved scope, schedule, extent or character of Services is changed materially. In this event, the amount of compensation provided for herein shall be subject to equitable adjustment in accordance with paragraph 3, Change of Scope;
- (b) Any information OWNER (or OWNER's employees, agents or contractors) provides to GHD is not complete and accurate;

- (c) Part or all of the Services are delayed or suspended (other than as a result of GHD's breach of the Agreement);
- (d) OWNER fails to pay an amount due under the Agreement; or
- (e) OWNER ends the Agreement before GHD has completed the services.

6. GHD will submit monthly invoices for services rendered and payment will be made within 30 days of OWNER's receipt of such invoices. Interest at 1% per month will be charged on all past due amounts. When the Fees are on the basis of a lump sum, fixed fee, or a percentage of construction cost for the Project, GHD's invoices will be based upon GHD's estimate of the proportion of the services actually completed at the date of the invoice. If OWNER objects to any invoice submitted by GHD, OWNER shall so advise GHD in writing giving reasons therefore within fourteen (14) days of receipt of such invoice. If no such objection is made, the invoice will be considered acceptable by OWNER.

### Insurance

7. GHD shall maintain continuously during the life of this Agreement the following minimum insurance requirements:
  - (a) Workers' Compensation Insurance with statutory limits and Employer's Liability of at least \$1,000,000 per occurrence;
  - (b) Comprehensive General Liability Insurance with combined single limits of not less than \$1,000,000 in any one occurrence or in the aggregate, applicable to bodily injury, sickness, or death and for loss of or damage to property;
  - (c) Automobile Liability Insurance covering all owned, non-owned, or hired vehicles used by GHD with limits of not less than \$1,000,000 combined single limits applicable to bodily injury, sickness, or death of any one person per occurrence and for loss of or damage to property;
  - (d) Professional Liability Insurance in the amount of \$1,000,000 covering claims, damages and Liability arising out of, or resulting from, GHD's professional negligence in performance of the services.
8. The policies under 7(b) and 7(c) above shall: (1) name OWNER as an Additional Insured; (2) be endorsed to be primary and non-contributory to any other insurance maintained by OWNER.
9. GHD will provide OWNER with satisfactory evidence of the above insurances upon request.



## GHD – USA Services Agreement

### Total Liability for Damages

10. (a) Notwithstanding any other provisions of this Agreement, but subject to clause 10(b) below, to the maximum extent permitted by law, the total aggregate Liability of GHD to OWNER and/or anyone claiming by, through, or under OWNER shall be limited to the amounts set out in clause 7 for the relevant insurance policy or, if no insurance is applicable, to \$1,000,000.
- (b) With respect to professional errors or omissions only, notwithstanding any other provision of this Agreement, to the maximum extent permitted by law, the total aggregate Liability of GHD to OWNER and/or anyone claiming by, through, or under OWNER, for all Liabilities arising out of, or resulting from the professional errors or omissions of GHD in the performance or non-performance of the services shall be limited to \$1,000,000, or the total Fees actually paid to GHD under this Agreement, whichever is less.
- (c) Neither party to this Agreement shall be liable to the other for any indirect, special, incidental, punitive or consequential damages, including but not limited to loss of profits, arising in connection with the performance or non-performance of this Agreement.

### Intellectual Property

11. All Documents prepared or furnished by GHD are instruments of service in respect of the Project and GHD shall retain an ownership and property interest therein whether or not the Project is completed. Any reuse without written verification or adaptation by GHD for the specific purpose intended will be at OWNER's sole risk and without Liability or legal exposure to GHD, and OWNER shall indemnify and hold harmless GHD from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

### Confidentiality, documents and information

12. GHD agrees to keep confidential and not disclose to any person or entity, other than GHD's employees and subcontractors, without the prior written consent of OWNER (which consent shall not be unreasonably withheld, delayed, or conditioned), all data and Information not previously known to GHD and marked "CONFIDENTIAL" by OWNER and provided in the course of GHD's performance of the services. This provision shall not apply to data or Information which is in the public domain or which was acquired by GHD independently from third parties not under any obligation to OWNER to keep such data and Information confidential or which GHD is required to disclose under any law, rule, regulation, ordinance, code, standard, or court order.

### Termination

13. (a) The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Upon such termination, OWNER shall pay to GHD all amounts owing to GHD under the Agreement, for all work performed up to the effective date of termination, plus reasonable termination costs.
- (b) This Agreement may be terminated for convenience by OWNER upon thirty days prior written notice to GHD. In the event of termination for convenience by OWNER, GHD shall be entitled to receive all amounts owing to GHD under the Agreement, for all work performed up to the effective date of termination, plus reasonable termination costs.

### Indemnification

14. To the maximum extent permitted by law, each party shall indemnify and hold harmless the other party, its appointed and elected officials, partners, officers, directors, employees, and agents; from and against any and all Liabilities arising from the negligent or wrongful acts, errors, or omissions, or breach of contract, by a party; but only to the extent of that party's relative degree of fault.
15. In furtherance of these obligations, and only with respect to OWNER, GHD waives any immunity it may have or limitation on the amount or type of damages imposed under any industrial insurance, worker's compensation, disability, employee benefit, or similar laws. GHD ACKNOWLEDGES THAT THIS WAIVER OF IMMUNITY WAS MUTUALLY NEGOTIATED.

### Dispute Resolution

16. Both parties agree in good faith to attempt to resolve amicably, without litigation, any dispute arising out of or relating to this Agreement or the work to be performed hereunder. In the event that any dispute cannot be resolved through direct discussions, the parties agree to endeavor to settle the dispute by mediation. Either party may make a written demand for mediation, which demand shall specify the facts of the dispute. The matter shall be submitted to a mediator mutually selected by the parties. The mediator shall hear the matter and provide an informal nonbinding opinion and advice in order to help resolve the dispute. The mediator's fee shall be shared equally by the parties. If the dispute is not resolved through mediation, the matter may be submitted to the judicial system, in the courts of general jurisdiction where the Project is located, in which event all litigation and collection expenses, witness fees, court costs and attorneys' fees shall be paid to the prevailing party.



## GHD – USA Services Agreement

### Independent Contractor

17. GHD shall act as an independent consultant and not as an agent or employee of OWNER, and will be solely responsible for the control and direct performance of the services provided by its employees and agents.

### Assignment

18. This Agreement may be assigned by either party with the prior written consent of the other party.

### Health and Safety

19. GHD shall only be responsible for the activities of its own employees and agents on the Project site with respect to safety.

### Compliance with Laws, Permits and Licenses

20. This Agreement shall be governed by the law of the state where the Project is located. GHD shall perform its Services in accordance with applicable laws, regulations, ordinances, permits, licenses, and other rules.

### Severability

21. The parties agree that, in the event one or more of the provisions of this Agreement should be declared void or illegal, the remaining provisions shall not be affected and shall continue in full force and effect.

### No Third-Party Beneficiaries

22. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by OWNER or GHD to any third party. All duties and responsibilities undertaken under this Agreement shall be for the sole and exclusive benefit of OWNER and GHD. There are no intended third-party beneficiaries. Notwithstanding the foregoing, should a court find a third party to be a beneficiary of this Agreement, it is the intent of the parties that the judicially created third-party beneficiary be bound by and subject to all of the terms and conditions of this Agreement.

### Notification Period

23. Any applicable Statute of Limitation shall be deemed to commence running on the date which the claimant knew, or should have known, of the facts giving rise to their claims, but in no event later than the date of the final invoice for GHD's services under this Agreement. To the maximum extent permitted by law, as a condition precedent to commencing a judicial proceeding, a party shall give written notice of their claims, including all amounts claimed, and the factual basis for their claims, to the other party within two (2) years of when the claimant knew, or should have known, of the facts giving rise to their claims, but in no event later than two (2) years from the date of GHD's final invoice for Services under this Agreement.

### Complete Agreement

24. This Agreement represents the entire understanding between the OWNER and GHD, and supersedes all prior negotiations, representations, understandings or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the parties hereto.

25. All notices or other written communications required under this Agreement shall be given personally upon delivery or by certified mail, return receipt requested, upon deposit in a U.S. Mail receptacle to the appropriate parties at the addresses shown on the signature page.

26. This Agreement applies to all services undertaken by GHD for OWNER relative to this Project, including any services undertaken prior to the Effective Date hereof.

### Definitions

27. Unless the context otherwise requires, in the Agreement:

"Additional Insured" means that the interests of the client will be noted on the relevant policy, but does not mean that the client is an "Insured" under that policy.

"Agreement" means the agreement executed by the parties in connection with the services, including these terms and exhibits.

"Designated Representative" means specific individuals who act as Engineer's and OWNER's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of OWNER under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of the respective party whom the individual represents.

"Document" or "Documents" includes a written or electronic document.

"Fees" means the amount set out in the agreement details including disbursements.

"Information" includes documents and information provided pertinent to the project.

"Liability" or "Liabilities" means any and all liabilities for actions (whether sounding in tort, contract (express or implied), warranty (express or implied), statutory liability, strict liability, or otherwise); claims (including, but not limited to, claims for bodily injury, death, property damage, (including bodily injury, death, or property damage to employees) or arising under environmental laws); and costs or damages of every nature without limitation (including, but not limited to, reasonable attorneys' fees and costs of defense).

"Project" means the project(s) that the services relate to.

"Services" means the services set out in the agreement details (or otherwise the services GHD undertakes).

"OWNER" means the person(s) set out in the agreement details (and if more than one person, "OWNER" means each of those persons severally and all of them jointly).

This is **EXHIBIT A**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated October 2017.

## **Engineer's Services**

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Engineer shall provide Basic Services as set forth below.

### **PART 1 – BASIC SERVICES**

#### **A1.01 Preliminary Design Phase of a Wastewater Treatment Facility (Site 4 – Phase 1)**

- A. Provide preliminary design engineering services to develop a design for Phase 1 of Site 4 as outlined in the 2015 Watershed Nitrogen Management Plan (WNMP) (referred to in the remainder of this document as "Phase 1") with a status of approximately 25-35%. The work will include basis of design memoranda, cost estimate, and preliminary drawings (no specifications). The design shall build upon the work of the WNMP by GHD.
- B. Conduct two (2) workshops with the Town staff, up to four hours each, to present information and collect feedback on design intent, operational requirements, equipment screening and selection, and process layout. It is anticipated that major design decisions will be discussed and made during the two workshops.
- C. Attend two (2) Sewer Commission Meetings to present findings and recommendations of each workshop. Present final deliverables at a third Sewer Commission Meeting.
- D. Prepare Technical Memoranda to accompany the preliminary Phase 1 design plans and summarize the decision process, the design standards utilized, and the recommendations developed as part of the design development. The approved WNMP will be used for flows and loads and as a starting point for memoranda. Memoranda that are anticipated to be produced include the following (with tentative titles):
  - 1. General Information: Review of adopted codes and standards (as of the date of the original agreement), room names and classifications, and equipment list.
  - 2. Process Mechanical: Flows and loads (Phase 1 flows only), hydraulic profile, treatment goals, preliminary treatment, secondary treatment, disinfection, sludge storage and handling, and ancillary processes (plant water, chemical feed, etc.). A present worth analysis for secondary/tertiary treatment and disinfection will be conducted for the buildout of the facility (WNMP Phases 1 through 5).
  - 3. Building Services: architectural, structural, electrical, HVAC, and instrumentation.
  - 4. Others: environmental, fire protection, and site work.
  - 5. Memorandum outlining the necessary steps for submitting a groundwater discharge permit, including additional hydrogeological information and other site permitting requirements necessary to submit a MassDEP groundwater discharge permit.

6. Memorandum outlining the preliminary sequence of expansion (all phases defined in the WNMP).
  7. Memorandum outlining Summary of Engineer's Estimate of Probable Cost of Phase 1 of the facility at the conclusion of the preliminary design.
- E. Develop preliminary plans at a scale determined by Engineer for the proposed Phase 1 treatment facility including site plans and mechanical plans for the major unit processes and tanks (all drawings will be "not for construction"). Building plans will be presented. Drawings will be 24- x 36-inches, with PDF electronic copy. This task will include initial development of the site layouts from the Final Recommended Plan/Final Environmental Impact Report as well as initial development of other drawings in the fields presented below.
- Civil (up to 10 drawings; site layouts showing major structures and major pipes only)
  - Process/Mechanical (up to 15 drawings; plan views only showing layout for one manufacturer for each major process)
  - Architectural (up to 2 drawings; plan view and one elevation each for the Process Building and Control Building)
  - Electrical (one drawing – major power distribution)
  - Instrumentation (one drawing – overall architecture)
- F. Perform a topographic and existing conditions survey of the treatment facility site (vacant land east of the landfill and bounded by Carlton Drive to the east, Ashers Path to the south and site property boundary to the north) suitable for design use. The survey will include one foot contours.
- G. Provide one (1) draft version of each document for Town review (PDF electronic copy and five {5} hard copy sets of each document including full-size drawings). Comments received within 30 days of submission of the draft will be incorporated into the final version of the document (PDF electronic copy and five {5} hard copy sets for each document including full-size drawings). Deliverables are outlined below:
1. Technical Memoranda, as listed in paragraph A1.01.D.
  2. Drawings, as listed in paragraph A1.01.E.

## **PART 2 – ADDITIONAL SERVICES**

Additional services that could be provided under future authorizations include the following:

1. Final design of Phase 1 facility.
2. Preliminary and/or final design of Phases 2 through 5.
3. Collection system design.
4. Bidding and/or construction phase services.
5. Any field work except that which is identified in this Agreement.

6. Preparation of a groundwater discharge permit and other required permits.
7. Design changes resulting from future law, regulation or code changes.
8. Design changes resulting from industry or manufacturer advances, updates or changes.

### **PART 3 – PAYMENTS TO ENGINEER**

OWNER shall pay ENGINEER a lump sum fee of Four Hundred and Fifty Thousand Dollars and Zero Cents (\$450,000.00) for the Basic Services outlined in the above Scope of Services.

### **PART 4 – PERIOD OF SERVICE**

The above Scope of Services is anticipated to be performed within Three Hundred and Sixty Five (365) calendar days of authorization by the OWNER, said authorization as described hereinafter. Subsequent phases will proceed as mutually agreed upon by OWNER and ENGINEER.

**Town of Mashpee, MA  
Site 4 Design Development**

**Budget Summary**

TASK	Budget
Task 1: Design Workshops	\$21,300
Task 2: Presentation and Sewer Commissioner Meetings	\$22,500
Task 3: Technical Memorandum	\$78,800
Task 4: Preliminary Plans	\$299,400
Task 5: Topographic and Existing Conditions Survey	\$28,000
<b>TOTAL SERVICES</b>	<b>\$450,000</b>

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

At a regular meeting of the Barnstable County Board of Regional Commissioners, in the Commissioners' Conference Room, in the Superior Courthouse, on the eighteenth day of December, A.D. 2019, motion by Commissioner Beaty to authorize the execution of an amendment to an agreement, acting through the Cape Cod Commission, with the Town of Mashpee, executed February 7, 2018, in the amount of \$450,000.00, to utilize nitrogen reduction mitigation funds to support the design of its proposed wastewater treatment plant, for a period from February 7, 2018 through December 31, 2019, to extend the agreement duration through March 31, 2020, as presented, as presented, 2nd by Commissioner Bergstrom, approved 2-0-0

Ronald Bergstrom, Chair: Y

Mary Pat Flynn, Vice-Chair: Absent

Ronald R. Beaty, Commissioner: Y

A true copy, Attest, December 18, 2019

 *Janice O'Connell*  
Barnstable County Regional Clerk

# AGENDA ITEM 8f

Authorizing the award of contracts to, and execution of contracts with, Barbarian USA Inc.; Printing Supplies USA, LLC; Supplies Outlet; and The Tree House, Inc., for the supply and delivery of toners, for a period from December 18, 2019 through June 30, 2020, with an option to renew for one (1) additional year

# 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:

[jennifer.frates@barnstablecounty.org](mailto:jennifer.frates@barnstablecounty.org)

**Jennifer Frates**  
Chief Procurement Officer

December 11, 2019

#### MEMORANDUM

**TO:** County Commissioners

**FROM:** Jennifer Frates, Chief Procurement Officer

**RE:** Notice of Bid Award - #7892 Supply & Delivery of Toner

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Barnstable County issued an Invitation for Bid for the Supply and Delivery of Toners (#7892) for the period of December 2019 to June 30, 2020 with one (1) year option to renew.

The awards are made to the responsive, responsible bidders offering the lowest overall prices by brand.

Please vote to award the contracts to the following vendors at the prices submitted on their bid and reflected on the attached spreadsheet:

The Tree House, Inc.  
Printing Supplies USA, LLC  
Barbarian USA Inc.  
Supplies Outlet

Thank you.

CANON TONER										
ITEM #	DESCRIPTION	UOM	Machine	Est. Usage	Tree House	WB Mason	Printing Supplies USA	Barbarian	Supplies Outlet	Kenmark
CNM-535	Black Toner	EA	Image Class D320 Copier	2	\$119.95 \$239.90	\$136.59 \$273.18	\$120.00 \$240.00	\$96.00 \$192.00	\$91.37 \$182.74	\$139.34 \$278.68
<b>IBM</b>										
ITEM #	DESCRIPTION	UOM	Machine	Est. Usage	Tree House	WB Mason	Printing Supplies USA	Barbarian	Supplies Outlet	Kenmark
IBM-75P6961	IBM-75P6961	EA	infoprint 1353	6	\$383.95 \$2,303.70	\$387.60 \$2,325.60	\$373.80 \$2,242.80	\$349.00 \$2,094.00	\$394.46 \$2,366.76	\$424.95 \$2,549.70
<b>DELL</b>										
Item #	Description	UOM	Machine	Est. Usage	Tree House	WB Mason	Printing Supplies USA	Barbarian	Supplies Outlet	Kenmark
X3310778	Black Toner	EA	Dell C1760NW	4	\$64.40 \$257.60	\$63.64 \$254.56	\$73.32 \$293.28	\$57.95 \$231.80	\$74.57 \$298.28	\$72.40 \$289.60
X3310777	Cyan Toner	EA	Dell C1760NW	4	\$65.15 \$260.60	\$62.37 \$249.48	\$73.32 \$293.28	\$57.95 \$231.80	\$74.57 \$298.28	\$71.72 \$286.88
X3310780	Magenta Toner	EA	Dell C1760NW	4	\$65.15 \$260.60	\$62.37 \$249.48	\$73.32 \$293.28	\$57.95 \$231.80	\$74.57 \$298.28	\$71.72 \$286.88
X3310779	Yellow Toner	EA	Dell C1760NW	4	\$65.15 \$260.60	\$62.37 \$249.48	\$73.32 \$293.28	\$57.95 \$231.80	\$74.57 \$298.28	\$71.72 \$286.88
					\$3,583.00	\$3,601.78	\$3,655.92	\$3,213.20	\$3,742.62	\$3,978.62

RICOH - SAVIN TONERS													
Part Number	Description	UOM	Model	Est Usage	Tree House		WB Mason		Printing Supplies USA	Barbarian	Supplies Outlet		Kenmark
					Black	Yellow	Black	Yellow			Black	Yellow	
841284	Black toner	EA	SAV-5460	1	\$36.50	\$36.50	\$57.88	\$57.88	\$45.95	\$25.00	\$54.24	\$43.43	
841453	Black	EA	C4040	1	\$65.70	\$65.70	\$70.45	\$70.45	\$94.20	\$30.00	\$107.37	\$128.80	
841454	Magenta	EA	C4040	1	\$65.70	\$65.70	\$70.45	\$70.45	\$94.20	\$30.00	\$111.65	\$128.80	
841455	Cyan Toner	EA	C4040MPC 4503	1	\$65.70	\$65.70	\$70.45	\$70.45	\$94.20	\$30.00	\$111.65	\$128.80	
841501	Yellow	EA	MP C2502/SAV/C9120/9210	5	\$76.70	\$383.50	\$83.79	\$418.95	\$452.40	\$150.00	\$103.81	\$98.96	
841502	Magenta	EA	MP C2051/SAV-C9120/9210	3	\$76.70	\$230.10	\$90.99	\$272.97	\$271.44	\$90.00	\$103.81	\$98.96	
841503	Cyan	EA	MP C2052/SAV/C9120/SAVIN 9210	3	\$76.70	\$230.10	\$83.79	\$251.37	\$271.44	\$90.00	\$103.81	\$98.96	
841586	Black	EA	Savin C9210/Ricoh MP2051	2	\$27.25	\$54.50	\$26.10	\$52.20	\$69.46	\$20.00	\$28.26	\$26.91	
841813	Black Toner	EA	C3003	2	\$101.40	\$202.80	\$87.35	\$174.70	\$172.80	\$90.00	\$89.08	\$77.07	
841849	Black	EA	MP C6004ex/C6003	16	\$66.45	\$1,063.20	\$65.28	\$1,044.48	\$1,130.08	\$1,360.00	\$77.41	\$66.42	
841850	Yellow	EA	MP C6004ex/C6003	22	\$119.40	\$2,626.80	\$94.01	\$2,068.22	\$2,355.10	\$3,190.00	\$122.88	\$136.48	
841851	Magenta	EA	MP C6004ex/C6003	20	\$119.40	\$2,388.00	\$94.01	\$1,880.20	\$2,141.00	\$2,900.00	\$122.88	\$136.48	
841852	Cyan	EA	MP C6004ex/C6003	11	\$119.40	\$1,313.40	\$94.01	\$1,034.11	\$1,177.55	\$1,595.00	\$122.88	\$136.48	
841918	Black	EA	MP C2004ex	3	\$40.95	\$122.85	\$38.67	\$116.01	\$138.99	\$90.00	\$42.84	\$40.37	
841919	Yellow	EA	MP C2004ex	2	\$82.45	\$164.90	\$88.05	\$176.10	\$196.06	\$40.00	\$104.92	\$98.86	
841920	Magenta	EA	MP C2004ex	2	\$82.45	\$164.90	\$88.05	\$176.10	\$196.06	\$40.00	\$104.92	\$98.86	
841921	Cyan	EA	MP C2004ex	2	\$82.45	\$164.90	\$88.05	\$176.10	\$196.06	\$40.00	\$104.92	\$98.86	
842083	Black	EA	Ricoh MP-C8002/SAV-8002	12	\$74.80	\$897.60	\$93.01	\$1,116.12	\$896.40	\$1,620.00	\$99.62	\$76.00	
842084	Yellow	EA	Ricoh MP-C8002/SAV-8002	11	\$131.70	\$1,448.70	\$162.72	\$1,789.92	\$1,380.83	\$1,485.00	\$209.04	\$170.71	
842085	Magenta	EA	Ricoh MP-C8002/SAV-8002	11	\$131.70	\$1,448.70	\$162.72	\$1,789.92	\$1,380.83	\$1,485.00	\$209.04	\$170.71	
842086	Cyan	EA	Ricoh MP-C8002/SAV-8002	11	\$131.70	\$1,448.70	\$162.72	\$1,789.92	\$1,380.83	\$1,485.00	\$209.04	\$170.71	
842124	Black	EA	MP2554	1	\$45.90	\$45.90	\$46.52	\$46.52	\$58.98	\$25.00	\$50.22	\$43.29	
842126	Black	EA	Savin MP 4055	1	\$52.10	\$52.10	\$74.67	\$74.67	\$77.35	\$35.00	\$81.10	\$59.95	
842279	Black	EA	IM C6000	5	\$71.30	\$356.50	\$342.03	\$1,710.15	\$376.50	\$225.00	\$75.70	\$66.42	
842280	Yellow	EA	IM C6000	5	\$122.45	\$612.25	\$119.40	\$597.00	\$611.25	\$225.00	\$130.11	\$136.48	
842281	Magenta	EA	IM C6000	5	\$122.45	\$612.25	\$119.40	\$597.00	\$611.25	\$225.00	\$130.11	\$136.48	
842282	Cyan	EA	IM C6000	5	\$122.45	\$612.25	\$119.40	\$597.00	\$611.25	\$225.00	\$130.11	\$136.48	
888029	Black	EA	WP W6700	0	\$102.15	\$0.00	\$109.79	\$0.00	\$0.00	\$0.00	\$118.28	\$88.30	
					\$16,878.50		\$18,218.96		\$16,482.46	\$16,845.00	\$20,825.97	\$19,764.75	



