


DATE: December 10, 2015  
TO: Board of Selectmen  
FROM: Chuck Hodgkinson   
SUBJECT: Revised FY 2016 Squibnocket Project Grant Contracts

This requests your signature on the attached revised FY 2016 contract (2 copies) for the Town's Coastal Zone Management (CZM) Green Infrastructure for Coastal Resilience Grant.

**Background**

The Town received a \$280,000 grant in FY 2015 for the fund the permitting, design and construction of the Town's Squibnocket Beach Project. The time required to obtain Town Meeting approval only allowed us to spend \$20,000 of the total amount in FY 2015.

We re-applied and received a second grant for \$280,000 for FY 2016. The time needed to get to the MEPA permitting phase submitted further inhibited the Town's ability to start construction and spend the \$280,000 by June 30, 2016.

Consequently, CZM lowered the Town's FY 2016 grant amount from \$280,000 to \$52,000. It also encouraged the Town to apply a third grant to cover the balance of funds needed--if the grant program is offered for FY 2017. The application deadline for FY 2017 grant applications has not been established. Previously they were in October.

The attached revised FY 2016 contract reflects the revised scope of work and lowered grant amount to \$52,000.

**Scope of Services**  
**CZM Green Infrastructure for Coastal Resilience Grant Program**  
**Town of Chilmark**  
**Revised December 10, 2015**

**Contractor**

Chuck Hodgkinson  
Town Administration  
401 Middle Road, P.O. Box 119, Chilmark, MA 02535  
(508) 645-2114  
[chodgkinson@chilmarkma.gov](mailto: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 survey the parking area, beach, and skiff launch and prepare engineering plans for construction. 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 beach legal expenses and lease payment	The Town has purchased two parcels of land to relocate the parking lot landward for \$350,000. The Town has also signed a new 100-year ground lease for the existing Squibnocket Beach plus an additional ¼ mile of beach to the west. The estimated total cost including related expenses is \$275,000.	Beach and parking lease	Completed October 6, 2015
2 Design and ENF Preparation	Prepare permit-level design plans and ENF for submission to MEPA. Advertise as necessary and file associated fees.	Permit-level design plans; ENF	Submitted October 15, 2015
3 Design and permitting amendments	Obtain and respond to ENF comments; revise design plans and file additional permits (Conservation Commission and Martha's Vineyard Commission).	Amended design plans and additional permit applications	December 15, 2016
4 Construction plans and bidding expenses	Prepare construction-level design drawings and bid specifications.	Construction-level designs, specifications	June 15, 2016

5	Final Archaeological Surveys	Complete final archaeological surveying needed for relocating the parking lot.	Archaeological survey report	June 15, 2016
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	Deliverable	Deliverable Due Date	Grant	Match	Total	Invoice Due Date
1	Beach and parking lease	October 6, 2015	\$2,700.00	\$318,330 <sup>1</sup>	\$321,030.00	Submitted July 7, 2015
2	Permit-level design plans; ENF	October 15, 2015	\$11,300.00	\$0		Submitted July 7 and December 1, 2015
3	Amended design plans and additional permit applications	December 15, 2015	\$4,000.00	\$0		June 30, 2016
4	Construction-level designs and specifications; bidding documents	June 15, 2016	\$12,000.00	\$0		June 30, 2016
5	Archaeological survey report	June 15, 2016	\$22,000.00	\$0		June 30, 2016
<b>TOTAL</b>			<b>\$52,000.00</b>	<b>\$318,330.00</b>	<b>\$321,030.00</b>	

<sup>1</sup> Total match contributed is \$325,000, split between FY14 and FY15. (FY14 match amount is minimum 25% of total project cost, or \$6,670. FY15 match amount is the remaining balance, or \$318,330.)

### 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.

# 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](http://www.mass.gov/osc) under [Guidance For Vendors - Forms](#) or [www.mass.gov/osd](http://www.mass.gov/osd) under [OSD Forms](#).

