



www.chilmarkma.gov

TOWN OF CHILMARK CHILMARK, MASSACHUSETTS

TOWN OFFICES:
Beetlebung Corner
Post Office Box 119
Chilmark, MA 02535
508-645-2100
508-645-2110 Fax

April 29, 2011

Michael Driscoll
Compliance Officer
Office of Waterways, Rivers and Harbors Program
Department of Conservation and Recreation
251 Causeway Street, Suite 600
Boston, MA 02114

RE: P11-2667-G4 (3824) proposed rehabilitation of the fire destroyed portion of the town dock facilities (West Dock) in Menemsha. This project will replace the 500 foot carway with a pier connector, replace the 8 commercial slips and 17 recreational slips with a 300' concrete floating dock, restore utilities to the West Dock, replace the wooden wave wall with a composite wave wall, and create 100+/- feet of new transient floating docks along the channel.

Dear Mr. Driscoll:

Enclosed please find the Funding Request and Expenditure Form for the above referenced project. The Town of Chilmark requests the total amount of \$200,000 awarded under the contract. The Town has expended this amount for the construction of a pier connector.

Please contact me at (508) 645-2112, or Tim Carroll, Executive Secretary, at (508) 645-2100 if you have any questions or need additional information.

Sincerely,


Emily R Day
Town Accountant

Enclosure

**DEPARTMENT OF CONSERVATION AND RECREATION
OFFICE OF WATERWAYS
RIVERS AND HARBORS PROGRAM
FUNDING REQUEST AND/OR EXPENDITURE FORM**

Project No. _____ Municipality: Town of Chilmark Fiscal Year FY 2011 Quarter _____
 Location: West Dock, Wenomasha Harbor
 Project Description: replace pier connector
 Project Manager: Tim Carroll Telephone: (508) 645-2100
 Original Project Costs \$ 1,500,000.00
 Ceiling Increases/Extra Work Orders \$ _____
 DCR Funding: (13.33 % of total project) \$ 200,000.00
 Total Project Costs: \$ 1,300,000.00

EXPENDITURES	STATE FUNDING	
Previously Requested _____	<u>0</u> %	\$ <u>0</u>
Requested in this Report _____	<u>100</u> %	\$ <u>200,000.00</u>
Total Requested to Date _____	<u>100</u> %	\$ <u>200,000.00</u>
Total Funding Remaining _____	<u>0</u> %	\$ <u>0</u>

This certification must be signed and enclosed with each request for funding made under this agreement, or must be stated on another endorsed document such as within the funding request letter document. The Municipality's designated Project Manager, Chief Financial Officer, Town Manager, Executive Secretary or chief elected official should sign the Certification.

I, Timothy R. Carroll, hereby certify under penalty of perjury that the amounts shown in this reimbursement request are true and correct, were incurred by the Town of Chilmark (Municipality)

in accordance with the Commonwealth Terms and Conditions, and the additional terms and conditions as they apply to this Project, and were duly expended for work performed in furtherance of the Project.


 (Signature)
Timothy R. Carroll
 (Printed name)
Executive Secretary
 (Title)
4/29/11
 (Date)



April 21, 2011

Timothy Carroll, Executive Secretary
P.O. Box 119
401 Middle Road
Chilmark, MA 02535-0119

RE: P11-2667-G4 (3824) Proposed rehabilitation of the fire destroyed portion of the town dock facilities (West Dock) in Menemsha. This project will replace the 500 foot carway with a pier connector, replace the 8 commercial slips and 17 recreational slips with a 300' concrete floating dock, restore utilities to the West dock (filler Pier) replace the wooden wave wall with composite wave well, and create 100+/- feet of new transient floating docks along the channel.

Dear Mr. Carroll:

Enclosed please find a copy of the executed contract for the above referenced project. Please forward to this office the pertinent documents along for the above mentioned contract as stated in the attached River and Harbors Program Requirements (see attached). Quarterly reports and financial reports are also to be developed in accordance with the River and Harbors Program Requirements.

If you have any questions or needs assistance with the report forms please contact the Grant Compliance Officer for this project, whom is Mr. Michael Driscoll whom can be reached for any questions or concerns at (781) 740-1600 x107 or his cell phone at (617) 719-2199.

Sincerely,

Michael Driscoll
CE IV
Office of Waterways

Enclosures

CC: Louis Elisa, Seaport Advisory Council



COMMONWEALTH OF MASSACHUSETTS · EXECUTIVE OFFICE OF ENERGY & ENVIRONMENTAL AFFAIRS

Department of Conservation and Recreation
251 Causeway Street, Suite 600
Boston MA 02114-2119
617-626-1250, 617-626-1351 Fax
www.mass.gov/dcr



Deval L. Patrick
Governor

Timothy P. Murray
Lt. Governor

Richard K. Sullivan Jr., Secretary
Executive Office of Energy & Environmental Affairs

Edward M. Lambert Jr., Commissioner
Department of Conservation & Recreation

COMMONWEALTH OF MASSACHUSETTS - STANDARD CONTRACT FORM JSP



This form, to be used for New Contracts and Contract Amendments/Renewals, is jointly issued and published by the Executive Office of Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth Departments. Any changes to the official printed language 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 under *Guidance For Vendors - Forms* or www.mass.gov/osd under *OSD Forms*.

