



Charles D. Baker, Governor
Karyn E. Polito, Lieutenant Governor
Stephanie Pollack, Secretary & CEO
Jonathan L. Gulliver, Highway Administrator



AGREEMENT
NOTICE TO PROCEED

October 21, 2020

Town of Halifax
499 Plymouth Street
Halifax, MA 02338

Agreement Number: 112385
Action Item #: 18
Action Item Date: September 2, 2020

Dear Steve Hayward:

Enclosed is a signed copy of your agreement with the Massachusetts Department of Transportation, Highway Division.

This agreement is relative to the preparation of a Complete Streets Project Prioritization Plan in the amount of \$38,000.00 in Halifax.

In accordance with the terms of this agreement, you are hereby notified to commence work on September 2, 2020. The work is scheduled to be completed on April 1, 2021.

Thank you,

Anna Dolata

Anna Dolata
Supervisor, Contracts & Records

AD/mas

cc: Fiscal
Contracts & Records

E-Mail: Maria Conti
Shane Sousa

MASSDOT STANDARD CONTRACT FORM



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. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract.

CONTRACTOR LEGAL NAME: Town of Halifax (and d/b/a):		DEPARTMENT NAME: Massachusetts Department of Transportation MMARS Department Code: DOT	
Legal Address: (W-9, W-4, T&C) 499 Plymouth Street, Halifax, MA 02338		Business Mailing Address: 10 Park Plaza, Room 6340, Boston, MA 02116	
Contract Manager: Steve Hayward		Billing Address (if different):	
E-Mail: Steve.Hayward@halifax-ma.org		Contract Manager: Marie Rose	
Phone: 781-293-1760	Fax:	E-Mail: Marie.Rose@dot.state.ma.us	
Contractor Vendor Code: VC6000191812		Phone: 857-368- 9333 Fax:	
Vendor Code Address ID (e.g. "AD001"): AD 001		MMARS Doc ID(s): INTF00X02021A0112385	
(Note: The Address ID must be set up for EFT payments.)		RFR/Procurement or Other ID Number: 00 112385	

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

☒ MassDOT 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 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.)

☒ **Maximum Obligation Contract** Enter Total Maximum Obligation for total duration of this Contract (or **new** Total if Contract is being amended). \$ **38,000.00**

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 reason: ___agree to standard 45 day cycle ___ statutory/legal or Ready Payments (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.) **This Agreement (Number 112385) is between MassDOT and the Town of Halifax which is participating in the Statewide Complete Streets Program. The funds in this agreement will be for the Town of Halifax to develop a Complete Streets Prioritization Plan (Tier 2).**

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 and MassDOT from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of **April 1, 2021**, 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 <http://transnet/docs/ComApp/MassDOTTermsandConditions.doc>, 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 SIGNATURE FOR THE CONTRACTOR:

X: Thomas Millias Date: 8/12/2020
(Signature and Date Must Be Handwritten At Time of Signature)

Print Name: THOMAS MILLIAS

Print Title: CHAIR SELECTMEN

AUTHORIZING SIGNATURE FOR MassDOT:

X: Patricia A. Leavenworth Date: 9/2/20
(Signature and Date Must Be Handwritten At Time of Signature)

Print Name: Patricia A. Leavenworth

Print Title: Chief Engineer

Project Number: X21T000118 P11

City/Town of: Hallifax

Contract Number: 112385

Contract Date: _____

Contractor Town of Halifax

Completion Date: 4/1/21

The Commonwealth of Massachusetts



**CONTRACT FOR
STATE HIGHWAY WORK**



Boston, Massachusetts

ATTACHMENT “A” SCOPE OF WORK

The Town of Halifax, MA has requested the services of Green Seal Environmental, Inc in order to develop a Complete Streets Project Prioritization Plan consistent with the Tier 2 municipal requirement of the Complete Streets Funding Program.

The Scope of Work shall contain specific activities, deliverables and timelines to be provided by Green Seal Environmental, as described below:

A. Activities to be performed in support of the development of a Complete Streets Project Prioritization Plan.

1. Compile existing data /studies from the local and regional planning, DPW, engineering and/or other sources to include, but not be limited to, the following information:
 - a. Capital Investment Plans
 - b. Roadway Maintenance Plan
 - c. Pavement Management System
 - d. Private Development Projects
 - e. ADA Assessments
 - f. Bicycle and Pedestrian Assessments
 - g. Roadway Safety Audits
2. Perform a Network Gap Analysis of the Town of Halifax’s current transportation system to assist in development of the prioritization plan.
3. Attend public meetings with residents and discuss the prioritization plan and existing concerns that could be alleviated with the Complete Streets program. Develop a GIS mapping system available for public input to assist in the development of the prioritization plan.
4. Complete a report describing methodology used including but not limited to evaluation criteria, project selection process and final project prioritization.

