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

April 9, 2020
INVITATION FOR BID

PUBLIC WORKS CONSTRUCTION

Sealed bids for 2020 Reclaim Streets must be received by Department of Public Works, Town Hall Annex, 25 Center Street, Burlington, Massachusetts, 01803 until Thursday, April 9, 2020 at 10:00 a.m. and will be publicly opened and read aloud at such time.

- Specifications and bid forms are available on the DPW website site at: http://www.burlington.org, under the Projects & Programs tab.

- Specifications and bid forms may be obtained at the Department of Public Works, Town Hall Annex, 25 Center Street, Burlington, Massachusetts, 01803 after March 26, 2020 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: Stephen Hildreth, shildreth@burlington.org, (781) 270-1643.

- Prevailing wage must be paid per MGL 149 SECT. 26-27D.

- The Bidder must be pre-qualified by MassDOT.
PROJECT DESCRIPTION

The work under this contract will include all equipment, labor, material, supplies, etc. necessary to furnish the work described in this contract.

Work under this contract will include the full depth reclamation, finish grading, complete paving, and all associated work, of the following streets within the Town of Burlington, MA:

<table>
<thead>
<tr>
<th>Street</th>
<th>From</th>
<th>To</th>
<th>19.5 mm Thickness (in.)</th>
<th>9.5 mm Thickness (in.)</th>
<th>Concrete Accessible Ramps</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ardmore Avenue</td>
<td>Glen Avenue</td>
<td>Dead End</td>
<td>2.5</td>
<td>2.0</td>
<td>0</td>
</tr>
<tr>
<td>Crowley Road</td>
<td>Middlesex Turnpike Extension</td>
<td>Corcoran Road</td>
<td>2.5</td>
<td>2.0</td>
<td>0</td>
</tr>
<tr>
<td>Eastern Avenue</td>
<td>Francis Wyman Road</td>
<td>Dead End</td>
<td>2.5</td>
<td>1.5</td>
<td>2</td>
</tr>
<tr>
<td>Fairlawn Avenue</td>
<td>Winnmere Avenue</td>
<td>Harriett Avenue</td>
<td>2.5</td>
<td>1.5</td>
<td>0</td>
</tr>
<tr>
<td>Fernglade Road</td>
<td>Pathwoods Avenue</td>
<td>Dead End (South)</td>
<td>2.5</td>
<td>1.5</td>
<td>0</td>
</tr>
<tr>
<td>Violet Road</td>
<td>Manhattan Drive</td>
<td>Skelton Road</td>
<td>2.5</td>
<td>1.5</td>
<td>0</td>
</tr>
</tbody>
</table>

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.

All streets that will have berm, will be placed on the binder course prior to finish paving. The binder course on the street shall be paved an additional one (1) foot on either edge, of the finished width, allowing the berm to be placed on the binder surface, and then locked in with the final course of pavement.

Once the reclamation of the streets is completed rough/partial grading will be done to make the streets passable and all driveways accessible at the end of each day, for traffic until work is completed on the street.

Also as part of this contract the installation of two (2) new four (4) foot deep sump catch basins will be installed on Fernglade Road, as shown upon the plan set. The newly proposed deep sump catch basins will be installed to replace two (2) existing barrel block catch basin structures that are to be demolished and disposed of by the Contractor.
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, his 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
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 he has sufficient ability and experience in this class of work and sufficient capital and resources to enable him 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 his bid proposal a list of five (5) jobs which he has 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 he deems 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 himself 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 his obligation to furnish all material and labor necessary to carry out the provisions of this Contract. Insofar as possible the Contractor, in carrying out his 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.

2020 HMA Paving - Reclaim Streets (20C-411-0015)
Bid Opening: April 9, 2020 at 10:00 A.M.
**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.

**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 Massachusetts Highway Departments “Standard Specifications for Highway & Bridges” edition as revised in the 1995 Publication.
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.

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.

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”).

Gentlemen:

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:_______________________

No.______________________ Dated:_______________________

2020 HMA Paving - Reclaim Streets (20C-411-0015)  
Bid Opening: April 9, 2020 at 10:00 A.M.
## BID FORM

<table>
<thead>
<tr>
<th>Items</th>
<th>Qt.</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Item 1</strong>&lt;br&gt;Asphalt Pavement Reclamation</td>
<td>17,000 SY</td>
<td>$ __________ /SY</td>
<td>$ __________</td>
</tr>
<tr>
<td><strong>Item 2</strong>&lt;br&gt;Adjustment of Structures (Greater than 6” Vertical)</td>
<td>49 EA</td>
<td>$ __________ /EA</td>
<td>$ __________</td>
</tr>
<tr>
<td><strong>Item 3</strong>&lt;br&gt;Adjustment of Structures (Less than 6” Vertical)</td>
<td>30 EA</td>
<td>$ __________ /EA</td>
<td>$ __________</td>
</tr>
<tr>
<td><strong>Item 4</strong>&lt;br&gt;Adjustment of Gates (Greater than 6” Vertical)</td>
<td>19 EA</td>
<td>$ __________ /EA</td>
<td>$ __________</td>
</tr>
<tr>
<td><strong>Item 5</strong>&lt;br&gt;Rebuild Structures</td>
<td>30 VF</td>
<td>$ __________ /VF</td>
<td>$ __________</td>
</tr>
<tr>
<td><strong>Item 6</strong>&lt;br&gt;Frame and Grate (or Cover) Municipal Standard</td>
<td>68 EA</td>
<td>$ __________ /EA</td>
<td>$ __________</td>
</tr>
<tr>
<td><strong>Item 7</strong>&lt;br&gt;Frame and Grate (or Cover) Removed and Disposed</td>
<td>68 EA</td>
<td>$ __________ /EA</td>
<td>$ __________</td>
</tr>
<tr>
<td><strong>Item 8</strong>&lt;br&gt;Water Gate Box Slide Top and Cover Municipal Standard</td>
<td>19 EA</td>
<td>$ __________ /EA</td>
<td>$ __________</td>
</tr>
</tbody>
</table>
### Item 9
Water Gate Top and Cover Removed and Disposed
19 EA $ __________ /EA $ __________

