



TOWN OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS

2023 Paving of Various Streets Contract 23C-411-0048

This is an unofficial Bid Spec. If this document is used to submit a bid then you must email your contact information to Engineering@burlington.org in order to be added to the bidders list.

Department of Public Works
25 Center Street
Burlington MA 01803

May 10, 2023

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INVITATION FOR BID

PUBLIC WORKS CONSTRUCTION

Sealed bids for 2023 Paving of Various Streets must be received by Department of Public Works, Town Hall Annex, 25 Center Street, Burlington, Massachusetts, 01803 until 10:00 AM; May 10, 2023 and will be publicly opened and read aloud at such time.

- Specifications and bid forms are available on the Town's website site at: www.burlington.org, under Projects Out to Bid.
- Specifications and bid forms may be obtained at the Department of Public Works, Town Hall Annex, 25 Center Street, Burlington, Massachusetts, 01803 after 9:00 AM; April 26th, 2023 between 8:30 AM and 4:00 PM for a fifty (\$50.00) dollar reproduction cost.
- A bid bond of five (5) percent is required.
- Successful bidder must provide 100% Payment and Performance bonds.
- This project is bid according to MGL 30-39M.
- Town's Designated Representative and point of contact for questions is: Timothy Mazzone, tmazzone@burlington.org, 781-270-1641
- Prevailing wage must be paid per MGL 149 SECT. 26-27D
- The Bidder must be pre-qualified by MassDOT.

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PROJECT DESCRIPTION

The work under this contract will include all equipment, labor, material, supplies, etc. necessary to furnish the work described in this contract. It will include pavement milling to an approximate depth of 1.5", asphalt berm, concrete sidewalk, granite curb removal and installation, asphalt paving, restoration, and all associated work. As well as the full depth reclamation, finish grading, complete paving, and all associated work. Quantities and street locations are estimated and not guaranteed.

Thermoplastic Pavement Markings:

Thermoplastic Pavement Markings will be installed on the following Coldplane Streets.

Bedford Street.

Burlington Mall Road.

Beacon Street.

Temporary pavement marking tape will be placed on all lanes immediately after cold plane operations and prior to finish paving. All temporary pavement markings will be incidental to this project

Reclaim Streets:

The contractor will grade reclaim streets according to plans or at the direction of the Engineer. If no plans are provided the Contractor shall meet elevations at the existing driveway where the driveway meets the gutter line and maintain a crown at the centerline of road with a cross slope of 2%

Sunnyside Avenue: A portion of Sunnyside Avenue will require unclassified material excavation, clearing-grubbing, application of a gravel base and fine grading and compaction of subgrade according to plans that will be provided to the Contractor.

Additional Work

Work under this contract will also include additional work payable from this contracts pay items and separate from the coldplane and reclaim streets listed below:

Burlington Mall Road: Work on the Burlington Mall Road, as directed by the Engineer, shall include the removal of existing concrete sidewalk and the installation of approximately 1,054 lf of new concrete sidewalk and 1,284 lf of new granite curb. This work area is located in the vicinity of the Burlington Mall Road Cold plane work.

#8 Corcoran Road: The Contractor shall raise and adjust existing driveway apron.

#21 Upland Road: The Contractor shall install approximately 100' of bituminous curb from Upland Road along Moss Street and raise and adjust existing driveway apron on Moss Street. Install Cape Cod berm on pad from Upland Rd to approx. end of property on Moss Street. Loam & seed behind berm, grade into existing lawn. Raise & adjust driveway apron. Approx. 3"-4" high by 4'-5' wide. Provide 2 CY loam to the homeowner for his use. (See sketch located at appendix B)

COLDPLANE STREETS

Street Name	Paving Limits		Paving Type	Area (SY)	Length (FT)	Width (FT)	Ramps
	From	To					
Bedford Street	Middlesex Turnpike	Intersection Only	Mill	1111	200	50	-
Bates St	University Ave	Williams Circle	Mill	1352	507	24	-
Beacon St	Winn Street	Town Line	Mill	8889	3,077	26	-
Brookside Ln	Ridgewood Road	Dead End	Mill	1242	430	26	-
Brookside Ln	Doris Street	Ridgewood Road	Mill	4407	1322	30	-
Burlington Mall Rd	South Bedford Street	District Drive (Westbound)	Mill	10282	2644	35	6
Burlington Mall Rd	Lahey Entrance	South Bedford Street(Eastbound)	Mill	2528	650	35	-
Carey Ave	Meadowvale Ave	Dead End	Mill	6723	2521	24	-
Colleen Circle	Bedford Street	Dead End	Mill	893	335	24	-
Hancock St	Lexington Street	Dead End	Mill	1013	456	20	-
Hillsdale Avenue	Dead End (North)	Glen Avenue	Mill	1843	754	22	-
Hillsdale Avenue	Glen Avenue	Dead End (South)	Mill	1179	408	26	-
Larson Circle	Eugene Road	Dead End	Mill	1286	445	26	1
Lido Avenue	Mellin Street	Dead End	Mill	1634	613	24	-
Marion Road	Carey Avenue	Dead End	Mill	1568	588	24	-
Mark Street	James Street	Dead End	Mill	3264	1224	24	-
Oak Street	Peach Orchard Rd	Dead End	Mill	1853	695	24	-
Tami Lane	Francis Wyman Rd	Dead End	Mill	1700	510	30	-
Wellesley Avenue	Peach Orchard Rd	Dead End	Mill	1671	940	16	-
Winnmere Avenue	Winn Street	Sunnyside Avenue	Mill	5014	1805	25	-

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RECLAIM STREETS

Street Name	Paving Limits		Paving Type	Area (SY)	Length (FT)	Width (FT)	Ramps
	From	To					
Frothingham Road	Lexington Street	Dead End	Reclaim	3750	1350	25	2
Sunnyside Avenue	Dead End	Dead End	Reclaim	2778	1000	25	-

Total Area (SY)	
Cold Plane/Mill	59374
Reclaim	6194

INSTRUCTIONS TO BIDDERS

Receipt and Opening of Bids

The Town of Burlington, Massachusetts, herein called the Owner, acting by and through its Department of Public Works, will receive sealed bids as specified in the invitation for Bids at which time bids will be publicly opened and read.

Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified will not be considered. The bidder agrees that this bid will be good and may not be withdrawn for a period of thirty (30) days, Saturdays, Sundays, and legal holidays excluded, after opening the bids.

Location and Work to be Done

The Location of the Work to be done is described in the project description.

The Contractor will furnish all labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies, and all other things necessary to do all work required for the completion of each item of the Work and as herein specified.

The Work to be done and paid for under any item will not be limited to the exact extent mentioned or described but will include all incidental work necessary or customarily done for the completion of that item.

Preparation of Bid

Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures.

Each bid must be submitted in a sealed envelope bearing on the outside **the name of the bidder, address, and endorsed with the name of the project as specified in Receipt and Opening of Bids.**

If forwarded by mail, **the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in Receipt and Opening of Bids.**

The following sections need to be filled out and completed as part of the bid package;

- Form of General Bid
- Acknowledgement of Addenda, if any
- Bid Form
- Total Bid Price
- Contractor Reference
- Contractor Certification

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Bid Opening Procedure

The following list of requirements will apply to each filed bid. Bids not meeting all the requirements for timeliness and security will be rejected without opening; bids not meeting signature and addenda requirements will be rejected prior to checking of bid amounts.

Bids will be filed at the place and before the time specified in Receipt and Opening of Bids.

Properly executed bid security will be placed in a sealed envelope and will be attached to the outside of the envelope containing the bid.

Bid signatures will be checked.

The total dollar amount of each bid will be read, and the three apparent lowest bids will be selected for further consideration. These three apparent low bids will be read aloud for the benefit of the other bidders and the bid opening procedure will be closed. All those present at the bid opening may arrange a time to examine all bids after the bid opening and after the reading of the three apparent low bids.

Ability and Experience of Bidder

No award will be made to any bidder who cannot satisfy the Owner that they have sufficient ability and experience in this class of work and sufficient capital and resources to enable them to complete the work successfully within the time named. The Owner's decision or judgment on these matters will be final, conclusive, and binding.

Bidder must have a minimum of five (5) years' experience and have completed satisfactorily five (5) jobs within that time of similar size and scope.

All Subcontractors must have a minimum of five (5) years' experience and have completed satisfactorily five (5) jobs within that time of similar size and scope.

The Contractor must submit with their bid proposal a list of five (5) jobs which they have successfully completed, giving the name and the address of these projects so they can be investigated prior to the award of the contract.

The Owner may make such investigations as they deem necessary, and the bidder must furnish to the Owner, under oath if so required, all such information and data for this purpose as the Owner may request.

Condition of Work

Each bidder must familiarize themselves fully with the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of their obligation to furnish all material and

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labor necessary to carry out the provisions of this Contract. Insofar as possible the Contractor, in carrying out their work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor.

Addenda and Interpretations

No interpretation of the bid documents will be made orally. Every request for such interpretation should be in writing addressed to the Town's Designated Representative listed in INVITATION TO BID and to be given consideration must be received at least seven (7) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the Contract Documents. Failure of any bidder to receive any such addendum or interpretation will not relieve such bidder from any obligation under this bid as submitted. All addenda so issued will become part of the Contract Documents.

Laws and Regulations

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulation of all authorities having jurisdiction over construction of the project will apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

Bid Security

Each bid must be accompanied by a BID BOND, CASH, or, CERTIFIED CHECK, payable to the Town, in the amount stated in INVITATION FOR BID. Such checks will be returned to all except the three (3) lowest responsible and eligible bidders within five (5) days, Saturday, Sundays, and legal holidays excluded, after the opening of bids, and the remaining checks will be returned promptly after the Owner and the accepted bidder have executed the Contract, or if no notice of intent to award has been presented to the selected contractor within thirty (30) days, Saturdays, Sundays and holidays excluded, after the date of the opening of bids, upon demand of the bidder at any time thereafter.