B. Deliverables

1. Prepare a Complete Streets Project Prioritization Plan Project Prioritization Plan utilizing MassDOT’s template that identifies at a minimum a **5-year prioritization plan** with up to at a minimum **15 potential projects** that focus on addressing the following Complete Street’s needs:
 - Safety: Addresses high crash locations, reduces vehicular speeds, etc.
 - ADA accessibility: wheelchair ramps added, etc.
 - Pedestrian safety or mobility: New/improved crosswalks, sidewalks/paths, pedestrian signals, etc.

- Bicycle safety or mobility: New bike lanes, wider shoulders, signal accommodation, bicycle parking, etc.
- Transit operations and access: Enhanced stop amenities, queue jump lanes, stop consolidation, etc.
- Vehicular operations
- Freight operations

2. Consistent with MassDOT's template, the Complete Streets Prioritization Plan will include:

- Preparation of preliminary project estimates to assist with programming construction funds.
- Preparation of estimated construction duration/schedules to assist with identifying Projects that can meet fiscal year deadlines.

C. Provide duration of work for the development of the Complete Streets Prioritization Plan.

- Green Seal Environmental Estimates that the project will kick off in January, 2020 and that the Complete Streets Prioritization Plan will be completed by the Round Two submission deadline of September 1, 2020.

SCOPING WORKBOOK Form 1.4 Summary Table

1 of 13

ATTACHMENT B
BUDGET

	<u>Pre-Construction</u> <u>Engineering</u>	<u>Totals</u>
a) Direct Salary Costs	\$ 13,364.12	\$ 13,364.12
b) Indirect Costs @ 155.00%	\$ 20,714.39	\$ 20,714.39
c) Net Fee @ 11.8%	<u>\$ 4,021.26</u>	<u>\$ 4,021.26</u>
Total Limiting Fee (a) + (b) + (c)	\$ 38,099.77	\$ 38,099.77
d) Total Direct Expenses		\$0
Maximum Payment Amount (a) + (b) + (c) + (d)		\$ 38,099.77

The limiting fees for the engineering services performed for each assignment by the Consultant shall be based on Payment Method 2 -Costs Plus a Net Fee.

The Consultant limiting fees for each assignment shall be determined through negotiations between the Department and the Consultant, using the negotiated workhours, the “Mean Rate” salaries shown on the HED-640 Forms included as part of the Budget, the above indirect costs rates, and a net fee rate of 11.8%.

Each of the above subtotals constitutes a separate and independent maximum payment amount/ figure. Billing below the maximum in one category does not increase the maximum allowable billing in another category. A transfer of funds from one category to another shall also require prior approval by the Department.

Consultant Name: GREEN SEAL ENVIRONMENTAL, INC
MassDOT Contract #:

Certified Employee Salary Schedule

Column 1	Column 2	Column 3	Column 4	Column 5
Employee Name	Company Classification	MassDOT Standardized Titles	Existing Employee Hourly Rate (\$)	Average Rate for Standardized Title (\$)
Heather A. Twiss	President	Principal in Charge	\$148.41	\$145.40
Laura Bugay	Vice President of Engineering P.E.	Project Manager	\$148.41	\$145.40
		Senior Engineer		
Courtney Beckwith	Project Engineer E.I.T.	Engineer	\$98.41	\$106.00
		Assistant Engineer		
		Engineering Technician		

I certify under the pains and penalty of perjury that the above employees, classifications and rates are correct.