### Item 10
Water Gate Box Extension
2 EA $ __________ /EA $ __________

### Item 11
Superpave Intermediate Course – 19.0 mm
2,000 LF $ __________ /LF $ __________

### Item 12
Superpave Surface Course – 9.5 mm
1,500 TON $ __________ /TON $ __________

### Item 13
Superpave Asphalt Handwork (19.0 mm to 9.5 mm)
200 TON $ __________ /TON $ __________

### Item 14
Granite Curbing – 6” Vertical - Curved
32 LF $ __________ /LF $ __________

### Item 15
Granite Curbing – 6” Vertical Splayed End
2 EA $ __________ /EA $ __________

### Item 16
Concrete Accessible Ramps
11 SY $ __________ /SY $ __________

### Item 17
Hot Mixed Asphalt Curbing
8,300 LF $ __________ /LF $ __________

### Item 18
Grading and Finishing
4,500 SY $ __________ /SY $ __________

### Item 19
Gravel Borrow
280 TON $ __________ /TON $ __________
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>20</td>
<td>Unclassified Excavation</td>
<td>200</td>
<td>CY</td>
<td>$ _________ /CY</td>
<td>$ __________</td>
</tr>
<tr>
<td>21</td>
<td>Rock Excavation</td>
<td>1</td>
<td>CY</td>
<td>$ _________ /CY</td>
<td>$ __________</td>
</tr>
<tr>
<td>22</td>
<td>Test Pits (Paved or Unpaved Surface)</td>
<td>1</td>
<td>EA</td>
<td>$ _________ /EA</td>
<td>$ __________</td>
</tr>
<tr>
<td>23</td>
<td>Loam and Hydro Seed</td>
<td>4,500</td>
<td>SY</td>
<td>$ _________ /SY</td>
<td>$ __________</td>
</tr>
<tr>
<td>24</td>
<td>Bark Mulch</td>
<td>10</td>
<td>SY</td>
<td>$ _________ /SY</td>
<td>$ __________</td>
</tr>
<tr>
<td>25</td>
<td>Decorative Stone</td>
<td>2</td>
<td>TON</td>
<td>$ _________ /TON</td>
<td>$ __________</td>
</tr>
<tr>
<td>26</td>
<td>Mail Box Removed and Reset</td>
<td>20</td>
<td>EA</td>
<td>$ _________ /EA</td>
<td>$ __________</td>
</tr>
<tr>
<td>27</td>
<td>Traffic Management Plan</td>
<td>1</td>
<td>LS</td>
<td>$ _________ /LS</td>
<td>$ __________</td>
</tr>
<tr>
<td>28</td>
<td>4’ Diameter Catch Basin – 4’ Deep Sump Base</td>
<td>2</td>
<td>EA</td>
<td>$ _________ /EA</td>
<td>$ __________</td>
</tr>
<tr>
<td>29</td>
<td>4’ Diameter Catch Basin – Riser Section</td>
<td>2</td>
<td>EA</td>
<td>$ _________ /EA</td>
<td>$ __________</td>
</tr>
<tr>
<td>30</td>
<td>4’ Diameter Catch Basin – Offset Top</td>
<td>2</td>
<td>EA</td>
<td>$ _________ /EA</td>
<td>$ __________</td>
</tr>
<tr>
<td>31</td>
<td>12” Ductile Iron Pipe</td>
<td>25</td>
<td>LF</td>
<td>$ _________ /LF</td>
<td>$ __________</td>
</tr>
<tr>
<td>32</td>
<td>¾” Stone</td>
<td>20</td>
<td>TON</td>
<td>$ _________ /TON</td>
<td>$ __________</td>
</tr>
</tbody>
</table>

2020 HMA Paving - Reclaim Streets (20C-411-0015)  
Bid Opening: April 9, 2020 at 10:00 A.M.
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>33</strong></td>
<td>Remove and Dispose of Existing Pipe</td>
<td>25</td>
<td>LF</td>
<td>$_________</td>
<td>$__________</td>
</tr>
<tr>
<td><strong>34</strong></td>
<td>Remove and Dispose of Existing Structure</td>
<td>2</td>
<td>EA</td>
<td>$_________</td>
<td>$__________</td>
</tr>
<tr>
<td><strong>35</strong></td>
<td>Straw Wattles</td>
<td>200</td>
<td>LF</td>
<td>$_________</td>
<td>$__________</td>
</tr>
<tr>
<td><strong>36</strong></td>
<td>Silt Sack With Overflow Bypass</td>
<td>37</td>
<td>EA</td>
<td>$_________</td>
<td>$__________</td>
</tr>
</tbody>
</table>
TOWN OF BURLINGTON

PUBLIC WORKS CONSTRUCTION

Department of Public Works

Ch.30-39M

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 his 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 he has done, and give references that will enable the Owner to judge his experience, skill and business standing (add supplementary page if necessary).

