TOWN OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS

COLDPLANE, PAVING OF VARIOUS STREETS AND SIDEWALK CONSTRUCTION
Contract #16C-411-0014

This is an unofficial Bid Spec. If this document is used to submit a bid then you must submit your contact information to Lisa Matarazzo at 781-270-1640 or lmatarazzo@burlington.org in order to be added to the bidders list.

Department of Public Works
Engineering Division
25 Center Street
Burlington MA 01803
(781) 270-1640

April 21, 2016
TABLE OF CONTENTS

INVITATION FOR BID 3
PROJECT DESCRIPTION 4
INSTRUCTIONS TO BIDDERS 5
FORM OF GENERAL BID 11
ADDENDA 12
BID FORM 13
TOTAL BID PRICE 16
CONTRACTOR REFERENCES 17
CONTRACTOR CERTIFICATION 18
AGREEMENT 19
SPECIAL CONDITIONS 20
GENERAL CONDITIONS 24
MEASUREMENT & PAYMENT 39
APPENDIX A – 53
INVITATION FOR BID

PUBLIC WORKS CONSTRUCTION

Sealed bids for CONTRACT will be received by DPW/Engineering, Town Hall, 25 Center Street, Burlington, Massachusetts, 01803 until 10:00 A.M. on April 21, 2016 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 DPW/Engineering, 25 Center Street, Burlington, Massachusetts, 01803 after April 7, 2016 between 8:30 AM and 4:00 PM for a fifty ($50.00) dollar nonrefundable reproduction fee.

- A bid bond of five (5) percent is required.

- Successful bidder will provide 100% Payment and Performance bonds.

- This project is bid according to MGL 30-39M.

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

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

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

Work under this contract will include the excavation by coldplaner and 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>Length</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bedford Street</td>
<td>Terrace Hall Ave</td>
<td>Cambridge Street</td>
<td>3,600’</td>
</tr>
<tr>
<td>(1.75” Modified top)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Brookside Lane</td>
<td>Ridgewood Road</td>
<td>Doris Street</td>
<td>1,200’</td>
</tr>
<tr>
<td>Carter Road</td>
<td>Wilmington Road</td>
<td>Billerica Town Line</td>
<td>1,162’</td>
</tr>
<tr>
<td>Harriett Avenue</td>
<td>Edgemere Avenue</td>
<td>Winn Street</td>
<td>1,250’</td>
</tr>
<tr>
<td>Leopold Street</td>
<td>Great Pine Avenue</td>
<td>Dead End</td>
<td>1,575’</td>
</tr>
<tr>
<td>Long Street</td>
<td>Dead End</td>
<td>Terry Avenue</td>
<td>1,575’</td>
</tr>
<tr>
<td>Manor Avenue</td>
<td>Mountain Road</td>
<td>Dead End</td>
<td>1,162’</td>
</tr>
<tr>
<td>Middlesex Tpk</td>
<td>Middlesex Tpk Ext</td>
<td>Bedford Street</td>
<td>3,590’</td>
</tr>
<tr>
<td>(1.75” Modified top)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Moss Street</td>
<td>Upland Road</td>
<td>Woodhill Road</td>
<td>950’</td>
</tr>
<tr>
<td>Muller Road</td>
<td>Lexington Town Line</td>
<td>Blanchard Road</td>
<td>5,500’</td>
</tr>
<tr>
<td>Oxbow Lane</td>
<td>Mountain Road</td>
<td>Dead End</td>
<td>1,000’</td>
</tr>
<tr>
<td>Phillip Avenue</td>
<td>Wilmington Road</td>
<td>Black Horse Lane</td>
<td>2,250’</td>
</tr>
<tr>
<td>Sandra Avenue</td>
<td>Brookside Lane</td>
<td>Wilmington Road</td>
<td>1,290’</td>
</tr>
<tr>
<td>Stony Brook Rd</td>
<td>Burlington Mall Rd</td>
<td>Lexington Road</td>
<td>1,951’</td>
</tr>
<tr>
<td>Wheeler Road</td>
<td>Middlesex Turnpike</td>
<td>Blanchard Road</td>
<td>3,300’</td>
</tr>
<tr>
<td>(1.75”Modified top)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wilmington Rd</td>
<td>Sarah Street</td>
<td>To Town line</td>
<td>3,150’</td>
</tr>
<tr>
<td>(1.75”Modified top)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Woodhill Road</td>
<td>Wilmington Road</td>
<td>Moss Street</td>
<td>1,320’</td>
</tr>
<tr>
<td>Wyman Street</td>
<td>Randall Drive</td>
<td>Woburn Town Line</td>
<td>600’</td>
</tr>
</tbody>
</table>

