



CITY CLERK  
GLOUCESTER, MA  
12 NOV 13 AM 8:40

**GLOUCESTER CITY COUNCIL**  
9 Dale Avenue, Gloucester, MA 01930  
Office (978) 281-9720 Fax (978) 282-3051  
**Special Budget & Finance Committee**  
Thursday, November 15, 2012 – 6:30 p.m.  
1<sup>st</sup> Fl. Council Committee Rm. – City Hall  
**AGENDA**

*(Items May be taken out of order at the discretion of the Committee)*

1. *Memorandum from Mayor re: FY12 Certified Free Cash*
2. *Supplemental Appropriation-Special Budgetary Request #2012-SA-9 from Mayor's Department*
3. *Supplemental Appropriation-Special Budgetary Request #2012-SA-10 from CFO*
4. *Supplemental Appropriation-Special Budgetary Request #2012-SA-11 from CFO*
5. *Supplemental Appropriation-Special Budgetary Request #2012-SA-12 from CFO*
6. *Supplemental Appropriation-Special Budgetary Request #2012-SA-13 from CFO*
7. *Memorandum from CFO re: appropriation request in the amount of \$500,000 for replacement of boiler At Gloucester High School*
8. *Special Budgetary Transfer Request (#2013-SBT-8) from Police Department*
9. *Supplemental Appropriation-Special Budgetary Request #2013-SA-7 from Community Development Dept.*
10. *Supplemental Appropriation-Special Budgetary Request #2013-SA-8 from Community Development Dept.*
11. *Memorandum from CFO re: permission to pay invoice for services procured and goods purchased by the IT Department without a purchase order*
12. *Memorandum from DPW re: permission to pay invoices for services procured and goods purchased without a purchase order*
13. *Memorandum from Acting Community Development Director re: an off-cycle recommendation for a Newell Stadium application from the Community Preservation Committee for Round 3, FY12 Funds*
14. *Memorandum from Police Chief re: proposed fees for Police Department Services*
15. *Memorandum, Grant Application and Checklist from Environmental Engineer re: Mass DEP Water Conservation Grant*
16. *Special Budgetary Transfer Request (#2013-SBT-9) from Legal Department*
17. *Special Budgetary Transfer Request (#2013-SBT-10) from Fire Department*
18. *Special Budgetary Transfer Request (#2013-SBT-11) from Planning Department*
19. *Memorandum from Police Chief re: permission to pay an invoice for services procured without a purchase order*

**COMMITTEE**

Councilor Paul McGeary, Chair  
Councilor Joseph Ciolino, Vice Chair  
Councilor Melissa Cox

**Committee members – Please bring relevant documentation**

Back-up and Supporting Documentation all on file at the City Clerk's Office, City Hall

CC: Mayor Carolyn Kirk  
Jim Duggan  
Kenny Costa  
Jeffrey Towne  
Police Chief Leonard Campanello; Fire Chief Eric Smith  
Gregg Cademartori, Deborah Laurie  
Mike Hale, Larry Durkin  
Sandra Dahl-Ronan, J.J. Bell

The listing of matters is those reasonably anticipated by the Chair which may be discussed at the meeting. Not all items listed may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law.

Carolyn Kirk

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**From:** recapdata@dor.state.ma.us  
**Sent:** Monday, November 05, 2012 11:28 AM  
**To:** Aleesha Nunley; Carolyn Kirk; Jeff Towne; Kenny Costa; Mary Richardson; recapdata@dor.state.ma.us  
**Subject:** Freecash Approval Notification for Gloucester

**Massachusetts Department of Revenue Division of Local Services**  
*Amy Pitter, Commissioner*  
*Robert G. Nunes, Deputy Commissioner & Director of Municipal Affairs*

Monday, November 05, 2012

Kenny Costa  
City Auditor  
City of Gloucester

**Re: NOTIFICATION OF FREE CASH APPROVAL - Gloucester**

Based upon the unaudited balance sheet submitted, I hereby certify that the amount of available funds or "free cash" as of July 1, 2012 for the City of Gloucester is:

General Fund		\$ 4,849,638
Water Enterprise	Enterprise Fund	\$ 1,718,715
Sewer Enterprise	Enterprise Fund	\$ 1,971,986
Waterways Enterprise	Enterprise Fund	\$ 518,891
Rink Enterprise	Enterprise Fund	\$ 118,856

This certification is in accordance with the provisions of G. L. Chapter 59, §23, as amended.

Certification letters will be e-mailed to the mayor/manager, board of selectmen, prudential committee, finance director and treasurer immediately upon approval, provided an e-mail address is reported in DLS' Local Officials Directory. Please forward to other officials that you deem appropriate.

Sincerely,  
Gerard D. Perry  
Director of Accounts

cc: [anunley@gloucester-ma.gov](mailto:anunley@gloucester-ma.gov); [ckirk@gloucester-ma.gov](mailto:ckirk@gloucester-ma.gov); [jtowne@gloucester-ma.gov](mailto:jtowne@gloucester-ma.gov); [kcosta@gloucester-ma.gov](mailto:kcosta@gloucester-ma.gov); [mrichardson@gloucester-ma.gov](mailto:mrichardson@gloucester-ma.gov); [recapdata@dor.state.ma.us](mailto:recapdata@dor.state.ma.us)

\*\*\*\*\*  
This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the system manager at postmaster at dor.state.ma.us.  
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**City of Gloucester**  
**SUPPLEMENTAL APPROPRIATION - BUDGETARY REQUEST**  
**Fiscal Year 2013**

\*\*\*\*CITY COUNCIL APPROVAL- 6 VOTES NEEDED\*\*\*\*

APPROPRIATION # 2013-SA-   E9   Auditor's Use Only

DEPARTMENT REQUESTING TRANSFER: \_\_\_\_\_ Mayor

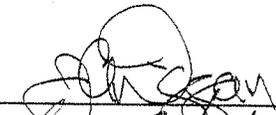
APPROPRIATION AMOUNT: \$           616,075.00

Account to appropriate from:	Unifund Account #	<u>101000.10.000.35900.0000.00.000.00.000</u>
	Account Description	<u>General Fund Unreserved Fund Balance</u>
Balance Before Appropriation	\$	<u>4,849,638.00</u>
Balance After Appropriation	\$	<u>4,233,563.00</u>

Account Receiving Appropriation:	Unifund Account #	<u>840000.10.991.49700.0000.00.000.00.040</u>
	Account Description	<u>Stabilization Fund - Transfer In From General Fund</u>
Balance Before Appropriation	\$	<u>2,134,962.57</u>
Balance After Appropriation	\$	<u>2,751,037.57</u>

DETAILED ANALYSIS OF NEED(S): To restore the funds transferred from Stabilization Fund to  
balance the FY13 General Fund budget.

**APPROVALS:**

DEPT. HEAD:  DATE: 11-6-2012

ADMINISTRATION:  DATE: 11/6/12

BUDGET & FINANCE: \_\_\_\_\_ DATE: \_\_\_\_\_

CITY COUNCIL: \_\_\_\_\_ DATE: \_\_\_\_\_

**City of Gloucester**  
**SUPPLEMENTAL APPROPRIATION - BUDGETARY REQUEST**  
**Fiscal Year 2013**

\*\*\*\* CITY COUNCIL APPROVAL- 6 VOTES NEEDED\*\*\*\*

APPROPRIATION # 2013-SA- 10 Auditor's Use Only

DEPARTMENT REQUESTING TRANSFER: \_\_\_\_\_ CFO \_\_\_\_\_

APPROPRIATION AMOUNT: \$ 20,000.00

Account to appropriate from:

<i>Unifund Account #</i>	<u>101000.10.000.35900.0000.00.000.00.000</u>
<i>Account Description</i>	<u>GF Unreserved Fund Balance - Free Cash</u>
Balance Before Appropriation	\$ <u>4,233,563.00</u>
Balance After Appropriation	\$ <u>4,213,563.00</u>

Account Receiving Appropriation:

<i>Unifund Account #</i>	<u>101000.10.472.51300.0000.00.000.00.051</u>
<i>Account Description</i>	<u>Facilities Salaries - Overtime</u>
Balance Before Appropriation	\$ <u>(1,261.82)</u>
Balance After Appropriation	\$ <u>18,738.18</u>

DETAILED ANALYSIS OF NEED(S): To fund additional overtime in this department.  
\_\_\_\_\_  
\_\_\_\_\_

**APPROVALS:**

DEPT. HEAD: Jeffrey Crowne DATE: 11/7/12

ADMINISTRATION: [Signature] DATE: 11/7/12

BUDGET & FINANCE: \_\_\_\_\_ DATE: \_\_\_\_\_

CITY COUNCIL: \_\_\_\_\_ DATE: \_\_\_\_\_

**City of Gloucester**  
**SUPPLEMENTAL APPROPRIATION - BUDGETARY REQUEST**  
**Fiscal Year 2013**

\*\*\*\*CITY COUNCIL APPROVAL- 6 VOTES NEEDED\*\*\*\*

APPROPRIATION # 2013-SA- 11 Auditor's Use Only

DEPARTMENT REQUESTING TRANSFER: \_\_\_\_\_ CFO \_\_\_\_\_

APPROPRIATION AMOUNT: \$ 109,500.00

Account to appropriate from:

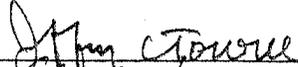
	<i>Unifund Account #</i>	<u>101000.10.000.35900.0000.00.000.00.000</u>
	<i>Account Description</i>	<u>GF Unreserved Fund Balance - Free Cash</u>
Balance Before Appropriation	\$	<u>4,213,563.00</u>
Balance After Appropriation	\$	<u>4,104,063.00</u>

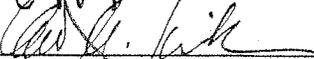
Account Receiving Appropriation:

	<i>Unifund Account #</i>	<u>101000.10.472.52000.0000.00.000.00.052</u>
	<i>Account Description</i>	<u>Facilities - Contract Services</u>
Balance Before Appropriation	\$	<u>166,155.65</u>
Balance After Appropriation	\$	<u>275,655.65</u>

DETAILED ANALYSIS OF NEED(S): To make high priority HVAC improvements at GHS, Plum Cove,  
Beeman, Veteran's and East Gloucester. To fix doors and  
windows at West Parish and to purchase a generator for Veteran's.

**APPROVALS:**

DEPT. HEAD:  DATE: 11/7/12

ADMINISTRATION:  DATE: 11/7/12

BUDGET & FINANCE: \_\_\_\_\_ DATE: \_\_\_\_\_

CITY COUNCIL: \_\_\_\_\_ DATE: \_\_\_\_\_

**City of Gloucester**  
**SUPPLEMENTAL APPROPRIATION - BUDGETARY REQUEST**  
**Fiscal Year 2013**

\*\*\*\*CITY COUNCIL APPROVAL- 6 VOTES NEEDED\*\*\*\*

APPROPRIATION # 2013-SA- 12 *Auditor's Use Only*

DEPARTMENT REQUESTING TRANSFER: \_\_\_\_\_ CFO \_\_\_\_\_

APPROPRIATION AMOUNT: \$ 60,000.00

Account to appropriate from:	<i>Unifund Account #</i>	<u>101000.10.000.35900.0000.00.000.00.000</u>
	<i>Account Description</i>	<u>GF Unreserved Fund Balance - Free Cash</u>
Balance Before Appropriation	\$	<u>4,104,063.00</u>
Balance After Appropriation	\$	<u>4,044,063.00</u>

Account Receiving Appropriation:	<i>Unifund Account #</i>	<u>101000.10.472.52410.0000.00.000.00.052</u>
	<i>Account Description</i>	<u>Facilities Building Maintenance</u>
Balance Before Appropriation	\$	<u>44,791.61</u>
Balance After Appropriation	\$	<u>104,791.61</u>

DETAILED ANALYSIS OF NEED(S): To make critical improvement to wiring and HVAC at the DPW  
facilities building on Poplar Street. Also, to replace overhead  
doors at same location.

**APPROVALS:**

DEPT. HEAD: \_\_\_\_\_ DATE: 11/7/12  
 ADMINISTRATION: \_\_\_\_\_ DATE: 11/7/12  
 BUDGET & FINANCE: \_\_\_\_\_ DATE: \_\_\_\_\_  
 CITY COUNCIL: \_\_\_\_\_ DATE: \_\_\_\_\_

**City of Gloucester  
SUPPLEMENTAL APPROPRIATION - BUDGETARY REQUEST  
Fiscal Year 2013**

\*\*\*\*CITY COUNCIL APPROVAL- 6 VOTES NEEDED\*\*\*\*

APPROPRIATION # 2013-SA- 13 Auditor's Use Only

DEPARTMENT REQUESTING TRANSFER: \_\_\_\_\_ CFO \_\_\_\_\_

APPROPRIATION AMOUNT: \$ 67,000.00

Account to appropriate from:

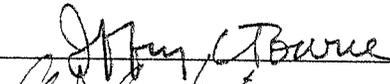
	<i>Unifund Account #</i>	<u>101000.10.000.35900.0000.00.000.00.000</u>
	<i>Account Description</i>	<u>GF Unreserved Fund Balance - Free Cash</u>
Balance Before Appropriation	\$	<u>4,044,063.00</u>
Balance After Appropriation	\$	<u>3,977,063.00</u>

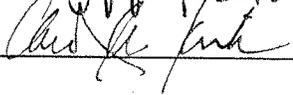
Account Receiving Appropriation:

	<i>Unifund Account #</i>	<u>101000.10.472.54000.0000.00.000.00.054</u>
	<i>Account Description</i>	<u>Facilities General Supplies</u>
Balance Before Appropriation	\$	<u>53,534.01</u>
Balance After Appropriation	\$	<u>120,534.01</u>

DETAILED ANALYSIS OF NEED(S): To purchase supplies for repairs to heating and exhaust systems at Plum Cove, Beeman, Veteran's, East Gloucester and West Parish School Buildings.

**APPROVALS:**

DEPT. HEAD:  DATE: 11/7/12

ADMINISTRATION:  DATE: 11/7/12

BUDGET & FINANCE: \_\_\_\_\_ DATE: \_\_\_\_\_

CITY COUNCIL: \_\_\_\_\_ DATE: \_\_\_\_\_

City Hall  
Nine Dale Avenue  
Gloucester, MA 01930



TEL 978-281-9707  
FAX 978-282-4113  
jtowne@gloucester-ma.gov

**CITY OF GLOUCESTER**  
**OFFICE OF THE CHIEF FINANCE OFFICER**

MEMORANDUM

To: Mayor Kirk  
From:  Jeffrey C. Towne, City CFO/Treasurer/Collector  
Date: November 7, 2012  
Re: GHS Boiler Insurance Claim Appropriation Request

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As you are aware, a fire within a boiler at Gloucester High School destroyed the boiler. We have successfully filed a claim with our insurance carrier that will pay for the cost of repair or replacement if it can't be repaired. Our cost would be limited to the insurance deductible of \$1,000.00. We believe that the boiler is not repairable and therefore needs to be replaced. We have received quotes to replace the boiler and would like the work to begin.

In accordance with M.G.L. C44 §53, an appropriation would be required because the amount of the expense to replace the boiler is above \$20,000.00 in total. If the total cost was under \$20,000 to replace the boiler an appropriation would not be needed.

Please submit the following appropriation request to the City Council for referral to the Budget and Finance Committee:

Motion: To appropriate \$500,000 for ordinary expenses in the Revolving Fund Account #294007.10.472.52000.0000.00.000.00.052 entitled R/A Insurance >\$20,000, Contract Services, for the purpose of replacing a boiler at Gloucester High School from insurance reimbursement proceeds.

The insurance company is going to pay the vendor directly as invoiced.

**City of Gloucester  
Special Budgetary Transfer Request  
Fiscal Year 2013**

INTER-departmental requiring City Council approval - 6 Votes Required  
 INTRA-departmental requiring City Council approval - Majority Vote Required

TRANSFER # 2013-SBT- 8 Auditor's Use Only

DEPARTMENT REQUESTING TRANSFER: POLICE

DATE: 10/17/2012 BALANCE IN ACCOUNT: \$ 11,237.39 ✓

(FROM) PERSONAL SERVICES ACCOUNT # 101000.10.216.51300.0000.00.000.00.051 ✓  
Unifund Account #

(FROM) ORDINARY EXPENSE ACCOUNT # \_\_\_\_\_  
Unifund Account #  
POLICE HARBORS, SAL/WAGE-OVERTIME  
Account Description

DETAILED EXPLANATION OF SURPLUS: ACCOUNT IN SURPLUS

(TO) PERSONAL SERVICES ACCOUNT # \_\_\_\_\_  
Unifund Account #

(TO) ORDINARY EXPENSE ACCOUNT # 101000.10.216.52520.0000.00.000.00.052 ✓  
POLICE-HARBORS, BOAT/MARINE MAINT  
Account Description

DETAILED ANALYSIS OF NEED(S): FUNDS NEEDED TO CLEAN, SAND AND PAINT THE BOTTOM OF POLICE BOAT. ALSO TO APPLY PRIMER OF TRIUX33 TO BOTTOM OF THE BOAT.

TOTAL TRANSFER AMOUNT: \$ 3,800.00 ✓ NEW BALANCE IN ACCOUNTS AFTER TRANSFER  
 FROM ACCOUNT: \$ 7,437.39  
 TO ACCOUNT: \$ 5,153.96 ✓

APPROVALS: [Signature]  
 DEPT. HEAD: [Signature] DATE: 10/17/12  
 ADMINISTRATION: [Signature] DATE: 11/6/12  
 BUDGET & FINANCE: \_\_\_\_\_ DATE: \_\_\_\_\_  
 CITY COUNCIL: \_\_\_\_\_ DATE: \_\_\_\_\_

City of Gloucester  
SUPPLEMENTAL APPROPRIATION - BUDGETARY REQUEST  
Fiscal Year 2013

\*\*\*\*CITY COUNCIL APPROVAL- 6 VOTES NEEDED\*\*\*\*

APPROPRIATION # 2013-SA- 7 Auditor's Use Only

DEPARTMENT REQUESTING TRANSFER: Community Development

APPROPRIATION AMOUNT: \$3,000.00

Account to appropriate from: *Unifund Account #* 295030.10.991.59600.0000.00.000.00.059  
*Account Description* ES - APP Conservation fees transfer out

Balance Before Appropriation: \$131,205.92

Balance After Appropriation \$ 128,205.92

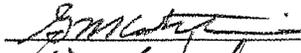
Account Receiving Appropriation: *Unifund Account #* 101000.10.181.57100.0000.00.000.00.057  
*Account Description* Conservation fees, other charges and expenses

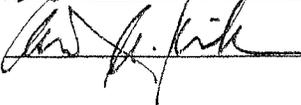
Balance Before Appropriation \$3,000.00

Balance After Appropriation \$ 6,000.00

DETAILED ANALYSIS OF NEED(S): Conservation fees fund money must be appropriated by Council to  
Community Development Dept

APPROVALS:

DEPT. HEAD:  DATE: 10/25/12

ADMINISTRATION:  DATE: 11/6/12

BUDGET & FINANCE: \_\_\_\_\_ DATE: \_\_\_\_\_

CITY COUNCIL: \_\_\_\_\_ DATE: \_\_\_\_\_

City of Gloucester  
SUPPLEMENTAL APPROPRIATION - BUDGETARY REQUEST  
Fiscal Year 2013

\*\*\*\*CITY COUNCIL APPROVAL- 6 VOTES NEEDED\*\*\*\*

APPROPRIATION # 2013-SA- 8 Auditor's Use Only

DEPARTMENT REQUESTING TRANSFER: Community Development

APPROPRIATION AMOUNT: \$67,166.00

Account to appropriate from: *Unitfund Account #* 295030.10.991.59600.0000.00.000.00.059

*Account Description* E S - APP Conservation fees transfer out

Balance Before Appropriation \$128,205.92

Balance After Appropriation \$61,039.92

Account Receiving Appropriation: *Unitfund Account #* 101000.10.181.51000.0000.00.000.00.051

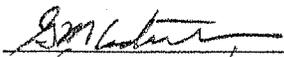
*Account Description* Conservation fees, sal- wages

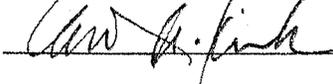
Balance Before Appropriation \$57,404.00

Balance After Appropriation \$ 124,570.00

DETAILED ANALYSIS OF NEED(S): Conservation fees fund money must be appropriated by Council to  
Community Development Dept

APPROVALS:

DEPT. HEAD:  DATE: 10/25/12

ADMINISTRATION:  DATE: 11/6/12

BUDGET & FINANCE: \_\_\_\_\_ DATE: \_\_\_\_\_

CITY COUNCIL: \_\_\_\_\_ DATE: \_\_\_\_\_

City Hall  
Nine Dale Avenue  
Gloucester, MA 01930



TEL 978-281-9707  
FAX 978-282-4113  
jtowne@gloucester-ma.gov

**CITY OF GLOUCESTER**  
**OFFICE OF THE CHIEF FINANCE OFFICER**

MEMORANDUM

To: Mayor Kirk  
From:  Jeffrey C. Towne, City CFO/Treasurer/Collector  
Date: October 22, 2012  
Re: Request for permission to pay invoices without a purchase order

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I am submitting this request on behalf of John Blanchard, Director of Information Technology. There was one additional invoice that should have been submitted for payment of a prior year invoice with current year funds when I submitted the last request to City Council. Please forward this request to pay invoice #49259 from American Lazer dated 6/27/2012 for an amount of \$173.00 to the City Council for referral to Budget & Finance for review and recommendation. Thank you.

