



City of Springfield

Special Meeting

~ Agenda ~

36 Court Street
Springfield, MA 01103
<http://www.springfieldcityhall.com>

Linda Fitzpatrick
413-787-6559

Monday, October 28, 2013

6:45 PM

Springfield City Hall -- Council Chambers

I. Call to Order

6:45 PM Meeting called to order on October 28, 2013 at Springfield City Hall -- Council Chambers, 36 Court Street, Springfield, MA.

II. Orders

1. Order (ID # 2395)

MassDOT - Boston Road/Pasco Road Grant - \$1,400,000

ATTACHMENTS:

- PASCO BOSTON RD EX A B (PDF)
- PROOF SIGNATURE PAGE (PDF)
- MASSDOT CONTRACT (PDF)
- RECONSTRUCTION AGREEMENT 80224 (PDF)



City of Springfield

SCHEDULED

Meeting: 10/28/13 06:45 PM
Initiator: Mitchell Doty
Sponsors: Mayor Domenic J. Sarno
DOC ID: 2395 B

2.1

MassDOT - Boston Road/Pasco Road Grant - \$1,400,000 (Mayor Sarno)

WHEREAS, the Department of Public Works ("Department") has been awarded a grant of \$1,400,000.00 from the Massachusetts Department of Transportation; and

WHEREAS, The scope of work to be done consists of the reconstruction of the Boston Road/Pasco Road intersection; and

WHEREAS, the Department intends to use the grant funds to complete 800 feet of full-depth roadway reconstruction with bicycle accommodating shoulders, replacing of the traffic signal system including actuated pedestrian crossing, sidewalks reconstruction with wheelchair ramps, pavement milling, and resurfacing, and safety controls of construction operations; and also to complete retaining wall construction, granite curbing, guardrail, pavement markings and signs, scored concrete medians, lawn seeding and erosion controls; and

WHEREAS, the Department has accepted the grant and requests authorization from the City Council and the Mayor to expend the grant funds listed below for the purposes of such grants; and

WHEREAS, the Chief Administrative and Financial Officer, after an evaluation of all pertinent financial information reasonably available, has certified that the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in the City Council Order authorizing the expenditure of the grant funds listed herein, subject to the approval of the Mayor, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

NOW THEREFORE BE IT ORDERED, acting pursuant to Mass. Gen. Laws ch. 44, sec. 53A, that the City Council approves the expenditure by the Department of the grant funds listed below for the purposes of such grant, subject to the approval of the Mayor, and the grant funds received shall be deposited with the City Treasurer and held as a separate account and may be expended for the purposes of the grant without further appropriation:

Massachusetts Department of Transportation Grant - \$1,400,000

SCOPE OF WORK

The scope of work consists of the reconstruction of the Boston Road/ Pasco Road intersection located in Springfield including 800FT of full depth roadway reconstruction with bicycle accommodating shoulders, replacing of the traffic signal system including actuated pedestrian crossing, sidewalks reconstruction with wheelchair ramps, pavement milling, and resurfacing, and safety controls of construction operations. The work also includes retaining wall construction, granite curbing, guardrail, pavement markings and signs, scored concrete median, lawn seeding and erosion controls

"EXHIBIT A"

SHEET 1 OF 1



Union Station, Suite 219
2 Washington Square
Worcester, MA 01604
508 752 1001
FAX 508 752 1276

Date: August 8, 2013

Job Number: 11103.00

Construction Cost - Alternative Bid 2: Boston Road at Pasco Road Intersection

Vanasse Hangen Brustlin, Inc.

Construction Cost Estimate

Project: Boston Road
Reconstruction
(Route 20)

