

Massachusetts Department of Transportation - Highway Division
Agreement **Amount Range: \$0 to \$100,000**

Originating Office: <u>Utilities</u>	Agreement #: <u>71010</u>
Agreement Type: <u>Non-Participating Agreement</u>	Project ID: <u>605219</u>
Project/Location: <u>Somerville-Broadway</u>	
Vendor/Party Name: <u>City of Somerville</u>	
Vendor/Party Address: <u>93 Highland Ave. - City Hall</u>	
<u>Somerville, MA 02143</u>	
Original Max. Obligation: <u>0.00</u>	Completion Date/Duration: _____
NTP Date: <u>9/29/11</u>	Federal Aid Number: _____

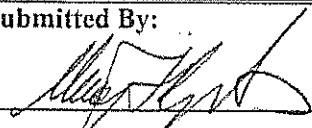
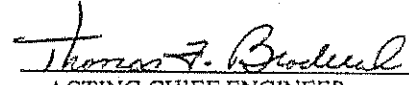
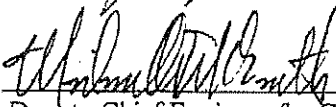
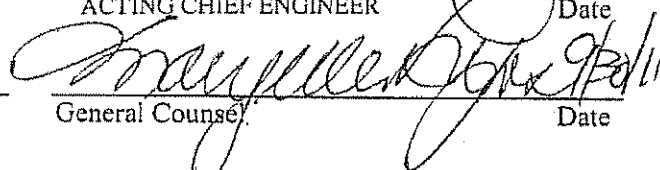
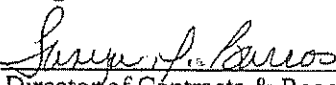
Description:

Attached are two (2) copies of Agreement Number 71010 between the MassDOT and the City of Somerville, relative to a Non-Participating Agreement for certain roadway improvements, in conjunction with the subject project. Following approval, one (1) copy should remain in the files of MassDOT and one (1) copy should be forwarded to the address above, attention: Hayes Morrison.

GR/ker

cc: Utilities, Construction, District 4 Construction-Tony Ferolito, Project Management

ANTHONY FEROLITO (4) 781.641.8415
JOCELYN DEWEY 857.368.9347

Submitted By:	Approved By:
 <u>9/22/11</u> Date	 <u>9/29/11</u> Date ACTING CHIEF ENGINEER
 <u>9/27/11</u> Date Deputy Chief Engineer for Construction	 <u>9/29/11</u> Date General Counsel
Budget/C.E.P.O. _____ Date	Highway Administrator <u>N/A</u> _____ Date
 <u>10.5.11</u> Date Director of Contracts & Records	<u>N/A</u> _____ Date Secretary/CEO

DOT AWARD 03-25-2010

Item Number: 10
Date: OCT 05 2011



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

massDOT
Massachusetts Department of Transportation

I, Elizabeth Levin, Secretary of the Board of Directors of the Massachusetts Department of Transportation, hereby certify that, at a Meeting of the Board of Directors of the Massachusetts Department of Transportation, acting under the provisions of Chapter 6C of the General Laws, as amended to date, duly called and held on the twenty-second day of May 2012, at which the full Board was present, the following Vote was adopted:

VOTED: That the Secretary/CEO be, and hereby is, authorized to execute, in the name and on behalf of the Massachusetts Department of Transportation and in a form approved by the General Counsel, a contract with AR Belli Inc./AR Equipment Corp for the project entitled "Somerville-Roadway Reconstruction and Related work on a Section of Broadway" with the Highway Division in the amount of \$7,917,175.70, based upon a schedule of unit and lump sum prices, said contractor being the lowest responsible and eligible bidder in response to requests for sealed proposals.

A true copy,

Attest May 30, 2012

Elizabeth Levin

Elizabeth Levin, Secretary

Board of Directors of the

Massachusetts Department of Transportation

THE COMMONWEALTH OF MASSACHUSETTS
MASSACHUSETTS DEPARTMENT OF TRANSPORTATION - HIGHWAY DIVISION

CONTRACT

Clause 1. This agreement made this 8 day of June in the year of two thousand twelve, between the Commonwealth of Massachusetts, by the Massachusetts Department of Transportation - Highway Division, for the said Commonwealth, and

A. R. BELLI, INC./A. R. EQUIPMENT CORP., Corporations duly organized under the laws of the Commonwealth of Massachusetts respectively and having a usual place of business in Newtonville, Massachusetts, acting as Joint Venturers and not as a partnership, herein called the Contractor.

Clause 2. Witnesseth, That the parties to this agreement, each in consideration of the agreements on the part of the other herein contained, do hereby agree, the Commonwealth of Massachusetts for itself, and said Contractor for itself and its successors and assigns as follows:

The contractor agrees to furnish all equipment, machinery, tools and labor and furnish and deliver all materials required to be furnished and delivered in and about the improvement and to do and perform all work in

Roadway Reconstruction and Related Work (Including Streetscape Enhancements) on a Section of Broadway in the City of Somerville,

in strict conformity with the provisions herein contained and of the Notice to Contractors, Proposal and Special Provisions hereto attached, and the applicable Standard Specifications for Highways and Bridges with the plans referred to herein. All said plans, Standard Specifications, Supplemental Specifications, Special Provisions, Notice to Contractors and Proposal are hereby made a part of this contract.

Clause 3. In consideration of the foregoing premises the Commonwealth agrees to pay and the Contractor agrees to receive as full compensation for everything furnished and done by the Contractor under this contract, including all work required but not shown on the plans for the items herein mentioned, and also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any delay or from any unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all risks of every description connected with the work, and for all expenses incurred by or in consequence of the suspension or discontinuance of the work as herein specified, and for well and faithfully completing the work, and the whole thereof, as herein provided, such unit prices are set out in the accompanying proposal, and for all work required, for which there is no item in the proposal, such compensation as is provided for in the aforesaid specifications.

On November 1, 2009, the Massachusetts Department of Highways was abolished, and all assets, liabilities, and obligations became those of the Massachusetts Department of Transportation. Anywhere in this contract the terms Commission, Commonwealth, Department of Public Works, Department, Massachusetts Highway Department, MassHighway, Party of the First Part, or any other term intending to mean the former Massachusetts Department of Highways is herein used, it shall be interpreted to mean the Massachusetts Department of Transportation or applicable employee of MassDOT unless the context clearly requires otherwise.

Pursuant to St. 2009, c. 25 "An Act Modernizing the Transportation Systems of the Commonwealth", as amended, the Massachusetts Department of Transportation has by operation of law inherited all rights and obligations pursuant to any contract, and therefore parties to this contract hereby acknowledge and agree that its terms shall be liberally construed and interpreted to maintain the rights and obligations of the Massachusetts Department of Transportation. Furthermore, the parties hereby acknowledge and agree that the transfer of all rights and obligations from the Massachusetts Department of Highways to the Massachusetts Department of Transportation shall not have the effect of altering or eliminating any provision of this contract in a manner that inures to the detriment of the Massachusetts Department of Transportation.