<b>CONTRACTOR LEGAL NAME:</b> Town of Chilmark (and d/b/a):		<b>COMMONWEALTH DEPARTMENT NAME:</b> Executive Office of Energy & Environmental Affairs <b>MMARS Department Code:</b> ENV	
<b>Legal Address:</b> (W-9, W-4,T&C): Chilmark Town Hall, PO Box 119, Chilmark, MA 02535		<b>Business Mailing Address:</b> CZM, 251 Causeway Street, Room 800, Boston, MA 02114	
<b>Contract Manager:</b> Chuck Hodgkinson		<b>Billing Address</b> (if different):	
<b>E-Mail:</b> <a href="mailto:chodgkinson@chilmarkma.gov">chodgkinson@chilmarkma.gov</a>		<b>Contract Manager:</b> Patricia Bowie	
<b>Phone</b> 508-645-2114	<b>Fax:</b>	<b>E-Mail:</b> <a href="mailto:Patricia.Bowie@state.ma.us">Patricia.Bowie@state.ma.us</a>	
<b>Contractor Vendor Code:</b> VC6000191752		<b>Phone:</b> 617 626-1186	<b>Fax:</b> 617-626-1240
<b>Vendor Code Address ID</b> (e.g. "AD001"): AD001 (Note: The Address Id Must be set up for <a href="#">EFT</a> payments.)		<b>MMARS Doc ID(s):</b> CT ENV 1222*915 <b>RF/Procurement or Other ID Number:</b> ENV 15 CZM 04	
<input type="checkbox"/> <b>NEW CONTRACT</b> <b>PROCUREMENT OR EXCEPTION TYPE:</b> (Check one option only) <input type="checkbox"/> <b>Statewide Contract</b> (OSD or an OSD-designated Department) <input type="checkbox"/> <b>Collective Purchase</b> (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> <b>Department Procurement</b> (includes State or Federal grants <a href="#">815 CMR 2.00</a> ) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <b>Emergency Contract</b> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach <a href="#">Employment Status Form</a> , scope, budget) <input type="checkbox"/> <b>Legislative/Legal or Other:</b> (Attach authorizing language/justification, scope and budget)		<input checked="" type="checkbox"/> <b>CONTRACT AMENDMENT</b> Enter Current Contract End Date <i>Prior</i> to Amendment: _____, 20____. Enter Amendment Amount: \$ <u>(-)228,000.00</u> (or "no change") <b>AMENDMENT TYPE:</b> (Check one option only. Attach details of Amendment changes.) <input checked="" type="checkbox"/> <b>Amendment to Scope or Budget</b> (Attach updated scope and budget) <input type="checkbox"/> <b>Interim Contract</b> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach any updates to scope or budget) <input type="checkbox"/> <b>Legislative/Legal or Other:</b> (Attach authorizing language/justification and updated scope and budget)	
The following <b>COMMONWEALTH TERMS AND CONDITIONS</b> (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			
<b>COMPENSATION:</b> (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"/> <b>Rate Contract</b> (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"/> <b>Maximum Obligation Contract</b> Enter Total Maximum Obligation for total duration of this Contract (or <i>new</i> Total if Contract is being amended). <u>\$52,000.00</u>			
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through <a href="#">EFT</a> 45 days from invoice receipt. Contractors requesting <b>accelerated</b> 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 ( <a href="#">G.L. c. 29, § 23A</a> ); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See <a href="#">Prompt Pay Discounts Policy</a> .)			
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (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. Squibnocket Town Beach expansion and restoration. Scope change from construction to design, permitting, surveying, archaeological survey costs.			
<b>ANTICIPATED START DATE:</b> (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 <b>Effective Date</b> (latest signature date below) and <b>no</b> obligations have been incurred <b>prior</b> to the <b>Effective Date</b> . <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date <b>LATER</b> than the <b>Effective Date</b> below and <b>no</b> obligations have been incurred <b>prior</b> to the <b>Effective Date</b> . <input type="checkbox"/> 3. were incurred as of _____, 20____, a date <b>PRIOR</b> to the <b>Effective Date</b> below, and the parties agree that payments for any obligations incurred prior to the <b>Effective Date</b> 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.			
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>06/30/2016</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.			
<b>CERTIFICATIONS:</b> 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 <a href="#">Contractor Certifications</a> (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 <a href="#">Commonwealth Terms and Conditions</a> , this Standard Contract Form including the <a href="#">Instructions and Contractor Certifications</a> , 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 <a href="#">801 CMR 21.07</a> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b>  X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)  Print Name: _____ Print Title: _____		<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b>  X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)  Print Name: William Nichols _____ Print Title: Controller, EEA _____	



**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:

<b>FY 2015</b>	<b>\$20,000.00</b>	Completed June 30, 2015
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