

Massachusetts Department of Transportation - Highway Division
Agreement

Originating Office: Utilities	Agreement #: 114400
Agreement Type: Non-Participating Agreement	Project ID: 606463
Project/Location: Reconstruction & Minor Widening on Conway St, Summer St, South Street	
Vendor/Party Name: Town of Buckland	
Vendor/Party Address: 17 State Street	
Shelburne Falls, MA 01370	
Orig. Max. Obligation: \$0.00	Completion Date/Duration Open
NTP Date: 5-28-21	Federal Aid No.

Description:

Attached is the Non-Participating Agreements between the MassDOT and the Town of Buckland relative to certain roadway improvements, in conjunction with the subject project. Note, that by execution of this agreement, the Town will be responsible to pay for the actual bid costs for the items noted within the agreement. Following approval, one (1) copy should remain in the files of MassDOT and one (1) copy should be forwarded to the address above, attention: Dena Wilmore- Select Board Chair

GR/kg
cc: Utilities, Construction, District 1 –Robert Norcross

Kostandin THEODHORI 05/25/2021

Submitted By:

Guy Rezendes

Digitally signed by Guy Rezendes
Date: 2021.05.20 10:59:58 -04'00'

State Utility Engineer Date

Brian M. Kelleher, Jr.

Digitally signed by Brian M. Kelleher, Jr.
Date: 2021.05.21 11:17:18 -04'00'

State Construction Engineer Date

N/A 05/24/2021

Budget Date

Leo F.
Mooney IV

Digitally signed by
Leo F. Mooney IV
Date: 2021.06.03
15:03:14 -04'00'

Contracts Manager Date

Approved By:

Patricia A. Leavenworth 5/28/21

Deputy Admin./Chief Engineer Date

Owen P. Kane 6/2/21

General Counsel Date

Not Required

Highway Administrator Date

Not Required

Secretary/CEO Date

Agreement Number: 114400

Agreement made this 28th of May 2021, by and between the MASSACHUSETTS DEPARTMENT OF TRANSPORTATION, hereinafter called "MassDOT", and the MUNICIPALITY OF Buckland hereinafter called the "Municipality".

WHEREAS, MassDOT proposes to Reconstruction and Minor Widening on Conway Street, Summer Street, South Street, and Conway Road in said Commonwealth, and

WHEREAS, the Municipality desires MassDOT, in conjunction with the Project, to make Reconstruction and Minor Widening. The contract items to install said improvements are attached and hereinafter called NON-PARTICIPATING WORK, and

WHEREAS, the plans and specifications for the said Project and the NON-PARTICIPATING WORK desired by the Municipality, meets with approval of the Municipality and are on file in records of MassDOT.

NOW THEREFORE, in consideration thereof, MassDOT and the Municipality hereby agree as to the apportionment of the work, the expense, ownership and future maintenance of the above-mentioned NON-PARTICIPATING WORK as follows:

DIVISION OF WORK

MassDOT, by its own contractor, will furnish on behalf of the Municipality necessary labor, materials, equipment and other services for the above-mentioned NON-PARTICIPATING WORK.

Preliminary estimates of items and quantities of work prepared by MassDOT which are necessary for the NON-PARTICIPATING WORK, is attached hereto and made a part hereof.

The terms of this agreement incorporate by reference the Project's construction contract special provisions and MassDOT's Standard Specifications for Highways and Bridges, as amended. The Municipality hereby agrees to be bound by any decision by MassDOT concerning the Standard Specifications and Special Provisions referenced.

Any and all approvals made by MassDOT during the Project's design review shall not relieve the Municipality's responsibilities for design errors and/or omissions that are related to the said Non-Participating Work.

DIVISION OF EXPENSE

In consideration of the benefits to be derived by the Municipality from the NON-PARTICIPATING WORK, the Municipality agrees to pay in amounts equal to the bid prices, of MassDOT's Contractor, for the actual quantities of the NON-PARTICIPATING WORK.

Pursuant to the applicable provisions of M.G.L. Chapter 44, the Municipality has appropriated or identified the funds necessary to construct the NON-PARTICIPATING WORK

The following costs relating to the above NON-PARTICIPATING WORK shall also be borne by the Municipality:

1. Extra work orders initiated at the request of the Municipality or its duly authorized official.
2. Claims for "changed conditions" pursuant to M.G.L. c.30§39N arising out of the NON-PARTICIPATING WORK. MassDOT shall promptly notify the Municipality upon receipt of such claims.
3. Interest charges on Contractor payments levied pursuant to M.G.L. c.30§39G.
4. Any and all construction increases that are related to the NON-PARTICIPATING WORK. The said cost increases shall include but -are not limited to (1) Extra work, (2) changed conditions, (3) traffic police, (4) item overruns, and (5) design errors and/or omissions.