Location: Springfield

Estimator: Chris Champeau

Checked by: M. Chase and J.
Bechard

ALTERNATIVE BID 2: BOSTON ROAD AT PASCO ROAD INTERSECTION: TO WEST OF PARKER STREET

Item No.	Qty.	Unit	Description	Unit Price	Amount
102.1	55	FT	TREE TRIMMING	\$45.00	\$2,475.00
* 102.52	75	FT	TEMPORARY TREE PROTECTION FENCING	\$100.00	\$7,500.00
120.1	3,800	CY	UNCLASSIFIED EXCAVATION	\$16.00	\$60,800.00
127.	1,200	CY	CONCRETE EXCAVATION	\$39.00	\$46,800.00
141.	280	CY	CLASS A TRENCH EXCAVATION	\$25.00	\$7,000.00
141.1	160	CY	TEST PIT FOR EXPLORATION	\$40.00	\$6,400.00
142.	3	CY	CLASS B TRENCH EXCAVATION	\$25.00	\$75.00
146.	5	EA	DRAINAGE STRUCTURE REMOVED	\$100.00	\$500.00
151.	2400	CY	GRAVEL BORROW	\$20.00	\$48,000.00
151.01	35	CY	GRAVEL BORROW - TYPE C	\$25.00	\$875.00
156.	5	TON	CRUSHED STONE	\$35.00	\$175.00
170.	58,000	SY	FINE GRADING AND COMPACTING	\$1.95	\$113,100.00
* 201.5	7	EA	CATCH BASIN - MUNICIPAL STANDARD	\$2,285.00	\$15,995.00
* 202.01	3	EA	MANHOLE - MUNICIPAL STANDARD	\$2,450.00	\$7,350.00
204.	5	EA	GUTTER INLET	\$1,900.00	\$9,500.00
220.	18	EA	DRAINAGE STRUCTURE ADJUSTED	\$275.00	\$4,950.00
220.2	7	FT	DRAINAGE STRUCTURE REBUILT	\$240.00	\$1,680.00
220.5	1	EA	DRAINAGE STRUCTURE REMODELED	\$600.00	\$600.00
* 222.3	22	EA	FRAME AND GRATE (OR COVER) MUNICIPAL STANDARD	\$575.00	\$12,650.00
223.1	19	EA	FRAME AND GRATE (OR COVER) REMOVED AND STACKED	\$75.00	\$1,425.00
224.12	7	EA	12 INCH HOOD	\$330.00	\$2,310.00
227.3	40	CY	REMOVAL OF DRAINAGE STRUCTURE SEDIMENTS	\$75.00	\$3,000.00
238.10	20	FT	10 INCH DUCTILE IRON PIPE	\$75.00	\$1,500.00
241.12	85	FT	12 INCH REINFORCED CONCRETE PIPE	\$44.00	\$3,740.00
243.12	15	FT	12 INCH REINFORCED CONCRETE PIPE CLASS IV	\$50.00	\$750.00
244.12	85	FT	12 INCH REINFORCED CONCRETE PIPE CLASS V	\$53.00	\$4,505.00
376.1	4	EA	HYDRANT - EXCLUDING COST OF HYDRANT	\$0.00	\$0.00
402.	745	CY	DENSE GRADED CRUSHED STONE FOR SUB-BASE	\$44.00	\$32,780.00
* 415.	3,400	SY	PAVEMENT MICROMILLING	\$2.00	\$6,800.00
431.	120	SY	HIGH EARLY STRENGTH CEMENT CONCRETE BASE COURSE	\$54.00	\$6,480.00
440.	9800	LB	CALCIUM CHLORIDE FOR ROADWAY DUST CONTROL	\$0.40	\$3,920.00
443.	60	MGL	WATER FOR ROADWAY DUST CONTROL	\$50.00	\$3,000.00
* 450.9	3,500	TON	CONTRACTOR QUALITY CONTROL	\$2.00	\$7,000.00
* 451.	25	TON	HMA FOR PATCHING	\$120.00	\$3,000.00
* 452.	1200	GAL	ASPHALT EMULSION FOR TACK COAT	\$5.00	\$6,000.00
* 453.	11000	FT	HMA JOINT SEALANT	\$0.50	\$5,500.00
* 454.5	1150	TON	LATEX MODIFICATION OF HMA	\$6.00	\$6,900.00
* 455.23	1150	TON	SUPERPAVE SURFACE COURSE 12.5 (SSC 12.5)	\$78.00	\$89,700.00
* 455.31	770	TON	SUPERPAVE INTERMEDIATE COURSE 12.5 (SIC 12.5)	\$78.00	\$60,060.00