HEWLETT PACKARD												
PART #	ITEM #	DESCRIPTION	Model #	Unit	Estimated usage	Tree House	WB Mason	Printing Supplies USA	Barbarian	Supplies Outlet	Kenmark	Xerox
202A	HEW-CF501A	Cyan	HP Color LaserJet Prof MFP M281fdw	EA	12	\$49.00	\$32.13	\$60.25	\$40.00	\$69.68	\$68.24	\$863.24
202A	HEW-CF502A	Yellow	HP Color LaserJet Prof MFP M281fdw	EA	10	\$49.00	\$32.13	\$60.25	\$45.00	\$69.68	\$68.24	\$802.70
202A	HEW-CF503A	Magenta	HP Color LaserJet Prof MFP M281fdw	EA	10	\$49.00	\$32.13	\$60.25	\$45.00	\$69.68	\$68.24	\$802.70
202A	HEW-CF500A	Black	HP Color LaserJet Prof MFP M281fdw	EA	10	\$415.50	\$40.97	\$511.00	\$45.00	\$59.10	\$57.88	\$760.70
305A	HEW-CE410A	Black Toner Cartridge	LaserJet Pro 400/M451NW	EA	12	\$696.00	\$65.88	\$790.56	\$80.00	\$85.69	\$80.82	\$1,049.52
305A	HEW-CE411A	Cyan	Laser Jet Pro/M451NW	EA	8	\$600.00	\$93.85	\$750.80	\$110.00	\$122.06	\$114.36	\$811.52
305A	HEW-CE412A	Yellow	LaserJet Pro 400/M451NW	EA	8	\$600.00	\$93.85	\$750.80	\$110.00	\$122.06	\$114.36	\$811.52
55A	HEW-CE255A	Black Toner Cartridge	Laser Jet P3015	EA	10	\$1,015.00	\$114.91	\$1,149.10	\$1,400.00	\$144.14	\$140.01	\$702.20
64A	HEW-CE364A	Black Toner Cartridge	Laser Jet P4014N	EA	16	\$1,907.20	\$135.41	\$2,166.56	\$1,700.00	\$162.51	\$163.58	\$2,342.56
78A	HEW-CE278A	Black Toner Cartridge	LaserJet P1106DN	EA	14	\$686.00	\$61.67	\$863.38	\$70.00	\$78.15	\$74.51	\$933.10
87A	HEW-CE287A	Black Toner	Laser Pro M501	EA	8	\$1,190.00	\$166.20	\$1,329.60	\$1,990.00	\$211.42	\$205.99	\$1,977.20
305A	HEW-CE413A	Magenta	LaserJet Pro 400 Color/M451nw	EA	8	\$600.00	\$93.85	\$750.80	\$135.00	\$122.06	\$112.87	\$811.52
90A	HEW-CE390A	Black	HP LaserJet 600 M601	EA	2	\$38.20	\$135.36	\$270.72	\$45.00	\$169.81	\$163.57	\$292.72
HEW-507A-CE400A		Black Toner	LaserJet 500 Color M551	EA	4	\$608.00	\$173.86	\$695.44	\$135.00	\$146.05	\$142.22	\$774.16
HEW-507A-CE401A		Cyan Toner	LaserJet 500 Color M551	EA	4	\$608.00	\$173.86	\$695.44	\$135.00	\$146.05	\$142.22	\$774.16
HEW-507A-CE402A		Yellow Toner	LaserJet 500 Color M551	EA	4	\$608.00	\$173.86	\$695.44	\$135.00	\$146.05	\$142.22	\$774.16
HEW-507A-CE403A		Magenta Toner	LaserJet 500 Color M551	EA	4	\$608.00	\$173.86	\$695.44	\$135.00	\$146.05	\$142.22	\$774.16
HEW-C4836A		Cyan Toner	INKJET2800	EA	2	\$29.00	\$29.06	\$36.37	\$5.00	\$44.84	\$40.76	\$37.95
HEW-C4837A		Magenta Toner	INKJET2800	EA	2	\$29.00	\$29.06	\$36.37	\$5.00	\$44.84	\$40.76	\$37.95
HEW-C4838A		Yellow Toner	HP CP 2025	EA	4	\$24.00	\$24.70	\$30.32	\$5.00	\$37.39	\$33.98	\$31.95
HEW-C4844A		Black Toner	HP Business Inkjet 2800	EA	3	\$1,848.00	\$95.30	\$2,668.46	\$125.00	\$110.05	\$116.57	\$2,933.84
HEW-C8766WN140		HP 95 Tri Color Ink	HP Office Jet 6310	EA	1	\$76.00	\$93.93	\$2,066.46	\$120.00	\$124.27	\$114.98	\$2,271.94
HEW-C9364WN		HP 98 Black Ink	HP Office Jet 6310	EA	1	\$1,900.00	\$93.93	\$2,348.25	\$120.00	\$102.85	\$114.98	\$2,581.75
HEW-CC530A		Black Toner	HP-C7280/CP2025	EA	25	\$76.00	\$93.93	\$2,348.25	\$120.00	\$102.85	\$114.98	\$2,581.75
HEW-CC531A		Cyan	HP-C7280/CP2025	EA	25	\$1,900.00	\$93.93	\$2,348.25	\$120.00	\$102.85	\$114.98	\$2,581.75
HEW-CC532A		Yellow	HP-C7280/CP2025	EA	25	\$76.00	\$93.93	\$2,348.25	\$120.00	\$102.85	\$114.98	\$2,581.75
HEW-CC533A		Magenta Toner	HP 2800/CP2025	EA	2	\$26.00	\$14.32	\$28.64	\$4.00	\$20.26	\$18.39	\$35.00
HEW-CD973AN		Yellow Toner	HP CP3525 DN	EA	2	\$36.00	\$14.32	\$28.64	\$4.00	\$20.26	\$18.39	\$35.00
HEW-CD974AN		Magenta Toner	HP CP3525DN	EA	2	\$36.00	\$14.32	\$28.64	\$4.00	\$20.26	\$18.39	\$35.00
HEW-CD975AN		Cyan Toner	HP CP3525DN	EA	2	\$62.00	\$32.00	\$64.00	\$8.00	\$46.95	\$39.90	\$35.00
HEW-CE-2055A		Black toner	HP Laser Jet P3015	EA	4	\$406.00	\$114.91	\$459.64	\$25.00	\$144.14	\$76.56	\$283.68
HEW-CE250A		Black toner	HP-C93525DN	EA	2	\$93.40	\$104.37	\$208.74	\$25.00	\$137.35	\$129.48	\$418.72
HEW-CE251A		Black Toner	HP P4014N	EA	2	\$183.00	\$204.92	\$409.84	\$30.00	\$269.69	\$253.97	\$559.52
HEW-CE252A		Black Toner	HP 9800	EA	2	\$183.00	\$204.92	\$409.84	\$30.00	\$269.69	\$253.97	\$559.52
HEW-CE253A		Black Toner	HP 9800	EA	2	\$183.00	\$204.92	\$409.84	\$30.00	\$269.69	\$253.97	\$559.52
HEW-CE310A		Black	HP LaserJet CP1025NW	EA	2	\$366.00	\$204.92	\$409.84	\$30.00	\$269.69	\$253.97	\$559.52
HEW-CE311A		Cyan Toner Cartridge	HP LaserJet CP1025NW	EA	2	\$35.45	\$39.63	\$79.26	\$15.00	\$53.47	\$49.12	\$87.16
HEW-CE312A		Yellow Toner Cartridge	HP LaserJet CP1025NW	EA	2	\$39.00	\$44.07	\$88.14	\$15.00	\$30.00	\$54.60	\$96.92
HEW-CE313A		Magenta Toner Cartridge	HP LaserJet CP1025NW	EA	2	\$39.00	\$44.07	\$88.14	\$15.00	\$30.00	\$54.60	\$96.92
HEW-CE314A		Black Toner	HP LaserJet Pro 200	EA	10	\$598.50	\$66.84	\$668.40	\$95.00	\$88.42	\$84.20	\$735.00
HEW-CE210X		Cyan	HP LaserJet Pro 200	EA	10	\$590.50	\$65.95	\$659.50	\$95.00	\$86.79	\$81.39	\$725.30
HEW-CE211A		Yellow	HP LaserJet Pro 200	EA	10	\$590.50	\$65.95	\$659.50	\$95.00	\$86.79	\$81.39	\$725.30

**HEWLETT PACKARD**

PART #	ITEM #	DESCRIPTION	Model #	Unit	Estimated usage	State Toner	Tree House	WB Mason	Printing Supplies USA	Barbarian	Supplies Outlet	Kenmark	Xerox
	HEW-CF213A	Magenta	HP LaserJet Pro 200	EA	10	\$60.00	\$59.05	\$659.50	\$72.61	\$95.00	\$86.79	\$813.90	\$72.53
	HEW-CF283X	Black Toner	HP MFP M252dn	EA	4	\$70.36	\$55.10	\$246.04	\$67.73	\$70.00	\$80.95	\$301.96	\$67.62
	HEW-CF400X	Black Toner	HP LaserJet M252DW	EA	4	\$80.51	\$57.00	\$381.52	\$77.50	\$20.00	\$89.81	\$337.44	\$77.41
	HEW-CF401X	Cyan	HP LaserJet M252DW	EA	4	\$357.16	\$69.00	\$312.28	\$85.95	\$25.00	\$99.62	\$388.92	\$85.86
	HEW-CF402X	Yellow	M252DW	EA	4	\$357.16	\$69.00	\$312.28	\$85.95	\$25.00	\$99.62	\$388.92	\$85.86
	HEW-CF403X	Magenta	HP LaserJet M252DW	EA	4	\$357.16	\$69.00	\$312.28	\$85.95	\$25.00	\$99.62	\$388.92	\$85.86
	HEW-CF410A	Black Toner Cartridge	HP-MFP-M477fdn	EA	16	\$357.29	\$59.15	\$946.40	\$72.61	\$90.00	\$84.15	\$1,307.84	\$120.96
	HEW-CF411X	Cyan toner	HP LaserJet Pro 452 PCI 6/MFP-M477fdn	EA	6	\$1,206.88	\$131.80	\$883.62	\$162.15	\$155.00	\$183.43	\$1,095.18	\$161.94
	HEW-CF412X	Yellow toner	HP LaserJet Pro 452 PCI 6/MFP-M477fdn	EA	18	\$840.00	\$131.80	\$790.80	\$162.15	\$155.00	\$183.43	\$1,095.18	\$161.94
	HEW-CF413X	Magenta Toner	HP-MFP-M477fdn	EA	12	\$1,680.00	\$131.80	\$2,372.40	\$162.15	\$155.00	\$183.43	\$1,095.18	\$161.94
	HEW-CN045AN140	Black	Office Pro 8600	EA	2	\$76.52	\$30.10	\$65.08	\$56.42	\$6.00	\$4.91	\$82.88	\$8.50
	HEW-CN046AN140	Cyan Toner Cartridge	Office Pro 8600	EA	2	\$58.92	\$23.05	\$51.40	\$28.04	\$4.00	\$4.58	\$63.48	\$9.50
	HEW-CN047AN140	Magenta Toner Cartridge	Office Pro 8600	EA	2	\$58.92	\$23.05	\$51.40	\$28.04	\$4.00	\$4.58	\$63.48	\$9.50
	HEW-CN048AN140	Yellow Toner Cartridge	Office Pro 8600	EA	2	\$58.92	\$23.05	\$51.40	\$28.04	\$4.00	\$4.58	\$63.48	\$9.50
12A	HEW-Q2612A	Black Toner Cartridge	HP Laser Jet 101.2	EA	3	\$90.00	\$48.00	\$144.00	\$66.32	\$18.00	\$76.85	\$221.95	\$66.21
	HEW-Q5949X	Black Toner	HP 1320NM	EA	2	\$120.00	\$126.00	\$252.00	\$156.86	\$50.00	\$188.50	\$353.24	\$85.64
	HEW-Q6470A	Black toner	HP 3600DN	EA	2	\$100.00	\$110.00	\$220.00	\$137.79	\$15.00	\$153.41	\$306.82	\$137.61
	HEW-Q6471A	Yellow Toner	HP3600DN	EA	2	\$100.00	\$110.00	\$220.00	\$137.34	\$15.00	\$165.03	\$305.42	\$137.18
	HEW-Q6472A	Cyan Toner	HP 3600DN	EA	2	\$100.00	\$110.00	\$220.00	\$137.34	\$15.00	\$165.03	\$305.42	\$137.18
	HEW-Q6473A	Magenta Toner	HP 3600DN	EA	2	\$100.00	\$110.00	\$220.00	\$137.34	\$15.00	\$165.03	\$305.42	\$137.18
						\$34,757.98	\$32,478.60	\$37,370.48	\$41,738.41	\$38,881.00	\$47,285.49	\$46,464.62	\$44,939.11

**Bid# 7892**

**Contract# BC-20-7892A**

**Contract for Services  
Terms and Conditions**

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

**And**

Barbarian USA INC.  
16422 Stuebner Airline Road  
Spring, TX 77379

THIS AGREEMENT is made this **10th** day of **December, 20 19** by and between **Barbarian USA Inc.** (hereinafter referred to as Contractor), and Barnstable County (hereinafter referred to as County).

The Contract for Services Terms and Conditions and any agreed upon changes thereto included in any Contract Amendments shall take precedence over any additional or conflicting terms and conditions as may be included in any other document attached hereto.

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

1. **Employment of Contractor.** The Contractor hereby agrees to perform the services hereinafter set forth in the Scope of Services. Contractor hereby agrees to hold the County harmless from any claims regarding worker's compensation benefits, unemployment compensation benefits, retirement benefits, or any other benefit normally attributable to the status of "employee" and Contractor specifically agrees to pay for all damages incurred by the County, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.

2. **Scope of Services.** The contractor shall perform the scope of services set forth in Attachment A consisting of one (1) page

3. **Contract Amendments.** The following amendments to the Contract have been executed by duly authorized representatives of the Parties and are attached hereto and incorporated herein:

4. **Time of Performance.**

**Start Date:** 12/18/2019      **End Date:** 6/30/2020

5. **Responsible County Official:** The County Official and Department exercising managerial and budgetary control for this Contract shall be: **Jennifer Frates, Chief Procurement Officer**

6. **Payment:**

A. The County shall compensate the Contractor for the services rendered at the rate of \$ **unit prices** per **Attachment B** (e.g., hour, week, month, project, etc.).

B. In no event shall the Contractor be reimbursed for time other than that spent providing the described service(s).

C. Payment will be made upon submittal and approval of the Contractor's Invoice(s) that is (are) received Monthly , Quarterly , Other  (specify) **per order**.

D. Reimbursement for Travel and Other Contractor Expenses:

All travel and meals are part of this Contract. No reimbursement will be made.

Contractor will be reimbursed for pre-approved travel in an amount not to exceed \$ .  
Copies of receipts must be submitted. Any expense claimed by the Contractor for which there is no supporting documentation shall be disallowed.

Contractor will be reimbursed for OTHER expenses in an amount not to exceed \$ .

OTHER Expenses shall be limited to: \$  
Copies of receipts must be submitted. Any expense claimed by the Contractor for which there is no supporting documentation shall be disallowed.

E. The total of all payments made against this Contract shall not exceed: **\$10,000.00**

Upon acceptance of the Contractor's invoice, payment will be made within thirty (30) days. If an invoice is not accepted by the County within fifteen (15) days, it shall be returned to the Contractor with a written explanation for the rejection. At the end of each County fiscal year Contractor must submit any outstanding invoices for services performed or delivered during the fiscal year (July 1-June 30) to the County no later than July 31<sup>st</sup> of the year when the services were performed. Contractors shall submit invoices within sixty (60) days of completing the work.

**7. Termination or Suspension of Contract for Cause.** If through any sufficient cause, the Contractor 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.

**8. Termination for Convenience of County.** The County shall have the right to discontinue the work of the Contractor and cancel this contract by written notice to the Contractor of such termination and specifying the effective date of such termination. In the event of such termination or suspension of this Contract, the Contractor shall be entitled to just and equitable compensation for satisfactory work completed, for services performed and for reimbursable expenses necessarily incurred in the performance of this Contract up to and including the date of termination or suspension.

**9. Amendments.** 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 Contractor costs, which are mutually agreed upon by the County and the Contractor, shall be incorporated in written amendments to this Contract.

**10. Non-Discrimination in Employment and Affirmative Action.** The Contractor 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 Contractor 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 11246.

11. **Subcontracting.** None of the services to be provided to the County pursuant to this Contract shall be subcontracted or delegated in whole or in part to any other organization, association, individual, corporation, partnership or other such entity without the prior written approval of the County. No subcontract or delegation shall relieve or discharge the Contractor 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.

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

13. **Conflict of Interest.** Contractor acknowledges that it may be subject to the Massachusetts Conflict of Interest statute, Mass. Gen. Laws ch. 268A, and to that extent, Contractor agrees to comply with all requirements of the statute in the performance of this Contract.

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

15. **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.

16. **Findings Confidential.** Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Contract which the County requests to be kept as confidential shall not be made

available to any individual or organization by the Contractor without the prior written approval of the County.

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

**18. 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.

**19. 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.

**20. 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 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.

**21. 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.

**22. Compliance with Laws.** The Contractor shall promptly comply with all applicable laws, rules, regulations, ordinances, orders and requirements of the Commonwealth and any state or federal governmental authority relating to the delivery of the services described in this Contract subject to section 18 above. Unless otherwise provided by law, the Contractor shall promptly pay all fines, penalties and damages that may arise out of or are imposed because of the Contractor's failure to comply with the provisions of this section and, shall indemnify the County against any liability incurred as a result of a violation of this section. If the Contractor receives federal funds pursuant to this Contract, Contractor understands and agrees to comply with all requirements outlined in the Office of Management & Budget Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200 subpart A-F)

**23. Tax Exempt Status.** The County is exempt from federal excise, state, and local taxes; therefore, sales to the County are exempt from Massachusetts sales and use taxes. If the County should become subject to any such taxes during the term of this Contract, the County shall reimburse the Contractor for any cost or expense incurred. Any other taxes imposed on the Contractor on account of this Contract shall be borne solely by the Contractor.

24. **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.

25. **Waiver of Liability.** The Contractor hereby covenants and agrees to waive any and all claims against Barnstable County and release Barnstable County from any liability arising out of the Scope of Services.

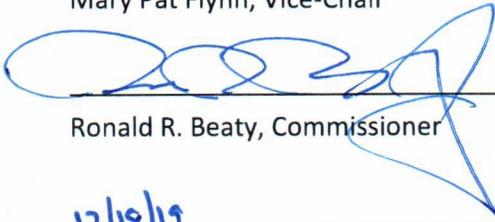
IN WITNESS WHEREOF, the County and Contractor have executed this Agreement this 18<sup>th</sup> day of December in the year Two Thousand and Nineteen.

**FOR THE COUNTY:**

Barnstable County Commissioners:

  
\_\_\_\_\_  
Ronald Bergstrom, Chair

\_\_\_\_\_  
Mary Pat Flynn, Vice-Chair

  
\_\_\_\_\_  
Ronald R. Beaty, Commissioner

12/18/19  
\_\_\_\_\_  
Date

**FOR THE CONTRACTOR:**

DocuSigned by:  
  
\_\_\_\_\_  
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12/10/2019 | 1:26 PM PST  
\_\_\_\_\_  
Date

## Attachment A – Scope of Services

### Shipping

All toner products are to be shipped FOB Destination delivered free of freight charges. The cost of freight are incorporated within the per unit price of products listed in Attachment B.

### Required Delivery

Vendors must be able to guarantee delivery 3 days after receiving order to the appropriate site inside the building as designated by Purchase Order or email. Vendor must contact ordering department if the delivery time on cartridges will take longer than 3 days. The ordering department reserves the right to order outside of this bid if the delivery will take longer than 3 days.

*All toners must be new, original manufacturer.*

Contract prices include labor, delivery insurance and any other necessary expenses to fulfill the conditions of the contract for all locations within Barnstable County. Delivery to various departments shall be made to each individual office indicated on the Purchase Order or through other means of correspondence such as an email. No tailgate delivery will be allowed.

Failure to comply with these criteria will render any contract null and void.

All packages shall be clearly marked with the correct "Ship To" name and address.

***Because all orders will be on an "as needed" basis, contractor must be familiar with the geographical area for delivery purposes. Minimum quantities will not be permitted.***

The contractor shall provide packing slips for each shipment that reflect each purchase order in its entirety including backordered items. All packing slips are to include the account's billing address, the order's shipping address, customer account number and purchase order number, date on which order was placed, contractor's invoice number, description of each item ordered with quantity, stock number, shipping quantity and backorder quantity, number of pieces shipped on the order and date of shipment.

No substitutions can be made to requested items without prior approval by the using department.

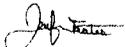
The County shall have the right to return items that are in saleable condition within 30 days and there will be no return or restocking charge.

The term of this contract will be from contract execution in December 2019 through June 30, 2019, with one (1), one (1) year option to renew.

Barnstable County:

Barbarian USA LLC

DocuSigned by:



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DocuSigned by:



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## Attachment B – Contract Prices

<b>IBM</b>			
<b>Item #</b>	<b>Description</b>	<b>Machine</b>	<b>Contract Price</b>
IBM-75P6961	IBM-75P6961	infoprint 1353	\$349.00
<b>DELL</b>			
<b>Item #</b>	<b>Description</b>	<b>Machine</b>	<b>Contract Price</b>
X3310778	Black Toner	Dell C1760NW	\$57.95
X3310777	Cyan Toner	Dell C1760NW	\$57.95
X3310780	Magenta Toner	Dell C1760NW	\$57.95
X3310779	Yellow Toner	Dell C1760NW	\$57.95
<b>Lexmark</b>			
<b>Item #</b>	<b>Description</b>	<b>Machine</b>	<b>Contract Price</b>
T650H11A	Laser Printer	T650A	\$390.00
LEX50F1UOO	Toner	MS610DN	\$275.00
LEX62D1000	Toner	MX810DE	\$31.00

**Contract for Services**  
**Terms and Conditions**

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

**And**

Online Tech Stores dba Supplies Outlet  
5440 Reno Corporate Drive  
Reno, NV 89511

THIS AGREEMENT is made this **10th** day of **December, 20 19** by and between **Online Tech Stores dba Supplies Outlet** (hereinafter referred to as Contractor), and Barnstable County (hereinafter referred to as County).

The Contract for Services Terms and Conditions and any agreed upon changes thereto included in any Contract Amendments shall take precedence over any additional or conflicting terms and conditions as may be included in any other document attached hereto.

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

1. **Employment of Contractor.** The Contractor hereby agrees to perform the services hereinafter set forth in the Scope of Services. Contractor hereby agrees to hold the County harmless from any claims regarding worker's compensation benefits, unemployment compensation benefits, retirement benefits, or any other benefit normally attributable to the status of "employee" and Contractor specifically agrees to pay for all damages incurred by the County, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.

2. **Scope of Services.** The contractor shall perform the scope of services set forth in Attachment A consisting of one (1) page

3. **Contract Amendments.** The following amendments to the Contract have been executed by duly authorized representatives of the Parties and are attached hereto and incorporated herein:

4. **Time of Performance.**

**Start Date:** 12/18/2019      **End Date:** 6/30/2020

5. **Responsible County Official:** The County Official and Department exercising managerial and budgetary control for this Contract shall be: **Jennifer Frates, Chief Procurement Officer**

6. **Payment:**

A. The County shall compensate the Contractor for the services rendered at the rate of \$ **unit prices per Attachment B**(e.g., hour, week, month, project, etc.).

- B. In no event shall the Contractor be reimbursed for time other than that spent providing the described service(s).
- C. Payment will be made upon submittal and approval of the Contractor's Invoice(s) that is (are) received Monthly , Quarterly , Other  (specify) **per order**.
- D. Reimbursement for Travel and Other Contractor Expenses:
  - All travel and meals are part of this Contract. No reimbursement will be made.
  - Contractor will be reimbursed for pre-approved travel in an amount not to exceed \$ .  
Copies of receipts must be submitted. Any expense claimed by the Contractor for which there is no supporting documentation shall be disallowed.
  - Contractor will be reimbursed for OTHER expenses in an amount not to exceed \$ .
  - OTHER Expenses shall be limited to: \$  
Copies of receipts must be submitted. Any expense claimed by the Contractor for which there is no supporting documentation shall be disallowed.
- E. The total of all payments made against this Contract shall not exceed: **\$500.00**

Upon acceptance of the Contractor's invoice, payment will be made within thirty (30) days. If an invoice is not accepted by the County within fifteen (15) days, it shall be returned to the Contractor with a written explanation for the rejection. At the end of each County fiscal year Contractor must submit any outstanding invoices for services performed or delivered during the fiscal year (July 1-June 30) to the County no later than July 31<sup>st</sup> of the year when the services were performed. Contractors shall submit invoices within sixty (60) days of completing the work.

**7. Termination or Suspension of Contract for Cause.** If through any sufficient cause, the Contractor 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.

**8. Termination for Convenience of County.** The County shall have the right to discontinue the work of the Contractor and cancel this contract by written notice to the Contractor of such termination and specifying the effective date of such termination. In the event of such termination or suspension of this Contract, the Contractor shall be entitled to just and equitable compensation for satisfactory work completed, for services performed and for reimbursable expenses necessarily incurred in the performance of this Contract up to and including the date of termination or suspension.

**9. Amendments.** 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 Contractor costs, which are mutually agreed upon by the County and the Contractor, shall be incorporated in written amendments to this Contract.

**10. Non-Discrimination in Employment and Affirmative Action.** The Contractor 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 Contractor 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 11246.

**11. Subcontracting.** None of the services to be provided to the County pursuant to this Contract shall be subcontracted or delegated in whole or in part to any other organization, association, individual, corporation, partnership or other such entity without the prior written approval of the County. No subcontract or delegation shall relieve or discharge the Contractor 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.

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

**13. Conflict of Interest.** Contractor acknowledges that it may be subject to the Massachusetts Conflict of Interest statute, Mass. Gen. Laws ch. 268A, and to that extent, Contractor agrees to comply with all requirements of the statute in the performance of this Contract.