In witness whereof, the said Contractor has caused these presents to be signed in its name and behalf and its corporate seal to be hereto affixed by

Cynthia B. Sementelli Its president
and Cynthia B. Sementelli Its president

thereto duly authorized, and the said Commonwealth has executed these presents by its Massachusetts Department of Transportation - Highway Division on the year and day above written.

[Signature] 6/26/12
Administrator, Massachusetts Department of Transportation - Highway Division

[Signature] 6/26/12
Secretary and CEO, Massachusetts Department of Transportation

A. R. BELL, INC. _____ Contractor
BY Cynthia B. Sementelli, president _____ Corporate Seal

A. R. EQUIPMENT CORP. _____ Joint Venturer
BY Cynthia B. Sementelli, president _____ Corporate Seal

We certify under the penalties of perjury that all the applicable provisions of General Laws (Ter. Ed.) Chapter 149 Section 44J have been complied with

[Signature]



Deval L. Patrick, Governor
Timothy R. 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/Inc

cc:

Fiscal
Contracts & Records

E-Mail:

Guy Rezendes, Utilities
Karyn Ramshaw, Utilities
Daniel Casaleto, 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 R. Murray, Lt. Governor
Richard A. Davey, Secretary & CEO
Frank DePaola, Administrator



AGREEMENT
NOTICE TO PROCEED

October 5, 2011

City of Somerville
93 Highland Avenue
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Tanya M. Barros
Director of Contracts & Records

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Karyn Ramshaw, Utilities
Daniel Casaleto, Construction
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)

100% City Estimate

Project No : 605219 AZ ID : 49013
 Location : SOMERVILLE
 Description : STREETSCAPE IMPROVEMENTS ON BROADWAY HP-002S(344)X
 IBM # :

Item Number	Quantity	Unit	Item Description	Unit Price	Total
120.1	2,391	CY	UNCLASSIFIED EXCAVATION	\$23.000	\$54,993.00
142.	3,192	CY	CLASS B TRENCH EXCAVATION	\$25.000	\$79,800.00
144.	319	CY	CLASS B ROCK EXCAVATION	\$50.000	\$15,950.00
151.	119	CY	GRAVEL BORROW	\$22.000	\$2,618.00
* 153.	571	CY	CONTROLLED DENSITY FILL - EXCAVATABLE	\$100.000	\$57,100.00
* 180.4	1,269	CY	MONITORING/HANDLING AND STOCKPILING OF CONTAMINATED SOILS	\$25.000	\$31,725.00
* 181.1	1,028	TON	DISPOSAL OF CONTAMINATED SOIL	\$42.000	\$43,176.00
* 181.1	500	GAL	TREATMENT OF CONTAMINATED GROUNDWATER	\$4.000	\$2,000.00
* 183.2	200	LB	DISPOSAL OF GRANULAR ACTIVATED CARBON	\$7.000	\$1,400.00
* 184.1	30	TON	DISPOSAL OF TREATED WOOD PRODUCTS	\$200.000	\$6,000.00
* 187.3	17	CY	REMOVAL AND DISPOSAL OF DRAINAGE STRUCTURE SEDIMENTS	\$150.000	\$2,550.00
* 187.31	3,704	FT	REMOVAL AND DISPOSAL OF DRAINAGE PIPE SEDIMENTS	\$6.000	\$22,224.00
* 201.5	19	EA	CATCH BASIN - MUNICIPAL STANDARD	\$3,000.000	\$57,000.00
* 202.01	13	EA	MANHOLE - MUNICIPAL STANDARD	\$4,000.000	\$52,000.00
* 203.11	2	EA	SPECIAL MANHOLE - MUNICIPAL STANDARD	\$4,000.000	\$8,000.00
* 203.12	1	EA	SPECIAL MANHOLE (5 FT) - MUNICIPAL STANDARD	\$4,000.000	\$4,000.00
* 203.13	1	EA	SPECIAL MANHOLE (6 FT) - MUNICIPAL STANDARD	\$4,000.000	\$4,000.00
204.	3	EA	GUTTER INLET	\$1,600.000	\$4,800.00
206.	2	EA	DROP INLET, TYPE A	\$2,500.000	\$5,000.00
* 210.2	2	EA	SANITARY SEWER MANHOLE (9 TO 14 FOOT DEPTH)	\$3,500.000	\$7,000.00
220.	47	EA	DRAINAGE STRUCTURE ADJUSTED	\$250.000	\$11,750.00
* 220.10	437	FT	SANITARY SEWER MANHOLE (BRICK) LINING	\$160.000	\$69,920.00
220.2	38	FT	DRAINAGE STRUCTURE REBUILT	\$200.000	\$7,600.00
220.3	2	EA	DRAINAGE STRUCTURE CHANGE IN TYPE	\$750.000	\$1,500.00
220.5	4	EA	DRAINAGE STRUCTURE REMODELED	\$500.000	\$2,000.00
* 220.6	95	FT	SANITARY STRUCTURE REBUILT	\$175.000	\$16,625.00
220.7	23	EA	SANITARY STRUCTURE ADJUSTED	\$240.000	\$5,520.00
* 220.8	5	EA	SANITARY STRUCTURE REMODELED	\$500.000	\$2,500.00
* 222.3	42	EA	FRAME AND GRATE (OR COVER) MUNICIPAL STANDARD	\$550.000	\$23,100.00
* 223.1	20	EA	FRAME AND GRATE (OR COVER) REMOVED AND STACKED	\$33.000	\$660.00
* 225.52	19	EA	TRAP AND HOOD MUNICIPAL STANDARD	\$400.000	\$7,600.00
227.4	15	SF	MASONRY PLUG	\$100.000	\$1,500.00
238.10	40	FT	10 INCH DUCTILE IRON PIPE	\$75.000	\$3,000.00

100% City ESTIMATE

Project No : 605219 AE ID : 49013

Location : SOMERVILLE

Description : STREETSCAPE IMPROVEMENTS ON BROADWAY HP-002S(344)X

IBM # :