"Exhibit B"
Sheet 1 of 3

<u>Item No.</u>	<u>Qty.</u>	<u>Unit</u>	<u>Description</u>	<u>Unit Price</u>	<u>Amount</u>
* 455.42	1650	TON	SUPERPAVE BASE COURSE 37.5 (SBC-37.5)	\$78.00	\$128,700.00
456.	3500	TON	WARM-MIX ASPHALT PAVEMENT	\$2.00	\$7,000.00
472.	100	TON	HOT MIX ASPHALT FOR MISCELLANEOUS WORK	\$140.00	\$14,000.00
* 482.3	3100	FT	SAWING ASPHALT PAVEMENT	\$2.00	\$6,200.00
* 482.4	60	FT	SAWING CEMENT CONCRETE	\$4.00	\$240.00
486.1	100	SY	SCORED CEMENT CONCRETE PAVEMENT	\$160.00	\$16,000.00
504.	1650	FT	GRANITE CURB TYPE VA4 - STRAIGHT	\$32.00	\$52,800.00
504.1	120	FT	GRANITE CURB TYPE VA4 - CURVED	\$38.00	\$4,560.00
509.	300	FT	GRANITE TRANSITION CURB FOR WHEELCHAIR RAMPS - STRAIGHT	\$38.00	\$11,400.00
509.1	135	FT	GRANITE TRANSITION CURB FOR WHEELCHAIR RAMPS - CURVED	\$42.00	\$5,670.00
514.	10	EA	GRANITE CURB INLET - STRAIGHT	\$300.00	\$3,000.00
520.	100	FT	CONCRETE CURB TYPE VA	\$30.00	\$3,000.00
520.15	8	EA	CONCRETE CURB STOP	\$250.00	\$2,000.00
570.3	100	FT	HOT MIX ASPHALT CURB TYPE 3	\$10.00	\$1,000.00
580.	1100	FT	CURB REMOVED AND RESET	\$14.00	\$15,400.00
* 592.	20	EA	CURB CORNER REMOVED AND STACKED	\$35.00	\$700.00
594.	1200	FT	CURB REMOVED AND DISCARDED	\$3.00	\$3,600.00
597.	700	FT	EDGING REMOVED AND DISCARDED	\$3.00	\$2,100.00
604.	5	EA	W BEAM GUARD PANEL	\$100.00	\$500.00
620.3	80	FT	STEEL W BEAM HIGHWAY GUARD - CURVED (SINGLE FACED)	\$26.00	\$2,080.00
627.1	1	EA	STEEL W BEAM HIGHWAY GUARD - TERMINAL END (SINGLE FACED)	\$52.00	\$52.00
630.	150	FT	HIGHWAY GUARD REMOVED AND RESET	\$22.00	\$3,300.00
633.	5	EA	NEW POST IN HIGHWAY GUARD REMOVED AND RESET	\$16.00	\$80.00
* 635.	80	FT	HIGHWAY GUARD REMOVED AND STACKED	\$6.00	\$480.00
685.	130	CY	STONE MASONRY WALL IN CEMENT MORTAR	\$430.00	\$55,900.00
697.	100	FT	SEDIMENTATION FENCE	\$10.00	\$1,000.00
697.1	20	EA	SILT SACK	\$100.00	\$2,000.00
701.	1500	SY	CEMENT CONCRETE SIDEWALK	\$44.00	\$66,000.00
701.1	530	SY	CEMENT CONCRETE SIDEWALK AT DRIVEWAYS	\$60.00	\$31,800.00
* 701.2	150	SY	CEMENT CONCRETE WHEELCHAIR RAMP	\$75.00	\$11,250.00
703.	125	TON	HOT MIX ASPHALT DRIVEWAY	\$140.00	\$17,500.00
751.	1200	CY	LOAM BORROW	\$28.00	\$33,600.00
* 756.	1	LS	NPDES STORMWATER POLLUTION PREVENTION PLAN	\$3,000.00	\$3,000.00
765.	1300	SY	SEEDING	\$1.55	\$2,015.00
767.6	20	CY	AGED PINE BARK MULCH	\$75.00	\$1,500.00
767.8	50	EA	BALES OF HAY FOR EROSION CONTROL	\$15.00	\$750.00
804.3	850	FT	3 INCH ELECTRICAL CONDUIT TYPE NM - PLASTIC -(UL)	\$19.00	\$16,150.00
* 811.23	2	EA	ELECTRIC HANDHOLE - SD2.023	\$1,000.00	\$2,000.00
811.31	12	EA	PULL BOX 12 X 12 INCHES - SD2.031	\$555.00	\$6,660.00
811.35	1	EA	PULL BOX ADJUSTED	\$300.00	\$300.00
* 816.01	1	LS	TRAFFIC SIGNAL RECONSTRUCTION LOCATION NO 1	\$145,000.00	\$145,000.00
831.	205	SF	ROADSIDE GUIDE SIGN (D6/D8) - ALUMINUM PANEL (TYPE A)	\$20.00	\$4,100.00
832.	245	SF	WARNING-REGULATORY AND ROUTE MARKER - ALUM. PANEL (TYPE A)	\$11.00	\$2,695.00
841.1	2	EA	SUPPORTS FOR GUIDE SIGN (D6 W/ D8-5 INCH TUBULAR POST) STEEL	\$1,200.00	\$2,400.00
841.2	4	EA	SUPPORTS FOR GUIDE SIGN (D6-5 INCH TUBULAR POST) STEEL	\$926.00	\$3,704.00
847.1	27	EA	SIGN SUP (N/GUIDE)+RTE MKR W/I BRKWAY POST ASSEMBLY - STEEL	\$92.00	\$2,484.00

