

Town Administrator Report
July 9, 2019

The following is a summary of the major activities of the Office of the Town Administrator for the previous week.

- 1. Correspondence RE: Economic Development Bond Bill and Environmental Bond Bill** -As I have previously reported I am currently working with our legislative delegation and State officials to attempt to have funding authorized under the Economic Development Bond Bill and the Environmental Bond Bill for the Town of Oak Bluffs placed into the Governor's capital spending plan for the upcoming year. Attached please find correspondence that I have sent to Secretary Mike Kennealy of the Executive Office of Housing and Community Development regarding funding for the North Bluff ferry area improvements. I have also attached my correspondence to Secretary Kathleen Theoharides of the Executive Office of Energy and Environmental Affairs regarding funding for the restoration of the East Chop Bluff. My next step is to involve the Lt. Governor's office in attempting to establish a site visit to bring State Officials out here to walk these areas and to gain a true first-hand perspective on the need for these important projects. I will keep Board members apprised of our progress, and your support and participation in our continuing efforts will be extremely valuable.

- 2. Municipal Vulnerability Program Grant Award** –I am pleased to announce that the Town has officially been awarded a Municipal Vulnerability Preparedness Program Action Grant from the Executive Office of Energy and Environmental Affairs in the amount of \$2,069,310 to complete work on the Beach Nourishment Project for the North Bluff. I believe this was the largest program award in our area. As you know this is a critically important project to restore the historic beach at the North Bluff as well as to provide additional protection and buffering in the areas of the new seawall from coastal erosion. My special thanks go to our Conservation Agent, Liz Durkee, who did a wonderful job preparing the grant application for this project. It should be noted that the total project cost is \$2,759,080, which requires a local match of \$689,770, which I recommend be appropriated by a bond authorization for a November 2019 Special Town Meeting. I anticipate that funds to repay this note will be available from revenues derived from the short-term rental tax, which may help us in addressing some of the backlog of capital projects that we have not been able to fit in the budget under proposition 2 ½. Other projects in this category include park and ride development, downtown sidewalks and streetscape improvements, and potential land acquisition for parking. As I have previously reported, a major obstacle to completing this project within our deadline of the current fiscal year is the federal permitting that we have worked years to get. While hoping not to jinx the project, I am also happy to report that we have received correspondence from the Army Corps. of Engineers stating that they anticipate issuing a permit by the end of the summer.

- 3. Town Hall Walk-Through** -Our Town Hall architectural design firm, ICON Architectural has completed its site visit and walk-through at the Town Hall along with their engineering and technical staff. They have indicated that they will be completing an approximately five-week review period and have established the goal of reporting back to the Board of Selectmen with their preliminary findings and feasibility assessment within that time frame. ICON's project manager, Stephen Moore, has kept me updated regarding their progress and he has informed me that they are on schedule to have their initial report by July 19. I have also forwarded to his attention information regarding a State program for handicap accessibility which is a major problem for the current Town Hall. Based on the Board's support for our ADA self-assessment plan, the Town is not only eligible to continue to receive the state and federal grants as we have in the past, we are also eligible for construction funds up to \$250,000 for structural handicap accessibility improvements to our existing buildings. I am in hopes that we can work some grant support into our Town Hall improvement project to assist local taxpayers in improving our facility.
- 4. Oak Bluffs School Construction Update**-Work has started in earnest on the Oak Bluffs School Roof construction project. To help orient you toward the progress to date, I have attached a copy of the budget update as of the most recent billing, along with a copy of the draft-form pencil requisition for an additional \$2.3 million in billing for work completed. I have also included a copy of the construction progress meeting minutes from June 25. We have our next construction progress meeting scheduled for Tuesday, July 9, and I will gauge our most up-to-date progress on this fast-moving project to bring up any items of note to keep you updated. We are currently within our budget and have not been faced with any major change orders to date, although it is still too early to make predictions in this area. I have been very impressed with our design team and project manager in their ability to direct the efforts of the general contractor in terms of solving any problems and keeping the project on track without additional costs. I will continue to keep you updated regarding the progress on the project.
- 5. Meeting with MassDevelopment**-On Monday, July 1 I met here in Oak Bluffs with Mary Ellen DeFrias, the Vice President for Community Development from MassDevelopment to discuss the capital projects and community development initiatives of the Town. MassDevelopment is the quasi-state economic and community development agency that has programs to offer municipal governments technical and funding assistance with important economic development initiatives. As a result, it is critical to keep them informed of our local issues so that if we align with any of their available resources, we are able to move fairly quickly to request assistance. As you know I had asked their real estate division for assistance dealing with the Island Theater, but our major obstacle there is our lack of site control. They will be trying to assist us with reviewing streetscape issues and solidifying the bond bill funding for economic development. I will continue to maintain these strong relationships with funding resources in the hopes that the future will bring more opportunities to gain important resources for our Town as our projects align with statewide funding availability.



TOWN OF OAK BLUFFS

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Board of Selectmen

Brian C. Packish, *Chairman*
Jason Balboni
Gail M. Barmakian
Gregory A. Coogan
Michael J. Santoro

June 25, 2019

Mike Kennealy, Secretary
Executive Office of Housing and Economic Development
1 Ashburton Place, Room 2101
Boston, MA 02108

Robert L. Whritenour, Jr.
Town Administrator

Dear Secretary Kennealy:

I am writing to request that the Executive Office of Housing and Economic Development include in the Governor's 2020-2024 Capital Investment Plan certain investments authorized by the Legislature as a part of Economic Development Bond Bill, Chapter 228 of the Acts of 2018. Within item 7002-1120 of that Act, the language relevant to this request reads: "*provided further, that \$1,000,000 shall be expended for the town of Oak Bluffs for improvements to the North Bluff ferry terminal area*".

An investment from the Commonwealth would enable work to begin on the North Bluff Ferry Terminal in Oak Bluffs. This project has been the subject of intensive town planning efforts for the past six years which have included a detailed Streetscape Planning Process from 2013-2015, the recommendations of which were reinforced through the community's Master Plan completed in 2019. The North Bluff plan is perhaps the single most critical economic development project on the Island of Martha's Vineyard as it capitalizes on the extensive public ownership of waterfront space at the entrance and along Oak Bluffs Harbor which is the welcoming point for many thousands of visitors during the summer season. The project will improve ferry logistics and create a positive welcoming experience for island visitors, stressing safety and strengthening pedestrian connections and the smooth flow of traffic. The goals of the North Bluffs project include:

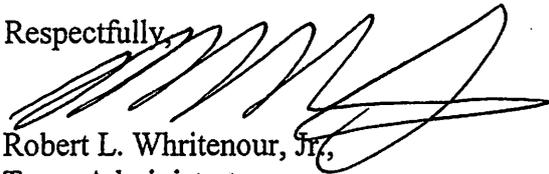
1. Creation of a safe and attractive pedestrian walkway from the Island Queen ferry embarkation point through Circuit Avenue Extension to the Strand Theater and beginning of the business district.
2. Increasing signage and wayfinding in multiple locations to enhance the visitor experience and anticipation by augmenting the wayfinding project supported through the Mass Office of Travel and Tourism.
3. Connecting the Harbor walkway with the seawall boardwalk project to create a safe and beautiful public ocean-front pedestrian walkway linking critical entry points along the wonderful resource areas of the community with the downtown business area from two different directions while at the same time creating an additional attraction for the enhanced experience of the visitor.
4. Reconfiguring the ferry pedestrian traffic and queuing to provide a safe, enjoyable and orderly process for embarkation, debarkation and waiting.
5. Reconfigure the bus/taxi/parking staging areas for safe and orderly flow in peak periods.

6. Better manage peak traffic patterns and improve parking, traffic flow and the creation of safe and attractive pedestrian walkways.

This project also dovetails perfectly with additional work completed through our partnership with the Seaport Advisory Commission to create an oceanfront boardwalk project linking the North Bluff ferry terminal area with the Steamship Authority ferry terminal area and creating an attractive pedestrian walkway linking our many visitors with the commercial downtown area of shops and restaurants. The comprehensive planning we have accomplished for our downtown economic development activities has created the tremendous synergy from completing the building blocks of the overall plan that each contribute to major cumulative improvements for enhancing our overall downtown visitor experience.

Thank you for your consideration of this request. I would greatly appreciate notice of any opportunities to submit comment or testimony regarding the Capital Investment Plan. Please do not hesitate to reach out if there is additional information that I could provide.

Respectfully,



Robert L. Whritenour, Jr.
Town Administrator

CC: Governor Charlie Baker
Massachusetts State House
24 Beacon Street, Room 280
Boston, MA 02133

Senator Julian Cyr
Massachusetts State House
24 Beacon Street, Room 218
Boston, MA 02133



DOWNTOWN / STREETSCAPE

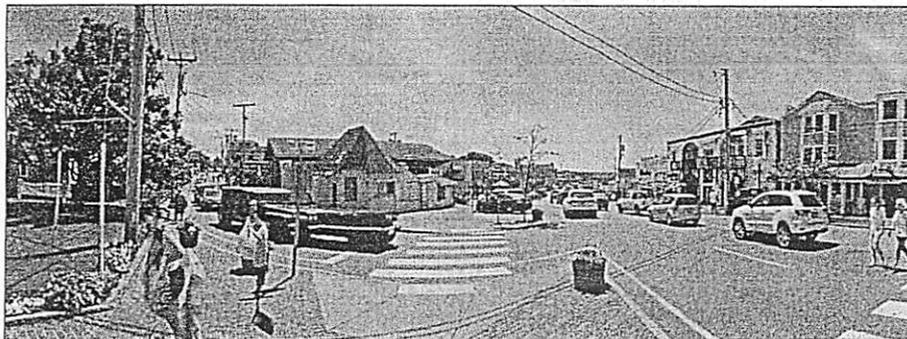
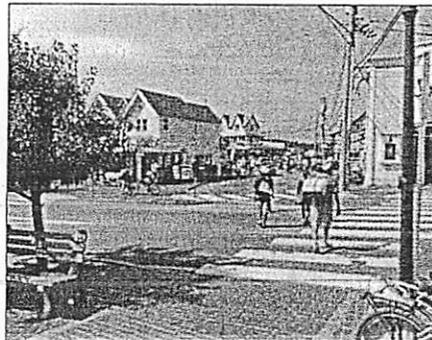
Overview

This booklet regarding Downtown was prepared as part of the process of formulating a Master Plan for Oak Bluffs.

Circuit Avenue at Healey Plaza



Crosswalk At Oak Bluffs Avenue



Reference Materials

1. Streetscape Master Plan, (2015)
2. Oak Bluffs Zoning Bylaw
3. Oak Bluffs Master Plan (1998)
4. Martha's Vineyard Island Plan (MVC, 2010)

Overview

This "briefing booklet" has been prepared as part of the process of preparing an update to the 1998 Master Plan for Oak Bluffs.

This booklet is intended to provide some context about this topic for the members of the Master Plan Update Committee and others.

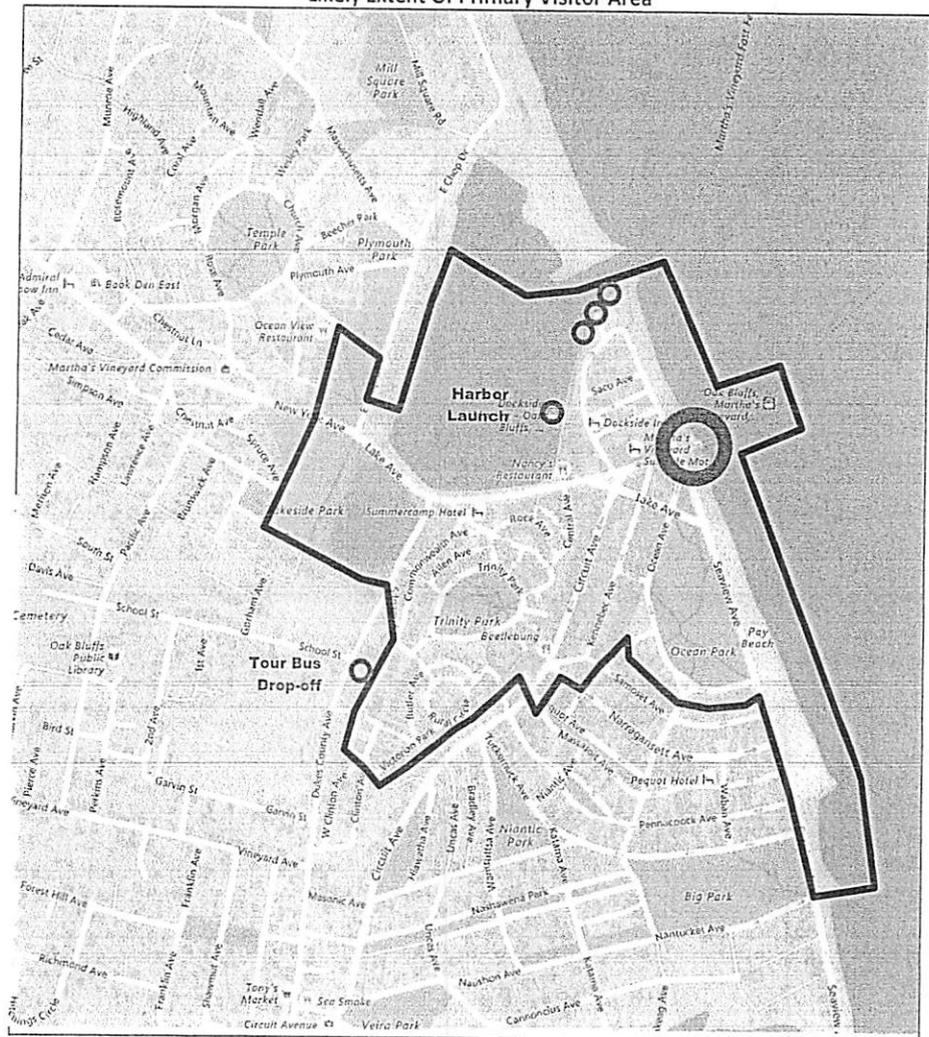
Context

Downtown is the main activity center and focal point in Oak Bluffs for both residents and visitors.

Primary Visitor Area

While residents are very familiar with “downtown”, visitors (especially first time visitors) have to orient themselves to the community when they arrive. The map below shows the likely extent of the “primary visitor area” in Oak Bluffs. While some visitors may take buses or ride services (taxi, shuttle, Uber, etc.) to other parts of Martha’s Vineyard, people who visit here would perceive this area in forming their overall impression of Oak Bluffs.

Likely Extent Of Primary Visitor Area



Public and Private Realms

It is important to note that Downtown has two main components:

- The “public realm” - includes the public streets, sidewalks, and properties (and private properties which are generally considered open to the public such as the Martha’s Vineyard Camp Meeting Association), and
- The “private realm” – which encompasses all privately-owned properties.

Impressions of community character are enhanced when both the public realm and the private realm are reasonably consistent in terms of appearance, function, etc. Both “realms” must support each other in a symbiotic relationship.

In terms of the “public realm”, Oak Bluffs completed a “streetscape master plan” in 2015 which identified possible improvements to enhance the downtown experience. These would generally occur through government spending / investment.

Improvements within the “private realm” are undertaken by property owners (and funded / financed by them) when it is:

- legally permissible (such as zoning bylaw or other limitations),
- physically possible (such as soil capability or utility capacity),
- appropriately supported (such as market need), and
- financially beneficial.

