

State Standard Contract

Date Submitted: May 25, 2023

Department: EEA/Division of Conservation Services (DCS)

Contract #:

Contractor: City of Somerville

Dates of service: July 1, 2023 **To:** June 30, 2024

Document Amount: \$ 375,224.00

 Melissa Cryan

DCS Contact Person: Melissa Cryan x61171

Contract Notes:

This is a 1-year contract:

FY 24 \$ 375,224.00

Contract Check List

- ☒ Signed State Standard Contract
- ☒ Contractor Authorized Signatory Listing
- ☒ Notification of Selection

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the [Standard Contract Form Instructions and Contractor Certifications](#), 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 published forms at CTR Forms: <https://www.macomptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME: City of Somerville (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Exec. Off. of Energy and Env. Affairs MMARS Department Code: ENV	
Legal Address: (W-9, W-4): 93 Highland Avenue, Somerville, MA 02143		Business Mailing Address: 100 Cambridge Street, 9th Floor, Boston, MA 02114	
Contract Manager: Arn Franzen	Phone: (617) 625-6600 x2545	Billing Address (if different):	
E-Mail: afranzen@somervillema.gov	Fax:	Contract Manager: Melissa Cryan	Phone: 857-274-7173
Contractor Vendor Code: VC6000192138		E-Mail: melissa.cryan@mass.gov	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):	
<input checked="" type="checkbox"/> NEW CONTRACT		<input type="checkbox"/> CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____, (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services <input type="checkbox"/> Commonwealth IT Terms and Conditions			
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 . <input type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). \$ <u>375,224</u> .			
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 reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle ___ statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support 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, 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.) Renovation of Henry Hansen Park, PARC #30: The project will cut farther into the hillside, reverse the seating orientation, install a curved retaining wall that incorporates LED lighting, signage, a gathering plaza with permeable pavers and a water fountain, vegetation and fencing will be installed, 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.			
ANTICIPATED START DATE: (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 no obligations have been incurred prior to the Effective Date. <input checked="" type="checkbox"/> 2. may be incurred as of <u>July 1, 2023</u> , a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 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 DATE: Contract performance shall terminate as of <u>June 30, 2024</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
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: X: <u>Katjana Ballantyne</u> Date: <u>12/2/22</u> (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Katjana Ballantyne</u> Print Title: <u>Mayor</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>Bryan Hightower</u> Date: <u>06/26/23</u> (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Bryan Hightower</u> Print Title: <u>Director of Capital & Trust Planning</u>	

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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.}

Renovation of Henry Hansen Park, PARC #30: The project will cut farther into the hillside, reverse the seating orientation, install a curved retaining wall that incorporates LED lighting, signage, a gathering plaza with permeable pavers and a water fountain, vegetation and fencing will be installed, 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.

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
FY23 Design				\$ 0
FY24 Construction				\$ 375,224
				\$
				\$
				\$
				\$
SUBTOTAL (this page)				\$ 375,224

MAXIMUM OBLIGATION

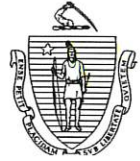
\$ 375,224

Page 1 of 1 Budget pages

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

**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
Katjana Ballantyne	Mayor

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.

Katjana Ballantyne
Signature

Date:

1/10/23

Title: Mayor

Telephone: 617-625-6600

Fax:

Email: kballantyne@somervillema.gov

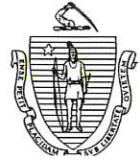
[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May

2004



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): Katjana Ballantyne

Title: Mayor

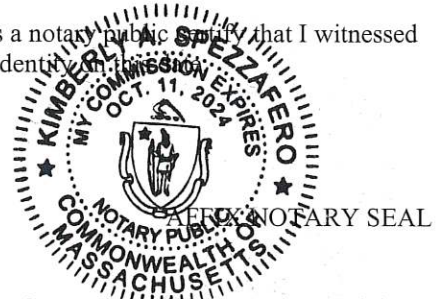
X Katjana Ballantyne
Signature as it will appear on contract or other document (Complete only in presence of notary):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, Kimberly Spezzafero (NOTARY) as a notary public certify that I witnessed the signature of the aforementioned signatory above and I verified the individual's identity on commission.

January 11, 20 23.

My commission expires on: Oct 11, 2024



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



The Commonwealth of Massachusetts
Executive Office of Energy and Environmental Affairs
100 Cambridge Street, Suite 900
Boston, MA 02114

Charles D. Baker
GOVERNOR

Karyn E. Polito
LIEUTENANT GOVERNOR

Bethany A. Card
SECRETARY

Tel: (617) 626-1000
Fax: (617) 626-1181

September 27, 2022

Arn Franzen
Office of Strategic Planning and Community Development
93 Highland Avenue
Somerville, MA 02143

Re: Renovation of Henry Hansen Park, PARC #30

Dear Mr. Franzen:

I am pleased to officially confirm that the Renovation of Henry Hansen Park project has been selected by the Executive Office of Energy and Environmental Affairs (EEA) to receive up to \$375,224 in state Parkland Acquisitions and Renovations for Communities (PARC) assistance.