The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amount will be retained from time to time by the Owner from current periodical estimates.

Right to Reject Bid

The Owner reserves the right to waive any informality or reject any and all bids and alternate bids, should the Owner deem it to be in the public interest to do so.

The Owner also reserves the right to reject the bid of any bidder that the Owner considers to be unqualified based on the criteria set forth herein.

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Time for Completion

The bidder must agree to commence work and to fully complete the project within the time limit stated in SPECIAL CONDITIONS.

Comparison of Bids

In the event that there is a discrepancy in FORM OF GENERAL BID between the lump sum or unit prices written in words and figures, the prices written in words will govern.

Rule for Award of Contract

The Contract will be awarded to “the lowest responsible and eligible bidder” for the Total Price Bid pursuant to General Laws Chapter 30, Section 39M, as amended. Such a bidder will possess the skill ability and integrity necessary for the faithful performance of the work, will be able to furnish labor that can work in harmony with all other elements of labor employed, or to be employed, in the work, and will otherwise comply with all applicable provisions of law. Bidder will execute formal agreement within ten (10) days of the Notice of Award.

Statutes Regulating Competitive Bidding

Any bid that does not comply with the provisions of Massachusetts General Laws Chapter 30, Section 39M as amended, need not be accepted and the Owner may reject every such bid.

Wage Rates

Prevailing Wage Rates as determined by the Commissioner of Department of Labor and Industries under the provision of the Massachusetts General Laws, Chapter 149, Section 26 to 27G, as amended, apply to this project. It is the responsibility of the contractor, before bid opening to request if necessary, any additional information on Prevailing Wage Rates for those trades people who may be employed for the proposed work under this contract.

State schedules of Prevailing Wage Rates are included in the contract documents.

Specifications

All specifications and bid items are based on “Commonwealth of Massachusetts Department of Transportation Standard Specifications for Highway & Bridges” 2020 edition, or latest revised.

Bid Items Not Guaranteed

The successful bidder is not guaranteed all items or the total bid price under this contract. Bidders must understand that like items may be bid under other contracts specifically packaged as one complete project. The successful bidder has no right to similar items bid under other projects. The Owner will specify where and when this contract will be applied to undertake a particular improvement.

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Liquid Asphalt Adjustment

Per MGL 30-38A paving or Hot Mix Asphalt items bid under this contract (if any) as subject to liquid asphalt price adjustment. The basis of bid price for liquid asphalt adjustment or any other applicable adjustments permissible under this contract, will be made based upon the moth of the bid opening.

Tie Bids

In the event of tied bids, wherein two or more responsive and responsible vendors provide the same bid price a coin toss will be used to break the tie.

Unforeseen Office Closure

If, at the time of the scheduled bid opening, Town Offices are closed due to uncontrolled events, the bid opening will be postponed until the next normal business day at the original time specified in the documents. Bids will be accepted until that date and time.

FORM OF GENERAL BID

Bid of _____ (hereinafter called "Bidder")*

(____) a corporation, organized and existing under the laws of the state of _____.

(____) a partnership

(____) a joint venture

(____) an individual doing business as _____

To the Town of Burlington, Massachusetts (hereinafter called "Owner").

Bidder:

The bidder, in compliance with your invitation for bid, examined the Contract Documents and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby propose to furnish all labor, materials, and supplies, and to construct the project in accordance with the Contract Documents within the time set forth in the agreement, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, or which this proposal is a part.

*Insert corporation, partnership or individual as applicable.

ADDENDA

Bidder acknowledges receipt of the following addenda:

No. _____ Dated: _____

No. _____ Dated: _____

No. _____ Dated: _____

No. _____ Dated: _____

No. _____ Dated: _____

BID FORM

Item #	Item	Qty.	Unit	Unit Cost	Item Total
1	Unclassified Excavation	150	CY	\$	\$
2	Concrete Excavation	683	SY	\$	\$
3	Concrete Sidewalk	683	SY	\$	\$
4	Gravel Borrow	60	CY	\$	\$
5	Fine Grading & Compacting – Subgrade Area	6,194	SY	\$	\$
6	Drainage/Sanitary Structure Adjusted	117	EA	\$	\$
7	Drainage/Sanitary Structure Rebuilt	25	VF	\$	\$
8	Drainage/Sanitary Structure Remodeled	20	EA	\$	\$
9	Frame & Grate (or Cover) Municipal Standard	224	EA	\$	\$
10	Frame & Grate (or Cover) Removed and Discarded	238	EA	\$	\$
11	Water Gate Box Slide Top & Cover	50	EA	\$	\$
12	Water Gate Box Adjusted	6	EA	\$	\$
13	Water Gate Box Removed & Disposed	50	EA	\$	\$
14	Water Gate Box Extension (Furnished by the Town)	5	EA	\$	\$

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Item #	Item	Qty.	Unit	Unit Cost	Item Total
15	Reclaimed Pavement	6,194	SY	\$	\$
16	Pavement Milling	59,372	SY	\$	\$
17	Superpave Surface Course - 9.5 (SSC-9.5)	5685	TON	\$	\$
18	Superpave Intermediate Course - 19.0 (SIC-19.0)	895	TON	\$	\$
19	Hot Mix Asphalt for Miscellaneous Work	105	TON	\$	\$
20	Granite Curb Type VA4 - Straight	1284	LF	\$	\$
21	Granite Curb Type VA4 – Curved	60	LF	\$	\$
22	Granite Transition Curb for Wheelchair Ramps – Straight	200	FT	\$	\$
23	Granite Transition Curb for Wheelchair Ramps - Curved	160	FT	\$	\$
24	Hot Mix Asphalt Curb Type 2	22002	LF	\$	\$
25	Curb Removed & Reset	75	LF	\$	\$
26	Curb Removed & Discarded	506	LF	\$	\$
27	Silt Sack	10	EA	\$	\$
28	Cement Concrete Wheelchair Ramp	106	SY	\$	\$
29	Mail Box Removed & Reset	10	EA	\$	\$
30	Mobilization	1	LS	\$	\$

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Item #	Item	Qty.	Unit	Unit Cost	Item Total
31	Loam Borrow	648	CY	\$	\$
32	Hydro-Seeding	6668	SY	\$	\$
33	Aged Pine Bark Mulch	24	CY	\$	\$
34	Traffic Management	1	LS	\$	\$
35	4" Double Yellow (Thermoplastic)	3050	LF	\$	\$
36	4" Single Yellow (Thermoplastic)	3115	LF	\$	\$
37	4" Single white (Thermoplastic)	7536	LF	\$	\$
38	4" Line dashed (Thermoplastic)	1900	LF	\$	\$
39	12" Stop Lines(Thermoplastic)	182	LF	\$	\$
40	12" Crosswalks(Thermoplastic)	652	LF	\$	\$
41	Directional Arrows(Thermoplastic)	20	LF	\$	\$
42	8" Only Thermoplastic)	14	LF	\$	\$
43	Clearing and Grubbing	65	CY	\$	\$

TOTAL BID PRICE

Total Price Bid: \$ _____

Bid Price in Words: _____

Name: _____

Signature: _____

Title: _____

Company: _____

Address: _____

Phone: _____

This is an unofficial Bid Spec. If this document is used to submit a bid then you must email your contact information to Engineering@burlington.org in order to be added to the bidders list.

CONTRACTOR REFERENCES

The undersigned offers the following information as evidence of their qualifications to perform the work as bid upon according to all the requirements of the plans and specifications.

1. Have been in business under present name for ___years.
2. The names and addresses of all persons interested in the bid (if made by a partnership or corporation) as Principals are as follows:

(Attach supplementary list if necessary)

3. The bidder is requested to state below what work of a similar character to that included in the proposed contract they have done, and give references that will enable the Owner to judge their experience, skill and business standing (add supplementary page if necessary).

#	Completion Date	Project Name	Contract Amount	Reference Name	Telephone No.
1					
2					
3					
4					
5					

4. Bank reference _____

(Name)

(Bank)

(Address)

(Telephone No.)

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CONTRACTOR CERTIFICATION

NON-COLLUSION

I certify under penalties of perjury that this bid or proposal has been made and submitted under good faith and without collusion or fraud with any other person. As used in this certification, the word “person” means any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

TAX COMPLIANCE

Pursuant to Massachusetts General Law Chapter 62C, Section 49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

LABOR HARMONY / OSHA 10-HOUR

I will furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work, and All employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health administration that is at least 10 hours in duration.

Signature: _____
(Person Signing Bid)

(Name of Business)

AGREEMENT

THIS AGREEMENT, by and between the party of the first part, the Town of Burlington, hereinafter called "OWNER", acting herein through its Town Administrator, and the party of the second part hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the project described by these bid documents hereinafter called the project, for the sum of the contract price and all extra work in connection therewith, under the terms as stated in the Contract Documents; and at their (its and their) own proper cost and expense to furnish all the materials, supplies, machinery equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in FORM OF GENERAL BID, GENERAL CONDITIONS, Contract Documents as prepared by the Owner.

IN WITNESS WHEREOF, the parties to these presents have executed this contract.

\$ _____
Contract Price

AGREED:
Town of Burlington

Owner Date

Contractor

Contractor Date

Company Name: _____

Address: _____

In accordance with M.G.L. C. 44, Section 31C, this is to certify than an appropriation in the amount of this contract is available therefore and that the Town Administrator has been authorized to execute the contract and approve all requisitions and change orders.

