



ANTHONY D. CORTESE Sc. D.
COMMISSIONER

The Commonwealth of Massachusetts *Winc.*
Executive Office of Environmental Affairs *2.7.3*
Department of Environmental Quality Engineering
Division of Water Supply
One Winter Street, Boston, Mass. 02100

September 26, 1983



Dufresne-Henry, Inc.
89 Main St.
Concord, MA 01742

RE: Groveland - PWS
Contract for Hydro-Geologic
Investigations Notice to
Proceed on Groveland

Gentlemen:

Enclosed for your files is a copy of the signed, stamped contract between your firm and the Department for "Hydrogeologic Investigations including monitoring well installation, seismic studies, sample analyses, and other related activities.

This document constitutes the written "Notice to Proceed" from the Department signed in accordance with Article XI of the contract. In accordance with 5.1.2.1, this contract shall terminate 75 days after the notice to proceed, unless sooner terminated by mutual agreement of the parties or unless sooner terminated in accordance with the provisions of paragraphs 5.1.2.2 or 5.1.2.3 of the contract.

If you have any further questions, please contact Dave Terry of my staff at 292-5529.

Very truly yours,

M. Ilyas Bhatti

M. Ilyas Bhatti, Director
Division of Water Supply

OCT 4 1983

cc: Groveland Bd. of Health
Groveland Bd. of Selectmen
✓ E.P.A.
Division of Hazardous Waste, D.E.Q.E.
Northeast Metropolitan Regional Office of Water Supply

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GROVELAND WELLS
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Contract No.

CONTRACT
FOR PROFESSIONAL SERVICES
IN THE TOWN OF GROVELAND
BETWEEN THE
COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF ENVIRONMENTAL QUALITY ENGINEERING
DIVISION OF WATER SUPPLY
AND
DUFRESNE HENRY, INC.

This Contract is entered into this 3 day of August, 1983, by and between the Commonwealth of Massachusetts, acting by and through its Department of Environmental Quality Engineering Division of Water Supply (the "Department") and Dufresne-Henry, Inc. (the "Contractor").

ARTICLE I. SERVICES OF CONTRACTOR

1.1 The Contractor shall, by itself and/or by subcontracts entered into pursuant to Article III, perform and carry out in a satisfactory and proper manner, as determined by the Commissioner of the Department, the following services in the Town of Groveland..

A. Phase I

- a. Install one (1) monitoring well and one (1) multi-level well at location and in a manner agreed to by the Department. Multi-level well will have four (4) Bar-CAD Samplers and will extend into bedrock.
- b. Conduct a seismic investigation at a location and in a manner approved by the Department. The length of the seismic line is estimated at 2,000 linear feet.
- c. Engineering services during this Phase will consist of providing field coordination of well drilling crew and seismic crew; meeting (2) with Town, and the Department, office administration and coordination, and preparation of a Report on the results of Phase I.

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B. Phase II

- a. Using the services of a laboratory, approved by the Department, collect and analyze samples from existing monitoring wells and those proposed in Phase I (25 samples) and from surface water sites (5 samples) for 31 Volatile Priority Pollutants; to collect and analyze samples from well Stations No. 1 and No. 3 for 129 Priority Pollutants.
- b. Engineering services during this Phase will consist of meeting with private lab and the Department to establish sampling protocol, field coordination of sampling program, meetings (2) with Town and the Department, office administration and coordination, and preparation of a Report on the results on Phase II.

1.2 Time of Performance - Seventy-five (75) days after notice ✓ to proceed.

1.3 Statutory Limitation. Neither the Contractor nor any of its employees or subcontractors shall supervise, directly or indirectly, any temporary or permanent employees of the Commonwealth.

ARTICLE II. COMPENSATION TO THE CONTRACTOR

2.1 The Contractor acknowledges and understands that the source of funding for this Contract is an appropriation made to the Department and that compliance with the fiscal and contract requirements of the Executive Office of Administration and Finance are conditions precedent to the Department's ability to compensate the Contractor.

2.2 The Department agrees to pay the Contractor as billed per month for services and expenses during the contract period. Contract will not exceed Eighteen Thousand Eighty-Six Dollars (\$18,086.00), payable on a time-and-materials basis, in accordance with the provisions of "Attachment A" annexed hereto.