<table>
<thead>
<tr>
<th>#</th>
<th>Completion Date</th>
<th>Project Name</th>
<th>Contract Amount</th>
<th>Reference Name</th>
<th>Telephone No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. Bank reference ____________________________

         (Name)

         (Bank)

         (Address)               (Telephone No.)
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 his (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

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

2020 HMA Paving - Reclaim Streets (20C-411-0015)

Bid Opening: April 9, 2020 at 10:00 A.M.
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). Only MassDOT approved mixes will be allowed on to be laid in place under this contract.

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. 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:

<table>
<thead>
<tr>
<th>Lowest Percent of Maximum Density (per 100 foot segment)</th>
<th>Percent Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>98.0-92.0</td>
<td>100</td>
</tr>
<tr>
<td>91.9-91.0</td>
<td>90</td>
</tr>
<tr>
<td>90.9-90.0</td>
<td>80</td>
</tr>
<tr>
<td>89.9-89.0</td>
<td>70</td>
</tr>
<tr>
<td>88.9-88.0</td>
<td>60</td>
</tr>
<tr>
<td>87.9-87.0</td>
<td>50</td>
</tr>
<tr>
<td>86.9 or less</td>
<td>Rejection of Segment</td>
</tr>
</tbody>
</table>

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.

2020 HMA Paving - Reclaim Streets (20C-411-0015)  
Bid Opening: April 9, 2020 at 10:00 A.M.
6. 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.

7. 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 the HMA paving item.

8. 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 paving work, and price of which will be set forth in the Bid From under the appropriate item(s).

9. 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.

10. 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.

11. 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.

2020 HMA Paving - Reclaim Streets (20C-411-0015)
Bid Opening: April 9, 2020 at 10:00 A.M.
12. In addition to the contract warranty, the Contractor warranties 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.

13. 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.

14. After a road has been reclaimed/cold planed 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 construction area. Structures and gates cannot be left raised for more than one work week before final paving of the roadway is to take place. If the road is not paved within one week of the structure adjustment the cost occurred to adjust the structures will become the property of the Contractor.

15. At the end of each day, all roads and driveways must be accessible to vehicles.

16. 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 resetting will only be paid for once per property.

17. All structure castings (frames, grates, and covers) to be disposed of 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. This right will not relieve the Contractor from performing this work unless explicitly written.

18. All non-American made frame and covers/grates encountered during the project will be removed and disposed of, and replaced with the appropriate American made frame and cover/grate, as determined by the Engineer. Each frame and cover/grate removed and replaced will be paid for under the appropriate bid item.

19. 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.

20. Removal, disposal, or reclamation of all existing bituminous berm or curb will be considered incidental to the Contract price.

21. Once the berm is removed from in front of thirteen (13) Ardmore Avenue, straw wattles will immediately be put in place to prevent washout, erosion, and possible flooding of the property. The location will be directed by the Engineer and the quantity of straw wattles will be paid for under the appropriate bid item.

22. 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.

23. 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 a minimum of twenty five (25) separate traffic barrels to barricade the end of any side roads to prevent traffic from damaging the new road surface.
24. Attention is directed to the following parts of the contract:

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

25. Summary Table of Important Contract Dates

<table>
<thead>
<tr>
<th>Item</th>
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</thead>
<tbody>
<tr>
<td>Bid Opening</td>
<td>April 9, 2020</td>
</tr>
<tr>
<td>Commencement of Work No Later Than</td>
<td>May 4, 2020</td>
</tr>
<tr>
<td>Completion of Work No Later Than</td>
<td>September 8, 2020</td>
</tr>
<tr>
<td>Liquidated Damages Starting</td>
<td>September 14, 2020</td>
</tr>
</tbody>
</table>
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.

1.2 EXECUTION, CORRELATION AND INTENT

1.2.1
By executing the Contract, the Contractor represents that he has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his 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 which 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 himself generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. However, the Owner’s Designated Representative 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 his opinion, he considers it necessary or advisable for the implementation of the intent of the Contract Documents, he 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 or its Designated Representative 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 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 he 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 his 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 he 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 he discovers but will be liable for damage to the extent he 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 his 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. He 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 his 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 his 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.

2020 HMA Paving - Reclaim Streets (20C-411-0015)
Bid Opening: April 9, 2020 at 10:00 A.M.
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 his employees and will not employ on the Work any unfit person or anyone not skilled in the task assigned to him 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, he 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 he knows or should know is contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he 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”
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 he has determined and verified all material, field measurements, and field construction criteria related thereto, or will do so, and that he has 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.
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 his 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 his operations. At the completion of the Work he will 
remove all his waste materials and rubbish from and about the Project in full compliance 
with all applicable laws and regulations as well as all his 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.

4.16 ROYALTIES AND PATENTS

4.16.1
The Contractor must pay all royalties and license fees. He 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, he will be responsible for such loss unless he promptly gives 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

<table>
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<tr>
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<th>Each Occurrence</th>
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<tr>
<td>General Liability</td>
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<td>$2,000,000</td>
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</table>

**Automobile Liability**

Includes:
- All Owned Vehicles
- Hired Vehicles
- Non-owned Vehicles

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<tr>
<th></th>
<th>Bodily Injury &amp; Property Damage Combined</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

**Workers Compensation & Employers Liability**

- As Required by State of Massachusetts

<table>
<thead>
<tr>
<th></th>
<th>Each Accident</th>
<th>Bodily Injury by Disease (Policy Limit)</th>
<th>Bodily Injury by Disease (Each Employee)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$100,000</td>
<td>$500,000</td>
<td>$100,000</td>
</tr>
</tbody>
</table>

**Additional Insurance / Requirements**

- The Town of Burlington Will be named as Additional Insured

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2020 HMA Paving - Reclaim Streets (20C-411-0015)
Bid Opening: April 9, 2020 at 10:00 A.M.
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: Asphalt Pavement Reclamation

This work shall consist of the reclamation of the existing paved roadway surface of the various streets as specified in the contract or as directed by the Engineer.