Private Realm
(most black boxes below are privately owned buildings and part of the “private realm”)



Public Realm
(streets and key areas (colored below) are considered part of the “public realm”)



Public Realm Improvements

Improvements within the public realm generally occur by:

- grants (Oak Bluffs recently received a \$1 million grant for downtown improvements),
- public funds,
- dedicated revenue streams (such as the SSA embarkation fee),
- district property owners (through taxing districts or public-private partnerships),
- improvements associated with private development, or
- a combination of the above.

Private Realm

The Zoning Bylaw is instrumental in guiding the improvements within the private realm.

Are there any other changes that should be considered with regard to the Zoning Bylaw?

Do we have good design controls in place?

Highlights

- Strengthen gateway features at:
 - Steamship Pier
 - Island Queen / Patriot / Fast Ferry
 - Oak Bluff Avenue at Circuit Avenue
 - Circuit at Kennebec
- Strengthen connections from Steamship Pier to Information Booth at Oak Bluff Avenue and Circuit Avenue
- Strengthen connections from Harbor to Information Booth at Oak Bluff Avenue and Circuit Avenue along Harbor and along Circuit Avenue Extension
- Open up Healey Square (remove planters, create a pedestrian bump-out into Circuit Avenue, create view to Ocean Park)
- Install new sidewalks along Ocean Park
- Strengthen connections to MVCMA (3 locations)

Connections

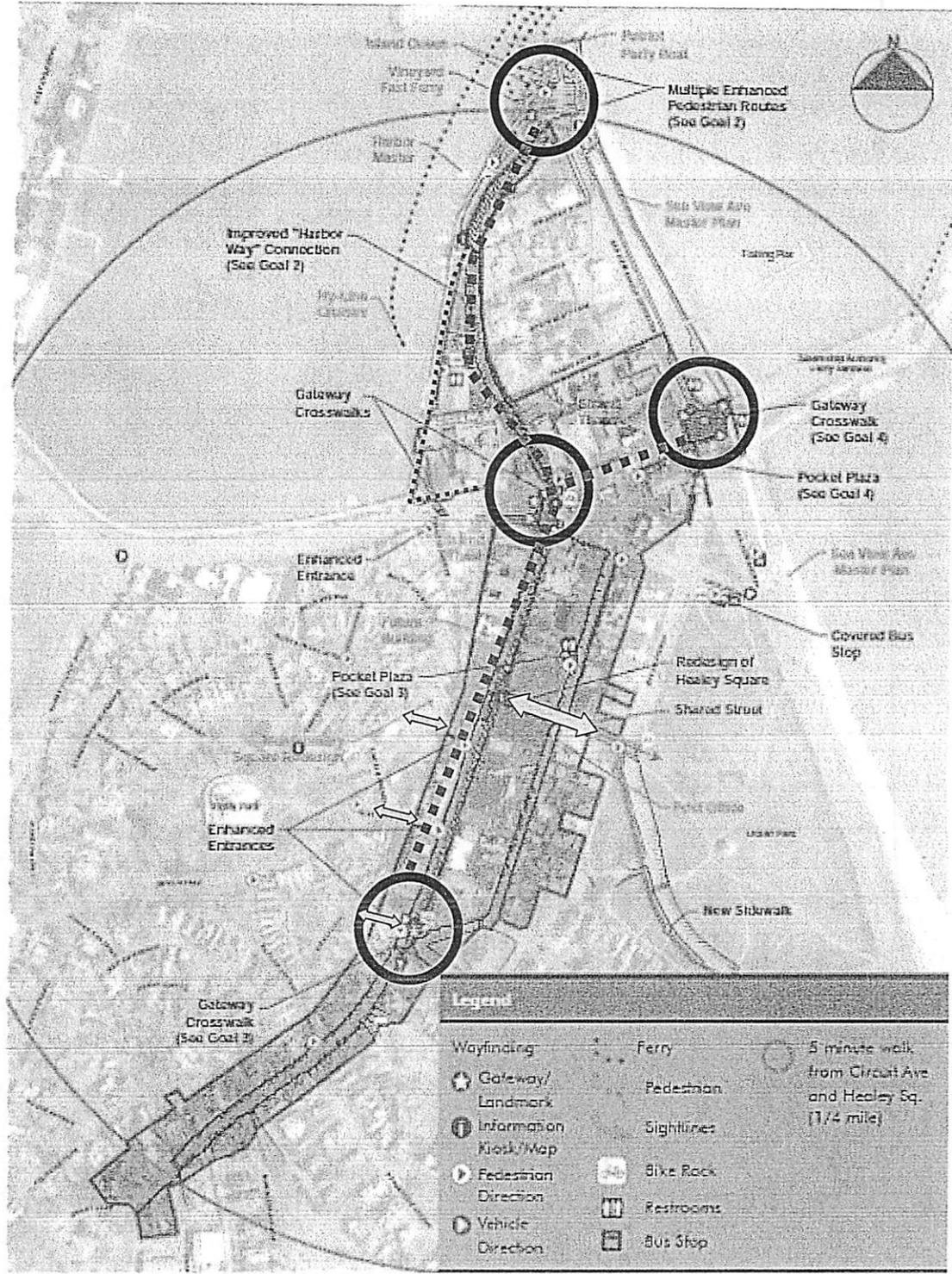
Strengthen linkages between Kennebec/Circuit, North Bluff, the Martha's Vineyard Camp Meeting Association, public restrooms, and Ocean Park.

Goals

- A. Promote attractive, clean, working restrooms with increased way finding. Provide a comprehensive management and maintenance plan. Explore the addition of a changing room and outdoor shower at the North Bluff restroom.
- B. Identify "dead zones" in and around the police station for public/pedestrian use.
- C. (Establish a) bus shelter located at Ocean Park on the brick patio area.
- D. Explore the cleaning of the private alleyways and potential walkthrough possibilities with property owners.
- E. Promote cleaner, attractive and pedestrian friendly passageways to the MVCMA.

Are there any other issues associated with downtown connections that should be considered in the Master Plan?

Connections Proposed Concept Overview 3.1



Oak Bluffs Downtown Streetscape Master Plan Making a Great Place Greater | 33

Highlights

- Create more of a plaza (rather than a parking lot) at the harbor entry
- Reconfigure pedestrian and vehicular areas to enhance character and function
- Strengthen pedestrian connections (on street and along harbor) to Oak Bluffs Avenue

North Bluff

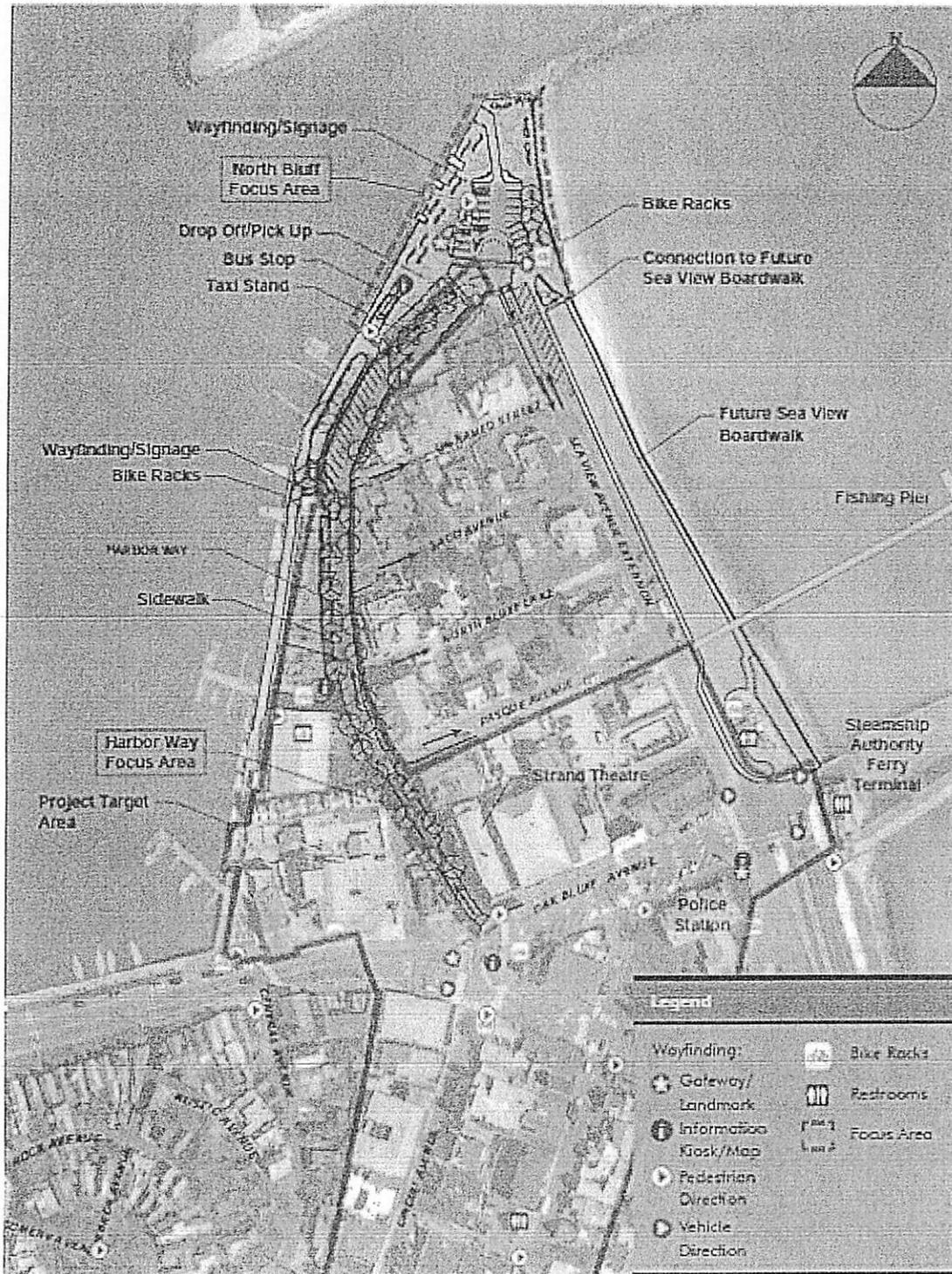
Create a North Bluff plan to improve ferry logistics and welcome experience, increase safety, and capitalize on waterfront public space.

Goals

- A. Creation of a pedestrian lane from the Island Queen area to the Strand Theatre.
- B. Increase signage and wayfinding in multiple locations.
- C. Connect the harbor walkway with the future seawall boardwalk project with a pedestrian friendly area.
- D. Reconfigure the ferry pedestrian traffic.
- E. Reconfigure the bus / taxi / parking staging areas.
- F. Work with the existing traffic pattern and review options for the bulkhead parking areas, traffic flow, and walkways.

Are there any other issues associated with the North Bluff area that should be considered in the Master Plan?

North Bluff Proposed Concept 3.2



Cook Bluffs Downtown Streetscape Master Plan Making a Great Place Greater | 47

Highlights

- Remove seven (7) parking spaces to enhance the pedestrian experience
- Add diagonal parking along Oak Bluff Avenue at Harbor to expand overall supply
- Reconfigure pedestrian and vehicular areas to enhance character and function
- Extend streetscape elements to upper Circuit Avenue

Circuit / Kennebec

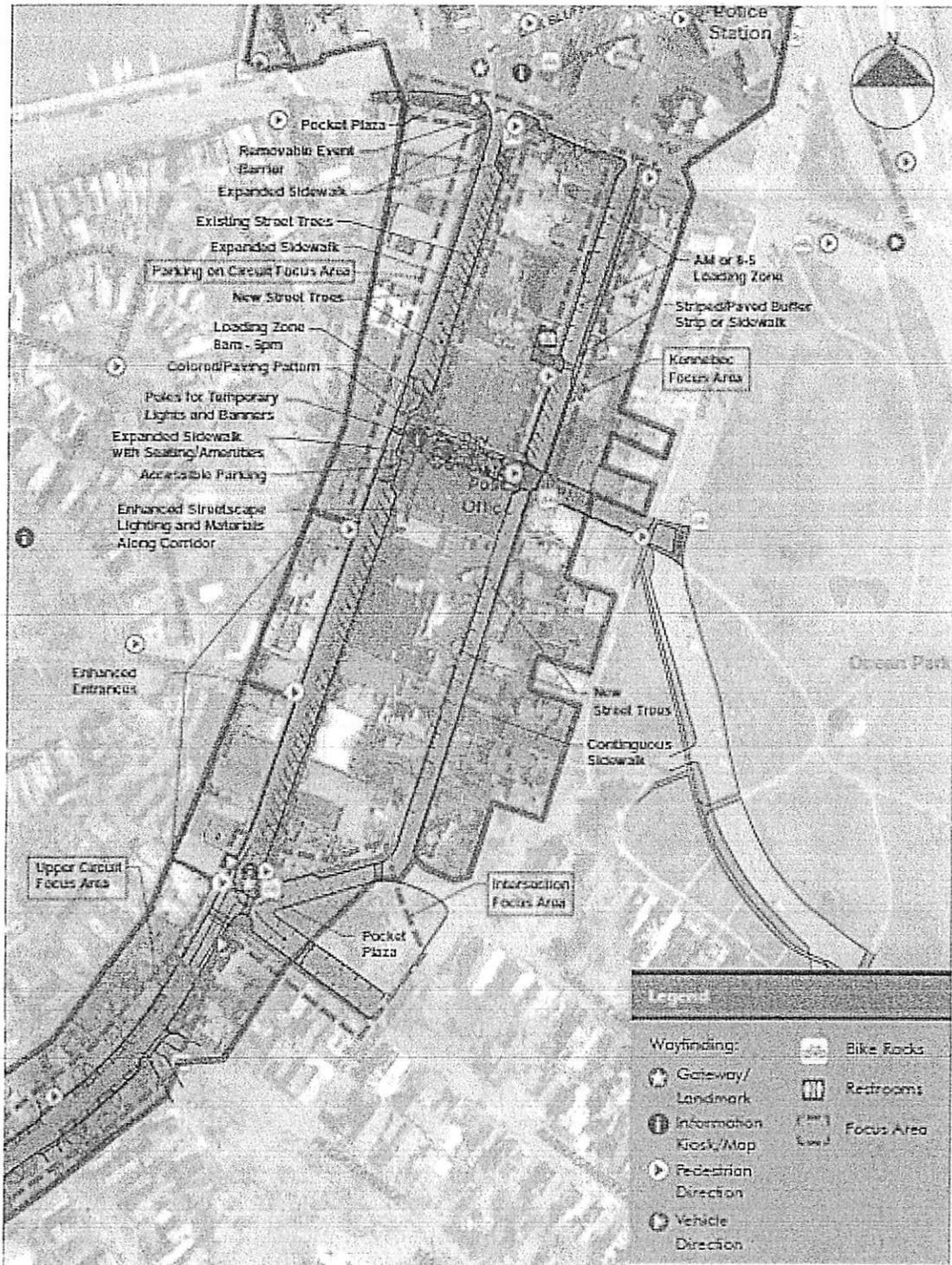
Improve/enlarge the Circuit/Kennebec Avenue pedestrian experience while providing a net parking gain within a 5-minute walk and preserving parking near convenience businesses.