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

**15. 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.

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

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

**18. 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.

**19. 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.

**20. 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 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.

**21. 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.

**22. Compliance with Laws.** The Contractor shall promptly comply with all applicable laws, rules, regulations, ordinances, orders and requirements of the Commonwealth and any state or federal governmental authority relating to the delivery of the services described in this Contract subject to section 18 above. Unless otherwise provided by law, the Contractor shall promptly pay all fines, penalties and damages that may arise out of or are imposed because of the Contractor's failure to comply with the provisions of this section and, shall indemnify the County against any liability incurred as a result of a violation of this section. If the Contractor receives federal funds pursuant to this Contract, Contractor understands and agrees to comply with all requirements outlined in the Office of Management & Budget Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200 subpart A-F)

**23. Tax Exempt Status.** The County is exempt from federal excise, state, and local taxes; therefore, sales to the County are exempt from Massachusetts sales and use taxes. If the County should become subject to any such taxes during the term of this Contract, the County shall reimburse the Contractor for any cost or expense

incurred. Any other taxes imposed on the Contractor on account of this Contract shall be borne solely by the Contractor.

24. **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.

25. **Waiver of Liability.** The Contractor hereby covenants and agrees to waive any and all claims against Barnstable County and release Barnstable County from any liability arising out of the Scope of Services.

IN WITNESS WHEREOF, the County and Contractor have executed this Agreement this 18<sup>th</sup> day of December in the year Two Thousand and Nineteen.

**FOR THE COUNTY:**

Barnstable County Commissioners:

  
\_\_\_\_\_  
Ronald Bergstrom, Chair

Mary Pat Flynn, Vice-Chair  
  
\_\_\_\_\_  
Ronald R. Beaty, Commissioner

12/19/19  
\_\_\_\_\_  
Date

**FOR THE CONTRACTOR:**

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12/11/2019 | 10:02 AM EST  
\_\_\_\_\_  
Date

## Attachment A – Scope of Services

### Shipping

All toner products are to be shipped FOB Destination delivered free of freight charges. The cost of freight are incorporated within the per unit price of products listed in Attachment B.

### Required Delivery

Vendors must be able to guarantee delivery 3 days after receiving order to the appropriate site inside the building as designated by Purchase Order or email. Vendor must contact ordering department if the delivery time on cartridges will take longer than 3 days. The ordering department reserves the right to order outside of this bid if the delivery will take longer than 3 days.

*All toners must be new, original manufacturer.*

Contract prices include labor, delivery insurance and any other necessary expenses to fulfill the conditions of the contract for all locations within Barnstable County. Delivery to various departments shall be made to each individual office indicated on the Purchase Order or through other means of correspondence such as an email. No tailgate delivery will be allowed.

Failure to comply with these criteria will render any contract null and void.

All packages shall be clearly marked with the correct "Ship To" name and address.

***Because all orders will be on an "as needed" basis, contractor must be familiar with the geographical area for delivery purposes. Minimum quantities will not be permitted.***

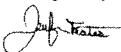
The contractor shall provide packing slips for each shipment that reflect each purchase order in its entirety including backordered items. All packing slips are to include the account's billing address, the order's shipping address, customer account number and purchase order number, date on which order was placed, contractor's invoice number, description of each item ordered with quantity, stock number, shipping quantity and backorder quantity, number of pieces shipped on the order and date of shipment.

No substitutions can be made to requested items without prior approval by the using department.

The County shall have the right to return items that are in saleable condition within 30 days and there will be no return or restocking charge.

The term of this contract will be from contract execution in December 2019 through June 30, 2019, with one (1), one (1) year option to renew.

Barnstable County:

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Online Tech Stores dba Supplies Outlet

DocuSigned by:  
  
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Attachment B – Contract Prices

<b>CANON TONER</b>			
<b>Item #</b>	<b>Description</b>	<b>Machine</b>	<b>Contract Price</b>
S35	Black Toner	Image Class D320 Copier	\$ 91.37

**Bid# 7892**  
**Contract# BC-20-7892C**

**Contract for Services**  
**Terms and Conditions**

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

**And**

Printing Supplies USA LLC  
666 Plainsboro Road, Suite 1237  
Plainsboro, NJ 08536

THIS AGREEMENT is made this **10th** day of **December, 20 19** by and between **Printing Supplies USA, LLC** (hereinafter referred to as Contractor), and Barnstable County (hereinafter referred to as County).

The Contract for Services Terms and Conditions and any agreed upon changes thereto included in any Contract Amendments shall take precedence over any additional or conflicting terms and conditions as may be included in any other document attached hereto.

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

1. **Employment of Contractor.** The Contractor hereby agrees to perform the services hereinafter set forth in the Scope of Services. Contractor hereby agrees to hold the County harmless from any claims regarding worker's compensation benefits, unemployment compensation benefits, retirement benefits, or any other benefit normally attributable to the status of "employee" and Contractor specifically agrees to pay for all damages incurred by the County, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.

2. **Scope of Services.** The contractor shall perform the scope of services set forth in Attachment A consisting of one (1) page

3. **Contract Amendments.** The following amendments to the Contract have been executed by duly authorized representatives of the Parties and are attached hereto and incorporated herein:

4. **Time of Performance.**

**Start Date:** 12/18/2019      **End Date:** 6/30/2020

5. **Responsible County Official:** The County Official and Department exercising managerial and budgetary control for this Contract shall be: **Jennifer Frates, Chief Procurement Officer**

6. **Payment:**

A. The County shall compensate the Contractor for the services rendered at the rate of \$ **unit prices** per **Attachment B**(e.g., hour, week, month, project, etc.).

B. In no event shall the Contractor be reimbursed for time other than that spent providing the described

service(s).

C. Payment will be made upon submittal and approval of the Contractor's Invoice(s) that is (are) received Monthly , Quarterly , Other  (specify) **per order**.

D. Reimbursement for Travel and Other Contractor Expenses:

All travel and meals are part of this Contract. No reimbursement will be made.

Contractor will be reimbursed for pre-approved travel in an amount not to exceed \$ .  
Copies of receipts must be submitted. Any expense claimed by the Contractor for which there is no supporting documentation shall be disallowed.

Contractor will be reimbursed for OTHER expenses in an amount not to exceed \$ .

OTHER Expenses shall be limited to: \$  
Copies of receipts must be submitted. Any expense claimed by the Contractor for which there is no supporting documentation shall be disallowed.

E. The total of all payments made against this Contract shall not exceed: **\$20,000.00**

Upon acceptance of the Contractor's invoice, payment will be made within thirty (30) days. If an invoice is not accepted by the County within fifteen (15) days, it shall be returned to the Contractor with a written explanation for the rejection. At the end of each County fiscal year Contractor must submit any outstanding invoices for services performed or delivered during the fiscal year (July 1-June 30) to the County no later than July 31<sup>st</sup> of the year when the services were performed. Contractors shall submit invoices within sixty (60) days of completing the work.

**7. Termination or Suspension of Contract for Cause.** If through any sufficient cause, the Contractor 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.

**8. Termination for Convenience of County.** The County shall have the right to discontinue the work of the Contractor and cancel this contract by written notice to the Contractor of such termination and specifying the effective date of such termination. In the event of such termination or suspension of this Contract, the Contractor shall be entitled to just and equitable compensation for satisfactory work completed, for services performed and for reimbursable expenses necessarily incurred in the performance of this Contract up to and including the date of termination or suspension.

**9. Amendments.** 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 Contractor costs, which are mutually agreed upon by the County and the Contractor, shall be incorporated in written amendments to this Contract.

**10. Non-Discrimination in Employment and Affirmative Action.** The Contractor 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

Contractor 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 11246.

11. **Subcontracting.** None of the services to be provided to the County pursuant to this Contract shall be subcontracted or delegated in whole or in part to any other organization, association, individual, corporation, partnership or other such entity without the prior written approval of the County. No subcontract or delegation shall relieve or discharge the Contractor 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.

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

13. **Conflict of Interest.** Contractor acknowledges that it may be subject to the Massachusetts Conflict of Interest statute, Mass. Gen. Laws ch. 268A, and to that extent, Contractor agrees to comply with all requirements of the statute in the performance of this Contract.

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

15. **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.

16. **Findings Confidential.** Any reports, information, data, etc., given to or prepared or assembled by the

Contractor under this Contract which the County requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

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

**18. 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.

**19. 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.

**20. 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 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.

**21. 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.

**22. Compliance with Laws.** The Contractor shall promptly comply with all applicable laws, rules, regulations, ordinances, orders and requirements of the Commonwealth and any state or federal governmental authority relating to the delivery of the services described in this Contract subject to section 18 above. Unless otherwise provided by law, the Contractor shall promptly pay all fines, penalties and damages that may arise out of or are imposed because of the Contractor's failure to comply with the provisions of this section and, shall indemnify the County against any liability incurred as a result of a violation of this section. If the Contractor receives federal funds pursuant to this Contract, Contractor understands and agrees to comply with all requirements outlined in the Office of Management & Budget Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200 subpart A-F)

**23. Tax Exempt Status.** The County is exempt from federal excise, state, and local taxes; therefore, sales to the County are exempt from Massachusetts sales and use taxes. If the County should become subject to any such taxes during the term of this Contract, the County shall reimburse the Contractor for any cost or expense incurred. Any other taxes imposed on the Contractor on account of this Contract shall be borne solely by the

Contractor.

24. **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.

25. **Waiver of Liability.** The Contractor hereby covenants and agrees to waive any and all claims against Barnstable County and release Barnstable County from any liability arising out of the Scope of Services.

IN WITNESS WHEREOF, the County and Contractor have executed this Agreement this 18<sup>th</sup> day of December in the year Two Thousand and Nineteen.

**FOR THE COUNTY:**

Barnstable County Commissioners :

Ronald Bergstrom  
Ronald Bergstrom, Chair

Mary Pat Flynn, Vice-Chair

Ronald R. Beaty  
Ronald R. Beaty, Commissioner

12/18/19  
Date

**FOR THE CONTRACTOR:**

DocuSigned by:  
Luke Xu  
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12/10/2019 | 3:48 PM EST  
Date

## Attachment A – Scope of Services

### Shipping

All toner products are to be shipped FOB Destination delivered free of freight charges. The cost of freight are incorporated within the per unit price of products listed in Attachment B.

### Required Delivery

Vendors must be able to guarantee delivery 3 days after receiving order to the appropriate site inside the building as designated by Purchase Order or email. Vendor must contact ordering department if the delivery time on cartridges will take longer than 3 days. The ordering department reserves the right to order outside of this bid if the delivery will take longer than 3 days.

*All toners must be new, original manufacturer.*

Contract prices include labor, delivery insurance and any other necessary expenses to fulfill the conditions of the contract for all locations within Barnstable County. Delivery to various departments shall be made to each individual office indicated on the Purchase Order or through other means of correspondence such as an email. No tailgate delivery will be allowed.

Failure to comply with these criteria will render any contract null and void.

All packages shall be clearly marked with the correct "Ship To" name and address.

***Because all orders will be on an "as needed" basis, contractor must be familiar with the geographical area for delivery purposes. Minimum quantities will not be permitted.***

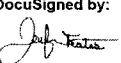
The contractor shall provide packing slips for each shipment that reflect each purchase order in its entirety including backordered items. All packing slips are to include the account's billing address, the order's shipping address, customer account number and purchase order number, date on which order was placed, contractor's invoice number, description of each item ordered with quantity, stock number, shipping quantity and backorder quantity, number of pieces shipped on the order and date of shipment.

No substitutions can be made to requested items without prior approval by the using department.

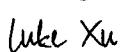
The County shall have the right to return items that are in saleable condition within 30 days and there will be no return or restocking charge.

The term of this contract will be from contract execution in December 2019 through June 30, 2019, with one (1), one (1) year option to renew.

Barnstable County:

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Printing Supplies USA LLC

DocuSigned by:  
  
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## Attachment B – Contract Prices

RICOH - SAVIN TONERS				
Item #		Description	Model	Contract Price
841284		Black toner	SAV-5460	\$ 45.95
841453		Black	C4040	\$ 94.20
841454	SAV-5462	Magenta	C4040	\$ 94.20
841455	SAV-5461	Cyan Toner	C4040MPC 4503	\$ 94.20
841501	SAV-841501	Yellow	MP C2502/SAVC9120/9210	\$ 90.48
841502	SAV-841502	Magenta	MP C2051/SAV-C9120/9210	\$ 90.48
841503	SAV-841503	Cyan	MP C2052/SAVC9120/SAVIN 9210	\$ 90.48
841586	RIC-841586	Black	Savin C9210/Ricoh MP2051	\$ 34.73
841813	RIC-841813	Black Toner	C3003	\$ 86.40
841849		Black	MP C6004ex/C6003	\$ 70.63
841850		Yellow	MP C6004ex/C6003	\$ 107.05
841851		Magenta	MP C6004ex/C6003	\$ 107.05
841852		Cyan	MP C6004ex/C6003	\$ 107.05
841918		Black	MP C2004ex	\$ 46.33
841919		Yellow	MP C2004ex	\$ 98.03
841920		Magenta	MP C2004ex	\$ 98.03
841921		Cyan	MP C2004ex	\$ 98.03
842083		Black	Ricoh MP-C8002/SAV-8002	\$ 74.70
842084		Yellow	Ricoh MP-C8002/SAV-8002	\$ 125.53
842085		Magenta	Ricoh MP-C8002/SAV-8002	\$ 125.53
842086		Cyan	Ricoh MP-C8002/SAV-8002	\$ 125.53
842124		Black	MP2554	\$ 58.98
842126		Black	Savin MP 4055	\$ 77.35
842279		Black	IM C6000	\$ 75.30
842280		Yellow	IM C6000	\$ 122.25
842281		Magenta	IM C6000	\$ 122.25
842282		Cyan	IM C6000	\$ 122.25
888029		Black	WP W6700	\$ 122.05

**Bid# 7892**

**Contract# BC-20-7892D**

**Contract for Services  
Terms and Conditions**

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

**And**

The Tree House, Inc.  
P.O. Box 413  
Norwood, MA 02062

THIS AGREEMENT is made this **10th** day of **October, 20 19** by and between **The Tree House, Inc** (hereinafter referred to as Contractor), and Barnstable County (hereinafter referred to as County).

The Contract for Services Terms and Conditions and any agreed upon changes thereto included in any Contract Amendments shall take precedence over any additional or conflicting terms and conditions as may be included in any other document attached hereto.

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

1. **Employment of Contractor.** The Contractor hereby agrees to perform the services hereinafter set forth in the Scope of Services. Contractor hereby agrees to hold the County harmless from any claims regarding worker's compensation benefits, unemployment compensation benefits, retirement benefits, or any other benefit normally attributable to the status of "employee" and Contractor specifically agrees to pay for all damages incurred by the County, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.

2. **Scope of Services.** The contractor shall perform the scope of services set forth in Attachment A consisting of one (1) page

3. **Contract Amendments.** The following amendments to the Contract have been executed by duly authorized representatives of the Parties and are attached hereto and incorporated herein:

4. **Time of Performance.**

**Start Date:** 12/18/2019      **End Date:** 6/30/2020

5. **Responsible County Official:** The County Official and Department exercising managerial and budgetary control for this Contract shall be: **Jennifer Frates, Chief Procurement Officer**

6. **Payment:**

A. The County shall compensate the Contractor for the services rendered at the rate of \$ **unit prices per Attachment B** (e.g., hour, week, month, project, etc.).

B. In no event shall the Contractor be reimbursed for time other than that spent providing the described

service(s).

C. Payment will be made upon submittal and approval of the Contractor's Invoice(s) that is (are) received Monthly , Quarterly , Other  (specify) **per order**.

D. Reimbursement for Travel and Other Contractor Expenses:

All travel and meals are part of this Contract. No reimbursement will be made.

Contractor will be reimbursed for pre-approved travel in an amount not to exceed \$ .  
Copies of receipts must be submitted. Any expense claimed by the Contractor for which there is no supporting documentation shall be disallowed.

Contractor will be reimbursed for OTHER expenses in an amount not to exceed \$ .

OTHER Expenses shall be limited to: \$  
Copies of receipts must be submitted. Any expense claimed by the Contractor for which there is no supporting documentation shall be disallowed.

E. The total of all payments made against this Contract shall not exceed: **\$35,000.00**

Upon acceptance of the Contractor's invoice, payment will be made within thirty (30) days. If an invoice is not accepted by the County within fifteen (15) days, it shall be returned to the Contractor with a written explanation for the rejection. At the end of each County fiscal year Contractor must submit any outstanding invoices for services performed or delivered during the fiscal year (July 1-June 30) to the County no later than July 31<sup>st</sup> of the year when the services were performed. Contractors shall submit invoices within sixty (60) days of completing the work.

**7. Termination or Suspension of Contract for Cause.** If through any sufficient cause, the Contractor 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.

**8. Termination for Convenience of County.** The County shall have the right to discontinue the work of the Contractor and cancel this contract by written notice to the Contractor of such termination and specifying the effective date of such termination. In the event of such termination or suspension of this Contract, the Contractor shall be entitled to just and equitable compensation for satisfactory work completed, for services performed and for reimbursable expenses necessarily incurred in the performance of this Contract up to and including the date of termination or suspension.

**9. Amendments.** 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 Contractor costs, which are mutually agreed upon by the County and the Contractor, shall be incorporated in written amendments to this Contract.

**10. Non-Discrimination in Employment and Affirmative Action.** The Contractor 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

Contractor 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 11246.

11. **Subcontracting.** None of the services to be provided to the County pursuant to this Contract shall be subcontracted or delegated in whole or in part to any other organization, association, individual, corporation, partnership or other such entity without the prior written approval of the County. No subcontract or delegation shall relieve or discharge the Contractor 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.

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

13. **Conflict of Interest.** Contractor acknowledges that it may be subject to the Massachusetts Conflict of Interest statute, Mass. Gen. Laws ch. 268A, and to that extent, Contractor agrees to comply with all requirements of the statute in the performance of this Contract.

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

15. **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.

16. **Findings Confidential.** Any reports, information, data, etc., given to or prepared or assembled by the

Contractor under this Contract which the County requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

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

**18. 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.

**19. 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.

**20. 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 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.

**21. 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.

**22. Compliance with Laws.** The Contractor shall promptly comply with all applicable laws, rules, regulations, ordinances, orders and requirements of the Commonwealth and any state or federal governmental authority relating to the delivery of the services described in this Contract subject to section 18 above. Unless otherwise provided by law, the Contractor shall promptly pay all fines, penalties and damages that may arise out of or are imposed because of the Contractor's failure to comply with the provisions of this section and, shall indemnify the County against any liability incurred as a result of a violation of this section. If the Contractor receives federal funds pursuant to this Contract, Contractor understands and agrees to comply with all requirements outlined in the Office of Management & Budget Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200 subpart A-F)

**23. Tax Exempt Status.** The County is exempt from federal excise, state, and local taxes; therefore, sales to the County are exempt from Massachusetts sales and use taxes. If the County should become subject to any such taxes during the term of this Contract, the County shall reimburse the Contractor for any cost or expense incurred. Any other taxes imposed on the Contractor on account of this Contract shall be borne solely by the



## Attachment A – Scope of Services

### Shipping

All toner products are to be shipped FOB Destination delivered free of freight charges. The cost of freight are incorporated within the per unit price of products listed in Attachment B.

### Required Delivery

Vendors must be able to guarantee delivery 3 days after receiving order to the appropriate site inside the building as designated by Purchase Order or email. Vendor must contact ordering department if the delivery time on cartridges will take longer than 3 days. The ordering department reserves the right to order outside of this bid if the delivery will take longer than 3 days.

*All toners must be new, original manufacturer.*

Contract prices include labor, delivery insurance and any other necessary expenses to fulfill the conditions of the contract for all locations within Barnstable County. Delivery to various departments shall be made to each individual office indicated on the Purchase Order or through other means of correspondence such as an email. No tailgate delivery will be allowed.

Failure to comply with these criteria will render any contract null and void.

All packages shall be clearly marked with the correct "Ship To" name and address.

***Because all orders will be on an "as needed" basis, contractor must be familiar with the geographical area for delivery purposes. Minimum quantities will not be permitted.***

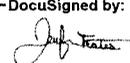
The contractor shall provide packing slips for each shipment that reflect each purchase order in its entirety including backordered items. All packing slips are to include the account's billing address, the order's shipping address, customer account number and purchase order number, date on which order was placed, contractor's invoice number, description of each item ordered with quantity, stock number, shipping quantity and backorder quantity, number of pieces shipped on the order and date of shipment.

No substitutions can be made to requested items without prior approval by the using department.

The County shall have the right to return items that are in saleable condition within 30 days and there will be no return or restocking charge.

The term of this contract will be from contract execution in December 2019 through June 30, 2019, with one (1), one (1) year option to renew.

Barnstable County:

DocuSigned by:  
  
CBC90114D282472...

The Tree House, Inc.

DocuSigned by:  
  
E5E9F1FF7F044DZ...

## Attachment B – Contract Prices

BROTHER			
Item Number	Description	Model #	Bid Price
Brother LC61BK	Black Toner	Brother MFC 495CW LC61	\$21.00
Brother LC61C	Cyan Toner	Brother MFC 495CW LC61	\$8.85
Brother LC61M	Magenta	Brother MFC 495CW LC61	\$8.85
Brother LC614	Yellow	Brother MFC 495CW LC61	\$8.85
BRTL203BK	Black Ink	MFC-J57200W	\$17.10
BRTL203C	Cyan Ink	MFC-J57200W	\$10.15
BRTL203M	Magenta Ink	MFC-J57200W	\$10.15
BRTL203Y	Yellow Ink	MFC-J57200W	\$10.15
BRT-LC51CL	3 piece toner	1860C Fax Machine	\$36.05
BRT-LC51BK	Black Toner	1860C Fax Machine	\$22.65

HEWLETT PACKARD				
PART #	ITEM #	DESCRIPTION	Model #	Contract Price
202A	HEW-CF501A	Cyan	HP Color LaserJet Prof MFP M281fdw	\$49.00
202A	HEW-CF502A	Yellow	HP Color LaserJet Prof MFP M281fdw	\$49.00
202A	HEW-CF503A	Magenta	HP Color LaserJet Prof MFP M281fdw	\$49.00
202A	HEW-CF500A	Black	HP Color LaserJet Prof MFP M281fdw	\$41.55
305A	HEW-CE410A	Black Toner Cartridge	Laserjet Pro 400/M451NW	\$58.00
305A	HEW-CE411A	Cyan	Laser jet Pro/M451NW	\$75.00
305A	HEW-CE412A	Yellow	Laserjet Pro 400/M451NW	\$75.00
55A	HEW-CE255A	Black Toner Cartridge	Laser Jet P3015	\$101.50
64A	HEW-CC364A	Black Toner Cartridge	Laser Jet P4014N	\$119.20
78A	HEW-CE278A	Black Toner Cartridge	LaserJet P1606DN	\$49.00
87A	HEW-CF287A	Black Toner	Laser Pro M501	\$148.75
305A	HEW-CE413A	Magenta	Laserjet Pro 400 Color/M451nw	\$75.00
90A	HEW-CE390A	Black	HP Laserjet 600 M601	\$119.10
	HEW-507A-CE400A	Black Toner	Laserjet 500 Color M551	\$102.35
	HEW-507A-CE401A	cyan Toner	Laserjet 500 Color M551	\$152.00
	HEW-507A-CE402A	Yellow Toner	Laserjet 500 Color M551	\$152.00

<b>PART #</b>	<b>ITEM #</b>	<b>DESCRIPTION</b>	<b>Model #</b>	<b>Contract Price</b>
	HEW-507A-CE403A	Magenta Toner	Laserjet 500 Color M551	\$152.00
	HEW-C4836A	Cyan Toner	INKJET2800	\$39.50
	HEW-C4837A	Magenta toner	INKJET2800	\$39.50
	HEW-C4838A	Yellow toner	HP CP 2025	\$39.50
	HEW-C4844A	Black Toner	HP Business Inkjet 2800	\$39.50
	HEW-C8766WN140	HP 95 Tri Color Ink	HP Office Jet 6310	\$29.00
	HEW-C9364WN	HP 98 Black Ink	HP Office Jet 6310	\$24.00
	HEW-CC530A	Black Toner	HP-C7280/CP2025	\$66.00
	HEW-CC531A	Cyan	CP2025	\$76.00
	HEW-CC532A	Yellow	HP-C7280/CP2025	\$76.00
	HEW-CC533A	Magenta toner	HP 2800/CP2025	\$76.00
	HEW-CD973AN	Yellow toner	HP CP3525 DN	\$13.00
	HEW-CD974AN	Magenta toner	HP CP3525DN	\$13.00
	HEW-CD975AN	Cyan Toner	HP-CP3525DN	\$31.00
	HEW-CE-2055A	Black toner	HP Laser Jet P3015	\$101.50
	HEW-CE250A	Black toner	HP-CP3525DN	\$93.40
	HEW-CE251A	Black Toner	HP P4014N	\$183.00
	HEW-CE252A	Black Toner	HP 9800	\$183.00
	HEW-CE253A	Black Toner	HP 9800	\$183.00
	HEW-CE310A	Black	HP LaserJet CP1025NW	\$35.45
	HEW-CE311A	Cyan Toner Cartridge	HP LaserJet CP1025NW	\$39.00
	HEW-CE312A	Yellow Toner Cartridge	HP LaserJet CP1025NW	\$39.00
	HEW-CE313A	Magenta Toner Cartridge	HP LaserJet CP1025NW	\$39.00
	HEW-CF210X	Black Toner	HP LaserJet Pro 200	\$59.85
	HEW-CF211A	Cyan	HP LaserJet Pro 200	\$59.05
	HEW-CF212A	Yellow	HP LaserJet Pro 200	\$59.05
	HEW-CF213A	Magenta	HP LaserJet Pro 200	\$59.05
	HEW-CF283X	Black Toner	HP MFP M225dn	\$55.10
	HEW-CF400X	Black Toner	HP LaserJet M252DW	\$57.00
	HEW-CF401X	Cyan	HP LaserJet M252DW	\$69.00

