



Deval L. Patrick, Governor
Richard A. Davey, Secretary & CEO

massDOT
Massachusetts Department of Transportation

April 9, 2014

Mr.
Town of []
3650 Hancock Road
MA 01237

Dear Mr.

Given the extraordinary winter season the Commonwealth faced this past year and the serious toll it took on our roads, we are pleased to announce a "Winter Rapid Recovery Road" program designed to benefit all 351 cities and town across the Commonwealth. Governor Patrick has approved \$40 million for a statewide program. We are designating \$30 million of that as direct aid, as apportioned via the Chapter 90 formula, for cities and towns and \$10 million for improvements to state roads.

MassDOT is issuing a one-time contract allowing the **Town of** [] the draw down of \$ [] for the reimbursement of specific purpose road and road facility repairs resulting from this harsh winter. Eligible projects include (a) patching of potholes, cracking and other surface defects, including paving projects, (b) repair and or replacement of signage, guardrail, storm grates, or road striping or painting, or (c) projects identified through written agreement between the MassDOT Highway Division District Office and the **Town of** []

The contract requires obligation of funds for specific projects no later than June 30, 2014 with the expectation that the projects and all related expenditures are completed by September 30, 2014. There will be no exceptions to the "use it or lose it" provisions of this agreement. The intent of the program is to help cities and towns make immediate and necessary repairs to your roadway network during this construction season.

Should you have any questions, please call Paul Jay at (857) 368-9150 or Maria Conti at (857) 368-9144

Richard A Davey
Secretary and Chief Executive Officer

Ten Park Plaza, Suite 4160, Boston, MA 02116
Tel: 857-368-4636, TTY: 857-368-0655
www.mass.gov/massdot

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.

CONTRACTOR LEGAL NAME: (and d/b/a):		DEPARTMENT NAME: Massachusetts Department of Transportation	
Legal Address: (W-9, W-4,T&C):		MMARS Department Code: DOT	
Contract Manager:		Business Mailing Address: 10 Park Plaza, Boston, MA 02116	
E-Mail:		Billing Address: (if different):	
Phone:	Fax:	Contract Manager:	
Contractor Vendor Code:		E-Mail:	Phone:
Vendor Code Address ID (e.g. "AD001"): AD ____		Fax:	MMARS Doc ID(s):
(Note: The Address ID Must be set up for EFT payments.)		RFR/Procurement or Other ID Number:	
X NEW CONTRACT		CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only)		Enter Current Contract End Date <i>Prior</i> to Amendment: ____, 20 ____	
<input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department)		Enter Amendment Amount \$ ____ (or "no change")	
<input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget)		AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)	
<input type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation)		<input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget)	
<input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget)		<input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget)	
<input type="checkbox"/> Contract Employee (Attach Employment Status Form , scope, budget)		<input type="checkbox"/> Contract Employee (Attach any updates to scope or budget)	
<input checked="" type="checkbox"/> Legislative/Legal Exemption or Other (Attach authorizing language/justification, scope and budget)		<input type="checkbox"/> Legislative/Legal Exemption or Other: (Attach authorizing language/justification and updated scope and budget)	
The MassDOT TERMS AND CONDITIONS form (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract.			
COMPENSATION: (Check ONE option) The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for MassDOT/Commonwealth owed debts under 815 CMR 9.00.			
<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 <i>new</i> Total if Contract is being amended). \$ _____			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ____ % PPD; Payment issued within 15 days ____ % PPD; Payment issued within 20 days ____ % PPD. Payment issued within 30 days ____ % PPD. If PPD percentages are left blank, identify exemption: ____ statutory/legal or Ready Payments (G.L. c. 29, § 23A); ____ federal grant/trust; <input checked="" type="checkbox"/> initial payment (subsequent payments must be scheduled to support payee cash flow needs and standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy .)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation.) This agreement is for the Winter Rapid Recovery Road Program (WRRRP)			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations			
<input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below subject to any required approvals) and no obligations have been incurred prior to the Effective Date .			
<input type="checkbox"/> 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 .			
<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 and MassDOT from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2014</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 makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the MassDOT Terms and Conditions, this Standard Contract Form including the Instructions and Contractor Certifications , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATORY FOR THE CONTRACTOR:		AUTHORIZING SIGNATORY FOR MassDOT:	
X: _____, Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)		X: _____, Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)	
Print Name: _____		Print Name: _____	
Print Title: _____		Print Title: _____	



Winter Rapid Recovery Road Program (WRRRP)
Rules and Regulations
April 9, 2014

1. **Eligible projects** include (a) patching of potholes, cracking and other surface defects, including paving projects, (b) repair and or replacement of signage, guardrail, storm grates, or road striping or painting, or (c) projects identified through written agreement between the MassDOT Highway Division District Office and the specific city or town.
2. We have enclosed **A MassDOT Standard Contract Form**. The highlighted items must be completed, signed and **returned within one week of receipt**.
3. Under the WRRRP, determination of the amount of the funds **allocated** for each city and town is based upon the parameters of the Ch 90 program; Road Miles, Population, and Employment. Please note neither the WRRRP nor any expenses incurred to be reimbursed under the WRRRP fall under the Chapter 90 program.
4. Monies for each specific city or town will be encumbered by MassDOT. This results in the monies being **obligated** on The Commonwealth's accounting system for the purpose of effecting the reimbursement of bills paid by the cities and towns for projects as delineated above.
5. Projects must be **physically completed** by June 30, 2014.
6. Copies of invoices from the communities, along with evidence of payment **to contractors, must be received** by the respective District Office State Aid Engineers by August 1, 2014. District Offices will then process the reimbursement paperwork through MassDOT Headquarters. These invoices must be clearly marked as "WRRRP Eligible." Invoices received at the District Offices after August 1 will not be reimbursed.
7. If the total amount of invoices submitted to MassDOT for the WRRRP is less than the total funds allocated, the remainder of this funding is lost and will be de-obligated. This is the "Use it or Lose it" rule.
8. Cities and Towns will be **reimbursed by September 30th** for their expenditures pertaining to the WRRRP program up to the specified amount as per the Secretary's letter of April 9th.