



# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

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<b>CONTRACTOR LEGAL NAME:</b> City of Somerville (and d/b/a):		<b>COMMONWEALTH DEPARTMENT NAME:</b> Exec. Off. of Energy and Env. Affairs <b>MMARS Department Code:</b> ENV	
<b>Legal Address: (W-9, W-4):</b> 93 Highland Avenue, Somerville, MA 02143		<b>Business Mailing Address:</b> 100 Cambridge Street, 10 <sup>th</sup> Floor, Boston, MA 02114	
<b>Contract Manager:</b> Jon Bronenkant	<b>Phone:</b> (617) 625-6600	<b>Billing Address (if different):</b>	
<b>E-Mail:</b> jbronenkant@somervillema.gov	<b>Fax:</b>	<b>Contract Manager:</b> Melissa Cryan	<b>Phone:</b> 857-274-7173
<b>Contractor Vendor Code:</b> VC6000192138		<b>E-Mail:</b> <a href="mailto:melissa.cryan@mass.gov">melissa.cryan@mass.gov</a>	<b>Fax:</b>
<b>Vendor Code Address ID (e.g. "AD001"):</b> AD_001. (Note: The Address ID must be set up for EFT payments.)		<b>MMARS Doc ID(s):</b>	
		<b>RFR/Procurement or Other ID Number:</b> ENV 24 DCS 05	
<input checked="" type="checkbox"/> <b>NEW CONTRACT</b> <b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b> <input type="checkbox"/> <b>Statewide Contract</b> (OSD or an OSD-designated Department) <input type="checkbox"/> <b>Collective Purchase</b> (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> <b>Department Procurement</b> (includes all Grants - <a href="#">815 CMR 2.00</a> ) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> <b>Emergency Contract</b> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach Employment Status Form, scope, budget) <input type="checkbox"/> <b>Other Procurement Exception</b> (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		<input type="checkbox"/> <b>CONTRACT AMENDMENT</b> Enter Current Contract End Date <b>Prior</b> to Amendment: ____, 20 ____. Enter Amendment Amount: \$ _____. (or "no change") <b>AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)</b> <input type="checkbox"/> <b>Amendment to Date, Scope or Budget</b> (Attach updated scope and budget) <input type="checkbox"/> <b>Interim Contract</b> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach any updates to scope or budget) <input type="checkbox"/> <b>Other Procurement Exception</b> (Attach authorizing language/justification and updated scope and budget)	
<b>The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding:</b> (Check ONE option): <input checked="" type="checkbox"/> <a href="#">Commonwealth Terms and Conditions</a> <input type="checkbox"/> <a href="#">Commonwealth Terms and Conditions For Human and Social Services</a> <input type="checkbox"/> <a href="#">Commonwealth IT Terms and Conditions</a>			
<b>COMPENSATION:</b> (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under <a href="#">815 CMR 9.00</a> . <input type="checkbox"/> <b>Rate Contract.</b> (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> <b>Maximum Obligation Contract.</b> Enter total maximum obligation for total duration of this contract (or <b>new</b> total if Contract is being amended). \$ <u>500,000</u> .			
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting <b>accelerated</b> payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle ___ statutory/legal or Ready Payments ( <a href="#">M.G.L. c. 29, § 23A</a> ); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) <b>217 Somerville Avenue Pocket Park, PARC #31:</b> The project will construct a new park with native plantings, including comprehensive tree planting to create a shaded canopy, benches and tables, playground and spray features, and green infrastructure and stormwater management features, in accordance with the terms of the PARC Grant Program and application filed by the City of Somerville, and on file with the Executive Office of Energy and Environmental Affairs, Division of Conservation Services.			
<b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date. <input checked="" type="checkbox"/> 2. may be incurred as of <b>July 1, 2024</b> , a date <b>LATER</b> than the Effective Date below and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date. <input type="checkbox"/> 3. were incurred as of ____, 20 ____, a date <b>PRIOR</b> to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <b>June 30, 2025</b> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
<b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the " <b>Effective Date</b> " 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 <a href="#">801 CMR 21.07</a> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b> X: _____ Date: _____ (Signature and Date Must Be Captured At Time of Signature) Print Name: _____ Print Title: _____		<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b> X: _____ Date: _____ (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Bryan Hightower</u> Print Title: <u>Director of Capital &amp; Trust Planning</u>	

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## ATTACHMENT A – SCOPE OF SERVICES AND ADDITIONAL TERMS AND CONDITIONS

**INSTRUCTIONS:** In order to ensure that the Department and the Contractor have a clear understanding of their respective responsibilities and performance expectations, the Following attachment shall contain a specific detailed description of all obligations, responsibilities and additional terms and conditions between the Contractor and the Department which do not modify the Contract boilerplate language. *Attach as many additional pages as necessary.* {See INSTRUCTIONS sheet for more information and suggested provisions to include in ATTACHMENT A.}

**217 Somerville Avenue Pocket Park, PARC #31:** The project will construct a new park with native plantings, including comprehensive tree planting to create a shaded canopy, benches and tables, playground and spray features, and green infrastructure and stormwater management features, in accordance with the terms of the PARC Grant Program and application filed by the City of Somerville, and on file with the Executive Office of Energy and Environmental Affairs, Division of Conservation Services. The City of Somerville will be reimbursed 66% of eligible costs incurred during the contract period up to the \$500,000 grant award as evidenced by the submittal of invoices and canceled municipal checks.

### ATTACHMENT B – BUDGET AND APPROVED EXPENDITURES

{The Department and Contractor may complete this format or attach an approved alternative Budget format or invoice.}

Items identified below which are not part of the Contract should be left blank.

Attach as many additional copies of this format as necessary, Maximum obligation should appear as last entry.

Contract Expenditures	Unit Rate (per unit, hour, day)	Number of Units	Other Fees or Charges (specify)	TOTAL
FY24 Design				\$ 0
FY25 Construction				\$ 500,000
				\$
				\$
				\$
				\$
				\$
SUBTOTAL (this page)				\$ 500,000

**MAXIMUM OBLIGATION**

**\$ 500,000**

Page  1  of  1  Budget pages

Attachment B is subject to any restrictions or additional provisions outlined in Attachment A