<b>PART #</b>	<b>ITEM #</b>	<b>DESCRIPTION</b>	<b>Model #</b>	<b>Contract Price</b>
	HEW-CF402X	Yellow	M252DW	\$69.00
	HEW-CF403X	Magenta	HP LaserJet M252DW	\$69.00
	HEW-CF410A	Black Toner Cartridge	HP-MFP-M477fdn	\$59.15
	HEW-CF411X	Cyan toner	HP Laser Jet Pro 452 PCI 6/MFP-M477fdn	\$131.80
	HEW-CF412X	Yellow toner	HP Laser Jet Pro 452 PCI 6/MFP-M477fdn	\$131.80
	HEW-CF413X	Magenta Toner	HP-MFP-M477fdn	\$131.80
	HEW-CN045AN140	Black	Office Pro 8600	\$30.10
	HEW-CN046AN140	Cyan Toner Cartridge	Office Pro 8600	\$23.05
	HEW-CN047AN140	Magenta Toner Cartridge	Office Pro 8600	\$23.05
	HEW-CN048AN140	Yellow Toner Cartridge	Office Pro 8600	\$23.05
12A	HEW-Q2612A	Black Toner Cartridge	HP Laser Jet 1012	\$48.00
	HEW-Q5949X	Black Toner	HP 1320NM	\$126.00
	HEW-Q6470A	Black toner	HP 3600DN	\$110.00
	HEW-Q6471A	Yellow Toner	HP3600DN	\$110.00
	HEW-Q6472A	Cyan Toner	HP 3600DN	\$110.00
	HEW-Q6473A	Magenta Toner	HP 3600DN	\$110.00

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

At a regular meeting of the Barnstable County Board of Regional Commissioners, in the Commissioners' Conference Room, in the Superior Courthouse, on the eighteenth day of December, A.D. 2019, motion by Commissioner Beaty to authorize the award of contracts to, and execution of contracts with, Barbarian USA Inc.; Printing Supplies USA, LLC; Supplies Outlet; and The Tree House, Inc., for the supply and delivery of toners, for a period from December 18, 2019 through June 30, 2020, with an option to renew for one (1) additional year, as presented, 2nd by Commissioner Bergstrom, approved 2-0-0

Ronald Bergstrom, Chair: Y

Mary Pat Flynn, Vice-Chair: Absent

Ronald R. Beaty, Commissioner: Y

A true copy, Attest, December 18, 2019

 *Janice O'Connell*  
Barnstable County Regional Clerk

# AGENDA ITEM 8g

Authorizing the execution of an amendment to a contract with Foth Infrastructure & Environment, LLC, executed May 28, 2019, in the amount of \$49,880.00, to provide consultant support services for the County Dredge, for a period from May 28, 2019 through November 28, 2019, to: 1) perform additional dredge services; 2) increase the contract payment by \$12,680, and 3) extend the time of performance through May 28, 2020



AGREEMENT FOR SERVICES
ADDENDUM No. 1

Project Title: Barnstable County Dredge Program Services

FOTH Project Number: 19B017.00

CLIENT Project Number: N/A
(If applicable)

This Addendum (in addition to and subject to the conditions contained in the Agreement for Services dated May 28, 2019), (hereinafter "Addendum"), is made and entered into this 13th day of December 2019, by and between FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC, 15 Creek Road, Marion, MA 02738, (hereinafter "Consultant") and Commissioners of Barnstable County, (hereinafter "Client"), for the services described under the Scope of Services (the "Services").

CLIENT: Barnstable County Dredge Program (ATTN: Jack Yunits, County Administrator)

Address: 3295 Main Street Barnstable, MA 02630

Phone No: 508-375-6771 Fax No:

Scope of Services: Client hereby agrees to retain Consultant to perform the following Services:

Hydrographic surveys and technical support services; See Attached Proposal dated 12/13/2019.

Schedule: Services shall be performed according to the following schedule:

Commence immediately upon authorization.

Compensation: In consideration of these Services, the Client agrees to pay Consultant compensation as follows:

[X] Lump-Sum in the amount of \$12,680

[ ] Unit Cost/Time Charges (Standard Rates) with a total amount not-to-exceed

[ ] Other as stated here:

Special Conditions (if any):

Six (6) month Contract Extension Requested to May 28, 2020.

Entire Agreement: This Addendum, along with other approved Addendums, together with and subject to the Agreement for Services referenced above, constitutes the entire understanding between the parties with respect to the subject matter hereof. This Addendum may be modified by subsequent written addenda mutually agreeable by both parties.

IN WITNESS WHEREOF, this Agreement is accepted on the date last written below, subject to the terms and conditions above stated and the provisions set forth herein.

CLIENT

FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC

Signed: [Signature]

Signed: [Signature]

Name (printed): Ronald Bergstrom

Name (printed): Christine M. Player

Title: Chair, Board of Regional Commissioners

Title: Senior Client Team Leader

Date:

Date: 12/13/2019

Signed:

Signed: [Signature]

Name (printed): Mary Pat Flynn

Name (printed): Wendy Rocha

Title: Vice Chair, Board of Regional Commissioners

Title: Senior Client Team Leader

Date:

Date: 12/13/2019

Signed: [Signature]

Name (printed): Ronald R. Beaty

Title: Commissioner, Board of Regional Commissioners

Date:



15 Creek Road • Marion, MA 02738  
(508) 748-0937 • (800) 668-3220 • Fax: (508) 748-1363  
www.foth.com

**CONTRACT ADDENDUM FOR ADDITIONAL SERVICES  
BARNSTABLE COUNTY DREDGE SERVICES  
BARNSTABLE COUNTY, MA**

**ADDENDUM NO.**                    **1**

**SERVICES PROVIDED:**    **Hydrographic Surveys & Technical Support**

**DATE:**                                **12/13/2019**

Foth Infrastructure & Environment, LLC (FOTH) is pleased to submit **Contract Addendum #1** for performing additional services for the Barnstable County Dredging Program. The additional services performed under the addendum herein will include performing hydrographic surveys of project sites that will be dredged during the 2019-2020 season and providing technical support to the dredge crews. A detailed scope of work for these services and associated fees are provided below.

**ADDITIONAL SCOPE OF SERVICES:**

**TASK A: Hydrographic Surveys**

Pre- and post-dredge hydrographic surveys will be conducted to collect the data necessary to determine the actual dredge quantities removed by the County Dredge for payment purposes. Services will including the following:

- ***Pre-survey Set-up:*** Prior to conducting field survey at any site, survey line files and templates will be set up in *Hypack*® using line files provided by the County (if available) or based upon limits shown in permit plans that presently authorize dredging activities. The data files created will be suitable for programming directly into *DredgePack*® to ensure that the dredge crew is operating within established limits and required depth(s). These data files will also be used for conducting post-dredge surveys.
- ***Data Acquisition & Processing:*** Pre- and Post-dredge survey data will be collected using 200 kHz single-beam methods. Soundings will be collected using a maximum line spacing of 50 feet. Survey lines and will be run perpendicular to centerline of channel/basin limits. Soundings will also be collected at intermittent crosslines for QA/QC purposes. All data collected will be processed in accordance with standards established by the US Army Corps of Engineers for “Special Order” Hydrographic Survey as specified in Appendix B of the Hydrographic Surveys Manual EM-1110-2-1003 (most recent edition).
- ***Base Plan/Mapping:*** Pre- and post-dredge base plans will be created that shows sounding data, authorized channel/basin limits, areas requiring dredging and relevant field notes, including but not limited to, horizontal and vertical control, datums, etc.

- **Pre- and Post-Dredge Volume Computation:** Dredge volumes will be computed utilizing the TIN (Triangulated Irregular Network) method. Pre- and Post-dredge volumes (in cubic yards) will be calculated to the authorized navigation/berthing depth(s) plus an additional 1-foot allowable overdredge and assuming 3H:1V sideslopes. Actual payment quantities will be determined based upon the difference calculated between the pre- and post-dredge survey data collected.

The **Table 1** below presents a summary of the project sites to be surveyed and the associated fees. Each survey event will require a 2-man field crew and is based upon a 10-hour day which includes travel to/from the project site and the launching/removal of the survey vessel.

<b>TABLE 1: HYDROGRAPHIC SURVEY SITES &amp; FEES</b>			
<b>TOWN</b>	<b>DREDGE SITE</b>	<b>DESCRIPTION OF WORK</b>	<b>FEE</b>
Barnstable	Cotuit Cut (Phase 2)	Pre-dredge Survey & volumes	\$ 4,500.00
		Post-dredge Survey & Volumes	\$ 3,950.00
Chatham	Stage Harbor Entrance Channel	Pre-dredge Survey & volumes	\$ 4,500.00
Chatham	Aunt Lydia's Cove	Pre-dredge Survey & volumes	\$ 4,500.00
Falmouth	Inner Harbor Inlet & Embayment	Pre-dredge Survey & volumes	\$ 4,500.00
Falmouth	Eel River	Pre-dredge Survey & volumes	\$ 4,500.00
TOTAL FEE (5 sites)			\$26,450.00
Less Re-appropriation of Funds Avail. Under Phase 3 ( <i>Countywide Database Development</i> ) of Foth Contract for Hydrographic Surveys			(-\$18,270.00)
<b>TOTAL LUMP SUM FEE (Balance Due) for Hydrographic Surveys</b>			<b>\$ 8,180.00</b>

**TASK B: Technical Support Services**

FOTH will provide the following technical support services to the dredge crew:

- ✓ Provide data to support pre-dredge surveys;
- ✓ Assist with dredge positioning set-up and field tests to confirm systems are working properly in the field;
- ✓ Provide assistance and guidance to the dredge crew in addressing equipment issues; and

- ✓ Provide up to 2-days of on-site training/coordination and preparation/delivery of electronic files compatible for use in dredge system software (*Hypack*).

**TOTAL LUMP SUM FEE: \$4,500.00**

**FEES:**

The **Table 2** below presents a summary of the fees anticipated for the scope of services described above. Work performed under Addendum #1 will be based upon total lump sum (not-to-exceed) fee basis.

TABLE 2: FEE SCHEDULE	
TASK	FEE
A: Hydrographic Survey	\$ 8,180.00
B: Preliminary Design	\$ 4,500.00
<b>TOTAL FEE Addendum #1 (Lump Sum)</b>	<b>\$12,680.00</b>

**STATEMENT OF CONDITIONS & EXCEPTIONS:**

1. The pricing presented in the addendum herein for additional services performed under Task A includes a one (1) time 25% discount of Foth hourly rates and excludes standard equipment fees. This discount is being provided with the understanding that future survey opportunities will be required by the County and that those will be performed in accordance with Foth's standard pricing.
2. The fees include mileage at the 2019 IRS mileage rate of \$0.58/mile.
3. FOTH has made no provisions for any additional surveys, meetings and/or other project related services beyond those stated above for each task. Any and all work related to additional services shall be deemed extra work.

**TERMS & CONDITIONS:**

All services to be performed under **Addendum #1** will proceed upon written authorization to do so by the County.

Sincerely,  
**Foth Infrastructure & Environment, LLC**

*Christine M. Player*

Christine M. Player  
Senior Client Team Leader

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

At a regular meeting of the Barnstable County Board of Regional Commissioners, in the Commissioners' Conference Room, in the Superior Courthouse, on the eighteenth day of December, A.D. 2019, motion by Commissioner Beaty to authorize the execution of an amendment to a contract with Foth Infrastructure & Environment, LLC, executed May 28, 2019, in the amount of \$49,880.00, to provide consultant support services for the County Dredge, for a period from May 28, 2019 through November 28, 2019, to: 1) perform additional dredge services; 2) increase the contract payment by \$12,680, and 3) extend the time of performance through May 28, 2020, as presented, 2nd by Commissioner Bergstrom, approved 2-0-0

Ronald Bergstrom, Chair: Y

Mary Pat Flynn, Vice-Chair: Absent

Ronald R. Beaty, Commissioner: Y

A true copy, Attest, December 18, 2019

  
*Janice O'Connell*  
Barnstable County Regional Clerk



# Letter of Transmittal

To: Mr. Jack Yunits, County Administrator  
 Barnstable County  
 P.O. Box 427 3195 Main St.  
 Superior Court House  
 Barnstable, MA 02630

Foth Infrastructure & Environment, LLC  
 15 Creek Road • Marion, MA 02738  
 (508) 748-0937 • (800) 668-3220  
 Fax: (508) 748-1363  
 www.foth.com

Date: 05/16/2019	Project:
File Classification:	Phase/Task: /
RE: CONTRACT AGREEMENT Consultant Support Services for County Dredge Program	

**We are sending you:**

- Attached
- Under separate cover via \_\_\_\_\_ the following items:
  - Shop drawings
  - Prints
  - Plans
  - Samples
  - Specifications
  - Copy of letter
  - Change order
  - \_\_\_\_\_

COPIES	DATE	NO.	DESCRIPTION
3	05/16/2019		Contract Agreement – Original Signatures

**These are transmitted as checked below:**

- For your information
- No exceptions taken
- Resubmit \_\_\_\_\_ copies
- For your use
- Make corrections noted
- Submit \_\_\_\_\_ copies for distribution
- As requested
- Rejected (see remarks)
- Return \_\_\_\_\_ corrected copies
- For bids due \_\_\_\_\_ 20
- For review and comment
- Prints returned after loan to us
- Other \_\_\_\_\_

**Remarks:**

*Christine . Player @ Foth.com*

Copy to: File  
 Office Location: Marion, MA

Signed: Christine M. Player  
 Print name: Christine M. Player

*If enclosures are not as noted, kindly notify us at once.*

AGREEMENT BETWEEN

Barnstable County 3295 Main Street  
Barnstable, MA 02630

and

~~Foth Cleengineering~~ Foth Infrastructure & Environment, LLC  
15 Creek Road  
Marion, MA 02738

THIS AGREEMENT is made this 28 day of July 2019 by and between Foth ~~Cleengineering~~ Infrastructure & Environment, LLC (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 a Request for Proposals for a consultant to assist the County Dredge Department.

WHEREAS: The bids were bid in compliance with MA General Law Chapter 30B.

WHEREAS: The contractor is the responsive, responsible bidder offering the most advantageous proposal.

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

1. Employment of Contractor. The Vendor hereby agrees to perform the services hereinafter set forth in the Scope of Services. Contractor hereby agrees to hold the County harmless from any claims regarding worker's compensation benefits, unemployment compensation benefits, retirement benefits, or any other benefit normally attributable to the status of "employee" and Contractor specifically agrees to pay for all damages incurred by the County or Town, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.
2. Scope of Services. The Vendor shall provide consultation with the County Dredge Department as outlined in the Scope of Services attached to this contract as Appendix A.
3. Time of Performance. Six (6) months from date of execution of the contract, with the option to renew for two additional one-year periods.
4. Payment — \$49,880.00 for the initial six-month term. Pricing for additional contract renewals will be based on the rate schedule submitted in their price proposal and attached to this contract as Appendix A.
5. Termination or Suspension of Contract for Cause. If through any sufficient cause, the ~~Customer-Contractor~~ or the County shall fail to fulfill or perform its duties and obligations under this Contract, or if either party shall violate or breach any of the provisions of this Contract, either party shall thereupon have the right to terminate or suspend this Contract, by giving written notice to the other party of such termination or suspension and specifying the effective date thereof. Such notice shall be given at least fifteen (15) calendar days before such effective date.



6. Termination for Convenience of County. The County shall have the right to discontinue the work of the Contractor and cancel this contract by written notice to the Contractor of such termination and specifying the effective date of such termination. In the event of such termination or suspension of this Contract, the Contractor shall be entitled to just and equitable compensation for satisfactory work completed, for services performed and for reimbursable expenses necessarily incurred in the performance of this Contract up to and including the date of termination or suspension.

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

8. Non-Discrimination in Employment and Affirmative Action. The Customer-Contractor 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-Contractor 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 County pursuant to this Contract shall be subcontracted or delegated in whole or in part to any other organization, association, individual, corporation, partnership or other such entity without the prior written approval of the Towns. No subcontract or delegation shall relieve or discharge the Customer-Contractor from any obligation or liability under this Contract except as specifically set forth in the instrument of approval. If this Contract is funded in whole or in part with federal funds, Contractor further agrees to comply with the provisions of the Office of Management and Budget Circular A-110, as amended, with respect to taking affirmative steps to utilize the services of small and minority firms, women's business enterprises and labor surplus area firms. All subcontracts shall be in writing and shall contain provisions which are functionally identical to, and consistent with, the provisions of this Contract. The County shall have the right to obtain a copy of the subcontract upon request.

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

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

12. Assignability. The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the 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

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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. County acknowledges that such documents are not intended or represented to be suitable for use on the project unless completed by Contractor, or for use or reuse by County or others on extensions of the project, on any other project, or for any other use or purpose, without written verification or adaptation by Contractor. Any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Contractor, as appropriate for the specific purpose intended, will be at County's sole risk and without liability or legal exposure to Contractor or to its officers, directors, members, partners, agents, employees, and consultants.

TCW  
JY

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 for Contractor's negligent actions in performing the Scope of Services described in the attached "Appendix A".

*TCW*  
*JS*

23. Vendors shall submit invoices within 60 days of completing the work.

IN WITNESS WHEREOF, the County and Contractor have executed this Agreement this day of May in the year two thousand and Nineteen. 28

**FOR THE COUNTY:**

BARNSTABLE COUNTY COMMISSIONERS:

\_\_\_\_\_  
Ronald Beaty

\_\_\_\_\_  
Mary Pat Flynn

\_\_\_\_\_  
Ronald Bergstrom

\_\_\_\_\_  
Date

*by Jack Young  
Administrator*

**FOR THE CONTRACTOR:**

*Terry Nelson*  
\_\_\_\_\_  
Terry Nelson

*Carrie Voskuil*  
\_\_\_\_\_  
Carrie Voskuil

*5/16/19*  
\_\_\_\_\_  
Date

## **REQUEST FOR PROPOSALS (RFP) FOR ASSISTANCE WITH COUNTY DREDGE PROGRAM**

**SUBMISSION DEADLINE FOR TECHNICAL AND COST PROPOSALS:  
11:00 A.M. – APRIL 4, 2019**

### **INTRODUCTION**

Barnstable County, Massachusetts, on behalf of the County Dredge Program is seeking a qualified consultant to assist the County Dredge Department in coordinating planning within the Department, assist in preparing the Dredge schedule and provide oversight and guidance for the County and all 15 towns that the County services in developing a strategy for local and regional comprehensive dredge permitting.

### **Background:**

Barnstable County currently serves all 15 Towns in Barnstable County and Martha's Vineyard providing communities that are permitted with dredge work as requested. The County employs a dredge team including three licensed captains and a business manager. The County owns two dredges (sand) and is finalizing plans to order a third. The County has begun preliminary discussions concerning Wellfleet Harbor and how it may assist the Town, what equipment it will need to acquire as well as the prospective savings to the Town and the Commonwealth secondary to the County's involvement.

The County is committed to Mass. Housing and Economic Development (HED) to prioritizing Mass Works grants.

The County has an initial budget of \$50,000. to initiate this program. If successful, the program will be continued on an annual basis.

### **SCOPE OF SERVICES**

The awarded consultant will be expected to complete the following tasks:

1. To evaluate regional challenges in dredge permitting and planning with the goal of reducing strategic challenges and minimizing costs by eliminating duplicity in the planning process for contiguous Towns, create a strategy for creating multi-jurisdictional comprehensive permit applications, strategize on maximizing efficiencies in regional dredge permitting and scheduling.
2. Work locally with the Towns in preparing and processing Mass Works Grant Applications.
3. Monitor application review process on a consulting basis for each community that engages the consultant, responding to all requests for clarification made by the Department of Environmental Protection (DEP) and Army Corps of Engineers (ACOE) to expedite permitting.

4. Compile a dredging database for all Cape Towns
5. Assist the dredge program staff to develop next season's dredge schedule based upon MA HED funded priority projects, geographic locations, Time of Year (TOY) restrictions, boaster/non-boaster requirements, etc.
6. Coordinate and facilitate any TOY waiver requests on behalf of the individual towns and dredge program.

**MINIMUM REQUIREMENTS:**

1. Vendor must have at least 10 years' experience in dredge permitting
2. Experience managing dredge projects
3. Experience working with local, state and federal agencies on all aspects of dredge related issues.
4. Demonstrated experience and knowledge of TOY restrictions, and TOY waiver request process.
5. Experience and knowledge of all aspects of sediment sampling and analysis, and experience developing sediment sampling plans for DEP and ACOE.
6. Vendor must provide at least three references for projects performed in the past three years that are of similar size and scope.
7. Experience working with MA Department of HED and familiarity with Mass Works grants.
8. Experience with database development
9. Proof of insurance

**CONTRACT TERMS AND CONDITIONS**

If awarded the contract, the proposer will be expected to execute a contract substantially the same as Attachment A. This contract will incorporate by reference the approved scope of services submitted by the selected proposer.

**CONTRACT EXPIRATION DATE AND CONDITIONS FOR EXTENSIONS**

The consultant contract resulting from this RFP shall expire six months from the date of execution of the contract. Barnstable County may choose to extend this contract for two additional one-year periods; however, this extension option shall be exercised at the sole discretion of the Barnstable County Commissioners and shall not be subject to the agreement or acceptance of the contractor, pursuant to Chapter 30B, Section 12. Exercise of this option shall be based on a determination that it is more advantageous to extend the contract than to undertake a new procurement.

**NOTICE OF CONTRACT CANCELLATION IF FUNDS NOT AVAILABLE**

The contract resulting from this RFP shall be canceled if funds are not appropriated or otherwise made available to support extension of this agreement after the first year.

**INSURANCE REQUIREMENTS:**

Prior to the commencement this Contract, the Professional Services Contractor (herein referred to as "Contractor") shall procure and maintain during the life of the Contract and beyond as required, the types and limits of insurance as outlined below:

- a. All insurance required of the Contractor will be maintained with companies assigned a letter rating in the "A- VIII" category from A.M. Best or which are otherwise acceptable to the County of Barnstable, and which are lawfully authorized to do business in the Commonwealth of Massachusetts.
- b. Each policy (except workers' compensation and professional liability) shall include County of Barnstable, and all other applicable political subdivisions/entities as their interests may appear in the awarded scope of work (herein after referred to as "all other political subdivisions"), its officers and employees as Additional Insureds or loss payees as their interests may appear. Each policy shall indicate that the coverage is primary and non-contributory.
- c. Each policy shall contain a waiver of subrogation in favor of County of Barnstable, and "all other political subdivisions," its officers and employees.
- d. No policy must be allowed to expire, be cancelled or materially modified without thirty (30) days' prior written notice to the Chief Procurement Officer, County of Barnstable.

**Liability Insurance**

The Contractor shall be fully responsible for ~~all claims~~ legal liabilities for damages for bodily injury, including wrongful death, and ~~all claims~~ legal liabilities for property damage, which may result from the negligent performance of this Contract by the Contractor, any subcontractor, or any of their respective agents or employees. The Contractor's liability shall not be limited to the extent of the insurance required herein. The Contractor shall take out and maintain in force during the life of this Contract the following types of insurance and, as it pertains to all required insurances listed below except Professional Liability insurance, to protect County of Barnstable, and "all other political subdivisions", its agents, and employees, the Contractor, and any subcontractor performing work covered by this Contract from claims ~~which may arise from to the extent caused by Contractors negligent performance of services operations~~ by himself or by a subcontractor or by anyone directly or indirectly employed by either of them.

- a. **Commercial General Liability Insurance:** to cover legal liabilities ~~all claims~~ for damages for bodily injury including accidental death, as well as legal liabilities ~~claims~~ for property damage which may arise out of operations performed in connection with the Contract. The policy shall provide a combined single limit for bodily injury and property damage of one million dollars (1,000,000) per occurrence, and two million dollars (\$2,000,000) aggregate. Personal and Advertising Injury coverage shall be provided at a limit of (\$1,000,000). Products and completed operations coverage should be provided at a limit of two million dollars (\$2,000,000) aggregate.

County of Barnstable, and "all other political subdivisions", shall be named as an additional insured on all public liability and property damage insurance policies. The policy shall include a waiver of subrogation in favor of the County of Barnstable, and "all other political subdivisions." ~~No insurance policy obtained pursuant to this section shall contain a deductible or self-insured~~ Contractor shall remain responsible for the payment of any deductible associated with any insurance claim paid.

- b. **Automobile Liability:** to cover the liability of the Contractor arising from operations on and off the site of all motor vehicles whether they are owned, non-owned or hired. The policy

shall be on an occurrence form with a combined single limit for bodily injury and property damage liability of at least one million dollars (\$1,000,000).