Account # Town Accountant Date

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SPECIAL CONDITIONS

1. The Contractor must submit, prior to the start of any work, the appropriate current job mix formulas approved by MassDOT Highway Division. The Performance Grade Asphalt Binder (PGAB) must not include any Re-refined Engine Oil Bottoms (REOB).
2. All work under this contract must comply with the most recent edition of the Town of Burlington Department of Public Works; Street Opening/Utility Connection Rules & Regulations.
3. Prior to the commencement of any work the Contractor must obtain a Street Opening permit from the DPW/Engineering Division.
4. Unless otherwise specified, the cost of the Police Detail Officer(s) will be paid for by the Town of Burlington. Contractor is responsible for coordinating and scheduling all police details. If scheduled police details are not canceled by the Contractor in accordance with Burlington Police Department policy, the Contractor will be responsible for any costs incurred.
5. The Contractor must coordinate with the Town's Designated Representative to jointly measure quantities for each pay requisition. If the Contractor fails to meet this condition, the Owner's measurements will govern in differing or disputed quantities.
6. The Contractor must designate one project superintendent that will be on-site for all work, and have authority and decision-making for all work under this Contract.
7. The Contractor must perform the extra work as described in the Project Description. (See page (3) three and four (4)).
8. If a Contractor plans to pave more than 1,000 tons consecutively on one street, a minimum of three (3) rollers will be required to ensure compaction density is met. The first roller should have a minimum weight of twelve (12) to fourteen (14) tons and have either vibratory and/or oscillatory capacity. The intermediate roller should have a minimum weight of ten (10) to twelve (12) tons and have either vibratory and/or oscillatory capacity. The third roller should have a maximum weight of six (6) tons or less and be a static roller capable of rolling out all lines in the mat. All rollers will work in conjunction to achieve the required 92% percent to 98% percent compaction required in this contract. If the Contractor plans to deviate from this requirement, approval must be granted by the Owner.
9. Tack coats will be made on all HMA and cement concrete surfaces and joints immediately before new HMA pavement is placed at the application rates set forth in the *Standard Specifications for Highway & Bridges*. Tack coating will be considered incidental to the cost of this item.

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10. Prior to any finish paving taking place on either the binder or milled surface, the Contractor is responsible for furnishing and sweeping the street, by means of mechanical/vacuum sweeper to clear the surface of all foreign debris prior to any tack coat application. The sweeping shall take place at a maximum of twenty four (24) hours prior to the finish paving, and as necessary as determined by the Project Engineer, before paving work can start. The Project Engineer reserves the right to delay or cancel the paving if they feel the mat is unsuitable for paving. The material swept will become the responsibility of the Contractor to dispose of on an offsite and legal manner. Sweeping will be considered incidental to the Contract Price.
11. At the end of each week the Contractor must submit an itemized summary/quantities of items per street completed during the week. These quantities will be reviewed with the Town's Designated Representative before the end of the day on Friday.
12. All paving work, related to placing and rolling of the mix, must be self-performed by the awarded contracting company using their own paid employees and equipment. Contractor must customarily/regularly self-perform the aforementioned work. Proof of ability to self-perform the work will be requested by the Owner.
13. After installation of new gate boxes and structures, or adjustment of existing gate boxes and structures, all construction debris will be removed providing easy access if need arises. All work and labor needed to furnish and remove the construction debris out of the gate boxes and structures will be considered incidental and part of the gate box adjustment and structure adjustment, both less than and greater than six inches vertical, bid price.
14. In addition to the contract warranty, the Contractor warrants concrete sidewalk panels and wheel chair ramps against spalling for a three (3) year period from the date of project substantial completion. Any spalling concrete identified within a three (3) year period will be deemed defective and considered warranty work. Once the defective panels are replaced, the warranty will reset and continue another three (3) year warranty period on all concrete work covered by the original contract.
15. All certified payroll slips must be submitted as part of the pay requisition package for each individual pay requisition request, for each contractor and sub-contractor that has performed work under this contract, up to date of the current pay requisition before the pay requisition will be processed and paid.
16. All raised structures and gates must be painted with florescent orange paint and made visible by the Contractor. Appropriate construction signage must be placed before the beginning of the work area alerting traffic to the raised castings in the

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- construction area. **Where directed by the Owner, the Contractor must place a tapered ring of HMA around all raised structures, and where the street starts and ends.** Payment for this work will be made under *Item 19 – Hot Mix Asphalt for Miscellaneous Work*. Castings cannot be left raised for more than two weeks. If the road is not paved within two weeks, the Contractor must lower and plate (or lower to the grade of the current existing surface) all castings. The Contractor will be responsible for all costs associated with lowering castings for failure to meet the two week requirement. If the Contractor fails to lower the castings after failing to meet the two week requirement, the Owner reserves the right to have the castings lowered and charge all costs incurred to the Contractor.
17. Under this contract the Contractor agrees to complete “Punch List of Items” assembled by the Designated Representative. This work includes driveway apron adjustments, installation of new bituminous berm, grind and inlays, loam and seeding, and structure adjustment, included but not limited to the various roads paved under this contract. The “Punch List of Items” must be completed before the final payment requisition is processed. All the items will be paid for under the appropriate bid item under this contract.
 18. The Owner reserves the option to have integrated/monolithic berm installed by a paving machine instead of formed HMA type 2 curb. This change/decision will be considered incidental to the Contract. Integrated berm will be paid for under *Item 17 – Superpave Surface Course 9.5 (SSC-9.5)*.
 19. All roads must be constructed so that the cross-slope, from gutter-line to centerline, is 2% (unless specified by the Engineer). If a “skim” course of pavement down the centerline is needed to build up the cross-slope, it will be paid for under *Item 17 – SSC-9.5*.
 20. *Item 8 – Drainage/Sanitary Structure Rebuilt* will only be paid for where explicitly directed by the Owner to rebuild. If the Contractor encounters a structure that needs rebuilding, they must notify the Owner immediately to confirm the need, and approve the rebuild. The Contractor will continue with the remaining work to avoid delays. The Owner will approve or deny the rebuild before the end of the day. This will be considered incidental to the associated items.
 21. All water gate boxes that will be shortened must be done by saw-cutting the casting. If gate boxes are shortened by any other means, such as breaking with a hammer, the work will not be accepted and the Contractor will be required to replace in an acceptable manner at no cost to the Owner.
 22. Saw-cutting for removal of existing bituminous concrete and cement concrete must be done for all locations that will have a final joint. Saw-cutting will be considered incidental to the Contract price.

23. At the end of each day, all roads and driveways must be accessible to vehicles.
24. At the end of each day, all mailboxes must be made accessible. If a mailbox needs to be relocated to a temporary location, or a temporary mailbox needs to be installed to maintain accessibility, it will be considered incidental to the bid item “Mailbox Removed and Reset”. Mailboxes removed and reset will only be paid for once per property.
25. Removal, disposal, or cold planing of all existing bituminous berm/curb will be considered incidental to the Contract price.
26. Monitoring wells – Monitoring wells that are marked out should be maintain and undisturbed to the best of the Contractors ability and if are broken, crushed, disturbed or otherwise no longer in existing condition the Contractor will notify the Engineer. Monitoring wells will be marked out prior to the start of construction.
27. All structure castings (frames, grates, and covers) removed for disposal must be disposed of within two (2) weeks after reinstalling permanent castings in the new pavement. If castings have not been disposed of within this schedule, the disposal will be considered incidental to the Contract price and the work will not be eligible for payment under the respective bid item price. Additionally, the Owner will reserve the right to dispose of any castings remaining after this deadline by alternative methods and all costs incurred to the Owner will be charged to the Contractor. This right will not relieve the Contractor from performing this work unless explicitly written. All water gate castings designated to be removed or replaced will be stacked on-site for Town pick-up.
28. Nuclear gauge testing will be used to determine hot mix asphalt density. Density testing will be required for every 100 foot length of street segment being paved. Within the 100 foot section of street segment, the lowest percentage of the maximum density value achieved will be the measurement used to determine payment percentage and if a segment is rejected. The target density for all segments is between 92% and 98% percent. If the lowest density percentage measurement in a segment is below 92%, a reduction in payment will be as follows:

Lowest Percent of Maximum Density (per 100 foot segment)	Percent Payment
98.0-92.0	100
91.9-91.0	90
90.9-90.0	80
89.9-89.0	70
88.9-88.0	60
87.9-87.0	50
86.9 or less	Rejection of Segment

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The payment cost reductions will be applied to the total cost of the failed street including but not limited to reclaim/milling, HMA, structure adjustment, berm, loam & seed, plus an additional 20% of the cost for Police details and Engineering.

29. Traffic Management under this contract must be considered at all times meaning the following points apply:

- Two (2) way traffic must be maintained at all times
- Complete compliance with the Traffic Management Plan standards set forth in the Town of Burlington Department of Public Works Street Opening/Utility Connections Rules & Regulations
- Detours not included as part of the Traffic Management Plan will be allowed only upon written authorization from the Owner and the Contractor is responsible for supplying all necessary sign(s) and traffic barrels to which to attach the signs, for the detour.
- Contractor is also responsible for carrying twenty five (25) separate traffic barrels to barricade the end of any side roads to prevent traffic from damaging the new road surface.
- Temporary Traffic Markings as directed by Engineer.

30. Attention is directed to the following parts of the contract:

Description	Location in Contract
Preparation of Bid	Instructions Bidders
Experience of Bidders	Instructions to Bidders
Bid Security	Instructions to Bidders
Execution, Correlation and Intent	General Conditions; Article 1
Contract Administration	General Conditions; Article 2
Superintendent	General Conditions; Article 4, Section 8
Project/Progress Schedule	General Conditions; Article 4, Section 9
Liquidated Damages	General Conditions; Article 6
Project Plans	Appendix A & B
Prevailing Wage Rates	Appendix C

31. Summary Table of Important Contract Dates

Item	Date
Bid Opening	5/10/2023 @ 10:00 AM
Commencement of Work No Later Than	6/15/2023
Completion of Work No Later Than	9/30/2023
Liquidated Damages Starting	10/1/2023

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GENERAL CONDITIONS

ARTICLE 1

CONTRACT DOCUMENTS

1.1 DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the Owner-Contractor Agreement, the Conditions of the Contract (General, and other Conditions), the Drawings, the Specifications, all Addenda issued prior to and all Change Orders issued after execution of the Contract, and all applicable laws, ordinances and regulations. The Contract Documents include Bidding Documents such as the Advertisement or Invitation for Bid, the Instructions to Bidders, sample forms, the Contractor's Bid or portions of Addenda relating to any of these, or any other documents, specifically enumerated in the Owner-Contractor Agreement.