Payments to be made by the Municipality are to be made directly to MassDOT's Contractor at such times and in such amounts as specified in written orders from MassDOT to the Municipality.

FUTURE MAINTENANCE

The Municipality's representative shall be made available to attend MassDOT's final inspection of the Project. When all punch items identified as part of the final inspection are addressed to the satisfaction of MassDOT, MassDOT shall notify the Municipality in writing that the Project has been completed. Upon such date of notification, the Municipality shall be responsible hereafter for the maintenance and preservation for said NON-PARTICIPATING WORK including any additional work items undertaken in accordance with this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

**MASSACHUSETTS
DEPARTMENT OF TRANSPORTATION**



PATRICIA A. LEAVENWORTH, P.E.
CHIEF ENGINEER

MUNICIPALITY OF BUCKLAND


(Signature)

DENA G WILLMORE
(Name-Printed)

CHAIR SELECT BOARD
(Title)

**Massachusetts Department of Transportation
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May
2004



CONTRACTOR LEGAL NAME:

CONTRACTOR VENDOR/CUSTOMER CODE: VC

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
Dena Willmore	Select Board, Chair

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.

Dena G. Willmore
Signature

Date: 4.22.2021

Title: Select Board,
Chair
Fax: n/a

Telephone: 413 625-6330

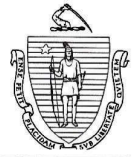
Email: townadmin@town.buckland.ma.us

[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:
CONTRACTOR VENDOR/CUSTOMER CODE: VC

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

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, _____ (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:

_____, 20 ____.

My commission expires on:

AFFIX NOTARY SEAL

I, Karen Blom (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:

May 13, 20 21.

AFFIX CORPORATE SEAL

TOWN OF BUCKLAND
MASSACHUSETTS



Agreement made this 4th of May 2021, by and between the Town of Buckland, hereinafter called the Town, and the Shelburne Falls Fire District / Water Department, hereinafter called the District.

Whereas, the Town will sign a non-participation agreement (DOT #114400) with the Massachusetts Department of Transportation, hereinafter called MassDOT, for the completion of certain improvements to the sewer and water systems as part of the TIP project #606463 Buckland – Reconstruction & Minor Widening on Conway Street, Summer Street, South Street, Conway Road to the Townline. The construction estimates of this combine work totals \$1,089,200.

Whereas, the engineer design specifications further reduce the amount of the work to be completed to water improvements to \$832,150.

Whereas, the Town agrees to authorize the non-participating work desired by the District in accordance with plans and specifications reviewed and supported by the District's superintendent and commissioners.

Whereas, the Town and the District hereby agree as the apportionment of the work, the expense, ownership and future maintenance of the above-mentioned non-participating work as follows:

DIVISION OF WORK

MassDOT, by its own contractor, will furnish on behalf of the Town and the District the necessary labor, materials, equipment and other services for the non-participating work.

Preliminary estimates of items and quantities of work prepared by MassDOT which are necessary for the non-participating work, is attached to this agreement. Actual costs may differ once the project is advertised for bid and bid results are recorded.

DIVISION OF EXPENSE

In consideration of the benefits to be derived by the District from the non-participating work, the District agrees to pay in amounts equal to the bid prices, of MassDOT's contractor, for the actual quantities of the non-participating work. Change orders initiated by the District shall be at the cost of the District.

The District agrees to appropriate or otherwise identify the funds necessary to construct the non-participating work in its FY22 budget. Further there is the understanding additional appropriations may be necessary in FY23.

Further, the District agrees to reimburse in a timely basis the Town for payments made to MassDOT on its behalf. The District will agree to leave no amount unreimbursed at the conclusion of each construction season and the Town and the District shall agree that all payments due to the Town will be completed by July 31st of each successive fiscal year.

Signed R. Dobson

Date 5/4/21

17 STATE STREET - BUCKLAND • SHELBURNE FALLS, MA • 01370
PHONE: (413) 625-6330 • FAX: (413) 625-8570