- c. **Umbrella Liability:** to protect the Contractor against all claims excess of the commercial general liability and automobile liability mentioned above and employer's liability coverage mentioned in the paragraph below. The coverage provided by the umbrella policy shall be at least as broad as the underlying policies. The limit of protection provided by the policy shall be a minimum of one million dollars (\$1,000,000) or such other amount if required by the County of Barnstable and indicated via addendum to this Contract.

**Workers' Compensation and Employer's Liability Insurance**

Before commencing performance of this contract, the Contractor shall provide insurance for the payment of compensation and the furnishing of other benefits under the Massachusetts General Laws Chapter 152 (the so-called Workers Compensation Law) to all persons to be employed under this contract, the workers' compensation laws of any other state if there are any persons employed outside of Massachusetts, and any requirement for compensation required under any Federal Act for any maritime employee, longshoreman or harbor workers, and shall continue such insurance in full force and effect during the term of this contract. The contract shall, without limiting the generality of the foregoing, conform to the provisions of the General Laws Chapter 149 S34(a), which section is incorporated herein by reference and made a part hereof.

The Contractor shall provide employer's liability insurance in an amount not less than \$500,000 for each accident or disease for each employee.

**Professional Liability Insurance:**

The Contractor shall provide insurance to protect the Contractor against all claims arising from negligent acts, errors or omissions related to the scope of professional services to be rendered under this contract. The policy shall have a limit of one million dollars (\$1,000,000) per claim or such other amount if required by the County of Barnstable and indicated via addendum to this Contract. If the policy is claims-made, it shall include a retroactive date no later than the effective date of this contract and an extended reporting period remain in force for at least six years beyond the end of the contract.

**Valuable Papers and Records and/or EDP Media Insurance**

The Contractor shall provide insurance to cover the restoration of plans, drawings, computations, field notes, digital data and other data pertinent to this contract in the event of destruction by any covered perils. The limits of insurance shall be five hundred thousand dollars (\$500,000). This provision shall in no way relieve the Contractor of his obligation to complete the work covered by the Contract.

**Additional types of Insurance**

The Contractor shall provide such other types of insurance as may be required by County of Barnstable and indicated via addendum to this insurance requirement.

**Proof of Insurance**

No work shall be commenced on the site by the Contractor or any subcontractor until copies of the policy or certificates of the types of insurance required hereby have been furnished to the Chief Procurement Officer, in a form satisfactory to her. If the Contractor provides a Certificate of Liability Insurance, it must indicate each policy number, insurance company, policy effective and expiration date, and limits of insurance. The certificate must make specific reference to the Contract number. It must also provide proof that the policy(ies) has been properly endorsed to

add the County of Barnstable, and “all other political subdivisions” as an additional insured and to add a waiver of subrogation in favor of the County of Barnstable, and “all other political subdivisions,” and to provide the County of Barnstable with at least thirty (30) days’ notice of any cancellation, termination or material modification. The certificate must be signed by a duly authorized representative of the issuing insurance companies.

In addition, renewal certificates must be received by the County of Barnstable thirty (30) days prior to any policy expiration. Further, policies must not be allowed to expire or be canceled without thirty (30) days prior written notice to the Chief Procurement Officer, County of Barnstable.

The Contractor is responsible to make sure its sub-contractors, at all tiers, carry adequate insurance coverage and shall maintain current certificates for their sub-contractors on file at all times. Further, contractor shall provide copies to the County of Barnstable upon request.

**Effect of Failure to Continue Insurance in Force**

Failure to provide and continue in force insurance required by this contract shall be deemed a material breach of this contract and shall operate as an immediate termination thereof.

**SUBMISSION REQUIREMENTS**

Consistent with the requirements of state procurement regulations under M.G.L. Chapter 30B, proposers must submit one technical (i.e., non-price) proposal and a separate price proposal which indicates the cost to perform the scope of services.

**1. Technical Proposal Content Requirements**

Under separate sealed cover, clearly marked “ATTENTION: Dredge Consultant - Technical Proposal” on the envelope, the proposer shall submit the following (each item should be identified with a subject heading):

a. **Cover Letter**: A letter signed by the consultant or officer/principal of the firm that binds the consultant/firm to all comments made in the proposal is required. Also include in the cover letter the primary contact person for the proposal.

b. **Qualifications and Experience**: A description of the history, experience, and qualifications of the consultant/firm to perform the Scope of Services. Provide the following:

- History, size, and structure of the firm(s).
- Name(s) of the principal(s) in the firm(s).
- Identification of the Principal in Charge, the Project Manager, and the roles of other key personnel. Include relevant project experience and copies of resumes of all personnel assigned to this project.
- Describe other similar projects the firm has undertaken with contact information. Make specific reference to any experience and qualifications related to municipal dredge permitting, dredge management, knowledge of federal and state grant funding related to dredge work, familiarity with local dredge needs and requirements and federal state time of year exclusions.
- List of contracts/engagements under contract.

- Contact information for references from similar projects.

c. **Approach to Scope of Services:** A detailed description of the approach to the Scope of Services is required. Key issues to address are the following:

- Approach to effectively assisting in permit administration and dredge scheduling for all towns on Cape Cod
- Innovative ideas for coordinating the dredge management work with the county and towns and provide rationale and evidence of the effectiveness of the proposed approach.
- Experience navigating Federal and State grant application submissions and knowledge of the Mass Works program
- Preparation of a database of operations for use by all towns. Proposer is to work with the County staff to ensure that the database tool works efficiently with other resources.
- Any additional recommendations not identified in the scope of services.

d. **Plan of Services/Timeline:** A Plan of Services must include the elements to be performed by the consultant/firm, the number of hours and other resources required to and the expected time to complete each step.

e. **Database of dredge operations:** Proposer is to recommend elements to be included in a database of operations, including a list of permitting agencies. Proposer must be able to work collaboratively with County staff to ensure that the database tool works efficiently with other resources.

f. **References:** Provide at least three references including the contact name, address, and telephone number from projects performed in the past three years that are of similar size and scope as the project described here.

g. **Good Faith Statement/Tax Compliance Statement:** A certified statement by the authorized representative of the proposer that the technical and cost proposals are made in good faith, without collusion or fraud and that proposer is in compliance with state tax laws (Attachment B).

## **2. Cost Proposal Requirement**

Under separate sealed cover, clearly marked "Dredge Consultant – Price Proposal." the Proposer should submit a price proposal clearly identifying and detailing all tasks to be performed and the basis for fees charged, billing rates for personnel to be assigned to the project, direct cost expenses, and any other costs necessary. Price proposals that do not provide this information will be rejected. Proposers should provide either a fixed fee or a maximum, not to exceed fee for the first six-month period.

## **3. Certifications and Signatures**

When a signature is required in execution of a certification or in any other instance, it must be the handwritten signature of the individual authorized to execute the contract, and, if

applicable, the corporate seal must be affixed. Proposals "signed" in a way other than described here will be considered non-responsive.

**4. Interpretation of Request for Proposals**

No oral interpretations will be made to any proposer as to the meaning of any requirements specified within this Request for Proposals. Every request for such interpretation shall be made in writing and addressed to the attention of:

**Elaine Davis, Chief Procurement Officer  
Barnstable County  
P.O. Box 427  
Barnstable, MA 02630  
Or e-mail: edavis@barnstablecounty.org**

**No such request shall be accepted after 4 p.m., March 28, 2019.**

**5. Deadline for Submission**

Complete submittal of the separate Technical and Cost proposals shall be received by the County by **no later than 11 a.m., April 4, 2019.**

**Unforeseen Office Closure**

If, at the time of the scheduled bid opening, Superior Courthouse is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the bid opening will be postponed until 2:00 p.m. on the next normal business day. Bids will be accepted until that date and time.

**6. Address for Proposal Submission/Number of Copies**

Proposers shall include one original and three copies of each proposal to:

**Chief Procurement Officer  
Office of the County Commissioners, Superior Courthouse  
3195 Main Street  
P.O. Box 427  
Barnstable, MA 02630**

**7. Proposal Corrections, Modifications, and Withdrawals**

Prior to the date of the receipt of technical proposals, proposers may correct, modify, or withdraw their proposal. Any correction or modification must be submitted in writing in sealed envelopes, clearly marked to indicate whether it is the technical or cost proposal being changed and including the same number of copies as the original submission. Requests for withdrawals must also be in writing. All proposals and cost amounts will be considered firm and may not be withdrawn for a period of sixty (60) days from the date of the technical proposal opening unless stated otherwise.

**8. Receipt of Proposals**

Proposals marked "ATTENTION: Dredge Consultant - Technical Proposal" on the envelope shall be received by **11 a.m. April 4, 2019**. Proposals marked "ATTENTION: Dredge Consultant - Cost Proposal" on the envelope shall be reviewed subsequent to the evaluation of all technical proposals. The Barnstable County Commissioners assume no responsibility for proposals mistakenly opened because of improperly labeled envelopes. Such proposals and cost amounts will be returned to the proposer.

**PROPOSAL EVALUATION PROCESS**

**1. Deadline for County Acceptance of a Proposal**

The maximum time for proposal acceptance by the County is sixty days from the opening of the proposals.

**2. Screening Proposals for Compliance with Submission Requirements and Minimum Evaluation Criteria**

Utilizing the proposal submission requirements and the minimum criteria incorporated herein, the Evaluation Committee, to be designated by the Chief Procurement Officer, shall screen proposals as to their responsiveness, and identify those which are responsive. Any proposal which, in the opinion of the Evaluation Committee, fails to include the information or documentation specified in the submission requirements shall be determined to be non-responsive and shall be rejected. Any proposer who fails to meet any of the standards set forth as minimum criteria shall be determined to be non-responsible and shall be eliminated from the competition.

**3. Interviews**

The County reserves the right to interview finalists.

**4. Minor Informalities**

The Evaluation Committee shall waive minor informalities as defined by Chapter 30B or allow the proposer to correct them.

**5. Use of the Comparative Evaluation Criteria**

The remaining proposals shall be evaluated using the comparative evaluation criteria incorporated herein. Each proposal shall be assigned: a.) a separate rating for each comparative evaluation criterion; and b.) a composite rating. Proposal ratings and accompanying written explanations shall be forwarded to the Chief Procurement Officer.

**6. Rule for Award**

Taking into consideration price and the evaluations of the Evaluation Committee, the Chief Procurement Officer shall determine the most advantageous proposal. Award of the contract is subject to the approval of the Barnstable County Commissioners.

## **SELECTION CRITERIA**

The final selection of the consultant/firm shall be based on the following sets of criteria:

### **1. Minimum Evaluation Criteria**

In order to be reviewed, the proposal must be substantially complete, meet the qualifications requirements listed below, and contain all the required forms.

#### **Qualifications:**

- Vendor must have at least 10 years' experience in dredge permitting in New England
- Experience managing dredge projects
- Experience working with local, state and federal agencies on all aspects of dredge related issues.
- Vendor must provide at least three references for projects performed in the past three years that are of similar size and scope.
- Experience working with MA Department of HED and familiarity with Mass Works grants.
- Proof of insurance
- Good Faith Statement/Tax Compliance Statement: A certified statement by the authorized representative of the proposer that the technical and cost proposals are made in good faith, without collusion or fraud and that proposer is in compliance with state tax laws (Attachment B).

### **2. Comparative Criteria**

#### **a. Managerial Experience with Dredge Programs:**

Highly Advantageous: Proposer has over 12 years' or more experience successfully managing dredge programs

Advantageous: Proposer has 10 years' experience successfully managing dredge programs.

Not Advantageous: Proposer has fewer than 10 years' experience managing dredge programs.

#### **b. Municipal Dredge Permitting Experience:**

Highly Advantageous: Proposer shows substantial experience with dredge permitting in Massachusetts and has been successful in coordinating Federal and State agencies in the permitting process

Advantageous: Proposer has some experience with dredge permitting and is familiar with coordination of Federal and State agencies in the permitting process.

**Not Advantageous:** Proposer does not show experience with dredge permitting and/or coordination of Federal and State agencies in the permitting process

**c. History of Success with Federal/State grants**

**Highly Advantageous:** Proposer has strong history of success working with federal/state grants especially the Mass Works program through OEHD

**Advantageous:** Proposer has experience working with federal/state grants and is familiar with Mass Works program through OEHD.

**Not Advantageous:** Proposer shows no significant experience working with federal/state grants and is familiar with Mass Works program through OEHD.

**d. Database approach**

**Highly Advantageous** – proposer thoroughly describes the work effort needed to gather needed information, identifies data to be gathered, and approach and database software and has demonstrated experience with similar work

**Advantageous** – proposer describes their approach to the development of a Dredge Database in sufficient detail for the evaluator to understand the data to be gathered and work approach

**Not Advantageous** – The proposer does not clearly articulate their approach to developing the dredge database or does not have any demonstrated experience with this type of work

**ATTACHMENT A – SAMPLE CONTRACT**

**AGREEMENT BETWEEN**

Barnstable County  
3195 Main Street  
Barnstable, MA02630

and

Vendor Name  
Vendor Address

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_ 2019 by and between (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

WHEREAS:

WHEREAS:

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

1. Employment of Contractor. The Vendor hereby agrees to perform the services hereinafter set forth in the Scope of Services. Contractor hereby agrees to hold the County harmless from any claims regarding worker's compensation benefits, unemployment compensation benefits, retirement benefits, or any other benefit normally attributable to the status of "employee" and Contractor specifically agrees to pay for all damages incurred by the County or Town, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.

2. Scope of Services. The contractor shall perform the scope of services set forth in the Barnstable County Invitation for Bids dated XXXXXX and the Contractor's proposal dated XXXXXXXX incorporated herein as Appendix A.

3. Time of Performance. XXXXXX

4. Payment. The County shall compensate the Contractor for services provided XXXXXX

Upon acceptance of the Contractor's invoice, payment will be made within thirty (30) days. If an invoice is not accepted by the County within fifteen (15) days, it shall be returned to the Contractor with a written explanation for the rejection. At the end of each County fiscal year Contractor must submit any outstanding invoices for services performed or delivered during the fiscal year (July 1-June 30) to the County no later than July 31<sup>st</sup> of the year when the resources were prepared.

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

6. **Termination for Convenience of County.** The County shall have the right to discontinue the work of the Contractor and cancel this contract by written notice to the Contractor of such termination and specifying the effective date of such termination. In the event of such termination or suspension of this Contract, the Contractor shall be entitled to just and equitable compensation for satisfactory work completed, for services performed and for reimbursable expenses necessarily incurred in the performance of this Contract up to and including the date of termination or suspension.

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

8. **Non-Discrimination in Employment and Affirmative Action.** The Customer shall take affirmative action to ensure that qualified applicants and employees are treated without regard to age, race, color, religion, sex, marital status, sexual orientation, national origin, disability, or Vietnam Era Veteran status. The Customer agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including but not limited to: Title VII of the Civil Rights Act of 1964, as amended; Massachusetts General Laws Chapter 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 County pursuant to this Contract shall be subcontracted or delegated in whole or in part to any other organization, association, individual, corporation, partnership or other such entity without the prior written approval of the 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 County and Others.** No officer, member or employee of the County, and no member of its governing body of the locality or localities in which the Project is situated or being carried out who exercises any functions or responsibility in the review or approval of the undertaking or carrying out of the Project, shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly financially interested or has any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

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

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

13. **Recordkeeping, Audit, and Inspection of Records.** The Contractor shall maintain books, records, and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of seven (7) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable

retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. If this contract is funded in whole or in part with state or federal funds, the state or federal grantor agency, the County or any of its duly authorized representatives or designees, shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records and other compilations of data of the Contractor which pertain to the provisions and requirements of this Contract. Such access shall include on-site audits, review and copying of records.

14. **Findings Confidential.** Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Contract which the 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 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".

23. Vendors shall submit invoices within 60 days of completing the work.

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

**FOR THE COUNTY:**

**BARNSTABLE COUNTY COMMISSIONERS:**

\_\_\_\_\_  
Ronald Bergstrom

\_\_\_\_\_  
Mary Pat Flynn

\_\_\_\_\_  
Ron Beaty

\_\_\_\_\_  
Date

**FOR THE CONTRACTOR:**

Date

\_\_\_\_\_

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

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

**Elaine Davis**  
Chief Procurement Officer

**ADDENDUM NO. 1**

Barnstable County Purchasing Department  
PO Box 427  
Barnstable, MA 02630

DATE ISSUED: March 28, 2019

TO: All Bidders of Record

SUBJ: Barnstable County is seeking a qualified consultant to assist the County Dredge Department in coordinating planning within the Department, assist in preparing the Dredge schedule and provide oversight and guidance for the County and all 15 towns that the County services in developing a strategy for local and regional comprehensive dredge permitting.

**ADDENDUM NO. 1**

**Question from a potential bidder:**

We are reviewing the Dredge Consultant RFP and are planning on providing a response, but have a couple of questions we would appreciate some clarification on as make our response:

1. Page 4 Liability Insurance Requirements, Part (a) states that Commercial General Liability insurance policy shall not contain a deductible or self-insured retention. As far as we are aware, having a deductible on commercial general liability insurance is a standard industry practice and we maintain a deductible on our policy. Is there any flexibility on this requirement? **We will accept this.**
2. On Page 6, Part 1.b of the Submission requirements under Qualifications and Experience requests a list of contracts/engagements under contract. As we have multiple offices and a large volume of contracts. Is it ok that we provide the contracts and engagements of our local MA office where we would be staffing the project and performing the work, rather than provide a large list of projects mostly irrelevant to our local office and Barnstable County? **Yes, as long as the list includes those who will be working on this project.**



---

Elaine Davis  
Chief Procurement Officer

## ADDENDUM NO. 2

Barnstable County Purchasing Department  
PO Box 427  
Barnstable, MA 02630

DATE ISSUED: March 29, 2019  
TO: All Bidders of Record  
SUBJ: Barnstable County Request for Proposals for Dredge Consultant

### ADDENDUM NO. 2

Questions submitted by potential bidders:

Page 2 Item 3. Monitoring application review process on a consulting basis for each community that engages the consultant, responding to all requests for clarification made by the Department of Environmental Protection (DEP) and Army Corps of Engineers (ACOE) to expedite permitting. Are we correct in assuming that all necessary permits would ever be filed for and that the consultants function would not include filing for said permits, but would be merely making sure through DEP and the ACOE that permits are in order? **Yes. That is the correct assumption. The County will not be filing for Town permits unless the Towns contractually engage the County to do so something that has never happened.**

What, if any, expectation/requirement does the County have regarding the location of the Contractor's primary work location (onsite at County office or offsite at Contractor office)? **Offsite.**

Is there any expectation that the Contractor will be collaborating with stakeholders/contractors/County employees outside of the Dredge Department or Town Representatives already identified in the RFP that may affect our approach and/or labor hours dedicated to each task? **No.**

Are there any public meetings that we need to consider in our approach/pricing? **No.**

Is there any expectation of the min/max number of internal meetings at the County office in Barnstable that should be incorporated/budgeted? **No.**

Under the Scope of Services on page 2, Task 2, it indicates that we need to "Work locally with the Towns in preparing and processing Mass Works Grant Applications." By "Work locally", should we be budgeting for the meetings to take place "locally" at the County office in Barnstable or "locally" in each of 15 towns? In other words, do we need

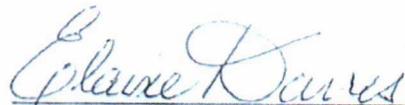
to anticipate any meetings in any location/town other than the County Office in Barnstable? If so, is there an expected number of meetings (and/or should we include that in our Assumptions)? **Only occasional meetings and all meetings will be at the County.**

Under the Scope of Services on page 2, Task 2, could you please clarify the level of effort we should anticipate in assisting each of the Towns with the application preparation and processing? **Advisory only.**

Under Task 3, the RFP indicates “each community that engages with the consultant”. Can you provide an approximate number of Towns that are anticipated to engage on the grant application process? **Very limited.**

Has the County identified any additional ranking or order of importance for upcoming/proposed projects in any specific Towns beyond what’s provided in the MA HED priority projects? **No**

Could you provide any input on the existing dredging database(s) and/or if there is a preferred platform that the County/Towns are already working with/towards? **The County has no defined database but wants to create one.**



---

Elaine Davis  
Chief Procurement Officer



# RESPONSE TO REQUEST FOR PROPOSALS Price Proposal

## CONSULTANT SUPPORT SERVICES FOR COUNTY DREDGE PROGRAM Barnstable County, MA



*Submitted To:*

**County of Barnstable  
3195 Main Street  
P.O. Box 427  
Barnstable, MA 02630**



ORIGINAL COPY

April 3, 2019



15 Creek Road • Marion, MA 02738  
(508) 748-0937 • (800) 668-3220 • Fax: (508) 748-1363  
[www.foth.com](http://www.foth.com)

April 3, 2019

Ms. Elaine Davis, Chief Procurement Officer  
3195 Main Street  
PO Box 427  
Barnstable, MA 02630  
[EDavis@Barnstablecounty.org](mailto:EDavis@Barnstablecounty.org)

**RE: PRICE PROPOSAL  
BARNSTABLE COUNTY DREDGE  
CONSULTANT SUPPORT SERVICES FOR DREDGE PROGRAM**

Dear Ms. Davis:

Foth-CLE Engineering Group (FOTH-CLE) is pleased to submit the price proposal herein for the above referenced services in accordance with the Request for Proposals (RFP) issued via electronic mail by the County of Barnstable on March 18, 2019 and subsequent Addenda No. 1 and 2 issued on March 28, 2019 and March 29, 2019, respectively. Foth-CLE certifies that the price proposal submitted herein is made in good faith, without collusion or fraud and that the firm is in compliance with state tax laws. We appreciate the opportunity to submit our proposal to the County, and if selected, we are able to commence work immediately. Should you have any questions regarding the contents of this proposal, please feel free to contact Ms. Christine Player at (508) 762-0766 or via email at [Christine.Player@Foth.com](mailto:Christine.Player@Foth.com).

Sincerely,  
**Foth Infrastructure & Environment, LLC**

A handwritten signature in black ink that reads "Christine M. Player".

Christine M. Player  
Team Leader, Ports & Harbors Division

A handwritten signature in blue ink that reads "Susan E. Nilson".

Susan E. Nilson, P.E.  
Market Leader  
Director of Ports & Harbors Division

**MAN-HOUR & COST BREAKDOWN SUMMARY  
BARNSTABLE COUNTY DREDGE PROGRAM - CONSULTING SUPPORT SERVICES**

Title/Position	Principal in Charge (S. Nilson)	Client Team Leader/PM (C. Player)	Proj. Eng./ Permit Sp. (M. Count)	Staff Engineer (J. Hill/K. Fratus)	Admin Support	DIRECT EXPENSES*	Totals Hours	Total Fee
<b>Hourly Rate</b>	\$185	\$160	\$140	\$125	\$70			
Coordinate & Attend Kick-off Meeting		6	6			\$ 150.00	12	\$1,950
Review of Documents/Coordination with Towns		10	32	60	2	\$ -	104	\$13,720
County-wide Database Development	2	24	40	80	2	\$ -	148	\$19,950
Monthly Meetings with BCDP - 2019 Schedule Development (5 total)		24				\$ 375.00	24	\$4,215
Contact/Provide Permitting & Funding Guidance to Town		8	24			\$ -	32	\$4,640
Develop Daily Report Form for BCDP			2	6		\$ -	8	\$1,030
Dredge Compact Committee (3 meetings)	8	12				\$ 225.00	20	\$3,625
<b>TASK TOTAL HOURS</b>	10	84	104	146	4	X	348	\$ 49,880.00
<b>TASK TOTAL COST</b>	\$ 1,850.00	\$ 13,440.00	\$ 14,560.00	\$ 18,250.00	\$ 280.00	\$ 750.00		

TOTAL (LUMP SUM FEE)	\$ 49,880.00
HOURS	348
FEE + EXPENSES	\$

**NOTES:**

\*Direct expenses shown are at-cost and include no mark-up by Foth-CLE.

\*\*Man-hours and costs are based upon the scope of work that is presented in detail the Technical Proposal submitted under separate cover.





15 Creek Road Marion, Massachusetts 02738  
t: 508 748 0937 800 668 3220 f: 508 748 1363

Standard Hourly Rates and Charges  
**Effective through December 31, 2019**  
Office: Marion, Massachusetts

**RATE SCHEDULE FOR BARNSTABLE COUNTY  
CONSULTANT SUPPORT SERVICES FOR DREDGE PROGRAM**

<b><u>Professional Services</u></b>	<b><u>Hourly Rates</u></b>
Director/Principle-In-Charge	\$185.00
Client Team Leader/Project Manager	\$160.00
Project Engineer	\$140.00
Staff Engineer	\$125.00
Administrative Support	\$70.00

**Hydrographic, Topographic and Geophysical Surveys:** Rates will be provided upon request.

All direct expenses, including but not limited to, travel, reproduction, mailings etc. will be billed on an at-cost basis. Mileage will be based upon the 2019 IRS rate of \$0.58/mile.