Goals

- A. Widen/replace existing sidewalks on Circuit Ave with a preference to preserve as many existing parking spaces as possible and maximize sidewalk width.
- B. Review the existing street trees to determine life span and future options; sustaining trees on Circuit Ave; benches/seating areas under the trees. Possible incorporation of trash/cigarette receptacles.
- C. Work with the MVCMA to make the MVCMA entrances more experience/pedestrian friendly including various wayfinding options.
- D. Explore parking options from Nancy's restaurant to Our Market on both sides of the road. Create pedestrian friendly walkways to the MVCMA, harbor and parks
- E. Link Circuit, Kennebec and Ocean Park sidewalks and pedestrian areas including lines of sight to the Park and Ocean. Provide safe pedestrian access to Kennebec businesses. Explore more loading zone time and locations.
- F. Review and provide space for deliveries and trash pick-up on Circuit Ave and Kennebec Ave. Explore increasing the numbers/style of receptacles.
- G. Explore uniform lighting tying Circuit Ave, Healey Square and Kennebec Ave together. Continue to work with existing light poles provided through the Friends of Oak Bluffs.
- H. Explore traffic calming, parking options and pedestrian experience around the Union Chapel with a potential monument at the end of Circuit Ave. Link the walkways to the rest of the commercial district all the way to Uncas Ave.

Are there any issues associated with Circuit / Kennebec that should be considered in the Master Plan?

Circuit/Kennebec Proposed Concept: Circuit & Kennebec 3.3



Highlights

- Add “gateway” treatments to welcome arrivals to Oak Bluffs
- Add highly visible “orientation” and “wayfinding” elements to familiarize people with possible activities and destinations

Steamship Pier Gateway

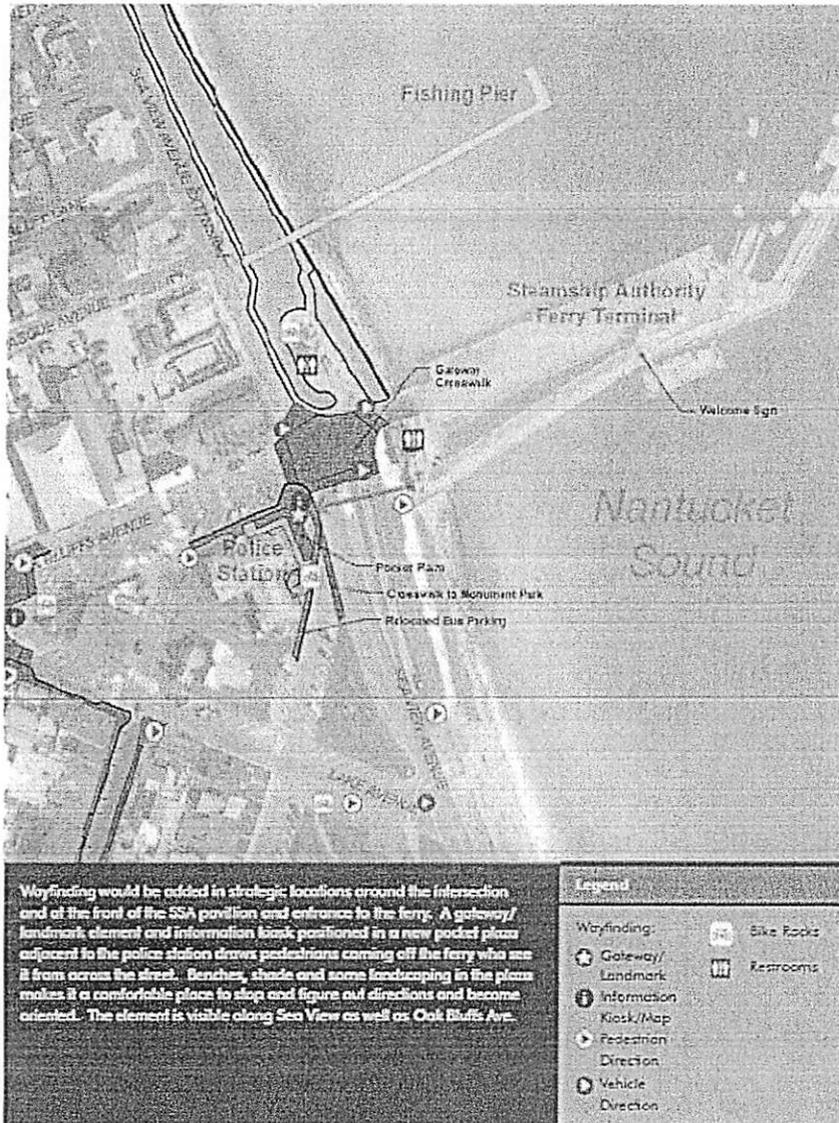
Improve the Steamship Authority ferry arrival welcome experience.

Goals

- A. Additional wayfinding at ticket office. A larger wayfinding sign by the police station. Signage for the bathroom inside the SSA.
- B. “Welcome” sign at the SSA entrance for pedestrians exiting boat ramp.
- C. Explore potential rental spaces on the ferries for “literature” to promote Oak Bluffs.
- D. Review bus parking rental spaces. Possibly relocate bus spaces.
- E. Promote extending “fall” seasons including ferry access to Oak Bluffs.
- F. Review embarkation fee allocation from SSA to fund downtown improvements.

Are there any other issues associated with the Steamship Pier gateway that should be considered in the Master Plan?

SSA Welcome Proposed Concept 3.4



Other Possible Topics

Parking

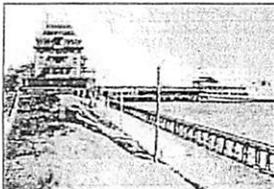
- Add a remote lot within walking distance to downtown (like Provincetown)
- Add a remote lot for workers and others with shuttle service to Downtown (how to fund this?)

Pedestrianism

- Go to parallel parking (in some or all areas on Circuit Avenue) to increase pedestrian space
- Vary parking configuration by time of day / day of week / etc. to increase pedestrian space

Redevelopment

- Consider the possibility of a "grand Victorian hotel" as recommended in the 1998 Master Plan?



Other Goals

Streetscape Materials - Recommend consistent streetscape materials, plantings, and furnishings to make the downtown more inviting and true to Oak Bluffs unique character.

- A. Potential material changes at the intersection of Circuit Avenue, the entrance to Healey way and the entrance to Ocean Park. Potential speed table on Circuit Avenue at the entrance to Healey way. Materials to highlight key areas.
- B. Explore opportunities to increase street trees and planting areas. (Also discusses benches, movable furniture, trash receptacles, bicycle racks, lighting fixtures, etc.)
- C. Explore material changes to Healey Square. Potential arch, pergola or structure.

Green Streets - Investigate opportunities to incorporate "Green Street" principles.

- Incorporate green Infrastructure throughout Oak Bluffs will help to filter stormwater and reduce flooding, helping the town adapt to a changing climate. "GI" elements also increase streetscape aesthetics by utilizing trees and landscaping as well as pavers to help capture and treat stormwater.

Universal Design - Incorporate universal design principles to accommodate people of all abilities.

Are there any other issues associated with streetscape materials, "green streets", or universal design that should be considered in the Master Plan?



Planimetrics

70 County Road, Simsbury, CT 06070 860-913-4080

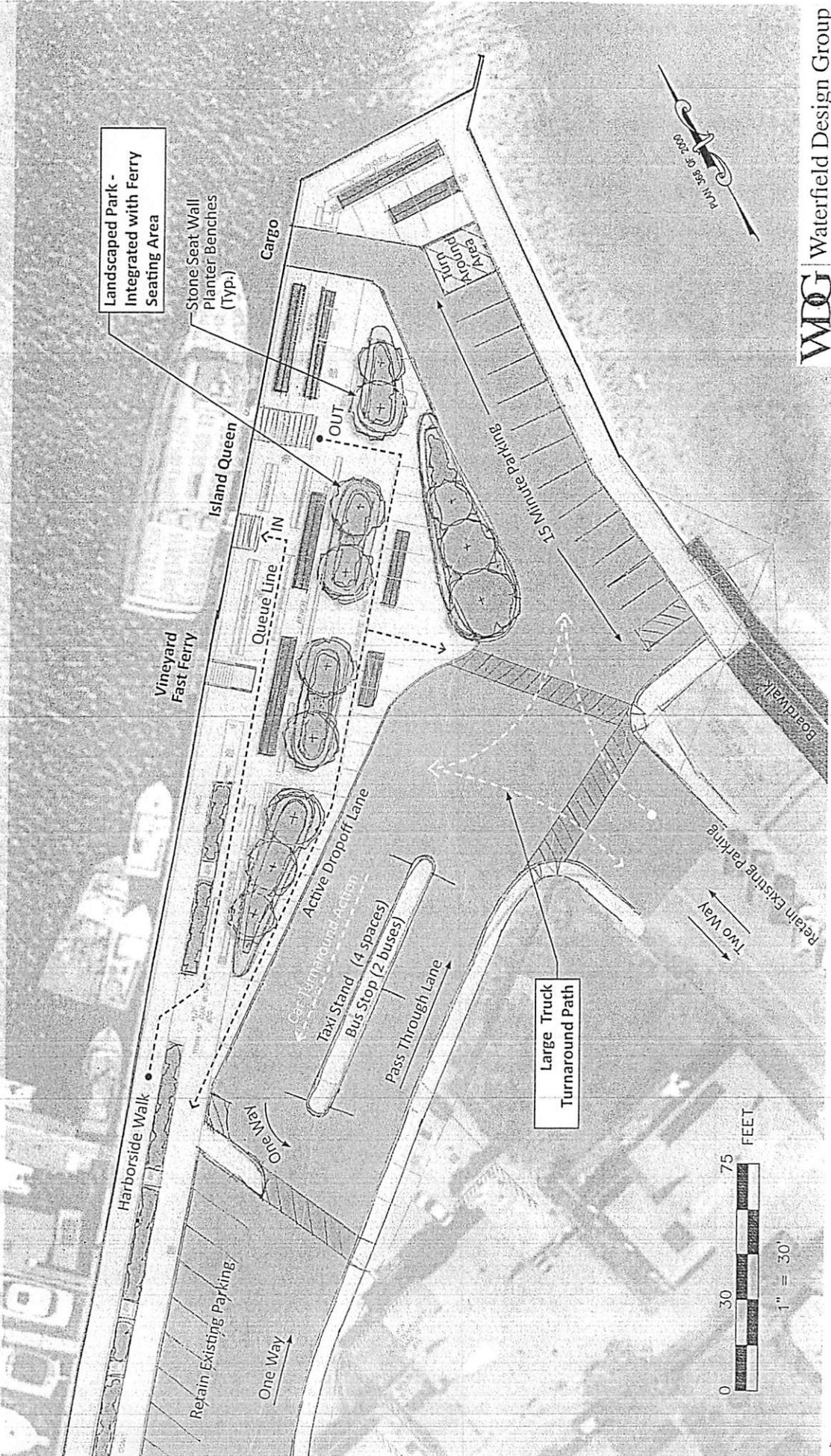
STREETSCAPE DESIGN / CONCEPT SKETCHES
TOWN OF OAK BLUFFS

NORTH BLUFF: EXISTING CONDITIONS



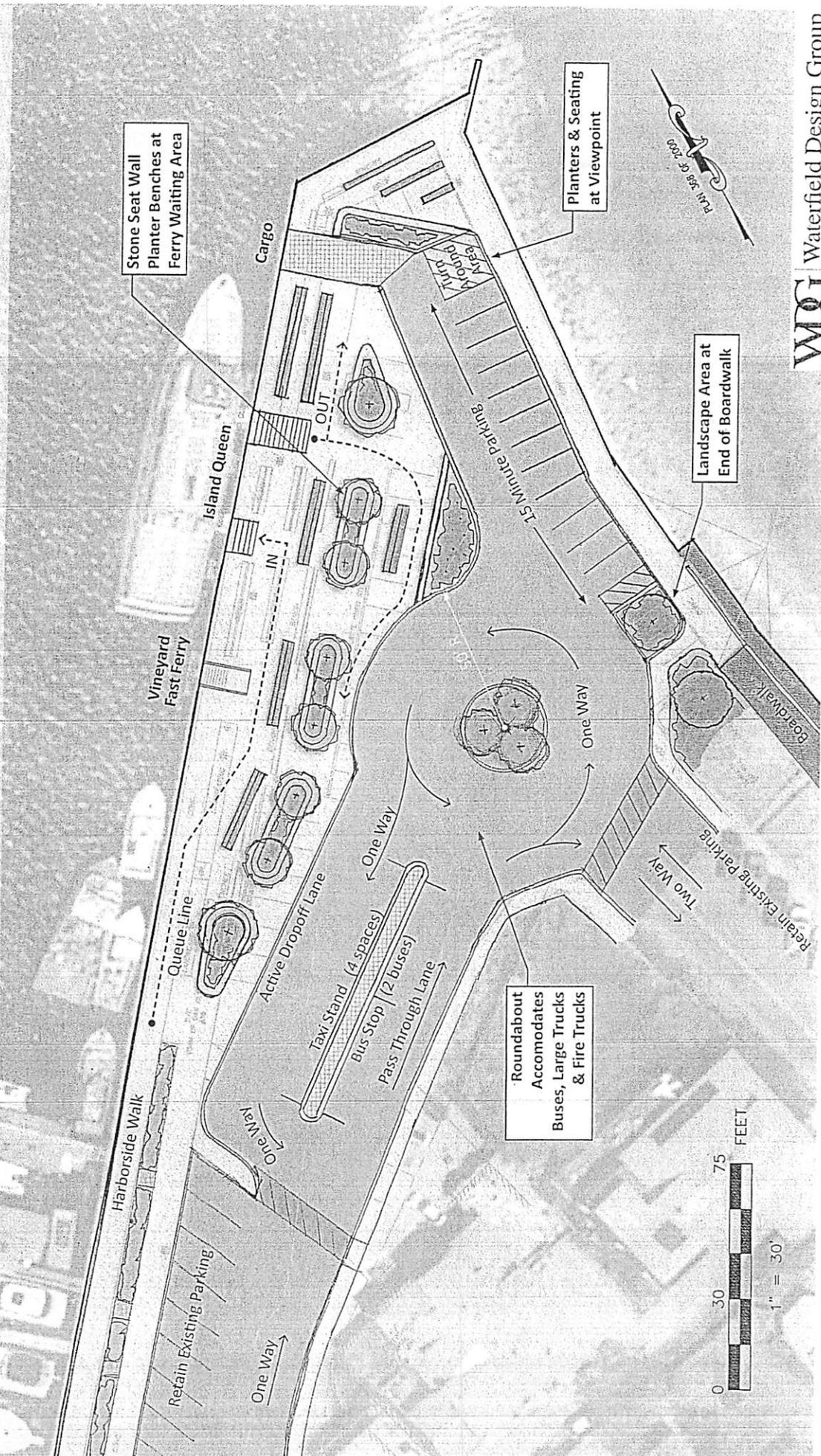
**STREETSCAPE DESIGN / CONCEPT SKETCHES
TOWN OF OAK BLUFFS**