Signature:
(hand written)

Date: 10/22/2019

Print Name: Heather A Twiss
Print Title: President

Complete Streets Program
Tier 2 – Request for Technical Assistance

1. Municipality requests funding under Tier 2 – Request for Technical Assistance capped at \$50K for the development of a Prioritization Plan.
 - a. Municipality must have adopted a Complete Streets Policy and had it scored at 80 or above by MassDOT, OR
 - b. Municipality must submit letter of intent in which they agree to pass a policy within that fiscal year or before filing for Tier 3 funding. Sample letter will be available for download.
2. MassDOT will require a Scope of Work and estimate for prior to developing the Agreement.
 - a. Scope will be available for download as it will be standard for all municipalities. The format for the development of a prioritization plan will be established by MassDOT.
 - b. Estimate from consultant must include the HED 640 forms as well as having had a current FAR audit and approval by the A&E Board.
3. MassDOT then reviews internally the scope and estimate prior to moving forward with the contract development.
4. MassDOT gets a Contract number through PINFO.
5. MassDOT begins to create the agreement
 - a. A boilerplate agreement will be developed and used (See attached)
 - b. Fiscal documents are generated to include:
 - i. 681 – Budget Forms
 - ii. CT Forms – Accounting Forms
 - c. A PARS number is requested
 - d. A budget is created
 - e. A consultant overhead rate is requested and received

Duration: up to 2 Weeks
6. Agreement is sent to municipality with Standard Contract Form.
 - a. Standard Contract form is filled out by municipality and returned with three (3) copies with “wet” signatures.
 - b. Signature Authorization Form is also sent out to be completed by municipality.
7. Authorization form and signed contract forms are returned to MassDOT.

Duration: up to 2 Weeks
8. MassDOT put package together to include:
 - a. Standard Contract Form
 - b. Authorization Form
 - c. Fiscal documents
 - d. Scope of Work
 - e. Budget
 - f. Standard Provisions Attachment I - Division I
 - g. Award Memo
9. Agreement package is sent to:
 - a. Budget
 - b. To be executed by MassDOT’s Authorized Signatory
10. Fiscal receives contract and all fiscal documents
 - a. Information is entered in MMARS which places the money into the accounting system
 - b. Approval remains “in-house” as the dollar total has been capped at \$50K for TA and \$400K for construction.
11. Contract and Records receives all documents and issues Notice to Proceed (NTP)
12. Reimbursements are managed through our District State Aid Engineers using the same format for reimbursement under Chapter 90.

Duration: up to 4 Weeks

Complete Streets Program
Tier 2 – Request for Technical Assistance

Agreement Number: 112385

Executed Date: _____, 201__

Municipality: Haliafx, MA

Project: Complete Streets Prioritization Plan

This Agreement made and entered into by and between the MASSACHUSETTS DEPARTMENT OF TRANSPORTATION (hereinafter called MASSDOT) and the CITY/TOWN OF Halifax, MA (hereinafter called the MUNICIPALITY), and

WHEREAS, the MUNICIPALITY has procured the services of the consulting firm of Green Seal Environmental, Inc. (hereinafter called the DESIGN ENGINEER) to provide Technical Assistance for the development of the Tier 2 Prioritization Plan (hereinafter called the PLAN) in accordance with the Complete Streets Program, and

WHEREAS, MASSDOT has prequalified the DESIGN ENGINEER to perform the required Work through its Architects & Engineers Review Board (A&E Board), see "Exhibit C", and whereas all design firms used by the MUNICIPALITY must have current Federal Acquisition Regulations (FAR) audit on file with Audit Operations, and

WHEREAS, the PROJECT is to be financed by funds provided by the MassDOT's Highway Operating funds in accordance with appropriation 6121-1318, and WHEREAS funding will be distributed through MassDOT Chapter 90 program.

NOW THEREFORE, in consideration of the premises and mutually dependent covenants herein contained, it is hereby agreed between the parties hereto as follows:

DIVISION OF WORK

The MUNICIPALITY shall provide by its own DESIGN ENGINEER, who shall develop the Complete Streets Prioritization Plan in accordance with the attached Scope of Work, labeled "Attachment A".

Any and all approvals made by MASSDOT during for the approval of the said Plan shall not relieve the MUNICIPALITY's responsibility for design errors and omissions as specified under this agreement.

In addition, all work shall be done in accordance with the policies of MASSDOT. The DESIGN ENGINEER's contract with the MUNICIPALITY shall adhere to MASSDOT's Standard Provisions, dated May 2013, as applicable and noted within the body of this agreement as "Attachment I".

DIVISION OF EXPENSE

The COMMONWEALTH will reimburse the MUNICIPALITY of total cost of \$38,000 in accordance with the Manhour Estimate, labeled "Attachment K" where the estimate shall not exceed \$50,000.00. This maximum obligation

Complete Streets Program
Tier 2 – Request for Technical Assistance

was negotiated between representatives of MASSDOT and the MUNICIPALITY. All costs incurred shall be approved by MASSDOT prior to reimbursement by the COMMONWEALTH. Any costs in and above this amount shall be borne by the MUNICIPALITY.