Work under this contract will also include the construction of new sidewalks with granite curb, 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>Length</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bedford Street</td>
<td>Terrace Hall Ave</td>
<td>Cambridge Street</td>
<td>2,979’</td>
</tr>
</tbody>
</table>

Cold plane, Paving of various Streets and Sidewalk Construction - 7191
April 21, 2016 at 10:00A.M
INSTRUCTIONS TO BIDDERS

1. 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 for Furnishing and Installing materials and labor for bituminous concrete for various locations. Such bids addressed to the DPW/Engineering, Town Hall Annex, 25 Center Street, Burlington, MA 01803, and endorsed Bid for Furnishing and Installing materials and labor for Bituminous Concrete for various locations will be received at the Office of the Engineering Division as specified in the invitation for Bids at which time and place said bids will be publicly opened and read aloud.

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 shall be good and may not be withdrawn for a period of thirty (30) days, Saturdays, Sundays, and legal holidays excluded, after opening the bids.

2. Location and Work to be Done

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

The Contractor shall 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 shall not be limited to the exact extent mentioned or described but shall include all incidental work necessary or customarily done for the completion of that item.

3. 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

4. Bid Opening Procedure

The following list of requirements shall 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 shall be filed at the place and before the time specified in Receipt and Opening of Bids.

Properly executed bid security shall be placed in a sealed envelope and shall 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.

5. 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 plant 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 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 Subcontractors shall have a minimum of five (5) years’ experience and have completed satisfactorily five (5) jobs within that time of similar size and scope.

Cold plane, Paving of various Streets and Sidewalk Construction - 7191
April 21, 2016 at 10:00AM
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 shall furnish to the Owner, under oath if so required, all such information and data for this purpose as the Owner may request.

6. 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 his 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.

7. Addenda and Interpretations

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally. All information given to bidders other than by means of the plans, specifications, or by addenda, as described below, is given informally and shall not be used as the basis of a claim against the Owner.

Every request for such interpretation should be in writing addressed to the DPW/Engineering, Department of Public Works, Town Hall Annex, 25 Center Street, Burlington, MA 01803 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 which, when issued, will be mailed by certified mail with return receipt requested to all prospective bidders (at the respective address furnished by them for such purposes), no later than five (5) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under this bid as submitted. All addenda so issued shall become part of the Contract Documents.

8. 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 shall 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.

9. Information Not Guaranteed

Cold plane, Paving of various Streets and Sidewalk Construction - 7191
April 21, 2016 at 10:00 AM
All information given in the Contract Documents relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the Owner. All such information is furnished only for the information and convenience of bidders and is not guaranteed.

It is agreed and understood that the Owner does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures encountered during construction will be the same as those indicated in the Contract Documents.

If is further agreed and understood that no bidder or Contractor shall use or be entitled to use any of the information made available to him or obtained in any examination made by him in any manner as a basis of or ground for any claim or demand against the Owner or the Engineer, arising from or by reason of any variance which may exist between the information made available and the actual subsurface or other structures actually encountered during the construction work, except as may otherwise be expressly provided for in the Contract Documents.