Item Number	Quantity	Unit	Item Description	Unit Price	Total
238.12	50	FT	12 INCH DUCTILE IRON PIPE	\$120.000	\$6,000.00
* 250.04	40	FT	4 INCH POLYVINYL CHLORIDE SANITARY SEWER PIPE	\$80.000	\$3,200.00
* 250.06	40	FT	6 INCH POLYVINYL CHLORIDE SANITARY SEWER PIPE	\$90.000	\$3,600.00
* 250.10	343	FT	10 INCH POLYVINYLCHLORIDE SANITARY SEWER PIPE	\$200.000	\$68,600.00
* 250.12	560	FT	12 INCH POLYVINYLCHLORIDE SANITARY SEWER PIPE	\$225.000	\$126,000.00
* 250.18	276	FT	18 INCH POLYVINYLCHLORIDE SANITARY SEWER PIPE	\$240.000	\$66,240.00
* 250.20	105	FT	20 INCH POLYVINYLCHLORIDE SANITARY SEWER PIPE	\$260.000	\$27,300.00
* 251.	1	LS	BY-PASS PUMPING SYSTEMS (FOR SEWER/COMBINED SEWER)	\$50,000.000	\$50,000.00
* 251.08	85	FT	8 INCH VC - PVC SEWER LINING (NON-MAN ENTRY)	\$75.000	\$6,375.00
* 251.10	350	FT	10 INCH VC - PVC SEWER LINING (NON-MAN ENTRY)	\$85.000	\$29,750.00
* 251.12	3,579	FT	12 INCH VC - PVC SEWER LINING (NON-MAN ENTRY)	\$95.000	\$340,005.00
* 251.24	2,205	FT	24 INCH VC - PVC SEWER LINING (NON-MAN ENTRY)	\$150.000	\$330,750.00
* 251.36	562	FT	36 INCH BRICK - PVC SEWER LINING (NON-MAN ENTRY)	\$250.000	\$140,500.00
302.04	10	FT	4 INCH DUCTILE IRON WATER PIPE (RUBBER GASKET)	\$100.000	\$1,000.00
302.06	127	FT	6 INCH DUCTILE IRON WATER PIPE (RUBBER GASKET)	\$105.000	\$13,335.00
302.08	1,872	FT	8 INCH DUCTILE IRON WATER PIPE (RUBBER GASKET)	\$110.000	\$205,920.00
302.10	170	FT	10 INCH DUCTILE IRON WATER PIPE (RUBBER GASKET)	\$115.000	\$19,550.00
302.12	3,125	FT	12 INCH DUCTILE IRON WATER PIPE (RUBBER GASKET)	\$120.000	\$375,000.00
* 304.04	2	EA	PUSH-ON RESTRAINED JOINT GASKET (4")	\$75.000	\$150.00
* 304.06	8	EA	PUSH-ON RESTRAINED JOINT GASKET (6")	\$138.000	\$1,104.00
* 304.08	96	EA	PUSH-ON RESTRAINED JOINT GASKET (8")	\$144.000	\$13,824.00
* 304.10	10	EA	PUSH-ON RESTRAINED JOINT GASKET (10")	\$209.000	\$2,090.00
* 304.12	158	EA	PUSH-ON RESTRAINED JOINT GASKET (12")	\$241.000	\$38,078.00
309.	22,756	LB	DUCTILE IRON FITTINGS FOR WATER PIPE	\$6.000	\$136,536.00
* 320.1	28	EA	WATER MANHOLE ADJUSTED	\$300.000	\$8,400.00
* 320.2	1	EA	WATER MANHOLE REMODELED	\$550.000	\$550.00
347.1	2,288	FT	1 INCH COPPER TUBING TYPE K	\$60.000	\$137,280.00
350.04	6	EA	4 INCH GATE AND GATE BOX	\$680.000	\$4,080.00
350.06	6	EA	6 INCH GATE AND GATE BOX	\$850.000	\$5,100.00
350.08	16	EA	8 INCH GATE AND GATE BOX	\$1,200.000	\$19,200.00
350.10	5	EA	10 INCH GATE AND GATE BOX	\$2,000.000	\$10,000.00
350.12	8	EA	12 INCH GATE AND GATE BOX	\$2,200.000	\$17,600.00

100% City ESTIMATE

Project No : 605219 AE ID : 49013
 Location : SOMERVILLE
 Description : STREETSCAPE IMPROVEMENTS ON BROADWAY HP-002S(344)X
 IBM # :

Item Number	Quantity	Unit	Item Description	Unit Price	Total
357.12	1	EA	12 INCH GATE BOX	\$1,000.000	\$1,000.00
358.	10	EA	GATE BOX ADJUSTED	\$150.000	\$1,500.00
* 358.1	38	EA	GATE BOX REMOVED AND STACKED	\$200.000	\$7,600.00
363.1	89	EA	1 INCH CORPORATION COCK	\$200.000	\$17,800.00
367.04	1	EA	4 INCH CAST IRON PLUG	\$200.000	\$200.00
367.06	8	EA	6 INCH CAST IRON PLUG	\$250.000	\$2,000.00
367.08	1	EA	8 INCH CAST IRON PLUG	\$300.000	\$300.00
367.10	4	EA	10 INCH CAST IRON PLUG	\$400.000	\$1,600.00
367.12	9	EA	12 INCH CAST IRON PLUG	\$500.000	\$4,500.00
* 369.12	2	EA	12 X 12 INCH TAPPING SLEEVE, VALVE AND BOX	\$7,000.000	\$14,000.00
* 371.01	89	EA	1 INCH COUPLING	\$200.000	\$17,800.00
* 371.04	1	EA	4 INCH COUPLING	\$340.000	\$340.00
* 371.06	8	EA	6 INCH COUPLING	\$360.000	\$2,880.00
* 371.08	1	EA	8 INCH COUPLING	\$380.000	\$380.00
* 371.10	4	EA	10 INCH COUPLING	\$400.000	\$1,600.00
* 371.12	4	EA	12 INCH COUPLING	\$420.000	\$1,680.00
* 390.	1	LS	WATER SERVICE FOR IRRIGATION	\$5,000.000	\$5,000.00
* 701.3	616	SY	CONCRETE PAVER SIDEWALK	\$160.000	\$101,760.00
* 701.31	1,285	SY	CONCRETE PAVER CROSSWALK	\$150.000	\$192,750.00
* 701.4	362	SY	CONCRETE PAVER ON ROADWAY	\$165.000	\$59,730.00
703.	10	TON	HOT MIX ASPHALT DRIVEWAY	\$150.000	\$1,500.00
* 707.1	42	EA	PARK BENCH	\$1,600.000	\$67,200.00
* 707.15	2	EA	PARK BENCH REMOVED AND RESET	\$800.000	\$1,600.00
* 707.16	4	EA	PARK BENCH REMOVED AND STACKED	\$500.000	\$2,000.00
* 707.2	15	EA	TRASH RECEPTACLE	\$1,200.000	\$18,000.00
* 707.25	2	EA	TRASH RECEPTACLE REMOVED AND RESET	\$600.000	\$1,200.00
* 707.26	12	EA	TRASH RECEPTACLE REMOVED AND STACKED	\$200.000	\$2,400.00
* 707.31	89	EA	5 FOOT SQUARE TREE GRATE	\$1,900.000	\$169,100.00
* 707.821	2	EA	BOLLARD REMOVED AND STACKED	\$400.000	\$800.00
* 707.85	7	EA	SOLAR LIGHTED BOLLARD	\$750.000	\$5,250.00
* 707.9	26	EA	BICYCLE RACK	\$1,000.000	\$26,000.00
* 709.	6	EA	PRECAST CONCRETE PLANTER - 60" DIA.	\$300.000	\$1,800.00
751.	845	CY	LOAM BORROW	\$40.000	\$33,800.00
770.	75	SY	LAWN SODDING	\$10.000	\$750.00

