

Massachusetts Department of Transportation - Highway Division

Agreement

Amount Range: \$0 to \$100,000

Originating Office: Chief Engineer **Agreement #:** 125425

Agreement Type: Other: **Project ID:** X24MPP0260 - C11

Project/Location: Sandisfield - Municipal Pavement Program

Vendor/Party Name: Sandisfield

Vendor/Party Address: 66 Sandisfield Road, Suite 1, Sandisfield, MA 01255

Original Max. Obligation: \$0.00 **Completion Date/Duration:** 6/30/2025

NTP Date: 4/1/2024 **Federal Aid Number:** _____


Description:

Memorandum of Understanding with the Town of Sandisfield as a part of the MassDOT Municipal Pavement Program to conduct work on Route 57. No funds are being provided to the municipality for work being performed.

"Vendor Email Notification Not Required"

CC: Edward Bates, Community Grants Coordinator
Kristen Pennucci, Community Grants Administrator


Kostandin Theodhori 03/22/2024

Submitted By:

3-11-24
Community Grants Prgm. Administrator Date

Approved By:

4/1/24
Deputy Administrator & Chief Engineer Date

Date


4/2/24
General Counsel Date

N/R

Budget/C.E.P.O. Date

N/R

Highway Administrator Date


4/2/2024
Director of Contracts & Records Date

N/R

Secretary/CEO Date



Maura Healey, Governor
Kimberley Driscoll, Lieutenant Governor
Monica Tibbitts-Nutt, Secretary & CEO



AGREEMENT
NOTICE TO PROCEED

April 2, 2024

Town of Sandisfield
66 Sandisfield Road
Suite 1
Sandisfield, MA 01255

Agreement Number: 125425
Action Item #: 5
Action Item Date: April 3, 2024

Dear Jonathan Sylbert:

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

This agreement is relative to the Memorandum of Understanding regarding Municipal Pavement Program to conduct work on Route 57 in Sandisfield.

In accordance with the terms of this agreement, you are hereby notified to commence work on April 1, 2024. The work is scheduled to be completed on June 30, 2025.

Thank you,

Miguel A. Sanchez

Miguel A. Sanchez
Supervisor, Contracts & Records

MS/lr

cc: Fiscal
Contracts & Records

E-Mail: Edward Bates
Kristen Pennucci

Municipal Pavement Program Project Agreement

Agreement Number: 125425

This Municipal Pavement Program Agreement (“Agreement”) is entered into this 1st day of April, 2024, by and between the Massachusetts Department of Transportation, a body politic and corporate and a public instrumentality of the Commonwealth of Massachusetts duly established and existing pursuant to M.G.L. Chapter 6C, as amended, having a principal place of business at Ten Park Plaza, Boston, Massachusetts, 02116 (hereinafter called “MassDOT”, and the City/Town of Sandisfield, (the “Municipality”).

WHEREAS, MassDOT desires to assist Municipality by repairing or replacing the pavement along Route 57 a state number roadway owned by the Municipality in the County of Berkshire, in said Commonwealth; and

WHEREAS, the Parties have agreed to the Scope of work for said roadway construction described in Exhibit A (the “Project”); and

WHEREAS, the total estimated construction costs for the Project is \$1,520,300.68, as described in Exhibit B, (the “Preliminary Estimate Form”); and

WHEREAS, the Project is to be financed by funds provided by MassDOT through the Municipal Pavement Program, as authorized by the 2021 Transportation Bond Bill; and

WHEREAS, the Parties have reached an agreement as to the apportionment of work and expense necessary for the completion of the Project.

NOW THEREFORE, in consideration of the obligations contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, MassDOT and the Municipality hereby agree, each with the other, as follows:

1.0 DIVISION OF WORK

1.1 MassDOT

MassDOT shall provide by its own contractors and/or subcontractors (“Contractors”) all necessary labor, materials, and equipment and other services to construct said Project in accordance with the attached Scope of Work (Exhibit A), and the Preliminary Estimate Form (Exhibit B).