10. 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 TO 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 shall be retained from time to time by the Owner from current periodical estimates.

11. 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 in Article 5 herein.

12. Time for Completion

Cold plane, Paving of various Streets and Sidewalk Construction -7191
April 21, 2016 at 10:00A.M
The bidder must agree to commence work and to fully complete the project within the time limit stated in SPECIAL CONDITIONS.

13. 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.

14. 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 shall possess the skill ability and integrity necessary for the faithful performance of the work, shall 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 shall otherwise comply with all applicable provisions of law. Bidder shall execute formal agreement within ten (10) days of the Notice of Award.

15. 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.

16. 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.

17. Specifications

All specifications and bid items are based on Massachusetts Highway Departments “Standard Specifications for Highway & Bridges” edition as revised in the 1995 Publication.

18. 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 will 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 Town Engineer will specify where and when this contract will be applied to undertake a particular improvement.
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:______________________
# BID FORM

<table>
<thead>
<tr>
<th>Item #</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Mail Box remove and Reset</td>
<td>EA</td>
<td>58</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>2</td>
<td>Bituminous Concrete Excavation by Cold Planer</td>
<td>SY</td>
<td>126,396</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>3</td>
<td>Excavation and Disposal of Existing Bituminous Sidewalk</td>
<td>SY</td>
<td>1,348</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>4</td>
<td>Excavation and Disposal of Existing Concrete Sidewalk</td>
<td>SY</td>
<td>142</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>5</td>
<td>Adjustment of Structures (Greater than 6” vertical)</td>
<td>EA</td>
<td>13</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>6</td>
<td>Adjustment of Gate Box (Greater than 6” vertical)</td>
<td>EA</td>
<td>7</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>7</td>
<td>Adjustment of Structures (Less than 6” vertical)</td>
<td>EA</td>
<td>319</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>8</td>
<td>Adjustment of Gate Box (Less than 6” vertical)</td>
<td>EA</td>
<td>100</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>9</td>
<td>Rebuilt Structure</td>
<td>VF</td>
<td>144</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>10</td>
<td>Bituminous Concrete Pavement, Type I-1</td>
<td>TON</td>
<td>13,031</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>11</td>
<td>Bituminous Concrete Pavement, Type I-1 Handwork</td>
<td>TON</td>
<td>432</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>12</td>
<td>Bituminous Concrete Curbing</td>
<td>LF</td>
<td>6,615</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>13</td>
<td>6” Vertical Granite Curb – Straight</td>
<td>LF</td>
<td>2,155</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

Cold plane, Paving of various Streets and Sidewalk Construction - 7191
April 21, 2016 at 10:00 A.M
<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Cost</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>14</td>
<td>6” Vertical Granite Curb – Curved</td>
<td>LF</td>
<td>200</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>6” Vertical Granite Curb – gutter Inlet</td>
<td>EA</td>
<td>10</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Remove and dispose of Existing Bituminous Curbing</td>
<td>LF</td>
<td>1,348</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Remove and dispose of Existing Granite Curbing</td>
<td>LF</td>
<td>200</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Remove and Reset Existing Vertical Granite Curb</td>
<td>LF</td>
<td>1,023</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>Concrete Accessible Ramp</td>
<td>EA</td>
<td>24</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>Cement Concrete Walk</td>
<td>SY</td>
<td>1,489</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>Bituminous Concrete Walk</td>
<td>SY</td>
<td>500</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>Grading and Finishing</td>
<td>SY</td>
<td>785</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>Test pits (paved or unpaved)</td>
<td>EA</td>
<td>1</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>Crushed stone(¾&quot;)</td>
<td>CY</td>
<td>24</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>Loam and Hydro Seeding</td>
<td>SY</td>
<td>3,891</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>Traffic Management</td>
<td>EA</td>
<td>1</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>27</td>
<td>12” RCP Class IV Drain</td>
<td>LF</td>
<td>20</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>28</td>
<td>Catch Basin Frame and Cover (Supplied by Town)</td>
<td>EA</td>
<td>1</td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>

