

City of Northampton, Massachusetts

**Contract for Engineering Design Services: Intersection of Leonard Street and Haydenville Road (Route 9)**

THIS AGREEMENT, executed this \_\_\_\_\_ day of October 2016 by and between **Tighe & Bond, Inc.**, 53 Southampton Road, Westfield, MA 01085-5308 hereinafter called "Vendor" and the **City of Northampton**, a municipal corporation in the County of Hampshire, Commonwealth of Massachusetts, party of the second part hereinafter called "Owner", acting through its Office of Planning and Sustainability, 210 Main St, Rm 11, Northampton, MA 01060.

WITNESSETH, that for the consideration hereinafter mentioned, the Owner and the Vendor shall agree to the terms and conditions contained in this contract, enumerated as follows: This Agreement and Tighe & Bond's attached June 7, 2016 "Proposal for Engineering Design Services, Intersection of Leonard Street and Haydenville Road (Route 9), Northampton, MA, and all addenda issued prior to and all Modifications issued after execution of the Contract. In the event of a conflict between Vendor's Proposal and the terms of this Agreement, the terms of this Agreement shall control.

THE OWNER shall pay the Vendor for the performance of this contract in the sum of **Nineteen Thousand One Hundred dollars (\$19,100)** in accordance with the terms of this contract.

All design work shall be completed by December 31, 2017. The Vendor shall provide a schedule of all work tasks within 30 days showing how that timeline can be met.

This contract shall not be altered in any particular without the consent of all parties to this contract. All alterations to this contract must be in writing and authorized as such by the Mayor and the signatories to this contract.

The Vendor shall not delegate, assign or transfer any of its duties delineated in the scope of services without prior written consent from the CITY.

In the event the Vendor is a corporation a certificate that the person executing this contract is duly authorized to sign must accompany this contract.

Notwithstanding anything in the Contract documents to the contrary, any and all payments which the City is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the City Auditor. Obligations for payments beyond the current fiscal year are subject to appropriation and this Contract shall be canceled in the event of non-appropriation.

Final payment on this contract shall release and discharge the Owner from any and all claims against the Owner on account of any work performed hereunder, or any alteration hereto and the Owner shall have all rights to all work products and may copy and use those freely and without limit.

The Vendor shall indemnify and hold harmless, the CITY and all of its officers, and employees against suits, claims or liabilities to the extent caused by the negligent acts, errors, or omissions of the Vendor, its employees, agents, or sub-contractors in connection with their rendering of services or goods under this AGREEMENT and will, at the Vendor's own cost and expense, defend any and all such suits and actions. Vendor's obligation to defend shall not extend to any claims other than general liability. Vendor shall reimburse CITY for reasonable attorney's fees and defense costs if Vendor is found liable for other claims.

By signing this contract the Vendor agrees to subject any dispute to mediation, at the option of the City, prior to filing suit in any forum.

This contract shall be deemed to be a Massachusetts contract and its interpretation and construction shall be governed by the laws of Massachusetts and the Charter and Ordinances of the Owner.

The provisions of this contract are severable. If any provision of this contract shall be held unconstitutional by any court of competent jurisdiction, the decision of such court shall not affect any other provisions of this contract.

The City of Northampton is not bound by this contract until approved by the Mayor of Northampton.

Pursuant to M.G.L. Chapter 62C, Section 49A, I certify under the penalties of perjury that I have, to my best knowledge and belief, complied with the law of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support. I further authorize the City of Northampton to deduct from the amounts due under this contract, any overdue taxes, real or personal, or any other fees due to the City of Northampton from the vendor which become due and payable by the vendor or its officers, directors or agents during the term of this contract or until the final amounts due under this contract are paid in full.

The vendor does not have a Northampton office.

**IN WITNESS WHEREOF the Owner caused these presents to be signed in quadruplicate and approved by David Narkewicz its Mayor and the said Vendor has caused these presents to be signed in quadruplicate and its official seal to be hereto affixed by its officer or agent thereunto duly authorized (by the attached corporate resolution). This instrument shall take effect as a sealed instrument.**

**Vendor:** \_\_\_\_\_  
Tighe & Bond, Inc., it's Authorized Signatory: David L. Loring, P.E., Vice President \_\_\_\_\_ DATE

**Please attach one W-9 to this contract when you return it to the City.**

**Certificate by Corporation to Sign Contract**

I, \_\_\_\_\_ Secretary of Tighe & Bond, hereby certify that at a duly authorized meeting of the Board of Directors of Tighe and Bond held on \_\_\_\_\_ at which all the Directors were present or waived notice, it was voted that, \_\_\_\_\_, \_\_\_\_\_ (title) be and he hereby is authorized to execute contracts and bonds in the name and behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract or obligation in this company's name on its behalf by such officer under seal of the company, shall be valid and binding upon this company,

A TRUE COPY,

ATTEST: \_\_\_\_\_ (Secretary)

Place of Business \_\_\_\_\_ Date of this Contract: January \_\_\_\_, 2017

**City of Northampton:**

\_\_\_\_\_  
Wayne Feiden, FAICP, Director of Planning and Sustainability

\_\_\_\_\_  
Joyce Karpinski, City Auditor, as to appropriation

\_\_\_\_\_  
Joe Cook, Chief Procurement Officer, as to procurement and to form

\_\_\_\_\_  
David J. Narkewicz, Mayor

N1196-0-35

June 7, 2016

Wayne Feiden, FAICP  
City of Northampton  
Director of Planning and Sustainability  
210 Main Street, Room 11  
Northampton, MA 01060

Re: **Proposal for Engineering Design Services  
Intersection of Leonard Street and Haydenville Road (Route 9)  
Northampton, MA**

Dear Mr. Feiden:

As per your request, we are pleased to submit this proposal to provide engineering services for the intersection improvements at Leonard Street and Haydenville Road (Route 9). Our proposal includes Northeast Survey Consultants, P.C., for the topographic and property survey that will serve as the basis of our design.

