



COMMONWEALTH OF MASSACHUSETTS



MASSTRAILS GRANT PROGRAM

Guidelines for Completing Fiscal Contract Documents

Grantees must complete all forms emailed to them. Municipalities will have received two (2) documents while other organizations will have received five (5). Essentially, municipalities are required to complete the MA Standard Contract and Authorized Signatory only. Other entities must complete the MA Standard Contract, Authorized Signatory, Terms and Conditions, W-9 Form, and EFT. Your Grant Agreement is not considered a fiscal contract document. As such it is additional to the number of forms noted above. If your grant is funded through our Recreational Trails Program (RTP) then both municipalities and other organizations will need to complete one additional form, the A-133 Sub-Recipient Monitoring Form. This will be sent along with the other contract documents in that case.

If you have previously worked with the Commonwealth but your address has changed, you **MUST** indicate this with a signed letter stating your change of address.

Complete the forms as instructed for each. Once done, email a scanned copy to MassTrails (instructions below) and keep the “wet ink” originals for your records. We no longer require originals mailed to us.

Commonwealth of Massachusetts Standard Contract Form (1 page, return page):

Fill in ***only*** the following:

- Top left: Organization name, contact name, email, phone numbers, address, and Contractor Vendor Code. If you don't know your Vendor Code or if one has yet to be issued, DCR will complete this information. If pre-filled information in this area is incorrect, please correct it.
- Bottom left: Below “Authorizing Signature for the Contractor,” the appropriate person signs at the X, prints his/her name, title, and the date. *The person signing the contract must be same as the authorized signatory listed on the bottom of page one of the Authorized Signatory Listing Form.*
- No other pre-filled information should be changed by the Grantee. If you have any corrections to be made, please reach out to a Grand Administrator and s/he/they will make corrections and email you an updated copy.

Contractor Authorized Signatory Listing Form (2 pages, return both pages):

The purpose of this form is to certify that the person who has signed the contract and other financial forms has the authority to do so.

- Despite page two stating it is optional, we require the page to be completed and notarized, and the scanned image emailed to MassTrails must clearly show either the notary's stamp or embossment.
- The Contractor Authorized Signatory will be the only individual authorized to sign contracts and other fiscal documents. This person must also sign the MA Standard Contract and Terms and Conditions Form. This person can be the president, executive director, treasurer, secretary, etc. of your organization – whomever is authorized.

- This person may, as indicated on the form, authorize additional people affiliated with the project the ability to sign other project documents with the exclusion of the MA Standard Contract, Terms and Conditions, and Authorized Signatory Listing Form (e.g., Grant Agreement, Progress Reports, W-9, A-133).

Commonwealth Terms and Conditions Form (2 pages, return only page 2):

- This form is self-explanatory but should be signed by *the authorized signatory listed at the bottom of page one of the Authorized Signatory Listing Form.*
- Use street addresses only; no post office boxes.

W-9 Form (2 pages return only page 1):

- You must use the W-9 form provided; no other version of this form will be accepted.
- Complete your organization's name and legal address. You must provide a physical address in the Legal Address section. If your organization uses a post office box it can be listed in the Remittance Address section *in addition to the physical address.*
- Enter your organization's Taxpayer Identification Number.
- Check the appropriate box for your Organization Type.
- If you are a federally tax-exempt 501© organization, please attach a copy of your IRS determination letter. [If you are not a tax-exempt organization but are partnering with a tax-exempt organization as a "pass-through," all required forms should be completed by the pass-through agency.] Please contact the Grant Administrator if you have a question about this.
- Have the appropriate person sign and date the bottom of the form.

EFT Form (2 pages, return both pages even though you do not complete anything on page 2):

Complete the form as a "New Enrollment" *even if your bank account is already set up in the Commonwealth's payment system.* If you are in the state system and your bank account has recently changed, please check "Change Enrollment," and complete the section for the old bank account information in addition to the new account information.

Send one scanned copy of each form to your designated Grant Administrator. You will be informed of that person once you are awarded your grant.

If possible, please combine documents into one scanned PDF and minimize its file size as best you can to be under 10MB in size. If not possible, contact the Grant Administrator to set up a Dropbox folder for you to upload your documents. Always retain a hard copy of your documents until you receive your endorsed contract and NTP back from MassTrails.

If you do not receive confirmation from a Grant Administrator within 2 business days of emailing your documents to us, we most likely did not receive them. Please get back in touch with us if you do not receive a confirmation of receipt.

