

**Town of Weymouth  
Massachusetts**

Robert L. Hedlund  
Mayor  
  
75 Middle Street  
Weymouth, MA 02189



Office: 781.340.5012  
Fax: 781.335.8184  
  
TTY: 781.331.5124

---

**MEMORANDUM**

20 007

**TO: TOWN COUNCIL**  
**FROM: ROBERT L. HEDLUND, MAYOR**  
**RE: FREE CASH FOR MATCHING FUNDS FOR COLUMBIAN SQUARE GRANT**  
**DATE: JANUARY 16, 2020**

RECEIVED  
TOWN OF WEYMOUTH  
TOWN CLERK'S OFFICE  
2020 JAN 16 AM 10:39

I submit the following measure to Town Council for its consideration and action:

“That the Town of Weymouth transfer the sum of \$50,000 from Free Cash for the purpose of funding the Town’s share of costs associated with the completion of a survey and preliminary engineering plans (25% design) for the revitalization and reconstruction of Columbian Square, and all other costs incidental and related thereto.”

The total cost of these services is \$233,000, for which the town received a \$183,000 state grant from the Department of Housing and Community Development.

This measure requires a legal notice and a public hearing.

At the time of this submittal the available Free Cash is \$6,586,670.00

Referral Dte. \_\_\_\_\_ PH Dte. \_\_\_\_\_  
Comm. Referral \_\_\_\_\_ TC Vote \_\_\_\_\_  
Comm. Vote \_\_\_\_\_ TC Vote Dte. \_\_\_\_\_  
Comm. Vote Dte. \_\_\_\_\_

Weymouth  
TOWN COUNCIL

2020 JAN 16 AM 10:54

RECEIVED



## FY 2020 Housing Choice Initiative Capital Grant Workplan and Budget

Name of Municipality Include name of Subcontractor if applicable	Program Manager Name, phone and email <i>Include name and contact information of person preparing report if different from project manager</i>
Town of Weymouth  Subcontractor: Green International Affiliates, Inc.	<u>Program Manager:</u> Name: Robert Luongo Phone: 781-340-5015 Email: <a href="mailto:rluongo@weymouth.ma.us">rluongo@weymouth.ma.us</a>  <u>Reports:</u> Name: Christine Howe Phone: 781-682-3636 Email: <a href="mailto:chowe@weymouth.ma.us">chowe@weymouth.ma.us</a>

Project Description <i>Brief Summary of Project</i>
This project will fund a consultant to complete the survey and preliminary engineering (25% design) plans for the revitalization and reconstruction of Columbian Square, one of Weymouth's four Village Centers. Columbian Square serves a number of businesses directly in the Village Center as well as major residential neighborhoods, and will support the future development of more than 2,000 residential units in Union Point.

Project Tasks	Cost by Task
Environmental Report	\$1,962.98
25% Design Submission including: Survey; project development engineering; functional design report; interchange justification/modification report	\$186,644.33
Design Public Hearing	\$8,947.94
Geotechnical Design	\$4,114.66
Direct Expenses	\$31,330.09
<b>TOTAL</b>	<b>\$233,000</b>

(add additional rows as necessary)



# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the **Standard Contract Form Instructions, Contractor Certifications and Commonwealth Terms and Conditions** which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.mass.gov/lists/ctr-forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