The existing road pavement shall be scarified to a minimum of two (2) to two and half (2.5) time the thickness of existing pavement and mixed with an equal amount of gravel base existing in the roadway foundation. The mixture of scarified pavement and base shall be crushed simultaneously by traveling rotating drum, or hammer mill to blend the mixture together into a homogenous mass and stable base which bonds the material together when compacted.

The crushed materials shall meet the following gradation:

<table>
<thead>
<tr>
<th>Sieve Designation</th>
<th>Percentage by Passing Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>3”</td>
<td>100</td>
</tr>
<tr>
<td>1-1/2”</td>
<td>70-100</td>
</tr>
<tr>
<td>3/4”</td>
<td>55-90</td>
</tr>
<tr>
<td>#4</td>
<td>40-75</td>
</tr>
<tr>
<td>#40</td>
<td>10-30</td>
</tr>
<tr>
<td>#400</td>
<td>03-10</td>
</tr>
</tbody>
</table>

If necessary, or ordered by the Engineer, a sieve analysis will be conducted on a sample of the reclaimed material at the Contractor’s coordination and expense and considered incidental to this unit item.

The method used shall ensure that the entire mass of material shall be uniformly graded to these specifications. If additional gravel base course or fines are required, the Contractor may be directed to add material, furnished by others, or may add materials directly from the existing roadway foundation with the approval of the Engineer, but scarified pavement and gravel fines must be crushed and mixed together.

Excess scarified material will become the property of the contractor and will be disposed of offsite in a legal manner. The Contractor will be responsible for damage to existing castings (e.g. manholes, water gates, etc.) resulting from this operation, unless such castings have previously been paved over and are therefore not visible on surface.

**Removal of all existing hot mix asphalt berm on roads to be reclaimed shall be incidental to pavement reclamation operations.**

After the material has been thoroughly worked as described, it shall be shaped and graded to the lines and elevations as set forth in the Plan Set or as directed by the Engineer.
All grade stakes and field engineering are the responsibility of the Contractor. Grade Stakes shall be set at every fifty (50) feet, beginning from Station 0+00, on all the reclaim roads. Stakes shall be set and maintained on both sides of the road.

The restored cross section shall be thoroughly compacted to a dense consolidated mass by rolling with a steel wheel roller weighing not less than fourteen (14) tons.

Measurement and payment for pavement reclamation will be based upon the number of square yards actually reclaimed including dust control. The price of which shall constitute full compensation for scarifying to a minimum of two (2) to two and a half (2.5) the thickness of the pavement, or as directed by the Engineer, compacted, rolled, and graded to the lines and elevations; dust control; removal and disposal of surplus materials; and all other work incidental thereto.

Items 2-4: Adjustment of Structures

This work shall consist of rebuilding, removing, replacing, and adjusting the masonry and castings of present structures (manholes, catch basins, gate boxes, etc.) as required, conforming to newly proposed line and grade changes, all in accordance with these specifications and in close conformity with the lines and grades shown on the plans or established by the Engineer.

All broken, damaged, and worn gate box tops, covers and structure castings, as determined by the Engineer, shall be replaced with new castings supplied by the Contractor per contract specifications, and paid for under the appropriate bid item as set forth in the Bid Tab.

All gates, manholes, and catch basins shall be cleaned of left over construction debris. All construction debris will be removed by the Contractor and disposed of offsite in a legal manner, and will be considered incidental to the cost.

It shall be the responsibility of the Contractor, or any Sub Contractor hired by the Contractor, under the supervision of the Engineer or designated representative, to supply the appropriate number of structures conforming to the Town of Burlington’s Utility Rules and Regulations, and as stated in this contract

Item 2: Greater than 6” Vertical

The price bid 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.
Items 3: Less than 6” Vertical

The bid prices shall include the cost to adjust any structure, to the newly proposed line and grade as set forth on the Plan Set or as directed by the Engineer, that is adjusted by less than six (6) inches vertically. The masonry shall be removed to such depth as directed by the Engineer and new masonry shall be constructed to conform to the proposed design.

Items 4: Gate Boxes

The price bid shall include the cost to both lower and raise all gate 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.

The newly installed water gate box tops shall overlap the existing gate box base by a MINIMUM of six (6) inches. Field checks may be done by the Owner, to ensure compliance with this requirement. Any box tops found to be in violation of this requirement will be brought the attention of the Contractor, and the Contractor will be responsible for replacing, at no additional cost, the water gate box top, to the correct requirement.

Measurement and payment shall be made based upon each structure and box actually adjusted, as necessary or as directed by the Engineer, in the field.

Item 5: Rebuild Structures

This work shall consist of rebuilding, removing, replacing, and adjusting the masonry and castings of present structures (manholes & catch basins) as required, repairing structures that are in disrepair and are in danger of caving in, or would cause harm to the public, or destabilizing the existing infrastructure. The work shall conform to newly proposed line and grade changes, all in accordance with these specifications and in close conformity with the lines and grades shown on the plans or established by the Engineer.