"Exhibit B"
Sheet 2 of 3

<u>Item No.</u>	<u>Qty.</u>	<u>Unit</u>	<u>Description</u>	<u>Unit Price</u>	<u>Amount</u>
850	1	LS	SAFETY CONTROLS FOR CONSTRUCTION OPERATIONS (NOT TO EXCEED 7.5% of TOTAL ALTERNATIVE BID 2 PRICE)	\$97,657.61	\$97,657.61
854.014	3000	FT	TEMPORARY PAVING MARKINGS - 4 IN. (PAINTED)	\$0.36	\$1,080.00
* 854.034	300	FT	TEMPORARY PAVING MARKINGS - 4 IN. (REMOVABLE TAPE)	\$1.55	\$465.00
854.1	500	SF	PAVEMENT MARKING REMOVAL	\$1.00	\$500.00
860.04	200	FT	4 INCH REFLECTORIZED WHITE LINE (PAINT)	\$0.31	\$62.00
* 864.04	550	SF	PAVEMENT ARROW AND LEGENDS REFLECTORIZED WHITE (THERMOPLASTIC)	\$5.10	\$2,805.00
866.04	5500	FT	4 INCH REFLECTORIZED WHITE LINE (THERMOPLASTIC)	\$0.45	\$2,475.00
866.12	850	FT	12 INCH REFLECTORIZED WHITE LINE (THERMOPLASTIC)	\$1.75	\$1,487.50
867.04	3200	FT	4 INCH REFLECTORIZED YELLOW LINE (THERMOPLASTIC)	\$0.45	\$1,440.00
867.12	55	FT	12 INCH REFLECTORIZED YELLOW LINE (THERMOPLASTIC)	\$1.60	\$88.00
874.	7	EA	STREET NAME SIGN	\$82.00	\$574.00
* 874.4	30	EA	TRAFFIC SIGN REMOVED AND STACKED	\$22.00	\$660.00
ALTERNATIVE BID 2 TOTAL					\$1,399,759.11

Attachment: PASCO BOSTON RD EX A B (2395 : MassDOT - Boston Road/Pasco Road Grant - \$1,400,000)

"Exhibit B"
Sheet 3 of 3

COMMONWEALTH OF MASSACHUSETTS

CONTRACTOR AUTHORIZED SIGNATORY LISTING



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

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, _____ (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:

_____, 20 ____.

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

MASSDOT STANDARD CONTRACT FORM

2.1.c

This form is issued and published by the Massachusetts Department of Transportation (MassDOT or Department). Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval.