*Cold plane, Paving of various Streets and Sidewalk Construction  -7191  
April 21, 2016 at 10:00A.M*
## Town of Burlington Public Works Construction

### Engineering Division

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Code</th>
<th>Quantity</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>29</td>
<td>4’ Diameter Deep Sump Catch Basin-Base</td>
<td>EA</td>
<td>1</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>4’ Diameter Catch Basin-Riser Section</td>
<td>VF</td>
<td>4</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>31</td>
<td>4’ Diameter Catch Basin-Off Set Top</td>
<td>EA</td>
<td>1</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>32</td>
<td>Removal and Disposal of Existing Structure</td>
<td>EA</td>
<td>1</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>33</td>
<td>Removal and Disposal of Existing Pipe</td>
<td>LF</td>
<td>6</td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>

*Cold plane, Paving of various Streets and Sidewalk Construction*  -7191

*April 21, 2016 at 10:00AM*
# 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 submit your contact information to Lisa Matarazzo at 781-270-1640 or lmatarazzo@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>
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</tr>
</tbody>
</table>

4. Bank reference ____________________________

       (Name)

       (Bank)

       (Address)     (Telephone No.)

Cold plane, Paving of various Streets and Sidewalk Construction  -7191
April 21, 2016 at 10:00A.M
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” shall mean 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

________________________________________  ____________________________

Town Administrator                Date

Contractor

________________________________________  ____________________________

Contractor                Date

Company Name:

Address: __________________________________________

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

1. The Contractor shall 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) shall not include any Re-refined Engine Oil Bottoms (REOB).

2. All work under this contract must comply with the most recent edition of the Town of Burlington Department of Public Works; Street Opening/Utility Connection Rules & Regulations.

3. Prior to the commencement of any work the Contractor will obtain a Street Opening permit from the DPW/Engineering Division.

4. At the end of each week the Contractor shall submit an itemized summary/quantities of items per street completed during the week. These quantities will be reviewed with the Engineer before the end of the day on Friday.

5. 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 may be requested by the Owner.

6. 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.

7. 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.

8. After a road has been cold planed all raised structures and gates must be painted with fluorescent orange paint and made visible by the contractor. The Contractor must place a ring of pavement around the raised structures on all heavily traveled roads immediately after milling. All pavement around structures

Cold plane, Paving of various Streets and Sidewalk Construction -7191
April 21, 2016 at 10:00AM
can be left in place around the structure until the final coat of pavement. The pavement around raised structures will be paid for under the Handwork Item number #11. The following roads are considered to be heavily travelled.

- Bedford Street
- Middlesex Turnpike
- Wilmington road
- Wheeler Road

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 seven (7) consecutive calendar days before final paving of the roadway is to take place. If the road is not paved within seven (7) consecutive calendar days, the Contractor shall then lower the structures and gates flush to the binder course then raise the structures and gates at time of final paving. The cost occurred to adjust the structures, both lowering and raising of, will be the responsibility of the Contractor. Any use of bituminous concrete pavement for patching or maintenance of milled roadways unraveling due to rain storms or repeated traffic after seven (7) consecutive calendar days will be at the Contractors expense.

9. The Contractor shall have a designated Project Manager, or a designated Foreman, in the field at all times while work is taking place. The Project Manager or designated Foreman shall have the authority to agree on quantities and items with the Engineer and have all decision making ability on behalf of the Contractor. This person shall also be responsible for the location/re-location of all traffic signs and traffic barrels as specified in the Traffic Management Plan or as directed by the Engineer.

10. Under this contract the Contractor agrees to complete “Punch List of Items” assembled by the Engineer. 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” will be completed before the final payment requisition is processed. All the items will be paid for under the appropriate bid item under this contract.

