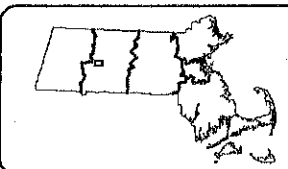
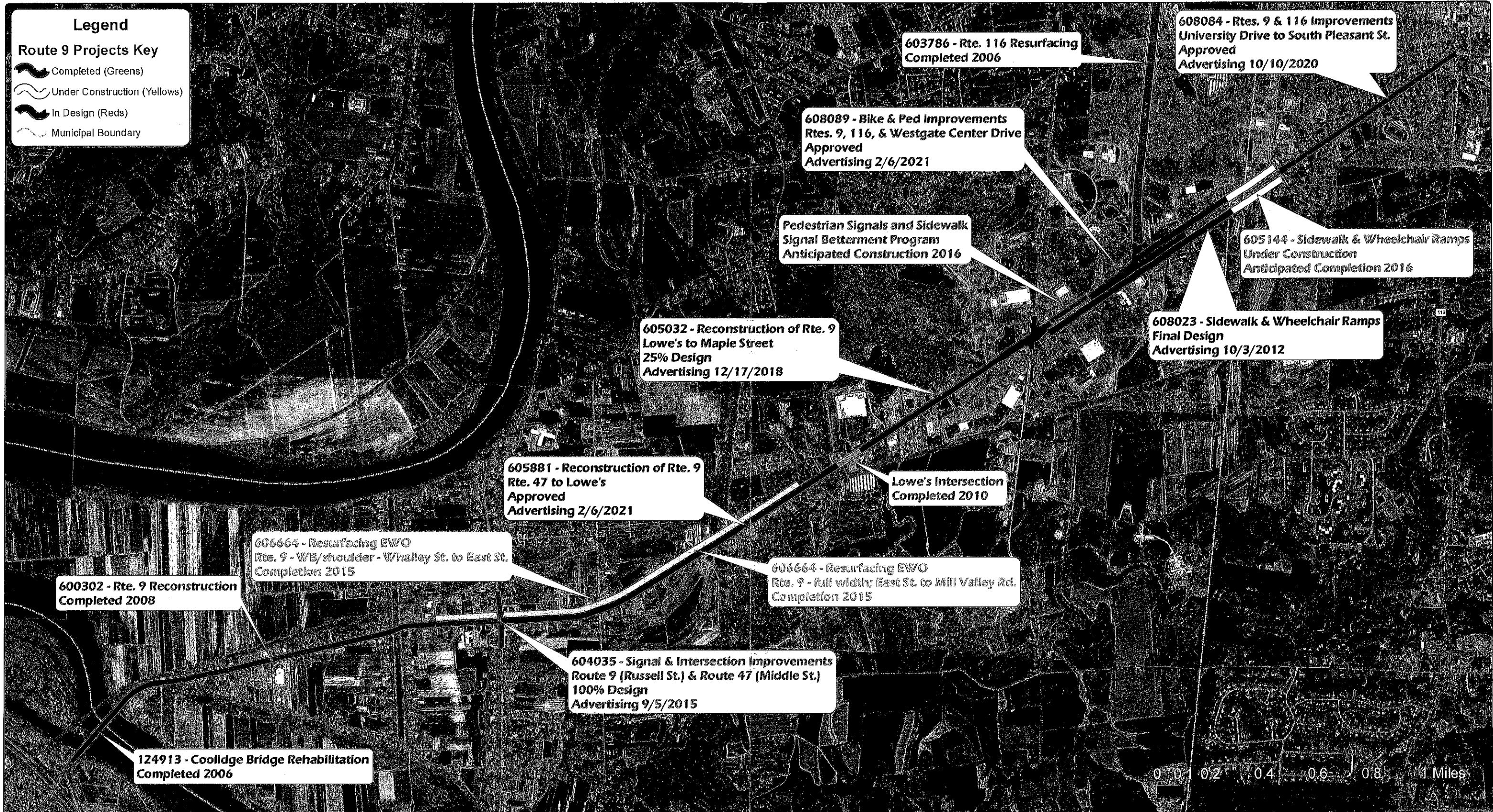


MassDOT Route 9 Widening: Meeting with state officials to:

1. Discuss the project in general overview;
2. Review the intersection planting design;
3. Discuss the timing of Town funding relative to the bidding calendar;
4. Discuss the timing of MassDOT's schedule for widening Route 9 from the Farm Museum to East Street;
5. Discuss MassDOT requirements for water line work outside of the current project area; and
6. Discuss the scope of the Town's water line project.