COMMONWEALTH OF MASSACHUSETTS | STANDARD CONTRACT FORM



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

CONTRACTOR INFORMATION		COMMONWEALTH INFORMATION	
Contractor Legal Name City of Somerville d/b/a		Department Department of Conservation and Recreation MMARS Code DCR	
Legal Address As entered on Form W-9 or Form W-4 City Hall, Somerville, MA 93 Highland Ave Somerville MA 02143		Contract Manager Name Amanda Lewis Business Mailing Address 136 DAMON ROAD, NORTHAMPTON, MA 01060	
Contract Manager Name Meg Koglin		Billing Address If Different	
Phone (617) 625-6600 ext. 2517	Fax	Phone 617-645-8314	Fax
Email mkoglin@somervillema.gov		Email amanda.lewis@mass.gov	
Vendor Code VC VC6000192138		MMARS Doc ID(s) 6CTDCR8400P263655G31	
Vendor Code Address ID e.g. "AD001". AD 001 <small>Note: The Address ID must be set up for Electronic Funds Transfer (EFT) payments.</small>		RFR/Procurement or Other ID Number BD-24-1020-DCRCU-DC250-94273	
<input checked="" type="radio"/> NEW CONTRACT		<input type="radio"/> CONTRACT AMENDMENT	
Procurement or Exception Type (Check one option only) <div style="margin-top: 5px;"> <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated department.) </div> <div style="margin-top: 5px;"> <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, and budget.) </div> <div style="margin-top: 5px;"> <input checked="" type="checkbox"/> Department Procurement - Includes all Grants 815 CMR 2.00. (Attach Solicitation Notice or RFR, and Response or other procurement supporting documentation.) </div> <div style="margin-top: 5px;"> <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, and budget.) </div> <div style="margin-top: 5px;"> <input type="checkbox"/> Contract Employee (Attach Employee Status Form, scope, and budget.) </div> <div style="margin-top: 5px;"> <input type="checkbox"/> Interim Contract with new Contractor (Attach justification for Interim Contract and updated scope/budget.) </div> <div style="margin-top: 5px;"> <input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope, and budget.) </div>		<div style="margin-top: 5px;"> Current Contract End Date PRIOR to Amendment </div> <div style="margin-top: 5px;"> Amendment Amount Or Enter "No Change" </div> <div style="margin-top: 5px;"> Amendment Type Check one option only. Attach details of amendment changes. </div> <div style="margin-top: 5px;"> <input type="checkbox"/> Amendment to Date, Scope, or Budget (Attach updated scope and budget.) </div> <div style="margin-top: 5px;"> <input type="checkbox"/> Interim Contract with Current Contractor (Attach justification for Interim Contract and updated scope/budget.) </div> <div style="margin-top: 5px;"> <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget.) </div> <div style="margin-top: 5px;"> <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope/budget.) </div>	
TERMS AND CONDITIONS			
The Standard Contract Form Instructions and Contractor Certifications and the following document are incorporated by reference into this Contract and are legally binding. Check ONE option:			
<div style="display: flex; justify-content: space-around;"> <div> <input checked="" type="radio"/> Commonwealth Terms and Conditions </div> <div> <input type="radio"/> Commonwealth Terms and Conditions for Human and Social Services </div> <div> <input type="radio"/> Commonwealth IT Terms and Conditions </div> </div>			
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 Commonwealth owed debts under 815 CMR 9.00 .			
<div style="margin-top: 5px;"> <input type="radio"/> 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.) </div> <div style="margin-top: 5px;"> <input checked="" type="radio"/> Maximum Obligation Contract. Total maximum obligation for total duration of this contract (or new total if contract is being amended): \$500,000.00 </div>			

PROMPT PAYMENT DISCOUNTS (PPD)Commonwealth payments are issued through Electronic Funds Transfer (EFT) 45 days from invoice receipt. See [Prompt Pay Discounts Policy](#).

Contractors requesting accelerated payments must identify a PPD as follows:

Payment issued within:	10 days	% PPD.
	15 days	% PPD.
	20 days	% PPD.
	30 days	% PPD.

If PPD percentages are left blank, identify reason:

☐

Statutory/legal

☐Ready Payments ([M.G.L. c. 29, § 23A](#))☒

Agree to standard 45-day cycle

☐

Only initial payment

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT

Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.

MASSTRAILS PROGRAM GRANT: P26-3655-G31A Blessing of the Bay Greenway

SUPPLIER DIVERSITY PROGRAM (SDP) PLAN

Does the Supplier Diversity Program apply?

☐

YES

If YES, the Contractor's annual SDP commitment for this Contract is

☒

NO

If NO, and the department is an Executive Department, enter the appropriate exemption:

ANTICIPATED START DATE (Complete ONE option only.)

The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

☒

1. may be incurred as of the Effective Date (latest signature date below) and 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 from further claims related to these obligations.