INVOICE

American Lazer Services, Inc  
PO Box 376  
Beverly, MA 01915



Invoice Number: 49259  
Invoice Date: 6/27/2012  
Terms: Net 15

P.O. Number: 1200723

Bill To: GLOU2

City of Gloucester  
9 Dale Avenue  
Gloucester, MA 01930

Attn: John Blanchard-Director \* ( 978 ) 281-9706

Make: Hewlett Packard  
Model: LaserJet 4000

Ship To:

City of Gloucester  
City Hall  
9 Dale Avenue  
Gloucester, MA 01930  
Attn: \* ( 978 ) 281-9706

Serial Number: USSC029950  
Machine ID: 3167

Service

Service Problem

Black line on copies

Cleaned machine. Replaced toner. Tested OK.

Legal Dept Kathy Lane opens @ 7:00AM Requested by Ellen Reardon

Call Date	Meter	Tech	Qty	Ext Price
6/27/2012	88,654	006	1	\$109.00

Supplies

Product Code	Order	BO	Ship	Make	Model	Description	Disc%	Unit Price	Ext Price
RHP4000X	1	0	1	Hewlett Packa	LaserJet 4000/	HP LaserJet 4000/4050 Compatib	0.00%	\$64.00	\$64.00

Telephone: ( 978 ) 922-9003  
Facsimile: ( 978 ) 921-2772

Sub Total:	\$173.00
Shipping & Handling:	\$0.00
Applicable Sales Tax:	\$0.00
Payment:	\$0.00
<b>Balance Due:</b>	<b>\$173.00</b>

Unopened supplies may be returned within 180 days with approval. There will be a 15% restocking fee.

**This Invoice Is Due and Payable By 7/12/2012**

The customer guarantees payment within the specified terms and agrees to reimburse seller for all expenses incurred in collecting the amount of this invoice. A service charge of 1.5 % per month will be added to all past due amounts.

*Thank You For Choosing American Lazer Services, Inc*

Public Works  
28 Poplar Street  
Gloucester, MA 01930



TEL 978-281-9785  
FAX 978-281-3896  
mcole@gloucester-ma.gov

**CITY OF GLOUCESTER**  
DEPARTMENT OF PUBLIC WORKS

**TO: Mike Hale, Director Public Works**  
**FR: Mark Cole, Asst. Director Public Works**  
**DT: October 18, 2012**  
**SUBJ: Unpaid Invoices**

Please forward the attached invoices to the Mayor's office to be included in the next Mayor's report to the City Council.

The first invoice is from Ipswich Ford; Invoice #59882, dated 01/09/2012, in the amount of \$561.74 for work we thought would be covered under warranty but was not covered. We were not informed until after the work was done that it was not covered.

The second invoice is from Cameron Office Products, Invoice #012976, dated 07/27/12, in the amount of \$399.80 for copier services incurred from 04/01/12 to 07/01/12. We did not receive the original bill until now so no money was carried over at the end of the year.





ARCHIVE



# Ipswich Ford, Inc.

105 COUNTY ROAD  
P.O. BOX 574  
IPSWICH MA 01938

Customer No. 1845	License #	Stock #	Dealer # 11B483	Invoice Date 01/13/2012	Invoice # 59882
Customer Name & Address CITY OF GLOUCESTER - DPW 50 CITY HALL 9 DALE AVE. GLOUCESTER, MA 01930	Mileage In 45002	Mileage Out 45002	Lot #/Bat #	Color WHITE	Delivery Date / /
	Year/Make/Model 2006 FORD F350			Prod Date / /	R.O. Date 01/09/2012
	Vehicle ID # 1FDWF37Y56EB31017			Tech & #	P.O. #
	Override	Service Write Up DAVID PIKE		S.W. INT. EST.	0.00
Extended Warranty Co.	Policy #	Deductible \$0.00	Auth. #	Adjustor	
Residence Phone 82819785	Business Phone	Service Writer Delivery Signature			

Type: C JOB # 1 Tech: ROBERT VERDA  
Complaint: cel is on

Correction: sensors tested system, pulled fault data, p0141, heated circuit downstream, tested sensor, someone already replaced, tested for power, no power to sensor, high resistance in circuit 133, ran overlay wire from connector 133 to c1446, also by pass pins 4, 5, and 13 at connector c133, retested all passes now

Part:	F2AZ	14488	A	CABLE CONNECTOR - FE	Qty: 6	\$9.24
Part:	F2AZ	14488	B	CABLE CONNECTOR - FE	Qty: 5	\$6.50
Part:	B6A	14296	B	WIRE - LEAD SEAL	Qty: 10	\$6.00
Tech	Flag	Clock	Warr	Fail	QC	
1:	9324	6.00	6.00			

LABOR TOTALS Labor: \$540.00 Parts: \$21.74 Tax: TOTAL: \$561.74

CUSTOMER TOTALS: \$561.74

Labor: \$540.00 Parts: \$21.74

IF YOU ARE HAPPY LET YOUR NEIGHBOR KNOW.  
 IF YOU ARE UNHAPPY CALL OUR SERVICE REPRESENTATIVE AT ONCE  
 OUR GOAL : "NO UNHAPPY OWNERS." 978-356-2916  
 THANK YOU FOR BRINGING YOUR CAR TO US FOR SERVICE.

Customer Signature \_\_\_\_\_

*Out standing*

Extended Warranty Pay	Factory Warranty Pay \$0.00	Internal Pay \$0.00	All labor charges are billed on flat rate hours unless otherwise noted.	Total Customer Pay \$561.74
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**CAMERON OFFICE PRODUCTS**

A Xerox Company

One Water Street  
 Amesbury MA 01913  
 Phone: (978) 774-4036  
 Fax: (978)388-1404

Remit To:  
 Cameron Office Products  
 10 Capitol St  
 Nashua, NH 03063

LOCATION

CITY OF GLOUCESTER  
 ENGINEERING DEPT  
 3 POND RD.  
 GLOUCESTER MA

INVOICE NO  
 012976 1  
 INVOICE DATE  
 07/27/12  
 TERMS: NET 10 DAYS  
 FROM INVOICE

CUSTOMER NO. 300321	ID NO. 36388	MODEL AND SERIAL NO. R280C OED012002129	PROGRAM TYPE ENR DI	REPRESENTATIVE
PO NO 1300126	LEASE ID MA			
DATE	PREVIOUS METER	DATE	CURRENT METER	
INVOICE PERIOD		04/01/12	TO 07/01/12	
<b>QUANTITY</b>	<b>CODE NO.</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>	
BLACK METER				
Meters: Previous	29012	04/24/12 Current	32529	07/25/12
		Excess at .01200		
3517	SSCB01	SVC PER COPY/OVG W/SUPPL	42.20	
-----				
COLOR METER				
Meters: Previous	47727	04/24/12 Current	52495	07/25/12
		Excess at .07500		
4768	SSCD01	SVC PER SCAN/OVG W/SUPPL	357.60	
-----				
TWO COLOR METER				
Meters: Previous	1	04/24/12 Current	1	07/25/12
			SUBTOTAL	
			399.80	
INVOICE TOTAL	PREV LATE CHARGES	TOTAL DUE		
399.80	6.00	405.80		

COMMENTS: QTRLY SERVICE & SUPPLIES CONTRACT  
 (PARTS, LABOR, DRUMS, COLOR SUPPLIES)

BILL TO

CITY OF GLOUCESTER  
 ENGINEERING DEPT  
 3 POND RD.  
 GLOUCESTER MA 01930

PLEASE PAY FROM THIS INVOICE  
 OVERDUE ACCOUNTS WILL BE CHARGED A LATE  
 PAYMENT FEE OF 1.5% PER MONTH OR TO THE  
 EXTENT OF THE LAW

**Purchase Order**

**CITY OF GLOUCESTER**  
City Hall  
9 Dale Avenue  
Gloucester MA 01930

**No. 1200275 2**  
**PO REVISED**

Prices as quoted are less any and all federal taxes.  
Please indicate delivery date and any and all discounts.

Invoice/Inquiries to above address  
All invoices must reference PO number  
Sales Tax Exempt #: E-046001390

P.O. Date: 07/13/2011      Questions ? Purchasing (978) 281-9710

Account: //C

P.O. Issued To :

Ship To:      Reference:

Cameron Office Products  
One Water Street  
Amesbury MA 01913-0000

Poplar Street DPW  
Attn: Michael Hale  
28 Poplar Street  
Gloucester MA 01930  
(978) 281-9785

Contact:      Location: Poplar Street DPW  
Phone: (800) 783-2674      Fax: (978) 388-1404      Project: undesignated

Req# 450

Qty	Unit	Part#	Description	Account Number	Unit Price	Extended	Tax	Freight
505	EA		Copier charge for copier in Engineering office	610000.10.450.52000.0000.00.000.00.052	1.00	505.00	0.00	0.00
400	EA		Copier charge for copier in Engineering office	600000.10.440.52000.0000.00.000.00.052	1.00	400.00	0.00	0.00
360	EA		Service charge- Filtration Plant	610000.10.450.52000.0000.00.000.00.052	1.00	360.00	0.00	0.00

✓ H60  
Ad 505  
Ad 3600

**APPROVAL SIGNATURES:**

The unencumbered balance of the appropriation to be charged is sufficient to liquidate the amount of this order and the amount has been recorded as an encumbrance against said appropriation.

By \_\_\_\_\_  
Auditor

I hereby certify -  
That this order is authorized by a properly executed and approved requisition on file in this office.

\_\_\_\_\_  
City Purchasing Agent

Sub-Total:	1,265.00
Freight:	0.00
Tax:	0.00
Total Amount:	1,265.00

To do business with the City of Gloucester, all vendors should be aware of Mass. Gen. Laws (c. 30B, c. 149, dec. 44 et seq., c30, sec. 39 et seq.)

- No work, services, or supplies can be received by any City agency without a proper Purchase Order or Contract in place.
- All Purchase Orders/Contracts exceeding \$5000 in value will follow the quotation/bid process prior to award. No contracts for Construction-related services subject to MGL Chap. 148, and MGL Chap. 30, sec. 39 will be awarded until all required documentation is received, i.e., Certificate of Eligibility, Update Statement, etc.
- All invoices must detail the services performed and/or materials delivered. Any invoices submitted for work, services, or supplies performed or provided after the expiration date of a Purchase Order/Contract, or after the \$\$ limit of a Purchase Order/Contract has been reached will likewise not be honored by the City. All packing slips for delivered goods which are submitted with invoice for payment must be signed by authorized personnel from the contracting City department at the time of delivery.
- Any work, services, or supplies provided without following the above mentioned guidelines are not the responsibility or liability of the City, and any invoice that violates these provisions will not be honored for payment.

**NOTES:**

[Empty box for notes]

Order Via:      Mail

**ENTITY COPY**

**Purchase Order**

**CITY OF GLOUCESTER**  
 City Hall  
 9 Dale Avenue  
 Gloucester MA 01930

**No. 1300126**

Prices as quoted are less any and all federal taxes.  
 Please indicate delivery date and any and all discounts.

Invoice/Inquiries to above address  
 All invoices must reference PO number  
 Sales Tax Exempt #: E-046001390

P.O. Date: 07/10/2012      Questions ? Purchasing (978) 281-9710

P.O. Issued To :

Account: //C

Cameron Office Products  
 One Water Street  
 Amesbury MA 01913-0000

Ship To:      Reference:

Poplar Street DPW  
 Attn: Mark Cole  
 28 Poplar Street  
 Gloucester MA 01930  
 (978) 281-9785

Contact:      Location: Poplar Street DPW  
 Phone: (800) 783-2674      Fax: (978) 388-1404      Project: undesignated

Req# 310312

Qty	Unit	Part#	Description	Account Number	Unit Price	Extended	Tax	Freight
360	EA	✓	Service Contract= printer	610000.10.450.52000.0000.00.000.00.052	1.00	360.00	0.00	0.00
240	EA	✓	DPW Copier Contract	610000.10.450.52000.0000.00.000.00.052	1.00	240.00	0.00	0.00
400	EA	✓	DPW Copier Service Contract	101000.10.499.52000.0000.00.000.00.052	1.00	400.00	0.00	0.00
200	EA	✓	DPW Copier Service Contract	600000.10.440.52000.0000.00.000.00.052	1.00	200.00	0.00	0.00
505	EA	✓	Engineering Copier Service Contract	610000.10.450.52000.0000.00.000.00.052	1.00	505.00	0.00	0.00
400	EA	✓	Engineering Copier Service Contract	600000.10.440.52000.0000.00.000.00.052	1.00	400.00	0.00	0.00
360	EA	✓	Engineering- copycharge	600000.10.440.52000.0000.00.000.00.052	1.00	360.00	0.00	0.00

**APPROVAL SIGNATURES:**

The unencumbered balance of the appropriation to be charged is sufficient to liquidate the amount of this order and the amount has been recorded as an encumbrance against said appropriation.

I hereby certify -  
 That this order is authorized by a properly executed and approved requisition on file in this office.

By \_\_\_\_\_  
 Auditor

\_\_\_\_\_  
 City Purchasing Agent

Sub-Total:	2,465.00
Freight:	0.00
Tax:	0.00
<b>Total Amount:</b>	<b>2,465.00</b>

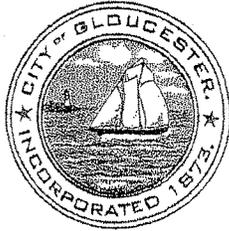
- To do business with the City of Gloucester, all vendors should be aware of Mass. Gen. Laws (c. 30B, c. 149, dec. 44 et seq., c30, sec. 39 et seq.)
- No work, services, or supplies can be received by any City agency without a proper Purchase Order or Contract in place.
  - All Purchase Orders/Contracts exceeding \$5000 in value will follow the quotation/bid process prior to award. No contracts for Construction-related services subject to MGL Chap. 149, and MGL Chap. 30, sec. 39 will be awarded until all required documentation is received, i.e., Certificate of Eligibility, Update Statement, etc.
  - All invoices must detail the services performed and/or materials delivered. Any invoices submitted for work, services, or supplies performed or provided after the expiration date of a Purchase Order/Contract, or after the \$5 limit of a Purchase Order/Contract has been reached will likewise not be honored by the City. All packing slips for delivered goods which are submitted with invoice for payment must be signed by authorized personnel from the contracting City department at the time of delivery.
  - Any work, services, or supplies provided without following the above mentioned guidelines are not the responsibility or liability of the City, and any invoice that violates these provisions will not be honored for payment.

**NOTES:**

Order Via:      Mail

**ENTITY COPY**

3 Pond Road  
Gloucester, MA 01930



Telephone: 978-281-9781

Fax: 978-281-9779

CITY OF GLOUCESTER  
COMMUNITY DEVELOPMENT DEPARTMENT

MEMORANDUM

TO: Mayor Carolyn A. Kirk  
FROM: Gregg Cademartori, Acting Community Development Director *GC*  
CC: Deborah Laurie, CPC Senior Project Manager  
RE: Off cycle recommendation for Newell Stadium application from the Community Preservation Committee for Round 3, FY2012 Funds  
DATE: October 22, 2012

The Community Preservation Committee (CPC) has received an off cycle application for funding to support the Newell Stadium Capital Improvement Project from the City of Gloucester through the Newell Building Committee/Gloucester Fishermen's Athletic Association, Inc. This application was agreed to be reviewed as an off-cycle application, because the rules governing the use of CPA funds for recreation have recently been amended to allow such projects. Prior to this change recreational spaces not acquired or created with CPA funds, were not eligible to be invested in. The CPC also recognizes the importance of this project to the community and the true collaborative support and funding strategy that has unfolded. The Committee held a public hearing on October 16, 2012, to review and obtain the views of any interested persons.

Please find attached positive recommendation of the CPC on the above named project for your review. The CPC request that you forward this recommendation to the City Council for its review and appropriation. CPC members and Deborah Laurie will be available to answer any questions.

All recommended projects are subject to the terms and conditions imposed by the Community Preservation Committee. The following conditions are common to all recommended projects:

1. Projects financed with Community Preservation Act funds must comply with all applicable State and municipal requirements. Funds are administered and disbursed by the City of Gloucester.
2. Project oversight, monitoring, and financial control are the responsibility of the Community Preservation Committee or its designee.
3. The Community Preservation Committee will require quarterly project status updates from Community Preservation Act Fund recipients. Additionally, recipients shall also provide an interim report at the 50% Completion Stage along with budget documentation.
4. All projects will be required to state *"This project received funding assistance from the citizens of Gloucester through the Community Preservation Act"* in their promotional material and, where appropriate, on exterior signage.

Attached are:

1. Summary of Community Preservation Committee Recommendation
2. Criteria for Project Evaluation adopted and published by the Community Preservation Committee

The Application for this project is available for review in the Community Development Office, Grants Division and on the City website.

Submitted by: Community Preservation Committee

J.J. Bell, Co-Chair and At-Large

Bill Dugan, Housing Authority

Karen Gallagher, Planning Board

Charlie Crowley, Open Space and Recreation

Scott Smith, At-large

Sandy Dahl-Ronan, Co-Chair and At-Large

Rob Gulla, Conservation Commission

Tom O'Keefe, Historic Commission

Stacy Randell, At-large

**GLOUCESTER COMMUNITY PRESERVATION COMMITTEE  
RECOMMENDATION FOR OFF CYCLE, FY2012, ROUND 3 APPROPRIATION**

**PROJECT NO. 11**

**NEWELL STADIUM CAPITAL IMPROVEMENT PROJECT**

Project Sponsor: City of Gloucester Newell Building Committee/Gloucester  
Fishermen Athletic Association, Inc.

The Community Preservation Committee makes the following recommendation:

The Community Preservation Committee, having agreed to review the off-cycle application of the Community Development Department on behalf of the Gloucester Newell Building Committee (working in cooperation with the Gloucester Fisherman's Athletic Association), recommends that the City Council appropriate \$298,000 to the Gloucester Newell Building Committee for the purpose of funding athletic field lights, a red track surface and walking track lights as part of the overall Newell Stadium renovation project, to insure a fully functional and high quality recreational facility to be opened in the early Fall of 2013, subject to the following conditions:

- The total funding of \$298,000. shall be in the form of 1.) currently available funds of not less than \$85,000. and 2.) a 15 year bond of not more than \$213,000.
- The recommendation is subject to the Department of Revenue certification of FY 2012 funds expected in early December of 2012.
- Following a favorable vote of the City Council, a grant agreement shall be executed by the City of Gloucester, in a form acceptable to the Community Preservation Committee, and the City of Gloucester Newell Building Committee, which agreement will include, among other provisions, that the expiration of the award shall be December 31, 2013.

The CPC asked Karen Gallagher, Treasurer, and Deb Laurie, Project Manager to work with Kenny Costa to determine the appropriate account(s) from which the funds will be appropriated.

The Community Preservation Act spending purpose is for open space, recreational purpose.

