



William J. Cass, P.E.
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

26



David Rodrigue, P.E.
Assistant Commissioner
Andre Briere, Colonel, USAF (RET)
Deputy Commissioner

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

Bureau of Traffic
January 7, 2025

REQUESTED ACTION

The Department of Transportation, Bureau of Traffic, requests authorization to enter into a **Sole Source** agreement with the University of Massachusetts Lowell (UML), Vendor #177576, in the amount of \$180,000. The agreement provides services for developing, integrating, and deploying an advanced traffic and environmental monitoring system based on inductive loop signature technology (I-LST). Sensors are installed at signalized intersections and toll plazas and will collect traffic, vehicle classification, and environmental data to enhance safety, review freight management, inform pavement design, and potentially collect environmental air quality data.

This agreement is effective upon Governor and Council approval through March 14, 2026. 100% Federal Funds.

Funding is available based on the following:

FY 2025

04-096-096-960515-3009
Bureau of Traffic
046-500464 Gen Consultants Non-Benefit \$180,000

This SMART (Strengthening Mobility and Revolutionizing Transportation) grant-funded project for the Bureau of Traffic of the Department of Transportation aims to utilize the inductive Loop Signature Technology (i-LST) to build and demonstrate a Smart, Connected, and Interoperable Traffic Monitoring System by retrofitting existing Inductive Loop Detectors (ILDs). The proposed solution will provide the New Hampshire Department of Transportation (NH DOT) with advanced traffic data, roadway sensors' health data, and air quality data for data-driven decision-making. Personal information is not collected and cannot be derived from the data being collected.

The request is **Sole Source** because UML is an essential contributor to this SMART grant proposal and possesses expertise in several critical areas for the project such as artificial intelligence (AI) and data analytics. The Principal Investigator (PI) at UMass Lowell is a recognized authority in these fields, as demonstrated by his research publications and practical projects. He also serves on the Transportation Research Board's AI and Advanced Computing Applications Committee. Additionally, UMass Lowell offers a robust transportation engineering program for students at the undergraduate, master's, and Ph.D.

levels. Since the SMART program places considerable emphasis on workforce training, UMass Lowell is a strong fit, particularly because of its proximity to New Hampshire and the significant number of its students from the state of New Hampshire.

The Department has verified that the necessary funds are available. The contract has been approved by the Attorney General as to form and execution. Copies of the fully executed contract are on file at the Secretary of State's Office and the Department of Administrative Service's Office, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

Your approval of this resolution is respectfully requested.

Sincerely,

A handwritten signature in black ink that reads "William Cass". The signature is written in a cursive, flowing style.

William J. Cass, P.E.
Commissioner

Attachments

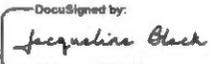
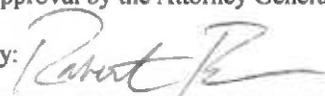
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name Department of Transportation		1.2 State Agency Address 7 Hazen Drive Concord, NH 03301	
1.3 Contractor Name University of Massachusetts Lowell		1.4 Contractor Address 600 Suffolk Street, Suite 415 Lowell, MA 01854	
1.5 Contractor Phone Number 978-934-4750	1.6 Account Unit and Class 04-96-96-960515-3009	1.7 Completion Date 03/14/2026	1.8 Price Limitation \$180,000
1.9 Contracting Officer for State Agency Michael O'Donnell, P.E.		1.10 State Agency Telephone Number 603-271-2292	
1.11 Contractor Signature  <small>DocuSigned by: 274A10E0227D4F4...</small>		1.12 Name and Title of Contractor Signatory Jacqueline Black Sr. Executive Director Office of Sponsored Programs & Research Integrity	
1.13 State Agency Signature 		1.14 Name and Title of State Agency Signatory Susan Klesen Director of Operations	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: February 26, 2025			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. **SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. **EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. **CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. **CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance

hereof, and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

6. **COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. **PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage from covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

26. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Service Contract (Form P-37)

University of Massachusetts-Lowell (UML)

EXHIBIT A: Special Provision(s)

The preceding terms of the Agreement are replaced and/or modified as set forth on this EXHIBIT A. If and to the extent any of provisions set forth on this EXHIBIT A conflicts with any of the preceding terms of this Agreement, the following shall govern and control.