CONTRACT END DATEContract performance shall terminate as of **JUNE 30TH** , 20 **27** , 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 certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable), 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 SIGNATURE FOR THE CONTRACTOR

Signature and date must be captured at time of signature.

Signature

Date

Print Name

Print Title

AUTHORIZING SIGNATURE FOR THE DEPARTMENT

Signature and date must be captured at time of signature.

Signature

Date

Print Name

Print Title



OFFICE OF THE GOVERNOR
COMMONWEALTH OF MASSACHUSETTS
STATE HOUSE BOSTON, MA 02133
(617) 725-4000



October 7, 2025

Meg Koglin
City of Somerville City Hall
93 Highland Ave
Somerville, MA 02143

Dear Meg,

Congratulations! We are pleased to notify you that the **Blessing of the Bay Greenway** project has been awarded a 2025 MassTrails Grant in the amount of **\$500,000**. Thank you for your commitment towards the enhancement of trails and trail access in your community. We look forward to working with you on this important project!

Your project was one of 112 proposals requesting \$16.4 million submitted during the grant application period. This year, 50 projects will receive awards totaling \$7.5 million in funding.

You will be receiving further instructions and information regarding your MassTrails Grant in the coming days. If you have any questions or would like to notify us of any changes to your grant project, please contact Amanda Lewis, MassTrails Director, at 617-645-8314 or amanda.lewis@mass.gov.

Governor Maura Healey

A handwritten signature in black ink, appearing to read "M. Healey".

Lt. Governor Kim Driscoll

A handwritten signature in black ink, appearing to read "Kim Driscoll".



**COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF CONSERVATION AND RECREATION
MASSTRAILS GRANT AWARD**

Grant Award Recipient: City of Somerville

Award Date:

Grant Contract ID: P26-3655-G31A

MASSTRAILS GRANT AGREEMENT

This document represents a Grant Agreement between **City of Somerville** and the Department of Conservation and Recreation (DCR) for the **Blessing of the Bay Greenway** project as awarded under the MassTrails Grant Program. The project scope may have been modified after receiving the results of our mandatory regulatory review by agency partners. Please carefully review the project description below and the specific conditions – *if any* – that must be adhered to. Failure to meet and comply with the specific conditions may result in termination of the award.

Project Description:

Funding will be used to construct a grade-separated, shared-use greenway at Blessing of the Bay Park in Somerville, which will serve to fill a critical gap in the MassTrails Priority Trails Network. The proposed greenway project will create 0.61 acres of open space and address heat island issues simultaneously by adding dozens of shade trees and green infrastructure on City-owned property, providing a safer and more comfortable environment for people of all ages and abilities.

Summary of Specific Conditions:

Coordinate with DCR Trails and Greenways before proceeding. PM/DCR Liaison is Amber Christoffersen. Ensure all permitting is complete prior to construction. Provide documentation of permitting to MassTrails staff before proceeding to construction. Discuss filing a Project Notification Form with the Mass Historic Commission before proceeding.

A full list of general regulations is provided and outlined in Section 14, "Compliance with State and Federal Regulations." Please carefully read the entire section. Contact the MassTrails Administrator if you need further clarification on what is required.

Upon signature of this Grant Agreement by the Project Manager or authorized signatory and in conjunction with execution of the fiscal MA Standard Contract by the State, **City of Somerville** may proceed to incur direct and matching expenses in relation to the project scope.

1. GENERAL PURPOSE

The **City of Somerville** agrees to perform the services related to **Blessing of the Bay Greenway** project as outlined in its original application, any approved revisions, or the above listed general conditions, in accordance with all regulations, policies, and procedures set forth by the State under the MassTrails Program.

2. GRANT TOTAL

The maximum amount of funds available to the Grantee pursuant to this agreement shall be **\$500,000**. It is further understood and agreed that the Grantee shall only be reimbursed on the basis of actual costs incurred, and that the State's determination of eligible and approved costs shall be final in all cases. It is understood and agreed that all payments of all sums by the State hereunder are contingent upon availability and continued appropriation, and if for any reason whatsoever, such funds shall be terminated or reduced or otherwise become unavailable, the State may terminate this grant in whole or part immediately. Any funds awarded but not spent by the Grantee by the project termination date shall lapse.

3. COST SHARING PROVISIONS

The Grantee will be required to provide acceptable documentation in a format that fully accounts for and certifies that the matching funds or in-kind services have been, in fact, incurred on the project. The Grantee must document a minimum of 20% of the *total project cost*, or the amount listed in the grant application. The proposed match for this project, as stated in the grant application, is **\$125,000**.