Hadley/Amherst - Route 9 Projects



Data Sources:
 Roads: 1:5,000 Massachusetts Road Inventory Centerline File: Year-end 2013. Rails: 1:5,000 Massachusetts Rail Inventory Centerline File: Year-end 2013. Transportation assets: Planning maintained files.
 Boundary layers: MassGIS 1:5,000 maintained files. Ponds, streams and other environmental layers: MassGIS 1:5,000 maintained files.
 Note:
 This map was produced by the Office of Transportation Planning. The Federal Highway Administration provided funding for the production of this map through the State Planning and Research Program. The location of the boundaries and features shown on this map are approximate and are intended for planning purposes only. This map is not intended to be used for survey, engineering or legal purposes.
 For more information call: (857) 368-9800

Hadley Perennial Beds

3-Apr-15

Plant name	Scientific Name	Sym	No. Used	Size	Item Number	Seasonal interest
Shrubs						
Winterberry (female)	<i>Ilex verticillata</i> 'Red Sprite'	WRSs4	4	3-4' OA	795.154	Winter, red berries
Catmint faassenii-6 Hills Giant	<i>Nepeta x faassenii</i> '6 Hills Giant'	NFSg1	20	1 gallon	796.811	June-August, purple
Twightlight False Indigo	<i>Baptisia x Twilight</i> Prairieblues	BAG1	4	1 gallon	796.211	June, violet/yellow
Shenandowa Red Switchgrass	<i>Panicum virginatum</i> 'Shenandoah'	PAVg2	16	1 gallon	796.458	August-winter, white plumes 4'
Dwarf Joe Pye Weed	<i>Eupatorium dubium</i> 'Little Joe'	EDLg1	7	1 gallon	797.001	September October, pink
Daylilies-Apricot Sprinkles	<i>Hemerocallis x Apricot</i> Sprinkles	HASg1	32	1 gallon	796.744	June, apricot May, yellow
Black-eyed Susan 'Goldsturm'	<i>Rudbeckia hirta</i> var 'Goldsturm'	RHGg1	19	2 quart	796.715	July -October, yellow
Husker Red Penstemon	<i>Penstemon digitalis</i> Husker Red	PDHRg1	20	1 gallon	796.232	June-July white flowers, reddish leaves
Autumn Joy Sedum	<i>Sedum</i> "Autumn Joy"	SAJg1	19	2 quart	796.841	August, pink
Moonshine Yarrow	<i>Achillea x Moonshine</i>	AMLg1	17	2 gallon	796.863	June, Yellow
Elijah Blue Blue Fescue	<i>Festuca glauca</i> "Elijah Blue"	FCEBg1	20	1 gallon	796.401	all season , blue
Pine Bark Mulch -all beds			11	CY		1200 SF @ 3" thick

Flowering season:

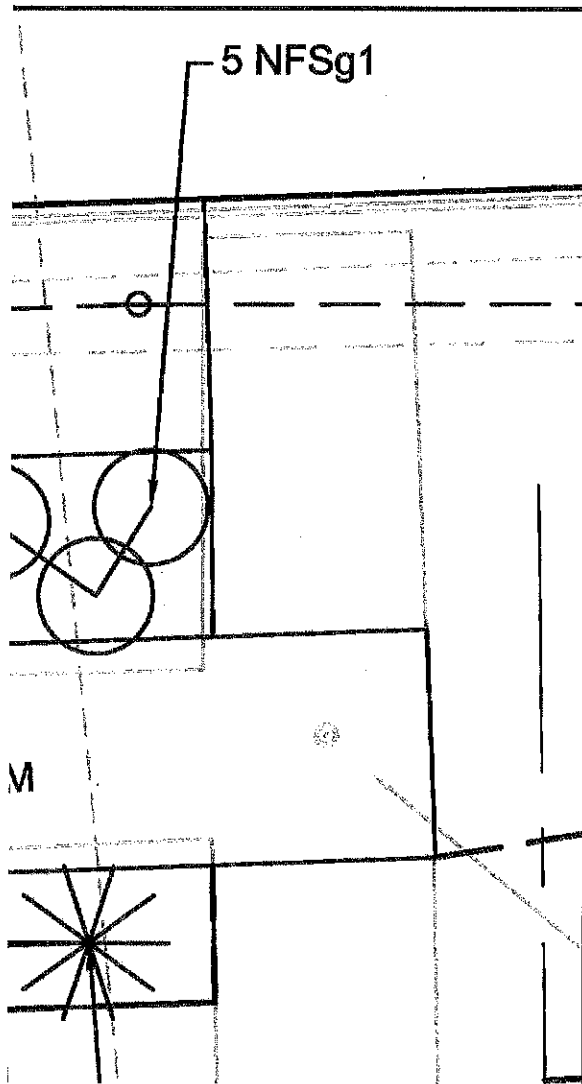
May: Blue Fescue, Daylily

June: Catmint, Blue Fescue, False Indigo, Yarrow , Penstemon, daylily

July: Catmint, Blue Oat Grass, Penstemon
yellow

September: Blue Oat Grass, Sedum, Switchgrass, Joe Pye Weed, Black-eyed Susan

Winter: Switchgrass and Winterberry



Project Narrative

Project Description

Route 9 in Hadley has been a corridor of noted consideration for some time. Its function as the sole east-west principal arterial in the area requires this roadway to assume the full burden of regional mobility servicing Hadley and Amherst and by extension is the catalyst by which future growth within these communities will be shaped. It is a corridor currently in need of cohesive investment strategy to address the fragmented context which it traverses. Congestion management, regional mobility, safety, accessibility, pedestrian, bicyclist and transit amenities; this project will device and implement an integrated solution respectful of these demands through the comprehensive reconstruction of the key stretch of Route 9 between Middle Street (Route 47) and North/South Maple Street, a distance of 2.25 miles.

To enable these improvements the Project will include a robust project development phase to establish a community supported roadway cross-section (lane use) and associated roadway widening. Improvements will promote healthy transportation options as well as enhance safety conditions, provide additional pedestrian and bicycle amenities, meet current ADA standards and improve overall vehicular traffic operations. To facilitate these improvements the Project also includes drainage, landscaping, relocation of existing retaining walls, installation of granite curbing and associated roadway work.

Need for Improvements

In 2004 MassDOT in cooperation with the Federal Highway Administration undertook a Connecticut River Crossing Transportation Study (CRCTS). Its purpose was to determine the need for regional transportation improvements as they relate to crossings of the Connecticut River in the Hampshire and Franklin counties. This study included a comprehensive analysis of the potential need and feasibility of additional bridge crossings over the Connecticut River. The study concluded that new bridge alternatives would result in significant environmental and social impacts which outweighed associated traffic benefits. It was recommended that a comprehensive improvement plan for existing corridors could address regional congestion and mobility concerns. Route 9, was identified as the most critical element of this regional mobility improvement plan. The CRCTS recommended short and medium term recommendations along Route 9 which included investing in ITS equipment, TDM strategies and migrating towards a hybrid bus rapid transit program. In the long term the study recommended widening Route 9 to a consistent 4 lane cross section to eliminate bottlenecks and satisfy 2025 projected traffic volumes.

The need to rehabilitate the existing roadway and signage as well as the lack of adequate and accessible pedestrian, bicycle and transit amenities have also been identified as needs along the corridor. The intersections with Middle Street and Mountain Farms Mall are also both high crash location warranting safety mitigation.

The need for improvement is also driven by the critical nature of this area as a resource to the Commonwealth. Route 9 not only provide a limited east west connection between I-91 to the

west of the Connecticut River to the Hadley and Amherst area but also to the University of Massachusetts Amherst, the flagship Institution of the State's higher education system. Improvements along Route 9 have the ability to enhance the vitality of both the abutting land use within these communities but also for the University. This is an opportunity. Improvements along Route 9 could communicate not only functionality, but also the seamless integration of technology which would communicate an exceptional sense of place, promoting smart growth principals within these communities and further enhancing the University's prominence.

