

This is a Sample for Municipalities to review prior to applying for Tier 3. This Agreement will be part of the Contract package sent to Awardees.

**MassDOT Complete Streets Funding Program
Tier 3 Construction Funding Agreement**

Agreement Number: _____

Date: _____

MUNICIPALITY: _____

PROJECT: _____ Complete Streets Funding Program Improvements – FY18

This Agreement entered into and 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 Tier 3 Project Application, and

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 location, and WHEREAS the PROJECT cost shall not exceed \$400,000.00 under this Agreement in accordance with MassDOT's "Complete Streets Funding Program Guidance," and

WHEREAS, the PROJECT is to be financed by funds provided by the MassDOT's in accordance with appropriation _____, 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, funding was authorized through the 2014 Transportation Bond Bill and as amended by the Acts of 2016, and

WHEREAS, the construction work outlined within "EXHIBIT B" needs to be completed by the Agreement's Expiration Date, unless an extension of time is granted under the terms of the "EXPIRATION DATE" clause, and

WHEREAS all environmental permits and approvals must be obtained prior to construction. MassDOT's Environmental Punchlist must be signed by the authorized municipal official, hereby attached and labeled as "EXHIBIT C", and

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 guidelines as if the said Projects were under

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MassDOT' 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". The amount for said PROJECT shall not exceed \$400,000.00. 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 _____. In the event that the MUNICIPALITY believes an extension of time is necessary, the MUNICIPALITY agrees to submit to MassDOT a written request for an extension no later than 60 days prior to the termination date specified on the attached signature page. 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. An extension for this Agreement after this date will not be granted and the Agreement will be terminated.

Exhibit A – Project Narrative(s)

Exhibit B – Project Estimate(s)

Exhibit C – Environmental Punchlist(s)