

DATE: December 12, 2014

TO: Board of Selectmen

FROM: Chuck Hodgkinson

CC: Jim Malkin

SUBJECT: Coastal Zone Management Green Infrastructure for Coastal Resiliency Grants

This requests your approval and signature on the attached two contracts. They are for each of the two grants we received for the Squibnocket project and are due to Coastal Zone Management in Boston by Monday, December 22, 2014.

BACKGROUND

The Town received two separate grants for the Squibnocket Beach and Parking restoration project.

Grant # 1: The first grant was awarded for FY 2015 and expires in six months -- on June 30, 2015. The grant contract and the scope of work for this grant were changed to accommodate the delays we have experienced and a subsequent reduction in the total grant amount from \$280,000 to \$20,000.

Grant # 2: The Town was awarded a new, separate grant for FY 2016 of \$280,000 which expires on June 30, 2016. The attached grant contract and scope of work have been revised to accommodate the best available information and timing and assumes a plan is approved by the Town sometime in February 2015.

Thank you.

COASTAL ZONE MANAGEMENT GREEN INFRASTRUCTURE
FOR COASTAL RESILIENCY GRANT

\$20,000 GRANT EXPIRING JUNE 30, 2015

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the [Executive Office for Administration and Finance \(ANF\)](#), the [Office of the Comptroller \(CTR\)](#) and the [Operational Services Division \(OSD\)](#) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under [Guidance For Vendors - Forms](#) or www.mass.gov/osd under [OSD Forms](#).

CONTRACTOR LEGAL NAME: Town of Chilmark (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office of Energy & Environmental Affairs MMARS Department Code: ENV	
Legal Address: (W-9, W-4,T&C): Chilmark Town Hall, PO Box 119, Chilmark, MA 02535		Business Mailing Address: CZM, 251 Causeway Street, Room 800, Boston, MA 02114	
Contract Manager: Chuck Hodgkinson		Billing Address (if different):	
E-Mail: chodgkinson@chilmarkma.gov		Contract Manager: Julia Knisel	
Phone 508-645-2114	Fax:	E-Mail: Julia.Knisel@state.ma.us	
Contractor Vendor Code: VC6000191752		Phone: 617 626-1191	Fax: 617-626-1240
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): CT ENV	
RFR/Procurement or Other ID Number: ENV 14 CZM 07			
<input checked="" type="checkbox"/> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form , scope, budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)		<input type="checkbox"/> CONTRACT AMENDMENT Enter Current Contract End Date Prior to Amendment: _____, 20____. Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$280,000.00			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: X ___agree to standard 45 day cycle ___ statutory/legal or Ready Payments (G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy .)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications. Green Infrastructure grant. <i>Squibnocket Town Beach expansion and restoration, The town will add sand and other sediment to build up the Squibnocket Town Beach and construct a beach parking area that is naturally protected from erosion to provide enhanced public access and protection for a coastal road.</i>			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date . <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date . <input type="checkbox"/> 3. were incurred as of _____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>06/30/2015</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions , this Standard Contract Form including the Instructions and Contractor Certifications , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: Kevin Miller Print Title: Director, Capital and Federal Finance	



ATTACHMENT B
Project Budget

The Town of Chilmark shall be paid an amount of \$20,000 as a grant per an award under **RFR ENV 14 CZM 07** (Green Infrastructure Grant Program). Payment will be made in accordance with the following schedule:

FY 2015	\$20,000.00	Upon reimbursement request from the municipality, after partial and/or final completion of work, from funds available in Appropriation Account Number 2000-7018.
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COMMONWEALTH OF MASSACHUSETTS

CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May

2004



CONTRACTOR LEGAL NAME :

CONTRACTOR VENDOR/CUSTOMER CODE:

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

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

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

AUTHORIZED SIGNATORY NAME	TITLE

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

Signature

Date:

Title:

Telephone:

Fax:

Email:

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

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

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May

2004



CONTRACTOR LEGAL NAME :

CONTRACTOR VENDOR/CUSTOMER CODE:

PROOF OF AUTHENTICATION OF SIGNATURE

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

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

Signatory's full legal name (print or type):

Title:

X _____

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

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

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

_____, 20 ____.

My commission expires on:

AFFIX NOTARY SEAL

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

_____, 20 ____.

AFFIX CORPORATE SEAL

Scope of Services
CZM Green Infrastructure for Coastal Resilience Pilot Grants Program
Town of Chilmark
October 28, 2014
REVISED December 12, 2014

Contractor

Chuck Hodgkinson
Conservation Commission
401 Middle Road, P.O. Box 119, Chilmark, MA
508-645-2114
chodgkinson@chilmarkma.gov

Project Title

Squibnocket Town Beach Expansion, Restoration

Summary

The Town of Chilmark's Squibnocket Beach is currently only accessible at low-tide due to aggressive erosion and rising sea level. The project will hire consultants to complete an assessment of coastal wildlife habitat and natural resources and evaluate options and alternatives for relocating a beach parking lot to an area that is naturally protected from erosion. The project will provide an opportunity for the Squibnocket Farm Homeowner's Association to plan to construct a safe and reliable way to access their homes.

Scope

As described in the application to the Green Infrastructure for Coastal Resilience Pilot Grants Program, the following tasks will be performed under this contract:

Task	Description	Deliverable	Deliverable Due Date
1 Prepare final scope of work and contract	Finalize scope of work and sign contract. Receive copy of signed contract from EEA.	Final scope of work and signed contract	December 31, 2014
2 Prepare RFR for consultant services	Prepare RFR for consultant services to review the current plan and other alternatives for the parking lot location and assess wildlife habitat and vegetation.	Consultant RFR, bid documents	September 22, 2014
3 Select consultant and award contract	Review and evaluate consultant proposals, interview candidates, and award consultant contract.	Consultant contract	November 10, 2014
4 Evaluate plans and alternatives for parking lot location	Evaluate plans and alternatives for parking lot location.	Voter approval of the recommended plan	February 28, 2015

5	Assess coastal resources and habitat	Identify and assess wildlife habitat and vegetation and other resource areas potentially impacted by project.	Final coastal resources assessment report	February 9, 2015
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Budget and Schedule

	Deliverable	Deliverable Due Date	Grant	Match	Total	Invoice Due Date
1	Final scope of work and signed contract	December 31, 2014				January 31, 2015
2	Consultant RFR, bid documents	September 22, 2014				January 31, 2015
3	Consultant contract	November 10, 2014				March 31, 2015
4	Voter approval of the recommended plan	February 28, 2015				March 31, 2015
5	Final coastal resources assessment report	June 30, 2015				June 30, 2015
TOTAL			\$20,000	\$6,670	\$26,670	

Reimbursement

To receive grant funding, the applicant must have agreed to the fiscal requirements of the program by providing a statement from the authorized signatory of the organization acknowledging and accepting the following:

- Matching funds, in cash or in-kind, must total at least 25% of the total project cost.
- Funding is provided on a reimbursement basis only upon receipt of a reimbursement package as described below. Advanced payments shall not be made. No payments will be made for Massachusetts sales tax.
- Work done prior to the project start date (the date issued and signed by the Commonwealth's Department Authorized Signatory) shall NOT be reimbursed.
- Invoices for work conducted prior to **June 30, 2014** must be received by no later than **July 31, 2014**.
- No funds will be granted for work performed after **June 30, 2015**. Requests for reimbursement will NOT be accepted after **July 31, 2015**.

The contractor must submit a reimbursement package containing the following items:

1. An **original** letter from the contractor with the contractor's authorized signatory requesting reimbursement.
2. All invoices requesting payment, including those from subcontractors. Invoices must itemize costs consistent with the agreed upon scope of work. Invoices must demonstrate sufficient information for CZM to determine that the services were performed and/or products were received, and that the invoiced items meet all contractual performance requirements.

3. A detailed breakdown of the required match for the project. For in-kind services, include sufficient details to demonstrate the total amounts of match contributed, and as appropriate, a list of personnel, hours worked, hourly rate, etc.

Reimbursement packages should be submitted according to the above schedule, and reflect work performed according to the schedule of deliverables included in the project budget. Reimbursement is generally made within 45 days subsequent to approval of a reimbursement package.

CZM will retain a minimum of ten percent (10%) of the total maximum obligation of funds until all contract provisions are satisfied and final reports and other products are delivered and accepted.