11. All concrete sidewalk and granite curbing construction on Bedford Street must be complete before cold plane and paving operations begins on Bedford Street.

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

   Cold plane, Paving of various Streets and Sidewalk Construction -7191
   April 21, 2016 at 10:00AM
• Two (2) way traffic must be maintained at all times
• Complete compliance with the Traffic Management Plan standards set forth in the Town of Burlington Department of Public Works Street Opening/Utility Connections Rules & Regulations
• Detours not included as part of the Traffic Management Plan will be allowed only upon written authorization from the Owner and the Contractor is responsible for supplying all necessary sign(s) and traffic barrels to which to attach the signs, for the detour.
• Contractor is also responsible for carrying twenty five (25) separate traffic barrels to barricade the end of any side roads to prevent traffic from damaging the new road surface.
• 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 of the roads stated below and removed once the work has been started.
  1. Bedford Street
  2. Wilmington Road
  3. Middlesex Turnpike

13. 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 Bidders; Part 3</td>
</tr>
<tr>
<td>Experience of Bidders</td>
<td>Instructions to Bidders; Part 5</td>
</tr>
<tr>
<td>Bid Security</td>
<td>Instructions to Bidders; Part 5</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>
</tr>
</tbody>
</table>

14. Summary Table of Important Contract Dates

<table>
<thead>
<tr>
<th>Item</th>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid Opening</td>
<td>April 21, 2016 at 10:00 A.M.</td>
<td>N/A</td>
</tr>
<tr>
<td>Commencement of Work No Later Than</td>
<td>May 31, 2016</td>
<td>N/A</td>
</tr>
<tr>
<td>Completion of Work No Later Than</td>
<td>October 5, 2016*</td>
<td>N/A</td>
</tr>
<tr>
<td>Liquidated Damages Start</td>
<td>October 11, 2016</td>
<td>$1000 per working day</td>
</tr>
</tbody>
</table>

*Ninety (90) working days from May 31, 2016 is October 5, 2016. Working days are Monday through Friday from 7:00 A.M. to 5:00 P.M., excluding legal holidays. Any work outside of these time frames requires prior approval from the Engineer or Permitting Authority.*
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 to 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 shall 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 shall 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 shall 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 shall
be subject to the approval of the Owner and the installation of the article shall 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 shall 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 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 shall 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 designated representative of the Owner or its Engineer 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 Representative or Engineer 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 shall at all times have access to the Work whenever it is in preparation and progress. The Contractor shall provide facilities for such access so the Owner may perform its functions under the Contract Documents.

2.1.3 The Owner shall 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 shall 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 Engineer 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 shall be taken with reasonable promptness so as to cause no delay. The Owner’s approval of a specific item shall 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 Owner or his authorized representative, which for this Project shall be the Town Engineer.

3.1.2 The Engineer for the Project shall be the Town of Burlington Engineering Division.

3.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

3.2.1 The Owner shall, 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 shall furnish all documents describing the work.

3.2.3 Except as provided in Subparagraph 4.7.1. Owner shall 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 shall 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 agent or Engineer, shall 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 shall 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 shall 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 shall 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) shall be extended by a period equal to the period of the stoppage, and the Contractor shall 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 shall 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 shall 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) with 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, shall 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 shall carefully study and compare the Contract Documents and shall at once report to the Owner any error, inconsistency or omission he may discover. The Contractor shall not be liable to the Owner for any damage resulting from errors, inconsistencies or omissions in the Contract Documents which he discovers but shall be liable for damage to the extent he reasonably should have but failed to discover such errors, inconsistencies or omissions. The Contractor shall 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 shall supervise and direct the Work, using his best skill and attention which shall 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 shall maintain adequate supervisory personnel at the Site during the performance of the Work. He shall 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 shall 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 shall 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 shall 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.