1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. This Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Change Order.

1.1.3 THE WORK

The Work comprises the completed construction required by the Contract Documents and includes all labor necessary to produce such construction, and all materials and equipment incorporated in such construction.

1.1.4 THE PROJECT

The project is the total construction of which the Work performed under the Contract Documents may be the whole or a part.

1.1.5 OR EQUAL

The use of the words "Or Equal" following the name of any manufacturer, vendor or proprietary product will be understood to mean that articles or materials may be substituted which, in the opinion of the Owner, are equal in quality, durability, appearance, strength, design and performance to the articles or materials named or described and will perform adequately in providing a first-class facility. When submitting shop drawing information on articles or materials which are being proposed as substitutes for specified items, the Contractor must clearly identify them as such. If the articles or materials are accepted as equal to those on which dimensions on the drawings are based, any dimensional variance from those shown and/or specified must be shown on the shop drawings prepared by the Contractor, illustrating the manner in which conformity to dimensions and design is to be obtained. All such drawings will be subject to the approval of the Owner and the installation of the article will not proceed without first obtaining said approval.

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1.2 EXECUTION, CORRELATION AND INTENT

1.2.1

By executing the Contract, the Contractor represents that they have visited the site, familiarized themselves with the local conditions under which the Work is to be performed, and correlated their observations with the requirements of the Contract Documents.

1.2.2

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one will be as binding as if required by all. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonably inferable there from as being necessary to produce the intended results. Words and abbreviations which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

1.2.3

The Notice to Proceed will come in the form of a written letter to the Contractor. Once the written Notice to Proceed has been received by the Contractor, that date will be the legal start date for work under the Contract.

In the event of a failure to issue a Notice to Proceed written document specifying the commencement date, the pre-construction meeting date will serve as the Notice to Proceed date.

1.3 OWNERSHIP AND USE OF DOCUMENTS

1.3.1

All Drawings, Specifications and copies thereof furnished by the Owner are and will remain the Owner's property. They are to be used only with respect to this Project and are not to be used on any other project without prior written consent of the Owner. With the exception of one contract set for each party to the Contract, such documents are to be returned or suitably accounted for to the Owner at the completion of the Work. Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of any reserved rights.

ARTICLE 2

ADMINISTRATION

2.1 ADMINISTRATION OF THE CONTRACT

2.1.1

The Owner or its Designated Representative will visit the site at intervals appropriate to the stage of construction to familiarize themselves with the progress and quality of the Work and determine if the Work is proceeding in accordance with the Contract Documents. The Owner will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work.

2.1.2

The Owner will at all times have access to the Work whenever it is in preparation and progress. The Contractor must provide facilities for such access so the Owner may perform its functions under the Contract Documents.

2.1.3

The Owner will make payments for completed work, as approved by the Owner, in accordance with M.G.L. Ch. 30, Sec. 39G. A five percent retainage will be deducted from periodic payments to the Contractor.

2.1.4

The Owner will render information necessary for the proper execution or progress of the Work within twenty (20) days of any request by the contractor or in accordance with any time limit agreed upon.

2.1.5

The Owner will have authority to reject Work which does not conform to the Contract Documents. Whenever, in the Owners opinion, considers it necessary or advisable for the implementation of the intent of the Contract Documents, the Owner will have authority to require special inspection or testing of the Work whether or not such Work is then fabricated, installed or completed. Any such rejection of work will not relieve the Contractor of the responsibility for maintaining protection of the Work and the Owner's property.

2.1.6

The Owner will review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the design concept of the Work and with the information given in the Contract Documents. Such action will be taken with reasonable promptness so as to cause no delay. The Owner's approval of a specific item will not indicate approval of an assembly of which the item is a component.

2.1.7

The Owner will conduct inspections to determine the date of Substantial Completion and Final Completion, will review written warranties and related documents required by the Contract and assembled by the Contractor, and will issue a final Certificate for Payment.

ARTICLE 3

OWNER

3.1 DEFINITION

3.1.1

The Owner is the person or entity identified as such in the Owner-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Owner means the Town of Burlington or its designated representative.

3.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

3.2.1

The Owner will, at the time of execution of the Agreement and any subsequent Change Orders, certify for the Contractor that financial arrangements have been made to fulfill the Owner's obligations under the Contract.

3.2.2

The Owner will furnish all documents describing the work.

3.2.3

Except as provided in Subparagraph 4.7.1. Owner will secure and pay for necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

3.2.4

Information or services under the Owner's control will be furnished by the Owner with reasonable promptness to avoid delay in the orderly progress of the Work.

3.2.5

The Owner will furnish the Contractor with three (3) copies of all Drawings and Specifications and revisions issued during the progress of the Work; all additional copies will be furnished upon request at the cost of reproduction.

3.2.6

The Owner, through its Designated Represented, will forward all instructions directly to the Contractor.

3.3 OWNER'S RIGHT TO STOP THE WORK

3.3.1

If the Contractor fails to correct defective Work as required by the Owner or fails to carry out the Work in accordance with the Contract Documents or if the Owner will for any other

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reason so require, the Owner, by a written order signed personally or by an agent specifically so empowered by the Owner in writing, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated or until further written notice from the Owner; however, this right of the Owner to stop the Work will not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity. The Contractor must resume the Work after such stoppage promptly upon written notice to do so from the Owner. If such stoppage is required through no fault of the Contractor, the Contract Time (and the dates for achieving Substantial Completion and Final Completion) will be extended by a period equal to the period of the stoppage, and the Contractor will be compensated for its reasonable and justifiable cost incurred as a result of such stoppage.

3.4 OWNER'S RIGHT TO CARRY OUT THE WORK

3.4.1

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within seven days after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedy they may have, perform such work or cause such work to be performed and/or make good such deficiencies. In such case an appropriate Change Order will be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for additional services made necessary by such default, neglect or failure. If the payments then or thereafter due the Contractor are not sufficient to cover the amount, the Contractor must pay the difference to the Owner.

3.5 OWNER'S RIGHT TO TERMINATE CONTRACT

3.5.1

The Town reserves the right to terminate this Contract at their discretion with thirty (30) days written notice to the contractor. In the event of Contract termination, all finished or unfinished work, or un-used material, already paid for under Contract prices, will become the property of the Town of Burlington.

ARTICLE 4

CONTRACTOR

4.1 DEFINITION

4.1.1

The Contractor is the person or entity identified as such in the Owner-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Contractor means the Contractor or their authorized representative.

4.2 REVIEW OF CONTRACT DOCUMENTS

4.2.1

The Contractor must carefully study and compare the Contract Documents and must at once report to the Owner any error, inconsistency or omission they may discover. The Contractor will not be liable to the Owner for any damage resulting from errors, inconsistencies or omissions in the Contract Documents which The Contractor discovers but will be liable for damage to the extent The Contractor reasonably should have but failed to discover such errors, inconsistencies or omissions. The Contractor will perform no portion of the Work at any time without Contract Documents or, where required, approved Shop Drawings, Product Data or Samples for such portion of the Work.

4.3 SUPERVISION AND CONSTRUCTION PROCEDURES

4.3.1

The Contractor must supervise and direct the Work, using their best skill and attention which will not be less than such state of skill and attention generally rendered by the contracting profession for projects similar to the Project in scope, difficulty and location. The Contractor must maintain adequate supervisory personnel at the Site during the performance of the Work. The Contractor will be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

4.3.2

The Contractor will be responsible to the Owner for the acts and omissions of their employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor. This obligation will also extend to the presence on the Site of suppliers of materials or equipment, their employees, contractors, and agents engaged in the work.

4.3.3

The Contractor will not be relieved from their obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Owner in its administration of the Contract.

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4.4 LABOR AND MATERIALS

4.4.1

Unless otherwise provided in the Contract Documents, the Contractor will provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and service necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

4.4.2

The Contractor will at all times enforce strict discipline and good order among their employees and will not employ on the Work any unfit person or anyone not skilled in the task assigned to them including all persons on the Site controlled directly or indirectly by the Contractor.

4.5 WARRANTY

4.5.1

The Contractor warrants to the Owner that all materials and equipment furnished under this Contract will be new and of recent manufacture unless otherwise permitted in writing by the Owner and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective and, promptly after written notification of non-conformance, will be repaired or replaced by the Contractor with Work conforming to such requirements. If required by the Owner, the Contractor will furnish satisfactory evidence as to the kind and quality of materials and equipment.

4.6 TAXES

4.6.1

The Contractor will pay all applicable sales, consumer, use and other similar taxes for the Work or portion thereof provided by the Contractor which are legally enacted at the time bids are received, whether or not yet effective.

4.7 PERMITS, FEES AND NOTICES

4.7.1

Unless otherwise expressly provided in the SPECIAL CONDITIONS, the Contractor will secure and pay for all permits and fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required at the time the bids are received, and the same will at all times be the property of the Owner and will be delivered to the Owner upon completion of the Project.

4.7.2

The Contractor must give all notices and comply with all federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work. The Contractor must provide the Owner with reproductions of all permits, licenses and receipts for any fees paid. The Owner represents that it has disclosed to the Contractor all orders and requirements known to the Owner of any public authority particular to this Contract.

4.7.3

If the Contractor observes that any of the Contract Documents are at variance with applicable laws, statutes, codes and regulations in any respect, the Contractor must promptly notify the Owner in writing, and any necessary changes must be accomplished by appropriate Modification.