2.3 The Contractor understands and acknowledges that it will not be compensated for services rendered prior to the date of the Comptroller's date stamp in the Form AF-4 ("Authorization of Services") for this Contract.

ARTICLE III. SUBCONTRACTORS AND ASSIGNMENT

3.1 For the purposes of the Contract the term "subcontractor" shall mean any individual, firm or corporation having a direct contractual relationship with the Contractor or with any other subcontractor for the performance of a part of this Contract.

3.2 The Consultant shall not assign or subcontract any part of the services required under this Contract without the prior written approval of the Department. This requirement shall not apply to subcontracts listed in paragraph 3.5 or to a subcontract or a series of subcontracts which in the aggregate will cost less than five hundred dollars (\$500.00).

3.3 The Contractor shall make reasonable efforts to determine and assure the Department that all subcontractors have complied with all filing and reporting requirements of Chapter 156 (in the case of a Massachusetts domestic corporation), Chapter 181 (in the case of a foreign corporation), Chapter 156A (in the case of a professional corporation), or Chapter 180 (in the case of a non-profit corporation), of the Massachusetts General Laws.

3.4 Nothing in this Contract shall create any contractual relationship or obligation between the Department and any subcontractor.

3.5 The Department hereby authorizes subcontracts for the following items included in Article I: Phase I, items (a) and (b) and Phase II, item (a).

ARTICLE IV. RECORD KEEPING, RETENTION AND AUDIT

4.1 The Contractor will:

- .1 prepare and maintain an adequate system of financial management and audit, conforming to Generally Accepted Accounting Practices, consistently applied; and
- .2 maintain complete, accurate and detailed records of all expenditures pertaining to the performance of this contract.

4.2 For at least five (5) years from the termination of this Contract, the Contractor shall maintain, preserve, and make available for inspection and audit all records pertaining to the performance of this Contract. Such inspection and audit may be made, at reasonable times and upon reasonable notice, by the following agencies and/or their duly authorized designees and representatives: the Department; the Governor; the Secretary of Administration and Finance; the State Auditor; the United States Environmental Protection Agency; and the Comptroller General of the United States.

4.3 For the purposes of this article, the term "records" shall mean books, records and other compilation of the Contractor.

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ARTICLE V. TERM

5.1 Term. The term of this contract shall include the date of commencement and the date of termination and all intervening dates, unless suspended by order of the Department.

5.1.1 Commencement. The Contract term shall commence on the date specified therefor in a written "Notice to Proceed" from the Department signed in accordance with Article XI.

5.1.2 Termination. The date of termination of this contract shall be the date, as determined below.

5.1.2.1 The Contract shall terminate 75 days after notice to proceed, unless sooner terminated by mutual agreement of the parties or unless sooner terminated in accordance with the provisions of paragraphs 5.1.2.2 or 5.1.2.3 below.

5.1.2.2 Prior to the date for termination of this Contract specified in paragraph 5.1.2.1, the Department may terminate this Contract at any time by giving written notice thereof to the Contractor, if it believes that the work required hereunder has been completed, if it believes that the general objectives of the Contract are not being or cannot be satisfactorily accomplished, or if required by funding or personnel constraints. Such notice of termination shall be in writing and shall specify a date of termination, said date to be at least ten (10) calendar days from the date of notice.

5.1.2.3 Prior to the date for termination of this Contract specified in paragraph 5.1.2.1, the Contractor may request termination of this Contract at any time by giving notice thereof to the Department if circumstances beyond its control preclude continuation of the Contract. Such notice shall be in writing and shall indicate the requested date of termination and the reasons therefor; said date shall be at least ten (10) days from the date of notice.

5.2 In the event of termination of this Contract, the Contractor forthwith shall deliver to the Department all finished and unfinished data and work product relating to this Contract.

ARTICLE VI. INSURANCE

6.1 The Contractor, at its own expense, shall take out and maintain such public liability, automobile, and workmen's compensation insurance as will adequately protect it and the Commonwealth from claims under applicable workmen's compensation acts and from any other claims for damages for personal injury, including death, or damage to property which may arise or result from the Contractor's performance under this Contract, whether the performance is by the Contractor or a subcontractor or by anyone directly or indirectly employed by either of them. Such insurance shall not be deemed to limit the Contractor's liability.