Project deadline is June 1, 2024

Be advised that the sum of \$375,224 for construction will be executed for encumbrance of funds in FY24, which begins July 1, 2023. All construction work must be completed and closed out by June 1, 2024. PARC grants work on a reimbursement basis. Your community's reimbursement rate is 56%. We can only reimburse your community for 56% of what you spend, even if this figure does not reach the maximum value of the grant award for that specific fiscal year.

The project must be completed by June 1, 2024 because your grant award amount has been budgeted by EEA in the fiscal years requested in your application. If you anticipate any difficulties in meeting this spending target and schedule at any time, please contact me without delay. I can be reached at melissa.cryan@mass.gov or (857) 274-7173.

Next Steps

1. Take a **City Council or Town Meeting vote** if you have not done so already. I must have a certified copy of the vote in hand by December 31, 2022. If you have not yet had me review the vote language, please do so immediately.
2. Execute the **PARC Project Agreements**. The PARC Project Agreement will be signed by your Chief Executive Officer and a majority of the Park or Recreation Commission members. Review the agreement carefully to be sure that the project has been correctly described and contact me immediately if any changes or updates need to be made. If the document is correct, please have two copies signed and return them to me for signature by Bethany Card, Secretary of EEA. One original will be returned to you to record, along with the town meeting or city council vote, property deed, and boundary map, at the Registry of Deeds, and to be copied for your audit file. The recorded Project Agreement must be returned to me no later than March 1, 2023.
3. Execute a **State Standard Contract**. This document allows our fiscal department to establish an account for your project. No reimbursement request can be honored unless the State Standard Contract, including the **Contractor Authorized Signatory Listing**, are signed and returned to me. The Contractor Authorized Signatory Listing Form should be signed by whoever signed the contract. Be sure to fill out both pages of the

document. Only two names should appear on this document – the signatory and the notary. A sample form has been enclosed – please review it closely so that your form is filled out correctly.

4. After the state contract has been signed and returned to you, you may proceed with the final design of your project. You may not start construction until July 1, 2023, but are expected to begin construction on that date. If you cannot meet this grant requirement, you must explain why. Please note that we are unable to reimburse your community for any costs incurred prior to the execution of the State Standard Contract.

Reimbursement Procedures

The reimbursement procedures will be discussed in detail at the Grants Management Workshop (information below). A **quarterly report form** is also enclosed, which is due the first business day of December, March, June, and September while the project is active.

Reimbursement will be contingent upon satisfying the following conditions:

1. Submit **final designs and specifications** before going to bid, together with required permits for the construction phase, for design work by June 1, 2023.
2. A copy of the **PARC Project Agreement**, which has been recorded at the Registry of Deeds (along with the town meeting or city council vote for the project and boundary map) and a marginal notation entered on the deed to the property, is returned by March 1, 2023.
3. The construction must be started on July 1, 2023 and closed out by June 1, 2024. If you do not meet this July 1, 2023 construction start date, you must have an explanation as to why and how you will meet the June 1, 2024 deadline.
4. Completion of outstanding CRs on parcels acquired with the use of CPA funds. Applicants that have purchased real property interests for open space or recreational purposes using money from the Community Preservation Fund must have all conservation restrictions required by Section 12 of Chapter 44B approved by the Secretary of Energy and Environmental Affairs and recorded prior to receipt of project reimbursement from the Executive Office of Energy and Environmental Affairs. Please submit to DCS documentation showing the conveyance of approved CRs to an appropriate entity on the below listed properties acquired with the use of CPA. Documentation should include the grantee, date of conveyance, and registry book/page of the CR document.
5. Completion of inspections of Land and Water Conservation Fund properties (list and inspection reports provided)

Legally Protected Recreation Land – Somerville's Commitment

Please remember that according to Article 97 of the Amendments to the Massachusetts Constitution, acceptance of the state grant requires that this site remain open to the general public and prohibits any other use other than public outdoor recreation.

Project Sponsor's Workshop

Please carefully review all the enclosed information, and plan to attend the Project Sponsor's Workshop. This is a short, but important, mandatory meeting to review how to prepare your reimbursement request(s). If you cannot attend, please send someone to represent you since it would be very difficult to meet individually with each project sponsor. The grant workshop will be held via Microsoft Teams on Thursday, October 13, 2022 at 11:00 am. Upon registration, the login information will be provided.

Congratulations on your successful application to the PARC program!

Sincerely,
Melissa Cryan
Melissa Cryan
Grant Programs Supervisor

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