NORTH BLUFF: CONCEPT 1



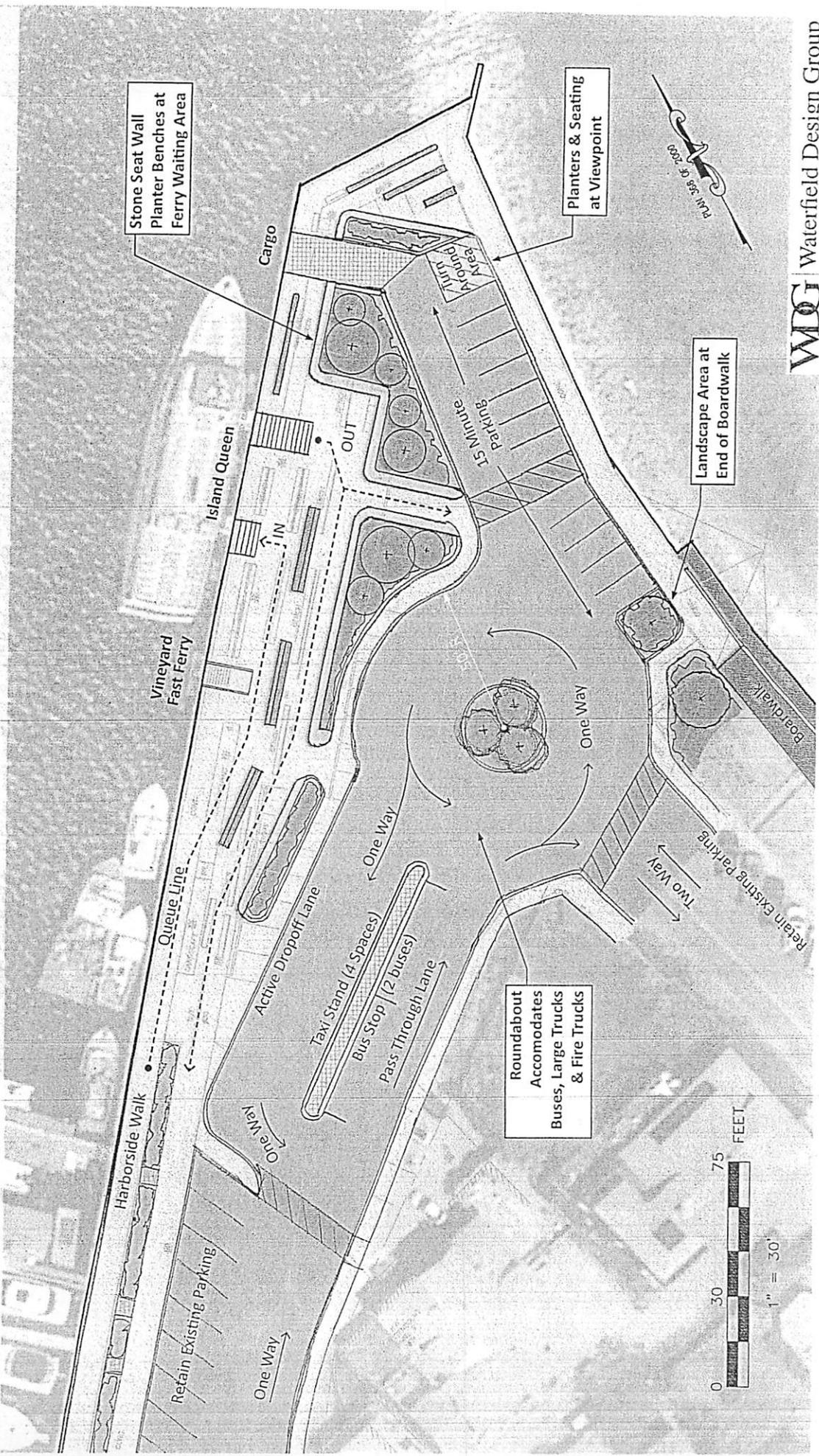
STREETSCAPE DESIGN / CONCEPT SKETCHES
TOWN OF OAK BLUFFS

NORTH BLUFF: CONCEPT 2



STREETSCAPE DESIGN / CONCEPT SKETCHES
TOWN OF OAK BLUFFS

NORTH BLUFF: CONCEPT 3





TOWN OF OAK BLUFFS

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Board of Selectmen

Brian C. Packish, *Chairman*
Jason Balboni
Gail M. Barmakian
Gregory A. Coogan
Michael J. Santoro

June 25, 2019

Kathleen Theoharides, Secretary
Executive Office of Energy and Environmental Affairs
100 Cambridge St., Suite 900
Boston, MA 02114

Robert L. Whritenour, Jr.
Town Administrator

Dear Secretary Theoharides:

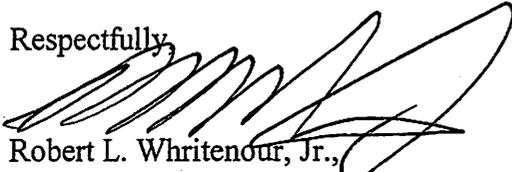
I am writing to request that the Executive Office of Energy and Environmental Affairs include in the Governor's 2020-2024 Capital Investment Plan certain investments authorized by the Legislature as a part of Environmental Bond Bill, Chapter 209 of the Acts of 2018. Within item 2000-7072 of that Act, the language relevant to this request reads: "*provided further, that not less than \$1,000,000 shall be expended on construction and restoration of East Chop Drive in Oak Bluffs*".

An investment from the Commonwealth would enable work to begin on the critical restoration of East Chop Drive in Oak Bluffs. The revetment at East Chop was initially installed by the Commonwealth of Massachusetts and protects ocean-facing embankment that supports East Chop Drive, a major evacuation route serving densely developed residential areas within our Town. The project site was subjected to significant damage during Hurricane Sandy in October 2012, with conditions further exacerbated by two major Nor'easters which impacted the Island in February 2013 ("Nemo") and March 2013. Several sections along the bluff have been significantly impacted by wave and surge action resulting in heavy erosion damage to the existing engineered revetment and upper bank areas which continues to progress to emergency condition. Site conditions are currently considered to be in poor to failed condition ("D/F") in accordance with the MA DCR Coastal Inventory Rating System.

Failure along East Chop Bluff has the potential to result in a significant impact to East Chop Drive, public infrastructure, private residences and overall public access and safety. East Chop Drive provides a direct access route from East Chop to Martha's Vineyard Hospital and is also one of the Island's and the Commonwealth's most scenic roads, often traveled by residents, tourists/visitors, bikers, runners and walkers. The East Chop Lighthouse, which is a major tourist attraction, is also located along East Chop Drive. The lighthouse was built in 1878 and added to the National Register of Historic Places in 1987. Continued undermining of East Chop Bluff negatively impacts the slope stability of the material supporting the roadway. Any present and/or future storm event and/or loading condition along the roadway is of significant concern to the Town as it could cause additional failure of the coastal bluff, and by extension, the collapse of the roadway. The proposed project is essential to restoring coastal and economic resiliency to this area of our shoreline community.

Thank you for your consideration of this request. In order to better orient you toward this project I am attaching project background materials including a map of the project locus, the latest condition update reports, project description and benefits for stabilizing the bank and road. I would greatly appreciate notice of any opportunities to submit comment or testimony regarding the Capital Investment Plan. Please do not hesitate to reach out if there is additional information that I could provide.

Respectfully,



Robert L. Whritenour, Jr.,
Town Administrator

CC: Governor Charlie Baker
Massachusetts State House
24 Beacon Street, Room 280
Boston, MA 02133

Senator Julian Cyr
Massachusetts State House
24 Beacon Street, Room 218
Boston, MA 02133

EAST CHOP BLUFF

BENEFITS TO STABILIZATION OF EAST CHOP BLUFF

Open Space/Scenic:

- The view from the top of the bluff is one of the most scenic on the Island
- The scenic vista is enjoyed by thousands of people per year
- The road above the bluff is public and the vista is open without obstruction by private homes
- Oak Bluffs is the only Island town that has uninterrupted public coastal water views all the way along the shoreline (from Tisbury to Edgartown, Drawbridge to Big Bridge). The road above the bluff is an integral link in this incredible scenic asset
- Vista includes Nantucket Sound, Cape Cod, Edgartown, Chappaquiddick, sunrises, wildflowers, ferries and pleasure boats
- 2015 Oak Bluffs Open Space & Recreation Plan goal – Seek permits and funding for East Chop bluff stabilization

Recreation:

- The road above the bluff is extremely popular for passive recreation – walking, running, biking, driving; several road races occur annually along the bluff
- Example: On August 1, 2017 between 8 am and 9 am 128 people were counted enjoying the road for passive recreation – in one hour
- The project will include a walking path at the top of the bluff for safer walking conditions, passive recreation benefit
- The project will include improved access to the bottom of the bluff for swimming and fishing

Economic:

- A recent report on the valuation of services provided by Oak Bluffs' public coastal resources documented that the annual economic value of recreation opportunities provided by the town's coastal resources is \$132 million. The road above the East Chop bluff is a highly used recreational asset that contributes directly and significantly to the local economy. Stabilization of the bluff, through grant funding, direct property owner contributions and Town matching funds will benefit the local economy by preserving a major recreational asset.

- Tourism is the Island's major economic engine. The road is used by tourists, vacationers, second home-owners (seasonal residents), and year round residents
- The bluff and road are in danger of collapse. This will put at risk the private homes above the bluff. These homes are responsible for over \$400,000 dollars annually in tax revenue for the Town and are assessed at over \$48 million.

Historic:

- East Chop Drive houses the historic East Chop Lighthouse. The lighthouse is a tourist attraction, a wedding venue, and is open to the public on Sunday evenings in summer. Loss of the road above the bluff would inhibit access to the lighthouse
- The bluff has been maintained by the Town and Commonwealth of Massachusetts since the 1930s, thereby demonstrating a long-term investment and commitment to preserving the site

Transportation:

- The road provides the only access to several homes on East Chop Drive
- The road is a link to the Martha's Vineyard Hospital

Environmental:

- Revegetation of the upper portion of the bluff will provide improved wildlife habitat
- The vegetated upper portion of the bluff is an example of 'green infrastructure.'

Climate Change Impacts:

- The lower portion of the bluff has been armored since the 1930s. This project is not armoring a completely naturally functioning bank. Like the rebuilt North Bluff seawall this project addresses the protection of recreational, environmental, scenic, transportation and economic interests in light of the impacts of climate change, including sea level rise, stronger and more frequent storms and storms surge.

Planning:

- The Town has been focusing on preserving the bluff since 2000, when it became clear that the Hurricane Bob-related stabilization project was deficient. See

attached chronology – Town of Oak Bluffs – Action to protect East Chop Bluff post-Hurricane Bob.

- 2004 – Open Space & Recreation Plan – bluff stabilization is a priority goal
- 2013 – Board of Selectmen Strategic Plan – Priority Level 1: Restore and repair bank along East Chop
- 2015 – Open Space & Recreation Plan – Seek permits and funding for East Chop bluff stabilization
- 2017 - Notice of Intent filed with Conservation Commission. Commission refers project to MVC as a discretionary DRI filing with the goal of determining if the project qualifies as a Development of Regional Impact and if so, to allow broad public input



cleengineering

To: Robert Whritenour (Oak Bluffs Town Administrator)

From: Carlos G. Peña, P.E.
Susan E. Nilson, P.E.
Scott R. Skuncik, P.E.

Cc: Joan Hughes (Oak Bluffs)
Liz Durkee (Oak Bluffs)
Michael Driscoll (DCR)

Date: November 21, 2018

Re: East Chop Drive Coastal Bank – Condition Update Report

Ref: 1. CLE & Deere & Ault Geotechnical Report dated October 31, 2008
2. CLE Condition Report dated November 2, 2012
3. E-Mail from Peña to Whritenour dated May 30, 2013
4. CLE Slope Repair Plan dated June 7, 2013
5. CLE Condition Letter dated April 17, 2014
6. CLE Condition Letter dated October 27, 2015
7. CLE Condition Letter dated February 12, 2016
8. CLE Condition Letter dated January 24, 2017
9. JCK Design Report dated March 23, 2017
10. CLE Full Condition Report dated June 30, 2017
11. JCK Condition Update Report dated April 5, 2018

Pursuant to the Town of Oak Bluffs' request to perform yearly and periodic visual site inspections since the 2012 Sandy-Damaged East Chop Coastal Bank event and to confirm previous CLE recommendations for limited roadway use and to assess new damage caused by Hurricane Juan during a three (3) day period between September 22, 2017 and September 25, 2017, please accept this letter summarizing the results of our site inspection on Wednesday, November 14, 2018 for the 2,500' coastal bank section. As has been stated in previous reports, the inspection revealed new and expanding deterioration along the toe of slope, slope sections and the top of slope along the roadway extending from Brewster Avenue north to Harrison Avenue. The top of slope along the roadway reveal new section slope failure as evident by extended sloughing of sediment and the development of horizontal cracks running parallel to the roadway with erosion migrating closer to the roadway and exposure/collapse of buried roadway pavement. The middle slope sections continue to slough, bulge and then collapse when the supporting sediment at the toe of slope is washed away by erosion from storm events and other natural coastal processes. The following photographs are representative of the above stated expanding and worsening conditions:



Failed East Chop Drive section between Brewster & Harrison Avenues



New Failing East Chop Drive section between Harrison & Munroe Avenues

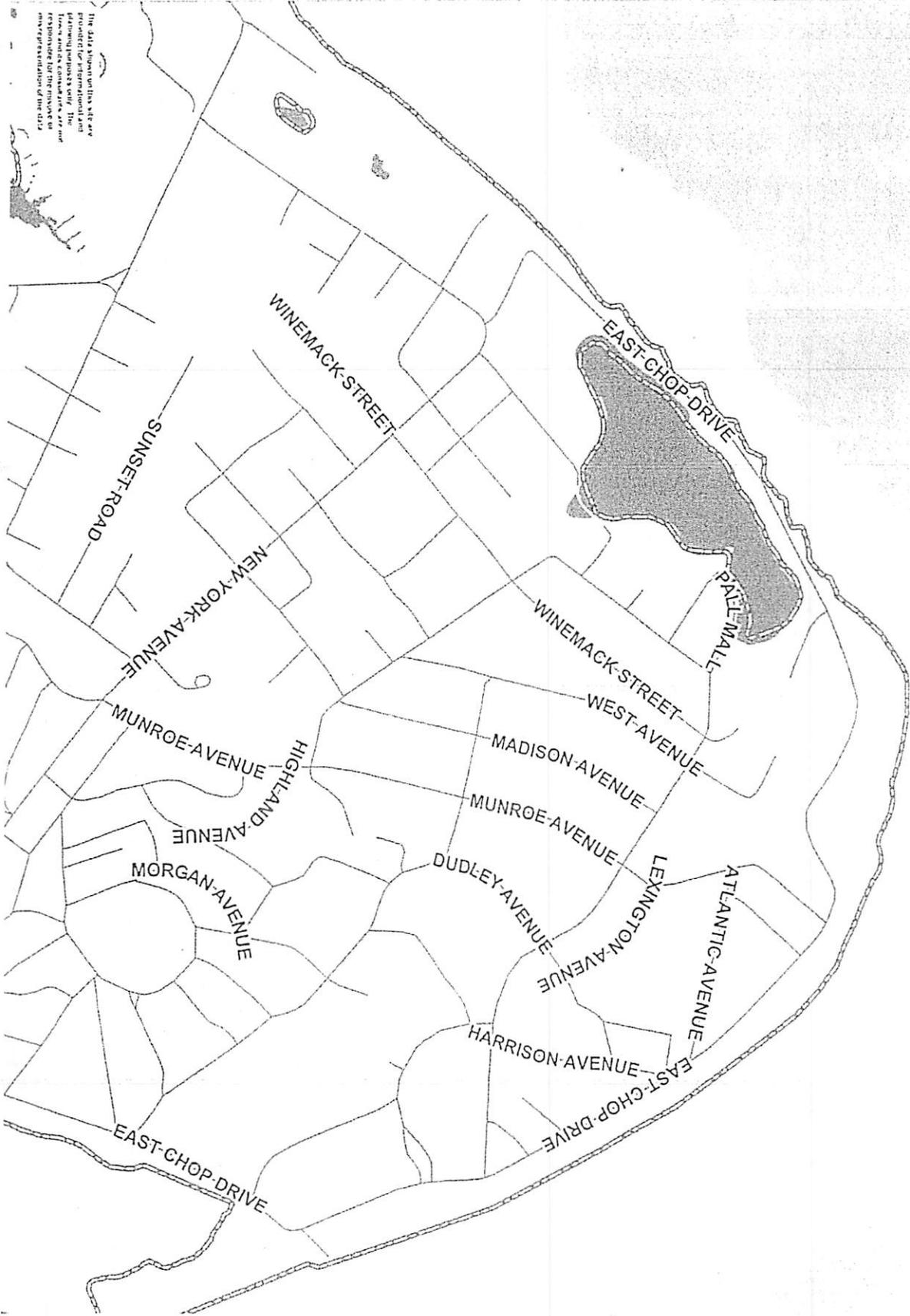
The coastal bank toe and top slope failures initially reported between Brewster and Harrison Avenues now extend nearly to Munroe Avenue. Please note that continued growth of vegetation hampers visual inspection of the coastal bank and lack of clear visual evidence of slope failure does not indict a stable coastal bank. Based on the above stated observations, CLE affirms the JCK recommendations dated April 5, 2018 and as follows:

- The roadway section between Brewster Avenue and Harrison Avenue be closed to all vehicular traffic and pedestrian access in both directions until the coastal bank and stone revetment are repaired.
- The seaward lane between Harrison Avenue and Munroe Avenue should remain closed to all vehicular traffic and pedestrian access, including the prohibition of use by heavy trucks and buses along this section of East Chop Drive until the coastal bank and stone revetment are repaired. We further recommend that the Town of Oak Bluffs close the roadway during and after coastal storm events and only consider reopening said roadway section to the public based on a geotechnical assessment confirming the stability of the coastal bank along with further limitations and/or restrictions.
- To prevent further loss of ground and additional travel restrictions, the restoration recommended in CLE's Full Condition Report dated June 30, 2017, should be implemented as soon as possible.



View North along East Chop Drive from Brewster Avenue

CLE urges the Town of Oak Bluffs to continue its effort to coordinate with your State Representative Dylan Fernandes and State Senator Julian Cyr, DCR and other state agencies to secure project funding to repair the East Chop Coastal Bank.



The data shown on this site are provided for informational and planning purposes only. The Town and its consultants are not responsible for the fitness or use of the information on this site.

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Oak Bluffs MapOnline

- MA Parcel
- Fire Station
- Police Station
- Town Hall
- Public Library
- CRS
- Community Health C
- Parcels
- Town Boundary
- Highway
- Interstate
- US Highway
- Route
- MA Roads
- Recreated Routes
- Abating Trees
- Street Closures
- Clear Walk
- Stumps

Project Narrative

Purpose

The island of Martha's Vineyard is exposed to the unimpeded wind and wave action of New England weather, making it vulnerable to the forces of Nor'easters, hurricanes, and coastal storms. The effect of coastal storms results in significant flooding, shoreline erosion, and damages to infrastructure all around the island, particularly the northern facing shores.

The purpose of the project is to restore an existing engineered coastal bank to protect public safety, infrastructure and utilities, and protect private property along East Chop Drive. The project will also protect public recreational benefits of an existing scenic public way. In addition, the project will provide ADA/MAAB public access to the shoreline from East Chop Drive.

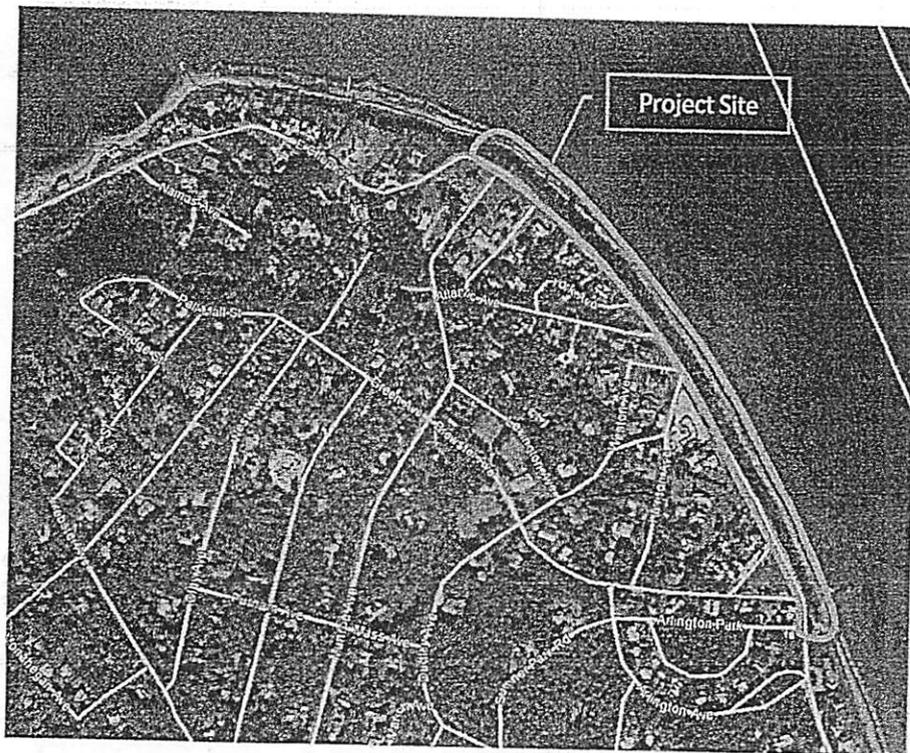


Image from Google Earth

Site Description

The site is located along the northeastern shoreline of Oak Bluffs adjacent to Nantucket Sound and extends approximately 2,400 linear feet along East Chop Drive in the town of Oak Bluffs, MA. The site is defined by Oak Bluffs Assessors' Maps as Map 2, Lot 82 and is

located within Zone VE El. 13 & El. 15 (NAVD88) as shown on FEMA maps 25007C0102J and 25007C0108J, revised date 07/20/16 (Exhibit D).

Oak Bluffs is the only town that has roads with uninterrupted public coastal water views from one island boundary to the other, with East Chop linking the two ends together. This shoreline area is protected by a variety of engineered coastline protection features including a stone revetment, a stone jetty, a timber bulkhead, and vegetated coastal bank. These features have historically provided protection to the existing public roadway (East Chop Drive) and adjacent private properties from coastal storms. Repairs and improvements to the bluff over the past century have provided stabilization of the area to the upland; however, over the past decade the engineered coastal bank area has experienced increased erosion that has undermined the paved roadway (East Chop Drive) to the point of imminent failure. Accordingly, the seaward lane of this road has been closed to traffic since 2012 and inspection monitoring events have been ongoing in order to ensure public safety.

The residences located adjacent to East Chop Drive were constructed during the late 1800's and early 1900's, the majority being listed under the state register of historic places. Revenue generated from these properties supports the local economy and East Chop Drive provides access to these residences. The roadway is also a very popular walking, biking, and touring location for locals and visitors throughout the year, offering unique vistas absent from other parts of the island. The road also provides access to the historic East Chop Lighthouse and the most direct emergency access route for emergency response vehicles in this part of Oak Bluffs.

Project Description

The proposed project will consist of extensive repairs to existing engineered coastal bank area including the existing stone revetment along approximately 2,400 linear feet of East Chop Drive. The project will protect the existing coastal bank and infrastructure located along East Chop Drive and restore/enhance public access areas. The existing stone jetty on the southeast end of the project site will remain. Existing debris located on the existing bank, including bituminous pavement, will be removed during construction as recommended by MA Coastal Zone Management (CZM) and Martha's Vineyard Commission (MVC) in the ENF certificate EEA#15719 issued for the project on July 21, 2017 (See Exhibit K). Raising the elevation of the reconstructed revetment above the existing 100-year flood elevation is critical to the long-term viability/protection of the existing coastal bank and public roadway. In order to ensure a long-term repair, the proposed revetment will extend both landward and seaward beyond the existing revetment with an overall revetment footprint increase of 65%, which provides adequate base for raising the existing revetment approximately 8-10' in height, to +20' NGVD29 (5.7' above the 100-year flood elevation). This height has been established to account for wave run-up and 2' of future sea level rise (See Exhibit I). A 1.5H:1V stone revetment slope made up of angular armor stones is proposed, with well-graded fill extending up from the edge of the flat revetment bench at a 27 degree maximum slope, to be planted with salt tolerant vegetation (See Exhibit C). Plant species were

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Notice of Intent
East Chop Coastal Bank Repairs
Oak Bluffs, MA
August 2017

modified to incorporate MA CZM recommendations for a wider diversity of plants to stabilize the upper slope area above the proposed revetment. Additionally, existing salt tolerant vegetation located in the proposed fill and revetment areas will be beneficially re-used by the Town of Oak Bluffs if possible at the time of construction. The design revetment and upper slope have been designed based on the soil boring investigations performed at the project site and in coordination with geotechnical engineering recommendations provided by JCK Underground for the project site (See Exhibit H). In order to provide safe construction access for contractor equipment and materials the project will include two (2) contractor designed access ramps with a maximum slope of 10%, guardrails and fencing. The access ramps will be constructed with tie-back supported steel sheetpiles, upper slope stabilization, stone revetment erosion protection and gravel roadway surface.

The repair of the engineered coastal bank and revetment is anticipated to impact a total of approximately 6.2 acres of previously altered coastal resource areas. A road shoulder (4' wide) is also proposed as part of this project to offer a safe, convenient, accessible and enjoyable place for pedestrians along the seaward edge of East Chop Drive. A bike rack system and ADA accessible ramp system will be located on the southern end of the project area, which will provide safe access down to the top bench (5' wide) of the proposed revetment. This bench width will allow pedestrian access to the popular fishing and swimming along the length of the re-built revetment. A concrete walkway leading from the road shoulder to the ramp system will have a 2' wide crushed stone filter trench on the North side which will provide treatment of the runoff from the walkway.

The existing East Chop Drive drainage outfalls that discharge into Nantucket Sound have been damaged from the extensive erosion on the coastal bank. Reconstruction of the existing drainage infrastructure including catch basins and drain pipes from East Chop Drive is proposed. Treatment of the existing roadway runoff prior to discharge into Nantucket Sound is proposed through the use of a Jellyfish Filter Insert (or approved equal) installed in each catch basin, to remove heavy metals and VOCs, as recommended by the MVC (See Exhibit K). The proposed project is a redevelopment project and therefore is required to meet Stormwater Regulations "to the maximum extent practicable". No change of recharge to groundwater is anticipated with this project. Good housekeeping practices, spill prevention and clean-up and regular inspection of pollution sources and formation will be implemented. A long-term operation and maintenance program has been developed for the site. During construction, erosion control measures will be implemented to aid in preventing siltation into Nantucket Sound. The stormwater management report along with the MA DEP stormwater report checklist is provided in Exhibit L.

Resource Areas

The resource areas affected by the proposed project include:

- Land Under the Ocean (310 CMR 10.25)
- Coastal Beach (310 CMR 10.27)
- Coastal Bank (310 CMR 10.30)

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Notice of Intent
East Chop Coastal Bank Repairs
Oak Bluffs, MA
August 2017

- Rocky Intertidal Shores (310 CMR 10.31)
 - Land Subject to Coastal Storm Flowage (310 CMR 10.57)
- Land Under the Ocean- the land extending from the mean low water line seaward to the boundary of the municipality's jurisdiction and includes land under estuaries.

The limited expansion of the new stone revetment seaward along the restored coastal bank will temporarily impact near areas. The recommended design slopes for the restored coastal bank of 27° and the setting of the stone revetment with a crest of elevation 20' NGVD29 (with a 1V to 1.5H slope) and varying height of the existing coastal bank from elevations 35' to 50' NGVD29 require the toe of the stone revetment to be installed seaward of the existing revetment. Said impacts to near-shore areas will be mitigated by the stabilized shoreline and habitat created within the stone revetment. The project is not anticipated to significantly alter or impact water circulation, distribution of sediment grain size, water quality, finfish habitat, and important food for wildlife.

Coastal Beach- unconsolidated sediment subject to wave, tidal and coastal storm action which forms the gently sloping shore of a body of salt water and includes tidal flats. Coastal beaches extend from the mean low water line landward to the dune line, coastal bank or the seaward edge of existing human-made structures, when these structures replace one of the above lines, whichever is closest to the ocean.

The proposed design would not significantly impact the littoral processes, distribution of grain size, water circulation, or water quality. There are no permanent adverse effects on the coastal beach that would impair its ability to guard against erosion. The proposed project would only protect the coastal beach from further erosion and stabilize the current profile.

Coastal Bank- the seaward face or side of any elevated landform, other than a coastal dune, which lies at the landward edge of a coastal beach, land subject to tidal action, or other wetland.

The existing engineered coastal bank has been re-designed to minimize adverse effects of adjacent land by changes in wave action, evaluated to confirm that no method of protecting the area other than the proposed revetment repair is feasible. Protective salt tolerant plants designed to reduce erosion have also been implemented on the coastal bank area above the proposed revetment to prevent erosion. The proposed design is a retrofit of an existing coastal revetment such that minimal changes in wave action are to be expected from the existing conditions.

The existing coastal bank provides minimal sediment to adjacent and downdrift beaches, solely from the upper elevation eroding bank which is now undermining the adjacent road way. This is an existing engineered slope and as noted in the coastal sediment transport

study (See Exhibit J), the area is not a significant sand source for downdrift beaches. The quantity of sediment provided by the coastal bank is negligible.

Land Subject to Coastal Storm Flowage- land subject to any induction caused by coastal storms and up to and including that caused by the 100-year storm, surge of record or storm of record, whichever is greater.

The site is within Land Subject to Coastal Storm Flowage as shown on FEMA maps 25007C0102J and 25007C0108J (Zone VE EL. 13 NAVD88).

The crest of the existing revetment rises to an elevation of 8' (NGVD29). This has been insufficient in guarding against the coastal flooding on the bluff behind the structure resulting in significant erosion. At the project location, the predicted 100-year elevation as delineated by FEMA is 14.3' (NGVD29); at 6' above the current crest elevation, this illustrates the lack of longevity of the system in place. To protect the land subject to coastal flowage, the proposed design raises the existing revetment ~12' in height to +20' (NGVD29). In addition, 2' of sea level rise was considered in the 50-year design, such that the wave conditions subject to the revetment ensure long-term functionality and protection against short and long term coastal storm events.