100% City ESTIMATE

Project No : 605219 AE ID : 49013

Location : SOMERVILLE

Description : STREETSCAPE IMPROVEMENTS ON BROADWAY HP-0G2S(344)X

IBM # :

Item Number	Quantity	Unit	Item Description	Unit Price	Total
* 775.435	32	EA	GLEDTISIA TRIACANTHOS INERMIS SHADEMASTER 4-4 1/2" CAL.	\$500.000	\$16,000.00
* 776.555	23	EA	ACER RUBRUM, 4-4 1/2" CAL.	\$700.000	\$16,100.00
* 777.142	32	EA	QUERCUS PALUSTRIS, 4-4 1/2" CAL.	\$500.000	\$16,000.00
* 777.547	15	EA	PLATANUS ACERIFOLIA, 4-4 1/2" CAL.	\$450.000	\$6,750.00
782.377	7	EA	PAGODA TREE - 'REGENT' 3-3.5 INCH CALIPER	\$400.000	\$2,800.00
* 782.378	10	EA	PAGODA TREE - 'REGENT', 4-4 1/2" CAL.	\$500.000	\$5,000.00
* 785.001	6	EA	CHAMAECYPARIS OBTUSE "GRACILLIS", 3GAL.	\$50.000	\$300.00
* 785.003	22	EA	DEUTZIA GRACILIS, 1 1/2' - 2' SP.	\$50.000	\$1,100.00
* 786.468	144	EA	JUNIPERUS HORIZONTALIS "SARGENTI", 3 GAL.	\$50.000	\$7,200.00
* 787.094	14	EA	RHODODENDRON PURPLE GEM, 2 - 2 1/2' SP	\$100.000	\$1,400.00
* 787.264	34	EA	TAXUS BACATTA 'REPANDENS', 2 1/2' - 3' SP.	\$60.000	\$2,040.00
* 796.268	170	EA	HEMEROCALLIS 'HAPPY RETURNS', 1 GAL.	\$15.000	\$2,550.00
* 796.300	262	EA	ROSA 'RADTKO', 3 GAL	\$50.000	\$13,100.00
796.423	230	EA	DWARF FOUNTAIN GRASS - 'HAMELN' 1 GALLON	\$15.000	\$3,450.00
* 796.446	261	EA	LIRIOPE MUSCARI, 1 GAL	\$15.000	\$3,915.00
* 796.701	290	EA	NEPETA X FASSENII 'WALKERS LOW', 1 GAL.	\$15.000	\$4,350.00
804.2	4,500	FT	2 INCH ELECTRICAL CONDUIT TYPE NM - PLASTIC (UL)	\$25.000	\$112,500.00
804.3	3,780	FT	3 INCH ELECTRICAL CONDUIT TYPE NM - PLASTIC - (UL)	\$30.000	\$113,400.00
* 804.32	1,440	FT	3 INCH ELECTRICAL CONDUIT TYPE NM - PLASTIC - (UL) - DOUBLE	\$32.000	\$46,080.00
* 804.33	100	FT	3 INCH ELECTRICAL CONDUIT TYPE NM - PLASTIC - (UL) - TRIPLE	\$34.000	\$3,400.00
811.30	50	EA	PULL BOX 8 X 23 INCHES - SD2.030	\$300.000	\$15,000.00
811.31	60	EA	PULL BOX 12 X 12 INCHES - SD2.031	\$400.000	\$24,000.00
811.35	10	EA	PULL BOX ADJUSTED	\$200.000	\$2,000.00
811.36	5	EA	ELECTRIC MANHOLE ADJUSTED	\$500.000	\$2,500.00
* 811.38	2	EA	ELECTRIC HANDHOLE REMOVED AND RESET	\$500.000	\$1,000.00
* 812.101	26	EA	LIGHT STANDARD FOUNTAIN - 26 INCH ROUND	\$1,300.000	\$33,800.00
* 812.102	46	EA	LIGHT STANDARD FOUNDATION - 19 INCH ROUND	\$1,000.000	\$46,000.00
812.20	3	EA	LIGHTING LOAD CENTER FOUNDATION	\$2,000.000	\$6,000.00
* 813.491	90	FT	WIRE TYPE 8 SERVICE ENTRANCE #1/0	\$5.000	\$450.00
* 813.501	10,400	FT	WIRE TYPE 9 SPECIAL PURPOSE #6	\$3.000	\$31,200.00
* 813.502	5,200	FT	WIRE TYPE 9 SPECIAL PURPOSE #4	\$3.000	\$15,600.00
* 813.503	4,000	FT	WIRE TYPE 9 SPECIAL PURPOSE #2	\$3.000	\$12,000.00

ENJ32

COMMONWEALTH OF MASSACHUSETTS
MassDOT Highway Division

Page: 9 of 9

Date: 09/14/2011 11:32 AM

100% City ESTIMATE

Project No : 605219 AE ID : 49013
 Location : SOMERVILLE
 Description : STREETSCAPE IMPROVEMENTS ON BROADWAY HP-002S(344)X
 IBM :

Item Number	Quantity	Unit	Item Description	Unit Price	Total
* 811.523	4,900	FT	WIRE TYPE 10 - #6 GROUNDING	\$2.000	\$9,800.00
* 811.6	1	LS	EQUIPMENT GROUNDING	\$3,000.000	\$3,000.00
811.831	364	FT	WIRE LOOP INSTALLED IN ROADWAY	\$10.000	\$3,640.00
* 821.012	26	EA	ROADWAY ORNAMENTAL LIGHT POLE - 27 FT HEIGHT	\$4,500.000	\$117,000.00
* 821.111	2	EA	ORNAMENTAL LIGHTING POLE - 15 FT HEIGHT	\$1,500.000	\$3,000.00
* 821.112	44	EA	ORNAMENTAL LIGHTING POLE - 16 FT HEIGHT-DOUBLE TOP	\$1,700.000	\$74,800.00
* 823.01	26	EA	ORNAMENTAL PENDANT LUMINAIRE - 90 W LED	\$1,800.000	\$46,800.00
* 823.02	90	EA	ORNAMENTAL POLE TOP LUMINAIRE - 65 W LED	\$1,400.000	\$126,000.00
* 823.61	1	LS	HIGHWAY LIGHTING LOAD CENTER NO.1	\$15,000.000	\$15,000.00
* 823.62	1	LS	HIGHWAY LIGHTING LOAD CENTER NO.2	\$15,000.000	\$15,000.00
* 823.63	1	LS	TREE LIGHTING LOAD CENTER	\$10,000.000	\$10,000.00
* 823.71	9	EA	HIGHWAY LIGHTING POLE AND LUMINAIRE REMOVED & STACKED	\$500.000	\$4,500.00
874.	22	EA	STREET NAME SIGN	\$100.000	\$2,200.00
* 877.4	12	EA	SIGN POST 2-1/2 INCH STEEL	\$175.000	\$2,100.00
* 901.01	50	FT	CEMENT CONCRETE RETAINING SEATWALLS	\$250.000	\$12,500.00
* 901.02	30	FT	CEMENT CONCRETE FREE STANDING SEATWALLS	\$250.000	\$7,500.00
* 918.	1	LS	GRANITE STEPS WITH HANDRAILS	\$8,000.000	\$8,000.00
					\$4,618,573.00

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May

2004



CONTRACTOR LEGAL NAME: City of Somerville
CONTRACTOR VENDOR/CUSTOMER CODE:

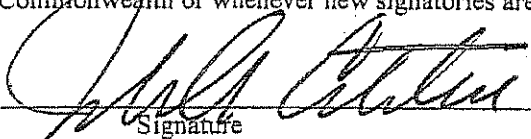
INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE
<u>Joseph A Curtatone</u>	<u>MAYOR</u>

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.