4.7.4

If the Contractor performs any Work which they know or should know is contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, the Contractor will assume full responsibility therefore and will bear all costs attributable thereto.

4.8 SUPERINTENDENT

4.8.1

The Contractor must employ a competent superintendent and necessary assistants who will be in attendance at the Project site at all times during the progress of the Work. The superintendent will represent the Contractor and all communications given to the superintendent will be as binding as if given to the Contractor. Important communications will be confirmed in writing. Other communications will be so confirmed on written request in each case.

4.9 PROGRESS SCHEDULE

4.9.1

The Contractor, immediately after being awarded the Contract, must prepare and submit for the Owner's information an estimated progress schedule for the Work. The progress schedule must be related to the entire Project to the extent required by the Contract Documents, and will provide for expeditious and practicable execution of the Work. No work will start without the Project schedule. The Contractor must submit the project schedule five days prior to start the work.

4.10 DOCUMENTS AND SAMPLES AT THE SITE

4.10.1

The Contractor must maintain at the site for the Owner one record copy of all Drawings, Specifications, Addenda, Change Orders and other Modifications, and "As-Built"

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Drawings and Specifications in good order and marked currently to record all changes made during construction, and approved Shop Drawings, Product Data and Samples. These will be available to the Owner upon completion of the Work.

4.11 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

4.11.1

Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or any Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

4.11.2

Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate a material, product or system for some portion of the Work.

4.11.3

Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

4.11.4

The Contractor must review, approve and submit, with reasonable promptness and in such sequence as to cause no delay in the Work or in the work of the Owner or any separate contractor, all Shop Drawings, Product Data and Samples required by the Contract Documents.

4.11.5

By approving and submitting Shop Drawings, Product Data and Samples, the Contractor represents that they have determined and verified all material, field measurements, and field construction criteria related thereto, or will do so, and that they have checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

4.11.6

The Contractor will not be relieved of responsibility for any deviation from the requirements or the Contract Documents by the Owner's approval of Shop Drawings, Product Data or Samples or the Owners' approval of the same unless the Contractor has specifically informed the Designated Representative in writing of such deviation at the time of submission and the Designated Representative has given written approval to the specific deviation. The Contractor will not be relieved from responsibility from errors or omissions in the Shop Drawings, Product Data or Samples by the Owner's approval thereof.

4.11.7

The Contractor must direct specific attention, in writing or on resubmitted Shop Drawings, Product Data or Samples, to revisions other than those requested by the Owner or its Designated Representative on previous submittals.

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Designated Representative

4.11.8

No portion of the Work requiring submission of a Shop Drawing, Product Data or Sample will be commenced until the submittal has been approved by the Owner or Designated Representative . All such portions of the Work will be in accordance with approved submittals.

4.12 USE OF SITE

4.12.1

The Contractor will confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and must not unreasonably encumber the site with any materials or equipment.

4.13 CUTTING AND PATCHING OF WORK

4.13.1

The Contractor will be responsible for all cutting, fitting or patching that may be required to complete the Work or to make its several parts fit together properly.

4.13.2

The Contractor must not damage or endanger any portion of the Work or the work of the Owner or any separate contractors by cutting, patching or otherwise altering any work or by excavation. The Contractor must not cut or otherwise alter the work of the Owner or any separate contractor except with the written consent of the Owner and of such separate contractor. The Contractor must not unreasonably withhold from the Owner or any separate contractor their consent to cutting or otherwise altering the Work.

4.14 CLEANING UP

4.14.1

The Contractor at all times will keep the premises free from accumulation of waste materials or rubbish caused by their operations. At the completion of the Work the Contractor will remove all their waste materials and rubbish from and about the Project in full compliance with all applicable laws and regulations as well as all their tools, construction equipment, machinery and surplus materials and the Project must be thoroughly cleaned and ready for immediate occupancy by the Owner.

4.14.2

If the Contractor fails to clean up at the completion of the Work, the Owner may do so as provided in Paragraph 3.4 and the cost thereof will be charged to the Contractor.

4.15 COMMUNICATIONS

4.15.1

The Contractor must forward all communications to the Owner's designated representative.

4.15.2

The Contractor will at all times have a designated representative in the field that is authorized to act on behalf and make decisions for the Contractor under this contract agreement.

4.16 ROYALTIES AND PATENTS

4.16.1

The Contractor must pay all royalties and license fees. The Contractor must defend all suits or claims for infringement of any patent rights and will save the Owner harmless from loss on account thereof, except that the Owner will be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified, but if the Contractor believes or has reason to believe that the design, process or product specified is an infringement of a patent, the Contractor will be responsible for such loss unless they promptly give such information to the Owner, and thereafter the Owner insists on the use of the design, process or products specified.

4.17 INDEMNIFICATION

4.17.1

To the fullest extent permitted by law, the Contractor will indemnify and hold harmless the Owner, the Designated Representative, and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury or destruction of tangible property (other than the Work itself) including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified there under. Such obligation will not be construed to negate, abridge, or otherwise reduce any other right or of indemnity which would otherwise exist as to any party or person described in this Paragraph 4.17.

4.17.2

In any and all claims against the Owner the Designated Representative or any of their agents or employees by any employee of the Contractor, any Subcontractor anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph 4.17 will not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or

for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

4.17.3

The obligations of the Contractor under this paragraph 4.17 will not extend to the liability of the Owner, the Designated Representative , their agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) written directions or instructions given by the Owner, the Designated Representative , their agents or employees, provided they are the sole cause of the injury or damage.

ARTICLE 5
INSURANCE

Contractor must provide insurance as specified below:

General Liability

Includes:

- Comprehensive form
- Premises/Operations
- Underground Explosion & Collapse Hazard
- Products / Completed Operations
- Independent Contractors
- Broad From Property Damage
- Personal Injury

Each Occurrence	\$1,000,000
Aggregate	\$2,000,000

Automobile Liability

Includes:

- All Owned Vehicles
- Hired Vehicles
- Non-owned Vehicles

Bodily Injury & Property Damage Combined	\$1,000,000
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Workers Compensation & Employers Liability

- As Required by State of Massachusetts

Each Accident	\$100,000
Bodily Injury by Disease (Policy Limit)	\$500,000
Bodily Injury by Disease (Each Employee)	\$100,000

Additional Insurance / Requirements

- The Town of Burlington Will be named as Additional Insured

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ARTICLE 6
LIQUIDATED DAMAGES

6.1 LIQUIDATED DAMAGES

If the Contractor neglects, fails or refuses to complete the work as herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay to Owner the amount of \$1,000 per day, not as a penalty but as liquidated damages for such breach of Contract as hereinafter set forth, for each and every calendar day that the Contract will be in default after the date stipulated in the Contract for completing the work.

MEASUREMENT & PAYMENT

Item 1 – Unclassified Excavation

The work under this item must conform to the relevant provisions of the *Standard Specifications for Highway & Bridges* and the following:

Work under this item will only be made for additional excavation to remove unsuitable material where directed by the Owner. Removal of excess gravel from the subgrade needed to conform to the lines and grades shown in the Contract Documents will not be paid for under this item and is included under *Item 5 – Fine Grading & Compacting – Subgrade Area*. Additional excavation made by the Contractor that is not directed by the Owner will not be compensated.

Measurement and payment for this item will be made based on the unit of measurement and unit price listed on the Bid Form.

Item 2 – Concrete Excavation

The work under this item must conform to the relevant provisions of the *Standard Specifications for Highway & Bridges* and the following:

Work under this item will include all saw-cutting, excavation, removal, disposal, materials, and labor needed to remove both cement concrete surfaces/structures and reinforced cement concrete surfaces/structures. Removal and disposal of concrete related to adjusting or remodeling drainage/sanitary structures will not be paid for under this item and is included under those respective bid items.

Measurement and payment for this item will be made based on the unit of measurement and unit price listed on the Bid Form.

Items 3&28 –Concrete Sidewalk and Concrete Accessible Ramps

This work shall consist of the installation of cement concrete sidewalk and concrete accessible ramps. All work on concrete accessible ramps shall conform to the latest edition of the MassDOT, AAB, and ADA standards.

The AAB Rules and Regulations specify maximum slopes and minimum dimensions required for construction acceptance. There is no tolerance allowed for slopes greater than the maximum slope, nor for dimensions less than the minimum dimensions.

The Contractor shall install all new concrete sidewalks to at least the width of sixty (60) inches, from face of panel to back of panel and provide a clear path travel of thirty six (36) inches from any sidewalk obstructions, unless otherwise directed by the Engineer. All new concrete sidewalks will be abutted on the outside face by six (6) inch vertical granite curb, making the total width of sidewalk to be at least sixty six (66) inches.

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Sidewalks shall be constructed in accordance with requirements as set forth in this specification, including placement of alternating sections, thirty (30) feet in length and provided with expansion joints. Expansion filler shall also be used at pours against existing sidewalks, buildings, walls, other hard objects, and to create isolation areas around existing utility poles, fire hydrants, etc. Expansion joints shall be comprised of a felt based material capable of resisting moisture penetration, and provide adequate thermal expansion/contraction of the concrete. The expansion joint shall be installed to complete depth of the pour.

Control joints should be scored and then saw cut to a depth of one quarter (1/4) inch per one (1) inch of poured depth of the sidewalk. For example, for a pour of four (4) inches, the scored or saw cut depth shall be one (1) inch. Control joints shall be installed every five (5) feet, square to the face of granite curbing, creating a square panel.

Four (4) inches of cement concrete will be placed upon eight (8) inches of compacted gravel, for all sidewalks, and six (6) inches of cement concrete will be placed upon eight (8) inches of compacted gravel for all driveway crossings, curb cuts, and access ramp locations. The depth of and compaction of the gravel sub base should be checked using a level edge capable of spanning the width sidewalk, from curbing to form, and the depth to the top of the compacted gravel will be measured from the bottom of the level edge. The purpose of the measurement is not to check the depth of gravel, but rather to check that the area has been prepared to an appropriate depth, for the appropriate pour depth.

