

MEMORANDUM OF AGREEMENT
BETWEEN
MASSACHUSETTS WATER RESOURCES AUTHORITY
AND
CITY OF SOMERVILLE

This MEMORANDUM OF AGREEMENT is made this 29th day of August, 2018, by and between the MASSACHUSETTS WATER RESOURCES AUTHORITY a body corporate and politic and an independent authority pursuant to St. 1984, c.372 of the laws of the Commonwealth of Massachusetts ("MWRA"), and the CITY OF SOMERVILLE, duly incorporated as a City under the laws of the Commonwealth of Massachusetts ("Somerville"). MWRA and Somerville may hereafter be referred to as "Party" or "Parties."

RECITALS

WHEREAS, MWRA owns and operates the Somerville Marginal Combined Sewer Overflow Facility (the "Somerville Marginal Facility") located on Mystic Avenue in Somerville. The Somerville Marginal Facility is part of MWRA's federally approved Long Term Combined Sewer Overflow Control Plan; and

WHEREAS, the MWRA Somerville Marginal Facility receives and stores wet weather flow from two major Somerville-owned combined sewers: an 85-inch by 90-inch brick pipe and a 60-inch diameter brick pipe ("Combined Sewers") which is treated at MWRA's Somerville Marginal Facility and eventually discharged to the Mystic River; and

WHEREAS, an inspection of the Combined Sewers has revealed that extensive cracks and fractures have formed at the crown of the pipes requiring that metal road plates be placed over the section of this pipe beneath Mystic Avenue to even the load over the pipes to minimize further damage; and

WHEREAS, Mass DOT has expressed concern regarding the temporary metal plates and is desirous of having the Combined Sewers repair being complete; and

WHEREAS, it has been determined that the Combined Sewers should be repaired using a cured-in-place pipe lining method ("CIPP") that will provide structural support and maintain conveyance and storage capacity of the Combined Sewers; and

WHEREAS, it is in both Parties interest, as well as the public interest in general, to repair the Combined Sewers to maintain the requirements of CSO Control Plan and the environmental benefits to the region; and

WHEREAS, Somerville and the MWRA wish to enter into this Memorandum of Agreement ("MOA") regarding certain aspects of the payment for, and sharing of, costs with respect to the repair of the Combined Sewers ("CIPP Project") and provide for continued MWRA use of the Combined Sewers for storage and conveyance of CSO volumes.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. AWARD OF CONTRACT

1.1 Somerville agrees that it shall design, publicly bid in accordance with the public bid laws, and award a contract for the CIPP Project. Somerville will enter into a contract with the successful bidder and be responsible for construction of the CIPP Project.

2. COST SHARING

2.1 The cost of the CIPP Project is estimated to be Four Million Two Hundred Thousand Dollars (\$4,200,000).

2.2 Somerville agrees that, subject to further contents of this section, its share will be Two Million Eight Hundred Thousand Dollars (\$2,800,000)

2.3 MWRA agrees to share the cost of the CIPP Project based upon MWRA funding the cost of the cross sectional area needed for CSO storage and conveyance that would be lost with other methods of repair. MWRA agrees that it will pay Somerville an amount not to exceed One Million Four Hundred Thousand Dollars (\$1,400,000) as the full, final and complete amount of its share of the CIPP Project.

2.4 Any costs in excess estimated CIPP Project will be borne solely by Somerville, with no further contribution from MWRA.

3. SOMERVILLE RESPONSIBILITIES/RIGHTS

3.1 Somerville shall be solely responsible for all aspects of the design, permitting and construction of the CIPP Project.

3.2 To the extent permitted by law, Somerville and its successors and assigns agrees to indemnify, hold harmless the MWRA and its successors and assigns from all damages and/or claims arising out of, or in any way connected, with the CIPP Project.

3.3 To the extent required by law, Somerville agrees that it is and shall remain solely liable for any liabilities with respect to any release or threat of release of any oil or other hazardous material on the land on or under which the Combined Sewers are located and MWRA shall not be made liable hereunder for any release or threat of release of such oil or hazardous material.

4. TERM

4.1 The term of this Agreement shall, unless otherwise agreed to by the parties, commence on the date written above until final completion of the CIPP Project. MWRA will retain the right to continue to utilize the Somerville-owned Combined Sewers for conveyance and storage of CSO until MWRA determines use of said Combined Sewers is unnecessary.

expectations, negotiations, and discussions of the parties, whether oral or written. There are no representations by either party which are not specifically set forth in this agreement.

10. GOVERNING LAW

10.1 This agreement shall be executed and delivered in the Commonwealth of Massachusetts and shall be construed and enforced in accordance with, and shall be governed by, the laws of the Commonwealth of Massachusetts.

11. COUNTERPARTS

11.1 This agreement shall be executed in duplicate counterparts, each of which shall be deemed an original and both of which shall constitute one and the same instrument.

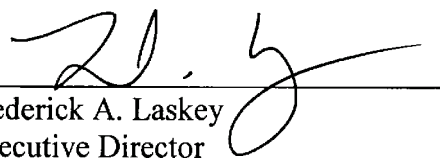
12. AUTHORITY

12.1 Each person signing below in an official or representative capacity warrants that he or she is duly authorized to act for his or her principal as indicated below and that he or she is so acting when signing this Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals on the day and year first written above.

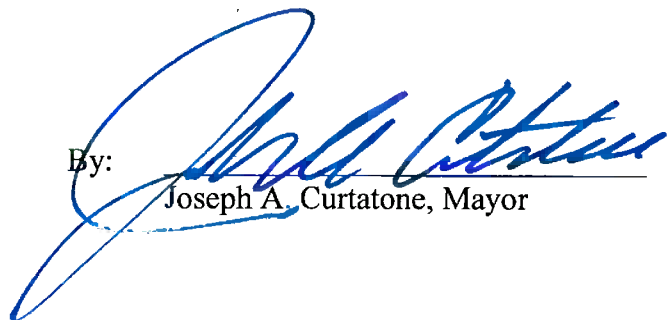
MASSACHUSETTS WATER RESOURCES
AUTHORITY

By:


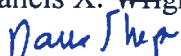

Frederick A. Laskey
Executive Director

CITY OF SOMERVILLE.

By:


Joseph A. Curtatone, Mayor

Approval as to Form:


Francis X. Wright, Jr., City Solicitor




MASSACHUSETTS WATER RESOURCES AUTHORITY

Chelsea Facility
2 Griffin Way
Chelsea, Massachusetts 02150

Telephone: (617) 242-6000
Facsimile: (617) 305-5990

Frederick A. Laskey
Executive Director

August 31, 2018

Robert T. King, PE, LEED AP, MCPPO
Director of Capital Projects and Planning
City of Somerville
1 Franey Road
Somerville, MA 02145

Subject: MWRA Memorandum of Agreement

Dear Mr. King:

I have enclosed an executed original of the Memorandum of Agreement between MWRA and the City of Somerville regarding MWRA cost share for the City's rehabilitation of its combined sewer tributary to MWRA's Somerville Marginal CSO Facility.

Please let me know the estimated construction contract award date once determined, so that MWRA can schedule the funding assistance in its Capital Improvement Program.

Thank you for your assistance in executing this agreement.

Very truly yours,

A handwritten signature in black ink, reading "David A. Kubiak". The signature is fluid and cursive, with a long horizontal stroke at the end.

David A. Kubiak, PE, PMP
Sr. Program Manager

cc: John Colbert, Acting Chief Engineer