Cold plane, Paving of various Streets and Sidewalk Construction - 7191
April 21, 2016 at 10:00AM
4.4 LABOR AND MATERIALS

4.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall 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 shall at all times enforce strict discipline and good order among his employees and shall 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, shall be repaired or replaced by the Contractor with Work conforming to such requirements. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

4.6 TAXES

4.6.1 The Contractor shall 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 shall 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 shall at all times be the property of the Owner and shall be delivered to the Owner upon completion of the Project.

4.7.2
The Contractor shall 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 shall 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 shall promptly notify the Owner in writing, and any necessary changes shall 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 shall assume full responsibility therefore and shall bear all costs attributable thereto.

4.8 SUPERINTENDENT

4.8.1
The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site at all times during the progress of the Work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.

4.9 PROGRESS SCHEDULE

4.9.1
The Contractor, immediately after being awarded the Contract, shall prepare and submit for the Owner’s information an estimated progress schedule for the Work. The progress schedule shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. No work shall start without the Project schedule. The Contractor shall submit the project schedule five days prior to start the work.

4.10 DOCUMENTS AND SAMPLES AT THE SITE
4.10.1
The Contractor shall 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 shall 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 shall 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 Contract shall 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 Engineer’s approval of the same unless the Contractor has specifically informed the Owner or Engineer in writing of such deviation at the time of submission and the Owner or Engineer has given written approval to the specific deviation. The Contract shall 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 shall 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 Engineer on previous submittals.

4.11.8
No portion of the Work requiring submission of a Shop Drawing, Product Data or Sample shall be commenced until the submittal has been approved by the Owner or Engineer. All such portions of the Work shall be in accordance with approved submittals.

4.12 USE OF SITE

4.12.1
The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with any materials or equipment.

4.13 CUTTING AND PATCHING OF WORK

4.13.1
The Contractor shall 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 shall 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 shall 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 shall 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 shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work he shall 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 shall be thoroughly cleaned and ready for immediate occupancy by the Owner.

4.14.2
Cold plane, Paving of various Streets and Sidewalk Construction - 7191
April 21, 2016 at 10:00 AM
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 shall be charged to the Contractor.

4.15 COMMUNICATIONS

4.15.1 The Contract shall forward all communications to the Owner through its Town Engineer, Town Hall Annex, 25 Center Street, Burlington, MA 01803.

4.16 ROYALTIES AND PATENTS

4.16.1 The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Owner shall 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 shall 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 shall indemnify and hold harmless the Owner, the Engineer 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 to 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 shall 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 Engineer 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 shall 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 shall not extend to the liability of the Owner, the Engineer, 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 Engineer, their agents or employees, provided they are the sole cause of the injury or damage.
ARTICLE 5

INSURANCE

Contractor shall 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>
<thead>
<tr>
<th>Each Occurrence</th>
<th>$1,000,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aggregate</td>
<td>$2,000,000</td>
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</tbody>
</table>

Automobile Liability

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

| Bodily Injury & Property Damage Combined | $1,000,000 |

Workers Compensation & Employers Liability

- As Required by State of Massachusetts

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

Additional Insurance / Requirements

- The Town of Burlington Shall be named as Additional Insured
ARTICLE 6

LIQUIDATED DAMAGES

6.1 LIQUIDATED DAMAGES

If the Contractor shall neglect, fail or refuse to complete the work within the time 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 $1000 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 shall be in default after the time stipulated in the Contract for completing the work.
MEASUREMENT & PAYMENT

Item 1:  Mail Box Remove and Reset

This work consists of removing and resetting present mail boxes in accordance with these specifications and in close 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 2:  Bituminous Concrete Excavation by Cold Planer

The work to be done consists of excavating Bituminous Pavement by cold planer in designated areas to improve curb reveal and re-profile existing surfaces that are 100 square yards or more. Cold planing of all existing bituminous berm on roads to be milled shall be incidental to milling operations.

The cold planer shall be capable of planning both the bituminous pavements and cement concrete patches if the latter should be encountered in bituminous pavements. The cold planer shall be equipped with all necessary safety devices such as flashing lights and backup signal so as to operate in traffic with complete safety.