1. TERM OF GRANT AGREEMENT AND GRANT CONTRACT

This grant agreement is effective from the date of the endorsed grant contract and Notice to Proceed through **6/30/2027**. All project related expenses submitted for reimbursement must occur within the contract time period. No direct expenses submitted for reimbursement will be accepted or reimbursed if they occur outside of the contract time period. Match can occur outside of the contract time period if negotiated with the MassTrails Administrator in advance. Match must be documented and submitted in order to formally close out the grant and for the grant project to be considered complete.

5. GRANTEE RESPONSIBILITIES AND COMPLIANCE

This MassTrails Grant Award represents State financial support for a project through a competitive Request for Proposals (RFP) process and does not preclude any state, federal, or third-party compliance or required steps and tasks to complete the project. Receipt of a MassTrails grant does not translate into automatic State cooperation and/or imply approval across agencies nor does it imply special consideration for additional funding by state agencies or future MassTrails grant applications. The Grantee understands and acknowledges, by signing this Grant Agreement and accepting a MassTrails grant award, that the responsibilities for compliance with state and federal regulations and the grant process, procedures, and requirements contained herein are designated to the Grantee alone. It is the responsibility of the Grantee to review this document as needed to stay updated on grant steps and oversight. The MassTrails Administrator is not responsible for any of the steps or tasks contained herein or as a part of the project, regardless of whether those steps or tasks involve a state agency (including DCR). For example, it is the sole responsibility of the Grantee to contact *appropriate* agency personnel directly to obtain required permitting needed to complete the project, or to initiate any outstanding easement or care and control issues. It is the sole responsibility of the Grantee to successfully undertake project communication, procurement, and reimbursement and match tracking.

6. GRANT INITIATION

The Grantee shall sign and submit the required Grant Contract Fiscal Paperwork as well as sign this Grant Agreement document before any project work can begin. A site visit will be scheduled with the MassTrails Administrator to review the grant work and the MassTrails Grant Initiation Form before contracting is finalized. In some cases, remote communication will replace the site visit, as determined by the MassTrails Administrator. **The Grantee is required to complete the online Grant Initiation Form and submit it after the site visit/remote communication takes place, finalizing the scope and budget of the grant project.** The Grant Initiation document will be the basis for all reporting going forward and the project will not be closed out until all tasks in the Initiation document have been completed.

A template for the Grant Initiation Form is available on the MassTrails Grants website, as well as a link to the online form submittal.

7. PROJECT PROGRESS REPORTS

The Grantee shall submit the online **Grant Project Progress Report** quarterly, or upon request by the MassTrails Administrator at any time. The Progress Report must reflect any changes which were requested between progress reporting periods.

A template for the Progress Report is available on the MassTrails Grants website, as well as a link to the online form submittal.

8. PROJECT AMENDMENT REQUESTS

The Grantee shall not amend, revise, or change the approved application, scope, or budget (including the proposed match) without the written consent of the MassTrails Administrator. Requests for a revised scope or budget must be submitted in writing and approved before the Grantee may proceed with the changes. This can be done by completing the online **Grant Amendment Request Form**. If the amendment request is approved and involves a **change in the grant amount, a MA Standard Contract Amendment must be fully executed** (signed by both parties) before proceeding with the updated project related expenses. An initial conversation with the MassTrails Administrator is advised before filling out and submitting the Grant Amendment Request form. If the change is not submitted to MassTrails and approved, any and all costs associated with the change will not be reimbursed.

A template for the Amendment Request Form is available on the MassTrails Grants website, as well as a link to the online form submittal.

PLEASE NOTE: This grant has been awarded through the MassTrails state capital funds budget for two fiscal years. These funds are fiscal year dependent (state fiscal year runs July 1-June 30) and are **not eligible for a time extension contract amendment**. If you find that your project's schedule is encountering delays that may impede completion by **6/30/2027** reach out to the MassTrails Administrator immediately to discuss a plan for spending out the grant award by the contract end date.

9. PROJECT COMPLETION REQUIREMENTS

Final reimbursement is contingent upon a satisfactory review of the project, including completing the proposed scope as outlined in the Grant Initiation Form and subsequent forms, and consistency with the proposed budget.

Before the final reimbursement can be finalized and paid, either a final Site Visit or a final remote communication must take place between the Grantee and the MassTrails Administrator. When the project is completed and/or when final documents are being prepared, contact the

MassTrails Administrator to determine if a site visit or remote communication is appropriate. At that time, the **Grant Close Out Form** will be discussed. This form mirrors the Grant Initiation Form and must show that all proposed tasks in the initial scope and budget have been completed, much like a contractor's "punch list." If a Grant Amendment was approved, the Close Out form will also show the changes and that the project was completed according to all approved grant amendments. The Close Out Form ultimately should document the project's goals, accomplishments, barriers encountered, and lessons learned. A two-page **Project Summary Form** is required to be filled out as a part of the Grant Close Out process.