**Additional personnel, services, and equipment may be available through our other offices.  
Rates are fully negotiable depending on specific project requirements, project duration and client.  
Incidentals billed at cost or as per proposal.**

COUNTY OF BARNSTABLE  
PURCHASING  
DEPARTMENT OF FINANCE

Elaine Davis  
Chief Procurement Officer

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

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

May 1, 2019

MEMORANDUM

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

Barnstable County issued a Request for Proposals for a qualified consultant to assist the County Dredge Department in coordinating and planning within the department, assist in preparing the Dredge schedule and provide oversight and guidance for the County and all towns utilizing its services. Proposals were due on April 4, 2019 and seven (7) proposals were received. The evaluation committee consisted of Heather McElroy from the Cape Cod Commission, Jack Yunits, County Administrator, Steve Tebo, Assistant County Administrator and Steve McKenna, Coastal Zone Management.

The evaluation committee met on April 30, 2019 to review the proposals. It was determined that four of the proposals did not meet the minimum evaluation criteria. The remaining three proposals were Foth Cleengineering, Woods Hole Group and BSC Group and were evaluated based on the RFP's comparative criteria. All three rated well, with Foth having the highest rating. The committee felt that they most clearly articulated the scope of work and would best meet the needs of the project.

The price proposals were opened and were all within \$400 of each other. Although Foth Cleengineering was the highest at \$49,880, the evaluation committee determined that because they would best meet the needs of the Department, the minimal additional cost was justified.

Please vote to award the contract to Foth Cleengineering as the bidder submitting the most advantageous proposal based on both price and technical merits. The initial contract will be for six months, beginning with the execution of the contract. The County may choose to extend the contract for two additional one-year periods, solely at their own discretion.

Thank you.

County Commissioners:

\_\_\_\_\_  
Ronald R. Beaty, Jr.

  
Mary Pat Flynn

  
Ronald Bergstrom

05/08/19  
\_\_\_\_\_  
Date

Backup/Disaster Recovery to the Barnstable County Registry of Deeds, for a period from July 1, 2019 through June 30, 2020, with two (2) one-year options to renew

- j. Authorizing the award of a contract to, and execution of a contract with, FinePoint Associates LLC, to provide monitoring for Barnstable County HOME Consortium projects, for an amount not to exceed \$22,500.00 annually, for a period from July 1, 2019 through June 30, 2020, with two (2) one-year options to renew
- k. Authorizing the award of a contract to, and execution of a contract with, Foth Cleengineering, for assistance to the County Dredge Department, for an amount not to exceed \$49,880.00, for a period through November 8, 2019, with two (2) one-year options to renew
- l. Authorizing the execution of a contract with RJ Gabriel Construction Co, Inc., for Drainage and Guardrail Items, for a period from April 1, 2019 through March 31, 2020, with an option to renew for one (1) additional year
- m. Authorizing the execution of a contract with Steelco Chain Link Fence Erecting Co., Inc., for Drainage and Guardrail Items, for a period from April 1, 2019 through March 31, 2020, with an option to renew for one (1) additional year
- n. Authorizing the execution of a contract with Premier Fence LLC, for Drainage and Guardrail Items, for a period from April 1, 2019 through March 31, 2020, with an option to renew for one (1) additional year
- o. Authorizing the execution of Certificates for Dissolving Septic Betterments

Ronald Bergstrom, Chair: Y

Mary Pat Flynn, Vice-Chair: Y

Ronald R. Beaty, Commissioner: Y

A true copy, Attest, May 9, 2019

  
Janice O'Connell  
Barnstable County Regional Clerk

# AGENDA ITEM 8h

Authorizing the discharge of a mortgage by Dawn Granquist, acting by and through the Cape Cod Commission, to Barnstable County, dated November 17, 2009, and recorded with the Barnstable Registry of Deeds in Book 24173, Page 91

**DISCHARGE OF MORTGAGE**

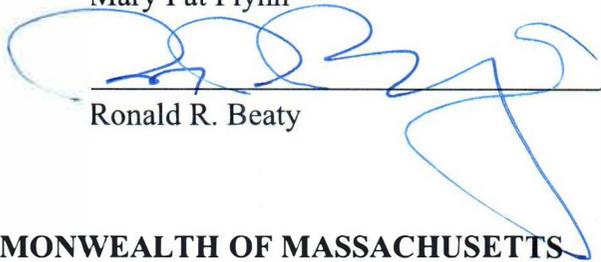
**Barnstable County**, acting by and through the Cape Cod Commission, the holder of a mortgage by **Dawn Granquist**, to

**Barnstable County**, acting by and through the Cape Cod Commission, dated November 17, 2009 recorded with the Barnstable County Registry of Deeds in Book 24173 Page 91 acknowledges satisfaction of the same.

Witness our hand and seal this 18<sup>th</sup> day of December, 2019

**BARNSTABLE COUNTY, As County Commissioners**

  
\_\_\_\_\_  
Ronald Bergstrom

\_\_\_\_\_  
Mary Pat Flynn  
  
\_\_\_\_\_  
Ronald R. Beaty

**COMMONWEALTH OF MASSACHUSETTS**

Barnstable, ss.

On this 18<sup>th</sup> day of December, 2019, before me, the undersigned notary public personally appeared Ronald Bergstrom, Mary Pat Flynn and Ronald R. Beaty, as Barnstable County Commissioners, and proved to me through satisfactory evidence of identification, which was personal knowledge, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.



  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 02/1/25

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

At a regular meeting of the Barnstable County Board of Regional Commissioners, in the Commissioners' Conference Room, in the Superior Courthouse, on the eighteenth day of December, A.D. 2019, motion by Commissioner Beaty to authorize the discharge of a mortgage by Dawn Granquist, acting by and through the Cape Cod Commission, to Barnstable County, dated November 17, 2009, and recorded with the Barnstable Registry of Deeds in Book 24173, Page 91, 2nd by Commissioner Bergstrom, approved 2-0-0

Ronald Bergstrom, Chair: Y

Mary Pat Flynn, Vice-Chair: Absent

Ronald R. Beaty, Commissioner: Y

A true copy, Attest, December 18, 2019

  
*Janice O'Connell*  
Barnstable County Regional Clerk

# AGENDA ITEM 8i

Authorizing the discharge of a mortgage by Thomas F. and Virginia M. Hooper, acting by and through the Cape Cod Commission, to Barnstable County, dated August 29, 2007, and recorded with the Barnstable County Land Court as Document Number 1072007

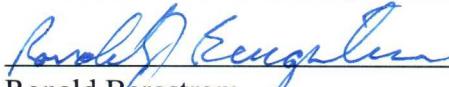
**DISCHARGE OF MORTGAGE**

**Barnstable County, acting by and through the Cape Cod Commission**, the holder of a mortgage by Thomas F. Hooper and Virginia M. Hooper, to

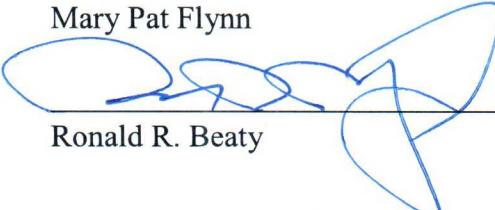
**Barnstable County, acting by and through the Cape Cod Commission**, dated August 29, 2007 recorded with the Barnstable Land Court Registry as Document #1072007 and acknowledges satisfaction of the same.

Witness our hand and seal this 18<sup>th</sup> day of December, 2019

**BARNSTABLE COUNTY, As County Commissioners**

  
\_\_\_\_\_  
Ronald Bergstrom

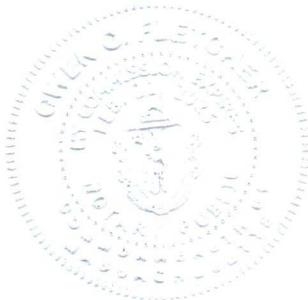
\_\_\_\_\_  
Mary Pat Flynn

  
\_\_\_\_\_  
Ronald R. Beaty

**COMMONWEALTH OF MASSACHUSETTS**

Barnstable, ss.

On this 18<sup>th</sup> day of December, 2019, before me, the undersigned notary public personally appeared Ronald Bergstrom, Mary Pat Flynn and Ronald R. Beaty, as Barnstable County Commissioners, and proved to me through satisfactory evidence of identification, which was personal knowledge, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.



O2C Full  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 02/21/25

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

At a regular meeting of the Barnstable County Board of Regional Commissioners, in the Commissioners' Conference Room, in the Superior Courthouse, on the eighteenth day of December, A.D. 2019, motion by Commissioner Beaty to authorize the discharge of a mortgage by Thomas F. and Virginia M. Hooper, acting by and through the Cape Cod Commission, to Barnstable County, dated August 29, 2007, and recorded with the Barnstable County Land Court as Document Number 1072007, 2nd by Commissioner Bergstrom, approved 2-0-0

Ronald Bergstrom, Chair: Y

Mary Pat Flynn, Vice-Chair: Absent

Ronald R. Beaty, Commissioner: Y

A true copy, Attest, December 18, 2019

  
*Janice O'Connell*  
Barnstable County Regional Clerk

# AGENDA ITEM 8j

Authorizing the discharge of a mortgage by William H. Waterhouse Jr. and Winifred E. Waterhouse, to Barnstable County, dated August 14, 1996, and recorded with the Barnstable County Registry of Deeds in Book 10397, Page 223

**DISCHARGE OF MORTGAGE**

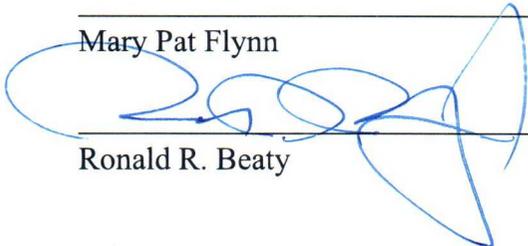
**Barnstable County**, which is organized and existing under the laws of The Commonwealth of Massachusetts, is the holder of a mortgage by **Winifred E. Waterhouse, William H. Waterhouse, Jr., and Beverly A. Waterhouse**, to **Barnstable County**, which is organized and existing under the laws of The Commonwealth of Massachusetts, dated August 14, 1996 recorded with the Barnstable County Registry of Deeds in Book 10397, Page 223, acknowledges satisfaction of the same.

Witness our hand and seal this 18<sup>th</sup> day of December, 2019

**BARNSTABLE COUNTY, As County Commissioners**

  
\_\_\_\_\_  
Ronald Bergstrom

\_\_\_\_\_  
Mary Pat Flynn

  
\_\_\_\_\_  
Ronald R. Beaty

**COMMONWEALTH OF MASSACHUSETTS**

Barnstable, ss.

On this 18<sup>th</sup> day of December, 2019, before me, the undersigned notary public personally appeared **Ronald Bergstrom, Mary Pat Flynn** and **Ronald R. Beaty**, as Barnstable County Commissioners, and proved to me through satisfactory evidence of identification, which was personal knowledge, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.



O. C. Full  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 02/21/25



**BARNSTABLE COUNTY  
DEPARTMENT OF HUMAN SERVICES**

3195 Main Street, Post Office Box 427  
Barnstable, Massachusetts 02630  
Office: 508-375-6628 | Fax: 508-362-0290  
www.bchumanservices.net

**BARNSTABLE COUNTY HOME PROGRAM**

**MEMORANDUM**

To: Jack Yunits, Jr., County Administrator / County Commissioners  
From: Renie Hamman, HOME Program Manager  
RE: Discharge of HOME Mortgage  
15 Cohasset Avenue, Buzzards Bay / Waterhouse (Winifred, William & Beverly)  
Date: December 12, 2019

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Enclosed, please find an original Discharge of Mortgage for the above-reference property respectfully requested to be properly executed by the County Commissioners.

This deferred no-interest loan was made under the Homeowner Rehab Program by the Barnstable County HOME Program back in 1996. At that time, the Homeowner Rehab Program granted funds to homeowners as a fifteen (15) year forgiveness loan. As long as the homeowner remained in the home, after fifteen years, the loan, in this case \$5,276.00, was to be forgiven. See Covenants paragraph 1. Repayment of the Mortgage, second page of attached mortgage for reference. As the fifteen years has now passed, this loan is to be forgiven and the Waterhouses have requested a discharge of the mortgage.

Thank you,  
Renie Hamman, HOME Program Manager

*Renie Hamman*

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# HOME INVESTMENTS PARTNERSHIP PROGRAM

## LIFE ESTATE MORTGAGE

William H. Jr. Waterhouse  
Beverly A. Waterhouse

THIS MORTGAGE (this "Mortgage") is made this 14 day of August, 1996 between the mortgagor, Winifred E. (herein "Borrower") whose address is 15 Cohasset Ave., Buzzards Bay, Massachusetts 02532, and the mortgagee Barnstable County, which is organized and existing under the laws of The Commonwealth of Massachusetts whose address is Superior Court House, Main Street, Barnstable, Massachusetts 02630 (the "Lender").

### Background and Granting Clause

Borrower is indebted to Lender in the principal sum of Five thousand two hundred seventy six and 00/100 Dollars (\$ 5276.00) (the "Loan") which indebtedness is evidenced by Borrower's Promissory Note of even date herewith (the "Note"), providing for repayment of the Loan under certain conditions and providing for other conditions of the Loan.

To SECURE to Lender the repayment under the Note and the performance of the covenants and agreements of Borrower contained in this Mortgage and in the Loan Agreement of even date between Borrower and Lender (the "Loan Agreement"), Borrower does hereby mortgage, grant and convey to Lender, with **MORTGAGE COVENANTS**, upon the **STATUTORY CONDITION** and with the **STATUARY POWER OF SALE** and the Borrower's life estate in the following described property located in the County of Barnstable, Commonwealth of Massachusetts, which has the address of 15 Cohasset Ave., Buzzards Bay, Massachusetts 02532 (the "Property Address"), as more particularly described on Exhibit A attached hereto;

TOGETHER with all the buildings and improvements now or hereafter erected on such real property, and all fixtures, easements, rights, licenses, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said real property are hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grants, and convey the Property, and that the Property is unencumbered, except for those certain mortgages by and between the Borrower and NA (the "Senior Mortgages"). Borrower warrants and covenants to defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

For purposes of this Mortgage and the Note, Lender designates the Cape Cod

6

Commission (the "Commission") as its agent, with the power to administer the Note and the Mortgage, and to take any and all actions which Holder is entitled to take hereunder or thereunder. The Commission has a principal office at 3225 Main Street, P.O. Box 226, Barnstable, Massachusetts 02630. All notices and payments to Lender under this Mortgage or the Loan Documents shall be made to the Commission at this address.

### Covenants

Borrower and Lender covenant and agree as follows:

1. Repayment: In the event the Borrower sells or transfers the property before the fifteenth anniversary of the Note, the Borrower shall repay to the Lender an amount as calculated under the Note.

2. Prior Mortgages; Charges; Liens. Borrower shall perform all of the Borrower's obligations under the Senior Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage and leasehold payments or ground rents, if any.

3. Hazard Insurance. Borrower shall keep improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as Lender may require and in such amounts and for such periods as Lender may require, subject to the terms and conditions of the Senior Mortgage.

All insurance policies and renewals thereof shall include a standard mortgage clause in favor of Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and to Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, subject to the rights of the mortgagee under the Senior Mortgage, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

4. Preservation and Maintenance of Property Protection of Lender's Security. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property.

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

At a regular meeting of the Barnstable County Board of Regional Commissioners, in the Commissioners' Conference Room, in the Superior Courthouse, on the eighteenth day of December, A.D. 2019, motion by Commissioner Beaty to authorize the discharge of a mortgage by William H. Waterhouse Jr. and Winifred E. Waterhouse, to Barnstable County, dated August 14, 1996, and recorded with the Barnstable County Registry of Deeds in Book 10397, Page 223, 2nd by Commissioner Bergstrom, approved 2-0-0

Ronald Bergstrom, Chair: Y

Mary Pat Flynn, Vice-Chair: Absent

Ronald R. Beaty, Commissioner: Y

A true copy, Attest, December 18, 2019

 *Janice O'Connell*  
Barnstable County Regional Clerk

# AGENDA ITEM 8k

Authorizing the subordination of a mortgage by Canal Bluffs P3 Preservation Associates Limited Partnership, to Barnstable County, dated July 31, 2017, and recorded with the Barnstable County Registry of Deeds in Book 30670, Page 304



**BARNSTABLE COUNTY  
DEPARTMENT OF HUMAN SERVICES**

3195 Main Street, Post Office Box 427  
Barnstable, Massachusetts 02630  
Office: 508-375-6628 | Fax: 508-362-0290  
www.bchumanservices.net

**BARNSTABLE COUNTY HOME PROGRAM  
MEMORANDUM**

To: Jack Yunits, County Administrator / County Commissioners  
CC Michael Dutton  
From: Renie Hamman, HOME Program Manager  
RE: Agreement As To Subordinate Loans  
Canal Bluffs III, Bourne  
Date: December 15, 2019

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Enclosed please find an AGREEMENT AS TO SUBORDINATE LOANS (“Master Subordination”), for the HOME Program project Canal Bluffs Phase 3 in Bourne. Our Attorney, Michael Dutton, has reviewed and approved this Master Subordination we respectfully request execution of the document by the County Commissioners. The Canal Bluffs P3 project received a \$250,000 HOME Program grant loan (from HOME Program HUD funds) for the development project and a mortgage is recorded in the Barnstable County Registry of Deeds in Book 30670, Page 304 (the “County Loan”).

Canal Bluffs P3 closed on their construction loan with Rockland Trust Company in July 2017 to begin construction of the 44-unit residential development. At that time a Master Subordination Agreement was executed by all lenders, including Barnstable County. The project has now been fully completed and the construction loan will be converted to the permanent loan financing with the Massachusetts Housing Financing Agency (“MHFA”), which is the usual course of action on all of these layered subsidized rental projects. Thus, the Master Subordination now needs to be entered into with MHFA as the Senior Lender instead of Rockland Trust Company.

This Master Subordination is substantially the same as the one the County entered into in July 2017. Pertinent pages of that 2017 subordination is attached for reference. The County Loan will be of equal priority to all of the other participating lenders behind the Senior Lender as was the case in the July 2017 subordination agreement.

Sincerely,

Renie Hamman, HOME Program Manager

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Bk 30671 Pg 47 #38873  
08-01-2017 @ 03:37p

M.R. BOOK 30670 PAGE 203

M.R. BOOK 30670 PAGE 290

M.R. BOOK 30670 PAGE 304

M.R. BOOK 30670 PAGE 319



### MASTER SUBORDINATION AGREEMENT

**Property Address:**

102 Harmony Hill Drive  
Bourne, Massachusetts

This Master Subordination Agreement (this "Agreement") is made as of the 31st day of July, 2017 by and among Rockland Trust Company, having an address at 288 Union Street, Rockland, Massachusetts 02370 (the "Senior Lender"); The Commonwealth of Massachusetts acting by and through the Department of Housing and Community Development, 100 Cambridge Street, Suite 300, Boston, Massachusetts 02114 (the "Agent Lender"), for itself and as agent for the following lenders: The Commonwealth of Massachusetts, acting by and through the Department of Housing and Community Development under the Affordable Housing Trust Fund Statute, M.G.L. c. 121D, by the Massachusetts Housing Finance Agency ("MHFA"), as Administrator, having an address at One Beacon Street, Boston, Massachusetts 02108 ("AHT") and Community Economic Development Assistance Corporation, a body politic and corporate, duly organized and existing in accordance with Chapter 40H of the Massachusetts General Laws with an office at 18 Tremont Street, Suite 500, Boston, Massachusetts 02108 ("CEDAC") (the foregoing lenders, together with the Agent Lender, collectively the "Participating Lenders"); Barnstable County, a Massachusetts a body politic of the Commonwealth of Massachusetts, acting by and through its County Commissioners having an address at Barnstable County Department of Human Services, P.O. Box 427, 3195 Main Street, Barnstable, MA 02630 (the "County"); Boston Capital Corporate Tax Credit Fund XLIII, A Limited Partnership, having an address of c/o Boston Capital Partners, Inc., One Boston Place, 21st Floor, Boston, Massachusetts 02108 (the "Investor"); Preservation of Affordable Housing LLC, a Massachusetts limited liability company, having an address at 40 Court Street, Suite 700, Massachusetts 02108 (the "Sponsor"); and Canal Bluffs P3 Preservation Associates Limited Partnership, a Massachusetts limited partnership, having an address at c/o Preservation of Affordable Housing, Inc., 40 Court Street, Suite 700, Boston, Massachusetts 02108 (the "Borrower"). The Senior

Lender, the Investor, the County, the Sponsor and the Participating Lenders are each referred to as a Lender and collectively are referred to as the "Lenders".

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## BACKGROUND

- A. The Borrower is the owner or ground lessee of certain real property and improvements thereon as more particularly described on Exhibit A (the "Property").
- B. The Borrower is obtaining financing from the Lenders to construct at the Property 44 units of housing of which not less than 35 units will be affordable housing (the "Project"), as more fully set forth in the Affordable Housing Restriction (defined below) between the Borrower and the Participating Lenders of contemporaneous date herewith.
- C. The Senior Lender has agreed to provide a construction loan to the Borrower for the Project in the original principal amount of Seven Million Six Hundred Eighty Thousand Dollars (\$7,680,000.00) (the "Senior Loan"). The Senior Loan is evidenced and secured by the following documents, each of even date herewith: (a) a Promissory Note in the amount of the Senior Loan (the "Senior Note"), (b) a Construction Loan Agreement, (c) a first priority Leasehold Mortgage, Assignment of Leases and Rents, and Security Agreement and Fixture Filing encumbering the Property (the "Senior Mortgage"), recorded with the Barnstable Registry of Deeds (the "Registry") herewith, and (d) such other instruments as may be required by the Senior Lender (all such instruments being hereinafter collectively referred to as the "Senior Loan Documents").
- D. **The Participating Lenders** have agreed to provide a subordinate loan in the aggregate amount of \$1,868,000.00 to the Borrower for the Project comprised of the \$550,000.00 loan from the Agent Lender to the Borrower under the HOME Program (the "DHCD HOME Loan"), the \$1,000,000.00 loan from AHT to the Borrower under the AHT Program (the "AHT Loan"), and the \$318,000.00 loan from CEDAC to the Borrower under the CBH Program (the "CBH Loan") (the foregoing loans collectively the "Participating Lender Loan"). The Participating Lender Loan is evidenced and secured by the following documents, each of even date herewith: (a) three Promissory Notes in the amount of the DHCD HOME Loan, AHT Loan and CBH Loan, respectively, (b) a Loan Agreement, (c) a Mortgage Security Agreement and Conditional Assignment of Leases and Rents recorded at the Registry herewith encumbering the Property (the "Participating Lender Mortgage"), and (d) such other documents as may be required by

**MASTER SUBORDINATION AGREEMENT**

the Senior Loan Documents or to preserve the Property or the priority of the lien of the Senior Mortgage, or the collection of any indebtedness secured by the Senior Loan Documents (all of the foregoing clauses (i) and (ii) are collectively referred to as the "Senior Debt"). In case of any inconsistency between the provisions of this Agreement and the provisions of the Loan Documents, the provisions of this Agreement shall govern.

- B.** Notwithstanding the order in which the various mortgages and documents evidencing the security interests granted by the Borrower to the Lenders have been or are hereafter recorded and/or perfected the order of priority of the Loan Documents and the obligations secured thereby is and shall be:

First: the Senior Loan

Second: the Participating Lender Loan and the County Loan (in a shared pari passu position)

Third: the Investor Loan

Note: the Sponsor Loan is unsecured

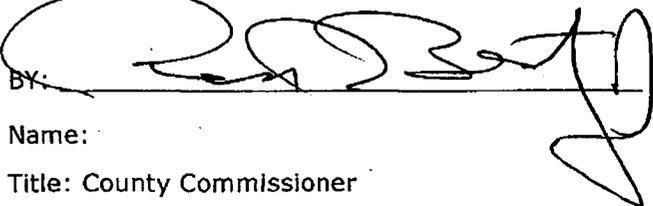
- C.** The Junior Lenders each agree that the Affordable Housing Restriction is senior to the Junior Loan Documents, but subordinate to the Senior Loan Documents; provided, however, that the Senior Lender agrees that the Affordable Housing Restriction shall not terminate if the Property is acquired through foreclosure or by deed in lieu of foreclosure by (i) the Borrower, (ii) any person with a direct or indirect financial interest in the Borrower, (iii) any person related to a person described in clause (ii) by blood, adoption or marriage, (iv) any person who is or at any time was a business associate of a person described in clause (ii), and (v) any entity in which any of the foregoing have a direct or indirect financial interest (each a "Related Party"). For the purposes of this paragraph, an affidavit, duly recorded and executed under the penalties of perjury, by any purchaser from the Senior Lender at a foreclosure sale or by deed in lieu of foreclosure, stating that such purchaser is not a Related Party and further that (x) such purchaser has notified the Participating Lenders, in writing, of the identity of such purchaser, and its organizational structure and ultimate beneficial owners on HUD Form 2530 or its equivalent, if applicable, (y) a period of at least thirty (30) days has elapsed since such notice was given, and (z) the Senior Lender has not notified such purchaser that it has received written notice from the Participating Lenders that any of them has actual knowledge such purchaser is a Related Party, shall be conclusive evidence that such purchaser is not a Related Party, unless the Senior Lender itself has knowledge that such purchaser is a Related Party. Furthermore, if the Property is subsequently acquired by a Related Party during the period in which the Affordable Housing Restriction would have remained in effect but for the provisions of this Section, the Affordable Housing Restriction shall be revived and shall apply to the Property as though no lapse had occurred.
- D.** Subject to the provisions of Section 1.1.G. below, each of the Lenders agrees that notwithstanding any other provision to the contrary herein, the Affordable Housing Restriction shall terminate upon foreclosure or the grant of a deed in lieu of foreclosure only to the extent it is "financially infeasible" (as defined below) to maintain the level of



COUNTY:  
BARNSTABLE COUNTY

By:   
Name:  
Title: County Commissioner

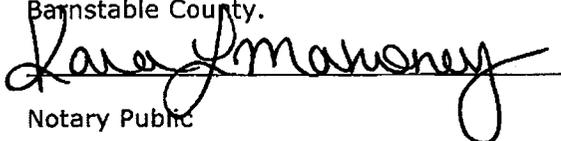
By:   
Name:  
Title: County Commissioner

By:   
Name:  
Title: County Commissioner

**COMMONWEALTH OF MASSACHUSETTS**

Barnstable County, ss.