Existing Conditions

The study area encompasses Route 9 from its intersection with Route 47 (Middle Street – Station 79+00±) to its intersection with South Maple Street (Station 199+00±). Functionally Route 9, within the project area is classified as a Principal Arterial running in the east-west direction and is under the jurisdiction of Massachusetts Department of Transportation (MassDOT) for the entire length of the project. The Town of Hadley municipal offices, Library, and District Court are located off of Route 9 in the vicinity of the Middle Street intersection. Land use along Route 9 within the study area indicates a place in transition. Elements of the full range of suburban land use types from natural, village center and developed are present. Specific uses include agricultural, intermittent residential and retail/commercial (both big box and smaller uses). The posted speed limits vary from 35 miles per hour (mph) to 45 mph depending on direction of travel and location along the corridor.

Within the Town of Hadley, Route 9 is generally a four lane roadway providing two travel lanes in each direction, with providing exclusive left-turn lanes at major signalized intersections. From west to east, this condition exists from the Connecticut River to approximately 700 feet east of Middle Street, for an area in the vicinity of the signalized intersection with the Lowes driveway and again from the Home Depot driveway signal to University Drive in Amherst. However, sections of Route 9 within the study area is limited to one travel lane in each direction, creating a bottleneck for flow operations along this key regional corridor. Marked shoulders are present throughout the study area with intermittent sections of granite curbing. No exclusive pedestrian or bicycle accommodations are present along the corridor, though pedestrian facilities are provided at signalized intersections, including crosswalks and pedestrian phasing. The lack of non-vehicular accommodations along this key corridor limits the ability of the local and regional population to make healthy transportation choices. This is especially restrictive given the location of the Town center in the vicinity of the Middle Street intersection and the nearby recreational Norwottuck Rail Trail.

There are significant existing environmental constraints along the corridor. One of these environmental constraints is presented by an unnamed brook that crosses Route 9 from north to south through various culverts. The project area is located within the DEP Approved Wellhead Protection Areas (Zone II) of the Town of Hadley public water supply wells.

Alternatives

As this project progresses, various alternatives will be investigated. These will be developed through the review of all pertinent previously prepared information, most notably the 2004 Connecticut River Crossing Transportation Study as well as through early coordination and

public informational meetings, gathering of field survey information and value engineering related to balancing proposed traffic operation and roadway improvements with healthy transportation and growth management objectives.

Key alternatives include investigating widening to accommodate 4 travel lanes (two in each direction), similar to adjacent stretches of Route 9, or a three lane alternative (one travel lane in each direction and center turn lanes). The three lane alternative will most closely resemble the conventional "road diet" cross section. General guidelines relative to road diets indicate they are appropriate for roadways exhibiting ADT of 20,000 vpd or less. Volumes along Route 9 historically range between 18,000 to 22,000 vpd in the vicinity. More specific guidance from FHWA indicate the road diet cross section may be considered for roadways with ADT below 25,000 vpd but other factors including peak hour volumes, left turn volumes, alternative by-pass routes and other factors must be carefully considered. This project will undertake this detailed analysis to devise an appropriate solution. It should be noted that the one key component of the 2004 CRCTS which should be revisited is the growth projections which at the time concluded that a 4 lane roadway section is required. The study indicated a 24% growth in traffic volumes was expected between 2002 and 2025. Given that this study was conducted at a period when traffic volumes have now been concluded to have peaked, these growth projections will be revisited and the underlying conclusions should be modified if necessary.



Charles D. Baker, Governor
Karyn E. Pollto, Lieutenant Governor
Stephanie Pollack, Secretary & CEO
Thomas Tinlin, Acting Administrator



April 28, 2015

SUBJECT: Control Density Fill Waiver
Hadley – Route 9 (Russell Street)

Michael Klimoski
Town of Hadley DPW
P.O. Box 406
Hadley, MA 01035-0406

Dear Mr. Klimoski,

Massachusetts Department of Transportation (MassDOT) Highway Division District Two is writing in response to your letter of April 17, 2015, requesting a waiver from the requirement to use Control Density Fill on Route 9 (Russell Street) in the Town of Hadley.