<b>CONTRACTOR LEGAL NAME:</b> Town of Weymouth (and d/b/a):		<b>COMMONWEALTH DEPARTMENT NAME:</b> Department of Housing & Community Development <b>MMARS Department Code:</b> OCD	
<b>Legal Address:</b> (W-9, W-4): 75 Middle St., East Weymouth, MA 02189 - 1359		<b>Business Mailing Address:</b> 100 Cambridge Street, Boston, MA 02114	
<b>Contract Manager:</b> Robert Hedlund	<b>Phone:</b> (781) 682-3636	<b>Billing Address (if different):</b>	
<b>E-Mail:</b> rhedlund@weymouth.ma.us	<b>Fax:</b>	<b>Contract Manager:</b> Julissa Tavares	<b>Phone:</b> 617-573-1407
<b>Contractor Vendor Code:</b> VC6000192052		<b>E-Mail:</b> Julissa.Tavares@mass.gov	<b>Fax:</b> 617-573-1460
<b>Vendor Code Address ID (e.g. "AD001"):</b> AD 001 (Note: The Address ID must be set up for EFT payments.)		<b>MMARS Doc ID(s):</b> SCOCG321020820670000	
		<b>RFR/Procurement or Other ID Number:</b> HCIP NOFA	
<input checked="" type="checkbox"/> <b>NEW CONTRACT</b> <b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b> <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (Includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		<input type="checkbox"/> <b>CONTRACT AMENDMENT</b> Enter Current Contract End Date <i>Prior</i> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____ (or "no change") <b>AMENDMENT TYPE: (Check one option only: Attach details of amendment changes.)</b> <input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions, Contractor Certifications and the following Commonwealth Terms and Conditions document is incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
<b>COMPENSATION:</b> (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). \$ 183,000			
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) FY 2020 Housing Choice Funds will be used for to fund preliminary engineering design services for reconstruction of Columbian Square to facilitate revitalization, remediate traffic concerns, in accordance with the attached scope of services, work plan, and budget.			
<b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date. <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date <b>LATER</b> than the Effective Date below and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date. <input checked="" type="checkbox"/> 3. were incurred as of <u>11/15</u> , 20 <u>19</u> , a date <b>PRIOR</b> to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>6/30</u> , 20 <u>21</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
<b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, this Standard Contract Form, the Standard Contract Form Instructions, Contractor Certifications, the applicable Commonwealth Terms and Conditions, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b>		<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b>	
X: <u>[Signature]</u> Date: <u>12/26/19</u> (Signature and Date Must Be Handwritten At Time of Signature)		X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)	
Print Name: <u>ROBERT L HEDLUND</u>		Print Name: <u>Janelle Chan</u>	
Print Title: <u>MAYOR</u>		Print Title: <u>Undersecretary</u>	

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF); and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the **Standard Contract Form Instructions, Contractor Certifications and Commonwealth Terms and Conditions** which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.macomptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

<b>CONTRACTOR LEGAL NAME:</b> Town of Weymouth (and d/b/a):		<b>COMMONWEALTH DEPARTMENT NAME:</b> Department of Housing & Community Development <b>MMARS Department Code:</b> OCD	
<b>Legal Address: (W-9, W-4):</b> 75 Middle St., East Weymouth, MA 02189 - 1359		<b>Business Mailing Address:</b> 100 Cambridge Street, Boston, MA 02114	
<b>Contract Manager:</b> Robert Hedlund	<b>Phone:</b> (781) 682-3636	<b>Billing Address (if different):</b>	
<b>E-Mail:</b> rhedlund@weymouth.ma.us	<b>Fax:</b>	<b>Contract Manager:</b> Julissa Tavarez	<b>Phone:</b> 617-573-1407
<b>Contractor Vendor Code:</b> VC6000192052		<b>E-Mail:</b> Julissa.Tavarez@mass.gov	<b>Fax:</b> 617-573-1460
<b>Vendor Code Address ID (e.g. "AD001"):</b> AD 001 (Note: The Address ID must be set up for EFT payments.)		<b>MMARS Doc ID(s):</b> SCOD321020820670000	
<input checked="" type="checkbox"/> <b>NEW CONTRACT</b>		<input type="checkbox"/> <b>CONTRACT AMENDMENT</b>	
<b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b> <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (Includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		Enter Current Contract End Date <i>Prior</i> to Amendment: _____, 20____ Enter Amendment Amount: \$ _____ (or 'no change') <b>AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)</b> <input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions, Contractor Certifications and the following Commonwealth Terms and Conditions document is incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
<b>COMPENSATION:</b> (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended), \$ 183,000			
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) FY 2020 Housing Choice Funds will be used for to fund preliminary engineering design services for reconstruction of Columbian Square to facilitate revitalization, remediate traffic concerns, in accordance with the attached scope of services, work plan, and budget.			
<b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ___ 1. may be incurred as of the Effective Date (latest signature date below) and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date. ___ 2. may be incurred as of _____, 20____, a date <b>LATER</b> than the Effective Date below and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date. <input checked="" type="checkbox"/> 3. were incurred as of <u>11/15</u> , 20 <u>19</u> , a date <b>PRIOR</b> to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>6/30</u> , 20 <u>21</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
<b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, this Standard Contract Form, the Standard Contract Form Instructions, Contractor Certifications, the applicable Commonwealth Terms and Conditions, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b>		<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b>	
X: <u>Robert Hedlund</u> Date: <u>12/26/19</u> (Signature and Date Must Be Handwritten At Time of Signature)		X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)	
Print Name: <u>ROBERT L HEDLUND</u>		Print Name: <u>Janelle Chan</u>	
Print Title: <u>MAYOR</u>		Print Title: <u>Undersecretary</u>	