1.2 Municipality

Municipality shall be responsible for the following: (a) applying for and maintaining in full force and effect any and all permits and approvals required for the construction of the Project; (b) acquiring, in its own name, in accordance with applicable regulations and laws, all permanent and temporary rights of way necessary to support construction activities; and (c) performing all necessary community outreach activities needed to support construction including, but not limited to, abutter notifications, community meetings, and detour notifications.

2.0 DIVISION OF EXPENSE

2.1 MassDOT

MassDOT shall be responsible for all construction costs associated with the Project, except as provided in Section 2.2 below.

2.2 Municipality

Municipality shall be solely responsible for all costs and expenses associated with the acquisition of rights of way, permitting, and community outreach activities necessary to perform its obligations hereunder. Notwithstanding anything contained herein to the contrary, Section 2.2 shall survive any expiration or termination of this Agreement.

3.0 FINAL COMPLETION AND FUTURE MAINTENANCE

The Municipality's representative shall be made available to attend MassDOT's final inspection of the Contractors' work of the Project. When all punch-list items identified as part of the final inspection are addressed to the satisfaction of MassDOT ("Final Completion"), MassDOT shall notify the Municipality in writing that the Project has been completed. Upon such notification, the Municipality shall, at its own expense, continue to be solely responsible for the maintenance and upkeep of all property associated with the Project and the costs thereof.

4.0 EXPIRATION DATE AND TERMINATION

This Agreement will expire on June 30, 2025. This Agreement may also be terminated by mutual agreement of the Parties, upon such terms and conditions as the Parties may mutually agree upon. Such termination shall be effective in accordance with a written agreement by the Parties. Termination under this section shall not constitute a waiver of the rights of either Party to damages or other remedies related to this Agreement, except to the extent that the mutual agreement terminating this Agreement so specifies.

5.0 MISCELLANEOUS

6.1 Notices

MassDOT:

MUNICIPALITY:

6.2 Governing Law and Severability

This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, without regard to principles of conflicts of law or choice of laws. In the event that any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be declared to be invalid or unenforceable, then the remainder of this Agreement or the application of such term or provision to other person or circumstances, other than those as to which it would become invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

6.3 No Third-Party Beneficiaries

This Agreement shall not be construed to create any third-party beneficiary rights in favor of any other parties or any right or privilege for the benefit of any other parties.

6.4 Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

[THIS SPACE INTENTIONALLY BLANK; SIGNATURES ON FOLLOWING PAGE]

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

MASSACHUSETTS DEPARTMENT OF
TRANSPORTATION

MUNICIPALITY

By: Carrie Lavallee

Name: Carrie Lavallee, P.E.

Title: Chief Engineer

By: [Signature]

Name: Jonathan Sylbert

Title: Town Manager

Legal Certification

This will certify that the Municipality has complied with all applicable State Laws and its By-Laws and Ordinances as they apply to this Agreement and that this Agreement is a valid, binding agreement with the Municipality.

By: [Signature]

Name: Jonathan Sylbert

Title: Acting DPW Superintendent

Date: 03/07/2024

Certificate of Signatory

This will certify that the below named individuals are duly authorized and empowered to execute and deliver this Agreement on behalf of the Municipality.

Name: Jonathan Sylbert

Title: Town Manager

Name: Jonathan Sylbert

Title: Acting DPW Superintendent

Date: 03/07/2024

Attest (Signature): [Signature]

Title: Town Clerk

EXHIBIT LIST

Exhibit A – Scope of Work & Locus Map

Exhibit B - Preliminary Estimate Form

Scope of Work

Municipal Paving Program

Sandisfield

Route 57

From Buck River Bridge to the Route 57/Route 8 Intersection

Approximately 3.5 Miles

Massachusetts Department of Transportation is proposing to conduct roadway resurfacing of the section of Route 57 under the Municipal Paving Program. There is no roadway widening planned for this work.