Once the project is determined to be complete as proposed, the Grantee shall submit a **Final Request for Reimbursement**. The Final Request for Reimbursement will be completed by using the Reimbursement Summary Sheet and the Reimbursement Excel Workbook labelling both as FINAL.

Templates for the Grant Close Out Form, the Project Summary Form, and the Reimbursement Summary Sheet and Reimbursement Excel Workbook are available on the MassTrails website, as well as a link to the online form submittal. Instructions for the reimbursement procedure are provided in several locations: a subsequent section of this document below, in the reimbursement guidance document located on the MassTrails website, and within the Reimbursement Excel Workbook.

10. MASSTRAILS ACKNOWLEDGEMENT SIGNS

The Grantee shall display formal and permanent recognition/acknowledgment of MassTrails funding at the project site or affixed on equipment purchased through the program. Signs should be constructed of sturdy material that is permanent, large enough to be clearly visible and located at a prominent access point to the project area or prominently included within other signs or kiosks. The suggested language identifies the site as a cooperative venture (e.g., "A Cooperative Trail Project between the 'Name of Municipality/Organization' and MassTrails" OR "This project is funded in part by MassTrails"). Any printed materials such as trail brochures, celebration announcements or website information should also identify the financial partnership that made the project a reality. Stickers or decals shall be printed and displayed on all equipment purchased with MassTrails funding. **It is also encouraged that the Grantee develop and distribute a press release upon the award of the grant and/or project completion, acknowledging MassTrails as a source of funds for the project.**

11. TERMINATION OF GRANT CONTRACT

Any failure by the Grantee to abide by or carry out any of the terms or conditions of this grant shall, at the discretion of the State, result in termination of this grant, if, after notice to the Grantee, said default is not remedied within ten (10) days. In the event of termination, no further reimbursement payments shall be made by the State.

12. CONSTRUCTION INSPECTION REPORT; AUDITS

State representatives may, at any time, inspect the project and review the Grantee's records and files. Upon notification of project completion, the State may inspect projects and prepare a written report. Recommendations for corrective actions will be made, if appropriate. A copy of the report will be sent to the Grantee. Deficiencies, if any, shall be corrected and reported, in writing, to the State within twenty-one (21) days of receipt of the inspection report. Final reimbursement payment will not be made until deficiencies are corrected. The Grantee agrees to submit to all requested inspections and audits by State officials which relate to the services and payments under this grant.

13. RECORD RETENTION

All program and financial records shall be retained by the Grantee for state audit purposes and available for public inspection for a period of six (6) years *after* the contract end date or final payment on the project, whichever date is later. At a minimum, the following records shall be maintained and made available for audit: invoices, for purchased materials and for all design and construction costs indicating check number and date paid on each invoice; cancelled checks or copies thereof; bid, solicitation, and procurement documents; work changes, change orders and contract amendments. Record retention for purchases of items \$10,000 or more must include, at minimum, documentation which provides the basis for contractor selection, justification for lack of competition when competitive bids or offers are not obtained, and a basis for the award cost or price.

14. COMPLIANCE WITH STATE AND FEDERAL REGULATIONS

The Grantee will ensure that the project complies with all applicable state regulations as listed in this section. It is the responsibility of the Grantee to obtain any required permitting or record of communication with regulatory review agencies as instructed below. If required, documentation of the review or permit must be on file with the MassTrails Administrator before the trail project can begin. Tracking and submitting required documentation is the sole responsibility of the Grantee. If documentation is not submitted at the appropriate time, the grant may be subject to termination.

- **Massachusetts Wetlands/Rivers Protection Acts and Local Wetland Bylaws**
Any project that alters land within 100 feet of a wetland or 200 feet of a river or stream (or that meets any other condition of the Rivers or Wetlands Protection Act) will require the approval of the local Conservation Commission before any construction can proceed. If instructed by the Commission, filing an RDA and an NOI may be required.
- **Massachusetts Endangered Species Act (MESA)**
MESA protects rare species and their habitats by prohibiting the "Take" of any plant or animal species listed as Endangered, Threatened, or of Special Concern. Any project activities which occur within Estimated or Priority Habitat as identified by the Massachusetts Natural Heritage and Endangered Species Program (NHESP) must file with the program for review and approval, unless the project has been determined as exempt by NHESP.
- **Massachusetts Environmental Policy Act (MEPA)**
The MEPA review process provides meaningful opportunities for public review of potential environmental impacts of certain projects for which certain actions by state agencies are required. It requires state agencies to study the environmental impacts of projects requiring state permitting, financial assistance or land disposition, and to use all feasible measures to avoid, minimize, and mitigate damage to the environment or, to the extent damage to the environment cannot be avoided, to minimize and mitigate damage to the environment to the maximum extent practicable. Most MassTrails grants are exempt from MEPA. If a project does require MEPA review, the Grantee must submit a list of all relevant thresholds and indicate if an ENF and/or an EIR are required. The Grantee must submit relevant communication and final documents to the MassTrails Administrator before the project can proceed.
- **Other Required Permitting**
There are many additional permitting requirements which may or may not apply to a given

project. It is the responsibility of the Grantee to seek out and determine which permits are required, from Temporary Construction Access permits to U.S. Army Corps of Engineers permits.