Signature

Date: 11/23/09

Title: MAYOR

Telephone: 617 625 3600

Fax: 617 625 3434

Email: JCURTATONE@SOMERVILLEMA.GOV

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May

2004



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

PROOF OF AUTHENTICATION OF SIGNATURE

This page is optional and is available for a department to authenticate contract signatures.
It is recommended that Departments obtain authentication of signature for the signatory
who submits the Contractor Authorized Listing.

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type):

Title:

X

Signature as it will appear on contract or other document (Complete only in presence of notary):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, Nancy McSwain (NOTARY) as a notary public certify that I witnessed
the signature of the aforementioned signatory above and I verified the individual's identity on this date:

December 15, 2009



NANCY D. AYLWARD
Notary Public
Commonwealth of Massachusetts
My Commission Expires
September 29, 2011

My commission expires on:

AFFIX NOTARY SEAL

I, _____ (CORPORATE CLERK) certify that I witnessed the
signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's
authority as an authorized signatory for the Contractor on this date:

_____, 20 ____.

AFFIX CORPORATE SEAL

Massachusetts Department of Transportation - Highway Division
Agreement **Amount Range: \$0 to \$100,000**

Originating Office: <u>Utilities</u>	Agreement #: <u>72625</u>
Agreement Type: <u>City-Town 110% Agreement</u>	Project ID: <u>605219</u>
Project/Location: <u>Somerville-Broadway</u>	
Vendor/Party Name: <u>City of Somerville</u>	
Vendor/Party Address: <u>93 Highland Ave. - City Hall</u>	
<u>Somerville, MA 02143</u>	
Original Max. Obligation: _____	Completion Date/Duration: _____
NTP Date: <u>2/29/12</u>	Federal Aid Number: _____

Description:

Attached are two (2) copies of Agreement Number 72625 between the MassDOT and the City of Somerville, relative to the City's participation in paying cost overruns for the subject roadway project to be constructed by the MassDOT's contractor. Following approval, one (1) copy should remain in the files of MassDOT and one (1) copy should be forwarded to the address above, attention: Mayor Joseph A. Curtatone.

GR/ker

cc: Utilities, Construction, District 4 Construction-Tony Ferolito, Project Management

Submitted By:

[Signature] 2/17/12
Date

[Signature] 2/22/12
Deputy Chief Engineer for Construction Date

N/R
Budget/C.E.P.O. Date

[Signature] 2/29/12
Director of Contracts & Records Date

Approved By:

[Signature] 2/28/12
Chief Engineer Date

[Signature] 2/24/12
General Counsel Date

[Signature] 2/29/12
Highway Administrator Date

N/R
Secretary/CEO Date

DOT AWARD 03-25-2010

Item Number: 24

Date: FEB 29 2012



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



UTILITY AGREEMENT
NOTICE TO PROCEED

February 29, 2012

City of Somerville
City Hall
93 Highland Avenue
Somerville, MA 02143

Agreement Number: 72625
Action Item #: 24
Action Item Date: February 29, 2012

Dear Mayor Joseph A. Curtatone:

Enclosed is a signed copy of your agreement between the Massachusetts Department of Transportation, Highway Division and City of Somerville relative to the city's participation in paying cost overruns for the roadway reconstruction and related work on a section of Broadway in Somerville.

In accordance with the terms of this agreement, you are hereby notified to commence work on February 29, 2012.

Thank you,

Tanya M. Barros
Director of Contracts & Records

TMB/shsc

cc:

Fiscal

Contracts & Records

E-Mail:

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

MUNICIPALITY 110% AGREEMENT

Agreement By and Between
The Massachusetts Department of Transportation
And The
Municipality of Somerville

Agreement Number 72625

Agreement made this 24th day of February, 2012 by and between the Massachusetts Department of Transportation, established pursuant to Chapter 6C of the General Laws, having its principal place of business in the State Transportation Building at 10 Park Plaza, Boston Massachusetts 02116 (hereinafter referred to as the "MassDOT") and the Municipality of Somerville, (hereinafter referred to as the "Municipality").

WHEREAS, the Municipality desires MassDOT to perform roadway reconstruction and related work on a section of Broadway, (hereinafter referred to as the "Project"), and where the said roadway is under the jurisdiction of the Municipality of Somerville, in said Commonwealth, and

WHEREAS, in accordance with Chapter 81 of the General Laws, MassDOT may at its discretion and subject to appropriation by the Legislature expend monies to improve and upgrade local roads under local jurisdiction, and

WHEREAS, the Municipality has procured the services of the consulting firm of DCI for the Project, in accordance with the terms and provisions of the MassDOT Highway Division Project Eligibility Notification and the consulting firm has prepared a complete set of plans, specifications, and estimates for the Project in accordance with the terms and provisions of the Project Eligibility Notification, and

WHEREAS, MassDOT advertised and awarded the Project, and

WHEREAS, the parties hereto have reached an agreement as to the apportionment of the work necessary for the construction of the Project, including the expenses thereof,

NOW, THEREFORE, in consideration thereof, MassDOT and the Municipality hereby agree each with the other, as follows:

DIVISION OF WORK

MassDOT shall execute the construction contract and issue the Notice to Proceed upon the execution of this Municipality 110% Agreement.

MassDOT shall provide construction oversight of said Project.

The Municipality is responsible for any and all design required for the Project, including construction phase services, in accordance with terms and provisions of the Project Eligibility Notification.

DIVISION OF EXPENSE

MASSDOT FUNDED ("PARTICIPATING") WORK.

MassDOT shall be responsible for the total participating contract bid price plus Project costs up to and including ten percent (10%) for additional work necessary to complete the original scope of the participating work (as shown on "Exhibit A, Contract Estimate" attached hereto).

MassDOT shall also be responsible for all construction costs that exceed the total participating contract bid price plus ten percent (10%) if the municipality submits sufficient documentation to MassDOT showing that the work was necessary solely due to MassDOT's construction oversight, as determined solely by MassDOT.

MUNICIPALITY FUNDED ("NON-PARTICIPATING") WORK.