Roadway Construction-

On Route 57 the proposed roadway work will include removing 2" of existing pavement, and when necessary, additional areas of failed binder material will be removed, and a new course of binder will be installed. The final top surface will consist of a 2" lift of new asphalt.

Drainage-

Drainage structures in the roadway will be adjusted or rebuilt with new ones as needed.

Pavement Markings & Safety-

The roadway will be striped with recessed markings at an 11-foot road width. Additionally center-line milled rumble strips will be installed as a part of a safety measure. Center-line rumble strips will not be installed in the 35 MPH section through the center of town.

Roadway Edge Treatment-

The edge of the roadway will receive either topsoil at lawn areas or pavement millings at all other locations.

Guardrail-

No Guardrail work is planned.

Environmental-

Erosion controls will be placed as needed in wetland and buffer zones. Any required environmental permits will be obtained by the town.

Route 57 – 18,100 FT



Contract # 118713			Route 57 Sandisfield (Municipal)		
Item No.	Quantity	Unit	Item	Unit Price	Amount
141.1	2	CY	TEST PIT FOR EXPLORATION	\$120.00	\$240.00
220.	3	EA	DRAINAGE STRUCTURE ADJUSTED	\$335.00	\$1,005.00
220.2	1	FT	DRAINAGE STRUCTURE REBUILT	\$400.00	\$400.00
221.1	1	EA	FRAME AND COVER - SECURED	\$950.00	\$950.00
222.1	2	EA	FRAME AND GRATE - MASSDOT CASCADE TYPE	\$975.00	\$1,950.00
223.2	3	EA	FRAME AND GRATE (OR COVER) REMOVED AND DISCARDED	\$1.00	\$3.00
358	0	EA	GATE BOX ADJUSTED	\$170.00	\$0.00
402.13	34460	FT	PAVEMENT MILLING MULCH FOR SHOULDERS	\$5.00	\$172,300.00
415.2	48267	SY	PAVEMENT FINE MILLING	\$5.10	\$246,160.00
450.231	5406	TON	SUPERPAVE SURFACE COURSE -POLYMER 12.5 (SSC - 12.5 - P)	\$142.25	\$768,984.53
450.52	200	TON	SUPERPAVE Leveling Course – 9.5 (SLC – 9.5)	\$100.00	\$20,000.00
451	20	TON	HMA FOR PATCHING	\$1.00	\$20.00
452	3379	GAL	ASPHALT EMULSION FOR TACK COAT	\$6.00	\$20,272.00
477.2	18100	FT	MILLED RUMBLE STRIP (TYPE C)	\$1.15	\$20,815.00
702	85	TON	HMA FOR SIDEWALK OR DRIVEWAY	\$185.00	\$15,725.00
748.	1	LS	MOBILIZATION	\$17,000.00	\$17,000.00
751	30	CY	LOAM FOR ROADSIDES	\$75.00	\$2,250.00
765	200	SY	SEEDING	\$0.95	\$190.00
767.121	600	FT	SEDIMENT CONTROL BARRIER	\$4.00	\$2,400.00
850.41	400	HR	ROADWAY FLAGGER	\$62.00	\$24,800.00
851.1	30	DAY	TRAFFIC CONES FOR TRAFFIC MANAGEMENT	\$50.00	\$1,500.00
852.	384	SF	SAFETY SIGNING FOR TRAFFIC MANAGEMENT	\$16.00	\$6,144.00
854.016	72400	FT	TEMPORARY PAVING MARKINGS - 6 INCH (PAINTED)	\$0.25	\$18,100.00
854.036	724	FT	TEMPORARY PAVING MARKINGS - 6 INCH (TAPE)	\$1.85	\$1,339.40
859.	120	DAY	REFLECTORIZED DRUM	\$0.20	\$24.00
862.506	36200	FT	PAVEMENT MARKINGS, RECESSED WET REFLECTIVE (6 INCH WHITE LINE)	\$1.85	\$66,970.00
862.512	100	FT	PAVEMENT MARKINGS, RECESSED WET REFLECTIVE (12 INCH WHITE LINE)	\$6.95	\$695.00
863.512	100	FT	PAVEMENT MARKINGS, RECESSED WET REFLECTIVE (12 INCH YELLOW LINE)	\$6.95	\$695.00
863.506	36200	FT	PAVEMENT MARKINGS, RECESSED WET REFLECTIVE (6 INCH YELLOW LINE)	\$1.85	\$66,970.00
864.04	0	SF	PAVEMENT ARROWS AND LEGENDS REFLECTORIZED WHITE (THERMOPLASTIC)	\$7.25	\$0.00
864.35	905	EA	SLOTTED PAVEMENT MARKERS	\$24.75	\$22,398.75
999.001	20000	\$	TRAFFIC POLICE	\$1.00	\$20,000.00
				TOTAL	\$1,520,300.68