For all services to be performed under this Agreement, the MUNICIPALITY shall be compensated in accordance with the costs plus a net fee payment method. The maximum amounts to be paid under this Agreement are indicated in "Attachment B".

Extra work, change orders, additional items that may arise as a result of any errors, omissions, or at the request of the MUNICIPALITY shall be considered non-participating costs and shall be borne by the MUNICIPALITY.

The MASSDOT Audit Operations has performed a prequalification audit on the DESIGN ENGINEER in accordance with 23 CFR, part 172. See "EXHIBIT E". As a result, the overhead billing rate shall be limited to a maximum of 155.0%. The said overhead rate on allowable indirect costs shall apply notwithstanding, any audit which indicates that higher indirect costs were actually incurred.

The following provisions shall supersede the relative paragraphs of the Standard Provisions ("Attachment I"):

- In no event shall the maximum amount to be reimbursed to the MUNICIPALITY under this Agreement exceed the maximum payment figures indicated in "Attachment B", final audit results notwithstanding, except by agreement of all parties.

No CADD machine time charges for computerized drafting or design shall be allowed under Direct Expenses. No markup will be allowed on Direct Expenses.

Direct Expenses in excess of the stated limit or amended limit, as well as any costs which are directly attributable to this Contract that are not pre-approved in writing as Direct Expenses, shall be considered to be unallocated costs and shall not be charged to overhead.

Reimbursable Direct Expenses for private mileage, meals, and lodging shall conform to the following limits:

1. Private Mileage – In accordance with present company policy and the Federal Travel Regulations, but limited to a maximum of \$57.5 cents per mile. Necessary tolls and parking fees will be considered included under said mileage limit.
2. Meals – In accordance with present company policy, and the Federal Travel Regulations, but limited to breakfast \$5.00 maximum, lunch \$10.00 maximum, and dinner \$20.00 maximum, except that the cost of meals related to trips made in the course of a normal work day shall not be reimbursed.
3. Lodging – Actual costs in accordance with present company policy, and the Federal Travel Regulations, but not to exceed \$125.00 per day, only when the work performed is greater than 50 miles from the

Complete Streets Program
Tier 2 – Request for Technical Assistance

Consultant's office or sub-consultant's office, and only when overnight lodging is required. All reimbursable expenses are to be accompanied by a receipt.

The Administration costs incurred by the MUNICIPALITY for the said PLAN are not eligible for reimbursement.

It is understood that rates and cost components used in the estimate are not intended for use as reimbursable billing rates or costs in lieu of actual costs supported by the MUNICIPALITY's accounting records.

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. Costs will be determined in accordance with Federal Acquisition Regulations (FAR).

METHOD OF PAYMENT TO THE MUNICIPALITY

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

Section 2. Upon the completion of the PLAN 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 by the Federal Highway Administration), and final settlement will then be made between the MASSDOT 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 PLAN. 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 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.

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 (NTP) from MASSDOT.

Section 8.08 Submittals – Electronic Files

This Section of the Standard Provisions is modified by adding the following:

Complete Streets Program
Tier 2 – Request for Technical Assistance

The Consultant is required to provide accessible electronic deliverables. For purposes of this provision “accessible” shall be construed to mean accessible and usable by people with disabilities, including use with assistive technologies. For the purposes of this provision, the term “electronic deliverables” includes, but is not limited to any or all of the following: pamphlets, presentations, specifications, cost estimates, studies, reports, web pages and applications.

Deliverables, or components thereof, such as plans, drawings, schedules, field notes, measurements or calculations that cannot reasonably be made accessible will be exempt from these requirements, subject to review and approval by MASSDOT. Compliance with the following standards (“Accessibility Standards”) is required to ensure accessibility of electronic deliverables:

Web Content Accessibility Guidelines (WCAG) 2.0 Level AA -- <http://www.w3.org/TR/WCAG20/>

and when applicable:

Enterprise IT Accessibility Standards -- <http://www.mass.gov/anf/research-and-tech/policies-legal-and-technical-guidance/it-policies-standards-and-procedures/ent-pols-and-stnds/accessibility-standards/enterprise-it-accessibility-standards.html>

Prior to delivery, the Consultant is responsible for confirming deliverable compliance with the Accessible Electronic Deliverable Requirements (refer to the Guidelines that follow). The Consultant shall be responsible for curing each instance of non-compliance identified by MASSDOT with the foregoing accessibility requirements at no additional cost.