Before ANY structure can be rebuilt, Engineer or designated representative, MUST BE contacted and notified of any structure rebuild as determined by the Contractor or designated Sub-Contractor, and witness the necessary rebuild, and approve the rebuild BEFORE the work can start. Failure to notify the Engineer, can result in possible nonpayment of the item, until such a time that the full extent of the rebuild can be witnessed by both the Engineer and the Project Superintendent, in the field at the same time. At that time they shall agree upon a quantity for the vertical footage of rebuild preformed in the field, and that value will become the paid value amount, regardless of any differing quantity charged by any Contractor or Sub Contractor.
Measurement and payment for all rebuilt structures shall be based on the vertical foot actually rebuilt in the field. The price of which shall constitute full compensation for rebuilding of structures as specified including removal of the old masonry and installation of new masonry, excavation, and backfill.

**Item 6: Frame and Grate (or Cover) Municipal Standard**

This work shall consist of the supply, by the Contractor, of any drain manhole frame and covers, sewer manhole frame and covers, and catch basin frame and grates, as determined by the Engineer in the field. The new castings will replace any existing castings that have been determined by the Engineer, to be in need of replacement.

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”).

This bid item will cover the price for the Contractor to purchase, furnish, and deliver to the job site, the castings ranging in size from four (4) inch castings to eight (8) inch castings, as necessary.

Measurement and payment for this item will be made based on the actual number of purchased frame and grates (or covers) and actually installed in the field. Any over ordered frame and grates (or covers) not used as part of the project will NOT be paid for under this bid item, and said extra frame and grates (or covers) will remain the property of the Contractor. Once a frame and grate (or cover) purchased by the Contractor is installed in the field and accepted by the Owner, the frame and grate (or cover) will become the property of the Town of Burlington.

**Item 7: Frame and Grate (or Cover) Removed and Disposed**

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 each unit; a unit consists of one frame and cover or one frame and grate, actually disposed of by the Contractor in an offsite legal manner, within the timeframe specified under this item.

**Item 8: Water Gate Box Slide Top and Cover Municipal Standard**

This work shall consist of the supply, by the Contractor, of any water gate box tops and covers, as determined by the Engineer in the field. The new water gate tops will replace any existing water gate tops that have been determined by the Engineer, to be in need of replacement.

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 actual number of purchased water gate tops and covers purchased and actually installed in the field. Any over water gate tops and cover not used as part of the project will **NOT** be paid for under this bid item, and said extra water gate tops and covers will remain the property of the Contractor. Once a water gate top and cover purchased by the Contractor is installed in the field and accepted by the Owner, the water gate top and cover will become the property of the Town of Burlington.

**Item 9: Water Gate Top and Cover Removed and Disposed**

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.
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 each unit; a unit consists of one existing water gate top and cover, actually disposed of by the Contractor in an offsite legal manner, within the timeframe specified under this item.

**Item 10: Water Gate Box Extension**

This work shall consist of the supply, by the Contractor, of any water gate box top extension when necessary.

In instances where there is an existing water gate box riser or the gate box slide top is not long enough to overlap, by six (6) inches, the gate box bottom, the Contractor must provide 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 each water gate box extension set in the field.

**Items 11-12: Superpave Intermediate and Surface Course – 19.0mm and 9.5mm**

This work shall consist of the machine placement of HMA Superpave mix designs including both **SIC - 19.0, 100 Gyrations** and **SSC - 9.5, 75 Gyrations** courses.

The HMA pavement shall be constructed as shown on the plans and as directed on the prepared or existing base in accordance with these specifications and in close conformity with the lines, grades, compacted thickness and typical cross section as shown on the plans. Unless specified otherwise, each HMA pavement course placed shall be comprised of one of the mixture types listed in Table 455.1

A job mix formula for both the binder and top courses to be used throughout the entire project must be submitted to the Engineer for Approval **BEFORE** placement of the pavement can start.

SIC – 19.0mm is to be placed at the required final thickness as directed in the table under the Project Description of this contract.

SSC – 9.5mm is to be placed at the required final thickness as directed in the table under the Project Description of this contract.
Tack Coat – 0.05 – 0.1 gallon/square yard (to be applied on the binder course before placement of final top course)

<table>
<thead>
<tr>
<th>Pavement Course</th>
<th>Mixture Type</th>
<th>Mixture Designation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Friction Course</td>
<td>Open-Graded Friction Course - Polymer</td>
<td>OGFC - P</td>
</tr>
<tr>
<td></td>
<td>Modified</td>
<td></td>
</tr>
<tr>
<td>Surface Course</td>
<td>SUPERPAVE Surface Course - 4.75</td>
<td>SSC - 4.75</td>
</tr>
<tr>
<td></td>
<td>SUPERPAVE Surface Course - 9.5</td>
<td>SSC - 9.5</td>
</tr>
<tr>
<td></td>
<td>SUPERPAVE Surface Course - 12.5</td>
<td>SSC - 12.5</td>
</tr>
<tr>
<td></td>
<td>SUPERPAVE Surface Course - 19.0</td>
<td>SSC - 19.0</td>
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<td></td>
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<tr>
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<td>SLC - 4.75</td>
</tr>
<tr>
<td></td>
<td>SUPERPAVE Leveling Course - 9.5</td>
<td>SLC - 9.5</td>
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<td>SSC - B - 9.5</td>
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<tr>
<td></td>
<td>SUPERPAVE Bridge Surface Course - 12.5</td>
<td>SSC - B - 12.5</td>
</tr>
<tr>
<td>Bridge Protective Course</td>
<td>SUPERPAVE Bridge Protective Course - 9.5</td>
<td>SPC - B - 9.5</td>
</tr>
<tr>
<td></td>
<td>SUPERPAVE Bridge Protective Course - 12.5</td>
<td>SPC - B - 12.5</td>
</tr>
</tbody>
</table>

When a SUPERPAVE Surface Course - 19.0 (SSC - 19.0) is specified in the contract, the Laboratory Trial Mix Formula (LTMF) aggregate gradation shall provide a fine-graded HMA mixture as defined in Subsection 455.42F.