On this 5<sup>TH</sup> day of July, 2017, before me, the undersigned notary public, personally appeared ~~Leo Calines, Mary Flynn, Ronald~~ <sup>Paul</sup> proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose names are signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily, as County Commissioners of Barnstable County, for its stated purpose as the voluntary act of Barnstable County.

  
Notary Public

My commission expires: 10/17/2019



Development: Canal Bluffs - Phase III  
MassHousing No. 15-114  
FHA No. 023-98343  
*Execution*

----- Above Space is Reserved for Recording Information -----

### AGREEMENT AS TO SUBORDINATE LOANS

This Agreement as to Subordinate Loans (this "Agreement") is made as of December \_\_\_\_, 2019, by and among the **MASSACHUSETTS HOUSING FINANCE AGENCY**, a body politic and corporate organized and operated under the provisions of Chapter 708 of the Acts of 1966 of the Commonwealth of Massachusetts, as amended (the "Senior Lender" or the "Agency"), **CANAL BLUFFS P3 PRESERVATION ASSOCIATES LIMITED PARTNERSHIP**, a Massachusetts limited partnership, (the "Borrower"); **THE COMMONWEALTH OF MASSACHUSETTS**, acting by and through its **DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT** ("DHCD"), for itself and as agent for The Commonwealth of Massachusetts, acting by and through the Department of Housing and Community Development under the Affordable Housing Trust Fund Statute, M.G.L. c. 121D, by the Massachusetts Housing Finance Agency, as Administrator, ("AHT") and Community Economic Development Assistance Corporation, a body politic and corporate, duly organized and existing in accordance with Chapter 40H of the Massachusetts General Laws ("CEDAC"); **BARNSTABLE COUNTY**, a body politic of the Commonwealth of Massachusetts, acting by and through its County Commissioners (the "County"); and **PRESERVATION OF AFFORDABLE HOUSING LLC**, a Massachusetts limited liability company (the "Developer").

The Agency, with respect to the Opportunity Fund Loan, DHCD, as agent for itself, AHT and CEDAC with respect to the MassDocs Loans; the County with respect to the County HOME Loan and the Developer, with respect to the Developer Fee Loan (as all such terms are defined below), are sometimes referred to herein collectively as the "Subordinate Lenders," and each, individually, as a "Subordinate Lender." The Senior Lender and the Subordinate Lenders are sometimes referred to herein collectively as the "Lenders," and each, individually, as a "Lender."

Notwithstanding any other provision to the contrary contained herein, the parties hereto expressly acknowledge and agree that Developer shall be deemed a Subordinate Lender under this Agreement, and the Developer Fee Loan and Developer Fee Loan Documents shall be deemed to be, respectively, a Subordinate Loan and Subordinate Loan Documents (as all such

terms are defined below), solely for the purposes of Sections 1.1 (Senior Lender Consent) and Articles II (Subordinate Loans) and III (Priority) hereof, and Developer shall have no rights under any other provision hereof (unless and only to the extent expressly set forth therein).

## RECITALS

A. The financing described herein will support the operation of the **44-unit** residential rental development known as “Canal Bluffs – Phase III (a/k/a High Meadow Townhomes)” (the “Development”) located at **6 Otis Park Drive (a/k/a 102 Harmony Hill Drive), Bourne, Massachusetts**, as more particularly described in Exhibit A attached hereto (the “Property”). The Borrower holds a **leasehold** interest in the Development and Property.

B. The Senior Lender has made a loan commitment to provide permanent financing for the Development. Pursuant to such loan commitment, the Senior Lender will, subject to certain terms and conditions, make a first-priority mortgage loan to the Borrower to be insured by the Secretary of Housing and Urban Development (“HUD”) under the Housing Finance Agency Risk-Sharing Program for Insured Affordable Multifamily Project Loans (the “Risk Sharing Program”), in an original principal amount of **\$3,391,000** (the “Senior Loan”), evidenced by the mortgage note (the “Senior Note”) and secured by the mortgage (the “Senior Mortgage”) and related loan documents listed on Schedule A attached hereto (collectively, the “Senior Loan Documents”). Pursuant to the loan commitment, MassHousing will also make a shared second-priority mortgage loan through its Opportunity Fund Loan Program in the original principal amount of **\$700,000** (the “Opportunity Fund Loan”) and MassHousing, in such capacity, the “Opportunity Fund Lender”).

C. The Senior Lender has further agreed to permit the Borrower to obtain certain subordinate financing with respect to the Development, subject to certain terms and conditions, and the Borrower has assumed certain obligations incurred in connection with the financing of the Development, including the following subordinate loans:

- (i) the Opportunity Fund Loan described above, as evidenced by the promissory note and secured by the mortgage and related loan documents as described on the attached Schedule B (the “Opportunity Fund Loan Documents”); and
- (ii) the loans under the MassDocs program in the aggregate original principal amount of **\$1,868,000** comprising (a) a loan from DHCD under the HOME program in the original principal amount of **\$550,000** (the “DHCD HOME Loan”); (b) a loan from AHT under the Affordable Housing Trust Fund program in the original principal amount of **\$1,000,000** (the “AHT Loan”); (c) a loan from CEDAC under the Community-Based Housing program in the original principal amount of **\$318,000** (the “CBH Loan”); as evidenced, respectively, by the promissory notes and as collectively evidenced and secured by the mortgage and related loan documents as described on the attached Schedule B (the “MassDocs Loan Documents”); and

- (iii) the loan from the County under the County HOME Program in the original principal amount of **\$250,000** (the "County HOME Loan"), as evidenced by the promissory note and secured by the mortgage and related loan documents as described on the attached Schedule B (the "County HOME Loan Documents"); and
- (iv) the loan from the Developer in the original principal amount of **\$282,500** (the "Developer Fee Loan"), as evidenced by the promissory note and secured by the mortgage and related loan documents as described on the attached Schedule B (the "Developer Fee Loan Documents"),

which loans are referred to collectively as the "Subordinate Loans" and each, individually, as a "Subordinate Loan." The loan documents for the Subordinate Loans, as described on the attached Schedule B, are referred to collectively as the "Subordinate Loan Documents."

D. In addition to the financing described above, the Development will benefit from the use of certain federal low-income tax credits under Section 42 of the Internal Revenue Code of 1986, as amended. In connection with its approval of the use by the Borrower of low-income tax credits under Section 42 of the Code, DHCD has required that the Borrower execute and record a Tax Credit Regulatory Agreement and Declaration of Restrictive Covenants, of contemporaneous date and recorded in the Barnstable County Registry of Deeds (the "Registry") herewith (the "Tax Credit Regulatory Agreement").

Each Lender is relying on the financing provided by each other Lender to ensure that sufficient funds are available for the financing of the Development. Accordingly, the parties hereto have entered into this Agreement to set forth certain mutual understandings and agreements with respect to the financing each Lender will provide for the Development, and with respect to the coordinated exercise of certain rights and remedies under the Senior Loan Documents and the Subordinate Loan Documents.

E. This Agreement shall supersede and replace in its entirety the Master Subordination Agreement dated as of July 31, 2017 and recorded in the Registry in Book 30671, Page 47.

NOW, THEREFORE, the parties hereto agree, notwithstanding any provision to the contrary set forth in the Senior Loan Documents or the Subordinate Loan Documents:

## ARTICLE I PERMANENT LOAN FINANCING

1.1 Senior Lender Consent. The Senior Lender consents to the Subordinate Loans and the Subordinate Loan Documents, provided and on the condition that the Subordinate Loans and the Subordinate Loan Documents shall be fully subordinate in all respects to the Senior Loan and the Senior Loan Documents, subject to the terms and provisions of this Agreement.

1.2 Amendment of Senior Loan Documents. The Senior Lender agrees that it shall

not agree to any amendment to the Senior Loan Documents that increases the principal amount of the Senior Loan, and/or increases the interest rate or extends the stated maturity date thereof (other than as may be expressly permitted under the Senior Loan Documents), without the prior written consent of each Subordinate Lender whose Subordinate Loan is then outstanding; provided, however, that any amounts payable by the Borrower which by the terms of the Senior Loan Documents shall be added to the principal amount payable thereunder without amendment thereof shall not be deemed an amendment of the Senior Loan Documents for the purposes hereof.

1.3 Defaults Under Senior Loan Documents. The Senior Lender agrees to provide each Subordinate Lender with a copy of (i) the Multifamily Default Status Report (HUD 92426) initially filed with HUD under the Risk Sharing Program with respect to any default under the First Loan Documents, and (ii) any default notice delivered to the Borrower under any of the Senior Loan Documents (as applicable, the “Initial Default Notice”). The Senior Lender further agrees that it shall not commence any foreclosure proceedings or accept a deed in lieu of foreclosure from the Borrower with respect to the Senior Loan for a period of sixty (60) days following the delivery of such Initial Default Notice (the “Cure Period”). During such Cure Period, the Senior Lender agrees to consult with each Subordinate Lender as to any actions the Senior Lender may elect to take with respect to such default. The Senior Lender further agrees to consult with each Subordinate Lender prior to filing any Partial Payment of Claim or Initial Claim under the Risk Sharing Program with respect to the Senior Loan and to provide each Subordinate Lender with copies of any Partial Payment of Claim or Initial Claim it may file with HUD under the Risk Sharing Program with respect to the Senior Loan.

1.4 Subordinate Lender Cure Proposals. The Senior Lender agrees that it shall reasonably consider any proposal for the cure of such default made by a Subordinate Lender which the Senior Lender receives prior to the commencement of foreclosure proceedings under the Senior Loan Documents or the filing of any Partial Payment of Claim with HUD under the Risk Sharing Program with respect to the Senior Loan. Such proposals may include a request to permit foreclosure under a Subordinate Mortgage. Any such proposals by a Subordinate Lender must include provision for the following:

- (a) cure of the outstanding defaults under the Senior Loan Documents; and
- (b) receipt of any approvals required by HUD to such proposal under the Risk Sharing Program (if applicable).

The Senior Lender shall not be required to consider any proposal or request that it determines would adversely affect its security for the Senior Loan, adversely interfere with its ability to file a Partial Payment of Claim or Initial Claim under the Risk Sharing Program with respect to the Senior Loan, or would not be permitted under its bond and/or note documents applicable to any bonds and/or notes (including any refunding bonds) or any other funding source that funded all or any portion of the Senior Loan or any other MassHousing Loan.

## 1.5 Foreclosure of Senior Loan; Affordable Housing Restriction.

(a) The Senior Lender agrees that in connection with any default under the Senior Loan, it shall not enter into an arrangement with (i) the Borrower; or (ii) any partner(s), manager(s) or member(s) of the Borrower; or (iii) any person who has a direct or indirect financial interest in any such partner(s), manager(s) or member(s) or controls or is controlled by such partner(s), manager(s) or member(s); or (iv) any person related by blood, adoption or marriage to any person described in (i) – (iii) above; or (v) any person who is or at any time was a business associate of a person described in (i) – (iii) above; or (vi) any entity in which any of the foregoing have a direct or indirect financial interest (collectively, the “Related Parties” and each, individually, a “Related Party”), which agreement contemplates foreclosure by the Senior Lender under the Senior Mortgage with a sale back of the Mortgaged Property (as defined in the Senior Loan Documents) under the Senior Loan Documents to the Borrower or any Related Party for the purpose of extinguishing any affordable housing restriction instrument described on Schedule B (the “Affordable Housing Restriction,” which term, if there are more than one restriction, shall apply to all such restrictions collectively, and to any such restriction). For the purposes of this paragraph, an affidavit, duly recorded and executed under the penalties of perjury, by any purchaser from the Senior Lender at a foreclosure sale or by deed in lieu of foreclosure, stating that (x) such purchaser has notified the Senior Lender and the Subordinate Lenders in writing of the identity of such purchaser, and its organizational structure and ultimate beneficial owners on HUD Form 2530 or its equivalent, (y) a period of at least thirty (30) days has elapsed since such notice was given, and (z) such purchaser has not received written notice from the Senior Lender or any Subordinate Lender that it has actual knowledge that such purchaser is a Related Party, shall be conclusive evidence that such purchaser is not a Related Party, unless the Senior Lender has actual knowledge that such purchaser is a Related Party. Furthermore, if the Development is subsequently acquired by a Related Party during the period during which the Affordable Housing Restriction would have remained in effect but for the provisions of this Section, such Affordable Housing Restriction shall be revived and shall apply to the Development as though it had never lapsed. Each Subordinate Lender who is a party to the Affordable Housing Restriction acknowledges and agrees that the provisions of Section 1.3 (Defaults Under Senior Loan Documents), Section 1.4 (Subordinate Lender Cure Proposals) and Section 1.5 (Foreclosure of Senior Loan; Subordinate Lender Affordable Housing Restriction) hereof satisfy the requirements contained in the Affordable Housing Restriction with respect to the Senior Lender’s obligations with respect to the Senior Loan.

(b) The Senior Lender agrees that any Subordinate Lender who is a party to the Affordable Housing Restriction may, with sixty (60) days’ prior written notice to the Senior Lender, take action against the Borrower to enforce such Affordable Housing Restriction; provided, however, such action may not include acting as mortgagee-in-possession, accepting a deed in lieu of foreclosure, or commencing foreclosure proceedings under such Subordinate Lender’s Subordinate Loan Documents or otherwise interfering with the priority of payments of amounts due the Senior Lender under the Senior Loan Documents, except as expressly approved by the Senior Lender pursuant to Section 1.4 (Subordinate Lender Cure Provisions).

1.6 Excess Foreclosure Proceeds. In the event the Senior Lender conducts a foreclosure or other proceeding enforcing its rights under the Senior Loan Documents and the Mortgaged Property is sold for a price in excess of the sum of the outstanding principal balance of the Senior Note, plus all future advances, accrued interest and all reasonable costs and expenses the holder(s) thereof is (or are) entitled to recover pursuant to the terms of such Senior Loan Documents, such excess shall be paid to the Subordinate Lender(s), for application to the Subordinate Loan(s) in the order of priority set forth in Article III below, in accordance with their respective amounts of assistance provided to the Development, in consideration of the loss of the value and benefit of the rights and restrictions herein contained and released by the Subordinate Lender(s) pursuant to this Section in connection with such proceeding; provided, however, that in the event such excess shall be so paid to the Subordinate Lender(s) by such holder, the Subordinate Lender(s) shall thereafter indemnify such holder(s) against any and all loss or damage to such holder(s) resulting from any claim made by the mortgagor(s) of such Senior Mortgage, to the extent that such claim is based upon the payment of such excess by such holder(s) to the Subordinate Lender(s) in accordance herewith, provided that such holder(s) shall give the Subordinate Lender(s) prompt notice of any such claim and shall not object to intervention by the Subordinate Lender(s) in any proceeding relating thereto.

## ARTICLE II SUBORDINATE LOANS

2.1 Senior Loan Subordination Provisions. Each Subordinate Lender further agrees covenants and agrees that if and for so long as the Massachusetts Housing Finance Agency is the Senior Lender and the Senior Mortgage and/or any other Senior Loan Documents remains outstanding and in force and effect, the Subordinate Loan Documents of such Subordinate Lender shall be subject to the following conditions, notwithstanding any contrary provision of the Subordinate Loan Documents of such Subordinate Lender (provided, however, that this Section shall not confer any rights upon the Borrower, whether as third-party beneficiary or otherwise, or permit the Borrower to challenge the validity of any remedies exercised by the Subordinate Lender thereunder):

(a) The Subordinate Mortgage and the other Subordinate Loan Documents are subordinate to the prior mortgage lien of the Senior Lender, its successors and assigns, in all respects, and the Lender expressly waives its right to commence lien enforcement or foreclosure proceedings hereunder without the prior written approval of the Senior Lender with respect thereto;

(b) All rights (including assignment of leases and rents and rights with respect to insurance proceeds and condemnation awards) given to a Subordinate Lender shall be subordinate to the Senior Lender's rights and the Senior Mortgage;

(c) The Subordinate Mortgage and the other Subordinate Loan Documents are subject and subordinate to any and all advances and/or re-advances made, and expenses incurred, with interest thereon, as permitted by the Senior Lender's Mortgage and the other Senior Loan Documents;

(d) Each Subordinate Lender shall be bound by any determination by the Senior Lender to release insurance proceeds and condemnation awards for restoration (provided, however, that the parties hereto acknowledge and agree that if the Senior Lender shall have determined restoration is not feasible and accordingly shall have required pursuant to the Senior Loan Documents that any such insurance proceeds and/or condemnation awards be applied to the obligations evidenced and secured by the Senior Loan Documents, any balance remaining after such application shall be released to the Subordinate Lenders, in the priority of their respective Subordinate Loans, for application to the obligations evidenced and secured by their respective Subordinate Loan Documents, and no payment of such proceeds and/or awards shall be made to the Borrower while any such Subordinate Loan obligations remain outstanding);

(e) Each Subordinate Lender must follow the lead of the Senior Lender in giving non-disturbance agreements to tenants;

(f) No Subordinate Lender may acquire, by subordination (for example, by payment of real estate taxes) or otherwise, any lien, estate, right or other interest in the Development that is, or may be, prior in right to that of the Senior Lender.

(g) Each Subordinate Lender shall give the Senior Lender contemporaneous written notice of any default issued by such Subordinate Lender under its Subordinate Loan Documents.

(h) If a Subordinate Lender brings a foreclosure proceeding permitted hereunder, no action shall be taken that would terminate any of the leases without the prior written consent of the Senior Lender.

(i) The purchaser of the Development at a foreclosure sale permitted hereunder shall be subject to the approval of the Senior Lender, which shall not be unreasonably withheld, and, to the extent applicable, the Secretary of Housing and Urban Development. Any such approved purchaser shall be required by the Subordinate Lender as a condition of sale to assume the Borrower's obligations under the Senior Mortgage and the other Senior Loan Documents.

(j) If the Senior Lender forecloses under the Senior Mortgage, all rents, issues and profits from the Development shall first go to the Senior Lender.

The foregoing provisions shall inure to the benefit of the Senior Lender and its successors and assigns (including the entities described in Section 4.3 (Successors and Assigns) hereof).

2.2 Subordinate Lender Exercise of Remedies. Each Subordinate Lender further acknowledges and expressly agrees that such Subordinate Lender shall waive any and all rights to and shall not commence lien enforcement or foreclosure proceedings under its Subordinate Mortgage without the prior written approval of Senior Lender with respect thereto.

2.3 Amendment of Subordinate Loan Documents. Each Subordinate Lender agrees

that it shall not agree to any amendment to its Subordinate Loan Documents that (a) increases the principal amount of its Subordinate Loan, and/or increases the interest rate or extends the stated maturity date thereof (other than as may be expressly permitted under such Subordinate Loan Documents), without the prior written consent of each Subordinate Lender whose Subordinate Loan is then outstanding and junior in priority to the foregoing Subordinate Lender's Subordinate Loan (provided, however, that any amounts payable by the Borrower which by the terms of the foregoing Subordinate Lender's Subordinate Loan Documents shall be added to the principal amount payable thereunder without amendment thereof shall not be deemed an amendment of such Subordinate Loan Documents for the purposes hereof); or (b) would materially adversely affect the enforceability of the Affordable Housing Restriction, or the security interest created pursuant to the MassDocs Loan Documents then outstanding without the prior written consent of the MassDocs Participating Lenders. In addition, each Subordinate Fee Lender agrees to provide each other Subordinate Lender with a copy of any default notice delivered to Borrower under its Subordinate Loan Documents.

ARTICLE III  
PRIORITY

3.1 Priority of Loans and Loan Documents. Notwithstanding any contrary or inconsistent provision in any of the Subordinate Loan Documents:

(a) From and after the date hereof, and notwithstanding any provisions to the contrary in, or the actual order of recording and/or perfection of, the various mortgages and other documents between the Borrower and the Lenders, or any of them, or granted by the Borrower to the Lenders, or any of them, the respective priority of the Loans, and the respective priority of the Senior Loan Documents and the Subordinate Loan Documents, as the same may from time to time be amended or otherwise modified in accordance with the terms of this Agreement, in all respects, including, without limitation, payment, lien and bankruptcy, is and shall be:

- First Priority: Senior Loan, as evidenced and secured by the Senior Loan Documents
- Second Priority: Tax Credit Regulatory Agreement
- Third Priority: Affordable Housing Restriction
- Fourth Priority: *(Co-equal and shared, pari passu)* DHCD HOME Loan, AHT Loan, and CBH Loan, as evidenced and secured by the MassDocs Loan Documents; the County HOME Loan as evidenced and secured by the County HOME Loan Documents; and the Opportunity Fund Loan, as evidenced by the Opportunity Fund Loan Documents.
- Fifth Priority: Developer Fee Loan, as evidenced and secured by the Developer Fee Loan Documents

(b) The parties hereto agree to execute, deliver and record such instrument(s) as may be reasonably necessary or desirable to evidence or effectuate the provisions of this Section.

(c) Any payment received by a Subordinate Lender in connection with its Subordinate Loan after such Subordinate Lender's receipt of an Initial Default Notice from the Senior Lender shall be held in trust for the Senior Lender. All payments received by a Subordinate Lender in the ordinary course in connection with its Subordinate Loan may, provided that such Subordinate Lender has not received an Initial Default Notice from the Senior Lender (and subject always to the rights of the Senior Lender under the Senior Loan Documents), be accepted and applied in accordance with the note or other loan document pursuant to which such payments were made.

3.2 Pari Passu Subordinate Lenders. Notwithstanding any contrary or inconsistent provision in any of the Subordinate Loan Documents:

(a) The respective liens of (i) the Opportunity Fund Lender, with respect to the Opportunity Fund Loan; (ii) the MassDocs Participating Lenders, with respect to their respective Loans, and (iii) the County, with respect to the County HOME Loan (collectively referred to herein as the "Pari Passu Subordinate Lenders" and each, individually, a "Pari Passu Subordinate Lender"), on the Mortgaged Property created by their respective Subordinate Loan Documents and any other assets of Borrower or any other party taken as security for their respective loans, shall be of equal, *pari passu* priority, to the same extent as if all such Subordinate Loans were secured by a single mortgage granted jointly and severally to all of the Pari Passu Subordinate Lenders.

(b) Absent any Initial Default Notice from the Senior Lender, all payments received by any Pari Passu Subordinate Lender (i) after its receipt of notice of an event of default under the Subordinate Loan Documents of any other Pari Passu Subordinate Lender (whether by the exercise of remedies or otherwise), or (ii) as a result of a voluntary prepayment, eminent domain award or casualty proceeds (if not applied to restoration of the Mortgaged Property and its continuation in compliance with the Affordable Housing Restriction), or as the result of foreclosure by any party, insurance awards, bankruptcy or other insolvency distributions, deeds or other transfers in lieu of foreclosure, or in any other manner, shall (subject always to the rights of the Senior Lender under the Senior Loan Documents) be shared by the Pari Passu Subordinate Lenders in the same ratio as the then-outstanding balance of each of the Pari Passu Subordinate Loans, adjusted to include any accrued and unpaid interest and applicable penalties and/or other charges, bear to the aggregate amount of said outstanding balances. There shall be no objections by the Pari Passu Subordinate Lenders to prepayments of the Borrower's obligations to the Pari Passu Subordinate Lenders, so long as the Senior Lender has given its written consent to such prepayment; the existence, intent, and purpose of the Development are not materially adversely affected thereby; the Affordable Housing Restriction remains in full force and effect for its or their stated terms; and any prepayment is made to all such Pari Passu Subordinate Lenders in the same ratio as described above.

(c) The Pari Passu Subordinate Lenders will each make reasonable efforts to consult with the other Pari Passu Subordinate Lenders as to matters affecting their respective rights as lien holders. Each Pari Passu Subordinate Lender will execute, deliver and record such additional instruments as may be necessary or desirable in order to effectuate the provisions of this Section.

3.3. Agreement of Lenders Regarding IRC Section 42 and Tax Credit Regulatory Agreement. Each Lender hereby acknowledges and consents to the recording of the Tax Credit Regulatory Agreement. Notwithstanding any provision to the contrary contained herein or in any of its Loan Documents, each Lender acknowledges and agrees that if such Lender, or any successor or assign of such Lender, ever succeeds to all or any part of Borrower's interest in, or otherwise acquires title to, the Development, such Lender, and any successor or assign of such Lender, shall be bound by the provisions of Section 42(h)(6)(E)(ii) of the Internal Revenue Code of 1986, as amended (the "Code"), as such provision is incorporated into the Tax Credit Regulatory Agreement. In connection therewith, each of the Lenders expressly acknowledges and agrees that for a period of three (3) years following any termination of the Tax Credit Regulatory Agreement pursuant to Section 7.2 thereof, the tenant protections set forth in Section 7.3 thereof shall survive and shall be binding upon the respective Lenders and any successor or assign thereof who succeeds to all or any part of Borrower's interest in, or otherwise acquires title to, the Development.