The Municipality shall be responsible for all construction costs under two conditions:

1. When the construction costs for the contract scope exceed the total participating contract bid price by more than ten percent (10%), the Municipality shall be responsible for the amount over 110% of the total participating contract bid price unless the municipality submits sufficient documentation to MassDOT showing that the work was necessary solely due to MassDOT's construction oversight, as determined solely by MassDOT.
2. When the Municipality requests work that FHWA and/or MassDOT determine is unnecessary to complete the Project, the work shall be deemed "non-participating" and the Municipality shall pay the full cost of that work.

If the determination of "non-participating" was made before the construction Project was bid, the work is identified as "Non-Participating" in the bid documents and a separate "Non-Participating Agreement" executed by the Municipality and MassDOT.

Types of non-participating construction costs that may arise after the construction contract is executed includes, but is not limited, to the following:

1. Bid item overruns and additional work over 110% of the total participating contract bid price necessitated by design errors and omissions. (See "Project Scope – Extra Work/Reduction in Scope" below)
2. Bid item overruns and additional work requested by the Municipality. (See "Project Scope – Extra Work/Reduction in Scope" below.)
3. Costs due to the design being out of compliance with MassDOT regulations and policies.
4. Additional traffic control assigned by MassDOT at the request of the Municipality.
5. Interest charges on late contractor payments, levied pursuant to M.G.L. c. 30, § 39G, when the payments are the responsibility of the Municipality. ,.
6. Work necessitated by changed conditions, pursuant to M.G.L. c. 30, § 39N (See "Project Scope – Additional Costs/Reduction in Scope" below.)

MASSDOT NOTIFICATION TO MUNICIPALITY

The MassDOT District office shall promptly provide written notification to the Municipality of the following:

1. Alleged design errors and omissions.
2. Contractor claims for "changed conditions" pursuant to M.G.L. c. 30, § 39N.

PROJECT SCOPE – ADDITIONAL COSTS/REDUCTION IN SCOPE

If a bid item overrun or underrun occurs or if extra work is proposed during construction then the MassDOT Resident Engineer shall provide the Municipality representative with the proposed Resident Engineer's Report of Change (Form CSD 683), and advise the representative of the impacts to the overall construction costs. MassDOT will not authorize any Extra Work until the Municipality representative signs Form CSD 683.

In the event that the Municipality is responsible for additional costs and additional funds are not obtainable by the municipality), then the MassDOT Resident Engineer and the municipality shall identify items of work that can be eliminated from the Project to bring the contract within available funding. Once the items to be eliminated have been identified by the MassDOT Resident Engineer and the municipality, these shall be forwarded to the MassDOT Construction Engineer for concurrence by the Highway Division Administrator, or other MassDOT staff as necessary. No items shall be eliminated until such concurrence is obtained. For FHWA oversight projects, additional concurrence shall be obtained from the FHWA Area Engineer. If items of work cannot be eliminated from the Project, the parties shall consider whether "Chapter 90" funds may be utilized for the Project.

PAYMENTS TO THE CONTRACTOR FOR CONSTRUCTION OVERRUNS

The payment process for work that is identified as "Non-Participating work" in the construction bid documents is set forth in the "Non-Participating Agreement" executed by and between the Municipality and MassDOT. If a Non-Participating Agreement exists and additional non-participating work is identified during construction, the payment for that work shall be added to the Non-Participating Agreement.

If the contract does not include a Non-Participating Agreement, and non-participating work is identified during construction, then the MassDOT Resident Engineer shall prepare and send to the Municipality a "zero estimate" and a "Town estimate," authorized by MassDOT for payment, and attach copies of all signed Resident Engineer's Reports of Change (Form CSD 683) to document the source of the costs. The Resident Engineer will also forward a printout of the Contract Quantity Estimate (CQE) for non-participating work to the Municipality, and the Municipality shall pay the Contractor directly. The Contractor shall not invoice the Municipality directly.

REVIEW OF PROJECT DOCUMENTS

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 compilations of data of the Municipality which pertain to the performance of the provisions and requirements of this Agreement.

FINAL COMPLETION/FUTURE MAINTENANCE

The Municipality's representative shall be made available to attend MassDOT's final inspection of the Project. When all punch list 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 thereafter for the maintenance and preservation of the Project.

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

APPROVED

MASSACHUSETTS
DEPARTMENT OF TRANSPORTATION

Francis DePaola 2/29/12
FRANCIS DEPAOLA
HIGHWAY ADMINISTRATOR

Joseph A. Curtatone
MUNICIPALITY OF SOMERVILLE
(Signature)
Joseph A. Curtatone
(Name-Printed)
Mayor
(Title)

Approved as to Form:

David Shapiro
David Shapiro, Acting City Solicitor
Asst.

Fed Aid ESTIMATE

Project No : 605219 AE ID: 49013
 Location : SOMERVILLE
 Description : ROADWAY RECONSTRUCTION AND RELATED WORK - HP-002S(344)X
 IBM # :

Item Number	Quantity	Unit	Item Description	Unit Price	Total
100.01	1	LS	SCHEDULE OF OPERATIONS - FIXED PRICE \$63,000.00	\$63,000.00	\$63,000.00
102.1	160	FT	TREE TRIMMING	\$10.00	\$1,600.00
102.51	16	EA	INDIVIDUAL TREE PROTECTION	\$178.00	\$2,848.00
103.	59	EA	TREE REMOVED - DIAMETER UNDER 24 INCHES	\$478.00	\$28,202.00
105.	1	EA	STUMP REMOVED	\$339.00	\$339.00
129.5	60	FT	TRACK EXCAVATION	\$85.00	\$5,100.00
130.	19,500	SY	PAVEMENT MILLING (QUALITY ASSURANCE)	\$4.49	\$87,555.00
141.1	500	CY	TEST PIT FOR EXPLORATION	\$1.00	\$500.00
142.	760	CY	CLASS B TRENCH EXCAVATION	\$11.00	\$8,360.00
144.	76	CY	CLASS B ROCK EXCAVATION	\$177.00	\$13,452.00
145.	15	EA	DRAINAGE STRUCTURE ABANDONED	\$339.00	\$5,085.00
146.	1	EA	DRAINAGE STRUCTURE REMOVED	\$378.00	\$378.00
151.	2,965	CY	GRAVEL BORROW	\$1.00	\$2,965.00
152.	10	CY	PROCESSED GRAVEL	\$45.00	\$450.00
156.	149	TON	CRUSHED STONE	\$45.00	\$6,705.00
170.	12,200	SY	FINE GRADING AND COMPACTING	\$7.78	\$94,916.00
180.1	1	LS	HEALTH AND SAFETY PLAN	\$15,500.00	\$15,500.00
180.2	100	HR	IMPLEMENTATION OF HEALTH AND SAFETY PLAN	\$1.00	\$100.00
180.3	40	HR	PERSONNEL PROTECTION LEVEL C UPGRADE	\$10.00	\$400.00
252.06	300	FT	6 INCH CORRUGATED PLASTIC (POLYETHYLENE) PIPE	\$59.00	\$17,700.00
252.12	323	FT	12 INCH CORRUGATED PLASTIC (POLYETHYLENE) PIPE	\$69.00	\$22,287.00
252.18	203	FT	18 INCH CORRUGATED PLASTIC (POLYETHYLENE) PIPE	\$85.00	\$17,255.00
252.24	788	FT	24 INCH CORRUGATED PLASTIC (POLYETHYLENE) PIPE	\$98.00	\$77,224.00
301.1	1	LS	IRRIGATION SYSTEM	\$17,700.00	\$17,700.00
376.	1	EA	HYDRANT	\$3,778.00	\$3,778.00
376.2	3	EA	HYDRANT - REMOVED AND RESET	\$2,778.00	\$8,334.00
376.3	1	EA	HYDRANT - REMOVED AND STACKED	\$200.00	\$200.00
376.5	3	EA	HYDRANT - ADJUSTED	\$1,559.00	\$4,677.00
381.	42	EA	SERVICE BOX	\$123.00	\$5,166.00
381.2	39	EA	SERVICE BOX REMOVED AND STACKED	\$10.00	\$390.00
381.3	11	EA	SERVICE BOX ADJUSTED	\$85.00	\$935.00
382.3	1	EA	METER BOX ADJUSTED	\$278.00	\$278.00
384.	75	EA	CURB STOP	\$278.00	\$20,850.00