## **Project Understanding**

The City of Northampton (City) is proposing to realign the Leonard Street "Y" intersecting approach into a perpendicular approach with Haydenville Road (Route 9), a roadway under MassDOT jurisdiction. It is our understanding that the intersection improvements will remain unsignalized. The City improvements at this location are subject to review by MassDOT District 2 under the Application for Permit to Access State Highway process. Based on our discussions with Bao Lang, P.E., MassDOT District 2 Traffic Engineer, it is also our understanding that the MassDOT application review process can be achieved with a conceptual plan submission followed by a 75%/100% Submission.

## **Scope of Services**

Tighe & Bond's scope of services includes the following tasks.

### **Task 1 – Field Survey and Data Collection**

#### **a. Field Survey**

Under this task, our efforts will include establishing such parameters as ground survey, review of survey controls, establishment of the project baseline/centerline with associated ties, quality standards of the survey and the associated schedules.

Based on our preliminary evaluation of the roadway improvements, the project requires a detailed topographic survey. The project limits include approximately 300 feet south along Leonard Street and approximately 450 feet along Haydenville Road for a total of 750 feet. The survey limits were selected to provide appropriate detail to transition the geometric alterations with the existing conditions. The topographic survey will include the following details:

- 1) Preparation of base plans to show curb lines, edge of pavement, driveway locations, side street locations, above ground utilities and utility structures, and other



roadside features (light/utility poles, guardrails, fences, etc.), traffic signs and pavement markings, natural features, and landscape details including individual trees, streetscape features and locate building fronts, access, and corners as specified in the above area.

- 2) Location, size and type of available existing utility lines, and pipes within the project area.
- 3) Location of visible property line monuments for location of property lines based on Assessor's records, deed and title search, and layout plan review.
- 4) Preparing the base plans of roadways depicting information gathered as identified in the aforementioned.

**Task 2 – Concept Design Plan**

Tighe & Bond will prepare a conceptual plan for City and MassDOT District 2 review and feedback. The plan will be based on unsignalized improvements that “T” the Leonard Street approach with Haydenville Road. Our conceptual plan deliverable will be in form of PDF plan emailed to the City and MassDOT District 2.

**Task 3 – 75%/100% Design for MassDOT Submittal**

Tighe & Bond will prepare 75%/100% design plans for MassDOT submittal and an Opinion of Probable Construction Costs (OPCC) based on feedback received by MassDOT District 2 review of the Concept Design Plans.

A preliminary list of anticipated drawings includes:

**Table 1**  
Drawing Sheets

Sheet No.	Drawing Title
Sheet 1	Title Sheet & Index
Sheet 2	Abbreviations, legend, and notes
Sheet 3	Typical Sections & Details
Sheet 4	Construction Plans
Sheet 5	Traffic Signs & Pavement Markings
Sheet 6	Construction Details
Sheet 7	Temporary Traffic Control Plan

We have assumed that MassDOT District 2 will require a total of two paper copy sets for the 75%/100% Submission. We have included one round of plan updates to finalize the 75%/100% Design plans in order to acquire the Application for Permit to Access State Highway.

The land acquisition identified as Lot No. 1 will be included on an Approval Not Required (ANR) land division plan. The property plan shall be prepared in accordance with the rules and regulations of the Commonwealth of Massachusetts Registry of Deeds and the technical standards for the practice of land surveying in the Commonwealth of Massachusetts.

**Task 4 – Meetings**

We have included a total of two meetings to coordinate with the City and MassDOT.



## Fee

Tighe & Bond will perform the engineering services for an estimated fee of \$19,100, invoiced monthly based on services completed. For information purposes, Table 2 provides the anticipated break out of the project. The summary is presented to give the City of Northampton a better understanding of how the project budget was developed. Invoices will be submitted based on the total project fee and not individual line item budgets. Our fee does not include any permit filing fees that may apply. In the event that the scope of work is increased for any reason, the fee to complete the work shall be mutually revised by written amendment.

**TABLE 2**  
Engineering Fee Summary

Task	Budget
1. Survey	\$6,800
2. Conceptual Plans	\$1,900
3. 75%/100% MassDOT Submittal	\$8,500
4.Meeting	\$1,900
<b>TOTAL BUDGET</b>	<b>\$19,100</b>

Should the project progress in a manner contrary to our listed assumptions, an estimated level of effort and cost will be promptly provided to complete the additional services. The following services are not anticipated at this time:

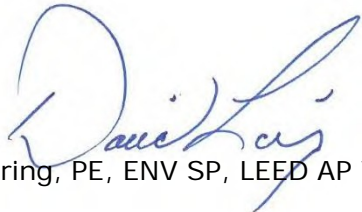
- Traffic Signal Design/Roundabout
- Massachusetts Environmental Policy Act
- Wetland permitting
- City zoning and planning permits/approvals
- Historical/archeological surveys
- Design associated with retaining walls
- Structural support design
- Meetings not identified with the proposal
- Police detail during topographic survey
- Traffic data counts



Thank you for this opportunity to offer our services to the City. If you have any questions or require additional information, please do not hesitate to contact Paul Furgal (413.875.3315, [pmfurgal@tighebond.com](mailto:pmfurgal@tighebond.com)) or David Loring (413.572.3296, [dlloring@tighebond.com](mailto:dlloring@tighebond.com)).

Very truly yours,

**TIGHE & BOND, INC.**

A handwritten signature in blue ink, appearing to read "David Loring". The signature is fluid and cursive, with a large initial "D" and "L".

David L. Loring, PE, ENV SP, LEED AP Vice  
President