Contractor is responsible for securing area(s) of curing concrete, and shall supply barricades or watchmen/police detail officers, as necessary to prevent defacement of concrete surfaces.

Mix Specifications

Concrete shall be uniformly premixed offsite at the batching plant and maintained during transport with a minimum compressive strength of 5,000 psi at twenty eight (28) days, comprised of three quarter (¾) inch coarse aggregate, with a water to cement ratio of 0.45, with a tolerance of 0.05 plus or minus (+/-), six and a half (6.5) percent, with a one and a half (1.5) percent tolerance, plus or minus (+/-)air entrainment (AASHTO – M154), Type A water reducing admixture (AASHTO – M194), four to five (4 to 5) inch slump, an onsite delivery temperature of 50-95°F and fiber mesh added at the plant, as specified below.

NO WATER is allowed to be added once the material arrives on site. Instead a curing and sealing agent must be added to slow the curing process, allowing more workable time with the concrete. Only Current MassDOT approved concrete chemical cure and sealers meeting ASTM c1315 Standards are permitted for use.)

Fiber mesh

Fiber mesh (100% virgin polypropylene, collated, fibrillated fibers) shall be added at a rate of one to one and a half (1.0 to 1.5) pounds per cubic yard of concrete for reinforcement purposes. Fiber mesh shall be FIBERMESH 150, manufactured by PROPEX Concrete Systems or an approved equal.

Concrete Cure and Sealer

When all finishing work has been completed on the concrete sidewalk and accessible ramps the contractor shall spray on a chemical curing and sealing agent capable of improving the lifetime resistance to chloride deterioration of the newly poured concrete, adhering to ASTM C-1315 specifications.

Spray cure and sealing agent shall be

- SpecChem Cure and Seal 25 manufactured by SpecChem, or
- ChemMaster Silencure-A manufactured by ChemMaster, or
- Or other approved equal from the current MassDOT approved concrete cure and sealing agent list available from the MassDOT website.

Prior to use of any cure and sealing agents the Manufacturer's product data information, and materials safety data sheet (MSDS) must be submitted for approval before application. Contractor is responsible for applying approved cure and sealer based upon Manufacturer's specifications.

Measurement and Payment

The measurement and payment for the cement concrete sidewalk will be based upon the number of square yards actually installed measured in place.

The measure meant and payment for cement concrete accessible ramps will be based upon the number of square yards actually installed measured in place.

Warranty

The contractor will warranty the installation of all concrete flatwork for a period of three (3) years from the date of installation, or the last installation date in the event of a large pour over multiple days, for any damage or defects caused by poor product, installation methods/techniques, or other issues that arise within the warranty period. The contractor will also warranty the work for a period of three (3) years against spalling, from de-icing chemicals. Warranty work will be considered incidental to the original bid price as set forth in the Bid Form, and no additional monetary compensation will be paid for by the Owner, for all labor, equipment, material, etc., necessary to repair the damage.

Once the Contractor is notified they will be required to repair or remove and replace and damaged concrete sidewalk, under the direction of the Engineer, the repairs will be

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required in a timely manner. Failure to complete the work in a timely manner, as agreed upon by the Engineer, could result in the Contractor to be considered in breach of contract at be barred from being awarded any future contracts, or be required to complete the warranty work before any work can begin on a new contract.

In the event that warranty work is undertaken by the Contractor, as directed by the Engineer, than the warranty timeframe will reset and start back at time zero (0). The Contractor will also be responsible for repairing any damage to adjacent areas of the concrete sidewalk, as a result of their work to repair/remove the concrete sidewalk, at no additional cost to the Owner. All necessary repair work will be dictated to the Contractor by the Engineer/Owner.

Work under this item will include all removal and disposal of bituminous concrete not reclaimed under *Item 15 – Reclaimed Pavement* or *Item 16 – Pavement Milling*. Payment under this item will only include pavement that is unable to be reclaimed or milled such as driveways and sidewalks. Pavement that can be reclaimed or milled must be reclaimed or milled in all instances.

Measurement and payment for this item will be made based on the unit of measurement and unit price listed on the Bid Form.

Item 4 – Gravel Borrow

This work shall consist of the installation of additional gravel borrow as necessary to replace any excavated material, found to be unsuitable base material, as determined by the Engineer. The gravel borrow shall be uniformly mixed provide a base for the proposed roadway surface or sidewalk subbase.

The gravel borrow shall consist of inert material that is hard, durable stone and coarse sand, free from loam and clay, surface coating, and deleterious material.

Gradation requirements for gravel shall be determined by AASHTO T 11 and T 27 and shall conform to the following:

Sieve Designation	Percent Passing
12.5 mm	50 – 85
4.75 mm	40 – 75
300 µm	8 – 28
75 µm	0 – 10

Maximum size of stone in gravel shall be as follows:

Type a	6 inches
Type b	3 inches
Type c	2 inches

Considered incidental to this item, will be the cost of a sieve analysis, performed by a certified laboratory, as ordered by the Engineer, to test any gravel borrow, as necessary, brought onto the construction site. Responsibility will be on the Contractor to submit a sample of the gravel borrow to a certified laboratory for testing, if ordered by the Engineer, before use in the base material.

Measurement and payment for this item will be made based on the unit of measurement and unit price listed on the Bid Form.

Item 5 – Fine Grading & Compacting (Subgrade Area)

The work under this item must conform to the relevant provisions of the *Standard Specifications for Highway & Bridges* and the following:

Work under this item will include all removal and disposal of excess gravel needed to meet the lines and grades in the Contract Documents

Measurement and payment for this item will be made based on the unit of measurement and unit price listed on the Bid Form.

Item 6 – Drainage/Sanitary Structure Adjusted

Item 7 – Drainage/Sanitary Structure Rebuilt

Item 8 – Drainage/Sanitary Structure Remodeled

The work under this item must conform to the relevant provisions of the *Standard Specifications for Highway & Bridges* and the following:

Payment for removing and resetting castings under this item will only be made once per structure. If castings need to be lowered or removed due to scheduling delays it will be considered incidental to each item.

Work under *Item 7 – Drainage/Sanitary Structure Rebuilt* will only be paid for where explicitly directed by the Owner to rebuild. If the Contractor encounters a structure that needs rebuilding, they must notify the Owner immediately to confirm the need, and approve the rebuild. The Contractor will continue with the remaining work to avoid delays. The Owner will approve or deny the rebuild before the end of the day. This will be considered incidental to the associated items.

Work under *Item 8 – Drainage/Sanitary Structure Remodeled* shall include the cost to both **lower and raise** all structure castings to a depth of eighteen (18) inches or as sufficient to eliminate interference from the reclamation process. Once the binder has been placed and rolled, the buried structures shall be adjusted to the newly proposed line and grades as set forth on the Plan Set or as directed by the Engineer. The structures shall be dismantled in a non-destructive manner and covered with a steel plate.

Measurement and payment for this item will be made based on the unit of measurement and unit price listed on the Bid Form.

NOTE: The height of the frame and cover, or frame and grate is NOT included in the measurement of the casting. Only the height of the new masonry material will be measured as part of the adjustment.

Payment for removing and resetting castings under this item will only be made once per structure. If castings need to be lowered or removed due to scheduling delays it will be considered incidental to each item.

Measurement and payment for this item will be made based on the unit of measurement and unit price listed on the Bid Form.

Item 9 – Frame & Grate (or Cover) Municipal Standard

The work under this item must conform to the relevant provisions of the *Standard Specifications for Highway & Bridges* and the following:

All catch basin frame and covers must be Neenah Foundry product number R-3589-A or equivalent American made equal. All manhole frames and covers shall be Neenah Foundry product number R-1720 or East Jordan Iron Works product number 00211211 (frame) and product number 00211044CO1 (cover) or equivalent American made equal. Covers must have the appropriate utility name casted into it (i.e. “Drain” and “Sewer”).

Measurement and payment for this item will be made based on the unit of measurement and unit price listed on the Bid Form.

Item 10 – Frame & Grate (Or Cover) Removed and Discarded

This work shall consist of the removal and disposal of all existing frame and grates (or covers), that have been directed to be removed and disposed of in the field by the Engineer.

Once a casting is removed, and a new casting is put back, the old casting will become the responsibility of the Contractor to remove and dispose of at an offsite location, and in a legal manner.

In the event that the existing casting has not been removed and disposed of within a two (2) week period, after the permanent casting has been installed, the Contractor forfeits the right to seek payment for this bid item, as set for the Bid Form, and the disposal will be considered incidental to the bid item.

Additionally the Owner may reserve the right to have said forfeited castings remaining after the deadline, disposed of by alternative methods. The owner also reserves the right

to back charge the Contractor for any incurred cost associated with having to dispose of any frame and grate (or cover) not disposed of by the Contractor in the timeframe specified under this item.

Measurement and payment for this item will be made based on the unit of measurement and unit price listed on the Bid Form.

Item 11 – Water Gate Box Slide Top & Cover

The work under this item must conform to the relevant provisions of the *Standard Specifications for Highway & Bridges* and the following:

Work under this item will include furnishing new water gate box tops and covers in accordance with the Contract Documents. Water gate boxes must be North American made, Bibby-Ste-Croix part V750 and V878 or approved equal. Any damaged or compromised water gate top castings, as determined by the Owner, will be replaced and included under this item. Any gate boxes damaged by the Contractor will be replaced by the Contractor at their own cost and will not be paid for under this item.

Measurement and payment for this item will be made based on the unit of measurement and unit price listed on the Bid Form.

