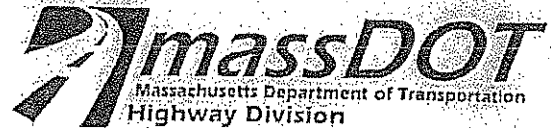




Deval L. Patrick, Governor
Timothy P. Murray, Lt. Governor
Richard A. Davey, Secretary & CEO
Frank DePaola, Administrator



AGREEMENT
NOTICE TO PROCEED

October 5, 2011

City of Somerville
93 Highland Avenue
Somerville, MA 02143

Agreement Number: 71010
Action Item #: 10
Action Item Date: October 5, 2011

Dear Hayes Morrison:

Enclosed is a signed copy of your agreement between the Massachusetts Department of Transportation, Highway Division and City of Somerville, relative to a non-participating agreement for certain roadway improvements on Broadway in Somerville.

In accordance with the terms of this agreement, you are hereby notified to commence work on September 29, 2011.

Thank you,

Tanya M. Barros
Director of Contracts & Records

TMB/lnc

cc:

Fiscal
Contracts & Records

E-Mail:

Guy Rezendes, Utilities
Karyn Ramshaw, Utilities
Daniel Casaletto, Construction
Anthony Ferolito, D4 Construction
Paul Maloy, D4 Construction
Raymond Stinson, D4 DUCE
Jocelyn Dewire, Project Management

Agreement Number: 71010

Agreement made this *29* of *September*, 2011, by and between the MASSACHUSETTS DEPARTMENT OF TRANSPORTATION, hereinafter called "MassDOT", and the MUNICIPALITY OF SOMERVILLE, hereinafter called the "Municipality".

WHEREAS, MassDOT proposes to reconstruct and improve Broadway, (hereinafter referred to as the "Project"), in the Municipality of Somerville, in said Commonwealth, and

WHEREAS, the Municipality desires MassDOT, in conjunction with the Project, to make certain roadway improvements. The contract items to install said improvements are listed on "Exhibit A" and hereinafter called NON-PARTICIPATING WORK, and

WHEREAS, the plans and specifications for the said Project and the NON-PARTICIPATING WORK desired by the Municipality, meets with approval of the Municipality and are on file in records of MassDOT.

NOW THEREFORE, in consideration thereof, MassDOT and the Municipality hereby agree as to the apportionment of the work, the expense, ownership and future maintenance of the above-mentioned NON-PARTICIPATING WORK as follows:

DIVISION OF WORK

MassDOT, by its own contractor, will furnish on behalf of the Municipality necessary labor, materials, equipment and other services for the above-mentioned NON-PARTICIPATING WORK.

Preliminary estimates of items and quantities of work prepared by MassDOT, also known as "Exhibit A" necessary for the NON-PARTICIPATING WORK is attached hereto and made a part hereof.

The terms of this agreement incorporate by reference the Project's construction contract special provisions, and MassDOT's Standard Specifications for Highways and Bridges, as amended. The Municipality hereby agrees to be bound by any decision by MassDOT concerning the Standard Specifications and Special Provisions referenced.

Any and all approvals made by MassDOT during the Project's design review shall not relieve the Municipality's responsibilities for design errors and/or omissions that are related to the said Non-Participating Work.

DIVISION OF EXPENSE

In consideration of the benefits to be derived by the Municipality from the NON-PARTICIPATING WORK, the Municipality agrees to pay in amounts equal to the bid prices, of MassDOT's Contractor, for the actual quantities of the NON-PARTICIPATING WORK.

Pursuant to the applicable provisions of M.G.L. Chapter 44, the Municipality has appropriated or identified the funds necessary to construct the NON-PARTICIPATING WORK

The following costs relating to the above NON-PARTICIPATING WORK shall also be borne by the Municipality:

1. Extra work orders initiated at the request of the Municipality or its duly authorized official.
2. Claims for "changed conditions" pursuant to M.G.L. c.30§39N arising out of the NON-PARTICIPATING WORK. MassDOT shall promptly notify the Municipality upon receipt of such claims.
3. Interest charges on Contractor payments levied pursuant to M.G.L. c.30§39G.
4. Any and all construction increases that are related to the NON-PARTICIPATING WORK. The said cost increases shall include, but are not limited to (1) Extra work, (2) changed conditions, (3) traffic police, (4) item overruns, and (5) design errors and/or omissions.

Payments to be made by the Municipality are to be made directly to MassDOT's Contractor at such times and in such amounts as specified in written orders from MassDOT to the Municipality.

FUTURE MAINTENANCE

The Municipality's representative shall be made available to attend MassDOT's final inspection of the Project. When all punch items identified as part of the final inspection are addressed to the satisfaction of MassDOT, MassDOT shall notify the Municipality in writing that the Project has been completed. Upon such date of notification, the Municipality shall be responsible hereafter for the maintenance and preservation for said NON-PARTICIPATING WORK including any additional work items undertaken in accordance with this Agreement.



Deval L. Patrick, Governor
Timothy P. Murray, Lt. Governor
Richard A. Davey, Secretary & CEO
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Anthony Ferolito, D4 Construction
Paul Maloy, D4 Construction
Raymond Stinson, D4 DUCE
Jocelyn Dewire, Project Management

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF TRANSPORTATION
HIGHWAY DIVISION

Thomas F. Broderick 9/29/11
THOMAS BRODERICK, P. E.
ACTING CHIEF ENGINEER

MUNICIPALITY OF SOMERVILLE

Joseph A. Curtstone
(Signature)

Joseph A. Curtstone
(Name-Printed)

Mayor
(Title)