**Project Summary:** The Newell Stadium project is a joint public-private partnership to do a major renovation of the 75 year old facility for both athletes and all its citizens. The City of Gloucester and the Gloucester Fishermen Athletic Association (GFAA) are partners in this effort. The GFAA and Newell Building Committee (NBC) is seeking CPA funds for athletic field lights, a red track surface and walking track lights to insure a fully functional and high quality facility for opening in September 2013. This project involves long over due improvements to rehabilitate and restore this major recreation facility.

Some of the key features of the over all project are: demolition of existing stadium and track; rough grading, contaminated soil removal, foundation installations for new bleachers and lights; storm drain improvements on Leslie O'Johnson Road; new bleacher construction and track paving; final grading and field turf installation and red track surface; athletic lights, walking track lights, gateway restoration and new ADA accessible restrooms and Press box installation.

## Community Preservation Criteria

### General Evaluation Criteria

1	Eligible for Community Preservation Act Funding	√
2	Consistent with various plans which are relevant to and utilized by the City regarding open space, recreation, historic resources and affordable housing	
3	Preserve and enhance the essential character of Gloucester	
4	Protect resources that would otherwise be threatened	
5	Serve more than one CPA purpose or demonstrate why serving multiple needs is not feasible	
6	Demonstrate practicality and feasibility, and that the project can be implemented within budget/ on schedule	
7	Produce and advantageous cost/benefit value	
8	Leverage additional public and/or private funds or receive partial funding from other sources and/or voluntary contributions of goods and services	
9	Preserve or improve city owned assets	
10	Receive endorsement from other municipal boards or departments and broad-based support from community members	

### Open Space Criteria

1	Permanently protect important wildlife habitat, particularly areas that include: locally significant biodiversity; variety of habitats with a diversity of geologic features and types of vegetation; endangered habitat or species of plant or animal	
2	Preserve active agricultural use	
3	Provide opportunities for passive recreation and environmental education	
4	Protect or enhance wildlife corridors, promote connectivity of habitat or prevent fragmentation of habitats	
5	Provide connections with existing trails or protected open space	
6	Acquire land or easements for potential trail linkages	
7	Preserve scenic and historic views	
8	Border a scenic road	
9	Protect drinking water quantity and quality	
10	Provide flood control/storage	
11	Preserve and protect important surface water bodies, including streams, wetlands, vernal pools, riparian zones or Areas of Critical Environmental Concern (ACEC)	
12	Buffer protected open space, or historic resources	

### Historic Preservation Evaluation Criteria

1	Protect, preserve, enhance, restore and/or rehabilitate historical, cultural, architectural or archaeological resources of significance, especially those that are threatened	
2	Protect, preserve, enhance, restore and/or rehabilitate city-owned properties, features or resources of historical significance	
3	Protect, preserve, enhance, restore and/or rehabilitate the historical function of a property or site	
4	Demonstrate a public benefit	
5	Ability to provide permanent protection for the historic resource	

**Community Housing Evaluation Criteria**

1	Contribute to the goal of 10% affordability as defined by chapter 40B of the Massachusetts General Laws	
2	Promote a socioeconomic environment that encourages a diversity of incomes	
3	Provide housing that is harmonious in design and scale with the surrounding community	
4	Intermingle affordable and market rate housing at levels that exceed state requirements for percentage of affordable units pursuant to chapter 40B	
5	Ensure long-term affordability	
6	Address the needs of range of qualified household, including very low, low, and low-to-moderate income families and individuals	
7	Provide affordable rental and affordable ownership opportunities	
8	Promote use of existing buildings or construction on previously-developed or city-owned sites	

**Public Recreation Evaluation Criteria**

1	Addresses a need or objective identified in a City plan	
2	Serves a significant number of residents	
3	Preserves and expands the range of recreational opportunities available to city residents of all ages and abilities, including those at-risk of obesity as identified through the Get Fit Gloucester! Community Action Plan	
4	Promotes recreational activities	
5	Maximizes the utility of land already owned by city	
6	Promotes the creative use of railway and other corridors to create safe and healthful non-motorized transportation opportunities	
7	Preserves and enhances the natural habitat functions and values of open space for wildlife	



**GLOUCESTER POLICE DEPARTMENT**  
**Office of the Chief of Police**  
**197 Main Street**  
**Gloucester, MA 01930**

Chief Leonard Campanello  
(978)281-9775

RECEIVED

OCT 21 2012

Mayor's Office

*Memorandum*

October 22, 2012

To: Office of the Mayor

From: Chief Leonard Campanello

RE: Proposed Fees for Police Department Services

Mayor,

I would respectfully ask that you consider the following and forward, if appropriate, to City Council for review:

Of the communities on the North shore, Gloucester stands virtually alone in not charging the below listed fees to vendors and the general public for services that it provides that rise above what would normally be expected from a public safety entity. After reviewing several communities around Gloucester, I have created a reasonable listing of proposed fees that would enable the Police Department and the City to recoup reasonable revenue for the expense outlaid in provided said services. I would request that the City please review the below proposed list and consider adopting the fees outlined.

**911 Tape Fee: \$45.00:** This is a fee most departments charge attorney's offices or insurance companies for creating a duplicate copy of a 911 recording or other recorded line conversation.

**Insurance Company Accident Report Copies Fee: \$5.00:** These are fees associated with providing insurance companies with police report copies of motor vehicle accidents.

**Photos Fee: \$1.00 per page:** This is a fee charged for providing attorneys, insurance companies and other entities with photographs taken at various motor vehicle crashes or crime scenes.

**Reports Fees: \$0.50 per page:** This is a fee charged to the general public when they request public records from the police department. This fee would be waived for victims requesting a copy of the report they were involved in.

**Cruiser Detail Fee: \$10.00 per hour:** This is a fee charged for use of the City's police vehicles by a private vendor on a road detail. This particular fee would be exceptionally useful to offset vehicle routine maintenance costs or miscellaneous equipment needed for cruisers.

As previously stated, these are very nominal fees and are in line with various other municipalities throughout the area, as well as the City's current Fee Compendium for other departments. They would be of great help in raising revenue to offset the time and costs associated with the corresponding activity. In my experience, the fees are used both by the City and the Police Department to the mutual benefit of both and do not greatly impact residents.

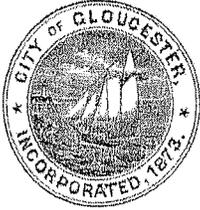
Respectfully,



**Leonard Campanello**

*Chief of Police*

*Gloucester Police Department*



**GLOUCESTER POLICE DEPARTMENT**  
**Office of the Chief of Police**  
**197 Main Street**  
**Gloucester, MA 01930**

Chief Leonard Campanello  
(978)281-9775

*Memorandum*

November 2, 2012

To: Mayor Carolyn Kirk

From: Leonard Campanello

Cc: Jim Duggan, Chief Administrative Officer

RE: ALLCOMM Technologies Invoice

Mayor,

Attached is an invoice reflecting charges incurred in August 2012 from ALLCOMM Technologies. These services were retained immediately following an unexpected dispatch failure and a purchase order was not in place at the time.

I respectfully ask that this bill be presented to the City Council for payment.

Sincerely,

**Leonard Campanello**  
*Chief of Police*  
*Gloucester Police Department*



INVOICE

7610

5 Whitmore Road  
 Revere, MA 02151  
 781-289-3000 - FAX 781-289-7300

Bill To: Gloucester Police Dept.  
 197 Main Street  
 Accts. Payable  
 Gloucester MA 01930-

INVOICE		ORDER		CUSTOMER		TERMS	SP#
NUMBER	DATE	NUMBER	DATE	NUMBER	CUSTOMER P.O.#		
7610	08/13/12	29980	08/13/12	3171		Net 10	38X
Units	U/M	Item/Description			DISC	Unit Price	Amount
2.25	Hrs	S/O:00100006946 Date:08/13/12 Tech:27X DelVis Javier Equ#:*EQUIP Ser#:LANESVILLE FSC Field Service Labor RESPONDED TO PD HQ. VERIFIED HUM ON SYSTEM. TRACED HUM TO LANESVILLE TELCO LOOP. DISABLED SITE AT VOTER. CALLED IN TELCO LOOP TO VERIZON: LOOP# 61FDDA79741 TICKET# NE262285  Subtotal Tax #: 04-6001390 Total Due On 08/23/12				125.00	281.25
							281.25
							281.25

Thank you for your Business

WATER COMPLIANCE OFFICE  
50 ESSEX AVENUE  
GLOUCESTER, MA 01930



LAWRENCE A. DURKIN, P.E.  
TEL 978-281-9792  
FAX 978-281-9724  
ldurkin@gloucester-ma.gov

CITY OF GLOUCESTER  
DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

Date: October 29, 2012

To: James Duggan, Chief Administrative Officer  
Michael Hale, Director of Public Works  
Ryan Marques, DPW Civil Engineer

From: Lawrence Durkin, P.E. - Environmental Engineer - DPW *LAD*

Re: MassDEP Water Conservation Grant

---

The DPW submitted a Massachusetts Department of Environmental (MassDEP) Water Conservation Grant application and the Grant Application and Checklist are contained in Attachment A. The Application was transmitted by Jim Duggan August 3, 2010 (Attachment B). On December 8, 2010, we received a MassDEP notice of award (Attachment C). I'm not sure if this Grant was brought to council in 2010; however, the purposed of this memo is to get City Council approval for the DPW to move forward with this grant.

MassDEP approved \$50,000 in reimbursable expenses, that requires a minimum of 25% = \$12,500 city match which can be in kind city labor concerning water conservation, leak detection, and leak repairs. The DPW's proposed application budget (see Attachment B page 8) included hiring a part time DPW Water Conservation person. MassDEP approved budget (see Attachment C page 17) includes has a lower grant labor figure and for DPW in kind labor. At this point in talking with the Director, the DPW is not planning to hire a part time Water Conservation person; however, the DPW may consider hiring persons for scoping water meter installations at currently non metered locations including city fields and cemeteries.

Please contact me if you have any questions.

Thank you

Attachment A

**City of Gloucester Grant Application and Check List**



City of Gloucester  
Grant Application and Check List

Granting Authority: State  Federal  Other

Name of Grant: Water Conservation Grant Program

Department Applying for Grant: Water Compliance

Agency-Federal or State application is requested from: Mass DEP

Object of the application: \_\_\_\_\_

Any match requirements: Reimbursable \$50,000! \$12,500 match required (25%)

Mayor's approval to proceed: *[Signature]* 11/6/12  
Signature Date

City Council's referral to Budget & Finance Standing Committee: \_\_\_\_\_  
Vote Date

Budget & Finance Standing Committee: \_\_\_\_\_  
Positive or Negative Recommendation Date

City Council's Approval or Rejection: \_\_\_\_\_  
Vote Date

City Clerk's Certification of Vote to City Auditor: \_\_\_\_\_  
Certification Date

City Auditor:  
Assignment of account title and value of grant: \_\_\_\_\_  
Title Amount

Auditor's distribution to managing department: \_\_\_\_\_  
Department Date sent

NOTE: A copy of all grant paperwork must be submitted to the Auditor's Office

FORM: AUDIT GRANT CHECKLIST - V.1



**City of Gloucester  
Grant Application and Check List (Continued)**

The following are documents needed by the Auditing Office for grant account creation:

1. Grant Application
2. Grant Award Letter/Standard Contract Approval Form
3. Council Order Approval
4. Original Grant Account Budget as approved by Grantor
5. Amended Grant Account Budget as approved by Grantor (if applicable)
6. Any additional information as requested by the Auditing Department

**Note:** All documents must be complete signed copies.

Please attach the following documents with the Grant Application and Check List and send to the Auditors' Office.

Attachment B  
**DPW Water Conservation Grant Application**

Water Compliance Office  
50 Essex Avenue  
Gloucester, MA 01930



TEL (978)281-9792  
FAX(978)281-9724

CITY OF GLOUCESTER  
DEPARTMENT OF PUBLIC WORKS

RECEIVED

AUG 03 2010

MADEP-CERO

1113  
J.A.H.

August 3, 2010

Malcolm M. Harper  
Mass DEP, 627 Main Street - 2nd floor  
Worcester, MA 01608

RE: MassDEP 2010 Water Conservation Grant Program

Dear Mr. Harper,

Please find enclosed the required seven signed copies and CD of the City of Gloucester's application for the MassDEP 2010 Water Conservation Grant Program.

If you have any questions, please contact Lawrence A. Durkin, P.E., Environmental Engineer at 978-281-9792.

Sincerely,

Jim Duggan  
Chief Administrative Officer

**DEPARTMENT OF  
ENVIRONMENTAL PROTECTION  
2010 WATER CONSERVATION  
GRANT PROGRAM  
RFR # BRP 2010-04**

Gloucester Water Department  
July 27, 2010



*July 19, 2010*

**Water main break in Bay View**

*July 14, 2010*

**Water break breaks at Main and  
Short streets**

*March 23, 2010*

**Update: Western Ave. fully  
reopened after water break**

**PROPOSAL**

**GLOUCESTER WATER CONSERVATION GRANT PROGRAM**

Federal Fiscal Year 2010

**ADMINISTRATIVE SUMMARY**

Address: Gloucester Office of Water Compliance/Department of Public Works Water Department  
PWS ID # 3107000  
50 Essex Avenue, Gloucester, MA 01930  
Telephone: 978-281-9792  
Facsimile: 978-281-9724  
Internet: [ldurkin@gloucester-ma.gov](mailto:ldurkin@gloucester-ma.gov)

**PROJECT TITLE:** City of Gloucester Unaccounted for Water Reduction and Water Conservation Project

**MUNICIPALITY AND WATERSHED SERVED BY THIS PROJECT:**

Gloucester Office of Water Compliance/Department of Public Works Water Department PWS ID # 3107000  
North Coastal Basin

**IS IT A MEDIUM OR HIGHLY STRESSED BASIN OR SUB WATERSHED? YES NO N/A**

- No

**AMOUNT OF FUNDING REQUESTED AND AMOUNT OF PERCENT MATCH FUNDING PROPOSED**

Federal Funds via DEP	\$ 60,000.00
Match (25% required)	\$ 159,770.76
Total Project Budget	\$ 219,770.76

**PROJECT SUMMARY/OBJECTIVES-**

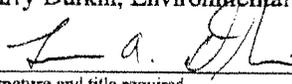
- 1) Reduce unaccounted for water loss by a minimum of 5% in 2011 thus increasing finished water quantity.
- 2) Raise awareness of water losses and conservation with a goal of reducing system demand.
- 3) Develop and implement a city wide plan for ongoing leak detection of 140 miles of water pipes.
- 4) Repair all detected leaks of 3 gallons per minute within one month of detection, or within a reasonable time given the location of the leak.
- 5) Coordinate training and equipment use with the neighboring communities of Rockport and Essex
- 6) Quantify this projects impact in gallons of water and dollars saved.

**PRINCIPAL CONTACT:**

Larry Durkin, P.E. (978) 281-9792  
Environmental Engineer  
City of Gloucester Office of Water Compliance/DPW Water Department  
50 Essex Avenue Gloucester, MA 01930  
[ldurkin@gloucester-ma.gov](mailto:ldurkin@gloucester-ma.gov) Fax (978) 281-9724

AUTHORIZED SIGNATORY:

Larry Durkin, Environmental Engineer, City of Gloucester

 7130110  
Signature and title required Date

**PROJECT DESCRIPTION:**

Cape Ann Digital Leak Detection and Leak Repair Project --  
Locate and repair underground later leaks from the Gloucester Water Distribution System, and assist Essex and Rockport in locating any leaks in their water distribution systems by way of sharing equipment and expertise.

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**Concise Statement of the Problem:**

The City of Gloucester was settled in 1623 and as such is one of Massachusetts oldest communities. Gloucester has approximately 140 miles of water lines, and over 80 miles of lines are still of the 19<sup>th</sup> century vintage. As a result, we routinely experience water line leaks and breaks and have had 4 major water line breaks in the past 5 years. In the month of July, 2010 alone, we have had 4 water breaks as of July 20<sup>th</sup>. We have conducted water audits every 2 years.

At this time, Gloucester's UAW is 24.9%, well beyond the goal of 10% as set by DEP. In order to further reduce system demands beyond what has been achieved, The Gloucester Water Compliance Office/Department of Public Works Water Department Public Water System ID #3107000 (G-PWS) proposes to design and administrate an ongoing program for leak detection and repair in conjunction with the existing flushing program and therefore reduce our UAW by a minimum of 5%. Through targeted and annual use of this technology, it is the intent of the G-PWS to achieve the DEP's goal of under 10% UWA prior to the target date of 2012. We will purchase a digital leak detection system for use in Gloucester, by Gloucester city employees and to be shared with Rockport and Essex. The G-PWS will hire a part time project manager to administrate, oversee the program, quantify the results and develop a training protocol and manual as not all staff may be available at the initial manufacturer's training session. The city intends to use this equipment to conduct annual city wide leak detection surveys as well as targeting specific areas in the city that have been identified as areas of critical concern. The G-PWS has a strong commitment to locate and repair all water leaks in our system as soon as possible.

The G-PWS withdraws surface water in North Coastal basin from sources both East and West of the River. The G-PWS demand has exceeded permitted withdrawals during dry years and management of the losses and the supplies is key to the city's growth. On an average annual basis, the G-PWS uses close to the average daily source withdrawal allowed by the MWA source permits and registrations. The G-PWS has been proactive in conservation efforts and leak detection and repair has per capita residential usage within DEP guidelines for stressed basins at 46 GPD/pp. The G-PWS has developed and implemented mandatory water restrictions ordinances and has imposed them in 2007 and 2009. The G-PWS has instituted a water conservation program which includes water bill inserts with water conservation strategies, public presentations to encourage water conservation, and a successful rain barrel program. The city is working with local educators to develop a school based water conservation educational project for the 2010-2011 school year.

Gloucester, through our water enterprise fund, is currently completing the total rehabilitation of Babson Water Treatment Plant, which is our main water treatment facility. This includes improvements to our water efficiency and changing the disinfecting process from Chlorine to Chloramines. Chloramines will provide

better quality water and help to maintain a more stable disinfection residual throughout our distribution system. Upon the completion of the Babson Project, which is expected to be in July, we will shut down the secondary West Gloucester facility and install a Chloramine water disinfection system at that plant. We are also executing a long term plan to replace all of our antiquated water lines, and are continuing the removal of all un-metered water flows. The G-PWS is in the planning stages of metering all of the cities athletic fields, and has instituted a standing order with the Gloucester Fire Department to log all water use and provide the Water Compliance Office with those logs. The city, through the Sewer Enterprise fund, is also in the midst of a comprehensive Combined Sewer Outflow project as well as updating our wastewater treatment plant.

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**Support of Justification and Need for Project:**

**UAW:**

In 2009, unaccounted for water (UAW) totaled 24.9% of water pumped. In Gloucester's Water Management Permit ( 9P-3-18-107.01) we have been tasked with reducing our UAW to be in compliance with the 10% UAW performance Standard. This grant will allow the city to purchase digital leak detection equipment which will be operated by Department of Public Works employees. Upon detection of leaks, the Department of Public Works will commit to repair such leaks as soon as possible, or within a reasonable time given the location of the leak. It is the city's intention to make our system as tight as possible. This program mitigates the issue of water leaks going undetected for periods of time and becoming a much larger problem. Besides the loss of finished water in a line break, the city also incurs the costs of emergency repairs, notification to residents and businesses and the subsequent brown water that inevitably ensues.

**Status of source Permits and Registrations, and Annual Basin Withdrawals:**

The Gloucester Water Department (G-PWS) withdraws water from the North Costal Basin within the Annisquam River Sub-basin (WMA Permit # 9P31810701)

Annual withdrawals in 2009 totaled approximately 1087.438 million gallons from the North Costal Basin sources including both East and West sources.

Annual average pumped flow 2.98 MGD in 2009 is below registered and permitted withdrawals of 3.75 MGD for the North Costal Basin sources = 1368.75 million gallons a year.

**Supply and Demand Concerns:**

The G-PWS has developed and implemented mandatory water restrictions ordinances and has imposed them in 2007 and 2009. The city of Gloucester has a spike in water use during the summer months as there is a substantial summer population. As a result this puts a strain on an already burdened water system. In our drier years, such as in 2007, we placed several water use restrictions during the year.