15. PROCUREMENT PROCEDURES

MassTrails Grantees currently subject to state procurement law must follow state procurement procedures for all activities under this grant and this will satisfy minimum requirements. Other Grantees may follow their own established written procurement procedures however, any procedures relating to the grant project must provide for the following, at minimum:

- a. Grantees' avoidance of purchasing unnecessary items.
- b. Where appropriate, an analysis is made of lease and purchase alternatives to determine which would be the most economical and practical procurement.
- c. When purchasing an item with a value between \$10,000 and \$150,000, grantees are required to obtain at least three bids for goods and/or services. The solicitations must provide for all of the following:
 - i. A clear and accurate description of the technical requirements for the material, product, or service to be procured. In competitive procurements, such a description shall not contain features which unduly restrict competition.
 - ii. Requirements which the bidder/offeror must fulfill and all other factors to be used in evaluating bids or proposals.
 - iii. A description, whenever practicable, of technical requirements in terms of functions to be performed or performance required, including the range of acceptable characteristics or minimum acceptable standards.
 - iv. The specific features of "brand name or equal" descriptions that bidders are required to meet when such items are included in the solicitation.
 - v. The acceptance, to the extent practicable and economically feasible, of products and services dimensioned in the metric system of measurement.
 - vi. Preference, to the extent practicable and economically feasible, for products and services that conserve natural resources and protect the environment and are energy efficient.

If the Grantee does not have established written procurement procedures, the Grantee accepts and agrees to follow the above procurement policy in place of its own requirements.

16. REIMBURSEMENT

The State agrees to reimburse the Grantee **up to the approved grant amount** for approved expenses incurred in accordance with the project budget subject to the following:

- a. It is understood and agreed by the parties that in the performance of this grant and the services hereunder, the Grantee and its servants and employees are in all respects independent contractors and shall neither be determined to be employed by, nor agents of, the State, nor be entitled to any benefits provided by the State to its employees.
- b. The Grantee must pay 100 percent of the cost of an item before submitting a request for reimbursement of eligible costs. For example, a Grantee may not apply for reimbursement for a piece of equipment for which they have set up a loan agreement and monthly payment plan. The equipment must first be paid in full by the entity indicated on the state contract before any reimbursement will be authorized.
 - i. When requesting reimbursements, the Grantee shall submit **invoices/receipts** for actual costs incurred. All invoices/receipts must show dates within the contract period.

- ii. The Grantee must also submit **proof of payment** (such as a cancelled check or credit card statement) of the invoice by the Grantee. All payments must be traced from the invoice/receipt to proof of payment *by the entity* on the state contract.
- iii. For **major equipment** purchased through the program (such as a snow groomer), a receipt from the vendor indicating the equipment has been delivered and paid in full, including name, serial number, year of manufacture, accessories received and price from seller, shall also be submitted.
- iv. For requests of reimbursement of **staff time**, time sheet records indicating dates and hours spent on the project, tasks accomplished, and billing rates must be submitted by using the appropriate tab(s) in the Reimbursement Excel Workbook. Proof of payment to the staff must also be submitted, such as payroll records or copies of pay stubs. The hourly rate must be clearly displayed, or a letter from the organization stating the hourly rate of each employee must be provided. Indirect/fringe costs can be included. A letter from the organization stating the indirect cost rate must be included for verification of the rate. If your organization has a Negotiated Indirect Cost Rate Agreement (NICRA), you must include documentation of rate from the issuing Federal Agency, otherwise you may use the de minimis indirect cost rate of 10 percent.
- c. If a third party has made a purchase on behalf of the Grantee, the original invoice/receipt must be documented as well as proof of that direct payment having been made (i.e., third party must provide a copy of the credit card statement showing the transaction, or cancelled check, or other acceptable proof of payment). If a credit card was used an extra step is required. The third party must provide the subsequent month's credit card statement to show that payment was made on the account for the month in which the project related purchase was made. As a result of this requirement, MassTrails highly discourages using a third party to pay for project expenses. As a last step, proof of payment to the third party by the Grantee must be submitted (e.g., a cancelled check, EFT, paystub showing reimbursed amount).
- d. The Final Reimbursement Request must be submitted as complete no later than 15 days after the grant contract has ended. For example, goods and services must be completed by the end date of the contract, but payment for those goods or services and submittal of the reimbursement request can be submitted up to, but not exceeding, 15 days past the contract end date. Documentation must be complete at this time, meaning all required back up documents must be included and approved by the MassTrails Administrator. This may require submitting a "draft" reimbursement request prior to the deadline (this is recommended) to ensure that all required paperwork is included.
- e. The Grantee's final reimbursement will be held until a site visit has been conducted by the MassTrails Administrator and the Grant Close Out Form has been submitted and approved.
- f. The Grantee will submit a Grant Close Out Form, final budget, and Project Summary Form.
- g. The Grantee may submit multiple reimbursement requests, on a monthly basis at most, during the grant period.