COASTAL ZONE MANAGEMENT GREEN INFRASTRUCTURE
FOR COASTAL RESILIENCY GRANT

\$280,000 GRANT EXPIRING JUNE 30, 2016

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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CONTRACTOR LEGAL NAME: Town of Chilmark (and d/b/a):	COMMONWEALTH DEPARTMENT NAME: Executive Office of Energy & Environmental Affairs MMARS Department Code: ENV
Legal Address: (W-9, W-4,T&C): Chilmark Town Hall, PO Box 119, Chilmark, MA 02535	Business Mailing Address: CZM, 251 Causeway Street, Room 800, Boston, MA 02114
Contract Manager: Chuck Hodgkinson	Billing Address (if different):
E-Mail: chodgkinson@chilmarkma.gov	Contract Manager: Patricia Bowie
Phone 508-645-2114 Fax:	E-Mail: Patricia.Bowie@state.ma.us
Contractor Vendor Code: VC6000191752	Phone: 617 626-1186 Fax: 617-626-1240
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address ID must be set up for EFT payments.)	MMARS Doc ID(s): CT ENV RFR/Procurement or Other ID Number: ENV 15 CZM 04
<input checked="" type="checkbox"/> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form , scope, budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)	<input type="checkbox"/> CONTRACT AMENDMENT Enter Current Contract End Date Prior to Amendment: _____, 20____. Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services	
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$280,000.00	
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: X ___agree to standard 45 day cycle ___ statutory/legal or Ready Payments (G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy .)	
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications. FY15 Green Infrastructure grant. <i>Squibnocket Town Beach expansion and restoration.</i>	
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date . <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date . <input type="checkbox"/> 3. were incurred as of _____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.	
CONTRACT END DATE: Contract performance shall terminate as of 06/30/2016 , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.	
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions , this Standard Contract Form including the Instructions and Contractor Certifications , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.	
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____	AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: Kevin Miller Print Title: Director, Capital and Federal Finance

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



ATTACHMENT B Project Budget

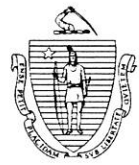
The Town of Chilmark shall be paid an amount of \$280,000 as a grant per an award under **RFR ENV 15 CZM 04** (FY15 Green Infrastructure Grant Program). Payment will be made in accordance with the following schedule:

FY 2015	\$0.00	Upon reimbursement request from the municipality, after partial and/or final completion of work, from funds available in Appropriation Account Number 2000-7018.
FY 2016	\$280,000.00	Upon reimbursement request from the municipality, after partial and/or final completion of work, from funds available in Appropriation Account Number 2000-7018.

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May

2004



CONTRACTOR LEGAL NAME :

CONTRACTOR VENDOR/CUSTOMER CODE:

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

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

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

AUTHORIZED SIGNATORY NAME	TITLE

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

Signature

Date:

Title:

Telephone:

Fax:

Email:

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

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

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May

2004



CONTRACTOR LEGAL NAME :

CONTRACTOR VENDOR/CUSTOMER CODE:

PROOF OF AUTHENTICATION OF SIGNATURE

This page is optional and is available for a department to authenticate contract signatures.

**It is recommended that Departments obtain authentication of signature for the signatory
who submits the Contractor Authorized Listing.**

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

Signatory's full legal name (print or type):

Title:

X

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

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

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

_____, 20 ____.

My commission expires on:

AFFIX NOTARY SEAL

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

_____, 20 ____.

AFFIX CORPORATE SEAL

Scope of Services
CZM Green Infrastructure for Coastal Resilience Grant Program
Town of Chilmark
December 12, 2014

Contractor

Chuck Hodgkinson
Town Administration
401 Middle Road, P.O. Box 119, Chilmark, MA 02535
(508) 645-2114
chodgkinson@chilmarkma.gov

Project Title

Squibnocket Town Beach Expansion and Restoration

Summary

The Town of Chilmark will continue work to expand and restore Squibnocket Town Beach and relocate the beach parking area to a location that is naturally protected from erosion. The requested funding will be used to advance the planning, permitting, restoration, and construction needs. The Town is using its current FY14 Green Infrastructure grant to hire consultants to perform wildlife and natural resource assessments and evaluate options and alternative locations for the new beach parking area. The project will additionally provide an opportunity to construct an elevated roadway for enhanced public access and protection of a coastal road.