CONTRACTOR LEGAL NAME: City of Springfield (and d/b/a):		DEPARTMENT NAME: MassDOT – Highway Division MMARS Department Code: MassDOT	
Legal Address: (W-9, W-4,T&C): 36 Court Street, Springfield MA 01103		Business Mailing Address: 10 Park Plaza, Boston. MA 01116	
Contract Manager: Christopher M. Cignoli, P.E.		Billing Address (if different):	
E-Mail: ccignoli@springfieldcityhall.com		Contract Manager: Michael J. Schwartz, P.E.	
Phone 413 750-2808	Fax: 413 787-6029	E-Mail: Michael.J.Schwartz@DOT.State.MA.us	
Contractor Vendor Code: VC6000192140		Phone: (857) 368-9464	Fax:
Vendor Code Address ID (e.g. "AD001"): AD_001 (Note: The Address ID Must be set up for EFT payments.)		MMARS Doc ID(s):	
RFR/Procurement or Other ID Number: Agreement 80224			

<u> X </u> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ☐ <u>Statewide Contract</u> (OSD or an OSD-designated Department) ☐ <u>Collective Purchase</u> (Attach OSD approval, scope, budget) ☒ <u>Department Procurement</u> (Includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) ☐ <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) ☐ <u>Contract Employee</u> (Attach <u>Employment Status Form</u>, scope, budget) ☐ <u>Legislative/Legal Exemption or Other:</u> (Attach authorizing language/justification, scope and budget)	<u> </u> CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____, (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) ☐ <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) ☐ <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) ☐ <u>Contract Employee</u> (Attach any updates to scope or budget) ☐ <u>Legislative/Legal Exemption or Other:</u> (Attach authorizing language/justification and updated scope and budget)
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The MassDOT **TERMS AND CONDITIONS** form (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract.

COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for MassDOT/Commonwealth owed debts under 815 CMR 9.00.
 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.)
 X Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$ 1,400,000.00.

PROMPT PAYMENT DISCOUNTS (PPD): 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 exemption: statutory/legal or Ready Payments (G.L. c. 29, § 23A); federal grant/trust; X initial payment (subsequent payments must be scheduled to support payee cash flow needs and standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation.) NFA Construction Agreement, where the City of Springfield will advertise for construction the upgrade intersection of Boston Road and Pasco Road.

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

 X 1. may be incurred as of the Effective Date (latest signature date below subject to any required approvals) and no obligations have been incurred prior to the Effective Date.

 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date.

 3. were incurred as of _____, 20____, a date PRIOR 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 and MassDOT from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of June 30, 2015, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the MassDOT Terms and Conditions, this Standard Contract Form including the Instructions and Contractor Certifications, 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.

AUTHORIZING SIGNATORY FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____	AUTHORIZING SIGNATORY FOR MassDOT: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____
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Attachment: MASSDOT CONTRACT [Revision 1] (2395 : MassDOT - Boston Road/Pasco Road Grant - \$1,400,000)



INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

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

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

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

Contractor Payment Remittance Address: Enter the address other than the Legal Address for payments which must match the remittance address on the W-9 submitted by the Contractor. All Contractor payments are made via EFT in accordance with the Bill Paying Policy.

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

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

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

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

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

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

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

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

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

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

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

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other

reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (left side of Form):

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

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

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

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

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

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

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

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

CONTRACT AMENDMENT (Right Side of Form)

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

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

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

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

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

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

Legislative/Legal or Other Exemption. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from



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being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly posted.

MASSDOT TERMS AND CONDITIONS

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

COMPENSATION

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

PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's and MassDOT's loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under G.L. c. 29, s. 23A). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify the exemption: (1) statutory/legal/Ready Payments (2) federal grant/trust or (3) initial state grant or entitlement payments for start up costs. Financial hardship is not a sufficient justification to accelerate cash flow for all payments under a Contract. Initial grant or contract payments may be accelerated for the first invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, and determine if the appropriate expenditure code (as listed in the Expenditure Classification Handbook) has been selected. Enter "Multi-User Departmental procurement" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient. The Department may include any additional information in this section to identify unique or important information related to this Contract, program or the Contractor. If multi-Department user Contract, identify multi-Department use is allowable

ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract or Contract Amendment may be incurred, either as of the Effective Date (latest signature date and of any required approvals) a LATER date, or if the performance has already been incurred PRIOR to the Effective Date by selecting the appropriate option. In the event obligations have been incurred by the Contractor prior to the Effective Date, the Contract must include detailed supporting documentation of performance made prior to the Effective date (including during a lapse between a Contract expiration and Contract Amendment) or the terms and process for eligible reimbursements after performance has been made by the Contractor (e.g., grant program). Proof of eligible reimbursement program must be attached. For Settlements, the parties agree to resolve payment for performance made outside the scope of the Contract (prior to Effective date or after termination date) which releases the Commonwealth and MassDOT from further obligations for the identified performance. This Amendment option is used in lieu of the Settlement and Release Form. Settlement payments are included under the same encumbrance and object codes as the Contract. Performance dates are subject to G.L. c.4, §9.