Paragraph 13 of the Agreement is amended and replaced as follows:

13. **INDEMNIFICATION.** Contractor, as a state agency of The Commonwealth of Massachusetts, is prohibited from indemnifying another party absent a two-thirds vote of the Massachusetts Legislature. Contractor agrees to be liable for the negligent acts or omissions of its employees acting within the scope of their employment under the Massachusetts Torts Claims Act, MGL c. 258. The Contractor shall require any consultants/ subcontractors Contractor hires to perform any activities of Contractor encompassed by this Agreement (the "Agent/ Subcontractor") to carry sufficient liability insurance to adequately cover its risks arising from or related to actions performed in connection with this Agreement. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's or The Commonwealth of Massachusetts' sovereign immunity, which immunity is hereby reserved to the State or The Commonwealth of Massachusetts. This covenant in paragraph 13 shall survive the termination of this Agreement.

Subparagraphs 14.1, 14.1.1, 14.1.2, and 14.2 of the Agreement are amended and replaced as follows:

14.1 The Contractor shall carry insurance in the amounts sufficient to meet its obligations under this Agreement.

Paragraph 19 and subparagraphs 19.1 and 19.2 of this Agreement are hereby amended and replaced as follows:

19. **CHOICE OF LAW AND FORM.**

19.1 Choice of Law. [Reserved]

19.2. Forum. The Parties agree to meet and confer to resolve any dispute regarding this Agreement. If a resolution cannot be reached, the Parties agree to use a mediator to aid resolution of the dispute. Actions regarding the State or Contractor which arise out of this Agreement, including actions for the breach or alleged breach of this Agreement by the State or Contractor, shall not be submitted to binding arbitration.

EXHIBIT B: Services to be performed or provided

- **Data Collection and Analysis** - Lead task of data collection and analysis, to include attendance at onsite training on how to properly ground-truth VSign data using video data.
- **System Evaluation** - Lead task of performing a comprehensive evaluation of the proposed system to quantify its benefits, identify successes and limitations as requested by the SMART grant, and provide critical data for justifying a larger scale deployment in Stage 2.
- **Workforce Development** - Prepare training materials and provide training to NHDOT, MPO/RPCs, and UML students on how to use the system's data and tools, and maintain the system.
- **Data Management and Grant Reporting** - Assist in the preparation of required preliminary and final reports, to include data management and evaluation plans, summarizing progress and outcomes of the Stage 1 project, and to propose the scope of work for Stage 2.

EXHIBIT C: Budget and Method of Payment

Budget for services is \$180,000.00. (See accompanying Contract Rate Sheet)

UMass Lowell's standard terms of payment is monthly cost-reimbursable invoices, Net 30 days.



University Crossing
220 Pawtucket Street, Suite 400
Lowell, MA 01854-5120
tel. 978-934-3185
fax: 978-934-3000
email: Steven_Oriordan@uml.edu

Steven H. O'Riordan
Vice Chancellor

OFFICE OF FINANCE AND OPERATIONS

January 25, 2023

Lisa Calise
Senior Vice President for Administration & Finance
and Treasurer
University of Massachusetts
One Beacon Street, 31st Floor
Boston, MA 02108

Dear Lisa,

In accordance with the University of Massachusetts Procurement Policy, attached is an updated delegation of signature authority for the UMass Lowell campus.

If you have any questions regarding this matrix, please feel free to contact me.

Sincerely,



Steven H. O'Riordan,
Vice Chancellor for Finance and Operations

UNIVERSITY OF MASSACHUSETTS LOWELL
CHANCELLOR'S DELEGATION OF SIGNATURE AUTHORITY*
 (Non-Personnel)