Contractor shall furnish auxiliary milling equipment for clean-up work along curbs and around casting. Work area will be left clean and free from debris at the end of each day. Prices quoted shall include milling, loading, trucking, sweeping, and final clean-up. The use of planing equipment mounted on pneumatic tires will be permitted only for clean-up work.

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

The Contractor must place a ring of pavement around all raised structures on all heavily traveled roads immediately after milling as specified in the Special

Cold plane, Paving of various Streets and Sidewalk Construction  -7191
April 21, 2016 at 10:00A.M
Conditions. Immediately upon completion of the cold planing operation performed around and about manholes, catch basins and exposed roadway structures the Contractor shall apply a bright ribbon of orange fluorescent paint on the projecting face of the manhole casting, such that oncoming traffic is made aware of the castings presence.

The measurement for payment for cold planning will be based upon the number of square yards actually cold planed, measured in place including dust control. The price of which shall constitute full compensation for cold planning average of one and one half to two (1 ½ to 2) inches deep; removal and disposal of the excess material; complete control of dust; and all other work incidental thereto.

Item 3: Excavation and Disposal of Existing Bituminous Sidewalk

This work shall consists of existing bituminous sidewalk shall be excavated and disposed of to make room for new bituminous sidewalk as depicted upon the plan set or as directed by the Engineer. Existing bituminous sidewalk shall be excavated to suitable material, as determined by the Engineer. The Contractor is responsible to dispose of the excess material in a legal manner.

Measurement for payment of the excavation and disposal of existing bituminous sidewalk shall be based upon the number of square yards of material actually excavated in the field.

Item 4: Excavation and Disposal of Existing Concrete Sidewalk

This work shall consists of existing concrete sidewalk shall be excavated and disposed of to make room for new concrete sidewalk as depicted upon the plan set or as directed by the Engineer. Existing concrete sidewalk shall be excavated to suitable material, as determined by the Engineer. The contractor is responsible to dispose of the excess material in a legal manner.

Measurement for payment of the excavation and disposal of existing concrete sidewalk shall be based upon the number of square yards of material actually excavated in the field.

Item 5-8: 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 Town of Burlington DPW/Engineering. Any removal of existing or installation of Cold plane, Paving of various Streets and Sidewalk Construction - 7191 April 21, 2016 at 10:00A.M
new castings shall be considered incidental to structure and gate adjustments and no additional payment will be made.

All gates, manholes, and catch basins shall be cleaned of left over construction debris; all construction debris will be removed off site and is the responsibility of the Contractor.

The Town of Burlington Highway Division will deliver new structures to the streets provided that the Contractor provides the Engineer with a minimum of two (2) days notice, whether verbal or written. If the Contractor fails to give a two (2) day notice to the Engineer, or the Highway Division is unable to deliver the structures, than 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 retrieve the appropriate number of structures from the Town of Burlington’s designated storage yard. If the Contractor or any Sub Contractors, have to pick up the structures, all equipment, material, and labor necessary to retrieve and deliver the structures will be considered incidental to the cost of this item, as set forth in the Bid Form.

**Items 5&6: Greater than 6” Vertical**

The price bid shall include the cost to both lower and raise all gate and structure castings to a depth of eighteen (6) inches or more in areas that a leveling course is warranted. Once the leveling course 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 7&8: 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.

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

**Item 9: 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.

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 10: Bituminous Concrete Pavement Type I-1**

This work shall consist of the machine placement of bituminous concrete pavement type I-1 including both **Binder and Top** courses.

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.