**Conservation:**

The G-PWS has been and continues to be aggressing and proactive with water conservation efforts:

- The G-PWS performs a comprehensive water audit every two years
- The G-PWS performs leakage detection and repair every year
- They promote conservation through public marketing campaign
- Are in discussions with the Gloucester Elementary school system to develop a water conservation curriculum for the 5<sup>th</sup> grade

Project Goals:

- 1) Reduce unaccounted for water loss by a minimum of 5% in 2011 thus increasing finished water Quantity.
  - 2) Develop and implement a city wide plan for annual leak detection of 140 miles of water pipes.
  - 3) Repair all detected leaks of 3 gallons per minute within one month of detection. If a minor leak (less than 3 gpm) is detected under a local roadway, or highway, it shall be repaired when related work on the roadway is being performed.
  - 4) Coordinate training and equipment use with the neighboring communities of Rockport and Essex.
  - 5) Raise awareness of water losses and conservation with a goal of reducing system demand.
  - 6) Quantify this projects impact in gallons of water and dollars saved.
- 

Project Strategy:

The task descriptions and sequence of tasks as described in detail in the scope of services section will achieve the project goals as described above. The Gloucester Water Department is committed to the proposed Scope of Services and achieving the stated project goals.

In general, we intend to locate and remove leakages and un-metered water flows from the distribution system then provide the means to quantify results of the program in gallons of water saved and in dollars saved.

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Milestones:

Please refer to Task 6 of the Scope of Services

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Activities:

Please refer to Scope of Services section for description of each project task.

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Project Evaluation through quantifiable results:

As described in detail in the Scope of Services section of this proposal, leakage will be located in the system as a whole and in isolated sections of the distribution system. This information will then be used to develop and perform a comprehensive leak repair program reducing the UWA by at least 5% in 2011. G-PWS staff will be reviewing and updating system maps and conducting the leak detection and repair. Project manager will work with the DPW and the Water Department to log and interpret the leak detection information and oversee and quantify all leak repair projects as well as measuring water lost and cost savings. The Project manager will also monitor city use water with meters at the DPW yard, fire department and athletic fields. The Project manager will serve as liaison between the water compliance office, the fire department and any other city departments pertinent to water use. The ultimate goal is to make use of this equipment in an ongoing basis to reduce Gloucester's UWA to DEP's acceptable levels of under 10%, and to help our neighboring communities of Rockport and Essex to do the same.

## **GLOUCESTER PUBLIC WATER SYSTEM PROPOSAL**

### **SCOPE OF SERVICES**

Provide a brief descriptive statement for each task/activity to be completed under the project, and list and describe the product(s) for each task. Provide an estimated cost for each task. Finally, every response must include reporting requirements (quarterly updates, final project reports, etc. ) as a separate task. Attach additional pages as required to describe objectives/tasks.

## GLOUCESTER PUBLIC WATER SYSTEM PROPOSAL

**Project Budget:**

This budget is for response evaluations purposes. Use the whole dollar method. Indicate which items will be paid for by grant funds and which will be paid for by the match. Attach additional pages as required.

Expense Items	Grant Amount	Match and Source	Total Amount
Salary : Project manager -19.5 hours per week at \$27.87per hour	\$28,260.18		\$28,260.18
Equipment – Data Loggers/Noise Correlators	\$28,500.00		\$28,500.00
Anticipated Costs of Leak Repairs		City of Gloucester In Kind \$146,140.00	\$146,140.00
Weekly meetings with city's environmental engineer 48 Hours @ 47.27 per hour		City of Gloucester In Kind \$2,268.96	\$2,268.96
Water foreman 240 hours @ 21.14 per hour		City of Gloucester In Kind \$5,037.60	\$5,037.60
Water laborer 240 hours @ 20.33 per hour		City of Gloucester In Kind \$4,879.20	\$4,879.20
Printing Materials for Educational purposes	\$3,236.00		\$3, 236.00
Water Conservation education program with Veoila		\$1,445.00	\$1,445.00
Totals	\$59,996.18	\$159,770.76	\$215,766.94

**Project Milestone Schedule**

Month	1	2	3	4	5	6	7	8	9	10	11	12
Task 1	X	X										
Task 2	X	X										
Task 3		X					X					
Task 4		X					X					
Task 5		X	X	X	X	X	X	X	X	X	X	X
Task 6	X	X	X	X	X	X	X	X	X	X	X	X
Task 7			X									X

Task 1) Review system mapping, measure and present system infrastructure data on map.

- A. Review existing distribution network maps and comment on suitability for use in leakage detection program, suitable plans will include:
- length, size age and materials of water mains
  - location size and age of valves
  - location type and size of hydrants
  - location size and material of large service connections
  - location, number and material of residential service connection
- B. The G-PWS has detailed GIS system maps that are currently being upgraded by the Gloucester DPW, so it is anticipated that no upgrades or updates to the GIS system maps will be necessary to complete this scope of services.
- C. Purchase Digital Data Loggers/correlators

DELIVERABLES:

- Summary report of existence and suitability of system distribution maps
- Summary table of system infrastructure including total inch miles and number of services.
- Receipt of water logger equipment and participation in initial manufacturer's training.

ESTIMATED COST: \$30,273.49 GRANT SHARE: \$29,756.15 MATCH SHARE: \$517.34  
Data loggers and 45 hours program manager Environmental engineer 2 hours

Task 2) Develop program to use Digital Leak Detection Equipment to isolate leaks in the water system.

A. Review the most recent leak detection survey. Utilize acquired information to determine the amount of unaccounted for water in the system, and the cost per year due to water loss.

D. Using network maps, create plan to use digital correlating loggers throughout 140 miles of water lines. Plan will include:  
-determination of the schedule of deployment of overnight loggers  
-determine a time frame to complete projects  
-develop a user friendly training protocol as not all staff may be available at the initial manufacturer's training session

**DELIVERABLES:**

- Complete water loss worksheet with calculated water losses and costs
- Provide report with recommendations, estimated costs and projected schedule to locate leaks in highest priority areas
- Publish a "user friendly" training protocol and manual to be used by future employees who did not have the benefit of attending the initial manufacturer's training session.

ESTIMATED COST: \$2,118.12 GRANT SHARE: \$2,118.12 MATCH SHARE: 0  
Program Manager 76 hours

Task 3) Conduct leak Detection Survey for the entire water distribution system

- A. This task will be part of the city's in kind match and will be performed by trained and qualified staff from the Department of Public Works
- B. The survey will be supervised by the program manager.

DELIVERABLES:

-survey worksheet with location of all known leaks in the system

ESTIMATED COST: \$13,261.20 GRANT SHARE: \$3,344.40 MATCH SHARE: \$9,916.80  
Program Manager 120 hours Water Foreman + Laborer  
120 hours each

Task 4) Evaluate leakage measurement data and prepare a summary report of analysis and findings

- A. Tabulate and review measured data from correlating loggers
- B. Prepare graphic overlay for distribution map identifying and ranking leakage areas for use in targeting leakage detection and repair efforts

DELIVERABLES:

-Prepare Graphic overlay and data summary and deliver to the Department of Public Works.

ESTIMATED COST: \$1,254.15  
Program manager 45 hours

GRANT SHARE: \$1,254.15

MATCH SHARE: 0

Task 5) Conduct Leak Repair Program

- A. Based on prioritization of leakage, develop approach and schedule to repair leaks.
- B. Repair all detected leaks of 3 gallons per minute within one month of detection. If a minor leak (less than 3 gpm) is detected under a local roadway, or highway, it shall be repaired when related work on the roadway is being performed.
- C. Document leak repairs and time frame of repairs
- D. Document impact in gallons of water and dollars saved for each repaired leak.
- E. Track areas that have multiple incidents of leaks in order to replace sections of pipes in those areas.

DELIVERABLES:

- Summary of leaks detected and repaired
- Document estimated volume loss
- Maintain log of time frame between detection and repair
- Cost to benefit analysis with cost per gallon of leaks repaired

ESTIMATED COST: \$159,907.78 GRANT SHARE: \$13,767.78 MATCH SHARE: \$146,140.00  
Program manager 494 hours estimated repair costs

Task 6) Raise awareness of water losses and conservation with a goal of reducing system demand.

- A. Facilitate a partnership with Veolia Water and the West Parish Gloucester Elementary school system to develop a Massachusetts Comprehensive Assessment System (MCAS) compliant water conservation curriculum for the 5<sup>th</sup> grade that will be rolled out to the entire elementary school system.
- B. Create a water conservation web page on the City of Gloucester's web site encouraging water conservation measures
- C. Distribution of conservation outreach and educational materials concepts to commercial, industrial and residential customers.

DELIVERABLES:

- Attend and document meetings between Veolia and the Public School System and encourage participation
- Public Water Conservation Web Page
- Publish water conservation materials and distribute at public meetings, city sponsored events, to the media and make available at all city venues.

ESTIMATED COST: \$8,861.50 GRANT SHARE: \$7,416.50 MATCH SHARE: \$1,445.00  
Program manager 150 hours, printing costs Veolia match

Task 7) Project Reporting

- A. There will be frequent meetings with management and DPW staff. Status reports will be submitted regularly.
- B. Milestone Summary reports will be submitted following Task 3, and final report following Task 7

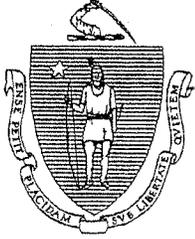
DELIVERABLES:

- Interim status reports to management regularly
- Milestone summary report following task 3
- Final report following task 6

ESTIMATED COST: \$4,515.50 GRANT SHARE: \$2,341.08 MATCH SHARE: \$2,174.42  
Program Manager 84 hours Meetings with city engineer 46 hours

Attachment C

**MassDEP Water Conservation Grant Approval**



COMMONWEALTH OF MASSACHUSETTS  
 EXECUTIVE OFFICE OF ENERGY & ENVIRONMENTAL AFFAIRS  
 DEPARTMENT OF ENVIRONMENTAL PROTECTION  
 ONE WINTER STREET, BOSTON, MA 02108 617-292-5500

DEVAL PATRICK  
 Governor

TIMOTHY P. MURRAY  
 Lieutenant Governor

DEC 14 2010  
 Water  
 Compliance

IAN BOWLES  
 Secretary  
 LAURIE BURT  
 Commissioner

December 8, 2010

Larry Durkin  
 Dept. of Public Works Water Department  
 City Hall  
 9 Dale Avenue  
 Gloucester, MA 01930

RE: 2011-16/WCG Gloucester Water Conservation Grant Project

Dear Mr. Durkin:

Thank you for submitting proposals to the Water Conservation Grant Program. Twenty-five of the forty-seven proposals that were received this year will be funded. I am pleased to tell you that the Gloucester Water Conservation proposal will be awarded a grant in an amount not to exceed \$50,000.

The contract scope of work, budget, and schedule are all subject to terms and conditions to be negotiated. You will be contacted by Malcolm Harper of Municipal Services to either discuss the workplan or to establish a meeting time for the same. A draft project scope, budget, and milestone schedule will be sent to you for review. The expected start date for Water Conservation grant projects will be February 2011.

Congratulations on your successful proposal. We look forward to working with you. If you have questions or concerns, please contact Malcolm Harper, Program Coordinator, at 508-767-2795.

Very truly yours,

Laurie Burt  
 Commissioner

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cc: K. Brander, MassDEP, NERO T. Mahin, MassDEP, NERO

# COMMONWEALTH OF MASSACHUSETTS - STANDARD CONTRACT FORM



This form for New Contracts and Contract Amendments/Renewals, is jointly issued and published by the Executive Office for Administration and Finance, the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth Departments. Any changes to the official printed version of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors should only complete sections marked with a "→". For instructions and hyperlinks (italics), please view this form at: [www.mass.gov/osc](http://www.mass.gov/osc) under Guidance For Vendors - Forms or at [www.mass.gov/osd](http://www.mass.gov/osd) under OSD Forms.

→ <u>Contractor Legal Name</u> (and d/b/a): City of Gloucester → <u>Legal Address</u> (from W-9): City Hall 9 Dale Ave. Gloucester, MA 01930 → <u>Payment Remittance Address</u> (from W-9): → <u>Contract Manager</u> : Larry Durkin, Environmental Engineer		<u>Department MMARS Alpha Code and Name</u> : EQE DEPARTMENT OF ENVIRONMENTAL PROTECTION <u>Business Mailing Address</u> : 627 MAIN STREET, 2 <sup>ND</sup> FLOOR, WORCESTER, MA 01608 <u>Billing Address</u> (if different): <u>Contract Manager</u> : EDITH BLACKNEY <u>E-Mail Address</u> : EDITH.BLACKNEY@state.ma.us      Phone: 508-767-2860	
→ <u>E-Mail Address</u> : ldurkin@gloucester-ma.gov → <u>Fax</u> : 978-281-9724	→ <u>Phone</u> : 978-281-9792 → <u>TTY</u> :	→ <u>Fax</u> : 508-791-4131 → <u>TTY</u> :	→ <u>State of Incorporation</u> (if a corporation) or "N/A": → <u>Vendor Code</u> : VC6000192096 → <u>MMARS Object Code</u> :
		<u>MMARS Doc ID(s)</u> : CT EQE <u>RFR/Procurement or Other ID Number</u> (if applicable): Water Conservation BRP 2010-04 <u>Account(s), Funding Contract</u> :	

**X NEW CONTRACT**

COMPENSATION (Check only one):  
 Total Maximum Obligation of this Contract \$50,000  
 Rate Contract (Attach details of rate(s) units and any calculations):

The following COMMONWEALTH TERMS AND CONDITIONS for this Contract has been executed and filed with CTR (Check only one):  
 Commonwealth Terms And Conditions  
 Commonwealth Terms And Conditions For Human And Social Services

PROCUREMENT OR EXCEPTION TYPE (Check one option only):  
 Single Department Procurement/Single Department User Contract  
 Single Department Procurement/Multiple Department User Contract  
 Multiple Department Procurement/Limited Department User Contract  
 Statewide Contract (OSD or an OSD-designated Department)  
 Grant (as defined by 815 CMR 2.00)  
 Emergency Contract (attach justification)  
 Contract Employee (Complete Employment Status Form)  
 Collective Purchase (attach OSD approval)  
 Legislative/Legal Exemption (attach authorizing language)  
 Other (Specify and attach documentation):

ANTICIPATED START DATE: May 27, 2011. (Enter the Date Contract Obligations may begin. Review Certification for Effective Date Below prior to entry.)  
CONTRACT END DATE: June 30, 2013.

**CONTRACT AMENDMENT/RENEWAL**

ENTER CURRENT CONTRACT START and END DATES (prior to amendment)  
 Current Start Date: \_\_\_\_\_ Current End: \_\_\_\_\_

COMPENSATION: (Check Either, "No Compensation Change"; "Maximum Obligation" or "Rate change". ATTACH Amended Scope and Budget to support Amendment.)  
 NO Compensation Change (Skip to "OTHER" section below and select change)  
 Redistribute Budget Line Items (No Maximum Obligation Change)  
 Maximum Obligation Change.  
     a) Current Total Contract Maximum Obligation:  
         (Total Contract Maximum Obligation, including all prior amendments).  
     b) Amendment Amount ("+" or "-"):  
     c) NEW TOTAL CONTRACT MAXIMUM OBLIGATION:  
 Rate Changes to Rate Contract

OTHER: (Check option, explain under "Brief Description" below, and attach documentation.)  
 Amend Duration Only (No Compensation or Performance Change)  
 Amend Scope of Services/Performance Only (no budget impact.)  
 Interim Contract (Temporary Extension to complete new Procurement)  
 Other: (Describe Details and Attach documentation):

ANTICIPATED START DATE: \_\_\_\_\_ (Enter the Date Amendment Obligations may begin. Review Certification for Effective Date Below prior to entry.)  
NEW CONTRACT END DATE: \_\_\_\_\_

→ PROMPT PAYMENT DISCOUNTS: Contractor has agreed to the following Prompt Pay Discounts for the listed Payment Issue Dates. See Prompt Payment Discount Policy.  
 % Within 10 Days     % Within 15 Days     % Within 20 Days     % Within 30 Days    OR, Check off the following if:  
 Contractor either claims hardship, or chooses not to provide PPD, or compensation is not subject to prompt pay discounts (grants, non-commodity or non-service compensation)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT (Reference to attachments is insufficient):  
 The City of Gloucester will conduct a comprehensive program to identify and reduce unaccounted for water loss from their drinking water system. Project # 2010-16/WCG.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, or an earlier Start date listed above, the "Effective Date" of this Contract or Amendment shall be the latest date this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, a later Contract or Amendment Start Date specified above, or the date of any required approvals. By executing this Contract/Amendment, the Contractor makes, under the pains and penalties of perjury, all certifications required under the attached Contractor Certifications, and has provided all required documentation noted with a "→", or shall provide any required documentation upon request, and the Contractor agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein, including the terms of the applicable Commonwealth Terms and Conditions available at [www.mass.gov/osc](http://www.mass.gov/osc) under Guidance For Vendors - Forms or at [www.mass.gov/osd](http://www.mass.gov/osd) under OSD Forms, the terms of the attached Instructions, the Request for Response (RFR), solicitation (if applicable) or other authorization, the Contractor's response to the RFR or solicitation (if applicable), and any additional negotiated performance or budget provisions. The terms of this Contract shall survive its termination for the purpose of resolving any claim, dispute or other Contract action, or for effectuating any negotiated representations and warranties. **THE PARTIES HEREBY ALSO CERTIFY THAT** (Check one option only):

1.  the Contractor has NOT incurred any obligations triggering a payment obligation for dates prior to the Effective Date of this Contract or Amendment; OR  
 2.  any obligations incurred by the Contractor prior to the Effective Date of this Contract or Amendment (for which a payment obligation has been triggered) are intended to be part of this Contract/Amendment and shall be considered a final Settlement and Release of these obligations which are incorporated herein, and upon payment of these obligations, the Contractor forever releases the Commonwealth from any further claims related to these obligations.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:

→ X: [Signature] Date: 5/26/11  
 (Signature and Date Must Be Handwritten At Time of Signature)  
 → Print Name: Larry Durkin      MICHAEL HALE  
 → Print Title: Environmental Engineer      DIRECTOR FISCAL

AUTHORIZING SIGNATURE FOR THE DEPARTMENT:

X: \_\_\_\_\_ Date: \_\_\_\_\_  
 (Signature and Date Must Be Handwritten At Time of Signature)  
 Print Name: BAWA WAVEZWA  
 Print Title: Director BAS Fiscal

# COMMONWEALTH OF MASSACHUSETTS - STANDARD CONTRACT FORM



## INSTRUCTIONS

The following instructions to the *Standard Contract Form* are provided to assist both Contractors and Commonwealth Departments with the interpretation and completion of the *Standard Contract Form*. These instructions, including policies, procedures and legal references, are incorporated by reference into the *Standard Contract Form*. The *Standard Contract Form* is the boilerplate contract used by the Commonwealth for commodity and service Contracts, Grants and any other agreements for which another standard boilerplate is not already prescribed by statute, regulation or policy.

The *Standard Contract Form* is not a stand alone contract document but is used as the key document that incorporates the various documents that make up a Commonwealth Contract, which include in the hierarchy of precedence: (1) the applicable *Commonwealth Terms and Conditions* or the *Commonwealth Terms and Conditions for Human and Social Services* (T&C) (2) this Standard Contract Form, (3) a Request for Response (RFR), other procurement solicitation document, or procurement exception supporting documentation, (4) the Contractor's response to the RFR or other solicitation, or scope of performance and budget for procurement exceptions, and (5) any other non-conflicting negotiated terms and conditions and attachments. Departments may not sign Vendor Contracts but may attach copies of the Contracts, with appropriate redaction of conflicting terms. A Contractor may not condition execution of the Standard Contract Form or the applicable T&C on the Department's signing the Contractor's contract or other contractual form, invoice, or other documents with additional or conflicting contractual terms. Any of these attached terms or documents shall be superseded by the documents in the order of precedence listed above.