Rocky Intertidal Shores- Naturally occurring and anthropogenic rocky areas, such as bedrock or boulders strewn between the mean high water and mean low water line.

The northern end of the proposed project contains intertidal area composed of naturally existing cobbles and remnants of historic coastal bank and stone revetment repair debris displaced by erosion caused by wave action. The construction of the new stone revetment extending slightly into the rocky intertidal shore will not significantly impact water circulation, distribution of sediment grain size, water quality, and wildlife habitat. The installation of the stone revetment will affect a minimal area of the resource area, and allow marine growth on armor stones to create new habitat.

Performance Standards

Pursuant to 310 CMR 10.00, the above listed Resource Areas are to be regulated in order to contribute to the following public interests:

- Flood control,
- Storm damage prevention,
- Protection of wildlife habitat

Land Subject to Coastal Storm Flowage: Pursuant to 310 CMR 10.57, the bank repairs have been designed to withstand a major storm event with the provision for dissipation of wave over-wash and protection of resource areas during storm events and 2' of sea level rise. The proposed coastal bank repairs will ensure flood control, storm damage prevention and stabilization of the resource area.

Coastal Beach: Pursuant to 310 CMR 10.27, Coastal Beaches are significant to storm damage prevention, flood control, and wildlife habitat. The rip-rap repair will not likely interfere with any sediment transport or wildlife habitat as the existing rip-rap footprint will remain primarily the same on the Coastal Beach.

Coastal Bank: Pursuant to 310 CMR 10.30, Coastal Bank is likely to be significant to storm damage prevention and flood control. Projects that may affect Coastal Bank shall be designed and constructed using the best available measures, so as to minimize adverse impacts. Whereas the seawall rehabilitation is located in the same location as the existing licensed seawall, it will not impact sediment transport.

Land Under the Ocean: Pursuant to 310 CMR 10.25, Land Under the Ocean is significant to water circulation, distribution of sediment grain size, water quality, and wildlife habitat. The installation of the stone revetment will affect a minimal area of the resource area, and allow marine growth on armor stones creating new habitat.

Rocky Intertidal Shores: Pursuant to 310 CMR 10.31, Rocky Intertidal shores are significant to stormwater prevention, flood control, and protection of marine fisheries or wildlife.

The proposed project has been designed to minimize adverse effects on the existing rocky intertidal shore area. Best management practices shall be implemented during construction, including silt curtains as required, in order to minimize adverse effects on water quality.

Construction Methodology & Protection of Resource Areas

1. Install and maintain sediment controls as required by the Oak Bluffs Conservation Commission.
2. Construct a temporary 12' wide construction access road ramps, made from 12" compacted crushed stone supported by steel sheet piles (designed by contractor).
3. Install safety fencing and guardrails.
4. For each section of coastal bank restoration complete the following tasks:
 - a. Relocate and re-use existing salt tolerant vegetation from the existing coastal bank for restoration of other coastal habitats within the Town of Oak Bluffs.
 - b. Excavate, remove and properly dispose of all pavement, debris and other unsuitable materials.
 - c. Remove and reuse acceptable stone revetment and coastal bank materials, unsuitable materials will be removed from the site and properly disposed.
 - d. Reconstruct the new stone revetment and coastal bank in accordance to the project plans and specifications.
 - e. Reconstruct and replace existing drainage catch basins and drain pipes to terminate at the top of the new revetment with diffusers.
 - f. Re-grade behind the stone revetment with well-graded fill and loam.

- g. Place straw netting and plant new salt tolerant vegetation in regraded coastal bank and adjacent disturbed areas.
5. Construct 4' wide shoulder and ADA/MAAB timber access walkway, ramps and viewing platform at the South end of the project area.

Mitigation

The following measures will be taken to avoid potential impacts to resources areas:

1. The majority of the proposed rehabilitation of the coastal bank will occur within existing established footprints and limit impacts to adjacent resource areas.
2. All work will be conducted within time-of-year restrictions established for the protection of marine/endangered species.
3. The proposed site of construction is outside of any shellfish suitability areas and NHESP designated areas.
4. Mitigation for new impacts to Land Under Ocean and Rocky Intertidal Shores will include specific related mitigation measures for this and other proposed coastal projects within the Town of Oak Bluffs. Currently the Town of Oak Bluffs is in the process of permitting beach nourishment and rehabilitation of stone groins on Jetties, Pay and Inkwell beaches, impacted resource areas on this project will be mitigated for at a ratio of 1:1 to and as required by the Oak Bluffs Conservation Commission.

Alternatives Analysis

The proponent considered four alternatives to meet the project goals, as listed below:

1. Alternative No. 1 - No Build: Continued overtopping of the stone revetment by storm generated waves will erode the coastal bank will continue to undermine of the roadway, threatening public safety and cause damage to public infrastructure and private and public properties and does not meet project goals. The no build alternative is not preferred.
2. Alternative No. 2 – Hold Existing Revetment Footprint: Holding the existing revetment toe location and re-building the revetment at a 1.5H:1V slope extending up to meet 27 degree vegetated fill will limit the extent of coastal bank restoration. This option would require the top elevation of the proposed revetment top vary widely above the proposed +20' NGVD29 design benchmark and necessitate a considerable increase in armor stone material and associated costs and is therefore not the preferred alternative.
3. Alternative No. 3 – Steel Sheetpile or Concrete Seawall: Reinforcement of the coastal bank with a steel sheetpile or concrete seawall will alter the area aesthetics and not conform to the project objectives of restoring the engineered coastal bank and historic stone revetment. The construction of a sheetpile or concrete seawall is not the preferred alternative.

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Notice of Intent
East Chop Coastal Bank Repairs
Oak Bluffs, MA
August 2017

4. Alternative No. 4 – Proposed Coastal Bank Restoration: Reconstructing the new stone revetment to a design elevation of +20' NGVD29 minimizes the amount of armor stone required while ensuring long-term stability of the coastal bank area. This alternative meets project goals and is the preferred alternative.

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

CONTRACTOR LEGAL NAME: Town of Oak Bluffs		COMMONWEALTH DEPARTMENT NAME: Executive Office of Energy and Environmental Affairs MMARS Department Code: ENV	
Legal Address: (W-9, W-4,T&C): PO Box 1327, Oak Bluffs, MA 02557		Business Mailing Address: 100 Cambridge Street – Suite 900 Boston MA 02114	
Contract Manager: Robert L. Whritenour, Jr.		Billing Address (if different):	
E-Mail: rwhritenour@oakbluffsma.gov		Contract Manager: Mia Mansfield	
Phone: 508-693-3554, ext. 113	Fax:	E-Mail: Mia.Mansfield@mass.gov	
Contractor Vendor Code:		Phone: 617.626.1162	Fax:
Vendor Code Address ID (e.g. "AD001"): AD__ (Note: The Address Id Must be set up for EFT payments.)		MMARS Doc ID(s):	
		RFRR/Procurement or Other ID Number: ENV 19 MVP 02	
<input checked="" type="checkbox"/> NEW CONTRACT		<input type="checkbox"/> CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> <u>Statewide Contract</u> (OSD or an OSD-designated Department) <input type="checkbox"/> <u>Collective Purchase</u> (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> <u>Department Procurement</u> (includes State or Federal grants <u>815 CMR 2.00</u>) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach <u>Employment Status Form</u> , scope, budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)		Enter Current Contract End Date <u>Prior</u> to Amendment: ____, 20 ____. Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) <input type="checkbox"/> <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach any updates to scope or budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (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"/> <u>Rate Contract</u> (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"/> <u>Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or <u>new Total</u> if Contract is being amended). \$2,069,310			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through <u>EFT</u> 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __% PPD; Payment issued within 20 days __% PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (<u>G.L. c. 29, § 23A</u>); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.).			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) North Bluff Preservation Project			
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 <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 2. may be incurred as of ____, 20 ____, a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 3. were incurred as of ____, 20 ____, a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> 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>30 June 2020</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 <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR:		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:	
X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)		X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)	
Print Name: _____		Print Name: _____	
Print Title: _____		Print Title: _____	

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

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

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

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions, which must match the legal address on the 10991 table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on Comm-PASS, the Contract Manager must be listed on the Vendor Section tab.

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

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

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

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

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

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

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

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

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

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

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

NEW CONTRACTS (left side of Form):

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

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

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

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

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

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

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

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

CONTRACT AMENDMENT (Right Side of Form)

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

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

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

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

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

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

Legislative/Legal or Other: Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed.

Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly posted.

COMMONWEALTH TERMS AND CONDITIONS

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

COMPENSATION

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

PAYMENTS AND PROMPT PAY DISCOUNTS

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

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

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

ANTICIPATED START DATE

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

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here. A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are

appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c.4, § 9.

CERTIFICATIONS AND EXECUTION

See Department Head Signature Authorization Policy and the Contractor Authorized Signatory Listing for policies on Contractor and Department signatures.

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

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

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

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

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

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

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

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

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

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

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and G.L. c. 11, s.12 seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



regulation including, Executive Order 147; G.L. c. 29, s. 29F; G.L. c. 30, § 39R; G.L. c. 149, § 27C; G.L. c. 149, § 44C; G.L. c. 149, § 148B and G.L. c. 152, s. 25C.

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

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

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

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

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

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

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

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under G.L. c. 93H and c. 66A and Executive Order 504. The Contractor is required to comply with G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information

transmitted electronically or through a portable device be properly encrypted using (at a minimum) Information Technology Division (ITD) Protection of Sensitive Information, provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to G.L. c. 214, s. 3B.

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

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

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the Federal Equal Employment Opportunity (EEO) Laws the Americans with Disabilities Act; 42 U.S.C Sec. 12,101, et seq., the Rehabilitation Act; 29 USC c. 16 s. 794; 29 USC c. 16 s. 701; 29 USC c. 14, 623; the 42 USC c. 45; (Federal Fair Housing Act); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 92A; G.L. c. 272, s. 98 and 98A, Massachusetts Constitution Article CXIV and G.L. c. 93, s. 103; 47 USC c. 5, sc. II, Part II, s. 255 (Telecommunication Act; Chapter 149, Section 105D, G.L. c. 151C, G.L. c. 272, Section 92A, Section 98 and Section 98A, and G.L. c. 111, Section 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and Resources.

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

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The Information Technology Mandatory Specifications and the IT Acquisition Accessibility Contract Language are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the Expenditure Classification Handbook or other Contracts as approved by CTR or OSD. Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to G.L. c. 7 s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Consultant Contractor Certifications (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to G.L. Chapter 29, s. 29A). Contractors must make required disclosures as part of the RFR Response or using the Consultant Contractor Mandatory Submission Form.

Attorneys. Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to G.L. c. 30, s. 65, and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors. .

EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable Executive Orders (see also Massachusetts Executive Orders), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

Executive Order 130. Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(b)(3)-(4) and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by G.L. c. 151E, s. 2. A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 346. Hiring of State Employees By State Contractors. Contractor certifies compliance with both the conflict of interest law G.L. c. 268A specifically s. 5 (f) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Order 504. Regarding the Security and Confidentiality of Personal Information. For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and

penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth Information Technology Division's Security Policies. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "Security Policies") (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the Commonwealth's Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, § 3B for violations under M.G.L. c. 66A. Executive Orders 523, 524 and 526, Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478), Executive Order 524 (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390), Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions



Scope of Services
FY19 EEA Municipal Vulnerability Preparedness Program – Action Grant
Town of Oak Bluffs
June 21, 2019

Contractor:

Robert L. Whritenour, Jr.
PO Box 132
Oak Bluffs, MA 02557
508-693-3554, ext. 113
rwhritenour@oakbluffsma.gov

Project Title

North Bluff Preservation Project

Summary

The Town will complete a beach nourishment project to dredge Sengekontacket Pond, retrofit existing timber groins on the North Bluff beach to better contain the beach nourishment, and nourish the North Bluff beach below mean high water to enlarge it for climate resiliency and increased recreational value.

Scope

The tasks described in the attached scope table (and Municipal Vulnerability Preparedness Program Action Grant proposal) will be performed under this contract according to the agreed upon schedule and budget. In addition, a 1-2 page project summary and two summary PowerPoint slides with project images will be included with final project deliverables.

Funding Distribution

A portion of your award (FY19 amount shown below) will be dispersed upon execution of this contract, and the balance (FY20 amount shown below) upon receipt of a final report documenting costs incurred and work completed. The Town of Oak Bluffs will create a segregated non-interest bearing account into which the grant funds will be deposited, and submit to EEA each quarter a copy of a statement from that account. Any unexpended funds are to be returned to the Commonwealth at the conclusion of the project

FY19 - \$250,000

FY20 - \$1,819,310

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 and/or in-kind, must total at least 25% of the total project cost.

FINAL

- Grant funding is provided according to the scope of work and contract. Initial advanced payments and subsequent reimbursements require completion of deliverables. 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.
- No funds will be granted for work performed after **June 30, 2020**. Requests for reimbursement will NOT be accepted after **August 21, 2020**, for work completed by **June 30, 2020**.

Once tasks are completed and deliverables have been submitted to, reviewed and approved by EEA, the contractor must submit a package containing the following items:

1. A letter (on city or town letterhead) from the contractor with the contractor's authorized signatory documenting expenditure of advanced payment or requesting reimbursement.
2. All relevant invoices, including those from subcontractors. Invoices must itemize costs consistent with the agreed upon scope of work. Invoices must demonstrate sufficient information for EEA 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 task. 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 rates, etc.
4. **A 1-2 page project summary and two summary PowerPoint slides with project images.**

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. Reimbursement packages are due July 31, 2020.

EEA 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.