A waiver could be granted providing a permit application is filed and the work is performed in accordance with Section 150 of the 1995 Massachusetts Standard Specifications for Highways and Bridges, as amended and the following:

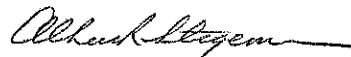
1. All methods used to determine and verify the proper compaction of backfill shall be in accordance with AASHTO Standard Specifications for **Density of Soil and Soil-Aggregate In-Place by Nuclear Methods (Shallow Depth)**(Designation T 238-86 Method B - Direct Transmission shall be used to determine in-place density) and **Moisture Content of Soil and Soil-Aggregate In-Place by Nuclear Methods (Shallow Depth)**(Designation T239-91). All methods and work shall be performed by a technician certified in "soils" by the New England Transportation Technician Certification Program (NETTCP). All data and results shall be submitted to the Department for its review and acceptance.
2. Prior to the issuance of this permit, a Performance Bond in the amount of \$50,000.00 is required by the Grantee to warranty the work described in this waiver. The life of the Performance Bond shall be three (3) years from the date the Grantor receives the Certificate of Work Form. The Performance Bond shall be in a form satisfactory to the Grantor, furnished by a surety company incorporated pursuant to M.G.L. Chapter 175, section 105 or authorized to do business in the Commonwealth under M.G.L. chapter 175, section 106 and satisfactory to the awarding authority. The name of the agency or agent writing these bonds shall be identified within the bond.
3. The Completion of Work Form shall be sent to the Grantor via certified mail as soon as possible after the completion of the physical work. The Grantor will hold the Permit on file for a period of not less than three (3) years.
4. The Grantee shall assume full responsibility for the structural integrity of any trenches described in this Permit. This responsibility shall remain in place for a period of three

(3) years after the completion of work, which time starts with the Grantor receiving the Completion of Work Form.

5. The Grantee shall respond to trench maintenance requests by the Chief Engineer and/or the District Highway Director within two (2) working days. Non-response within the specified time will result in the required maintenance work being done by the Grantor, with all expenses charged to the Grantee.
6. All required signs and traffic warning devices shall be the responsibility of and furnished by the Grantee. All signs and devices shall be erected in accordance with the current Manual on Uniform Traffic Control Devices. The number and location of all signs and devices shall be as deemed necessary by the Chief Engineer and/or the District Highway Director for the safe and efficient performance of the work and safety of the traveling public. Said devices shall be placed and replaced by the Grantee at the work site as required. All personnel working within the State Highway Layout shall wear approved safety vests.
7. Care must be exercised so as not to disturb any existing State Highway Traffic Duct Systems or any underground structures that exist. If said system is disturbed, it shall be restored immediately to its original condition. Any damage traffic lines shall be restored to its original condition. All expenses for restoring conditions shall be charged to the Grantee.
8. Uniformed police officers shall be provided and compensated by the Grantee and shall be in attendance at all times until completion of the physical work.
9. The Grantee shall indemnify and save harmless the Commonwealth and its Highway Department against all suits, claims or liability of every name and nature arising at any time out of or in consequence of the acts of the Grantee in the performance of the work covered or the rights allowed by this permit and or failure to comply with terms and conditions of the permit whether by themselves or their employees or subcontractors.

If you have any questions, please contact District Two Permits Engineer John Larareo at (413) 582-0534.

Sincerely,



Albert R. Stegemann, P.E.
District Highway Director

JML/
C - KW
JML

KW

**AGREEMENT FOR PROFESSIONAL
ENGINEERING SERVICES
BETWEEN
THE TOWN OF HADLEY
AND
BAYSIDE ENGINEERING, INC.
FOR THE
WATER MAIN IMPROVEMENTS
ON ROUTE 9 (RUSSELL STREET)**

This AGREEMENT, made and entered into the _____ day of _____, 2015 by and between the TOWN OF HADLEY, MASSACHUSETTS (hereinafter referred to as the "TOWN") and BAYSIDE ENGINEERING, INC., a corporation organized and existing under the laws of the Commonwealth of Massachusetts and having a usual place of business at 600 UNICORN PARK DRIVE, WOBURN, MASSACHUSETTS (hereinafter referred to as "BAYSIDE").

WHEREAS, the TOWN desires BAYSIDE to perform professional engineering services in connection with providing engineering design services for the waterline improvements project on Route 9 Russell Street in Hadley, MA. (approximately 300 feet east of Route 47 Middle Street to approximately 2300 feet east of Route 47 Middle Street, a distance of about 2,000 feet).