Item 12 – Water Gate Box Adjusted

The work under this item must conform to the relevant provisions of the *Standard Specifications for Highway & Bridges* and the following:

Work under this item will include any gate box top lowering or removing and resetting gate box tops in order to perform the work in the Contract Documents. It includes adjusting and setting the gate box to the grades of the new pavement.

Measurement and payment for this item will be made based on the unit of measurement and unit price listed on the Bid Form.

Item 13 – Water Gate Box Removed & Dispose

This work shall consist of the removal and disposal of all existing water gate top and cover that have been directed to be removed and disposed of in the field by the Engineer.

Once a water gate top and cover is removed, and a new water gate top and cover is put back, the old water gate top and cover will become the responsibility of the Contractor to remove and dispose of at an offsite location, and in a legal manner.

In the event that the existing water gate top and cover has not been removed and disposed of within a two (2) week period, after the permanent water gate top and cover has been installed, the Contractor forfeits the right to seek payment for this bid item, as set for the Bid Form, and the disposal will be considered incidental to the bid item.

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Additionally the Owner may reserve the right to have said forfeited water gate top and cover remaining after the deadline, disposed of by alternative methods. The owner also reserves the right to back charge the Contractor for any incurred cost associated with having to dispose of any water gate top and cover not disposed of by the Contractor in the timeframe specified under this item.

Measurement and payment for this item will be made based on the unit of measurement and unit price listed on the Bid Form.

Item 14 – Water Gate Box Extension (Furnished by the Town)

The work under this item must conform to the relevant provisions of the *Standard Specifications for Highway & Bridges* and the following:

In instances where there is an existing water gate box riser or the gate box slide top is not long enough to overlap the gate box bottom, the Town will provide the Contractor an additional gate box bottom to install over the existing bottom to act as an extension. Work under this item will include all excavation, material disposal, saw-cutting, and labor necessary to install the extension.

Measurement and payment for this item will be made based on the unit of measurement and unit price listed on the Bid Form.

Item 15 – Reclaimed Pavement

The work under this item must conform to the relevant provisions of the *Standard Specifications for Highway & Bridges* and the following:

All streets will be completely reclaimed to a depth of two (2) to two and half (2 ½) times the thickness of the pavement, as directed by the Engineer in the field at the time of the work. Pavement thickness will be determined by measurement in the field on the day of reclamation. Once the reclamation of the streets is completed rough/partial grading will be done to make the streets passable for traffic until work is completed on the street. Reclaiming will include all bituminous concrete berm/curb.

Measurement and payment for this item will be made based on the unit of measurement and unit price listed on the Bid Form.

Item 16 – Pavement Milling

The work under this item must conform to the relevant provisions of the *Standard Specifications for Highway & Bridges* and the following:

The work to be done consists of excavating bituminous pavement by cold planer/milling machine in designated areas to re-profile existing surfaces that are 100 square yards or more. **Cold planing of all existing bituminous berm on roads to be milled shall be incidental to milling operations.** The cold planer shall be capable of planing both the

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bituminous pavements and cement concrete patches if the latter should be encountered in bituminous pavements. Contractor shall furnish auxiliary milling equipment for clean-up work along curbs and around castings. The use of planing equipment mounted on pneumatic tires will be permitted only for clean-up work. The cold planer shall be equipped with all necessary safety devices such as flashing lights and backup signal so as to operate in traffic with complete safety. The work area must be left clean and free from debris, and accessible at the end of each day.

Milled material will become the property of the contractor and will be disposed of legally offsite. Depth of planing cut will average one and one half to two (1 ½ to 2) inches. **Contractor will be responsible for damage to existing castings resulting from his operation** unless such castings (water gates e.g.) have previously been paved over and are not visible on the surface.

Immediately upon completion of the cold planing operation performed around and about manholes, catch basins, and exposed roadway structures the Contractor shall apply a bright ribbon of orange fluorescent paint on the projecting face of the manhole casting, such that oncoming traffic is made aware of the castings presence.

On all heavily traveled roads or where directed by the Owner, the Contractor must place a tapered ring of HMA around all raised structures and where milling starts and ends immediately after milling. Payment for this work will be made under *Item 19 – Hot Mix Asphalt for Miscellaneous Work*.

The price of this item will constitute full compensation for cold planing of one and one half to two (1 ½ to 2) inches deep, removal and disposal of the excess material, loading, trucking, sweeping, dust control, and all other work incidental thereto.

Measurement and payment for this item will be made based on the unit of measurement and unit price listed on the Bid Form.

Item 17 – Superpave Surface Course 9.5 (SSC-9.5)

Item 18 – Superpave Intermediate Course 19.0 (SIC-19.0)

The work under this item must conform to the relevant provisions of the *Standard Specifications for Highway & Bridges* and the following:

Nuclear gauge testing will be used to determine hot mix asphalt density. Density testing will be required for every 100 foot length of street segment being paved. Within the 100 foot section of street segment, the lowest percentage of the maximum density value achieved will be the measurement used to determine payment percentage and if a segment is rejected. The target density for all segments is between 92% and 98% percent. If the lowest density percentage measurement in a segment is below 92%, a reduction in payment will be as follows:

Lowest Percent of Maximum Density (per 100 foot segment)	Percent Payment
98.0-92.0	100
91.9-91.0	90
90.9-90.0	80
89.9-89.0	70
88.9-88.0	60
87.9-87.0	50
86.9 or less	Rejection of Segment

The payment cost reductions will be applied to the total cost of the failed street including but not limited to reclaim/milling, HMA, structure adjustment, berm, loam & seed, plus an additional 20% of the cost for Police details and Engineering.

If a Contractor plans to pave more than 1,000 tons consecutively on one street, a minimum of three (3) rollers will be required to ensure compaction density is met. The first roller should have a minimum weight of twelve (12) to fourteen (14) tons and have either vibratory and/or oscillatory capacity. The intermediate roller should have a minimum weight of ten (10) to twelve (12) tons and have either vibratory and/or oscillatory capacity. The third roller should have a maximum weight of six (6) tons or less and be a static roller capable of rolling out all lines in the mat. All rollers will work in conjunction to achieve the required 92% percent to 98% percent compaction required in this contract. If the Contractor plans to deviate from this requirement, approval must be granted by the Owner.

Tack coats will be made on all HMA and cement concrete surfaces and joints immediately before new HMA pavement is placed at the application rates set forth in the *Standard Specifications for Highway & Bridges*. Tack coating will be considered incidental to the cost of this item.

The Owner reserves the right to request longitudinal notched wedge joints for HMA pavement courses at no additional cost to the price of this item. Each successive HMA pavement course's wedge joint must be at least 12" laterally from the previous course's joint.

Measurement and payment for this item will be made based on the unit of measurement and unit price listed on the Bid Form.

Item 19 – Hot Mix Asphalt for Miscellaneous Work

This work shall consist of the placement asphalt by hand. Handwork shall include all materials, labor and equipment to adjust driveway aprons and other miscellaneous work.

The work shall consist of the repair of the driveway apron or existing pavement, restoring or regrading gravel base course, installation of handwork with tack coat and all work

incidental as directed by the Engineer. The Engineer will have the final say as to the manner of restoration of all driveway aprons.

Measurement and payment for this item will be made based on the unit of measurement and unit price listed on the Bid Form.

Item 20 – Granite Curb Type VA4 – Straight

Item 21 – Granite Curb Type VA4 – Curved

Item 22 – Granite Transition Curb for Wheelchair Ramps - Straight

Item 23 – Granite Transition Curb for Wheelchair Ramps – Curved

This work shall consist of the installation of six (6) inch vertical granite curbing, curved, straight, and transition as directed by the Engineer.

Curb Contractor shall have a minimum of five (5) years' experience and have completed satisfactorily five (5) jobs within that time of similar size and scope.

All grade stakes and field Engineering are the responsibility of the Contractor.

It is the responsibility of either the Contractor or the Curb Contractor to provide all labor, material, and equipment to excavate the trench for which the granite curbing shall be placed. Once the material is excavated, any excess material becomes the property and responsibility of the Contractor or Curb Contractor to dispose of in an offsite location and legal manner.

Once the granite curb has been set in the field, the curbing, shall have air entrained cement concrete, with a minimum strength of 4,000 pounds per square inch, shall be placed in the **front and back** of the curbing, between the face of the curb and the edge of the binder course. The concrete shall be poured for the entire length of the curbing, both front and back, and brought to the elevation of the binder course.

All work under this item shall include anything furnished, measured, removed if necessary, and installed in the field. The price of both items shall constitute compensation for cutting of existing pavement, excavation, grading, furnishing and installing the granite curbing, concrete, backfill, removal and disposal of excess material, pavement patching, and mortaring joints.

Measurement and payment for this item will be made based on the unit of measurement and unit price listed on the Bid Form.

Item 24 – Hot Mix Asphalt Curb Type 2

The work under this item must conform to the relevant provisions of the *Standard Specifications for Highway & Bridges* and the following:

Work under this item will include the installation of a hot-mix asphalt curb. An asphalt berm pad (i.e. leveling course) will be installed to ensure the berm is formed on a smooth

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surface and the form machine moves smoothly to prevent any ripples, or other aesthetic or structural defects. If defects occur, the Contractor will remove and replace all defected curb and not receive any compensation. In this event, the entire length of the formed berm must be replaced (i.e. nearest driveway to opposite nearest driveway). Tack must be used on both the milled surface where the pad is installed on and on the pad where the curb sits on. The curb pad and tack will be considered incidental to the cost of this item.

Measurement and payment for this item will be made based on the unit of measurement and unit price listed on the Bid Form.

Item 25 – Curb Removed & Reset

This work shall consist of the removal and resetting of existing granite curbing, both vertical and sloped as directed by the Engineering. The intention of this bid item is not to remove and reset every piece of sloped or vertical granite curbing, but rather only the pieces deemed to need repair by the Engineer.

All work under this item shall include cutting of existing pavement, excavation, furnishing and installing the granite curbing, concrete, backfill, removal and disposal of excess material, pavement patching and mortaring joints.