Progress Reporting

To help EEA stay current on work being conducted over the course of the project, it is expected that the Contractor will submit a brief monthly progress report (due by the 30th of the month) describing:

- Significant activities that have occurred to show progress toward deliverables
- Whether a change in schedule or scope of work is anticipated
- Whether costs are anticipated to be overrun or underrun
- If additional assistance from EEA or partners is needed

FINAL

- Invoices for work completed to date

FY19 MVP Action Grant Scope Template

Project Task Description	Deliverables	Due Date	Grant	Match	Total
Task 1:	Engineering & Construction Management Services		75%	25%	
Sub-task 1.1	Perform Pre-Dredge & Post-Dredge Surveys (Hydro & Topo)	8/30/2019 & 6/15/2020	\$ -	\$ -	\$ -
Sub-task 1.2	Prepare Final Design Plans & Specifications	8/15/2019	\$ -	\$ -	\$ -
Sub-task 1.3	Prepare Bid Documents & Coordinate Bid Process	9/20/2019	\$ -	\$ -	\$ -
Sub-task 1.4	Perform Construction Management & Inspection Services	6/15/2020	\$ -	\$ -	\$ -
Total Task 1 Cost			\$ -	\$ -	\$ -
Task 2:	Sengekontacket Dredging & North Bluff Beach Nourishment				
Sub-task 2.1	Project Mob & Demob	11/15/2019	\$ 93,750.00	\$ 31,250.00	\$ 125,000.00
Sub-task 2.2	Dredge Sengekontacket (16,500 CY) & Place Sediment of North Bluff	1/30/2020	\$ 1,237,500.00	\$ 412,500.00	\$ 1,650,000.00
Sub-task 2.3					
Total Task 2 Cost			\$ 1,331,250.00	\$ 443,750.00	\$ 1,775,000.00
Task 3:	Construction of Timber Groins (6)				
Sub-task 3.1	Project Mob & Demob	3/1/2020	\$ 93,750.00	\$ 31,250.00	\$ 125,000.00
Sub-task 3.2	Construct Timber Groins on North Bluff	6/15/2020	\$ 374,400.00	\$ 124,800.00	\$ 499,200.00
Sub-task 3.3					
Total Task 3 Cost			\$ 468,150.00	\$ 156,050.00	\$ 624,200.00
Task 4:	Project Contingency				
Sub-task 4.1	15% Project Contingency	6/15/2020	\$ 269,910.00	\$ 89,970.00	\$ 359,880.00
Sub-task 4.2					
Sub-task 4.3					
Total Task 4 Cost			\$ 269,910.00	\$ 89,970.00	\$ 359,880.00
Task 5:					
Sub-task 5.1					
Sub-task 5.2					
Sub-task 5.3					
Total Task 5 Cost					

(Add lines as necessary)

TOTAL PROJECT COST	\$ 2,069,310.00	\$ 689,770.00	\$ 2,759,080.00
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David Sisson Architecture PC
 345 Taunton Ave.
 East Providence RI 02914
 401-595-7070

CONSTRUCTION PROGRESS MEETING MINUTES

DATE:	06-25-2019	PROJECT NUMBER:	16111
PROJECT:	OAK BLUFFS ROOF & HVAC	CONTRACTOR:	Maron Construction Co.
ARCHITECT:	David Sisson Architecture PC	TEMPERATURE:	70 degrees ±
WEATHER:	Overcast	IN ATTENDANCE: Dave C – Maron, Dave S – DSARCH, Suresh B - Atlantic, Ron V – Atlantic, Mario M – Capeway, Mark - Capeway	

1. Revisions to previous minutes: n/a

2. Schedule:

- A. Construction start date: June 19, 2019
- Current Substantial completion date: Aug 30, 2019
- B. Upcoming scheduled events: n/a
- C. Estimated % of work completed: 10%
- D. Work not on schedule and reason(s): n/a
- E. Recovery plan to bring the project back on schedule: N/A
- F. Work progress during the past two weeks:
 - a. Work began 6/19/2019.
 - b. Removal of acoustical ceilings in offices, kindergarten classrooms
 - c. Some roofing demolition
 - d. Some installation of structural steel
 - e. Some removal of roofing edge metals
 - f. Roofing and HVAC materials on site
- G. Work planned during the coming two weeks:
 - g. Roofing
 - h. HVAC
 - i. Plumbing
 - j. Electrical
 - k. Structural Steel
- H. Trades on site:
 - a. Plumbing
 - b. HVAC
 - c. Structural Steel
 - d. Roofing

3. Shop drawings, Product Data, & Samples Submittals:

- The Contractor Submittal log shall be updated and furnished at each site meeting and attached to the meeting minutes.
- A. Several outstanding HVAC / E submittals:
 - a. 262816 ENCLOSED SWITCHES AND CIRCUIT BREAKERS
 - b. 262726 WIRING DEVICES
 - c. 260533 RACEWAY & BOXES FOR ELECTRICAL SYSTEMS
 - d. 230529 HANGERS & SUPPORTS FOR HVAC PIPING AND EQUIPMENT

4. Requests for information
 No outstanding RFI's

5. Modifications:

A. Supplemental instructions

ASI#	Title	Issued by A/E	Accepted by Contractor
ASI #01	Fire retardant vs PT roof edge blocking	04-18-2019	
ASI #02	Masonry demo & through wall flashing changes	06-25-2019	

B. CCDs

CCD #	Title	Issued by A/E	Converted to Change Order

C. RFPs

RFP #	Title	Issued by A/E	Proposal by Contractor	Converted to Change Order

D. Change Orders

Change Order #	A/E Approval	Contractor Approval	Owner Approval

6. Pay Requests

Pay request #	Submitted by Contractor	A/E Action	Notes
PR #01	04-15-2019	Approved 04-18-2019	
PR #02	06-19-2019	Approved 06-25-2019	Received by Architect 6-24-2019

7. Items Discussed / Action Items

- A. Dave C and Dave S reviewed the masonry (CMU) sample. The sample is a close match to the existing CMU. The sample is 8" x16", but the existing CMU is 8" x 8". The mason has suggested scoring the block in the field to 8" x 8". Dave S approved the scoring of the block and approved the mason using mortar on the score so the new block will match the existing
- B. Dave S reviewed the gutter and fascia sample / mockup. This was approved. This fascia has a leg that goes horizontally onto the soffit. This was approved. The roofer will use color matched screws at 40" o.c. to attach the bottom edge of the fascia.
- C. Roof edge was discussed. There is some ponding on the upper roof due to a small change in height between the new roof edge blocking and the new tapered insulation (approximately 1/8"). The loose TPO roof edge (temporary) has exacerbated this issue. It was agreed that the new roof edge (to be installed) should use 3/4" or 5/4" wood, in order that any damming is avoided. David S (architect) will suggest locations to create a small "scupper" at the areas already installed, to allow ponded water to flow off the roof. This would consist of approximately 3' long areas where the roofer will remove some of the new roof edge blocking and replace with 3/4" material. This will allow water to flow off these edges.
 - a. **Action item:** Dave S to suggest locations for "scuppers"
- D. Discussed wrinkled roof. Some of the membrane has excessive wrinkles (more than 1/2"). The roofer (Capeway) agreed to review this issue with the inspector the next time he is on site.
 - a. **Action Item:** Capeway Roofing to discuss with Firestone inspector and report back on solutions.
- E. Dave C suggested moving ACCU-2 back 2 structural bays from the edge of the roof. The proposed location was immediately on the roof edge and difficult to waterproof. The new location is acceptable per David S.
- F. Some rotted fascia was discovered. Rotted wood up to 12" is to be billed as a unit price (per the spec). Rotted wood larger than 12" is a change order.
 - a. **Action item:** Contractor to determine extent of rotted fascia and submit a Change Order Proposal if required.
- G. Discussed third party testing on the structural steel. Currently the owner does not have a third party testing agency, and the structural steel will be complete in the next week. David S called the structural engineer to see what is required, and will arrange for the structural engineer to visit the site ASAP.
 - a. **Action item:** David S will arrange for the structural engineer to do a site visit
 - b. **Action item:** David S will work with the structural engineer to determine requires special inspections
- H. Schedule slightly behind.

9. Next Job Site Meeting: TBD

MEETING MINUTES by: David Sisson

Copy of Oak Bluffs Elementary School - Budget update as of 2019-06-11

Vendor	Committed amounts	Invoice #	Paid	Remaining amount	Warrant #	Date	Account #	Comments
David Sisson Architecture PC	\$ 291,987.62	1608	\$ 27,671.82	\$ 264,315.80	19-24MAN	6/7/2019	30315-5200	
David Sisson Architecture PC		1595	\$ 1,302.99	\$ 263,012.81	19-24MAN	6/7/2019	30315-5200	
David Sisson Architecture PC			\$ -	\$ 263,012.81			30315-5200	
David Sisson Architecture PC			\$ -	\$ 263,012.81			30315-5200	
David Sisson Architecture PC			\$ -	\$ 263,012.81			30315-5200	
David Sisson Architecture PC			\$ -	\$ 263,012.81			30315-5200	
David Sisson Architecture PC			\$ -	\$ 263,012.81			30315-5200	
Maron	\$ 6,935,700.00	1	\$ 121,343.50	\$ 6,814,356.50	19-26EXP	6/30/2019	30701-5200	includes retainage
Maron		2	\$ 313,500.00	\$ 6,500,856.50			30701-5200	
Maron				\$ 6,500,856.50			?????	
Maron				\$ 6,500,856.50			?????	
Maron				\$ 6,500,856.50			?????	
Maron				\$ 6,500,856.50			?????	
Maron				\$ 6,500,856.50			?????	
Atlantic Construction & Management, Inc.	\$ 294,000.50	10049-1	\$ 34,200.00	\$ 259,800.50	19-24EXP	6/6/2019	30315-5200	
Atlantic Construction & Management, Inc.		10049-2	\$ 25,762.50	\$ 234,038.00	19-24EXP	6/6/2019	30315-5200	
Atlantic Construction & Management, Inc.							30315-5200	
Atlantic Construction & Management, Inc.							30315-5200	
Atlantic Construction & Management, Inc.							30315-5200	
Atlantic Construction & Management, Inc.							30315-5200	
Sub Totals	\$ 7,521,688.12		\$ 523,780.81	\$ 6,997,907.31				
Total Budget	?????							
Remaining Contingency	#VALUE!							

Invoice 3									
Roofing & HVAC Oak Bluffs Elementary									
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED	TOTAL COMPLETED & STORED	% COMPLETE	BALANCE TO FINISH	RETAINAGE
			FROM PREV. APPLICATION	THIS PERIOD					
1	Bond	\$65,882.00	\$65,882.00			\$65,882.00	100.00%	\$0.00	\$3,294.10
2	General Conditions								
A	Site Supervision	\$80,000.00	\$6,700.00	\$0.00		\$6,700.00	8.38%	\$73,300.00	\$335.00
B	Dumpsters	\$28,000.00		\$9,000.00		\$9,000.00	32.14%	\$19,000.00	\$450.00
C	Lodging	\$68,000.00	\$3,500.00	\$45,000.00		\$48,500.00	71.32%	\$19,500.00	\$2,425.00
D	Temporary Fencing	\$29,000.00		\$9,000.00		\$9,000.00	31.03%	\$20,000.00	\$450.00
E	Transportation & Ferry	\$20,000.00		\$3,000.00		\$3,000.00	15.00%	\$17,000.00	\$150.00
F	Privy	\$5,000.00		\$600.00		\$600.00	12.00%	\$4,400.00	\$30.00
G	Scheduling	\$10,000.00	\$3,000.00			\$3,000.00	30.00%	\$7,000.00	\$150.00
H	Punch list	\$12,000.00				\$0.00	0.00%	\$12,000.00	\$0.00
I	Final Cleaning	\$15,000.00				\$0.00	0.00%	\$15,000.00	\$0.00
3	Demolition								\$0.00
A	First Floor								\$0.00
1	Remove ACT tile & Grid	\$8,000.00		\$4,000.00		\$4,000.00	50.00%	\$4,000.00	\$200.00
2	Open Hole in GWB ceiling for Grilles	\$2,800.00		\$2,800.00		\$2,800.00	100.00%	\$0.00	\$140.00
3	Cut in Duct penetrations	\$1,500.00				\$0.00	0.00%	\$1,500.00	\$0.00
B	Second Floor								\$0.00
1	Remove ACT Tile & Grid	\$7,000.00		\$3,500.00		\$3,500.00	50.00%	\$3,500.00	\$175.00
C	Exterior								\$0.00
1	Cut Roof at Fall Protection Davit	\$24,000.00				\$0.00	0.00%	\$24,000.00	\$0.00
2	Library Roof Detail A4.7	\$2,700.00				\$0.00	0.00%	\$2,700.00	\$0.00
3	R&S wood Railing at Library Deck	\$3,400.00				\$0.00	0.00%	\$3,400.00	\$0.00
4	Cut Back roof structure for Framing	\$13,000.00		\$13,000.00		\$13,000.00	100.00%	\$0.00	\$650.00
6	Remove damaged StuccoRemove Wind	\$4,500.00		\$4,500.00		\$4,500.00	100.00%	\$0.00	\$225.00
7	Remove Stack CMU Soaps	\$9,000.00				\$0.00	0.00%	\$9,000.00	\$0.00
4	Masonry								\$0.00
A	Bonds	\$1,786.00	\$1,786.00			\$1,786.00	100.00%	\$0.00	\$89.30
B	Submittals	\$2,000.00	\$2,000.00			\$2,000.00	100.00%	\$0.00	\$100.00
C	Moblization	\$4,000.00		\$4,000.00		\$4,000.00	100.00%	\$0.00	\$200.00
D	Mock up	\$3,000.00				\$0.00	0.00%	\$3,000.00	\$0.00

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED	TOTAL COMPLETED & STORED	% COMPLETE	BALANCE TO FINISH	RETAINAGE
			FROM PREV. APPLICATION	THIS PERIOD					
E	Detail A.2/A8.0-Drawing. A 4.2	\$32,000.00				\$0.00	0.00%	\$32,000.00	\$0.00
F	Detail A.2/A8.3- Drawing A 4.2	\$28,000.00				\$0.00	0.00%	\$28,000.00	\$0.00
G	Detail A.2/A8.0- Drawing A4.3	\$63,000.00				\$0.00	0.00%	\$63,000.00	\$0.00
H	detail A2, C3, D2 Drawing A4.7	\$9,000.00				\$0.00	0.00%	\$9,000.00	\$0.00
I	Chinmey repointing	\$8,000.00				\$0.00	0.00%	\$8,000.00	\$0.00
J	Demobilization	\$3,000.00				\$0.00	0.00%	\$3,000.00	\$0.00
5	Structural Steel Framing								\$0.00
A	Deliver Steel at roof overbuild A/B	\$65,000.00		\$65,000.00		\$65,000.00	100.00%	\$0.00	\$3,250.00
B	Erect Steel at roof overbuild A/B	\$45,000.00		\$45,000.00		\$45,000.00	100.00%	\$0.00	\$2,250.00
C	Deliver roof top Support units (4)	\$7,000.00		\$7,000.00		\$7,000.00	100.00%	\$0.00	\$350.00
D	Erect Roof top support units	\$11,000.00		\$11,000.00		\$11,000.00	100.00%	\$0.00	\$550.00
E	F&I Thermal Break Pads (18)	\$17,000.00		\$17,000.00		\$17,000.00	100.00%	\$0.00	\$850.00
F	Install Metal Decking	\$21,000.00		\$21,000.00		\$21,000.00	100.00%	\$0.00	\$1,050.00
G	Deliver Aluminum Cage Ladders (2)	\$26,000.00		\$26,000.00		\$26,000.00	100.00%	\$0.00	\$1,300.00
H	Install Aluminum Cage Ladders (2)	\$19,000.00		\$9,500.00		\$9,500.00	50.00%	\$9,500.00	\$475.00
I	F&I Aluminum Ship Ladders	\$11,000.00				\$0.00	0.00%	\$11,000.00	\$0.00
6	Cold Form framing								\$0.00
A	Deliver Roof Overbuild material	\$11,000.00		\$11,000.00		\$11,000.00	100.00%	\$0.00	\$550.00
B	Install roof overbuild Material	\$15,000.00		\$3,000.00		\$3,000.00	20.00%	\$12,000.00	\$150.00
7	Rough Carpentry								\$0.00
A	Roof Blocking								\$0.00
1	Shingle/Memb. Term Upper	\$8,000.00		\$800.00		\$800.00	10.00%	\$7,200.00	\$40.00
2	Shingle/Memb. Term lower	\$26,000.00		\$2,600.00		\$2,600.00	10.00%	\$23,400.00	\$130.00
3	Flat roof to Slope- Upper	\$4,800.00		\$4,800.00		\$4,800.00	100.00%	\$0.00	\$240.00
4	Flat Roof to Slope- Lower	\$11,000.00				\$0.00	0.00%	\$11,000.00	\$0.00
5	Flat to Shingle Roof Upper	\$2,000.00		\$2,000.00		\$2,000.00	100.00%	\$0.00	\$100.00
6	Sloped Fascia	\$1,000.00				\$0.00	0.00%	\$1,000.00	\$0.00
7	Flat Roof at Gutter	\$1,500.00		\$1,500.00		\$1,500.00	100.00%	\$0.00	\$75.00
8	At Vertical wall	\$2,700.00				\$0.00	0.00%	\$2,700.00	\$0.00
9	Overbuild Endwall	\$2,300.00				\$0.00	0.00%	\$2,300.00	\$0.00
10	Roof overbuild	\$15,000.00				\$0.00	0.00%	\$15,000.00	\$0.00
11	Flat Roof/Kneewall	\$6,900.00		\$5,000.00		\$5,000.00	72.46%	\$1,900.00	\$250.00
B	Window Blocking	\$9,000.00				\$0.00	0.00%	\$9,000.00	\$0.00