The TOWN and BAYSIDE, for the consideration hereafter set forth, agree as follows:

I. GENERAL

For the purposes of this AGREEMENT, the work shall include the services necessary for the preparation of plans, specifications, cost estimates and contract documents for the project. All work will be completed in conformance with the standards, policies, and procedures of the TOWN and the state, as may be applicable. The work shall be phased as indicated below:

- Phase I - Engineering Design Services
- Phase II - Construction Services

The specific tasks to be performed are listed in the following Section II "SCOPE OF SERVICES."

II. SCOPE OF SERVICES

A. Engineering Design Services

1. General

- a. This Scope of Services includes the services necessary to prepare contract documents for the replacement of approximately 2000 linear feet of 12 inch water on Route 9 Russell Street; new water services for an estimated 21 properties and

three (3) new hydrants. All work will be performed in conformance with the standards and policies of the Town and the State, as may be applicable. All work will be prepared in English units.

- b. The work will include the design services necessary for the preparation of plans, specifications and cost estimates for the project. All submittals will be presented to the TOWN for review and comment at the preliminary and final design stages and will be prepared in accordance with TOWN and state design guidelines, and benchmark submittals. The plans will be submitted to MassDOT for a cursory review of plans and state highway access permit.

2. *Field Survey*

- a. BAYSIDE will provide topographic survey necessary for design and shall include all pertinent physical features. It is anticipated that base plans will be prepared using available record layout information and augmented with field survey. The plans will be prepared showing the existing right-of-way and all features and improvements for a distance outside the right-of-way as deemed necessary for the project. Utility information will be compiled from record plans and included on the base plans.
- b. Cross-sections will be provided as required. Elevations will be provided at the centerline, along roadway edge lines and back of sidewalks to a distance outside the right-of-way as deemed necessary for the project.
- c. Location of all visible existing utilities within the right of way and invert elevations of all accessible drain manholes will be provided. Pipe sizes and outlet pipes will be shown. This scope of services assumes that any other utility information to be shown will be based on using available record information.
- d. Location of property lines between individual parcels will be shown on plans as per Assessor's maps only and are not to be relied upon for accurate boundary surveys.

3. *Preliminary Design*

- a. Bayside shall prepare the preliminary design based on standard requirements for a water main replacement project and recommendations and discussions with the Town regarding specific project criteria. The preliminary design submission shall include a plan illustrating the location of the new water main, hydrants, gates or other proposed improvements associated with the water main replacement. In addition, the preliminary design submission shall include standard details, pay items, preliminary estimate and draft special provisions. The preliminary design shall be submitted to the Town for review and comment.

4. *Final Design*

- a. The final design of the water main replacement will include the preparation of contract plans and specifications.
- b. The Scope of Services also assumes that only RDA permit and State Highway Access Permit will be required for this Agreement. Bayside assumes no other permits will be required for this project. If MassDOT or the TOWN changes the anticipated design of project, those changes would be considered out of scope.
- c. Bayside will provide a final construction cost estimate. The final construction cost estimate will include the quantity, unit price and estimated cost of all pay items.

B. *Construction Phase Services*

Bayside will provide construction contract administration services including preconstruction conferences, review and approval of shop drawings, review payment requisitions, consultation and office services site visits, inspections, meetings to assist in final inspection or other related work, as requested by the Town in connection with the water main replacement project. All services provided by Bayside, as described herein, shall be as directed by the Town.

Visits to the Site and Observation of Construction

- a. In connection with observations of the work of Contractor while in progress BAYSIDE shall make visits to the site at intervals appropriate to the various stages of construction, as BAYSIDE deems necessary.
- b. BAYSIDE shall furnish a Resident Project Representative, assistants and other field staff to assist BAYSIDE in observing progress and quality of the work of the Contractor. Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative and assistants, BAYSIDE shall endeavor to provide further protection for the TOWN against defects and deficiencies in the work of the Contractor. However, BAYSIDE shall not, during such visits or as a result of such observations of the Contractor's work in progress, supervise, direct, or have control over the Contractor's work nor shall BAYSIDE have authority over or responsibility for the means, methods, techniques, sequences or procedures selected by the Contractor, for safety precautions and programs incident to the work of the Contractor, for any failure of the Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to the Contractor's performing and furnishing the work, or responsibility of construction for the Contractor's failure to furnish and perform the work in accordance with the Contract Documents or the TOWN's general requirements and/or accepted standards.