FY2011

→ Contractor Legal Name: Town of Chilmark → Legal Address (from W-9): P.O. box 119, 401 Middle Road, Chilmark MA 02535-0119 → Payment Remittance Address (from W-9): Same → Contract Manager: Tim Carroll Executive Secretary		→ Department MMARS Alpha Code and Name: Department of Conservation and Recreation → Business Mailing Address: 349 Lincoln Street, Hingham, MA 02043 → Billing Address (if different): Same → Contract Manager: Michael Driscoll, CE IV	
→ E-Mail Address:	→ Phone: 508-645-7869	→ E-Mail Address: michael.driscoll@state.ma.us	→ Phone: 781-740-1600
→ Fax:	→ TTY:	→ Fax: 617-727-2950	→ TTY:
→ State of Incorporation (if a corporation) or "N/A": N/A		→ MMARS Doc ID(s): <u>ICTDCR8152P112661G06</u>	
→ Vendor Code: <u>VC 6000191752</u>		→ RFR/Procurement or Other ID Number (if applicable): <u>P11-2661G06</u>	
→ MMARS Object Code: <u>P01</u>		→ Account(s) Funding Contract: Ch 312 > A2008 Environmental Bond Bill 2.A Item 1100-2500	
<input checked="" type="checkbox"/> NEW CONTRACT		<input type="checkbox"/> CONTRACT AMENDMENT/RENEWAL	
→ COMPENSATION (Check only one): <input checked="" type="checkbox"/> Total Maximum Obligation of this Contract \$ <u>200,000.00</u> <input type="checkbox"/> Rate Contract (Attach details of rate(s) units and any calculations):		ENTER CURRENT CONTRACT START and END DATES (prior to amendment) Current Start Date: _____ Current End Date: _____	
The following COMMONWEALTH TERMS AND CONDITIONS for this Contract has been executed and filed with CTR (Check only one): <input checked="" type="checkbox"/> Commonwealth Terms And Conditions <input type="checkbox"/> Commonwealth Terms And Conditions For Human And Social Services		→ COMPENSATION: (Check Either, "No Compensation Change", "Maximum Obligation" or "Rate change". ATTACH Amended Scope and Budget to support Amendment.) <input type="checkbox"/> NO Compensation Change (Skip to "OTHER" section below and select change) <input type="checkbox"/> Redistribute Budget Line Items (No Maximum Obligation Change) <input type="checkbox"/> Maximum Obligation Change.	
→ PROCUREMENT OR EXCEPTION TYPE (Check one option only): <input type="checkbox"/> Single Department Procurement/Single Department User Contract <input type="checkbox"/> Single Department Procurement/Multiple Department User Contract <input type="checkbox"/> Multiple Department Procurement/Limited Department User Contract <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input checked="" type="checkbox"/> Grant (as defined by <u>815 CMR 2.00</u>) <input type="checkbox"/> Emergency Contract (attach justification) <input type="checkbox"/> Contract Employee (Complete <u>Employment Status Form</u>) <input type="checkbox"/> Collective Purchase (attach OSD approval) <input type="checkbox"/> Legislative/Legal Exemption (attach authorizing language) <input type="checkbox"/> Other (Specify and attach documentation):		a) Current Total Contract Maximum Obligation: \$ _____ (Total Contract Maximum Obligation, including all prior amendments). b) Amendment Amount ("+" or "-"): \$ _____ c) NEW TOTAL CONTRACT MAXIMUM OBLIGATION: \$ _____ <input type="checkbox"/> Rate Changes to Rate Contract	
→ ANTICIPATED START DATE: <u>4/7/11</u> (Enter the Date Contract Obligations may begin. Review Certification for Effective Date Below prior to entry.)		→ ANTICIPATED START DATE: _____ (Enter the Date Amendment Obligations may begin. Review Certification for Effective Date Below prior to entry.)	
→ CONTRACT END DATE: <u>June 30, 2011</u>		→ 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): P11-2667-G (3824) Proposed rehabilitation of the fire destroyed portion of the town dock facilities (West Dock) in Menemsha. This project will replace the 500 foot carway with a pier connector, replace the 8 commercial slips and 17 recreational slips with a 300' concrete floating dock, restore utilities to the West dock (filler Pier) replace the wooden wave wall with composite wave well, and create 100+/- feet of new transient floating docks along the channel.

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 under *Guidance For Vendors - Forms* or at 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):**

- the Contractor has NOT incurred any obligations triggering a payment obligation for dates prior to the Effective Date of this Contract or Amendment; OR
- 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: <u>Warren Doty</u> Date: <u>11/16/10</u> (Signature and Date Must Be Handwritten At Time of Signature) → Print Name: <u>Warren Doty, Chairman</u> → Print Title: <u>Selectman</u>	→ AUTHORIZING SIGNATURE FOR THE DEPARTMENT: → X: <u>Richard Sullivan, Jr.</u> Date: <u>4/7/11</u> (Signature and Date Must Be Handwritten At Time of Signature) → Print Name: <u>Richard Sullivan, Jr.</u> → Print Title: <u>Commissioner</u>
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