Scope

As described in the application to the Green Infrastructure for Coastal Resilience Grant Program, the following tasks will be performed under this contract:

Task	Description	Deliverable	Deliverable Due Date
1 Approve land acquisition if needed and beach lease expenses, including legal work	Obtain voter approval for additional Town funding needed for the project, including Community Preservation Act fund appropriations of \$350,000 for possible parking area land acquisition and \$410,000 for additional beach lease.	Parking land acquisition (if needed) and beach lease	October 30, 2015
2 Surveying, Engineering, Permitting	Survey parking area, beach, skiff launch and prepare engineering plans for construction. Obtain required permits.	Survey and design plans, permits	December 31, 2015
3 Construction of new parking area and site amenities	Clear and construct new beach parking, stabilize surface, install parking amenities, create walking path to beach, construct seasonal walkway, create skiff launch path, and plant parking area screening.	New beach parking area and amenities	June 30, 2016

4	Remove current parking surface, restore area and habitat	Remove and restore current parking area, including disposal of existing surface, creating new turnaround, grading new lot, delivery and spread of topsoil, and landscaping.	Removal of existing parking area, habitat restoration	June 30, 2016
5	Revetment removal, beach restoration	Return the current beach to its natural state by removing the 210' rock revetment and renourish the beach with sand and native vegetation.	Removal of existing revetment, re-nourish beach	June 30, 2016

Budget and Schedule

	Deliverable	Deliverable Due Date	Grant	Match	Total	Invoice Due Date
1	Parking acquisition and Beach lease	October 30, 2015	\$0	\$410,000 to \$760,000 (CPA Open Space Fund)	\$410,000 to \$760,000	June 30, 2015
2	Survey and design plans, permits	December 31, 2015	\$15,000	\$0	\$15,000	January 31, 2016
3	New beach parking area and amenities	June 30, 2016	\$100,000	\$0	\$100,000	June 30, 2016
4	Removal of existing parking area, habitat restoration	June 30, 2016	\$100,000	\$0	\$100,000	June 30, 2016
5	Removal of existing revetment, renourish beach	June 30, 2016	\$65,000	\$0	\$65,000	June 30, 2016
TOTAL			\$280,000	\$410,000 to \$760,000	\$690,000 to \$1,170,000	

Reimbursement

To receive grant funding, the applicant must have agreed to the fiscal requirements of the program by providing a statement from the authorized signatory of the organization acknowledging and accepting the following:

- Matching funds, in cash or in-kind, must total at least 25% of the total project cost.
- Funding is provided on a reimbursement basis only upon receipt of a reimbursement package as described below. Advanced payments shall not be made. No payments will be made for Massachusetts sales tax.
- Work done prior to the project start date (the date issued and signed by the Commonwealth's Department Authorized Signatory) shall NOT be reimbursed.
- Invoices for work conducted prior to **June 30, 2015** must be received by no later than **July 31, 2015**.
- No funds will be granted for work performed after **June 30, 2016**. Requests for reimbursement will NOT be accepted after **July 31, 2016**.

The contractor must submit a reimbursement package containing the following items:

1. An **original** letter from the contractor with the contractor's authorized signatory requesting reimbursement.
2. All invoices requesting payment, including those from subcontractors. Invoices must itemize costs consistent with the agreed upon scope of work. Invoices must demonstrate sufficient information for CZM to determine that the services were performed and/or products were received, and that the invoiced items meet all contractual performance requirements.
3. A detailed breakdown of the required match for the project. For in-kind services, include sufficient details to demonstrate the total amounts of match contributed, and as appropriate, a list of personnel, hours worked, hourly rate, etc.

Reimbursement packages should be submitted according to the above schedule, and reflect work performed according to the schedule of deliverables included in the project budget. Reimbursement is generally made within 45 days subsequent to approval of a reimbursement package.

CZM will retain a minimum of ten percent (10%) of the total maximum obligation of funds until all contract provisions are satisfied and final reports and other products are delivered and accepted.