Fed Aid ESTIMATE

Project No : 605219 AE ID: 49013
 Location : SOMERVILLE
 Description : ROADWAY RECONSTRUCTION AND RELATED WORK - HP-0025(344)X
 IBM # :

Item Number	Quantity	Unit	Item Description	Unit Price	Total
431.1	120	CY	HIGH EARLY STRENGTH CEMENT CONCRETE BASE COURSE	\$149.00	\$17,880.00
440.	10,668	LB	CALCIUM CHLORIDE FOR ROADWAY DUST CONTROL	\$0.25	\$2,667.00
443.	50	MGL	WATER FOR ROADWAY DUST CONTROL	\$10.00	\$500.00
450.9	8,300	TON	CONTRACTOR QUALITY CONTROL	\$3.78	\$31,374.00
451.	3,220	TON	HMA FOR PATCHING	\$98.00	\$315,560.00
452.	3,300	GAL	ASPHALT EMULSION FOR TACK COAT	\$5.59	\$18,447.00
453.	19,132	FT	HMA JOINT SEALANT	\$0.50	\$9,566.00
455.23	1,950	TON	SUPERPAVE SURFACE COURSE - 12.5 (SSC - 12.5)	\$90.00	\$175,500.00
455.31	1,950	TON	SUPERPAVE INTERMEDIATE COURSE - 12.5 (SIC - 12.5)	\$90.00	\$175,500.00
455.32	30	TON	SUPERPAVE INTERMEDIATE COURSE - 19.0 (SIC - 19.0)	\$139.00	\$4,170.00
455.41	30	TON	SUPERPAVE BASE COURSE - 25.0 (SBC - 25.0)	\$139.00	\$4,170.00
455.52	1,100	TON	SUPERPAVE LEVELING COURSE - 9.5 (SLC - 9.5)	\$90.00	\$99,000.00
472.	1,000	TON	HOT MIX ASPHALT FOR MISCELLANEOUS WORK	\$148.80	\$148,800.00
482.3	16,000	FT	SAWING ASPHALT PAVEMENT	\$0.89	\$14,240.00
503.	175	FT	GRANITE CURB TYPE VA3 - STRAIGHT	\$58.00	\$10,150.00
504.	3,163	FT	GRANITE CURB TYPE VA4 - STRAIGHT	\$29.00	\$91,727.00
504.1	670	FT	GRANITE CURB TYPE VA4 - CURVED	\$35.00	\$23,450.00
504.9	2,478	FT	FLUSH GRANITE CURB AT CROSSWALKS - STRAIGHT	\$39.00	\$96,642.00
504.91	432	FT	FLUSH GRANITE CURB AT CONCRETE PAVERS - CURVED	\$49.00	\$21,168.00
509.	444	FT	GRANITE TRANSITION CURB FOR WHEELCHAIR RAMPS - STRAIGHT	\$35.00	\$15,540.00
509.1	428	FT	GRANITE TRANSITION CURB FOR WHEELCHAIR RAMPS - CURVED	\$43.00	\$18,404.00
514.	21	EA	GRANITE CURB INLET - STRAIGHT	\$298.00	\$6,258.00
515.	4	EA	GRANITE CURB INLET - CURVED	\$339.00	\$1,356.00
516.	22	EA	GRANITE CURB CORNER TYPE A	\$168.00	\$3,696.00
580.	1,527	FT	CURB REMOVED AND RESET	\$16.00	\$24,432.00
580.1	500	FT	CURB REMOVED, RELOCATED AND RESET	\$17.00	\$8,500.00
581.	2	EA	CURB INLET REMOVED AND RESET	\$100.00	\$200.00
582.	16	EA	CURB CORNER REMOVED AND RESET	\$55.00	\$880.00
590.	1,835	FT	CURB REMOVED AND STACKED	\$1.00	\$1,835.00
669.	80	FT	FENCE REMOVED AND STACKED	\$1.00	\$80.00
670.	500	FT	FENCE REMOVED AND RESET	\$10.00	\$5,000.00
701.	4,853	SY	CEMENT CONCRETE SIDEWALK	\$30.00	\$145,590.00

Fed Aid ESTIMATE

Project No : 605219 AE ID: 49013
 Location : SOMERVILLE
 Description : ROADWAY RECONSTRUCTION AND RELATED WORK - HP-002S(344)X
 IBM # :