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here. A Contract must be signed for at least the initial duration

but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c.4, §9.

CERTIFICATIONS AND EXECUTION

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

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

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

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

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

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

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

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

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

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

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

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and G.L. c. 11, s.12 seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or



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documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, Executive Order 147; G.L. c. 29, s. 29F; G.L. c.30, § 39R; G.L. c.149, § 27C; G.L. c.149, § 44C; G.L. c.149, § 148B and G.L. c. 152, s. 25C.

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

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

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

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

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

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

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including 31 USC

1352; other federal requirements; Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth/MassDOT data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under G.L. c. 93H and c. 66A and Executive Order 504. The Contractor is required to comply with G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) Information Technology Division (ITD) Protection of Sensitive Information, provided further that any Contractor having access to credit card or banking information of Commonwealth/MassDOT customers certifies that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth/MassDOT and provide access to any information necessary for the Commonwealth/MassDOT to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to G.L. c. 214, s. 3B.

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

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

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

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

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The Information Technology Mandatory Specifications and the IT Acquisition Accessibility Contract Language are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the Expenditure Classification Handbook or other Contracts as approved by CTR or OSD. Pursuant to Section 11. Indemnification of the MassDOT Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth/MassDOT incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth/MassDOT as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's or MassDOT's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's or MassDOT's use of contractor provided products or services, loss of Commonwealth or MassDOT records, or



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data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth or MassDOT. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's or MassDOT's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the MassDOT Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to G.L. c. 7 s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

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

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

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

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

EXECUTIVE ORDERS

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

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

Executive Order 130. Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(b)(3)-(4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by G.L. c. 151E, s. 2. A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, MassDOT and 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/MassDOT. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of

Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

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

Executive Order 504. Regarding the Security and Confidentiality of Personal Information. For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth Information Technology Division's Security Policies. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "Security Policies"; (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonably appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth and MassDOT may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the MassDOT Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, § 3B for violations under M.G.L. c. 66A.

Executive Orders 523, 524 and 526. Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478). Executive Order 524 (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390). Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.



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 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.

Signature

Date:

Title:

Telephone:

Fax:

Email:

[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.

Agreement Number 80224

Date: _____

MUNICIPALITY: CITY OF SPRINGFIELD

PROJECT: RECONSTRUCTION OF BOSTON/ PASCO RD INTERSECTION

Agreement made and entered into by and between the MASSACHUSETTS DEPARTMENT OF TRANSPORTATION, hereinafter called "MassDOT", and the City OF Springfield, (hereinafter called the "MUNICIPALITY") and

WHEREAS, the MUNICIPALITY proposes to reconstruction of the Boston/ Pasco Road intersectiont (hereinafter referred to as the "PROJECT") in accordance with the plans, contract and specifications (hereinafter referred to as "SPECIFICATIONS") which shall be kept on file at MASSDOT and MUNICIPALITY, and

WHEREAS, said SPECIFICSTIONS set forth by the MUNICIPALITY, shall be in conformance with, but not limited to the following current documents as amended; MassDot's Project Development and Design Guide, MassDOT's Construction and Traffic Standard Details, MassDOT's Highway Design Manual, MassDOT's Bridge manual, MassDOT's Standard Specifications for Highways and Bridges, MassDOT's Standard Drawings for Traffic Signals and Highway Lighting; the latest edition of American Standard for Nursery Stock; 521 CMR Rules and Regulations of the Architectural Access Board (AAB) and Americans with Disabilities Act (ADA), the Manual on Uniform Traffic Control Devices, any and all state or federal regulations, and/or to the satisfaction of MassDOT - Highway Division, Chief Engineer.