- c. Based on information obtained during such visits and such observations, BAYSIDE shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents. BAYSIDE shall keep the TOWN informed of the progress of the work. The responsibilities of BAYSIDE contained in this paragraph are expressly subject to the limitations set forth in the following "paragraph d" and other expressed or general limitations in this Agreement and elsewhere.
- d. The purpose of BAYSIDE's visits to, and representation by the Resident Project Representative at the site will be to enable BAYSIDE to better carry out the duties and responsibilities assigned to and undertaken by BAYSIDE during the Construction Phase, and, in addition, by the exercise of BAYSIDE's efforts as an experienced and qualified design professional, to provide for the TOWN a greater degree of confidence that the completed work of the Contractor will conform in general to the Contract Documents and that the integrity of the design concept of the completed project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by the Contractor. Conversely, BAYSIDE shall not, during such visits or as a result of such observations of the Contractor's work in progress, supervise, direct or have control over the Contractor's work nor shall BAYSIDE have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, for safety precautions and programs incident to the work of the Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to the Contractor's furnishing and performing the work. Accordingly, BAYSIDE neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

Duties of the Resident Project Representative

- a. BAYSIDE shall provide the services of a Resident Project Representative at the site to assist BAYSIDE and to provide more continuous observations of such work. The furnishing of such Resident Project Representative services will not extend BAYSIDE's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement. Such visits and observations by BAYSIDE and the Resident Project Representative are not intended to be exhaustive or to extend to every aspect of the work in progress or to involve detailed inspections of the work beyond the responsibilities specifically assigned to BAYSIDE in this Agreement and the Contract Documents. Visits and observations are to be limited to spot checking, selective sampling and similar methods of general observation of the work based on BAYSIDE's exercise of professional judgment as assisted by the Resident Project Representative.
- b. The Resident Project Representative shall not authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items), unless authorized by BAYSIDE. In addition, the Resident Project Representative shall not exceed limitations of BAYSIDE's authority as set forth in the Agreement or the Contract Documents or undertake any of the responsibilities

of the Contractor, Subcontractors, Suppliers, or the Contractor's superintendent. The Resident Project Representative shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents. The Resident Project Representative shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the work.

Shop Drawings

BAYSIDE shall review and approve (or take other appropriate action in respect of) Shop Drawings and Samples and other data which the Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

Final Notice of Acceptability of the Work

BAYSIDE shall conduct a final inspection to determine if the completed work of Contractor is acceptable so that BAYSIDE may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, BAYSIDE shall indicate that the work is acceptable to the best of BAYSIDE's knowledge, information and belief and based on the extent of the services performed and furnished by BAYSIDE under this Agreement.

Limitation of Responsibilities

- a. BAYSIDE shall not supervise, direct or have control over Contractor(s)' work nor shall BAYSIDE have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of the Contractor(s) or for any failure of the Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their work. Bayside shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.

BAYSIDE shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor, any supplier, or of any other person or organization performing or furnishing any of the work. BAYSIDE shall not be responsible for Contractor's failure to perform or furnish the work in accordance with the Contract Documents.

For the purposes of this Agreement, Bayside shall provide resident project representative and coordination during construction for the water main replacement. For budgeting purposes this Scope of Services presumes that Bayside will provide the Town with one full time Resident

Project Representative for a period of approximately 90 calendar days equivalent to not greater than 525 person hours. This Scope of Services assumes an allowance of \$54,000 for the Resident Project Representative.

Contract Administration Services may be performed at any time during the period of service as requested by the Town. For budgeting purposes this Scope of Services presumes that Bayside will provide the Town with Contract Administration services not greater than 70 person hours. This Scope of Services assumes an allowance of \$7,800.00 for Bayside's Project Engineer and within the limits established in the Fee Schedule for Contract Administration. Such terms may be extended if mutually agreed to in writing by the Town and Bayside.

III. EXCLUSIONS

The following services, as may be required, shall be considered outside of the Scope of Services, as described herein and are not included in this Scope of Services and Fee Proposal:

- A. Additional civil engineering design services (studies/analyses, construction drawings, specifications, estimates, etc.) including but not limited to roadway, landscaping, building, structural, other utility, drainage, stormwater, repairs, etc.
- B. An evaluation of existing non-visible conditions.
- C. Hazardous or asbestos containing materials investigation, testing, evaluation, assessment or abatement.
- D. Relocating, altering or reconstructing any existing utilities, services or structures that may be encountered during the course of this work. Should Bayside determine that an existing utility, service or structure is impacted by the proposed work, the Town of Hadley shall be notified immediately.

