



Town of Winchester

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Board of Selectmen Meeting
Monday, August 8, 2016

BUSINESS

Docket Item **G - 3:** Complete Street – VOTE to authorize Funding Agreement

Supporting Documents:

G - 3: Complete Streets Funding Program – Tier 3
Construction Funding Agreement

Action Required: VOTE to authorize the Town Manager to sign agreement.

Complete Streets Funding Program
Tier 3 Construction Funding Agreement

Agreement Number: _____

Date: _____

MUNICIPALITY:

PROJECT: Complete Streets Improvements - FY17

This Agreement made and entered into by and between the MASSACHUSETTS DEPARTMENT OF TRANSPORTATION, hereinafter called "MassDOT", and the City/ TOWN OF _____, (hereinafter called the "MUNICIPALITY"), and

WHEREAS, the MUNICIPALITY proposes to construct Project/(s) from its approved Prioritization Plan:

Rank _____ Projects _____

WHEREAS, the Scope of Work for each Project/(s) is described in "EXHIBIT A", (hereinafter referred to as the "PROJECT") and shall be in accordance with the Tier 3 project approvals from the Complete Street Program and shall be constructed per the plans, specifications, and estimate (hereinafter referred to as "SPECIFICATIONS") and where only locally funded roads are eligible and MassDOT will not pay for work done on State owned Roadways, and

WHEREAS, said SPECIFICATIONS set forth by the MUNICIPALITY, shall be in conformance with, but not limited to the following current documents as amended; MassDOT's Project Development and Design Guide, MassDOT's Construction and Traffic Standard Details, MassDOT's Highway Design Manual, MassDOT's Bridge Manual, MassDOT's Standard Specifications for Highways and Bridges, MassDOT's Standard Drawings for Traffic Signals and Highway Lighting; the latest edition of American Standard for Nursery Stock; 521 CMR Rules and Regulations of the Architectural Access Board (AAB) and Americans with Disabilities Act (ADA), the Manual on Uniform Traffic Control Devices, any and all state or federal regulations, and/or to the satisfaction of MassDOT - Highway Division, Chief Engineer.

WHEREAS, said the total estimated construction cost is \$ _____, as described within "EXHIBIT B", (the "Preliminary Estimate Form") for each for location, and

WHEREAS, the PROJECT is to be financed by funds provided by the MassDOT's Highway Operating funds in accordance under appropriation 61000050, and WHEREAS MassDOT's State Aid Engineer's and MassDOT's Highway Engineering Division shall review the PROJECT's items of work described within "EXHIBIT "B" to ensure they are commensurate with the PROJECT's Scope of Work, and

WHEREAS, if the funding for this agreement is not spent by June 30, 2017, the remaining funds left shall be forfeited by the MUNICIPALITY,

WHEREAS, the Contractor to be eligible to bid on said projects, shall be approved by MassDOT's prequalification process, in accordance with M.G.L. c 81 subsection 8B, and

WHEREAS, the parties hereto 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:

DIVISION OF WORK

The MUNICIPALITY shall provide by its own Contractors and/or Subcontractors all necessary labor materials, equipment and other services to construct said PROJECT pursuant with any and all applicable SPECIFICATIONS, local, state and federal laws or regulations in accordance with the attached Scope of Work ("Exhibit A"), and the Preliminary Estimate Form ("Exhibit B"). The Contractor to be eligible to bid on said projects shall be approved in accordance with to MassDOT's prequalification process, where the application forms are located on MassDOT's Highway Division Web Site, under Construction Prequalification. The MUNICIPALITY shall follow the same guideline as if the said Projects were under the Chapter 90 Program.

In addition, any and all construction activities or related work required for the construction of said PROJECT shall be in conformance with any and all policies and procedures of MASSDOT.

The MUNICIPALITY shall obtain any and all permits and easements required to complete the work for said PROJECT.

DIVISION OF EXPENSE

The MassDOT will reimburse the MUNICIPALITY for the actual costs incurred to complete the PROJECT up to, but not exceeding the amount approved in "EXHIBIT B". Amount for said PROJECT shall not to exceed \$400,000 per fiscal year. All costs incurred shall be approved by MASSDOT prior to reimbursement. Any costs in and above this amount shall be borne by the MUNICIPALITY.

METHOD OF PAYMENT TO THE MUNICIPALITY

Section 1. During the course of the PROJECT, the MUNICIPALITY may present monthly progress bills of the incurred costs for approval and payment by MASSDOT.

Section 2. Upon the completion of the PROJECT to the satisfaction of MASSDOT and the MUNICIPALITY, written notification shall be given to the District Highway Director of MASSDOT by the MUNICIPALITY that said work has been completed and, within 120 days thereof, the MUNICIPALITY will submit to MASSDOT a final detailed bill (in quintuplicate) as required, and final settlement will then be made between the MassDOT and the MUNICIPALITY. The MUNICIPALITY shall follow MassDOT's CHAPTER 90 process under the Tier 3 program to complete any and all forms for reimbursement, and as directed by MassDOT's State Aid Engineers. The said Billing shall be reviewed by the District's State Aid Engineer, and upon approval the billing shall be forwarded to MassDOT - Highway Engineering Division - Project Roadway Development Section for authorization of said payments. This information may be submitted in an electronic format compatible with MASSDOT's needs.

Section 3. All reimbursable charges in connection with this Agreement will be subject to audit by representatives of MASSDOT and the MUNICIPALITY will retain all records and documents pertaining to the Agreement charges until such audit is completed or until written approval to destroy the records is given by MASSDOT.

The Governor or his designee, the Secretary of Administration and Finance, and the State Auditor or his designee shall have the right at reasonable times and upon reasonable notice to examine the books, records and other complications of data of the MUNICIPALITY which pertain to the performance of the provisions and requirements of this Agreement.

FUTURE MAINTENANCE

The MUNICIPALITY shall continue sole responsibility for the maintenance and upkeep of all property associated with the PROJECT and the costs thereof.

MISCELLANEOUS

This agreement shall not be considered fully executed, and work shall not commence until MASSDOT signs this agreement and the MUNICIPALITY has received an official Notice to Proceed from MASSDOT.

EXPIRATION DATE

This agreement is set to expire on June 30, 2017. An extension for this agreement after this date will not be granted and the said agreement shall be terminated. If an extension of time is needed beyond this date, a request is needed in writing with a minimum 60-day advance notice before the expiration date. The request will need to address the current expiration date, the proposed expiration date and any other information deemed necessary. MassDOT, in its absolute discretion, may agree to grant said request for an extension of time if it finds that sufficient justification has been provided by the MUNICIPALITY.

The request will need to address the current expiration date, the proposed expiration date and any other information deemed necessary. An extension for this agreement after this date will not be granted and will be terminated.

Howard, Richard

From: Rudolph, Beth
Sent: Tuesday, August 02, 2016 4:04 PM
To: Howard, Richard; 'Wade Welch'
Cc: White, Margaret; Gill, James
Subject: Complete Streets Funding Agreement
Attachments: CS_Tier 3 Construction Funding Agreement.pdf

Wade and Richard-

As part of MassDOT's Complete Street's program, the Town of Winchester is required to complete the attached Funding Agreement. Can you please review and let me know if you have any comments on the form of this agreement? MassDOT would like the agreement returned by August 10th. It appears to be very similar to the process used for the administration of Chapter 90 funds.

Thank you.
Beth

Beth Rudolph, P.E.
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