State-wide - PARS Number Report

Project Manager : Highway PM

Email : spm@dot.state.ma.us.disable

Phone :

- PARS Number Request information							
A	Project Number	State-wide	<u>PRC Approved</u>	<u>Advertised</u>	<u>Award</u>	<u>NTP</u>	<u>Completion</u> <u>End Date</u>
	Project Description	State-wide					
	Project Type		Federal Improvement Type				
	District			Location		MPO	
	Federal Aid Project Number	N/A					
	Advertising Date						
B	Contract Number	125425	Start Date		End Date		
	Vendor Name	TOWN OF SANDISFIELD	03/22/2024		06/30/2025		
	Assignment Number						
	Assignment Description						
	Federal Aid Project Number	N/A					
C	Universal CIP ID #		MMARS Short Name				
	CIP Priority		CIP Division				
	CIP Program						
	CIP ANF Item		(MMARS - Program Type)				
D	Fixed asset determination	: No	Asset Owner		: City / Town		
	FA description (FAPRO)	:	Asset Type		: INFRASTRUCTURE		



State-wide - PARS Number Report

Project Manager : Highway PM

Email : spm@dot.state.ma.us.disable

Phone :

- 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	LOCAL - MPV NFA - Local Aid - Municipal Pavement					\$0.00					
NFA	Materials and others	DOTH	HLA	X24MPP0260	C11	\$0.00	050N,051N,053N,054N,023N,024N,025N,011N		Active	03/22/2024	

Activity Code	Activity Name	Activity Description
050	Contract Payments	All payments to contractors, cities, towns end counties for work done on construction, reconstruction, betterment and state aid projects. This includes mix-in-place or other materials installed by outside contractors. Do not include payments to municipalities to subdivisions thereof for relocating utilities, these are included in Activity Code 054.
051	Force Account Work (by Department Forces)	All expenditures incurred by the Department using its own personnel and equipment in doing any construction, reconstruction and betterment work, and includes any materials installed by Department personnel. This work must be identified by a project number and may be done entirely by force account, in some instances, and in others, may supplement work done on the same project by an outside contractor.
053	Materials Furnished Contractor	The cost of all materials furnished by the Department to a contractor to be incorporated in a construction contract.
054	Payments to Utilities for Rearrangements	All payments to utility companies, cities and towns or subdivisions thereof for work done in relocating utilities in connection with construction projects undertaken by the Department.
023	Materials Testing	Payments to outside testing companies for materials testing. Also included charges at standard prices for testing performed by the Department at the Materials Division or District laboratories. Department materials personnel assigned full time to a construction job will also use this activity. However, all other Department charges for Materials Testing will be charged to the 530 series of activity codes.
024	Field Engineering	All expenditures incurred in connection with projects actually under construction exclusive of materials testing. Inspections on all construction, reconstruction, betterment and State Aid projects are to be charged to this activity. See activity Code 099 for inspection on Maintenance projects.
025	Final Estimates	All expenditures in connection with final computations and the preparation of final estimates of work done on construction projects listed under Activity Code 024.
011	Accounting, Auditing and Budgeting	Salaries, expenses, supplies and other expenditures incurred by personnel engaged in accounting, internal and field auditing and budgeting.