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The Department reserves the right to require the Contractor's contractors, if any, to carry and maintain such insurance at no expense to the Commonwealth.

6.3 The Department reserves the right to require that it be furnished with (a) certificate(s) of insurance in evidence of the foregoing required insurance coverages.

6.4 No insurance shall be secured from an insurer which is not duly authorized and qualified to do business in the Commonwealth. The Department reserves the right to approve or reject any insurer.

ARTICLE VII. COVENANTS BY THE CONTRACTOR

7.0 The Contractor makes the following covenants:

7.1 That it and its personnel are fully competent and qualified to perform the services required of it hereunder and that it and its personnel will bring, in the performance of said services, a high degree of initiative and ability to deal effectively with personnel of the Department, with personnel of other agencies of government, and with the public.

7.2 That in connection with their performance of services required by this Contract, it shall not discriminate against or exclude any person from participation herein on grounds of race, religion, color, sex, age, or national origin; and that it shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, religion, color, sex, age or national origin.

7.3 That no officer, director, or employee has, nor shall acquire, any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required in this Contract, and that at the time of execution of this Contract it shall append to this Contract the statement of financial interest required by Section 14A of Chapter 7 of the Massachusetts General Laws and by Clause (6) of Section 29A of Chapter 29 of said General Laws.

7.4 That at the time of execution of this Contract it will append to this Contract a statement disclosing all Contracts or income derived for services rendered from the Commonwealth or from any political subdivision thereof as required by clause (5) of Section 29A of Chapter 29 of the Massachusetts General Laws.

7.5 That it shall not participate in or cooperate with an international boycott, as defined in Section 999(b) (3) and (4) of the Internal Revenue Code of 1954, as amended, or engage in conduct declared to be unlawful by Section 2 of Chapter 151B of the Massachusetts General Laws.

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That no Member or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part hereof or to any benefit that may arise herefrom.

ARTICLE VIII. PROPERTY RIGHTS

8.1 During the term of this Contract, title to any and all property the purchase of which is invoiced to the Department shall be in the name and control of the Contractor. Forthwith upon termination of this Contract, the Contractor shall convey to the Department title to and possession of all such property which has not been expended.

ARTICLE IX. RELEASE AND DISCHARGE

9.1 Receipt of the last payment for services and costs hereunder shall operate and be effective as a release to the Commonwealth, the Department, and any and all of their officers, employees and agents, from all claims and liabilities to the Contractor and its officer, employees and agents and subcontractors for an account of any matter concerning or arising from this Contract.

ARTICLE X. ASSIGNABILITY

10.1 The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same without the prior written consent of the Department.

ARTICLE XI. COMMUNICATIONS

11.0 All official communications pertaining to the Contract shall be valid when signed:

- .1 in the case of the Department, by the
Director of the Division of Water Supply.
- .2 in the case of the Contractor, by

Gerard F. Conklin
George R. Allan

ARTICLE XII. MODIFICATION AND AMENDMENTS

12.1 The Department and the Contractor from time to time may require changes in the terms and provisions of this Contract. Such changes, when mutually agreed upon by and between the parties, shall be incorporated in this Contract by written amendments executed in the same manner by the signatories hereto; provided, that such amendments shall become effective in accordance with and subject to the requirements of the Executive Office of Administration and Finance.

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WITNESS WHEREOF, the parties hereto affix their signatures
execution of this Contract, on the dates written below:-

DEPARTMENT OF ENVIRONMENTAL
QUALITY ENGINEERING

DATE:

8/3/83

BY:

Anthony D. Corfese
Anthony D. Corfese, Sc.D.
Commissioner (mm)

DATE:

8/3/83

BY:

M. Ilyas Bhatti
M. Ilyas Bhatti, Director
Division of Water Supply

DATE:

7-27-83

BY:

H. O. F. Bull
Dufresne-Henry, Inc.

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STANDARD FIELD
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STANDARD DISCLOSURE STATEMENT

In accordance with Section 29A, Chapter 20 of the Massachusetts General Laws and the policy requirements of the Executive Office of Environmental Affairs, and prior to accepting this contract to render non-employee services to the Commonwealth of Massachusetts, the following represents all income due or to become due me for services rendered to the Commonwealth, or any political subdivision thereof, or to the Federal Government during the period of this contract.