17. MATCH

The Grantee shall document incurred **match** with each reimbursement request and/or with the final reimbursement request, unless otherwise pre-authorized by the MassTrails Administrator. Match represents 20% of the TOTAL PROJECT VALUE, not 20% of the reimbursement amount. The easiest way to calculate this is to take your grant award amount and multiply by 0.25. For example, a \$100,000 grant award requires \$25,000 match (80% of \$125,000 equals \$100,000 and 20% equals \$25,000).

- a. All match activities must occur within the contract dates unless pre-authorized by the MassTrails Administrator. This includes use of cash overage from project expenses, donations, equipment use, and staff and/or volunteer labor hours.
- b. Any match that is actual cash spent towards the project must be documented with the same requirements as the reimbursement requests. Invoices and proof of payment are required.
- c. Volunteer labor as match must be documented using the appropriate tab(s) in the Reimbursement Excel Workbook. Information must include names, dates, hours worked, description of work accomplished and value of those hours for every hour claimed.
- d. Volunteer event days should be documented as stated in the previous bullet, with the addition of a *volunteer sign in sheet signed by each participant*. Sample sign in sheets can be provided by the MassTrails Administrator upon request.
- e. If staff time is utilized as match, grantees must complete the appropriate tab in the Reimbursement Excel Workbook. Proof of payment to the employee must be provided as well, either in the form of copies of paystubs or a payroll report. The hourly rate must be clearly displayed, or a letter from the organization stating the hourly rate of each employee must be provided. Indirect costs/fringe can be included. A letter from the organization stating the indirect cost rate must be included for verification of the rate. If your organization has a Negotiated Indirect Cost Rate Agreement (NICRA), you must include documentation of rate from the issuing Federal Agency, otherwise you may use the de minimis indirect cost rate of 10 percent.
- f. Donations must be documented with either an invoice with zero balance due and wording indicating donation; or a written statement from the entity that has made the donation, stating the donation, its value, and to whom it was given. Proof of the value of the donation must also be submitted, either on the invoice or by another form of valuation such as the most current value listed on a website where comparable products are sold. As a commonly donated material for trail construction projects, the most recent USGS Aggregate rates are included in the Reimbursement Excel Workbook for help in valuation of various stone products.

18. EQUIPMENT PURCHASES

Equipment is defined as tangible personal property having a useful life of at least five years and a per-unit acquisition cost of \$5,000 or greater. If applicable, the equipment title will rest with the Grantee and must be used for the proper authorized use as stated in the project application. The Grantee is required to use the equipment for its proposed and intended purpose for a reporting period of five years.

If applicable, Buy America certification is required by MassTrails *before* the Grantee purchases the equipment. Additionally, until the Grantee provides a copy of an acceptable form of certification, MassTrails will not release the endorsed grant contract and Notice to Proceed which will delay the start of the Grantee's project.

An **Equipment Report** including the purchase details, title (if applicable), condition, use, and storage location shall be submitted with the Request for Reimbursement which contains documentation of the equipment purchase and match. An updated **Equipment Report** must then be submitted annually in January for a period of five years following the project end date. For

ease of compliance with this program requirement, the MassTrails Administrator will send a reminder notice to the Grantee each January for five years.

A template for the Equipment Report Form is available on the MassTrails Grants website, as well as a link to the online form submittal.

19. ACQUISITIONS

Projects involving land acquisition are required to follow the Executive Office of Energy and Environmental Affairs Land Acquisition Policy. If the project involves land acquisition, the MassTrails Administrator will provide the Grantee with documentation of the requirements and specifications.