The Contractor is responsible for providing an appropriate Quality Control system to ensure that all materials and workmanship meet the required quality levels for each specified Quality Characteristic.

**Twenty feet of all intersecting cross streets shall be included in the paving of all Town Roads.**

**All joints shall be treated with a Tack Coat, including longitudinal seams.**

Base courses shall be paved by one (1) additional foot on either side of the roadway, in the areas where hot mix asphalt concrete curbing shall be installed, as shown upon the Plan Set or as directed by the Engineer.

Measurement for payment for Hot Mix Asphalt Superpave mix design pavement shall be based upon the number of tons of such material placed and rolled as measured in the field. The price of which shall constitute full compensation for removal and disposal of any temporary pavement, restoring and regarding any gravel base course, application of tack coat bleeder berm, disposal of any excess material and all work incidental thereto.
Item 13: Superpave Asphalt – Hand Work (19.0mm to 9.5mm)

This work shall consist of the placement Superpave asphalt by hand. Handwork shall include all materials, labor and equipment to adjust driveway aprons and apply pavement around raised structures as directed by the Engineer and according to the special conditions.

The work shall consist of saw cutting, excavation removal and disposal and 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. Upon removal of material, the material will be considered property of the contractor and the disposal of said material will be considered part of unit item price. The Engineer will have the final say as to the manner of restoration of all driveway aprons.

Measurement for payment for Superpave asphalt hand work shall be based upon the actual number of tons of such material placed and rolled in the field.

Items 14 and 15: Granite Curbing 6” Vertical – Curved and Splayed End

This work shall consist of the installation of six (6) inch vertical granite curbing as depicted upon the Plan Set or as directed by the Engineer. Vertical splayed end transition pieces will be installed where the new granite curbing meets existing bituminous curbing, to allow for a clean transition. The type of splayed end transition will be 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.

Measurement for payment for the granite curbing curved will be based upon the total number of linear feet furnished, measured, removed if necessary, and installed in the field.

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Measurement for payment for the granite curbing splayed end transition piece will be based upon the total number of splayed end transition pieces 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.

**Item 16  Cement Concrete Accessible Ramp**

This work shall consist of the installation of cement concrete sidewalk. Concrete shall have fiber mesh added at the plant. All work 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 a 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 sixty six (66) inches.

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 or 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. Scored or saw cut joints shall be installed every five (5) feet, square to the face of granite curbing, to make 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.
Concrete for sidewalk shall be 4,000 psi at twenty eight (28) days, with three quarter (¾) inch coarse aggregate, 610 pounds cement per cubic yard, seven (7) percent air entrained (AASHTO – M154), Type A water reducing admixture (AASHTO – M194), four to five (4 to 5) inch slump, and fiber mesh.

Once the concrete arrives on site and it is determined to need a small addition of water before the pour, water must be added prior to discharge from the shoot, and spun a minimum of thirty (30) times at mixing speed. During the pour, if the concrete is setting too quickly due to heat or wind, NO WATER is allowed to be added once it has been poured. Instead a curing agent must be added to slow the curing process, allowing more workable time with the concrete.

Fiber mesh

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

Contractor is responsible for securing areas with curing concrete, and shall supply barricades or watchmen, as necessary to prevent defacement of concrete surfaces.

The measurement and payment for the cement concrete sidewalk will be based upon the number of square yards actually installed measured in place. The price shall constitute compensation for clearing and grubbing, saw cut of the existing pavement excavation in eight (8) inches of gravel borrow compacted in four (4) inch lifts and four (4) inches of cement concrete (air entrained Class D, one course), fiber mesh and removal and disposal of surplus materials.

The contractor will warranty the installation of all concrete flatwork for a period of one (1) year 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 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.

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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.

Measurement and payment for this item will be based upon the actual number of square yards installed as measure in the field.

**Item 17: Hot Mix Asphalt Curbing**

This work shall consist of the placement of hot mix asphalt curb. Hot mix asphalt curb shall be placed on the base course were the base course was prepped for curbing, allowing the top course and any backing material to lock the curb into place.

The Engineer shall pick the style of hot mix asphalt concrete curbing mold offered by the Contractor or any Sub Contractors.

Measurement for payment for the hot mix asphalt concrete curb shall be based upon the number of linear foot of such material actually measured in the field and as directed by the Engineer. The price of which shall include any necessary saw cutting of the pavement and disposal of excess material, furnishing and installing the hot mix asphalt curbing.

**Item 18: Grading and Finishing**

This work shall consists of the shaping, trimming, compaction and finishing of the subgrade surface of all unpaved shoulders and slopes, in preparation for loam and hydro seed, mulch, decorative stone, or other finishing material as directed by the Engineer. The subgrade material shall be constructed to conform to the lines and grades as shown on the Plan Set or directed by the Engineer.

Measurement and payment for grading and finishing will include all grading work not included under any other item and shall be measured by the square yard. The price shall constitute all labor, equipment, and machines necessary to prepare the surface.