Guidelines for Creation of Accessible Electronic Deliverables

Web accessibility means that people with disabilities can perceive, understand, navigate, and interact with the Web. It encompasses all disabilities that affect access to the Web, including visual, auditory, physical, speech, cognitive, and neurological disabilities along with changing abilities due to aging or other conditions.

A document is considered accessible if all users, with or without disabilities, can read and understand all the information it contains. Every user should be able to:

- Understand the document’s structure,
- Navigate to and within sections of the document,
- Read and understand the document’s contents, including narrative, images, and data tables, and
- Interact with forms.

Minimum Requirements

Authors should employ the following techniques, at a minimum, to create accessible documents:

- Provide text alternatives for images

Complete Streets Program
Tier 2 – Request for Technical Assistance

- All images and figures require alternative text that serves as a replacement for the image. A person unable to see the image should be able to understand the content and meaning for its use from this text.
- Alternative text should be no longer than 50 characters; if a longer description is required it should be in the document text. Do not use images of text.
- Ensure correct reading order
 - Ensure that content is formatted in the correct order on the page so that it reads correctly and does not jump around the page when using Assistive Technology (AT).
 - Avoid using tables for layout and avoid the use of call-out boxes for unique information.
- Provide headings
 - Use heading levels to indicate the document outline levels (e.g., h1 followed by h2, h2 followed by h2 or h3, etc.) this allows Assistive Technology (AT) to scan the page.
- Provide links and link text
 - Make sure that hyperlinked text makes sense when read out of context. For example, avoid "click here" and use the name of a document/Website or other indication of where you are taking the reader.
 - Use footnotes instead of using the URL as the link text when you need it to appear in print.
- Set the default language
 - Every document should have a language set in the document properties section.
- Lists
 - Create lists of related items using the provided list elements (bullets or numbers) and formatting in the software program. These elements will be recognized by AT.
- Tables
 - Use the provided functionality in the software program to create tables, providing a title/caption and identifying row and column headers, so the content can be read correctly.
- Color and contrast
 - Color should not be used as the sole indication of meaning, such as using bold or red text as the only way to indicate required information. (An asterisk is always used in this case.)
 - Ensure that font and background colors have sufficient contrast so they can be read.

In addition, scanned documents converted to PDF are not accessible. Scanned documents should be converted to text using optical character recognition technology.

PDF use on websites is addressed by 23 different Techniques for Web Content Accessibility

(<http://www.w3.org/WAI/GL/WCAG20-TECHS/pdf.html>) provided as guidance to achieve meeting the standards.

EXPIRATION DATE

This Agreement is set to expire on April 1, 2021. In the event that the MUNICIPALITY believes an extension of time is necessary, the MUNICIPALITY agrees to submit to MASSDOT a written request for an extension no later than 60 days prior to the termination date specified on the attached signature page. 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.

Complete Streets Program
Tier 2 – Request for Technical Assistance

The request will need to address the current expiration date, the proposed expiration date and any other information deemed necessary. An extension for this agreement after this date will not be granted and will be terminated.

EXHIBIT E

MassDOT's Audit Operations Unit has approved the overhead rate for Green Seal Environmental, Therefore, the overhead rate of 155.00 % is acceptable.



SFY2018PLUG06 - PARS Number Report

Project Manager : Paul Lawrence
Litchfield

Email : Paul.Litchfield@dot.state.ma.us

Phone : 8573689470

- PARS Number Request information						
A	PRC Approved	Advertised	Award	NTP	Completion	End Date
Project Number SFY2018PLUG06						
Project Description Complete Streets						
Project Type		Federal Improvement Type				
District		Location Statewide		MPO		
Federal Aid Project Number N/A						

B	Contract Number 112385	Start Date	End Date
	Vendor Name HALIFAX	08/20/2020	04/01/2021
	Assignment Number		
	Assignment Description		
	Federal Aid Project Number N/A		

C	Universal CIP ID # HW18000B83	MMARS Short Name HW18000B83-2
	CIP Priority Modernization	CIP Division HW - Highway
	CIP Program Complete streets	
	CIP ANF Item T062	(MMARS - Program Type)

D	Fixed asset determination : No	Asset Owner : City / Town
	FA description (FAPRO) :	Asset Type : INFRASTRUCTURE