Item Number	Quantity	Unit	Item Description	Unit Price	Total
701.1	507	SY	CEMENT CONCRETE SIDEWALK AT DRIVEWAYS	\$48.00	\$24,336.00
701.2	566	SY	CEMENT CONCRETE WHEELCHAIR RAMP	\$47.00	\$26,602.00
702.	50	TON	HOT MIX ASPHALT WALK SURFACE	\$140.00	\$7,000.00
715.1	5	EA	MAIL BOX REMOVED AND RESET	\$159.00	\$795.00
734.	5	EA	SIGN REMOVED AND RESET	\$100.00	\$500.00
734.52	80	EA	SIGN POST REMOVED AND STACKED	\$10.00	\$800.00
740.	29	MO	ENGINEERS FIELD OFFICE AND EQUIPMENT (TYPE A)	\$2,278.00	\$66,062.00
748.	1	LS	MOBILIZATION	\$178,800.00	\$178,800.00
756.	1	LS	NPDES STORMWATER POLLUTION PREVENTION PLAN	\$17,700.00	\$17,700.00
765.	75	SY	SEEDING	\$3.00	\$225.00
767.8	100	EA	BALES OF HAY FOR EROSION CONTROL	\$14.00	\$1,400.00
811.23	6	EA	ELECTRIC HANDHOLE - SD2.023	\$998.00	\$5,988.00
811.31	18	EA	PULL BOX 12 X 12 INCHES - SD2.031	\$859.00	\$15,462.00
813.79	1	LS	INTERCONNECT CABLE SYSTEM	\$9,800.00	\$9,800.00
816.01	1	LS	TRAFFIC SIGNAL RECONSTRUCTION LOCATION NO. 1	\$139,900.00	\$139,900.00
816.02	1	LS	TRAFFIC SIGNAL RECONSTRUCTION LOCATION NO. 2	\$109,900.00	\$109,900.00
816.80	1	LS	TRAFFIC CONTROL SIGNAL REMOVED AND STACKED	\$2,600.00	\$2,600.00
832.	721	SF	WARNING-REGULATORY AND ROUTE MARKER - ALUM. PANEL (TYPE A)	\$9.00	\$6,489.00
847.1	120	EA	SIGN SUP (N/GUIDE)+RTE MKR W/1 BRKWAY POST ASSEMBLY - STEEL	\$85.00	\$10,200.00
850.41	800	HR	ROADWAY FLAGGER	\$35.00	\$28,000.00
851.	360	UD	SAFETY CONTROLS FOR CONSTRUCTION OPERATIONS	\$1.00	\$360.00
852.	200	SF	SAFETY SIGNING FOR CONSTRUCTION OPERATIONS	\$17.00	\$3,400.00
853.	10	EA	PORTABLE BARRICADE TYPE III	\$10.00	\$100.00
854.014	5,000	FT	TEMPORARY PAVING MARKINGS - 4 IN. (PAINTED)	\$0.14	\$700.00
854.034	2,000	FT	TEMPORARY PAVEMENT MARKINGS - 4 IN. (REMOVABLE TAPE)	\$0.65	\$1,300.00
854.036	500	FT	TEMPORARY PAVEMENT MARKINGS - 6 IN. (REMOVABLE TAPE)	\$1.00	\$500.00
854.1	500	SF	PAVEMENT MARKING REMOVAL - PAINT	\$1.00	\$500.00
854.2	200	SF	PAVEMENT MARKING REMOVAL - THERMOPLASTIC	\$1.00	\$200.00
854.3	500	SF	PAVEMENT MARKING REMOVAL - TAPE	\$1.00	\$500.00
856.	1,000	UD	SPECIAL LIGHTING UNIT (FLASHING ARROW)	\$5.00	\$5,000.00
856.12	700	UD	PORTABLE CHANGEABLE MESSAGE SIGN	\$5.00	\$3,500.00
859.	30,240	DD	REFLECTORIZED DRUM	\$0.20	\$6,048.00

ENJCEP02

COMMONWEALTH OF MASSACHUSETTS
MassDOT Highway Division

Page: of

Date: 02/01/2012 02:45 PM

Fed Aid ESTIMATE

Project No : 605219 AE ID: 49013
Location : SOMERVILLE
Description : ROADWAY RECONSTRUCTION AND RELATED WORK - HP-002S(344)X
IBM # :

Item Number	Quantity	Unit	Item Description	Unit Price	Total
864.04	180	SF	PAVEMENT ARROWS AND LEGENDS REFL. WHITE (THERMOPLASTIC)	\$5.00	\$900.00
865.1	3,325	SF	CROSS WALKS AND STOP LINES REFL. WHITE (THERMOPLASTIC)	\$1.40	\$4,655.00
866.04	7,950	FT	4 INCH REFLECTORIZED WHITE LINE (THERMOPLASTIC)	\$0.40	\$3,180.00
867.04	3,206	FT	4 INCH REFLECTORIZED YELLOW LINE (THERMOPLASTIC)	\$0.45	\$1,442.70
874.2	10	EA	TRAFFIC SIGN REMOVED AND RESET	\$95.00	\$950.00
874.3	1	LS	TRAFFIC SIGNS REMOVED AND STACKED	\$500.00	\$500.00
875.1	30	EA	PARKING METER REMOVED AND RESET	\$79.00	\$2,370.00
875.2	10	EA	PARKING METER REMOVED AND STACKED	\$24.00	\$240.00
903.	10	CY	3000 PSI, 1.5 IN., 470 CEMENT CONCRETE	\$277.00	\$2,770.00
					\$2,718,857.70

X 10%

\$ 271,885.77

Total 110% = \$ 2,990,743.47

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May
2004



CONTRACTOR LEGAL NAME: City of Somerville
CONTRACTOR VENDOR/CUSTOMER CODE:

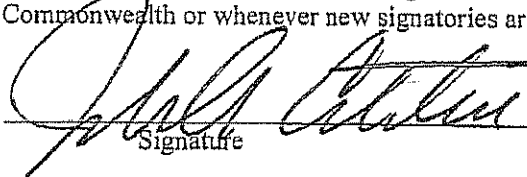
INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE
<u>Joseph A Curtatone</u>	<u>MAYOR</u>

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.


Signature

Date: 11/23/09

Title: MAYOR

Telephone: 617 625 3600

Fax: 617 625 3434

Email: JCURTATONE@SOMERVILLEMA.GOV

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May

2004



CONTRACTOR LEGAL NAME:

CONTRACTOR VENDOR/CUSTOMER CODE:

PROOF OF AUTHENTICATION OF SIGNATURE

This page is optional and is available for a department to authenticate contract signatures.
It is recommended that Departments obtain authentication of signature for the signatory
who submits the Contractor Authorized Listing.

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type):

Title:

X

Signature as it will appear on contract or other document (Complete only in presence of notary):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, Nancy D. Alward (NOTARY) as a notary public certify that I witnessed
the signature of the aforementioned signatory above and I verified the individual's identity on this date:

December 15, 2009



NANCY D. ALWARD
Notary Public
Commonwealth of Massachusetts
My Commission Expires
September 29, 2011

My commission expires on:

AFFIX NOTARY SEAL

I, _____ (CORPORATE CLERK) certify that I witnessed the
signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's
authority as an authorized signatory for the Contractor on this date:

_____, 20 ____

AFFIX CORPORATE SEAL

7517 6465 0000 5949 715A

U.S. Postal Service [™]	
CERTIFIED MAIL [™] RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$
Postmark Here	
Sent to <u>Attn: Mayor Joseph A. Curtatone</u>	
<u>City of Somerville - City Hall</u>	
Street, Apt. No., or PO Box No. <u>93 Highland Avenue</u>	
City, State, ZIP+4 [®] <u>Somerville MA 02143</u>	
PS Form 3800, August 2006 See Reverse for Instructions	

SENDER: COMPLETE THIS SECTION

- Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

City of Somerville
City Hall
93 Highland Avenue
Somerville, MA 02143

Attn: Mayor Joseph A. Curtatone

2. Article Number

(Transfer from service label)

7011 0470 0000 5949 7158

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from Item 1? ☐ YesIf YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail☐ Express Mail☐ Registered☐ Return Receipt for Merchandise☐ Insured Mail☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

PS Form 3811, February 2004 shsc

Domestic Return Receipt

72625

102595-02-M-1540