**Item 19: 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 mixed with existing sub base material which results from the reclamation process to be a uniform mixture and provide a base for the proposed roadway surface.
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:

<table>
<thead>
<tr>
<th>Sieve Designation</th>
<th>Percent Passing</th>
</tr>
</thead>
<tbody>
<tr>
<td>12.5 mm</td>
<td>50 – 85</td>
</tr>
<tr>
<td>4.75 mm</td>
<td>40 – 75</td>
</tr>
<tr>
<td>300 µm</td>
<td>8 – 28</td>
</tr>
<tr>
<td>75 µm</td>
<td>0 – 10</td>
</tr>
</tbody>
</table>

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, that is brought onto the construction site. It will be the responsibility of 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 gravel borrow shall be measured per ton of material actually set in place.

**Item 20: Unclassified Excavation**

This work shall consists of the excavation, removal and disposal of any existing subsurface soils encountered during the reclamation process deemed unsuitable for a proper functional base, as determined by the Engineer.

If, in the opinion of the Engineer, the material at or below normal grade for the bottom of reclaimed excavation is unsuitable for foundation, it shall be removed to such depths and widths within the limits of payment as directed by the Engineer.

The unit price for this item shall constitute full compensation for excavation below normal grade and disposal of unsuitable material. The Contractor will not be reimbursed for over-excavating which has not been ordered by the Engineer. The Contractor shall backfill any such over-excavated areas in accordance with the specifications, at no additional cost to the owner. Unclassified excavation material will become the property of the contractor and will be disposed of legally offsite.
Once the unsuitable material has been excavated and removed, it shall be the responsibility of the Contractor to replace any removed material removed with the appropriate amount of replacement material, as approved by the Engineer. Any necessary backfill material will be paid for under the appropriate unit item as set forth in the Bid Form.

Measurement and payment for all unclassified excavation shall be based upon the number of cubic yards of material actually excavated in the field.

**Item 21: Rock Excavation**

This work shall consists of the excavation, removal and disposal of any existing subsurface ledge or large rocks, measured in situ one (1) cubic yard or larger in volume, encountered during the excavation process deemed unsuitable for a proper functional base or interfere with the proposed path of the pipeline, as determined by the Engineer.

If, in the opinion of the Engineer, the any rock material at or below normal grade for the bottom of excavation is unsuitable for foundation or in the proposed path of the pipeline, it shall be removed to such depths and widths within the limits of payment as directed by the Engineer.

The unit price for this item shall constitute full compensation for excavation below normal grade and disposal of the rock material. The Contractor will not be reimbursed for over-excavating which has not been ordered by the Engineer. The Contractor shall backfill any such over-excavated areas in accordance with the specifications, at no additional cost to the owner. Unclassified excavation material will become the property of the contractor and will be disposed of legally offsite.

Once the rock material has been excavated and removed, it shall be the responsibility of the Contractor to replace any material removed with the appropriate amount of replacement material, as approved by the Engineer. Any necessary backfill material will be paid for under the appropriate unit item as set forth in the Bid Form.

Measurement and payment for the rock excavation will be based upon the actual number of cubic yards removed and disposed of in the field.

**Item 22: Test Pits (Paved or Unpaved)**

This work shall consist of the excavation of test pits, through paved or unpaved surfaces, for investigation of underground utilities and the depth of such utilities.

When Test Pits are required where the Contractor must break through pavements, he shall make as small a test pit as possible. The Contractor shall backfill the test pit with suitable material and compact the test pit to the grade of the existing surface.
If a test pit is conducted in a paved area the existing pavement shall be saw cut around the entire perimeter of the test pit. Upon back fill of the test pit, the test pit shall be repaved to a thickness matching the adjacent or existing thickness of pavement, whichever applicable.

Payment for hot mix asphalt concrete, cement concrete, and loaming, hydro-seeding, and fertilizing to restore the test pit area will be paid for separately under their respective item and shall not be included in the unit price for this item.

Measurement and payment for test pits shall be measured by each test pit excavated in the field.

**Item 23: Loam and Hydro Seed**

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 (¾) 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 loam and hydro seed shall be per square yards as measured in the field. The price of which shall also include the grading of areas where stockpiles of topsoil are removed.

**Item 24: Bark Mulch**

This work shall consist of the furnishing and placing of new bark mulch and in close conformity with the existing lines and grades, as directed by the Engineer, to restore any previously mulched areas disturbed by the paving process, to preexisting conditions, by matching as close as possible, the color and material of the existing mulch. The minimum depth of placement shall be two (2) inches.

Measurement and payment for bark mulch will be per square yard of material actually placed as measured in the field.
**Item 25: Decorative Stone**

This work shall consist of the furnishing and placing of new decorative stone and in close conformity with the existing lines and grades, as directed by the Engineer, to restore any areas with decorative stone disturbed by the paving process, to preexisting conditions, by matching as close as possible, the color and material of the existing decorative stone.

This item will only cover any stone other than ¾” crushed stone, as described in Item 31, used for the restoration of any areas of existing decorative stone disturbed during the paving process. The Engineer reserves the right to make the determination of the qualifying pay item as set forth in the Bid Form, for which stone will be paid for under each item.

Measurement and payment for decorative stone will be per ton of material actually placed as measured in the field.

**Item 26: Mail Box Remove and 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.

Measurement and payment for mail box remove and reset shall be made for each mail box removed and reset in the field. The price of which shall constitute full compensation for removing and stacking the mail box, preparation of foundation, backfill, compaction and other incidental thereto.