20. LAND OWNERSHIP

Proposals for construction projects that will take place on land that is not owned or managed by the applying organization must include a signed statement from the landowner or manager specifically authorizing the project and ensuring that the property is open for continuing public access. If a MassTrails **Landowner Permission Form** (Public or Private version) or letter outlining similar permission language was not submitted at the time of grant application, MassTrails will not release the endorsed grant contract and Notice to Proceed until such time as the Grantee sends in the permission required. Similarly, if there is a Conservation Restriction (CR) on the parcel, the CR holder must provide written authorization for the project either using the MassTrails **Conservation Restriction Work Authorization Form** or providing a letter with language that clearly conveys that permission is granted for the project to proceed.

Any required permits or authorizations, such as a Temporary Construction Access Permit, must be obtained by the Grantee and submitted to the MassTrails Administrator before any construction takes place. Tracking and submitting required documentation is the sole responsibility of the Grantee. If documentation is not submitted at the appropriate time, the grant may be subject to termination.

A list of the required steps/tasks or permitting for a project will be finalized and submitted on the **Grant Initiation Form** at the onset of the project. A plan for ongoing stewardship and continued communication must be formalized between the Grantee or other designated party and the landowners (or CR holders), for a period of no less than 10 years.

Consultation with the landowner or CR holder must continue throughout the grant project. Likewise, the grant project must remain consistent with those agreements outlined in the grant application. If a scope or budget amendment is requested, the MassTrails Administrator reserves the right to request an updated landowner/CR holder permission be secured by the Grantee that acknowledges and approves of the updated scope or budget project elements that may affect the landowner/CR holder.

21. COMMUNITY AND STAKEHOLDER OUTREACH

It is the responsibility of the Grantee to manage and perform necessary outreach and notifications to the community, stakeholders, and abutters of the project area. Any community concerns or issues regarding the project will be addressed and managed by the Grantee. It is the Grantee's responsibility to have all permissions and approvals in place prior to trail design, construction, or maintenance work. If there is a particular point of controversy at any point during the grant project time period, the Grantee should notify the MassTrails Administrator as a courtesy and to discuss the issue.

22. TERMS AND CONDITIONS

This Grant Agreement serves as a guidance document outlining compliance and regulatory responsibilities of the Grantee. The Grantee takes full responsibility for complying with all requirements listed above or the grant may be subject to termination without reimbursement. The Grantee should reference the fiscal contract documents (MA Standard Contract, Commonwealth Terms and Conditions) for legal obligations and compliance regarding the fiscal agreement being entered into between the state (DCR) and the Grantee.

23. INITIALIZED CHECKLIST AND SIGNATURE

Please initial in the line shown after each of the following statements and refer back to these statements and the Grant Agreement document in full for guidance as your project progresses:

- The Grantee understands that under no circumstances can the grant contract be extended. The end date of this grant is the date listed on the Standard Contract Form, NTP, and this document. As such, the Grantee has reviewed the project scope and budget and can ensure that the grant award will be spent within the contract time period, understanding that any funds which are not spent by the contract end date will return to the state as program slippage. Grantee has communicated this to all subcontractors and included this language in any subcontractor agreements associated with this grant. _____ (Initial Here)
- The Grantee understands that this is reimbursement grant program. The Grantee must first spend the money and then apply for reimbursement. A request for reimbursement must be submitted to the MassTrails Administrator as outlined specifically in this document, including a MassTrails Reimbursement Summary Sheet, Reimbursement Excel Workbook, invoices/receipts for goods or services, and documented proof of payment for those goods/services. _____ (Initial Here)
- The Grantee understands that they are responsible for accruing their proposed match and providing proof of that match, as outlined in this document, on the condition of being reimbursed for grant-funded expenses. _____ (Initial Here)

Photo Release and Authorization

- The Grantee authorizes the MassTrails Administrators to edit, alter, exhibit, publish, or distribute any photos shared with the MassTrails Program related to the grant project. In addition, the Grantee waives the right to inspect or approve the finished product wherein the photo appears. Photo credit will be shared when possible. _____ (Initial Here)

By signing below, the **City of Somerville** confirms that they have read through and agree to the terms set forth in the agreement above.

Katiana Ballantyne
Authorized Signature

11/6/2025
Date

Katiana Ballantyne
Print Name

Organization/Agency

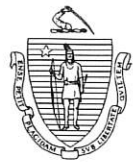
Please initial and sign where indicated. Scan the FULL signed document and email a PDF copy to the MassTrails contact listed below. Upon endorsement of the grant contract and issuance of the Notice to Proceed, the MassTrails Administrator will send you a copy of this fully executed grant agreement.

Amanda Lewis
MassTrails Director
(617) 645-8314
amanda.lewis@mass.gov

Guadalupe Garcia
MassTrails Senior Planner
(857) 274-9238
Guadalupe.garcia@mass.gov

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May
2004



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>Katjana Bellantype</i>	<i>Mayor</i>

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

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.