**Note:** Any changes to the official printed language of this form shall be void. This form is designed to have data electronically added, rather than manually completed and table boxes will expand to accommodate text that is required to be added. Departments and Contractors may not alter the format or add fields to the form. The Department and a Contractor may negotiate by attachment, any additional language which clarifies their understanding of, but does not change, the language of the applicable *Commonwealth Terms and Conditions* and this *Standard Contract Form*. Clarifications may fill in the gaps and "spell-out" the understanding of the Department and the Contractor regarding their respective contract responsibilities. Clarifications may not be used to have the effect of negating, modifying, or replacing language in the applicable *Commonwealth Terms and Conditions* or this *Standard Contract Form*. For example, the following are acceptable additional terms: prior written notice periods, types of reports and timing of submission, details of delivery or acceptance of performance, records storage requirements, identifying what items are considered "deliverables" and what items are "contractor materials" that are already copyrighted or owned prior to the Contract, and are being used to complete performance. Ownership can not be conveyed after performance if the Commonwealth has paid for development of a deliverable with just compensation.

**Contract Should be Sent and Reviewed Electronically.** The *Standard Contract Form* is designed to be used electronically and should be reviewed by Contractors online to ensure access to hyperlinked references. Departments completing the *Standard Contract Form* for execution should enter the information electronically and send the form electronically to the Contractor to ensure timely completion and execution.

**Links to policies, procedures and legal references.** Text that appears italicized and underlined in the *Standard Contract Form* indicates a "hyperlink" that will link you to an Internet or bookmarked site for the particular reference being cited. Pressing the "Alt" and "F9" keys while in the Microsoft® Word version of this document will display the full text of hyperlinks which can be copied and pasted or typed into your Internet browser address field if you can not connect directly to the Internet by clicking on a hyperlink. Hyperlinks to legal requirements such as statutes and regulations are links to unofficial versions of these documents. While reasonable efforts have been made to assure the accuracy of the data provided, 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 in this document. Instructions and hyperlinks may be added or changed without notice, so please periodically check this document at: [www.mass.gov/osc](http://www.mass.gov/osc) under *Guidance For Vendors - Forms* or at [www.mass.gov/osd](http://www.mass.gov/osd) under *OSD Forms* for updates.

A Department is **NOT** responsible for providing a paper copy of the *Standard Contract Form* Instructions to Bidders or Contractors. The *Standard Contract Form* Instructions are incorporated by reference into the *Standard Contract Form* and do not have to be filed with the completed Contract documents. Departments and Contractors are responsible for reviewing the *Standard Contract Form* electronically online including the Instructions and hyperlinks.

**Contractor Name (and d/b/a):** Enter the full legal name of the Contractor's business as it appears on the Contractor's W-9 Form 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. Changes to the Contractor's Legal Name without a *major structural change* (such as a merger or consolidation) will require an updated W-9 and Commonwealth Terms and Conditions signed by an Authorized Signatory of the Contractor and filed with CTR. The Department should update the Contract and attachments either at the time of the name change, or when the Contract is next amended. The Department is required to make the necessary changes using a VCM for the VCUST table to update the Contractor's Vendor Code.

**Contractor Legal Address:** Enter the Legal Address of the Contractor which matches the W-9 filed for this Contractor where all tax reporting forms will be sent. This address must match the legal address the Contractor has on file with the Internal Revenue Service (IRS) and the Department of Revenue (DOR) and must match the 1099 information for the Vendor Code listed for this Contract. Updates to the Legal Address without a *major structural change* to the Contractor (such as a buyout, merger, or other change) requires an updated W-9 from an Authorized Signatory of the Contractor, but does not require other contract document changes. The Department is required to make the necessary changes using a VCM for the VCUST table to update the Master and Legal Addresses for the Contractor's Vendor Code.

**Contractor Payment Remittance Address:** Also enter the "Remittance Address" if payments are to be mailed to a separate mailing address, which must match the remittance address on the W-9 submitted by the Contractor. Unless otherwise specified in the Contract, legal notice sent or received by the Contractor's 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. Updates to the Remittance Addresses require an updated W-9 from an Authorized Signatory of the

# COMMONWEALTH OF MASSACHUSETTS - STANDARD CONTRACT FORM



Contractor, but do not require other contract document changes. The Department is required to make the necessary changes using a VCM for the VCUST table to update the Master and Legal Addresses for the Contractor's Vendor Code.

- **Contractor Major Structural Change.** The Contractor is required to provide the Department with a minimum of 45 days written advance notice of any planned or potential structural change (merger, buyout, acquisition, consolidation). Contract performance may not be automatically assigned to the new entity (since the underlying procurement may be affected) and the Contractor may be required to negotiate continued performance and execute a Contractor Change in Identify Form in lieu of a Standard Contract Form. See the Amendments, Suspensions, and Termination Policy for additional information.

**Contractor Contract Manager:** Identify 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 approval of the Department. Notice of a change of Contract Manager may be sent in writing by letter, e-mail, or fax to the Department Contract Manager and does not require a formal Amendment. If the Contract is listed on Comm-PASS, the Contract Manager should be listed in the Vendor Section.

**Contractor Phone/Fax/TTY/E-Mail Address:** Identify the phone, fax and TTY/TTD number(s) and electronic mail (e-mail) address of the Contract Manager. The Contractor is required to ensure that this information is kept current to ensure that the Department can contact the Contractor and provide any notice under the Contract. 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. Notice of a Change of this information may be sent in writing, by e-mail or fax to the Department Contract Manager and does not require a formal Amendment. If the Contract is listed on Comm-PASS, the Contract Manager information should be listed in the Vendor Section.

**State of Incorporation:** If Contractor is a corporation, enter the state in which the Contractor is incorporated. If the Contractor is not a corporation enter "N/A".

**Contractor Vendor Code:** Enter the state accounting system Vendor Code (also known as the Vendor Customer Number) assigned by the Commonwealth. If a Vendor Code has not been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department must ensure that the Contractor's Vendor Code matches the Vendor Code created on the state accounting system MMARS VCUST table. If the Contractor has a Vendor Code with multiple payment remittance addresses (see the MMARS VEND file), the Department must verify the correct Vendor Code with the Contractor to ensure timely and properly directed payments. See Vendor/Customer Policy. The Contractor's failure to verify the correct Vendor Code will waive the Department's liability for late payment interest for payments sent to the incorrect remittance address. A change in Vendor Code is usually considered a significant Contract Amendment (unless the change involves no major structural change and the underlying procurement is not affected). Changes in Vendor Codes which result in change of Contractors are restricted (see major structural change).

**MMARS Object Code:** MMARS is the Massachusetts Management and Accounting Reporting System. This field is entered by the Department and should identify the MMARS Object Code(s) from the Expenditure Classification Handbook that represent the type of expenditures for this Contract, and is used to match with the MMARS encumbrance transaction. The object code may be changed by the Department without a formal amendment.

**Department MMARS Alpha Code and Name:** Enter the MMARS Department Alpha code assigned to this Department and the full legal Department name, which must be a Department recognized in the MMARS state accounting system with a three (3) letter MMARS Code. A Division within a recognized MMARS Department may not sign contracts or make other obligations, but must have contracts and other obligations signed under the Department recognized in MMARS.

**Department Contract Manager:** Identify the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an authorized signatory or, at a minimum, an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing contract issues. Notice of a proposed change of a Contract Manager may be sent in writing by letter, e-mail or fax to the Contractor's Contract Manager (with confirmation of actual receipt) and does not require a formal Amendment.

**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 written notice under the Contract.

**Department Billing Address:** Enter the Billing 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 Phone/Fax/TTY/E-Mail Address:** Identify the phone, fax and TTY/TTD number(s) and electronic mail (e-mail) address for the 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:** Enter the state accounting system (MMARS) encumbrance transaction number associated with this Contract. The same MMARS Document ID should be used as a reference number on all transactions, documentation or other correspondence related to the Contract for audit, Quality Assurance and Records Management purposes. This information can be entered after the Contract is executed. If more than one ID has been used for this Contract or Amendment, identify all that apply. This information must be completed for all contracts and amendments. For Statewide Contracts, OSD may enter the Comm-PASS ID in addition to the MMARS doc id.

**Request for Response (RFR)/Procurement Reference number or other Contract Identifier.** Enter the reference number of the RFR or other Procurement Number for this Contract or Amendment (even if you are using an RFR that was issued by another Department). If the RFR was posted on Comm-PASS, use RFR Reference Number as posted. If an RFR was not used, enter Contract No. or other reference number. If none, indicate "N/A". This information is necessary for Audit, Quality Assurance and Records Management purposes.

**Account(s) Funding Contract:** Enter the account(s) funding the Contract. This information can be entered after the Contract is executed. If more than one ID has been used for this Contract or Amendment, identify all that apply. This information must be completed for all contracts and amendments.

# COMMONWEALTH OF MASSACHUSETTS - STANDARD CONTRACT FORM



Funding accounts may change during the life of Contract. Please note that accounts with earmark language that provide a procurement exception may not be replaced in whole or in part with a different funding account (that does not have earmarked or procurement exception language) unless a procurement process or exception is supported under the new funding account. Earmark or procurement exception authorization in one account is not transferable to another funding source.

**CONTRACT TYPE:** The Department must select one of two options to indicate whether this is a "NEW CONTRACT" or a "CONTRACT AMENDMENT/RENEWAL" and complete the "Left" side only for New Contracts, and the "Right" side only for Contract Amendments/Renewals.

**FOR NEW CONTRACTS (left side):**

**COMPENSATION:** Identify if the Contract has a **Maximum Obligation** or is a **Rate Contract**:

- **Maximum Obligation.** A maximum obligation is used for either unit-based or project-based compensation when performance (commodity, service, grant, etc.) is predictable and measurable and a maximum amount of funds will be set aside for the Contract.
  - The amount entered in this space must be fully encumbered by the Department for the duration of the Contract (including "out years" for multi-year contracts) according to the **Effective Date**, and any settled obligations that are included.
  - Any fiscal year in which Contract Terms will still be effective, but no compensation will be paid, must also be reflected in MMARS to ensure that the total duration of the Contract is included.
  - The attached budget or cost information must match the Contract Maximum Obligation (or as amended) and the MMARS transaction.
- **Rate Contract.** A Rate Contract is used when the rate per unit of performance (e.g., commodity or service) is known but the number of units that will be needed during the Contract period is unknown or may vary based upon need or usage. Rate Contracts are also used when there are multiple Contractors available to provide performance and it is unknown which Contractors will be selected at any given time to provide performance. If the Rate Contract is signed solely with one Contractor, the Department must encumber sufficient funds on behalf the Contractor to support the anticipated use of the Contract. If the Rate Contract is signed with multiple Contractors that may or may not provide performance during the Contract period, the Department must encumber sufficient funds to support the anticipated use of the Contract. The encumbrances may be "vendor specific" with one encumbrance per Contractor, or may be done through a Departmental Master Agreement (MA) or a CT with Event Type 51 ("open order") if not tied to a Departmental MA (where funds are not encumbered on behalf of any single Contractor). Attach rates and types of unit (per hour, day, week, item, etc.) including any supporting documentation for rates. If rates are to be negotiated, attach a description of the process, index or schedule that will be used to negotiate the rates. Rate Contracts with negotiated rates should identify a range of rates or a cap in rates and may not be used for open-ended arrangements but are appropriate for lists of pre-qualified contractors and certain Statewide Contracts for which rates are negotiated on a per project, program, task or work order basis depending upon the performance required.

**Commonwealth Terms and Conditions That Apply To This Contract:** Check either "Commonwealth Terms and Conditions" or "Commonwealth Terms and Conditions for Human and Social Services", whichever is applicable to the Contract performance. (See Expenditure Classification Handbook for assistance in determining applicable Commonwealth Terms and Conditions). The applicable T&C is signed only once by the Contractor and filed by the initial contracting Department with the Office of the Comptroller (CTR) and is recorded on the VCUST table on the "Business Type" screen. The signed and filed Commonwealth Terms and Conditions will be incorporated by reference and apply to any contract, Grant or other agreement entered into by the Contractor and any Commonwealth Department. Therefore, Contractors do not have to re-sign the applicable T&C for subsequent procurements or contracts, unless the Contractor has a legal name change, or a major structural change.

Departments are required to verify that the T&C is executed by an Authorized Signatory of the Contractor. The applicable T&C must be on file at CTR PRIOR to submitting this Contract for encumbrance processing at either CTR or OSD, or if the Department has transaction delegation, prior to processing the encumbrance in MMARS. A Department must check the MMARS VCUST under the "Business Type" tab to determine if the Contractor has already signed the applicable Commonwealth Terms and Conditions and should not request additional copies if already filed. Contractors may submit photocopies of a previously signed T&C if so requested. Additional original T&Cs should not be retained by a Department, but must be sent to the Office of the Comptroller Payee Unit to be maintained on file to ensure that CTR and the VCUST table reflect the most recent documents.

If the Contractor does not have the applicable Commonwealth Terms and Conditions on file and recorded on the MMARS VCUST table, the Department must complete a VCM on MMARS and then mail the completed Commonwealth Terms and Conditions to CTR's Payee Unit. Changes to the Contractor's identity during the period of the Contract require an updated W-9 and execution of another Commonwealth Terms and Conditions reflecting the new information. See Guidelines for Material Changes in Contractor Identity under Amendments, Suspensions, and Termination Policy. For more information on Vendor Code requirements see Vendor File Policy.

**Procurement or Exception Type:** Check the appropriate type of procurement or exception for this Contract. Only one option can be selected.

- **Commodity or Service Contracts.** If the Contract is for the procurement of commodities or services, the Department must indicate if the Contract was procured as a "Single Department Procurement/Single Department User Contract"; "Single Department Procurement/Multiple Department User Contract"; "Multiple Department Procurement/Limited Department User Contract"; or a "Statewide Contract (Only for use by OSD or an OSD-designated Department)". See Commodities and Services Policy and Use of a Procurement by a Single or Multiple Departments for more information and documentation requirements for these options.
- **Grants.** If the Contract is being used for the award of a Grant, the Department must check "Grant". Grants are governed by 815 CMR 2.00 and State Grants and Federal Subgrants Policy. See Required Standard Contract Form Contents below for additional information.
- **Competitive Procurement Exception.** If the Contract did not result from a competitive procurement, the Department must check off the appropriate exception: "Emergency Contract"; "Contract Employee"; "Collective Purchase approved by OSD"; a "Legislative/Legal Exemption" or "Other" (and specify procurement exception). Documentation proving the exception and a justification memorandum identifying how the Contractor was selected and why the selection represents best value, must also be attached. See Required Standard Contract Form Contents below for additional

# COMMONWEALTH OF MASSACHUSETTS - STANDARD CONTRACT FORM



information. Please note that the "Interim Contract" competitive procurement exception is only available for Contract Amendments/Renewals (right side of form; see below).

**Anticipated Start and End Dates:** See *Effective Date, Anticipated Start Date and End Date* below.

## FOR CONTRACT AMENDMENT/RENEWAL (right side):

There are no automatic Contract Renewals and both parties must execute an Amendment for a Contract Renewal. Any "material" change in the Contract terms must also be memorialized in an Amendment even if the Maximum Obligation or a corresponding MMARS transaction is not needed to support the change. "Material" changes are any significant change to the performance obligations of a Contractor or the performance expectations of the Department (such as any change in duration or maximum obligation). Minor adjustments to the scope and budget that do not materially impact the maximum obligation or performance responsibilities of the Contractor, or do not materially change the performance expectations of the Department do not require a formal Amendment, but it is presumed that the terms of performance (scope) and costs (budget) will be updated as part of the Contract file, unless already identified under the Contract. See *Amendments, Suspensions, and Termination Policy* for further guidelines on Amendments and Options to Renew.

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, it is negotiable.

**CURRENT CONTRACT START AND END DATES:** Enter the "Current Start Date" and the "Current End Date" for the Contract prior to the Amendment. This information is necessary to validate the MMARS transaction that is being changed and to ensure that the dates of performance are accurate for the entire duration of the Contract. This information can be obtained from the original contract form, or if previously amended from the Amendment Form.

**COMPENSATION:** Check either, "No Compensation Change"; "Redistribute Budget Line Items"; "Maximum Obligation" or "Rate change".

- **No Compensation Change**, should only be selected if there is no change to the compensation under the Contract, including Maximum Obligation, Line-item redistribution or Rates. Then Skip to "Other" and identify the type of Amendment being made and attach documentation for change.
- **Budget Line Items Redistribution (No Maximum Obligation Change)**. Identify any changes in budget line items that move funding around within current Maximum Obligation and procurement parameters. Attach amended performance and budget terms to support redistribution.
- **Maximum Obligation Change**. (Check off this section and complete if Maximum Obligation is increasing or decreasing.)
  - a) Enter Current Total Contract Maximum Obligation (prior to Amendment/Renewal reflecting all prior amendments).
  - b) Enter the Amendment/Renewal Amount (indicate whether increase or decrease by including "+" or "-" respectively before the amount). (MMARS transaction must match this amount.)
  - c) Enter **New Total Contract Maximum Obligation**, which must equal the Current Total Contract Maximum Obligation plus ("+") or minus ("-") the Amendment/Renewal amount. (MMARS transaction must match this amount.)
  - d) **Note: Carry over funds**. Multi-year contracts in which encumbered amounts in any fiscal year that remain unexpended at the close of the fiscal year are NOT automatically available for compensation for Contractor performance in subsequent fiscal years unless so authorized by the Department. For operating accounts, unexpended balances revert at the close of the fiscal year and are not available for subsequent fiscal year obligations. Unexpended, encumbered amounts in continuing accounts (federal, trust, capital) will balance forward obligation ceilings for these amounts in MMARS. The Department is responsible for reconciling performance and expenditures in each fiscal year and authorizing use of carry over amounts for performance in the subsequent fiscal year(s) either as part of amendments to the scope and budget of the Contract, and underlying MMARS transactions, or as part of the original Contract performance terms and budget.
- **Rate Changes to Rate Contract**. (Check off this section if Rates are being changed. Attach rate changes.)

**OTHER** (Check off Change and attach all supporting documentation):

- **Amend Duration Only (No Compensation Change)**: Check off this section only if duration is being changed with no changes to compensation or performance. This option is commonly used to extend the date for completion of performance with no additional compensation.
- **Amend Scope of Services/Performance Only (no budget impact)**: Attach detailed description of changes to Scope or performance.
- **Interim Contract**: Check off this section for a temporary extension (Interim Contract) of a current Contract in order to accommodate the completion of a new procurement.
- **Other**: (Describe Details of the other type of amendment and attach documentation)

**Payments and Prompt Pay Discounts.** Payments under this Contract or Amendment are made in accordance with the applicable Commonwealth Terms and Conditions and the Commonwealth *Bill Paying Policy*.

- **Electronic Funds Transfer (EFT)**. If the Contractor does not yet receive payments electronically, the Contractor should complete the *Authorization for EFT Payments Form*. In addition to sending the remittance information to the Contractor's financial institution with the payment, CTR's *MassFinance/Vendor Web site* allows Contractors access to their remittance information, payment history and pending payments under their Vendor Code (listed above).
- **Legal Payment Date**. An invoice/obligation is considered legally paid based upon the Payment Issue date recorded in the state accounting system (MMARS) which will be when the payment is issued by the Commonwealth via EFT (Electronic Funds Transfer) when issuance file is transmitted to the bank or, for checks, when the check is sent to the U.S. Post Office by the State Treasurer's Office. The issuance date is the relevant date for Prompt Payment Discounts. (See *Prompt Pay Discount Policy*.) Under the applicable Commonwealth Terms and Conditions, pursuant to *G.L.c. 29, s. 26, s. 27 and s. 29*, obligations may not be incurred unless there are sufficient appropriated or non-appropriated funds available and allotted to support the obligations.
- **Intercept**. All payments due to the Contractor shall be subject to intercept pursuant to *G.L.c. 74, s. 3* and *815 CMR 9.00*. Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Offset shall include

# COMMONWEALTH OF MASSACHUSETTS - STANDARD CONTRACT FORM



intercept of other funds paid to the Contractor from other state Departments. The Contractor may not penalize any state Department or assess late fees, or cancel a Contract or other services if funds are intercepted due to outstanding taxes, child support, or other overdue debts of the Contractor.