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREV. APPLICATION	THIS PERIOD	MATERIALS PRESENTLY STORED	TOTAL COMPLETED & STORED	% COMPLETE	BALANCE TO FINISH	RETAINAGE
8	Finish Carpentry								
A	Window Trim	\$8,000.00				\$0.00	0.00%	\$8,000.00	\$0.00
9	Roofing								
A	General Conditions	\$178,396.00		\$94,550.00		\$94,550.00	53.00%	\$83,846.00	\$4,727.50
B	Bond	\$26,759.00	\$26,759.00			\$26,759.00	100.00%	\$0.00	\$1,337.95
C	Sloped Roof Areas								\$0.00
1	Vented Nailboard/Insulation- Material	\$150,000.00		\$150,000.00		\$150,000.00	100.00%	\$0.00	\$7,500.00
2	Vented Nailboard/Insulation- Labor	\$180,000.00		\$30,000.00		\$30,000.00	16.67%	\$150,000.00	\$1,500.00
3	Dumpsters	\$34,000.00	\$3,000.00			\$3,000.00	8.82%	\$31,000.00	\$150.00
D	Underlayment & Shingles								\$0.00
1	Material	\$180,000.00		\$180,000.00		\$180,000.00	100.00%	\$0.00	\$9,000.00
2	Labor	\$250,000.00		\$40,000.00		\$40,000.00	16.00%	\$210,000.00	\$2,000.00
E	Sheet Metal Gutter & Downspouts								\$0.00
1	Material	\$80,000.00		\$80,000.00		\$80,000.00	100.00%	\$0.00	\$4,000.00
2	Labor	\$120,000.00				\$0.00	0.00%	\$120,000.00	\$0.00
F	Low Sloped Roof								\$0.00
1	Vapor Barrier Material	\$30,000.00	\$2,000.00	\$28,000.00		\$30,000.00	100.00%	\$0.00	\$1,500.00
2	Vapor Barrier Labor	\$60,000.00	\$6,000.00	\$34,000.00		\$40,000.00	50.00%	\$40,000.00	\$2,000.00
3	Insulation& Fast. Material	\$160,000.00	\$52,000.00	\$108,000.00		\$160,000.00	100.00%	\$0.00	\$8,000.00
4	Insulation & Fasteners Labor	\$200,000.00	\$64,000.00	\$36,000.00		\$100,000.00	50.00%	\$100,000.00	\$5,000.00
5	Membrane/Adhesive Material	\$100,000.00	\$32,000.00	\$68,000.00		\$100,000.00	100.00%	\$0.00	\$5,000.00
6	Membrane/Adhesive Labor	\$130,000.00	\$40,000.00	\$0.00		\$40,000.00	30.77%	\$80,000.00	\$2,000.00
7	Membraneflashing Material	\$30,000.00	\$10,000.00	\$20,000.00		\$30,000.00	100.00%	\$0.00	\$1,500.00
8	Membrane flashing Labor	\$49,000.00	\$3,800.00	\$3,800.00		\$7,600.00	15.51%	\$41,400.00	\$380.00
9	Walkpad Material	\$15,000.00		\$15,000.00		\$15,000.00	100.00%	\$0.00	\$750.00
10	Walkpad Labor	\$23,000.00				\$0.00	0.00%	\$23,000.00	\$0.00
11	Sheet Metal Flashing/Trim material	\$60,000.00				\$0.00	0.00%	\$60,000.00	\$0.00
12	Sheet Metal Flashing trim Labor	\$80,000.00				\$0.00	0.00%	\$80,000.00	\$0.00
13	Dumsters	\$40,000.00	\$4,000.00			\$4,000.00	10.00%	\$36,000.00	\$200.00
10	Roof pavers & Pedestals								\$0.00
A	Deliver Material	\$21,000.00				\$0.00	0.00%	\$21,000.00	\$0.00
B	Install Material	\$20,000.00				\$0.00	0.00%	\$20,000.00	\$0.00
11	Roof Hatch Guardrail System	\$9,000.00				\$0.00	0.00%	\$9,000.00	\$0.00

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED	TOTAL COMPLETED & STORED	% COMPLETE	BALANCE TO FINISH	RETAINAGE
			FROM PREV. APPLICATION	THIS PERIOD					
12	Glass & Glazing								
A	Shop drawings	\$4,000.00	\$4,000.00			\$4,000.00	100.00%	\$0.00	\$200.00
B	Submittals	\$1,000.00	\$1,000.00			\$1,000.00	100.00%	\$0.00	\$50.00
C	Bonds	\$2,648.00	\$2,648.00			\$2,648.00	100.00%	\$0.00	\$132.40
D	Material								\$0.00
1	Kalwall panels	\$76,000.00				\$0.00	0.00%	\$76,000.00	\$0.00
2	Misc Tape & Sealant	\$1,000.00				\$0.00	0.00%	\$1,000.00	\$0.00
3	Fasteners	\$800.00				\$0.00	0.00%	\$800.00	\$0.00
4	Expenses(Ferry/Room/Board)	\$9,400.00				\$0.00	0.00%	\$9,400.00	\$0.00
3	Equipment	\$5,500.00				\$0.00	0.00%	\$5,500.00	\$0.00
E	Labor								\$0.00
1	Field Measurements	\$2,900.00		\$2,900.00		\$2,900.00	100.00%	\$0.00	\$145.00
2	Site delivery/Unload	\$5,000.00				\$0.00	0.00%	\$5,000.00	\$0.00
3	Reglaze greenhouse	\$18,000.00				\$0.00	0.00%	\$18,000.00	\$0.00
4	Remove panels & Skylight Frames	\$24,000.00				\$0.00	0.00%	\$24,000.00	\$0.00
5	Re-anchor Skylight FrameGlaze panel	\$29,000.00				\$0.00	0.00%	\$29,000.00	\$0.00
13	Windows								\$0.00
A	Shop drawings	\$3,000.00		\$3,000.00		\$3,000.00	100.00%	\$0.00	\$150.00
B	Deliver Windows	\$31,000.00		\$31,000.00		\$31,000.00	100.00%	\$0.00	\$1,550.00
C	Install Windows	\$12,000.00				\$0.00	0.00%	\$12,000.00	\$0.00
14	Gypsum Board								\$0.00
A	Roof Overhangs	\$5,000.00				\$0.00	0.00%	\$5,000.00	\$0.00
B	At windows	\$4,000.00				\$0.00	0.00%	\$4,000.00	\$0.00
C	at Mechanical removals	\$6,000.00				\$0.00	0.00%	\$6,000.00	\$0.00
D	At Wing A Lobby	\$8,000.00				\$0.00	0.00%	\$8,000.00	\$0.00
15	Acoustical Ceiling Panels								\$0.00
A	Remove Ceiling grid & Reinstall								\$0.00
1	1st floor (12 rooms)	\$16,000.00		\$8,000.00		\$8,000.00	50.00%	\$8,000.00	\$400.00
2	2nd floor (6 rooms)	\$14,000.00		\$7,000.00		\$7,000.00	50.00%	\$7,000.00	\$350.00
3	Wing A (6 rooms)	\$8,000.00		\$4,000.00		\$4,000.00	50.00%	\$4,000.00	\$200.00
4	Wing B (9 rooms)	\$11,000.00		\$5,500.00		\$5,500.00	50.00%	\$5,500.00	\$275.00
5	Wing C (9 rooms)	\$9,000.00		\$4,500.00		\$4,500.00	50.00%	\$4,500.00	\$225.00
16	Painting	\$12,000.00				\$0.00	0.00%	\$12,000.00	\$0.00

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED	TOTAL COMPLETED & STORED	% COMPLETE	BALANCE TO FINISH	RETAINAGE
			FROM PREV. APPLICATION	THIS PERIOD					
17	Stucco								
A	Frame Exterior soffit- 1st floor (3)	\$5,000.00				\$0.00	0.00%	\$5,000.00	\$0.00
B	Frame Exterior soffit- 2nd floor (1)	\$7,000.00				\$0.00	0.00%	\$7,000.00	\$0.00
C	New Stucco finish	\$5,000.00				\$0.00	0.00%	\$5,000.00	\$0.00
18	Fall Protection								\$0.00
A	Engineering	\$15,000.00	\$7,500.00	\$0.00		\$7,500.00	50.00%	\$7,500.00	\$375.00
B	Deliver Material	\$42,000.00				\$0.00	0.00%	\$42,000.00	\$0.00
C	Install Fall Protection	\$29,000.00				\$0.00	0.00%	\$29,000.00	\$0.00
19	Clean Roof drain system	\$22,000.00				\$0.00	0.00%	\$22,000.00	\$0.00
20	Allowances								\$0.00
A	Number 1	\$5,000.00				\$0.00	0.00%	\$5,000.00	\$0.00
B	Number 2	\$35,000.00				\$0.00	0.00%	\$35,000.00	\$0.00
B	Number 3	\$40,000.00				\$0.00	0.00%	\$40,000.00	\$0.00
21	Project Closeout								\$0.00
A	As Builts	\$10,000.00				\$0.00	0.00%	\$10,000.00	\$0.00
B	O&M Manuals	\$8,000.00				\$0.00	0.00%	\$8,000.00	\$0.00
22	HVAC								\$0.00
A	Bond	\$31,335.00	\$17,655.00			\$17,655.00	56.34%	\$13,680.00	\$882.75
B	Submittals	\$8,000.00	\$8,000.00	\$0.00		\$8,000.00	100.00%	\$0.00	\$400.00
C	Layout & Measure	\$28,000.00	\$15,000.00	\$13,000.00		\$28,000.00	100.00%	\$0.00	\$1,400.00
D	Storage & Shipping	\$60,000.00		\$30,000.00		\$30,000.00	50.00%	\$30,000.00	\$1,500.00
E	Demolition	\$125,000.00	\$10,000.00	\$40,000.00		\$50,000.00	40.00%	\$75,000.00	\$2,500.00
F	Sheetmetal 1st floor	\$350,000.00				\$0.00	0.00%	\$350,000.00	\$0.00
G	Sheetmetal 2nd Floor	\$236,000.00		\$85,000.00		\$85,000.00	36.02%	\$151,000.00	\$4,250.00
H	Piping 1st Floor	\$190,000.00	\$30,000.00	\$48,750.00		\$78,750.00	41.45%	\$111,250.00	\$3,937.50
I	Piping 2nd Floor	\$190,000.00		\$78,750.00		\$78,750.00	41.45%	\$111,250.00	\$3,937.50
J	Insulation 1st Floor	\$56,000.00				\$0.00	0.00%	\$56,000.00	\$0.00
K	Insulation 2nd Floor	\$56,000.00				\$0.00	0.00%	\$56,000.00	\$0.00
L	ATC Controls 1st Floor	\$325,000.00	\$10,000.00	\$75,633.00		\$85,633.00	26.35%	\$239,367.00	\$4,281.65
M	ATC Controls 2nd Floor	\$325,000.00		\$85,633.00		\$85,633.00	26.35%	\$239,367.00	\$4,281.65
N	Fan/Gravity Vent Material	\$78,000.00		\$78,000.00		\$78,000.00	100.00%	\$0.00	\$3,900.00
O	Fan/Gravity Vents Labor	\$72,000.00		\$10,000.00		\$10,000.00	13.89%	\$62,000.00	\$500.00
P	Balancing	\$19,000.00				\$0.00	0.00%	\$19,000.00	\$0.00

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED	TOTAL COMPLETED & STORED	% COMPLETE	BALANCE TO FINISH	RETAINAGE
			FROM PREV. APPLICATION	THIS PERIOD					
Q	AC & ERV Material	\$234,000.00		\$234,000.00		\$234,000.00	100.00%	\$0.00	\$11,700.00
R	AC & ERV Labor	\$110,000.00		\$25,000.00		\$25,000.00	22.73%	\$85,000.00	\$1,250.00
S	Hoisting/Rigging	\$20,000.00				\$0.00	0.00%	\$20,000.00	\$0.00
T	Travel & Room Expenses	\$76,000.00	\$3,500.00	\$8,000.00		\$11,500.00	15.13%	\$64,500.00	\$575.00
U	Closeout	\$6,000.00				\$0.00	0.00%	\$6,000.00	\$0.00
V	Training	\$9,000.00				\$0.00	0.00%	\$9,000.00	\$0.00
23	Electrical								\$0.00
A	Permit	\$8,000.00	\$8,000.00	\$0.00		\$8,000.00	100.00%	\$0.00	\$400.00
B	Submittal	\$10,000.00	\$10,000.00	\$0.00		\$10,000.00	100.00%	\$0.00	\$500.00
C	Temp Power	\$15,000.00		\$10,000.00		\$10,000.00	66.67%	\$5,000.00	\$500.00
D	Demolition								\$0.00
1	1st floor A	\$36,000.00		\$36,000.00		\$36,000.00	100.00%	\$0.00	\$1,800.00
2	2nd floor B	\$36,000.00		\$36,000.00		\$36,000.00	100.00%	\$0.00	\$1,800.00
3	Roof A	\$34,000.00		\$34,000.00		\$34,000.00	100.00%	\$0.00	\$1,700.00
4	Roof B	\$32,000.00		\$32,000.00		\$32,000.00	100.00%	\$0.00	\$1,600.00
5	Roof C	\$30,000.00		\$30,000.00		\$30,000.00	100.00%	\$0.00	\$1,500.00
E	Power & Systems								\$0.00
1	1st floor A	\$66,000.00		\$10,000.00		\$10,000.00	15.15%	\$56,000.00	\$500.00
2	1st floor C	\$68,000.00		\$10,000.00		\$10,000.00	14.71%	\$58,000.00	\$500.00
3	2nd Floor A	\$68,000.00		\$10,000.00		\$10,000.00	14.71%	\$58,000.00	\$500.00
4	Roof A	\$70,000.00		\$10,000.00		\$10,000.00	14.29%	\$60,000.00	\$500.00
5	Roof B	\$72,000.00		\$10,000.00		\$10,000.00	13.89%	\$62,000.00	\$500.00
6	Roof C	\$68,394.00		\$10,000.00		\$10,000.00	14.62%	\$58,394.00	\$500.00
F	Closeout	\$9,800.00				\$0.00	0.00%	\$9,800.00	\$0.00
G	Mobilization for electrical	\$12,000.00	\$4,000.00	\$0.00		\$4,000.00	33.33%	\$12,000.00	\$200.00
		\$6,935,700.00	\$457,730.00	\$2,333,616.00	\$0.00	\$2,791,346.00	0.402460602	\$4,148,354.00	\$139,567.30