 Name	Professional Services performed by Consultants (1)	Contracts for labor and materials (Construction - M.G.L. c. 149 and M.G.L. c. 30, §39M) (2)	Lease of University Real Property to Others ≤ 5 years (3) (4)	Lease of Third Party Equipment & Real Property (3)	Sponsored Programs Grants - Applications, Proposals, Awards, MOU's, CDA's, MTA's, ISA's	Non-Sponsored Programs Licenses, ISA's, MOU's, non-research CDA's (5)	Operational Services
Chen, Julie Chancellor	No Limit	No limit	No Limit	No Limit	X	X	No Limit
Black, Jacqueline Executive Director, Office of Research Administration	≤\$50,000				X		
Evans, Brenda (6) Dean of Student Affairs & Wellness	≤\$50,000						
Hartman, Joseph Provost & Vice Chancellor of Academic & Student Affairs	≤\$50,000				X	X	
Hoole, Thomas Chief Procurement Officer	≤\$300,000	≤\$3,000,000	No Limit	No Limit		X	No Limit
Kohl, James (6) Dean, Student Affairs & Enrichment	≤\$50,000						
Maglia, Anne Vice Chancellor, Research & Innovation	≤\$50,000				X	X	
Miliano, Thomas Associate Vice Chancellor Admin Svs and EEM	≤\$50,000						
Nolan, Gary Associate Director Facilities Management	≤\$100,000	≤\$250,000		≤\$100,000			\$100,000
O'Riordan, Steven Vice Chancellor Finance & Operations	No Limit	No limit	No Limit	No Limit	X	X	No Limit
Parquette, Arlene Associate Vice Chancellor for Industry Partnerships and Economic Development	≤\$50,000					X	
Puryear, Susan Associate Vice Chancellor for Research Administration, Integrity and Development	≤\$50,000				X		

* Delegation of Signature Authority does not supersede procurement requirements of BOT Policy T92-031, Appendix A. Enforcement of BOT Policy is delegated to Chief Procurement Officer.

- (1) General Counsel must review all agreements > \$100,000. UPST will provide prior notice to President's Office of all Consultant Services >\$300,000.
- (2) All construction projects > \$250,000 require DCAM/UMBA management or delegation (case by case under \$2M)
- (3) Agreements relating to any interest in real property-require General Counsel review.
- (4) Any Lease of University Real Property exceeding 5 years requires President approval.
- (5) CIO must review all Information Technology requisitions in accordance with BOT Policy T08-086.

UNIVERSITY OF MASSACHUSETTS LOWELL
CHANCELLOR'S DELEGATION OF SIGNATURE AUTHORITY*
(Non-Personnel)

(6) Those related to Student Activities under limits designated by the V.C. for Finance & Operations

CDA: Confidentiality Disclosure Agreement (CVIP)
MTA: Material Transfer Agreement (CVIP)
ISA: Interdepartmental Service Agreement
MOU: Memorandum of Understanding

Updated 1/25/2023



University of Massachusetts

Amherst • Boston • Dartmouth • Lowell • Medical • Law

Office of the President
50 Washington St
Westborough, Massachusetts 01581

Phone: 774-528-0355
Fax: 774-843-5736
www.massachusetts.edu

To Whom It May Concern:

The University of Massachusetts, as an entity of the Commonwealth of Massachusetts, is self-insured for Worker's Compensation in accordance with Chapter 152 of the Massachusetts General Laws.

If you have any questions or concerns, please contact me at 774-528-0355. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Joshua Tucker', written in a cursive style with a long horizontal flourish extending to the right.

Joshua Tucker
Insurance Risk Analyst

UML Labor and Other

Labor		Category	Hourly Rate	Total Hours / # of trips	Extended
Labor	YX	PI - Year 1	\$ 106.92	178.75	\$ 19,111.27
	YX	PI - Year 2	\$ 111.19	211.25	\$ 23,489.48
	TBD	Graduate Student - Academic - Spring 2025	\$ 34.65	333	\$ 11,537.48
	TBD	Graduate Student - Academic - Fall 2025	\$ 37.07	333	\$ 12,345.10
	TBD	Graduate Student Summer	\$ 34.65	216.45	\$ 7,500.00
	TBD	Part-Time Graduate Student 1	\$ 34.65	424.24	\$ 14,700.00
	TBD	Part-Time Graduate Student 2	\$ 34.65	290.91	\$ 10,080.00
	Subtotal				

Summary (rounded to nearest dollar)

	Amount	Rate
Labor	\$ 98,763.00	
Fringe	\$ 1,580.00	2.11%
Fringe	\$ 2,730.00	11.43%
Indirect	\$ 58,236.00	56.50%
Total	\$ 161,309.00	

	Amount	Rate / Notes
Travel	\$ 5,489.00	
Supplies	\$ 1,342.00	
Indirect	\$ 3,859.00	56.50%
Tuition	\$ 8,000.00	
Subtotal	\$ 18,691.00	
Total	\$ 180,000.00	M7 +17%