- **Prompt Payment Discounts.** This section of the Contract/Amendment is used to identify prompt payment discounts that the Contractor has agreed to provide if the Contractor is issued payment in less than the standard payment cycle of 30 days via EFT. (See Commonwealth Bill Paying Policy and Prompt Pay Discount Policy). Prompt Payment Discounts are of greatest benefit to both the Commonwealth and the Contractor if the Contractor accepts payments through EFT. If the Contractor does not yet receive payments electronically, the Contractor should complete the Authorization for EFT Payments Form. Prompt Payment Discounts should be negotiated for commodity and service contracts. If an Amendment is being executed, the current Prompt Payment Discounts should be re-entered and verified as current or new Prompt Payment Discounts should be entered if more beneficial to the Commonwealth. Check off the box if the Contractor has demonstrated a hardship from providing PPD or the Contract is for a grant, other financial assistance or other non-commodity or service that would not normally identify PPDs.
- **Invoices.** Invoices must be submitted in accordance with the terms of the Contract and the Bill Paying Policy. Final invoices in any fiscal year must be submitted no later than August 15<sup>th</sup> for performance made and received (goods delivered, services completed) prior to June 30<sup>th</sup>, in order to make payment for that performance prior to the close of the fiscal year and reversion of appropriated funds. By signing this Contract or Amendment the Contractor agrees that if the Contractor fails to provide timely final invoices for final payments by August 15<sup>th</sup>, the Department may make payment based upon the terms and prices of the Contract for the goods or services that are accepted by the Department, and the Contractor's acceptance of payment shall release the Commonwealth from further claims for payment. If the Contractor disputes the final payment and refuses payment, available funds may revert and may be delayed significantly until funds are available to make payment once the dispute is resolved, and the Department will not be subject to late payment interest for this delay.
- **Pandemic, Disaster or Emergency Performance.** In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Contractor agrees the Department may request performance changes related to the Contract, or may negotiate additional performance from the Contractor to address the emergency needs of the Commonwealth (subject to appropriation), even if not contemplated under the original Contract. Departments will receive guidance on allowable or mandated emergency actions in the event of an emergency.

**Brief Description of Contract Performance:** Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract or the reason for the Contract or Amendment. The description is used to specifically identify the Contract performance, match the Contract with attachments, and determine if the appropriate expenditure code (as listed in the Expenditure Classification Handbook) has been selected. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient. The Department may include any additional information in this section to identify unique or important information related to this Contract or the Contractor.

## Effective Date, Anticipated Start Date And End Date

- The "Effective Date" of the Contract or Amendment is determined by the execution dates of the Bill of the Contract and any required approvals as outlined in Section 1 of the applicable Commonwealth Terms and Conditions. For contracts exceeding the MMARS transaction delegation threshold that are routed through workflow to CTR and OSD may have the dates corrected in the state accounting system (MMARS) to reflect the legal Contract Effective Date, as appropriate.
  - For Contracts using the Commonwealth Terms and Conditions, "the effective start date of performance under a Contract shall be the date a Contract has been executed by an authorized signatory of the Contractor, the Department, a later date specified in the Contract or the date of any approvals required by law or regulation, whichever is later."
  - For Human and Social Service Contracts using the Commonwealth Terms and Conditions for Human and Social Services, "the effective start date of a Contract shall be the later of: the date the Contract was executed by an authorized signatory of the Contractor; the date the Contract was executed by an authorized signatory of the Department; the date specified in the Contract; or the date of Secretariat authorization pursuant to G.L. c. 29, s. 29B."

The Contractor and the Department are required to certify that the "Effective Date" of the Contract or Amendment being executed is the latest date the Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, a later Start Date specified, or the date of any required approvals. If the Effective Date of the Contract or Amendment is later than the Start Date listed, the Contractor and Department agree that by signing the Contract or Amendment they have identified if any obligations have been incurred prior to the Effective Date for which a payment obligation has been triggered prior to that date, which shall be included as final settlement of these obligations as part of the Contract/Amendment and payment of these obligations shall release the Commonwealth from any claims related to these obligations.

- **Anticipated Contract/Amendment Start Date:** The Department must enter the "anticipated" start date of "obligations" under the Contract that will trigger a payment obligation. Departments must consider when a payment obligation is "incurred" (creates an obligation to make payment). For most goods, payments obligations are incurred when goods are delivered and accepted. For services, the Contract should specify if obligations are incurred based upon performance (such as performance charged at an hourly rate as services are provided; services for clients in residence, services upon request) or the date the services are made available (such as the start date of maintenance or customer service hours are available for use), or whether the performance obligation occurs at a later date, such as when a periodic, final report, program or system component is delivered and accepted, or other Contract milestone has been achieved (delivered and accepted). Most grants provide financial assistance for a public purpose, rather than a fee for service or good (or other performance) for the Department, and will have installment payments with obligations being incurred based upon the schedule of payments, grant milestones or reporting requirements in the Contract, not the actual date grant performance is started.
- **End Date of this Contract/Amendment:** The Department must enter the date the Contract will terminate. A Contract must be signed for at least the initial duration listed in the RFR, or other solicitation document (if applicable). Amendments to extend the termination date, such as exercising an option to renew, must be made using this Form and must be signed prior to any new obligations being incurred by the Contractor. Please see Amendments, Suspensions, and Termination Policy for additional guidelines.

# COMMONWEALTH OF MASSACHUSETTS - STANDARD CONTRACT FORM



**CERTIFICATIONS AND EXECUTION:** As part of Contract/Amendment execution, the Department and Contractor must identify whether any obligations were performed prior to the "Effective Date" of the Contract or Amendment (as outlined above). Contractors are not authorized to deliver performance for which compensation is sought under a contract or amendment (even if requested by the Department or any other Commonwealth representative) prior to the Contract effective start date of that contract or after the termination date of that contract. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding and a Department may not back-date a contract or amendment in order to cover the delivery of performance prior to the Contract effective date. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by the Contractor outside the scope of a Contract. In the event obligations have been incurred by the Contractor that were intended to be included as part of the Contract/Amendment prior to the Effective Date, the parties have two options to resolve the settlement of these obligations:

1. Execute a separate Settlement and Release document for the performance and attach to the original contract; OR
2. Include the performance as part of the Contract/Amendment, as follows: The Department would enter the actual date the performance obligations began under "Anticipated Start Date" for either the new Contract or Contract Amendment on the Standard Contract Form and check off box "2," indicating that the performance prior to the Effective Date is included under a Settlement. By completing the Contract/Amendment to include the performance prior to the Effective Date, the Department is able to enter the MMARS encumbrance to include the performance under the properly executed Contract/Amendment.

Please note that if no performance occurred or was anticipated to occur until on or after the Effective Date of the Contract/Amendment, the parties would check off box "1", thereby indicating that no obligations were incurred prior to the Effective Date.

**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 may be required by the Department if not already on file. See "Required Standard Contract Form Contents" section below. See also CTR Department Head Signature Authorization Policy for the policy requiring live signatures and signature dates and Contractor signature authorization verification. See Contractor Authorized Signatory Listing.

**Contractor Name /Title:** The Contractor Authorized Signatory's name and title must appear legibly.

**Authorizing Signature For Department/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 Contract Effective Start Date". **Rubber stamps, typed or other images are not accepted.** See also CTR Department Head Signature Authorization Policy.

**Department Name /Title:** The Department Authorized Signatory's name and title must appear legibly. For Contracts requiring secretariat signoff, if the Department Signatory is not an authorized signatory of the Secretary, evidence of Secretariat signoff must be included in the Contract file.

**EXPEDITED EXECUTION.** The Contract/Amendment may be sent electronically to the Contractor, completed, executed by the Contractor and faxed back to the Department for start date purposes. The Department does not have to wait to receive a hard copy of the executed Contract/Amendment and may sign the fax copy for start date purposes. When the hardcopy of the Contractor's executed Contract/Amendment is submitted, the Department has the option of re-signing the hardcopy with the date from the earlier signed fax or may just attach the fax copy to the hardcopy of the Contract. In the alternative, the Department and the Contractor may each sign a separate Contract/Amendment and the two separately signed documents may be attached representing one executed Contract/Amendment, provided there are no conflicts in the information contained on each signed document.

**PLEASE NOTE:** Any corrections to information on the Standard Contract Form after execution must be initialed and dated by the parties. Faxed copies of initialed changes are sufficient for records management purposes, although hardcopies are preferred.

## REQUIRED STANDARD CONTRACT FORM CONTENTS CHECKLIST

**Originals or true attest copies of contracts.** Massachusetts G.L. c. 7A, s. 5 requires that either the original or a certified copy of all Contracts be filed as directed by the Comptroller. The "record copy" contents of a Contract (as listed below) must be filed either at CTR, OSD (commodity contracts) or at the Department if so delegated. Pursuant to the Delegation of MMARS Transaction Policy and 815 MCR 10.00, Departments retain the record copy of all contract documents. If a Contract exceeds the published delegation threshold, the Department must submit a copy of Contract package to CTR or OSD (Commodity contracts) for secondary review using the appropriate Transmittal Form (if applicable). CTR or OSD secondary review is not legal approval of a Contract, but an expedited quality assurance review to ensure Contract documents support minimum procurement and contracting requirements. All contracts are subject to additional post audit and quality assurance reviews. **The Standard Contract Form Instructions are incorporated by reference and are not required to be filed as part of the original or true attest copy of the Standard Contract Form.** A Department official who has seen the original of a document can attest that a copy submitted is a "true attest" or "true copy" of the original. This certification can be done on the top page of the copy or by attachment. See also Department Head Signature Authorization Policy. For additional guidance for contents and submission requirements see Contracts Quick Reference and State Finance Law and General Requirements Policy. In addition to this Standard Contract Form, the following Contract content checklists apply to each respective contract type:

### CONTENT CHECKLIST FOR NEW CONTRACTS

- Applicable Commonwealth Terms and Conditions:** Department must verify if Contractor is already on VCUST table on MMARS. New Contractors must have T&C filed with CTR along with appropriate VCC/VCM to update table. T&C must be on file with VCUST before encumbrance can be entered for this Contract. For an existing Contractor's Standard Contract Form, Contractor information must match VCUST table for the Vendor Code, Division and Remittance address. (AD001, AD002...)
- Evidence of Procurement (if procurement done):** A copy of the RFR, or a Comm-PASS close-out Contract Summary screen print (provided the RFR has been properly closed out and the close-out Summary posted on Comm-PASS verifies the location of the RFR and RFR Reference Number on

# COMMONWEALTH OF MASSACHUSETTS - STANDARD CONTRACT FORM



Comm-PASS), or copy of other solicitation, grant application, etc. (If applicable). The "Board Award Field" on MMARS Encumbrance must contain this reference number ID or exception ID (See Evidence of Exception below).

- Evidence of Exception (If competitive procurement was not done):** Attach documentation for the exception: Justification Memorandum for Emergency; copies of legislative language or other legal exemption for Contracts with legislative earmark or legal exemption from procurement; copy of approval from OSD for Collective Purchase Contract with federal or other public entity; or copy of posting/hiring documentation and resume for Contract Employees. Attach copy of public posting or notice of intent to contract with Contractor, if done. Also include documentation of how the Contractor was selected and why this selection supports best value; See also 801 CMR 21.05 and "Competitive Procurement Exceptions" of the OSD Procurement Information Center (PIC). For grants, see by 815 CMR 2.00 and State Grants and Federal Subgrants Policy.
- Please note that If Emergency performance or other contract performance has been **fully completed** prior to signing this **Standard Contract Form**, and no additional performance is intended to be made after signing this Standard Contract Form, Departments may use the Settlement and Release Form in lieu of the Standard Contract Form to document completed performance to enable final payment.
- Contractor's Response:** an original or true attest copy of the Contractor's Response (bid) to the RFR or Response to another procurement or grant application, or a copy of the Responses if the RFR/procurement was conducted by another procuring Department. Attach any additional negotiated terms that either modify or are in addition to the RFR or Response. If an RFR or other procurement was not done, attach a detailed description of the scope of performance, work or task order, and a detailed budget or schedule of fees or compensation for this Contract. Performance terms may not modify terms of applicable Commonwealth Terms and Conditions or Standard Contract Form.
- Human and Social Services Contracts:** attach required Human and Social Services Attachments 1-6. See Instructions for Attachments.
- Individual Contractors:** Departments hiring "individual contractors" as either "contract employees" or "independent contractors" are required to comply with the policy Individual Contractors - Independent Contractors vs. Contract Employees and attach the Employment Status Form.
- Consultant Contracts** (HH, N01-N14, U05 object codes per the Expenditure Classification Handbook):
  - Contractor Disclosures.** Contractors must disclose Individuals with Financial Interest (if applicable); Other income (if applicable); and Key Personnel. Please note that key personnel may be deemed to be state or special state employees pursuant to G.L. c. 268A. Contractors may make required disclosures as part of the RFR Response, by attachment or may use the Consultant Contractor Mandatory Submission Form.
  - Secretariat Signoff.** Departments must obtain secretariat signoff for all contracts under G.L. s. 29, s. 29A and s. 29B PRIOR to performance beginning. Secretariat signoff does not have to be on the Standard Contract Form, but must be included as part of the Contract File.
  - TELP (Tax Exempt Lease Purchase).** TELP attachments: ANF TELP Authorization Form, TELP Lease Purchase Quote, Acceptance Certificate, Essential Use Letter) must be included. Certificate of Appropriation and Payment Schedule. Payment schedules must use current MMARS standard recurring payment schedule: See RPSCHD (TELP—quarterly; TEMO—monthly; TESA—semi-annual, TEAN—annual). TELPs paid with state funds must use the Commonwealth TELP (ITD) or the Statewide TELP (OSD). Please note that TELP payments take the highest priority for payment, even above payroll. Contact CTR immediately if Department faces any uncertainty of making TELPs payments on time. Please coordinate with ANF to ensure sufficient allotments to make timely payments.
  - Legal Services Contracts (H09, N03).** All Commonwealth Departments are required to obtain:
    - GOV Approval.** Attorneys hired by Executive Departments are required to competitively procure all legal services (See 801 CMR 21.01(2)(b)) and obtain prior approval of the Governor's Chief Legal Counsel PRIOR to posting or hire (See G.L. c. 30, s. 65.)
    - AGO Review.** PRIOR to the start of performance, prior review of planned services by the Office of the Attorney General (AGO) for legal representation of the Department under a contract, and appointment as a Special Assistant Attorney General "SAAG" for litigation services. The Attorney General Review Form for Attorneys Providing Legal Services form must be completed and mailed (with required attachments) to the AGO for any new legal services contract, and for any significant amendment to the scope of services under an existing contract, PRIOR to the start of performance or a material change in performance. See: Attorney General Policy for Prior Review of Attorneys.
    - MMARS Encumbrance - Rates and Purpose in Comments Field.** For Executive Departments, the MMARS encumbrance "Comments field" must contain the Units and "Rates" or "Range of Rates" for the services and a brief description of the type of services under the engagement to enable completion of annual reporting requirements under G.L. c. 30, s. 65. Departments that fail to include this information as part of the original encumbrance will be required to modify the encumbrance to add this information in order to complete reporting requirements.

## CONTENT CHECKLIST FOR AMENDMENTS

- Attach a detailed description of the changes that are being made to the scope of performance (if any), and any corresponding changes to the detailed budget or schedule of fees. For renewals funded by continuing accounts, verify if any carry over funds from prior fiscal years need to be re-authorized for the current or a future fiscal year.
- For Interim Contracts (or for grants), attach justification memorandum for reasons for Interim Contract (or for grant).
- If Contractor is undergoing a major structural change which impacts the underlying procurement, the Contractor may be required to negotiate continued performance and execute a Contractor Change in Identity Form INSTEAD of this Standard Contract Form. See the Amendments, Suspensions, and Termination Policy for additional information. Performance terms may not modify terms of applicable Commonwealth Terms and Condition or Standard Contract Form.

## CONTENT CHECKLIST FOR ALL CONTRACTS AND AMENDMENTS

- Form W-9** if Contractor is not already on VCUST table (new Contracts). If new W-9, file with CTR with T&C and VCC. For Existing Vendors, verify that VCUST matches any new W-9 and the Standard Contract Form, and if there is new information on W-9 or **Standard Contract Form**, update VCUST with updated W-9 and VCM. For Amendments, no updates are necessary unless the Contractor's information on the **Standard Contract Form** is changing which may require an updated W-9 and T&C. If Contractor is undergoing a major structural change which impacts the underlying

# COMMONWEALTH OF MASSACHUSETTS - STANDARD CONTRACT FORM



procurement, the Contractor may be required to negotiate continued performance and execute a Contractor Change in Identify Form INSTEAD of this Standard Contract Form. See the Amendments, Suspensions, and Termination Policy for additional information. Vendors must be careful when submitting W-9s that information is accurate, since the VCUST table will be updated for all business with the Commonwealth. Departments should verify with the Contractor when information is updated to ensure that the update is accurate since changes will impact all business with the Commonwealth.

- Contractor Signature Verification For All Contracts, Grants or Other Agreements.** The Contractor Authorized Signature Listing, or any other alternate format, may be used for this purpose. Pursuant to the Contractor Authorized Signatory Policy, Departments are responsible for verifying that the Standard Contract Form, T&C, W-9 and other documents related to the Contract (regardless of amount) is signed by an authorized signatory for the Contractor. Verification includes authentication of identify and authority to sign of the person signing the documents.
- MMARS must match total Contract, including settlements.**
  - Current state finance law policy requires the information input in MMARS to match the underlying contract or supporting documents, including extensions, renewals and amendments. What appears in the MMARS system will be considered the "official record" or "record copy" of fiscal activities and will supersede paper or other formats of the same information. Therefore, the MMARS encumbrance must match the terms of the Contract including Vendor Code, start and end dates and compensation. If a settlement is part of the Contract or Amendment, include all settlement amounts on the same MMARS encumbrance as the Contract/Amendment, unless otherwise directed by CTR.
  - MMARS encumbrances must be entered as soon as possible after Contract/Amendment execution to ensure funds are timely encumbered.
  - At least one commodity line with appropriate corresponding accounting line is required for each budget fiscal year of the Contract.
  - All supporting documentation must be included in the Contract File. Departments must remember that MMARS is an accounting system, which is used to accurately record and report on fiscal activities. Compliance responsibility remains at all times with the Department employees who process documents to "Final" status. Since MMARS will track the UAID of the Department employee who approves documents, quality assurance reviews will identify not only the documents that will be reviewed, but also the security identification (UAID) of the employee who approved the MMARS transactions. Departments must be especially careful when modifying MMARS transactions (such as encumbrances) to support contract extensions and amendments, specifically effective dates. It is improper for Departments to enter a modification to a MMARS transaction to reflect start and end dates that are not supported by the underlying Contract documentation.
  - MMARS changes/adjustments with no underlying Contract changes do not require a Contract amendment. For fiscal changes with no underlying Contract change that exceed the Department's MMARS transaction processing limit, submit a CTR Transmittal Form referencing the Doc Id of the MMARS document and indicating the change required (Non-Commodity contracts). For example, enter the Doc Id and "**Rate Contract Increase/Decrease**" for Rate Contract increases and decreases in total obligations. For appropriation account changes (switching, adding or deleting accounts) with no underlying contract change, enter Doc Id and "**Appropriation Account Change**".
- Records Management - Procurement and Contract Files.** In accordance with 815 CMR 10.00, the Department is the record keeper of the official record copy of the Contract documents and the Contract/Procurement file. MMARS is the official record of the encumbrance and payment documents and will supersede any paper copies of the same information. The Contract/Procurement file must contain, or refer to the location of, all documentation related to the Procurement and resulting Contract(s). A Department is responsible for retaining and archiving Contract records in accordance with the Statewide Records Retention Schedule issued by the Secretary of State Records Conservation Board.
- Public Information and Privacy Concerns.** It is important to provide Contractors with remittance information that will facilitate proper payment application to their receivables. When negotiating a Contract, Departments should establish a mutually agreeable data structure to communicate goods delivered or services rendered. Since these fields are a matter of public record, MMARS Doc IDs (encumbrances, payments, etc.), vendor invoice numbers, contract numbers, check descriptions, and any comment fields MUST NOT contain personal information (such as individual's names, SSN numbers, bank account numbers, date of birth, addresses etc.) or other information that could jeopardize privacy or facilitate identity theft. MMARS Doc IDs and key comment fields may be printed on checks, sent electronically as part of remittance advice, and will appear on VendorWeb (and may be viewed related to public records requests), therefore care must be taken that individual personal information is not used.

## CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

By executing this Contract, the Contractor under the pains and penalties of perjury, makes all certifications required under the certifications listed below, and has provided all required documentation and disclosures (identified below with an "→"), or shall provide any required documentation upon request, and the Contractor agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached to this Contract or incorporated by reference herein, including in the following order of precedence: the terms of the applicable Commonwealth Terms and Conditions available at [www.mass.gov/osd](http://www.mass.gov/osd) under Guidance For Vendors - Forms or at [www.mass.gov/osd](http://www.mass.gov/osd) under OSD Forms, the terms of the Standard Contract Form and attached Instructions, the Request for Response (RFR) or solicitation (if applicable), the Contractor's response to the RFR or solicitation (if applicable), and any additional non-conflicting negotiated provisions:

- The Contractor is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards, including obtaining requisite licenses, registrations, permits and resources for performance; and that the Contractor shall provide access to records to state officials under Executive Order 195 and G.L. c. 11, s.12; and the Contractor certifies that the Contractor and any of its subcontractors are not currently debarred or suspended by the federal or state government under any law or regulation including, Executive Order 147; G.L. c. 29, s. 29F and G.L. c. 152, s. 25C;
- The Contractor shall comply with the terms of the Request for Response (RFR) or solicitation for this Contract, if applicable; and any additional negotiated provisions for this Contract, including the RFR - Required Specifications if an RFR was done for this Contract, which are incorporated by reference herein if not already included as part of the Request for Response under 801 CMR 21.00; or for any other procurement;

# COMMONWEALTH OF MASSACHUSETTS - STANDARD CONTRACT FORM



- The Contractor shall comply with all applicable state laws and regulations including Massachusetts General Laws; Official Code of Massachusetts Regulations; Partial CMR Listing; 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.
- The Contractor agrees to the terms for "Effective Date" and "Payments" and any terms under the Instructions of this Contract or Amendment. The Contractor certifies that there is no authorization to deliver performance for which compensation is sought under this Contract or Amendment (even if requested by the Department or any other Commonwealth representative) prior to the effective date and that any oral or written representations, commitments or assurances made by the Department or any other Commonwealth representative are not binding and a Department may not back-date this Contract or Amendment in order to cover the delivery of performance prior to the Effective date. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by the Contractor outside the scope of a Contract or Amendment.
- The Contractor certifies Tax Compliance with Federal tax laws; State tax laws including G.L. c. 62C, G.L. c. 62C, s. 49A (the Contractor has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support and is in good standing with respect to all returns due and taxes payable to the commissioner of revenue); reporting of employees and contractors under G.L. c. 62E, withholding and remitting child support including G.L. c. 119A, s. 12;
- 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 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 shall affirmatively disclose the details of any pertinent judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors 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. Contractors must affirmatively disclose any potential structural change in its organization at least 45 days prior to the change.
- **Corporations.** If incorporated, the Contractor certifies that it has identified the Contractor's state of Incorporation, and the Contractor certifies compliance with all filing requirements of both the incorporating state and the Massachusetts Secretary of State. If the Contractor is a foreign corporation, the Contractor certifies compliance with all requirements for certification, reporting, filing of documents and service of process.
- **Filing of required certificates and reports.** The Contractor certifies compliance with filing requirements for the Secretary of the Commonwealth and Office of the Attorney General or other Departments as related to its conduct of business in the Commonwealth;
- **Employer requirements.** If an employer, the Contractor certifies compliance with applicable state and federal employment laws or regulations, including but not limited to 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. 5, s. 1 (Prevailing Wages for Printing and Distribution of Public Documents); 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. 163 (Liability for Injuries); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28 (Federal Family and Medical Leave Act); AGO Consumers and Civil Rights;
- **Federal And State Laws And Regulations Prohibiting Discrimination** including but not limited to the Americans with Disabilities Act; 42 U.S.C. Sec. 12,101, et seq., Disability Law Resources; 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 G.L. c. 272, s. 98A; the Massachusetts Constitution Article CXIV and G.L. c. 93, s. 103; 47 USC c. 5, s.c. 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 478 or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and Resources;
- **Northern Ireland Certification.** Pursuant to G.L. c. 7, s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.
- **Executive Orders.** For covered Executive state Departments, the Contractor certifies compliance with applicable Massachusetts Executive Orders (for most recent, see Governor's Executive Orders) including but not limited to:
  - **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 the Contractor certifies under the pains and penalties of perjury they shall not knowingly use undocumented workers in connection with the performance of Contracts; that, pursuant to federal requirements, they shall verify the immigration status of all workers assigned to Contract without engaging in unlawful discrimination; and that they shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker. The Contractor understands and agrees that breach of any of these terms during the period of a Contract may be regarded as a material breach, subjecting Contractor to sanctions, including but not limited to monetary penalties, withholding of payments, contract suspension or termination.
  - **Executive Order 478. Non-discrimination, Diversity, Equal Opportunity, and Affirmative Action. And Executive Order 390. Establishing an Affirmative Market Program in Public Contracting.** The Contractor and any subcontractors may not engage in discriminatory employment practices;

# COMMONWEALTH OF MASSACHUSETTS - STANDARD CONTRACT FORM



and the Contractor certifies that they are in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and committing 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, the Operational Services Division, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of Contract that may subject Contractor to appropriate sanctions.

- **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, as defined in Section 999(b) (3) and (4) of the Internal Revenue Code of 1954, as amended, or engages in conduct declared to be unlawful by Section 2 of Chapter 151 E, Massachusetts General Laws. If there shall be a breach in the warranty, representation, and agreement contained in this paragraph, then 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 within the Executive Branch under the Governor must disclose in writing, upon such application, the names of all immediate family as well as persons 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. (This section applies to Contract Employees.)
- **Consultant Contractor Certifications.** (For Consultant Contracts "HH" and "N01-N14" and "U05" object codes). Contractors may make required disclosures as part of the RFR Response, by attachment or may use the Consultant Contractor Mandatory Submission Form:
  - **→ Disclosure of Additional Income.** Pursuant to the provisions of M.G.L. c. 29, s. 29A, the Contractor shall affirmatively disclose any contracts, grants or other income due from entities other than Commonwealth state Departments (including any political subdivision or public authority) during the period of a Contract. For state departments, the Department can identify all obligations and payments made through MMARS through a query or through Vendor Web using the Contractor's listed Vendor Code.
  - **→ Disclosure of Persons with Financial Interest (other than the Contractor).** Pursuant to the provisions of M.G.L. c. 29, s. 29A and c. 7A, s. 6, the Contractor shall affirmatively disclose all individuals (other than the Contractor) who have a financial interest of more than one percent (1%) interest in the capital stock of the Contractor. If no disclosure is made, Contractor is certifying that this section is not applicable.
  - **→ Key Personnel.** The Contractor shall identify all key personnel assigned to the performance of this Contract, in addition to the Contract Manager. Key personnel may not be changed without prior written approval of the Department.
- **Anti-Lobbying Requirements.** The Contractor certifies compliance with federal anti-lobbying requirements including 31 USC 1352; other federal requirements when receiving federal funds; Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act.

**Attachment A**  
**Scope of Services**  
**Gloucester Water Conservation Grant Project**  
**Project Number 10-16/WCG**

**I. Purpose**

The goals of this project are to promote water conservation and identify and reduce unaccounted for water loss from the City of Gloucester ("the Grantee") drinking water works and distribution system. The Grantee's source of supply is located within the North Coastal Watershed. The Grantee's goal is to continue their water loss reduction efforts and reduce their unaccounted for water loss percentage from approximately 25% to 10% or less.

As outlined within the MassDEP's guidance document, the Grantee will quantify the water savings from all project related activities in gallons per year and approximate dollar value. The Grantee must also certify that the skill level of the appropriate employee(s) and/or Grantees is adequate to perform the contracted tasks to high industry standards, and that the work conducted is done so in accordance with such standards (i.e., the AWWA standards).

**II. Scope of Services**

The scope of services for this contract shall consist of the following tasks and deliverables as outlined below, consistent with the Grantee's technical proposal received on August 3, 2010 and as outlined in the RFR of June 18, 2010. In order for a deliverable to be considered complete under the contract, the deliverable must be completed in accordance with the contract specifications and contract schedule, must be approved by MassDEP, and must otherwise satisfy the contract provision, as determined by the MassDEP.

**Task 1: Purchase Correlating Leak Detection Equipment**

Purchase leak detection equipment - leak correlator and leak detection loggers - to be shared with the Towns of Rockport and Essex. Train appropriate staff on proper use of newly purchased leak detection equipment. Training session(s) to include staff from the Towns of Rockport and Essex.

**Deliverables 1:**

- Written confirmation from the Grantee that the leak detection equipment has been purchased
- Written confirmation from the Grantee that leak detection training specific to the equipment purchased has taken place.
- Documentation of the sharing agreements or memoranda of understanding with the Towns of Rockport and Essex.

**Task 2: Leak Detection Survey**

In conducting a leak detection survey, the Grantee will use dataloggers and/or leak noise correlators to detect, record, analyze, and pinpoint the sound created by underground water leakage. Upon the identification of a leak a digital leak detection correlator shall be used to pinpoint the location of the leak. However, **prior** to the onset of the leak detection survey the methodology to be employed in the survey must be approved by the MassDEP. Any GIS work or GIS-related costs are not eligible for grant reimbursement and are eligible a match.

Once the leak detection survey methodology has been approved in writing by the MassDEP, the Grantee can then conduct a leak detection survey of the water mains and appurtenances of the water distribution system network that may include source of supply transmission lines. The Grantee will thoroughly document the leak detection survey; use the MassDEP guidance in Attachment D to document the leak detection survey. Grantee personnel engaged in leak detection work must be proficient in leak detection methods *and* the equipment used, or if a subcontractor is to be utilized,

each individual subcontracted must possess a minimum of one year of experience in conducting leak detection surveys. All subcontractors are subject to approval by the MassDEP.

This task will consist of developing and conducting a comprehensive leak detection survey of 140 miles of main, hydrants, gate valves, and service connections within the City of Gloucester. As part of the leak detection survey, the Grantee will use dataloggers and/or leak noise correlators to detect, record, analyze, and pinpoint the sound created by underground water leakage. Upon completion of the survey, the Grantee shall provide a report summarizing the locations of the identified leaks, the type of leak (i.e., main, hydrant, service connection, etc.), estimated flow rates for all leaks, etc., and repair records as appropriate. After leaks are repaired, the Grantee will re-survey the repair sites to confirm that no other leaks remain.

**Deliverables 2:**

- MassDEP approved leak detection survey methodology.
- Completed leak detection survey as per Department guidance.
- Technical memo summarizing the method or methods by which data was collected.
- Leak detection report that includes dates leaks were found and repaired, survey information, and estimated water savings realized.
- Leak repair plan

**Task 3: Leak Repair**

Establish a priority system to implement leak repairs. Identified leaks will be repaired in accordance with the terms of the Grantee's current Water Management Act Permit requirements (permit number 9P31810701) and any additional WMA requirements issued during the course of the Contract period by MassDEP. Repairs will be performed in conformance with industry standards and will be documented with leak repair reports including estimates of leakage rates based on visual observation once infrastructure is exposed. As part of the submitted leak detection report and quarterly progress, as applicable, the Grantee shall provide the Department dates leaks were found and repaired, and estimated water savings realized. The Grantee will also certify that the work was conducted in accordance with industry standards. This task is presented as part of the Grantee's match.

**Deliverables 3:**

- Priority system of leak repair
- Completed leak repair forms
- Summary table of leaks detected, leaks repaired, total cost, and estimates of leakage removed based on visual observation of exposed leaking infrastructure
- Technical memo summarizing the method or methods by which data was collected, and repairs were made.

**Task 4: Outreach Program**

Implement a water conservation education program in the West Parish Gloucester Elementary School. Encourage water conservation and promote public awareness of the long-term economic and environmental benefits of water conservation through a community wide social marketing campaign. Increase community awareness throughout the community about the importance of water conservation and measures that can be taken to reduce water consumption.

The Grantee may purchase and distribute water conservation education and outreach materials but costs related to the development of outreach or educational materials are not eligible for reimbursement. Distribute educational materials independently from the Town's water bill.

**Deliverables 4:**

- Draft water conservation materials for review and approval prior to purchase and/or distribution.
- Copy of MassDEP approved educational materials and documentation of its distribution.
- Document distribution of approved educational materials

- Calculation of a year's worth of savings, in gallons and dollars, achieved as a result of Task 4 activities.

#### **Task 5: Reporting**

The Grantee will submit the following Deliverables to the Department in accordance with the Milestone schedule.

##### **Deliverables 5:**

- The Grantee shall provide quarterly progress reports to the Department no later than January 15<sup>th</sup>, April 15<sup>th</sup>, July 15<sup>th</sup>, and October 15<sup>th</sup> for the October 1 to December 31, January 1 to March 30, April 1 to June 30, and July 1 to September 30 reporting periods, respectively and shall continue until the project is completed. These reports shall be submitted via email (Word 6.0 or other suitable software as determined by the Department) on a standard form provided by the Department and shall contain a summary and percentage of all work completed by task during the reporting period and planned activities for the next quarter. Progress reports shall be provided to the Department's Project Coordinator identified in the Notice to Proceed letter.
- The Grantee shall provide fiscal spending reports on the same schedule as the progress reports. The fiscal reports should list the spending for the quarter, itemized by the expense categories listed in Attachment B-Budget. All fiscal spending reports, including required M/WBE reporting on the Department's Payment Voucher Attachment Form, shall be provided to the Department's Contract Manager identified in the Notice to Proceed letter.

#### **Task 6: Submit a Draft and a Final Project Report.**

##### **Deliverables 6:**

- Two paper copies of a draft final report shall be provided to the Department's Project Coordinator for review and comment at least two months prior to the milestone schedule end date. The report will include a summary of the entire project, including methods, results and conclusions as well as recommendations on actions that should be taken to further reduce water losses and comment on the effectiveness of the project.
- The Final Report must calculate the environmental results of the project and quantify the water savings in both gallons of water and dollar value per year.
- Upon receipt of comments on the draft report from the Department, the Grantee will address these comments in the final report. The draft final report and final report will contain all project deliverables.
- One camera ready copy (unbound) and three printed copies of the final report, and two CDs with electronic versions of the final report which are compatible with the Department's systems (Word or a searchable Adobe .pdf format) must be submitted to the Department's Project Coordinator by the project end date.

The report should be authored in Word as an accessible document and also provided both in a accessible/tagged PDF (refer to the [www.mass.gov/](http://www.mass.gov/) site on creating accessible PDF files at <http://mass.gov/Aitd/docs/presentations/adobe/Acrobat%207.0%20Accessibility%20Tutorial/Acrobat%207%20Tutorial/HTML%20Files/AdobeAccessCover.html>) and finally output to RTF.

The Americans with Disabilities Act requires that alternate formats of public documents be made available upon request. The Grantee will be required to make provisions to supply reports and other materials in alternative formats (including Braille or tape), upon request.

### **III. Method of Compensation under the Contract**

- The method of compensation under the contract will be cost reimbursement based on the Grantee's completion of the deliverables listed in the Scope of Services (Section II), as approved

by the Department and in accordance with the Contract, up to \$50,000. Advanced payments shall not be made. Reimbursement reports/payment vouchers can be submitted to the Department's Contract Manager on a quarterly basis. Payment vouchers during any one fiscal year (July 1 through June 30) *must* be submitted no later than July 30 of the next fiscal year or sooner, or as determined by the Department. Reimbursement is generally made within 30 days subsequent to a Grantee submitting a correctly executed invoice with appropriate backup.

- No payment shall be made for Massachusetts' sales tax.
- The Department shall retain ten percent (10%) of the total maximum obligation for the Contract or the final invoice submitted by the Grantee, whichever is greater, until all contract provisions are satisfied and final products are delivered and accepted by the Department. This 10% retainage (\$5,000) shall be reflected on each invoice submitted by the Grantee and will be cumulative.

#### IV. Additional Conditions

- The award of this Grant by the Department does not constitute a permit or any other approval that may be required for the implementation of the project funded by the Grant. The Grantee shall timely obtain, and comply with, all federal, state, and local permits and approvals required for the project.
- An Acknowledgement of Support must be made in connection with the publishing of any material based on or developed under this Contract. The acknowledgement will be in the form of a statement substantially as follows: "This project has been financed with Federal Funds from the Environmental Protection Agency (EPA) to the Massachusetts Department of Environmental Protection (the Department) under a Safe Drinking Water Act State Revolving Loan Fund Set-aside Grant. The contents do not necessarily reflect the views and policies of the EPA or the Department, nor does the mention of trade names or commercial products constitute endorsement or recommendation for use."
- Prior written approval from the Department is required before project materials are printed and distributed.
- Changes in the Scope of Work require prior review and written approval by the Department, and may require an amendment to the contract. Changes in Scope must be requested in writing and include justification for the change.
- Statements to the press are authorized as long as proper acknowledgement is given to the Department and EPA.
- All materials, software, maps, reports, and other products produced through this contract shall be considered in the public domain and thus available at the cost of production.
- The Department reserves the right to approve all subcontractors.
- Grantees must immediately notify the Department if the loss or reassignment of any key employee or subcontractor identified in the proposal, and the Department requires that a replacement employee or subcontractor be assigned within 60 days. The Department reserves the right to terminate the contract if the Grantee fails to replace a key employee or subcontractor within this time frame or substitute appropriately qualified key employee.
- The overall duration of the project is twelve months.

**Attachment B  
Budget**

**Gloucester Water Conservation Grant Project  
Project Number 10-16/WCG**

Expense Items	Grant Amount	Cost Share	Cost Share (In-house)	Total Project Amount
<b>Salaries</b> Project Manager @ \$27-30/hour Environmental Engineer @ \$40-50/hour Water Foreman @ \$20-30/hour Water Laborer @ \$20-30/hour	\$18,264		\$13,631	\$31,895
<b>Subcontractual</b>				
<b>Leak Repair</b>			\$146,140	\$146,140
<b>Equipment</b> Leak Detection Equipment	\$28,500			\$28,500
<b>Other</b> Printing, Mailing, Bid Documents, CDs for Final Reports	\$3,236			\$3,236
<b>Total Amounts</b>	\$50,000		\$159,771	\$209,771

The Department will retain 10% (\$5,000) of the total maximum obligation of the SRF set-aside grant funds or the final invoice submitted by the Grantee, whichever is greater, until all contract provisions are satisfied and final reports and other products are delivered and accepted. This 10% retainage shall be reflected on each invoice submitted by the Grantee and will be cumulative in the amount, 10% of the total grant amount. Leaks found and repaired during the contract period can also be counted toward the match.

The Grantee must certify that they will follow all municipal procurement regulations as per Chapter 30B of the Massachusetts General Laws, the Uniform Procurement Act.

The "Fair Share" utilization goals for this proposal will incorporate 'Equipment' rates of 7.51% of the total amount for a Women-Owned Business Enterprise (WBE) and 2.48% of the total amount subcontracted for a Minority-Owned Business Enterprise (MBE). **To comply with W/MBE participation goals it is anticipated that at the very minimum \$2,383 for WBE and \$787 for MBE will be adhered to.**

**Attachment C  
Milestone Schedule**

**Gloucester Water Conservation Grant Project  
Project Number 10-16/WCG**

Task	Month													
	1	2	3	4	5	6	7	8	9	10	11	12	13	14
#1 Purchase Leak Detection Equipment	X	X												
#2 Conduct Leak Detection Survey	X	X												
#3 Leak Repair	X	X	X	X	X	X	X	X	X	X	X	X		
#4 Outreach Program	X	X	X	X	X	X	X	X	X	X	X	X		
#5 Quarterly Progress Reports				X			X			X			X	
#6 Draft and Final Reports												X		X

**Attachment D**  
**Minimal Elements for Reporting Leak Detection Surveys**

**Gloucester Water Conservation Grant Project**  
**Project Number 10-16/WCG**

**Operator**

Personnel identified?  
Training defined?  
Years of Experience?  
Operator SOPs provided?

**Equipment**

Type and model(s) identified?  
Equipment SOPs provided?  
Equipment operated as per SOP?  
Equipment maintenance/service schedule?  
Equipment maintained as per schedule?  
Calibrated or tested prior to use?