**Item 27: Traffic Management Plan**

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). 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 fluorescent 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/become 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 Police Department. The contractor is responsible to arrange the Police Detail Officer(s) the night before the Officer(s) are needed and also responsible for the appropriate cancellation of the Officer(s) if the need should arise. The Town of Burlington Police Department requires two (2) hour notice for proper cancellation of a detail. Failure of the Contractor to cancel the Officer(s) in the appropriate time will cause the Owner to back charge the Contractor for the charges incurred for each Officer(s).

Changeable Message Signs

The traffic management plan shall consist of two (2) temporarily changeable message signs installed as directed by the Engineer, for two (2) weeks prior to the construction on the roads stated below and removed once the work has been started.

The message for the two (2) weeks prior to the construction shall read “Street Paving, Expect Delays and the appropriate dates of the roadway work, Seek Alternate Routes.” The Owner shall not be responsible for any costs incurred if the changeable message signs are not removed once the road has been closed. The changeable message signs shall be compliant with Section 2L.01 and Section 6F.60 of the 2009 Edition MUTCD, as amended.

Road Closure Signs

Road closure signs shall be W20-3 and installed at the 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 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.

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.

Measurement and payment for traffic management shall be a lump sum payment for implementing and maintaining the traffic management plan as well as all painting of raised structures and gates described herein. The lump sum price shall constitute 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.

**Item 28: 4’ Diameter Catch Basin – 4’ Deep Sump Base**

This work shall consist of the furnishing and installation of new catch basins, having a required sump of four (4) feet for all catch basins, so as to conform to the newly proposed lines and grades for size of structure specified or as directed by the Engineer.

Each catch basin base shall be made of a precast concrete, casted off site and transported to the site, and capable of withstanding an H-20 wheel loading capacity. Proof of which can be requested by the Engineer, before acceptance and installation of the material. No holes shall be cored or are allowed to be made within the base section of the catch basins, as the sump is to allow for sedimentation collection area.

Measurement and payment for catch basin base shall be per each catch basin base set in field.

**Item 29: 4’ Diameter Catch Basin – Riser Section**

This work shall consist of the furnishing and installation of new catch basin riser sections, as necessary, so as to conform to the newly proposed lines and grades for size of structure specified or as directed by the Engineer.

Each riser section shall be made of a precast concrete, casted off site and transported to the site, and capable of withstanding an H-20 wheel loading capacity. Proof of which can be requested by the Engineer, before acceptance and installation of the material. The riser sections shall serve as the area from which the holes are cored to install the drainage lines.

Measurement and payment for catch basin riser section be as measured by each vertical foot set in field.
Item 30: 4’ Diameter Catch Basin – Offset Top

This work shall consist of the furnishing and installation of new catch basins offset tops so as to conform to the newly proposed lines and grades for size of structure specified or as directed by the Engineer.

Each catch basin offset top shall be made of a precast concrete, casted off site and transported to the site, and capable of withstanding an H-20 wheel loading capacity, and be fit with any base or riser sections. Proof of which can be requested by the Engineer, before acceptance and installation of the material.

Measurement and payment for catch basin and offset top shall be as measured by each catch basin base and drain manhole base set in field.

Item 31: 12” Ductile Iron Pipe

This work shall consist of the furnishing and placing of twelve (12) inch ductile iron pipe as depicted upon the plans or as directed by the Engineer.

Measurement and payment for twelve (12) inch ductile iron pipe will be based upon the actual linear footage of pipe laid in the ground.

Item 32: ¾” Inch Stone

This work shall consists of the furnishing and installation of three quarter (¾) inch crushed stone for the purposes of back fill around any proposed drainage pipes and structures, or as directed by the Engineer.

Measurement and payment for three quarter (¾) inch crushed stone shall be based on the number of tons compacted and measured in place.

Item 33: Removal and Disposal of Existing Pipe

This work shall consist of the removal and disposal of any existing pipe as set for on the plans or as directed by the Engineer. All work under this item shall include all necessary labor, equipment, back fill material to properly remove, backfill and disposal of, in an offsite and legal manner, any existing pipe.

Measurement and payment for removal and disposal of existing pipe shall be based upon actual footage of pipe removed and disposed of, in the field. Once the material has been removed it becomes the responsibility of the Contractor to dispose of the material to an offsite location and in a legal manner, as set forth in the Bid Form.
Item 34: **Removal and Disposal of Existing Structures**

This work shall consist of the removal and disposal of any existing structures as set for on the plans or as directed by the Engineer. All work under this item shall include all necessary labor, equipment, back fill material to properly remove, backfill and disposal of, in an offsite and legal manner, any existing structures. Incidental to this item will include the proper abandonment of all existing pipes.

Measurement and payment for removal and disposal of existing structures shall be based upon each structure actually removed and disposed of, in the field. Once the material has been removed it becomes the responsibility of the Contractor to dispose of the material to an offsite location and in a legal manner, as set forth in the Bid Form.

Item 35: **Straw Wattles**

This work shall consist of the furnishing and installation of rolled twelve (12) inch diameter straw wattles, staked and in place prior to any reclamation work, as indicated upon the plan set, or a directed by the Engineer.

Considered incidental to this bid item, will be the removal and disposal of the straw wattles and any staking material, by the Contractor in an offsite and legal manner, once directed by the Engineer.

Measurement and payment for straw wattles will be per linear foot of straw wattle actually installed in the field.

Item 36: **Silt Sack with Overflow Bypass**

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, as shown in the attached detail specification.

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. 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 silt sack with overflow bypass, shall be per silt sack installed in the field.
APPENDIX A

Plans, prevailing wage, details, etc.