SFY2018PLUG06 - PARS Number Report

Project Manager : Paul Lawrence
Litchfield

Email : Paul.Litchfield@dot.state.ma.us

Phone : 8573689470

- PARS Number and Activity by Funding Source											
Project Agreement #	Funding Source	Major Program Category	Major Program	Program	Phase	Amount	Non-Participating Activities	Participating Activities	Status	Status Date	Remarks
NFA	SB - SB STATE BONDS					\$38,000.00					
NFA	Materials and others	DOTH	HSRBFN	X21T000118	P11	\$38,000.00	009N,010N,011N,012N,020N,021N,022N		Active	08/20/2020	

Activity Code	Activity Name	Activity Description
009	Engineering Administration and Supervision	Salaries and expenses of engineering personnel who act in an administrative and/or supervisory capacity and whose time cannot be directly allocated to any other activity. Major examples: salary and expenses of Chief Engineer, Deputy Chief Engineers, District Highway Engineers and engineering heads and their principal engineering assistants.
010	Non-Engineering Administrative and Supervision	Salaries and expenses of all non-engineering personnel who act in an administrative and/or supervisory capacity and whose time cannot be directly allocated to any other activity.
011	Accounting, Auditing and Budgeting	Salaries, expenses, supplies and other expenditures incurred by personnel engaged in accounting, internal and field auditing and budgeting.
012	Blueprinting, Photo Reproduction and Other Duplicating	All expenses incurred in blueprinting, photographic reproduction and other duplicating processes. This covers work done by both Department employees and private concerns.
020	Aerial Surveys, other Initial Studies and Reconnaissance	All expenditures incurred in connection with initial studies and reconnaissance activities on proposed construction projects, including aerial survey contracts for this purpose. This account covers both field and office activities of this type.
021	Location and Survey	All expenditures incurred in connection with preliminary field surveys on proposed construction projects. Private survey parties engaged on this type of work shall also be charged to this activity. Test borings and traffic engineering in connection with the above are also included in this activity.
022	Preparation of Plans, Specifications, Designs and Preliminary Estimates	All expenditures incurred in preparing plans, profiles, cross sections and related data required prior to the completing of the design of a proposed construction project; the preparation of specifications for such project, the preparation of designs and preliminary estimates for a proposed construction project including outside consultants engaged in this type of work. Layout work prior to the issuance of Right of Way Engineering Work Order should also be charged to this activity. See activity Code 099 for maintenance projects.

**Acts
2009**

**CHAPTER 25 AN ACT MODERNIZING THE TRANSPORTATION SYSTEMS
OF THE COMMONWEALTH**

Whereas, The deferred operation of this act would tend to defeat its purpose, which is forthwith to reorganize and restructure transportation agencies in the commonwealth to help address anticipated funding deficiencies, therefore it is hereby declared to be an emergency law, necessary for the immediate preservation of the public convenience.

*Be it enacted by the Senate and House of Representatives in General Court assembled,
and by the authority of the same as follows:*

SECTION 8. The General Laws are hereby amended by inserting after chapter 6A the following chapter:-

Chapter 6C

MASSACHUSETTS DEPARTMENT OF TRANSPORTATION

Section 3. The department shall have all powers necessary or convenient to carry out and effectuate its purposes including, without limiting the generality of the foregoing, the power to:

(37) enter into agreements with public and private entities that deal primarily with transportation and infrastructure development, in order to distribute and provide leveraging of monies or services for the purposes of furthering transportation development in the commonwealth and promoting overall economic growth within the commonwealth by fostering collaboration and investments in transportation initiatives in the commonwealth;

(40) disburse, appropriate, grant, loan or allocate funds for the purposes of investing in transportation initiatives as directed in this chapter;