#### ARTICLE IV MISCELLANEOUS

4.1 Notices. Any notice or other communication in connection with this Agreement shall be in writing and (i) deposited in the United States mail, postage prepaid, by registered or certified mail, or (ii) hand delivered by any commercially recognized courier service or overnight delivery service, such as Federal Express, addressed as follows:

If to the Borrower: Canal Bluffs P3 Preservation Associates Limited Partnership  
c/o Preservation of Affordable Housing, Inc.  
40 Court Street, Suite 700  
Boston, MA 02108  
Attention: General Counsel

with a copy to: Klein Hornig LLP  
101 Arch Street, Suite 1101  
Boston, MA 02110  
Attention: Wataru Matsuyasu, Esquire

and with a copy to the Borrower's Equity Investor:

Boston Capital Corporate Tax Credit Fund XLIII,  
A Limited Partnership  
One Boston Place  
Boston, MA 02108  
Attention: Asset Management (Canal Bluffs III)

with a copy to: Holland and Knight LLP  
10 St. James Avenue, #1200  
Boston, MA 02116  
Attention: Douglas W. Clapp, Esq.

If to the Senior Lender or the Opportunity Fund Lender:

Massachusetts Housing Finance Agency  
One Beacon Street  
Boston, MA 02108  
Attention: General Counsel

If to DHCD: The Commonwealth of Massachusetts  
Department of Housing and Community Development  
100 Cambridge Street, Suite 300  
Boston, MA 02114  
Attention: Director

with a copy to: KJP Partners LLP  
155 Federal Street, Suite 1302  
Boston, MA 02110  
Attention: Kurt James, Esquire

If to the County: Barnstable County  
HOME Program Manager  
Department of Human Services  
P.O. Box 427  
3195 Main Street  
Barnstable, MA 02630

with a copy to: Michael Dutton  
Law Office of Michael M. Dutton, PC  
30 Cairn Ridge Road  
East Falmouth, MA

If to Developer: Preservation of Affordable Housing LLC  
40 Court Street, Suite 700  
Boston, MA 02108  
Attention: General Counsel

with a copy to: Klein Hornig LLP  
101 Arch Street, Suite 1101  
Boston, MA 02110  
Attention: Wataru Matsuyasu, Esquire

(a) A notice shall be deemed to have been given, delivered and received upon the earliest of: (i) if sent by certified or registered mail, on the date of actual receipt (or tender of delivery and refusal thereof) as evidenced by the return receipt; or (ii) if hand delivered by such courier or overnight delivery service, when so delivered or tendered for delivery during customary business hours on a business day at the specified address. Notice shall not be deemed to be defective with respect to the recipient thereof for failure of receipt by any other party.

(b) Any such addressee may change its address for such notices to any other address in the United States as such addressee shall have specified by written notice given as set forth above.

4.2 Borrower Execution of Agreement. The Borrower is executing this Agreement for the sole purpose of evidencing its consent to the terms hereof and the agreements made between the Senior Lender and the Subordinate Lenders evidenced hereby. The liability of the Borrower or its successors or assigns arising under this Agreement shall be limited solely to the Borrower's interest in the Development, and no partner, manager, member, officer, director or employee of the Borrower, or of its successors or assigns, or any person or entity directly or indirectly holding any interests in any of the foregoing from time to time, or any such person's or entity's separate assets or property shall have or be subject to any personal or individual liability with respect to any obligation or liability hereunder, nor shall such person or entity be liable hereunder for any consequential or punitive damages or in any equitable proceeding or order beyond the extent of its interest in the Development. This Agreement shall not be deemed to confer any rights or defenses upon the Borrower not set forth in the applicable Loan Documents, and the Borrower shall not have the right (whether as third party beneficiary or otherwise) to endorse any of the obligations of the Lenders to each other hereunder.

4.3 Successors and Assigns. This Agreement shall bind any successors and assigns of the Senior Lender under the Senior Loan Documents and of each Subordinate Lender under their respective Subordinate Loan Documents. This Agreement shall inure to the benefit of the Agency, the Secretary of Housing and Urban Development, as insurer of the Senior Mortgage securing the Senior Loan and the following, as the Agency's successors and assigns of the Senior Mortgage, securing the Senior Loan: (i) any trustee or provider of the financing source issued to fund the mortgage loan secured by the Agency's Mortgage or any debt which refinances such financing source; (ii) any successor agency or instrumentality of The Commonwealth of Massachusetts which succeeds to the functions of the Agency; and (iii) any state, federal or other public or quasi-public agencies dedicated to the creation, preservation and maintenance of affordable housing for low or moderate income residents of The Commonwealth of Massachusetts. No provision of this Agreement shall be construed to confer any rights upon the Borrower, whether as third-party beneficiary or otherwise.

4.4 Other Contract Terms. This Agreement is delivered and made in, and its construction and performance shall be governed by and enforced in accordance with, the laws of

The Commonwealth of Massachusetts. The invalidity of any clause, part or provision of this Agreement shall not affect the validity of the remaining portions thereof. The obligations of the parties hereunder shall be joint and several. This Agreement may not be modified except by written instrument signed by each party affected thereby. This Agreement may be executed in any number of counterparts, each to be an original, but all of which shall constitute one and the same instrument, and it shall be sufficient if any party hereto signs and such counterpart, so long as each of the parties hereto executes at least one such counterpart.

4.5. Subordinate CBH Loan. The Promissory Note evidencing the loan made to Borrower under the CBH Loan program (the “Subordinate CBH Note”) has a stated maturity date that is earlier than the Maturity Date of the Senior Loan (as defined in the note evidencing such Senior Loan), but is subject to extensions that may be granted by the holder of such Subordinate CBH Note (the “CBH Holder”) under certain circumstances. If the Senior Loan remains outstanding when the Subordinate CBH Note would mature if not extended, the Borrower agrees (i) to take all action necessary to obtain an extension and (ii) to accept the extension if granted by the CBH Holder. If the CBH Holder does not grant an extension and the Subordinate CBH Note matures before the Maturity Date of the Senior Loan, the Borrower and the Lenders agree that (i) MassHousing may require the Borrower to pay off the Senior Loan upon Borrower’s payoff of the Subordinate CBH Note, and (ii) any payments on the Subordinate CBH Note that are funded from revenues from the Development may only be funded from such revenues as are available for distribution under Section 7 of the Regulatory Agreement.

*[The remainder of this page is intentionally blank. Signature pages follow.]*

*[Canal Bluffs - Phase III: Agreement as to Subordinate Loans -Borrower Signature Page & Notary]*

IN WITNESS WHEREOF, the parties have caused this Agreement as to Subordinate Loans to be signed and sealed by their respective, duly authorized representatives, as of the day and year first written above.

**BORROWER:**  
**CANAL BLUFFS P3 PRESERVATION ASSOCIATES  
LIMITED PARTNERSHIP**

By: Canal Bluffs P3 LLC, its general partner

By: Preservation of Affordable Housing, Inc.,  
its managing member

By: \_\_\_\_\_  
Name: Judith S. Jacobson  
Title: Managing Director, General Counsel

**COMMONWEALTH OF MASSACHUSETTS**

County of Suffolk, ss.

On this \_\_\_ day of December, 2019, before me, the undersigned notary public, Judith S. Jacobson personally appeared, proved to me through satisfactory evidence of identification, which was: [ ] at least one current document issued by a federal or state government agency bearing the photographic image of the signatory's face and signature, [ ] the oath or affirmation of a credible witness unaffected by the document or transaction who is personally known to me and who personally knows the signatory, or [ ] identification of the signatory based on my personal knowledge of the identity of the signatory, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose, as Managing Director, General Counsel for Preservation of Affordable Housing, Inc., a corporation, as managing member for Canal Bluffs P3 LLC, a limited liability company, as general partner for Canal Bluffs P3 Preservation Associates Limited Partnership, a Massachusetts limited partnership, as the voluntary act of the partnership.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**Attachments:**  
Exhibit A – Legal Description of Property  
Schedule A – Senior Loan Documents  
Schedule B – Subordinate Loan Documents

**SENIOR LENDER:**  
**MASSACHUSETTS HOUSING FINANCE**  
**AGENCY**

By: \_\_\_\_\_  
Name: Colin M. McNiece  
Title: General Counsel

**COMMONWEALTH OF MASSACHUSETTS**

County of Suffolk, ss.

On this \_\_\_\_ day of December, 2019, before me, the undersigned notary public, Colin M. McNiece personally appeared, proved to me through satisfactory evidence of identification, which was: [ ] at least one current document issued by a federal or state government agency bearing the photographic image of the signatory's face and signature, [ ] the oath or affirmation of a credible witness unaffected by the document or transaction who is personally known to me and who personally knows the signatory, or [ ] identification of the signatory based on my personal knowledge of the identity of the signatory, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as General Counsel of the Massachusetts Housing Finance Agency, a body politic and corporate organized and operated under the provisions of Chapter 708 of the Acts of 1966 of the Commonwealth of Massachusetts, as amended, as the voluntary act of the Massachusetts Housing Finance Agency.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**SUBORDINATE LENDER – AGENT LENDER:  
THE COMMONWEALTH OF  
MASSACHUSETTS ACTING BY AND  
THROUGH THE DEPARTMENT OF HOUSING  
AND COMMUNITY DEVELOPMENT**

By: \_\_\_\_\_  
Name:  
Title:

**COMMONWEALTH OF MASSACHUSETTS**

County of Suffolk, ss.

On this \_\_\_ day of December, 2019, before me, the undersigned notary public, \_\_\_\_\_ personally appeared, proved to me through satisfactory evidence of identification, which was: [ ] at least one current document issued by a federal or state government agency bearing the photographic image of the signatory’s face and signature, [ ] the oath or affirmation of a credible witness unaffected by the document or transaction who is personally known to me and who personally knows the signatory, or [ ] identification of the signatory based on my personal knowledge of the identity of the signatory, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose, as \_\_\_\_\_ of Department of Housing and Community Development (“DHCD”), a department duly organized and existing pursuant to Massachusetts General Laws Chapter 23B as amended by Chapter 19 of the Acts of 2007, and as the voluntary act of DHCD.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

[Canal Bluffs – Phase III: Agreement as to Subordinate Loans - County Signature Page & Notary]

SUBORDINATE LENDER - COUNTY:

In the presence of:

BARNSTABLE COUNTY  
(Acting by and through its County Commissioners)

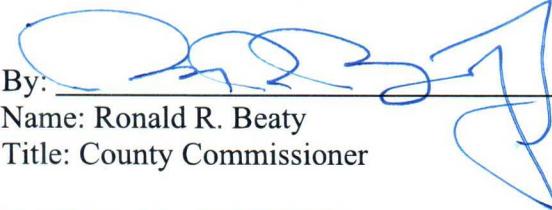
  
\_\_\_\_\_

Witness  
Name:

By:   
\_\_\_\_\_

Name: Ronald Bergstrom  
Title: County Commissioner, Chair

By: \_\_\_\_\_  
Name: Mary Pat Flynn  
Title: County Commissioner, Vice-Chair

By:   
\_\_\_\_\_

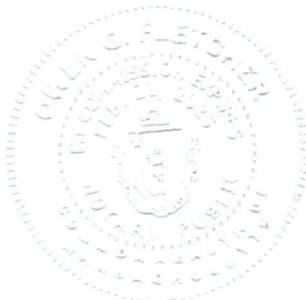
Name: Ronald R. Beaty  
Title: County Commissioner

COMMONWEALTH OF MASSACHUSETTS

County of Barnstable, ss.



On this 18<sup>th</sup> day of December, 2019, before me, the undersigned notary public, Ronald Beaty personally appeared, proved to me through satisfactory evidence of identification, which was: [ ] at least one current document issued by a federal or state government agency bearing the photographic image of the signatory's face and signature, [ ] the oath or affirmation of a credible witness unaffected by the document or transaction who is personally known to me and who personally knows the signatory, or [x] identification of the signatory based on my personal knowledge of the identity of the signatory, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that [he][she] signed it voluntarily for its stated purpose, as County Commissioners for Barnstable County, a body politic and corporate of the Commonwealth of Massachusetts.



  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 02/21/25

*[Canal Bluffs - Phase III: Agreement as to Subordinate Loans - Developer Signature Page & Notary]*

**SUBORDINATE LENDER - DEVELOPER:**  
**PRESERVATION OF AFFORDABLE**  
**HOUSING LLC**

By: \_\_\_\_\_  
Name:  
Title:

**COMMONWEALTH OF MASSACHUSETTS**

County of \_\_\_\_\_, ss.

On this \_\_\_ day of December, 2019, before me, the undersigned notary public, \_\_\_\_\_ personally appeared, proved to me through satisfactory evidence of identification, which was: [ ] at least one current document issued by a federal or state government agency bearing the photographic image of the signatory's face and signature, [ ] the oath or affirmation of a credible witness unaffected by the document or transaction who is personally known to me and who personally knows the signatory, or [ ] identification of the signatory based on my personal knowledge of the identity of the signatory, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that [he][she] signed it voluntarily for its stated purpose, as \_\_\_\_\_ for Preservation of Affordable Housing LLC, a limited liability company, as the voluntary act of said corporation.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

EXHIBIT A  
LEGAL DESCRIPTION

A parcel of land together with the buildings and improvements thereon located in Bourne, Massachusetts bounded and described as follows:

The point of beginning being the southeasterly corner of the Phase III leasehold on the westerly line of Phase II,

Thence along the Phase II lease line, N 00° 00' 00" E for a distance of 127.44 feet;

Thence, continuing along the Phase II lease line, N 5° 47' 19" W for a distance of 163.64 feet;

Thence, continuing along the Phase II lease line, N 26° 43' 13" W for a distance of 221.04 feet to land now or formerly of Bourne Clay LLC.

Thence along land now or formerly of Bourne Clay LLC, S 89° 50' 50" for a distance of 429.81 feet;

Thence along land of several abutters, S 5° 12' 50" E for a distance of 552.43 feet to the Phase I lease line;

Thence along the Phase I lease line, N 89° 44' 40" E for a distance of 163.46 feet;

Thence continuing along the Phase I lease line, S 00° 15' 20" E for a distance of 25.70 feet;

Thence continuing along the Phase I lease line, S 89° 37' 32" E for a distance of 171.38 feet;

Thence continuing along the Phase I lease line, N 53° 11' 17" E for a distance of 136.43;

Thence continuing along the Phase I lease line, N 81° 10' 50" E for a distance of 51.94 feet to the point of beginning.

Phase III Leasehold parcel has an area of 6.24 acres.

Together with the benefit of the Septic Easement granted in the Ground Lease by and between HAC LLC, as Landlord, and Canal Bluffs P3 Preservation Associated Limited Partnership, as Tenant, dated July 31, 2017 and recorded herewith, which location is described in the Septic Easement Agreement by and between HAC, LLC and Drake G. Behrakis, Trustee of Claybourne Trust, under Declaration of Trust dated August 22, 2007 and recorded in Book 22417, Page 1, dated September 30, 2011 and recorded in Book 25740, Page 22 (the "Septic Easement").

Together with the benefit of the Waterline and Utility Easement as set forth in paragraph 3 of the Ground Lease by and between HAC LLC, as Landlord, and Canal Bluffs P3 Preservation Associated Limited Partnership, as Tenant, dated July 31, 2017 and recorded herewith, which location is shown on the plan entitled "Waterline & Utility Easement" attached as Exhibit C to said Ground Lease and the plan entitled "Phase III Access Easement Plan" prepared by Horsley Witten Group dated July 10, 2017 and recorded herewith (the "Waterline and Utility Easement").

Together with the benefit of the 30' Wide Access Easement, as set forth in paragraph 3 of the Ground Lease by and between HAC LLC, as Landlord, and Canal Bluffs P3 Preservation Associates Limited Partnership, as Tenant, dated July 31, 2017 and recorded herewith, which location is shown on the plan entitled "Phase III Access Easement Plan" prepared by Horsley Witten Group dated July 10, 2017 and recorded herewith (30' Wide Access Easement).

Together with the benefit of the Water Easement Agreement by and between HAC LLC and Drake G. Behrakis and Donald P. Quinn, as Trustees of Claybourne Trust udt dated August 22, 2007 and recorded with Barnstable County Registry of Deeds in Book 22417, Page 1, said Agreement dated August 14, 2008 and recorded in Book 23109, Page 215 (the "Water Easement").

Together with the benefit of the Access Easement Agreement by and between HAC LLC and Drake G. Behrakis, Trustee of Claybourne Trust, under Declaration of Trust dated August 22, 2007 and recorded in Book 22417, Page 1, dated September 30, 2011 and recorded in Book 25740, Page 58 (the "Access Easement").

The above-referenced Water Easement and Access Easement are located on the following described parcel of land:

A certain parcel of land situated in Bourne, Barnstable County, Massachusetts, shown as Lot 1 on a plan entitled "Property Line Plan of Land in Bourne, Massachusetts," dated April 1, 1991, revised April 23, 1991, prepared by Bradford Salvetz & Associates, Inc., Braintree, Massachusetts and recorded in Plan Book 489, Page 57.

SCHEDULE A  
SENIOR LOAN DOCUMENTS

**Senior Loan Documents - Senior Loan**

1. First Mortgage Note in the original principal amount of \$3,391,000 from the Borrower to the Agency
2. First Leasehold Mortgage, Security Agreement, Financing Statement (Fixture Filing) and Assignment of Leases and Rents, from the Borrower to the Agency
3. Disposition Agreement between the Agency and the Borrower
4. Regulatory Agreement between the Agency and the Borrower
6. Development Fund Agreement between the Agency and the Borrower
7. UCC-1 Financing Statement

**SCHEDULE B**  
**SUBORDINATE LOAN DOCUMENTS**

**Opportunity Fund Loan Documents\***

1. Opportunity Fund Mortgage Note in the original principal of \$700,000 from the Borrower to the Agency
2. Opportunity Fund Leasehold Mortgage, Financing Statement (Fixture Filing), Security Agreement, and Assignment of Leases and Rents, from the Borrower, as mortgagor, to the Agency, as mortgagee

\*NOTE: The Opportunity Fund Loan is also evidenced and secured by certain of the Senior Loan Documents listed above.

**MassDocs Loan Documents**

1. HOME Promissory Note in the principal amount of \$550,000 from the Borrower to the DHCD
2. AHT Promissory Note in the principal amount of \$1,000,000 from the Borrower to AHT
3. CBH Promissory Note in the principal amount of \$318,000 from the Borrower to CEDAC
4. MassDocs Leasehold Mortgage, Security Agreement and Conditional Assignment of Leases and Rents from the Borrower to DHCD, as Agent Lender
5. MassDocs Loan Agreement between the Borrower and DHCD, as Agent Lender
6. MassDocs Affordable Housing Restriction between the Borrower and DHCD, as Agent Lender
7. Tax Credit Regulatory Agreement between the Borrower and DHCD

**County Loan Documents**

1. Promissory Note in the principal amount of \$250,000 from the Borrower to County
2. Leasehold Mortgage, Security Agreement and Conditional Assignment of Leases and Rents from the Borrower to County
3. Loan Agreement between the Borrower and County
4. Affordable Housing Restriction between the Borrower and County

**Developer Fee Loan Documents**

1. Promissory Note in the principal amount of \$282,500 from the Borrower to the Developer

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

At a regular meeting of the Barnstable County Board of Regional Commissioners, in the Commissioners' Conference Room, in the Superior Courthouse, on the eighteenth day of December, A.D. 2019, motion by Commissioner Beaty to authorize the subordination of a mortgage by Canal Bluffs P3 Preservation Associates Limited Partnership, to Barnstable County, dated July 31, 2017, and recorded with the Barnstable County Registry of Deeds in Book 30670, Page 304, 2nd by Commissioner Bergstrom, approved 2-0-0

Ronald Bergstrom, Chair: Y

Mary Pat Flynn, Vice-Chair: Absent

Ronald R. Beaty, Commissioner: Y

A true copy, Attest, December 18, 2019

 *Janice O'Connell*  
Barnstable County Regional Clerk

# AGENDA ITEM 81

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



Phone: (508) 375-6610

Fax: (508) 375-6854

[www.barnstablecountysepticloan.org](http://www.barnstablecountysepticloan.org)

**MEMORANDUM**

**DATE:** December 16, 2019  
**TO:** Board of Regional Commissioners  
**FROM:** Community Septic Management Loan Program  
**SUBJECT:** Certificates for Dissolving Septic Betterments

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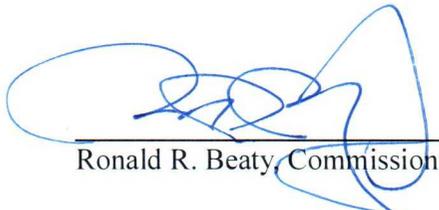
Please execute Certificates for Dissolving Septic Betterments certifying that the betterment assessments upon the hereinafter described parcels of real estate in the Notices of Betterment Assessment recorded in Barnstable County Registry of Deeds or Barnstable Registry District of the Land Court as listed 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

\_\_\_\_\_  
Mary Pat Flynn, Vice-Chair

  
\_\_\_\_\_  
Ronald R. Beaty, Commissioner

12/16/19  
\_\_\_\_\_  
Date

## CERTIFICATES FOR DISOLVING SEPTIC BETTERMENTS FOR 12 /16 /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	Location of Property	
X	X	X	21563	12	9389	132	Assessors Map 115 Parcel 21 949 West Yarmouth Road Yarmouth Port (Yarmouth)	
X	X	X	21608	184	9389	132	Assessors Map 115 Parcel 21 949 West Yarmouth Road Yarmouth Port (Yarmouth)	
X	X	X	28337	219	26397	271	Assessors Map 31 Parcel 17 123 Asa Meigs Road Marstons Mills (Barnstable)	
X	X	X	28839	224	23110	276	Assessors Map 210 Parcel 79 81 Thread Needle Lane Centerville (Barnstable)	
X	X	X	31274	196	27590	144	Assessors Map 040 Parcel 113 22 Stub Toe Road Cotuit (Barnstable)	
1122296	589258 Lots 49 & 1 /54 Int 91-94 Plan 31945-C Sh 4	130907	X	X	X	X	Assessors Map 22 Parcel 174 72 Triangle Circle Sandwich	
1351716	758771 Lot 71 & 72 Plan 4286-A (Plate 11)	152285	X	X	X	X	Assessors Map 39A, Section 07 Parcel 000 Lot 071 55 Cedar Street East Falmouth (Falmouth)	
1374150	1004676 Lot 176 Plan 30561-B Sh 5	177025	X	X	X	X	Assessors Map 58 Parcel 149 56 Shallow Brook Road South Yarmouth (Yarmouth)	

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

At a regular meeting of the Barnstable County Board of Regional Commissioners, in the Commissioners' Conference Room, in the Superior Courthouse, on the eighteenth day of December, A.D. 2019, motion by Commissioner Beaty to authorize the Chair to execute Certificates for Dissolving Septic Betterments, as presented, 2nd by Commissioner Bergstrom, approved 2-0-0

Ronald Bergstrom, Chair: Y

Mary Pat Flynn, Vice-Chair: Absent

Ronald R. Beaty, Commissioner: Y

A true copy, Attest, December 18, 2019

  
*Janice O'Connell*  
Barnstable County Regional Clerk

# AGENDA ITEM 8m

Authorizing the award of a contract to Vanguard Modular Building Systems, in the amount of \$123,390.00, for an Office Trailer to serve as a Mobile Lab for the County Health and Environment Department

# 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:

[jennifer.frates@barnstablecounty.org](mailto:jennifer.frates@barnstablecounty.org)

**Jennifer Frates**  
Chief Procurement Officer

December 11, 2019

#### MEMORANDUM

**TO:** County Commissioners

**FROM:** Jennifer Frates, Chief Procurement Officer

**RE:** Notice of Bid Award - #7891 Mobile Lab Office Trailer

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Barnstable County issued an Invitation for Bid for an Office Trailer to serve as a Mobile Lab for our Health and Environment Department (#7891).

Two bids were received from Vanguard Modular Building Systems and Modulease Corp.

Please vote to award the bid to Vanguard Modular Building Systems as the responsive, responsible bidders offering the lowest price of \$123,390.00

Thank you.

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

At a regular meeting of the Barnstable County Board of Regional Commissioners, in the Commissioners' Conference Room, in the Superior Courthouse, on the eighteenth day of December, A.D. 2019, motion by Commissioner Beaty to authorize the award of a contract to Vanguard Modular Building Systems, in the amount of \$123,390.00, for an Office Trailer to serve as a Mobile Lab for the County Health and Environment Department, as presented, 2nd by Commissioner Bergstrom, approved 2-0-0 transferred

Ronald Bergstrom, Chair: Y

Mary Pat Flynn, Vice-Chair: Absent

Ronald R. Beaty, Commissioner: Y

A true copy, Attest, December 18, 2019

  
*Janice O'Connell*  
Barnstable County Regional Clerk