WHEREAS, said the total estimated construction cost is \$1,400,000.00, as described within "EXHIBIT B", and

WHEREAS, the PROJECT is to be financed by funds provided by the MassDOT as specified within the terms and conditions of this Agreement, and

WHEREAS, the parties hereto have reached an agreement as to the apportionment of work and expense necessary for the completion of the PROJECT.

NOW THEREFORE, in consideration of the obligations contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, MASSDOT and the MUNICIPALITY hereby agree, each with the other, as follows:

DIVISION OF WORK

The MUNICIPALITY shall provide by its own Contractors and/or Subcontractors all necessary labor materials, equipment and other services to construct said PROJECT pursuant with any and all applicable SPECIFICATIONS, local, state and federal laws or regulations in accordance with the attached Scope of Work, labeled "EXHIBIT A".

In addition, any and all construction activities or related work required for the construction of said PROJECT shall be in conformance with any and all policies and procedures of MASSDOT and/or Federal Highway Administration, if applicable, hereinafter referred to as ("FHWA").

The MUNICIPALITY shall obtain any and all permits and easements required to complete the work for said PROJECT.

DIVISION OF EXPENSE

The MassDOT will reimburse the MUNICIPALITY for the actual costs incurred to complete the PROJECT up to, but not exceeding \$1,400,000.00. All costs incurred shall be approved by MASSDOT prior to reimbursement. Any costs in and above this amount shall be borne by the MUNICIPALITY.

The total of payments made shall be adjusted to conform to a final audit. The total audited amount shall not exceed the maximum fee. Interim audits may be undertaken at any time. If applicable, Costs will be determined in accordance with Federal Acquisition Regulations (FAR).

If applicable, compliance with the Single Audit Act Amendments of 1996 may be required, where the MUNICIPALITY shall engage the services of an independent public accountant to conduct audits and issue audit reports in accordance with OMB circular A-133: Audits of States, Local Governments and Non Profit Organizations.

MASSDOT reserves the right to reject IPA audit findings and to perform its own audit and issue its audit reports insofar as this agreement is concerned.

METHOD OF PAYMENT TO THE MUNICIPALITY

Section 1. During the course of the PROJECT, the MUNICIPALITY may present monthly progress bills of the incurred costs for approval and payment by MASSDOT.

Section 2. Upon the completion of the PROJECT to the satisfaction of MASSDOT and the MUNICIPALITY, written notification

shall be given to the District Highway Director of MASSDOT by the MUNICIPALITY that said work has been completed and, within 120 days thereof, the MUNICIPALITY will submit to MASSDOT a final detailed bill (in quintuplicate) as required, and final settlement will then be made between the COMMONWEALTH and the MUNICIPALITY. In addition to the final detailed bill, the MUNICIPALITY may forward to MASSDOT all calculations, plans, and environmental documents and other data necessary to complete the PROJECT. This information may be submitted in an electronic format compatible with MASSDOT's needs.

Section 3. All reimbursable charges in connection with this Agreement will be subject to audit by representatives of MASSDOT and/or FHWA; and the MUNICIPALITY will retain all records and documents pertaining to the Agreement charges until such audit is completed or until written approval to destroy the records is given by MASSDOT.

The Governor or his designee, the Secretary of Administration and Finance, and the State Auditor or his designee shall have the right at reasonable times and upon reasonable notice to examine the books, records and other complications of data of the MUNICIPALITY which pertain to the performance of the provisions and requirements of this Agreement.

FUTURE MAINTENANCE

The MUNICIPALITY shall continue sole responsibility for the maintenance and upkeep of all property associated with the PROJECT and the costs thereof.

MISCELLANEOUS

This agreement shall not be considered fully executed, and work shall not commence until MASSDOT signs this agreement and the MUNICIPALITY has received an official Notice to Proceed from MASSDOT.

EXPIRATION DATE

This agreement is set to expire on June 30, 2015. An extension for this agreement after this date will not be granted and the said agreement shall be terminated. If an extension of time is needed beyond this date, a request is needed in writing with a minimum 60-day advance notice before the expiration date. The request will need to address the current expiration date, the proposed expiration date and any other information deemed necessary. MassDOT, in its absolute discretion, may agree to grant said request for an extension of time if it finds that sufficient justification has been provided by the MUNICIPALITY.