Section 4. There shall be established and placed within the department a separate fund to be known as the Massachusetts Transportation Trust Fund which shall be used for financing transportation-related purposes of the Massachusetts Department of Transportation. The secretary shall be authorized to enter into agreements with the Massachusetts Bay Transportation Authority, the Massachusetts Port Authority, the regional transit authorities and, for so long as it shall continue to exist, the Massachusetts Turnpike Authority to commit any funds generated from fares, fees, tolls or any other revenue sources including, but not limited to, from federal sources of these authorities to the fund. There shall be credited to the fund all turnpike revenues and other toll and non-toll revenue collected by the department after assumption of the assets, obligations and liabilities of the Massachusetts Turnpike Authority, all tolls collected by the department after transfer of the Maurice J. Tobin Memorial Bridge by the Massachusetts Port Authority to the department, all refunds and rebates made on account of expenditures on ways by the department, any revenues from appropriations or other monies authorized by the general court and specifically designated to be credited to the fund, any gifts, grants, private contributions, investment income earned on the fund's assets, all monies received by the department for the sale or lease of property, all monies received by the department in satisfaction of claims by the department for damage to highway and bridge safety signs, signals, guardrails, curbing and other highway and bridge related facilities, and other receipts of the department. Money remaining in the fund at the end of the year shall not revert to the General Fund.

The fund, which shall be under the control of the department and not subject to appropriation, shall be used as follows:

(j) for any other expense of the department necessary to carry out its purposes.

CHAPTER 90I COMPLETE STREETS PROGRAM

Section 1. (a) As used in this chapter, the following words, unless the context clearly requires otherwise, shall have the following meanings:-

"Certified municipality", a city or town that has been certified by the department pursuant to subsection (c).

"Complete streets", streets that provide accommodations for users of all transportation modes including, but not limited to, walking, cycling, public transportation, automobiles and freight.

"Department", the Massachusetts Department of Transportation.

"Program", the complete streets certification program.

(b) The department shall establish a complete streets certification program to encourage municipalities to regularly and routinely include complete streets design elements and infrastructure on locally-funded roads

(c) To be certified as a complete streets community, a municipality shall: (i) file an application with the department in a form and manner prescribed by the department; (ii) adopt a complete streets by-law, ordinance or administrative policy in a manner which shall be approved by the department and which shall include at least 1 public hearing; provided, however, that the by-law, ordinance or administrative policy shall identify the body, individual or entity responsible for carrying out the complete streets program; (iii) coordinate with the department to confirm the accuracy of the baseline inventory of pedestrian and bicycle accommodations in order to identify priority projects; (iv) develop procedures to follow when conducting municipal road repairs, upgrades or expansion projects on public rights-of-way in order to incorporate complete streets elements; (v) establish a review process for all private development proposals in order to ensure complete streets components are incorporated into new construction; (vi) set a municipal goal for an increased mode share for walking, cycling and public transportation, where applicable, to be met within 5 years and develop a program to reach that goal; and (vii) submit an annual progress report to the department. Certified municipalities shall be eligible to receive funding pursuant to the program.

(d) This section shall take effect in a city with a Plan D or Plan E charter, by a vote of the city council upon submission by the city manager and in all other cities by a vote of the city council with the approval of the mayor and in a town with a town council, by vote of the town council and in all other towns, by a vote of the town meeting.

(e) The department shall adopt rules, regulations or guidelines for the administration and enforcement of this section including, but not limited to, establishing applicant selection criteria, funding priority, application forms and procedures, grant distribution and other requirements.

(f) The governor shall appoint an advisory committee to assist the department in developing the rules, regulations or guidelines for the program, including the development of a model complete streets by-law or ordinance. The advisory committee shall consist of 12 persons to be appointed by the governor, 3 of whom shall be from different regional planning agencies in the Massachusetts Association of Regional Planning Agencies, 2 of whom shall be residents of gateway municipalities as defined in section 3A of chapter 23A and 1 of whom shall be from each of the following organizations: the Metropolitan Area Planning Council, the department of public health, the Massachusetts Municipal Association, Inc., the Massachusetts Bicycle Coalition, Inc., WalkBoston, Inc., the Livable Streets Transportation Alliance of Boston, Inc., and the Massachusetts Association of Chamber of Commerce Executives, Inc.

(g) The department shall annually, not later than April 1, submit a report detailing the program's progress during the previous calendar year to the clerks of the senate and house of representatives who shall forward the same to the joint committee on transportation and the joint committee on public health. The report shall be made available on the department's website.