In the event that any of the above services are required for the successful completion of the project, Bayside is available to perform any of these services, at the request of the Town of Hadley, as an Additional Service at Bayside's standard billing rates or, if requested, we may subcontract the work and bill the cost to the Town of Hadley, including reasonable overhead and profit.

IV. FEES

- A. The TOWN will pay BAYSIDE full compensation for the work as described in Section II, Part A - "*Engineering Design Services*," the lump sum fee of **\$96,500.00**, and Part B - "*Construction Services*," on a time and expense basis not to exceed basis of **\$61,800.00** at the rates appropriate at time of service (please refer to attached standard hourly rates).
- B. Direct expenses incurred in conjunction with the performance of the work shall include, but are not necessarily limited to, travel, reproductions, telephone, materials and supplies, shipping, delivery, and postage. Direct expenses for Part "A" - Engineering Design Services are included in the lump sum fee. For Part "B" - Construction Services, expenses will be invoiced within the not-to-exceed fee.
- C. Reimbursable expenses as may be required shall be billed to the TOWN on a direct expense basis at 1.10 times cost. Reimbursable expenses incurred in conjunction with the performance of the work shall include, but are not necessarily limited to police details, additional printing costs unless otherwise provided for herein, or other additional outside services as may be required and/or requested by the TOWN. Reimbursable expenses are not included in the lump sum fee.

IV. MISCELLANEOUS

- A. It is understood that all information that the TOWN has available relative to the project (i.e., existing plans, traffic study information, etc.) will be made available to BAYSIDE so that we may properly review the project area.
- B. BAYSIDE shall furnish five copies of the preliminary and final design drawings and specifications. Two additional courtesy copies of preliminary and final design drawings and specifications will be provided to the MassDOT. BAYSIDE shall furnish two (2) copies of the final contract bid documents, which shall be suitable for public bid. Additional copies shall be billed to the TOWN as a reimbursable expense.
- C. Fees for services as described herein will be paid to BAYSIDE by the TOWN as the work progresses, based upon the presentation of a monthly statement for services by BAYSIDE. (See attached "Standard Terms and Conditions.")
- D. Nothing contained herein shall obligate BAYSIDE to prepare for, or appear in arbitration or litigation on behalf of the TOWN or to undertake additional work on matters not included herein, except in consideration of additional compensation mutually agreed upon.
- E. Unless otherwise provided for hereinbefore, the attached "Standard Terms and Conditions" are incorporated herein by reference, and shall be considered a part of this agreement.

VI. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, and shall supersede all understandings and agreements between the parties prior to the date hereof.

IN WITNESS WHEREOF, the parties have set their hands and seals this day and year first above written.

BAYSIDE ENGINEERING, INC.

DATE: 4/1/15

By: Norman H. Brown
Norman H. Brown, P.E., P.L.S.
President

TOWN OF HADLEY, MASSACHUSETTS

DATE: _____

BOARD OF SELECTMAN

APPROVED AS TO FORM:

DATE: _____

Town Counsel

CERTIFICATION AS TO THE
AVAILABILITY OF FUNDS

DATE: _____

ATTACHMENT A

TOWN OF HADLEY, MASSACHUSETTS
REHABILITATION OF ROUTE 9 (RUSSELL STREET)

Fee Schedule

A.	Basic Engineering Services		
	1.	Topographic Survey/Base Plans	\$12,000
	2.	Design (Plans, Specifications, Bid Documents)	\$81,500
	3.	Direct Expenses (Travel, Reproductions)	<u>\$ 3,000</u>
		Total Basic Engineering Services - Lump Sum	<u>\$ 96,500</u>
B.	Construction Services		
	1.	Construction Administration	\$ 7,800
	2.	Resident Project Representative	\$52,500
	3.	Direct Expenses	<u>\$ 1,500</u>
		Total Construction Services - Hourly	<u>\$ 61,800</u>
		Total Fee	<u>\$158,300</u>

Construction Services to be invoiced at Bayside's Standard Hourly Billing Rates based upon level of involvement as directed by TOWN.