Measurement and payment for this item will be made based on the unit of measurement and unit price listed on the Bid Form.

Item 26 – Curb Removed & Discarded

The work under this item must conform to the relevant provisions of the *Standard Specifications for Highway & Bridges* and the following:

Work under this item will include removing and disposing granite curbing and cement concrete curbing. Bituminous concrete curbing removal will not be paid for under this item and is paid for under *Item 15 – Reclaimed Pavement*.

Measurement and payment for this item will be made based on the unit of measurement and unit price listed on the Bid Form.

Item 27 – Silt Sack

This work shall consist of the furnishing and installation of silt sack catch basin filters, with overflow bypass holes, Siltsack – High-Flow-Type A by ACF Environmental, or approved equal. Considered incidental to the cost of this item, will include the necessary rebar lengths to support the siltsack.

Considered incidental to this item, will be routine inspection for current sedimentation/debris levels within the silt sack, and any sediment or debris found to be above the level of the overflow holes, shall be removed and disposed of in a legal manner. In the event that the silt sack is damaged or becomes full, the Contractor must remove the existing silt sack and replace with a new silt sack, at no additional cost.

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Inspections will also be made after each rain event, for any over sedimentation or washed out debris.

Considered incidental to this bid item, will be the removal and disposal of the silt sack, material/debris trapped in the silt sack, and the metal rebar, by the Contractor in an offsite and legal manner, once directed by the Engineer.

The silt sacks will be installed to all catch basin and adjacent catch basins on all reclaim streets prior to the start of any reclamation work, as directed by the Engineer.

Measurement and payment for this item will be made based on the unit of measurement and unit price listed on the Bid Form.

Item 29 – Mail Box Removed & Reset

This work consists of removing and resetting present mail boxes in accordance with these specifications and in closes conformity with the lines and grades established by the Engineer, or as directed by the Engineer.

The mail boxes indicated shall be removed together with the posts, and the post holes filled with suitable material and properly tamped. If necessary during the construction the mail boxes shall be set in temporary locations as directed, so that they are easily accessible to the mail carrier. In their final permanent location the present mail boxes shall be set on new wooden bases and/or iron pipe posts as directed by the Engineer.

All work shall include removing and stacking the mail box, preparation of foundation, backfill, compaction and other incidental thereto.

Measurement and payment for this item will be made based on the unit of measurement and unit price listed on the Bid Form.

Item 30 – Mobilization

The work under this item must conform to the relevant provisions of the *Standard Specifications for Highway & Bridges* and the following:

This item will consist of preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site, for the establishment of all Contractor's field offices, buildings, and other facilities necessary for work on the project and all other work and operations which must be performed or for costs which must be incurred prior to beginning work. The unit price for this item **must not exceed 3%** of the contract bid total, exclusive of this item. Failure to observe this requirement may result in rejection of the bid.

Payment for mobilization will be made on a lump sum basis.

1. The first payment of one third of the lump sum price or 1 percent of the total bid price, whichever is less, will be made on the first estimate.

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2. The second payment of one third of the lump sum price or 1 percent of the total bid price, whichever is less, will be made following the completion of 5 percent of the total Contract price.
3. The third payment of on third of the lump sum price or 1 percent of the total bid price, whichever is less, will be made following the completion of 10 percent of the total Contract price.
4. Upon completion of all the work on the project, payment of any amount bid for this item in excess of the total amount previously paid will be paid by the Owner.

Measurement and payment for this item will be made based on the unit of measurement and unit price listed on the Bid Form.

Item 31 – Loam Borrow

Item 32 – Hydro-Seeding

This work shall consist of furnishing and placing of four (4) inches of screened loam or topsoil, re-handled and spread and machine spread hydro seed or approved equal as directed by the Engineer.

The loam shall be pre-screened before delivery to the site and be free of any rocks and stones greater than three quarters ($\frac{3}{4}$) of an inch trash, debris, refuse, etc. Any loam delivered to the site that is found to be sub-standard in the opinion of the Engineer, shall be removed and trucked away by the Contractor, the price of which shall be considered incidental to this item.

The hydro seed mixture shall consist of a cellulose fiber mulch, fertilizer and versatile grass seed mixture, capable of growing in shade, direct sun and partial conditions of shade and sun.

Measurement and payment for this item will be made based on the unit of measurement and unit price listed on the Bid Form.

Item 33 – Mulch

The work under this item must conform to the relevant provisions of the *Standard Specifications for Highway & Bridges* and the following:

Work under this item will include furnishing and placing various types/colors of mulch as necessary to closely match existing mulch beds that are disturbed during the project or placed as directed by the Owner.

Measurement and payment for this item will be made based on the unit of measurement and unit price listed on the Bid Form.

Item 34 – Traffic Management

This work shall consist of all signage, barricade structures, traffic barrels, cones, and all other appurtenances and work required to close the road, maintain a proper detour route, and reopen the road at the completion of the Project. All signage and barricades shall be installed at heights and sight distances to the maximum extent practicable as stated in the 2009 Edition Manual on Uniform Traffic Control Devices (MUTCD), as amended. All signage shall be affixed to permanent structures such as telephone poles or other existing sign posts. All sign names and barricade names stated herein are references to the 2009 MUTCD. The Contractor shall be responsible for the removal and disposal of all components of this item.

This work also consists of all work, labor, equipment, supplies and materials necessary to paint, with florescent orange paint, and mark and erect construction signage on/for roads with raised structures/gates after the reclamation of the roadway surface. All paint and signage that fades/becomes damaged will be the responsibility of the contractor to freshen up/replace, as directed by the Engineer.

The Traffic Management plan does not include the cost of Police Detail Officer(s). The cost of the Police Detail Officer(s) will be paid for by the Town of Burlington. The responsibility to arrange the appropriate amount of Police Detail Officer(s) is the responsibility of the Contractor. The quantity will be determined by the Engineer and/or Town of Burlington's Police Department. The contractor is responsible to arrange and schedule Police Detail Officer(s) in accordance with the Town of Burlington's Police Department policies. Costs resulting from violating the policies, such as not providing enough notice when canceling Detail Officers, will be charged to the Contractor.

Road Closure Signs

Road closure signs shall be W20-3 and installed at the approximate locations as directed by the Engineer.

Detour Signs

Detour signs without arrows shall be M4-8 and installed at the approximate locations as directed by the Engineer.

Turning detour signs shall be either M4-9 or M4-10 for the project as directed by the Engineer. One type of sign shall be selected for the entire detour route and a combination of the two will not be acceptable.

Barricades, Traffic Barrels, Cones

Detour barricades shall be Type 3 Barricades based on the 2009 MUTCD with warning lights. These barricades shall be installed in a method that, when and where possible, will allow residents to access their property, as best as possible to prevent damage to the new pavement surface, while detouring common traffic.

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Worksite barricades shall be installed at the worksite for the duration of the road closure to prevent all types of traffic to enter. Acceptable worksite barricades, fencing, traffic barrels, cones, or other barricades as approved by the Engineer.

All work shall include implementing and maintaining the traffic management plan as well as all painting of raised structures and gates described herein. The payment shall include furnishing, installing, and dismantling and disposing all the necessary barricades to fully isolate each construction site, as necessary, for the entire duration of this contract.

Measurement and payment for this item will be made based on the unit of measurement and unit price listed on the Bid Form.

Item 35 – 4" Double Yellow (Centerline) THERMOPLASTIC

Item 36 – 4" Single Yellow THERMOPLASTIC

Item 37 – 4" Single White (Fog) THERMOPLASTIC

Item 38– 4" Lines (dashed) THERMOPLASTIC

Item 39 – 12" STOP LINE THERMOPLASTIC

Item 40 – 12" CROSS WALKS THERMOPLASTIC

Item 41 – Directional Arrows THERMOPLASTIC

Item 42 – 8' "Only" THERMOPLASTIC

THERMOPLASTIC TRAFFIC MARKINGS

Immediately after coldplane operations the Contractor must place temporary traffic marking tape on the roads being marked. This temporary traffic markings shall be incidental to the work under these thermoplastic bid items.

The work under this contract shall comply in all respects to all current Editions of the Massachusetts Highway Department (MHD) "Standard Specifications for Highways and Bridges", Supplemental Specifications, and Standard Special Provisions.

Materials

All materials shall comply in all respects to all current Editions of the Massachusetts Highway Department (MHO) "Standard Specifications for Highways and Bridges". Supplemental Specifications and Standard Special Provisions.

All symbols, templates, pictograms and text shall be applied in conformance with the most current USDOT Manual of Uniform Traffic Control Devices unless otherwise directed by the Member municipality.

Method of Payment

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Payments shall be based on price per unit as delineated in the Bid Price Forms. Invoices must list streets and street segments where markings have been applied and must specify the types of markings applied.

Preformed permanent plastic pavement markings or legends shall conform to specification M7.01.IS.

Yellow thermoplastic reflectorized pavement marking will conform to the specification M7.0 1.04 yellow Thermoplastic Reflectorized Pavement Marking.

White thermoplastic reflectorized pavement marking shall conform to Specification M7.01.03 White Thermoplastic Reflectorized Pavement Marking.

Item 43: Clearing and Grubbing

This work shall consist of clearing, grubbing, cutting, removal, and disposal of all vegetation, debris and existing top soil in preparation for the proposed roadway on Sunnyside Avenue as shown on the plan set or as directed by the Engineer. This work shall also include the preservation from injury or defacement of all vegetation and objects designated by the Engineer to remain.

All material removed will become the property of the contractor to dispose of in an offsite legal manner.

Measurement and payment for clearing and grubbing, shall be based upon the actual number of square yards cleared and grubbed in the field.

APPENDICES

- APPENDIX A – Plans
- APPENDIX B – locus map
- APPENDIX C – Prevailing Wage