Project Number(s)

Encumbrance Document ID			
Trans	Dept	Unit	Identification Number
CT	DOT	6433	INTF00X02021A0112385

681

8/14/2020

Funding Source

Capital ☐ Tolls Capital ☐ Tolls General ☐ Federal Grant ☐
Operating ☐ Tolls Operating ☐ Expendable Trust ☐

Approp No	Obj	Unit	Activity	Program	Phase	N/P	Amount Allocated
61211318	P01	6433					\$38,000.00
							\$38,000.00

Obligation By Fiscal Year for Multi-Year Contracts

	61211318	Total
2021	\$38,000.00	\$38,000.00
MMARS Total	\$38,000.00	\$38,000.00

Reason for Request: Complete Streets Tier 2

Contract #: 112385

Cost Reduction %:

Vendor ID & Address Code: VC6000191812 AD001

Current Year Savings:

Vendor Name: TOWN OF HALIFAX

Contract Location: HALIFAX

Contract Description: New Agreement with the Town of Halifax - Complete Streets Program Tier 2

Report Notes: Complete Streets Tier 2

Recommended by: Paul Litchfield 8/21/20
(Signature / Date)

Approved by: Marie Joyce Rose 08/21/20
(Signature / Date)

Completed by the Budget Office:

Expense Budget Entered By: [Signature] 08/21/2020
(Signature / Date)

Approved by: [Signature] 8 / 21 / 2020
(Signature / Date)

Completed by the FAPRO (Applies to Capital only):

Approved by: Kostandin THEODHORI 08/21/2020
(Signature / Date)

Document Name		TOWN OF HALIFAX #112385						[2415800]		
Document Description		Complete Streets Tier 2								
Document I.D.					MA Information					
Code	Dept	Unit	Document Identifier		Action	Code	Department	Identification Number	Vendor Line	
CT	DOT	6433	INTF00X02021A0112385		Entry	MA				
Header / Vendor Information										
Budget FY:		2021		Document Total:		\$38,000.00				
Fiscal Year:		2021		Vendor Name:		TOWN OF HALIFAX				
Period:		2		Vendor Address:			499 PLYMOUTH ST		City: HALIFAX	State: MA
Board Award:		0112385		Vendor/Customer No.:		VC6000191812				
Requester ID:		dotd2a		Address Code:		AD001				
Report Note:		Complete Streets Tier 2			Comment:					
Line #1- Commodity Information										
Commodity Code		721317000000		List Price				Description		Complete Streets Tier 2
Line Type		Service		Unit Price				Contract Amount		\$38,000.00
Quantity				Service From				Commodity Ref. Line		
Unit of Measure				Service To		04/01/2021				
Line #1- Accounting Information										
Event Type		PR05		Budget FY		2021		Unit		6433
Line Amount		\$38,000.00		Fiscal Year		2021		Object		P01
Dept		DOT		Period		2		Appropriation		61211318
Line Description		Complete Streets Tier 2			Dept Object				Function	

TO THE COMPTROLLER OF THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify under the penalties of perjury that all laws of the Commonwealth governing disbursements of public funds and the regulations thereof have been complied with and observed.

FOR FISCAL USE ONLY

Entered By: _____ Date: _____ Verified By: _____ Date: _____
 (Initial) (Initial)

Print Name: Paul Litchfield Signed: Paul Litchfield Title: PC III Phone Ext.: 9470 Date: 8/21/20
 Prepared by

Print Name: Marie Joyce Rose Signed: Marie Joyce Rose Title: Director of Project Management Phone Ext.: 9333 Date: 08/21/20
 Authorized Signatory

Massachusetts Department of Transportation
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May
2004



CONTRACTOR LEGAL NAME: Town of Halifax
CONTRACTOR VENDOR/CUSTOMER CODE: VC6000191812

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
THOMAS MILLIAS	CHAIRMAN BOARD OF SELECTMEN

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.

Thomas Millias
Signature

Date: 8/12/2020

Title: Chair, Board of Selectmen Telephone: 781-294-1316

Fax: 781-294-7684 Email: CS-eelig@town.halifax.ma.us

[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.

Massachusetts Department of Transportation
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May

2004



CONTRACTOR LEGAL NAME: Town of Halifax
CONTRACTOR VENDOR/CUSTOMER CODE: VC6000191812

PROOF OF AUTHENTICATION OF SIGNATURE

It is a requirement of MassDOT to obtain authentication of signatures
for all signatories listed on the attached 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 Thomas Williams

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

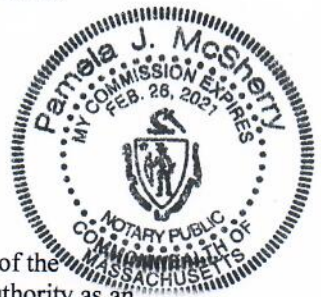
AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, Pamela J. McSherry (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:

August 12, 2020.

My commission expires on: 2/26/2021

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