

Agreement Number: 114400

Agreement made this **11** 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 Willmore

(Name-Printed)

Chair, Select Board

(Title)

Office Estimate By Funding Breakouts

Project # : 606463
District : 1
Location : BUCKLAND
Description : BUCKLAND- RECONSTRUCTION & MINOR WIDENING ON CONWAY STREET, SUMMER STREET, SOUTH STREET & CONWAY ROAD
Funding Description : Other - Municipality (Non-Participating)

Item #	Item Description	Unit	Unit Price	Quantity	Total
210.	* SANITARY SEWER MANHOLE	EA	\$4,750.000	2	\$9,500.00
210.02	* SANITARY SEWER MANHOLE REMOVED	EA	\$1,250.000	3	\$3,750.00
221.	FRAME AND COVER	EA	\$800.000	13	\$10,400.00
223.2	FRAME AND GRATE (OR COVER) REMOVED AND DISCARDED	EA	\$150.000	11	\$1,650.00
250.06	* 6 INCH POLYVINYL CHLORIDE SANITARY SEWER PIPE	FT	\$100.000	30	\$3,000.00
250.118	* 18 INCH POLYVINYL CHLORIDE SANITARY SEWER PIPE	FT	\$125.000	820	\$102,500.00
250.124	* 24 INCH POLYVINYL CHLORIDE SANITARY SEWER PIPE	FT	\$125.000	1,010	\$126,250.00
253.12	* JACKING 12 INCH PIPE	FT	\$1,500.000	50	\$75,000.00
303.04	4 INCH DUCTILE IRON WATER PIPE (MECHANICAL JOINT)	FT	\$125.000	50	\$6,250.00
303.06	6 INCH DUCTILE IRON WATER PIPE (MECHANICAL JOINT)	FT	\$140.000	160	\$22,400.00
303.08	8 INCH DUCTILE IRON WATER PIPE (MECHANICAL JOINT)	FT	\$130.000	3,850	\$500,500.00
309.	DUCTILE IRON FITTINGS FOR WATER PIPE	LB	\$8.000	7,500	\$60,000.00
347.1	1 INCH COPPER TUBING TYPE K	FT	\$85.000	600	\$51,000.00
350.06	6 INCH GATE AND GATE BOX	EA	\$1,800.000	9	\$16,200.00
350.08	8 INCH GATE AND GATE BOX	EA	\$2,200.000	9	\$19,800.00
363.1	1 INCH CORPORATION COCK	EA	\$550.000	25	\$13,750.00
376.	HYDRANT	EA	\$5,000.000	5	\$25,000.00
376.2	HYDRANT - REMOVED AND RESET	EA	\$2,750.000	2	\$5,500.00
376.3	* HYDRANT - REMOVED AND STACKED	EA	\$750.000	4	\$3,000.00
384.	CURB STOP	EA	\$500.000	30	\$15,000.00
903.	3000 PSI, 1.5 INCH, 470 CEMENT CONCRETE	CY	\$750.000	25	\$18,750.00
Other - Municipality (Non-Participating) Total:					\$1,089,200.00
Office Estimate Grand Total :					\$7,782,162.30

* Non-Standard Item

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 worked 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. P. Dobson

Date 5/4/21

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