- A. From the Federal Government (Specify or write "none")
4 contracts - Total \$747,804
- B. From the Commonwealth of Massachusetts (Specify or write "none")
Division of Water Pollution Control - \$36,000
- C. From a political subdivision (specify City, Town or Agency or write "none")
24 Municipal Contracts - Total \$700,000

CONTRACTOR...
(Signed)

John D. F. Loubh
Dufresne-Henry, Inc.

DATE..... 7-27-83

FINANCIAL INTEREST STATEMENT

I/WE HEREBY CERTIFY UNDER THE PENALTIES OF PERJURY THAT THE FOLLOWING SETS FORTH THE NAMES AND ADDRESSES OF ALL PERSONS HAVING A FINANCIAL INTEREST IN THIS CONTRACT IN ACCORDANCE WITH THE PROVISIONS OF GENERAL LAWS, CHAPTER 7, SECTION 14A AS INSERTED BY THE CHAPTER 884 OF THE ACTS OF 1963.

- Dufresne-Henry, Inc.
Precision Park
No. Springfield, Vermont 05150
- Robert J. Dufresne, President
20 Reservoir Road
Springfield, Vermont 05156
- Walter A. Henry, Chairman of the Board
Box 216
Perkinsville, Vermont 05151

SIGNATURE: _____

Robert J. Dufresne
Dufresne-Henry, Inc.

DATE: _____

7-27-83

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ATTACHMENT A

COMPENSATION TO THE CONTRACTOR

A.1 Incorporation by Reference

This Attachment is incorporated in and made a part of the Contract by Paragraph 2.2 thereof.

A.2 Maximum Obligation

The maximum obligation of this Contract is eighteen thousand eighty-six dollars (\$18,086.00).

A.3 Reimbursement

The Department shall reimburse the Contractor as follows:-

A.3.1 Labor

<u>Title</u>	<u>Estimated Hours</u>	<u>Hourly Rate</u>	<u>Estimated Costs</u>
Senior Project Manager	50	\$59	\$2,950.00
Project Engineer	19	\$38	\$ 722.00
Draftsperson	16	\$25.30	\$ 404.80
Clerical	8	\$19.50	\$ 156.00
<u>Labor Total</u>			<u>\$4,232.80</u>

Note: The above stated rates are billing rates which include fringe benefits, general and administrative expense, and profit.

A.3.2 Other Direct Costs

<u>Item</u>	<u>Estimated Costs</u>
(1) Transportation for Contractor's personnel 480 miles at \$0.20	\$96.00
(2) Printing and Reproduction	\$57.20
(3) Costs of subcontracts:	
(a) Seismic	\$2,200.00
(b) Sampling and Analysis	\$5,500.00
(c) Well installation	\$6,000.00
<u>Subcontractors Total</u>	<u>\$13,700.00</u>

Other Direct Costs Total \$13,853.00

Project Total \$18,086.00

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A.3.2 Reimbursement Limitations

A.3.2.1 No reimbursement shall be made for penalties and charges incurred as a result of a violation of law.

A.3.2.3 State sales taxes shall not be reimbursed.

A.3.3 Method of Billing and Reimbursement

The Contractor shall submit claims for reimbursement by use of Form CD 12 ("Massachusetts Standard Invoice"). Claims for reimbursement shall be submitted no more frequently than monthly. Claims for reimbursement shall be fully documented as follows: by weekly time sheets for each week in the billing period stating for each person: the person's name; the person's labor category; the number of hours worked; the total labor charge for the person; and other charges.

Each invoice shall include the following information:-

- (a) the total contract price;
- (b) the amount previously billed;
- (c) the amount of the subject invoice; and
- (d) total billings to date.

Upon receipt, the Department shall review such invoices promptly and, if it finds them to be reasonable, appropriate and adequately documented, shall initiate processing and payment.

A.3.4 Withholding

The Department may withhold, from the final payment(s) due to the Contractor an amount, up to ten percent (10%) of the maximum obligation, pending review and acceptance of the Report on results of Phase II work.