**Survey**

Survey SOPs provided? How are listening posts chosen? How does distance and pipe material effect the survey?  
Time (not just night or day) and date provided?  
Weather conditions, traffic or other an issues?  
Miles of mains tested?  
Ground cover material documented (i.e., pavement, earth, etc.)?  
Pipe material(s) documented?  
How will a correlator or dataloggers be used to detect, record, analyze, and pinpoint the sound created by underground water leakage?  
Will a correlator or dataloggers be used to survey the *entire* water main, all hydrants, gate valves, and service connections, etc.? If selected hydrant, valves, etc. are to be used how will they be chosen?

**Reporting**

Reporting SOPs provided?  
Each leak identified documented?  
Survey logs (or maps or diagrams) provided for each leak detected?  
Leak due to failure of (i.e., joint, main, hydrant, service, or valve)?  
Estimated rate of leakage in gallons/minute?  
Leak classified according to type and rate?  
Rate classification SOP or definition provided?  
Survey data totaled in simple chart format (i.e., # of leaks, type, gallons per day, per year, etc.)?

**Follow-up**

Leak detection surveyor present during repair?  
Date, time, weather conditions at time of observed repair?  
Leak rate observed consistent with estimated loss rate?  
Each repair location retested to confirm leak eliminated?

Placeholder for the Affirmative Action/Contract Compliance Sign-Off Sheet

WATER COMPLIANCE OFFICE  
50 ESSEX AVENUE  
GLOUCESTER, MA 01930



LAWRENCE A. DURKIN, P.E.  
TEL 978-281-9792  
FAX 978-281-9724  
ldurkin@gloucester-ma.gov

CITY OF GLOUCESTER  
DEPARTMENT OF PUBLIC WORKS

Mr. Malcolm Harper  
Regional Planner IV  
Department of Environmental Protection  
627 Main Street-2nd Floor  
Worcester, MA 01608

May 16, 2011

Re: EEO/AA Statement - Water Conservation Grant Program

Dear Mr. Harper:

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

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

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

4. M.G.L. c. 151 s4 (1), as amended by Chapter 533, 1983, which prohibits discrimination in employment on the basis of race, color, sex, religious creed, national origin, ancestry, age or handicap,

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

- Massachusetts Executive Order 143
- Massachusetts Executive Order 227
- Massachusetts Executive Order 237
- Equal Pay Act of 1963
- Massachusetts Executive Order 74 amended by Executive Order 116
- Massachusetts Architectural Barriers Board Act
- Federal Executive Orders 11246 and 11375 as amended.

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

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

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

Lawrence A. Durkin, Environmental Engineer

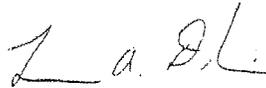
Furthermore, Gloucester DPW prohibits that any employee, or applicant, be subjected to coercion, intimidation, interference, or discrimination for filing a complaint or assisting in an investigation under this program. No portion of this Equal Employment Opportunity/Affirmative Action Policy shall be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

MR. MALCOLM HARPER -MASSDEP  
MAY 16, 2011

EBO/AA STATEMENT  
WATER CONSERVATION GRANT

If you have any questions or need any additional information, please feel free to call me  
or Karen at (978) 281- 9792.

Very Truly Yours,  
City of Gloucester



Lawrence A. Durkin, P.E.  
Environmental Engineer

cc: Michael B. Hale, ACIP, City of Gloucester Director of Public Works  
Karen Wright, City of Gloucester Principal Clerk Office of Water Compliance

WATER COMPLIANCE OFFICE  
50 ESSEX AVENUE  
GLOUCESTER, MA 01930



LAWRENCE A. DURKIN, P.E.  
TEL 978-281-9792  
FAX 978-281-9724  
ldurkin@gloucester-ma.gov

CITY OF GLOUCESTER  
DEPARTMENT OF PUBLIC WORKS

Mr. Malcolm Harper  
Regional Planner IV  
Department of Environmental Protection  
627 Main Street-2nd Floor  
Worcester, MA 01608

May 16, 2011

Re: Statement of Intent - Water Conservation Grant Program

Dear Mr. Harper:

The Water Conservation Grant Program asks that minimum Fair Share MBE and WBE Utilization Goals will be met or exceeded for this project. The City of Gloucester Department of Public Works plans to contract with MBE/WBE vendors for services and/or products during this project.

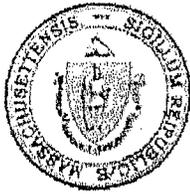
The "Fair Share" utilization goals for this proposal will be 2.48% MBE and 7.51% WBE on the total project dollars. To comply with M/WBE participation goals, it is anticipated that \$787 for MBE and \$2,383 for WBE will be adhered to.

If you have any questions or need any additional information, please feel free to call me or Karen at (978) 281- 9792.

Very Truly Yours,  
City of Gloucester

Lawrence A. Durkin, P.E.  
Environmental Engineer

cc: Michael B. Hale, ACIP, City of Gloucester Director of Public Works  
Karen Wright, City of Gloucester Principal Clerk Office of Water Compliance



COMMONWEALTH OF MASSACHUSETTS  
OFFICE OF THE COMPTROLLER  
Electronic Funds Transfer Sign Up Form

Request type must be checked:  Initial Request  Changing Existing Account  Closing Account

I MICHAEL AXLE, hereby certify that the account/s indicated on this form is under my direct control and access; therefore, I authorize the State Treasurer as fiscal agent for the State of Massachusetts to initiate, change or cancel credit entries to that account/s as indicated on this form. For ACH debits consistent with the International ACH Transaction (IAT) rules check one:

I affirm that payments authorized hereunder are not to an account that is subject to being transferred to a foreign bank account.

I affirm that payments authorized hereunder are to an account that is subject to being transferred to a foreign bank account.

This authority is to remain in full force and effect until the Office of Comptroller has received written notification, from either me or an authorized officer of organization of the account's termination in such time and in such a manner as to afford CTR a reasonable opportunity to act upon it.

VENDOR BANK INFORMATION

Vendor Bank Name: Eastern Bank  
Vendor Bank Transit Number (ABA): 011301785  
Vendor Bank Account Number: 14425  
Account Type: checking

Filling out this field is a requirement for changing account number

Vendor Bank Old Account Number: \_\_\_\_\_  
Account Type: \_\_\_\_\_

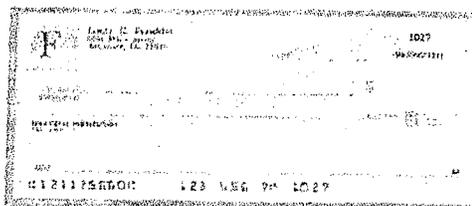
VENDOR INFORMATION

Vendor Tax Identification Number (TIN): 046-001-390  
Vendor/Business Name: CITY OF GLOUCESTER  
Vendor Contact Name: JEFF TOWNE  
E-mail: JTOWNE@GLOUCESTER-MA.GOV  
Telephone: 978-201-9707  
Address: 9 DORR DALE AVE.  
City: GLOUCESTER State: MA Zip: 01936

This authorization will remain in effect until either canceled in writing or an updated form changing information is sent to the Department you currently do business with.

AUTHORIZED SIGNATURE: [Signature]  
Print Name: MICHAEL AXLE Title: Director PUBLIC WORKS Date: 4/26/2011

Form forwarded to Commonwealth Department: \_\_\_\_\_  
Attached voided check here: \_\_\_\_\_



# Request for Taxpayer Identification Number and Certification

Completed form should be given to the requesting department or the department you are currently doing business with.

Please print or type

Name (List legal name, if joint names, list first & circle the name of the person whose TIN you enter in Part I-See Specific Instruction on page 2)

---

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

---

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

---

Legal Address: number, street, and apt. or suite no. Remittance Address: If different from legal address number, street, and apt. or suite no.

---

City, state and ZIP code City, state and ZIP code

---

Phone # ( ) Fax # ( ) Email address:

**Part I Taxpayer Identification Number (TIN)**

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

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

Vendors:  
Dunn and Bradstreet Universal Numbering System (DUNS)

Social security number

OR

Employer identification number

DUNS

**Part II Certification**

Under penalties of perjury, I certify that:

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

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

Sign Here	Authorized Signature	Date
-----------	----------------------	------

**Purpose of Form**

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

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

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

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

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

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

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

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

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

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

**Penalties**

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

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

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

**Misuse of TINs.** If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

**Name.** If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

**Other entities.** Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

### Part I - Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box.

If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are an LLC that is disregarded as an entity separate from its owner (see **Limited liability company (LLC)** above), and are owned by an individual, enter your SSN (or "pre-LLC" EIN, if desired). If the owner of a disregarded LLC is a corporation, partnership, etc., enter the owner's EIN.

**Note:** See the chart on this page for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office. Get Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS's Internet Web Site [www.irs.gov](http://www.irs.gov).

If you do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments.

The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

### Part II - Certification

To establish to the paying agent that your TIN is correct or you are a U.S. person, or resident alien, sign Form W-9.

For a joint account, only the person whose TIN is shown in Part I should sign (when required).

Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

**Dunn and Bradstreet Universal Numbering System (DUNS) number requirement** - The United States Office of Management and Budget (OMB) requires all vendors that receive federal grant funds have their DUNS number recorded with and subsequently reported to the granting agency. If a contractor has multiple DUNS numbers the contractor should provide the primary number listed with the Federal government's Central Contractor Registration (CCR) at [www.ccr.gov](http://www.ccr.gov). Any entity that does not have a DUNS number can apply for one on-line at [www.DNE.com](http://www.DNE.com) under the DNB D-U-N Number Tab.

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold a designated percentage, currently 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

## What Name and Number to Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup> The minor <sup>2</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The grantor-trustee <sup>1</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

<sup>4</sup> List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

If you have questions on completing this form, please contact the Office of the State Comptroller, (617) 873-2468.

Upon completion of this form, please send it to the Commonwealth of Massachusetts Department you are doing business with.

# COMMONWEALTH OF MASSACHUSETTS CONTRACTOR AUTHORIZED SIGNATORY LISTING



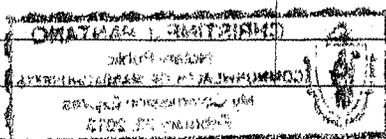
CONTRACTOR LEGAL NAME :  
CONTRACTOR VENDOR/CUSTOMER CODE:

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

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

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

AUTHORIZED SIGNATORY NAME	TITLE
<i>M. O. B. Hale</i>	<i>Director of Public Works</i>



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

*M. O. B. Hale*  
Signature

Date: *AUG 2011*

Title: *Director of Public Works* Telephone: *778 221 9785*

Fax: *778 221 3986* Email: *mohale@gloucester-ma.gov*

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

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

COMMONWEALTH OF MASSACHUSETTS  
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May  
2004



CONTRACTOR LEGAL NAME :  
CONTRACTOR VENDOR/CUSTOMER CODE:

PROOF OF AUTHENTICATION OF SIGNATURE

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

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

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

Title:

X *[Handwritten Signature]*

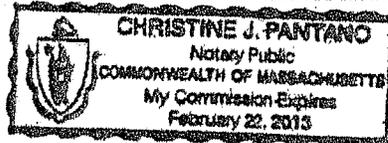
Signature as it will appear on contract or other document (Complete only in presence of notary):

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

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

*August 4*, 20 *11*

My commission expires on:



AFFIX NOTARY SEAL

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

\_\_\_\_\_, 20 \_\_\_\_\_

AFFIX CORPORATE SEAL



## COMMONWEALTH TERMS AND CONDITIONS

This Commonwealth Terms and Conditions form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of

Massachusetts ("State") Departments and Contractors. *Any changes or electronic alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void.* Upon execution of these Commonwealth Terms and Conditions by the Contractor and filing as prescribed by the Office of the Comptroller, these Commonwealth Terms and Conditions will be incorporated by reference into any Contract for Commodities and Services executed by the Contractor and any State Department, in the absence of a superseding law or regulation requiring a different Contract form. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract. The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. Contract shall mean the Standard Contract Form issued jointly by ANF, CTR and OSD.

1. Contract Effective Start Date. Notwithstanding verbal or other representations by the parties, or an earlier start date indicated in a Contract, the effective start date of performance under a Contract shall be the date a Contract has been executed by an authorized signatory of the Contractor, the Department, a later date specified in the Contract or the date of any approvals required by law or regulation, whichever is later.

2. Payments And Compensation. The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to M.G.L. C. 29, §26, or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to M.G.L. C. 7A, §3 and 815 CMR 9.00. Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the State from all claims, liabilities or other obligations relating to the performance of a Contract.

3. Contractor Payment Mechanism. All Contractors will be paid using the Payment Voucher System unless a different payment mechanism is required. The Contractor shall timely submit invoices (Payment Vouchers - Form PV) and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and 815 CMR 4.00, provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System, shall be used only for "Individual Contractors" who have been determined to be "Contract Employees" as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.

4. Contract Termination Or Suspension. A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor

failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

5. Written Notice. Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.

6. Confidentiality. The Contractor shall comply with M.G.L. C. 66A if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to the Department's public records, documents, files, software, equipment or systems.

7. Record-keeping And Retention. Inspection Of Records. The Contractor shall maintain records, books, files and other data as specified in a Contract, and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Department shall have access, as well as any parties identified under Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

8. Assignment. The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with M.G.L. C. 106, §§-318. The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.

9. Subcontracting By Contractor. Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

10. Affirmative Action, Non-Discrimination In Hiring And Employment. The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

11. Indemnification. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated



# COMMONWEALTH TERMS AND CONDITIONS

settlement agreement or judgment. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.

- 12. Waivers. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.
- 13. Risk Of Loss. The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.
- 14. Forum, Choice of Law And Mediation. Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.
- 15. Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration. Any amendment or attachment to any Contract which contains conflicting language or has the affect of a deleting, replacing or modifying any printed language of these Commonwealth Terms and Conditions, as officially

published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 1. of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

IN WITNESS WHEREOF, The Contractor certify under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory below:

CONTRACTOR AUTHORIZED SIGNATORY: [Signature]  
(signature)

Print Name: ~~Larry Durkin~~ MICHAEL HALE

Title: DIRECTOR OF PUBLIC WORKS

Date: 4 Aug 2011

(Check One):  Organization  Individual

Full Legal Organization or Individual Name: City of Gloucester

Doing Business As: Name (if Different):

Tax Identification Number: 046001390

Address: City Hall 9 Dale Ave. Gloucester, MA 01930

Telephone: 978-281-9792 FAX: 978-281-9724

### INSTRUCTIONS FOR FILING THE COMMONWEALTH TERMS AND CONDITIONS

A "Request for Verification of Taxation Reporting Information" form (Massachusetts Substitute W-9 Format), that contains the Contractor's correct TIN, name, and legal address information, must be on file with the Office of the Comptroller. If the Contractor has not previously filed this form with the Comptroller, or if the information contained on a previously filed form has changed, please fill out a W-9 form and return it attached to the executed COMMONWEALTH TERMS AND CONDITIONS.

If the Contractor is responding to a Request for Response (RFR), the COMMONWEALTH TERMS AND CONDITIONS must be submitted with the Response to RFR or as specified in the RFR. Otherwise, Departments or Contractors must timely submit the completed and properly executed COMMONWEALTH TERMS AND CONDITIONS (and the W-9 form if applicable) to the: *Payee and Payments Unit, Office of the Comptroller, 9th Floor, One Ashburton Place, Boston, MA 02108* in order to record the filing of this form on the MMARS Vendor File. Contractors are required to execute and file this form only once.



**City of Gloucester  
Special Budgetary Transfer Request  
Fiscal Year 2013**

\_\_\_\_ INTER-departmental requiring City Council approval - 6 Votes Required  
 \_\_\_\_ INTRA-departmental requiring City Council approval - Majority Vote Required

TRANSFER # 2013-SBT- 10 *Auditor's Use Only*

DEPARTMENT REQUESTING TRANSFER: FIRE DEPARTMENT

DATE: 11/5/2012 BALANCE IN ACCOUNT: \$ 10,000.00 ✓

(FROM) PERSONAL SERVICES ACCOUNT # 101000.10.291.51100.0000.00.000.00.051 ✓  
*Unifund Account #*

(FROM) ORDINARY EXPENSE ACCOUNT # \_\_\_\_\_  
*Unifund Account #*  
CIVIL DEFENSE, SAL/WAGE-PERM POS  
*Account Description*

DETAILED EXPLANATION OF SURPLUS: EMERGENCY MANAGEMENT DIRECTOR (EMD) RESIGNED END OF  
 LAST FISCAL YEAR. THE FIRE CHIEF IS THE TEMPORARY EMD BUT  
 IS NOT TAKING THIS STIPEND.

(TO) PERSONAL SERVICES ACCOUNT # 101000.10.291.52000.0000.00.000.00.052 ✓  
*Unifund Account #*

(TO) ORDINARY EXPENSE ACCOUNT # \_\_\_\_\_  
*Unifund Account #*  
CIVIL DEFENSE, CONTRACTUAL SERVICES  
*Account Description*

DETAILED ANALYSIS OF NEED(S): THIS WAS ONLY FUNDED FOR 1/2 OF THE YEAR. WOULD LIKE TO CONTINUE  
 FUNDING THE ASSISTANT TO THE EMERGENCY MANAGEMENT DIRECTOR  
 FOR THE REMAINING OF THE FISCAL YEAR.

TOTAL TRANSFER AMOUNT: \$ 10,000.00 ✓ NEW BALANCE IN ACCOUNTS AFTER TRANSFER  
 FROM ACCOUNT: \$ \_\_\_\_\_  
 TO ACCOUNT: \$ 10,000.00 ✓

APPROVALS: [Signature]  
 DEPT. HEAD: [Signature] DATE: 11/5/2012  
 ADMINISTRATION: [Signature] DATE: 11/6/12  
 BUDGET & FINANCE: \_\_\_\_\_ DATE: \_\_\_\_\_  
 CITY COUNCIL: \_\_\_\_\_ DATE: \_\_\_\_\_

**City of Gloucester  
Special Budgetary Transfer Request  
Fiscal Year 2013**

\_\_\_\_\_ INTER-departmental requiring City Council approval - 6 Votes Required  
 \_\_\_\_\_ INTRA-departmental requiring City Council approval - Majority Vote Required

TRANSFER # 2013-SBT- <u>11</u> <i>Auditor's Use Only</i>
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DEPARTMENT REQUESTING TRANSFER: Planning Department

DATE: 11/5/2012 BALANCE IN ACCOUNT: \$63,001.25

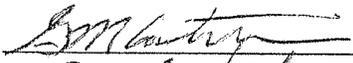
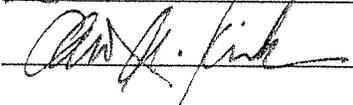
(FROM) PERSONAL SERVICES ACCOUNT # \_\_\_\_\_ *Unifund Account #*  
 (FROM) ORDINARY EXPENSE ACCOUNT # \_\_\_\_\_ *Unifund Account #*  
295006.10.175.52000.0000.00.000.00.052  
*Osrr-Planning Brd Sub Div Review Fees, Contractual*  
*Account Description*

DETAILED EXPLANATION OF SURPLUS: Money given to pay for the cost of an appraisal for settlement of outstanding litigation

(TO) PERSONAL SERVICES ACCOUNT # \_\_\_\_\_ *Unifund Account #*  
 (TO) ORDINARY EXPENSE ACCOUNT # \_\_\_\_\_ *Unifund Account #*  
101000.10.151.53800.0000.00.000.00.052  
Witness Fee/Litigation Support  
*Account Description*

DETAILED ANALYSIS OF NEED(S): The transfer is needed to pay for the cost of an appraisal for settlement of outstanding litigation

TOTAL TRANSFER AMOUNT: \$ 1,500.00 NEW BALANCE IN ACCOUNTS AFTER TRANSFER  
 FROM ACCOUNT: \$ 61,501.25  
 TO ACCOUNT: \$ 7,775.00

APPROVALS:  
 DEPT. HEAD:  DATE: 11/5/12  
 ADMINISTRATION:  DATE: 11/6/12  
 BUDGET & FINANCE: \_\_\_\_\_ DATE: \_\_\_\_\_  
 CITY COUNCIL: \_\_\_\_\_ DATE: \_\_\_\_\_