Binder Course – Two and one half (2.5) inches  
Top Course – One and one half (1.5) inches (1.75) inches in areas of Modified Top  
Tack Coat – 0.05 – 0.1 gallon/square yard (to be applied on the binder course before placement of final top course)

**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.**

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

Measurement for payment for type I-1 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 11: Bituminous Concrete Pavement Type I-1 – Hand Work**

This work shall consist of the placement bituminous concrete type I-1 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 bituminous concrete pavement type I-1 hand work shall be based upon the actual number of tons of such material placed and rolled in the field.

**Item 12: Bituminous Concrete Curbing**

This work shall consist of the placement of bituminous concrete curb. Bituminous concrete curb shall be placed on the binder course in the areas on the binder course that were paved for the curbing, allowing the top course and any backing material to lock the curb into place.

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

Measurement for payment for the bituminous 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 bituminous concrete curbing.

**Items 13-14: Granite Curbing**

*Items 13 and 14: 6” Vertical Granite Curbing – Straight and Curved*

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.

*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 roadway.
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 will be based upon the total number of linear feet furnished, measured, removed if necessary, and installed in the field. The price 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 15: Vertical Granite Curbing – Gutter inlet stones**

This work shall consist of the installation of Gutter inlet stone installation behind catch basins where new concrete sidewalks and granite curbing will be installed.

Once the granite curb Gutter inlet stones 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 Gutter inlet stone shall be based upon each installed in the field. The price shall constitute compensation for cutting of existing pavement, excavation, grading, furnishing and installing the Gutter inlet stone, concrete, backfill, removal and disposal of excess material, pavement patching, and mortaring joints.

**Item 16: Removal and Disposal of Existing Bituminous Curbing**

This work shall consist of the removal and disposal of existing bituminous curbing. Upon removal of the curbing it shall become the property of the Contractor and the responsibility of the Contractor to dispose of the curbing in an offsite location and in a legal manner.

Measurement and payment of removal and disposal of existing bituminous curbing shall be based upon the actual liner footage of existing concrete curbing removed and disposed of in the field.

**Item 17: Removal and Disposal of Existing Granite Curbing**

This work shall consist of the removal and disposal of existing granite curbing, both vertical and sloped. Upon removal of the curbing it shall become the property of the Contractor and the responsibility of the Contractor to dispose of the curbing in an offsite location and in a legal manner.
Measurement and payment of removal and disposal of existing granite curbing, both vertical and sloped, shall be based upon the actual liner footage of existing granite curbing, both vertical and sloped, removed and disposed of in the field.

**Item 18: Removal and Reset Existing Granite Curbing**

The removal and resetting of granite curbing will be done as depicted upon the plans or as directed by the Engineering.

Measurement and payment for this item will be per linear foot of existing granite curbing removed and reset. All work under this item shall include cutting of existing pavement, excavation, furnishing and installing the granite curbing, concrete, backfill, removal and disposal of excess material, pavement patching and mortaring joints.

**Item 19: Concrete Accessible Ramp**

This work shall consist of the installation of cement concrete accessible ramps shall be constructed in compliance with current ADA and AAB standards, with the exception of the installation of the raised warning panels, which will NOT be installed in the footprint of the ramp.

*Cement Concrete Wheel Chair Ramps*

Curb – six (6) inch vertical granite curb (to be paid for under the appropriate bid item, as set forth in the Bid Form)  
Surface – four (4) inch cement concrete (air entrained class D, one course).  
Foundation – eight (8) inch gravel borrow, compacted in four (4) inch lifts, with appropriate wire meshing.

Existing sidewalk shall be neatly & squarely cut, and finished in a manner to provide a smooth transition from existing to new surfaces. All grade stakes and field Engineering are the responsibility of the Contractor. Wheel chair ramps are to be laid out and constructed in the field.

The Ramp 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. Measurement for payment for concrete accessible ramp will be based upon each wheel chair ramp actually installed in the field. The price of which shall constitute full compensation for excavation and material disposal, grading, compaction, formwork, cement concrete, necessary joint work, labor, material. New granite curbing shall be paid for under the appropriate item as set forth in the Bid Form. Any excess material shall be disposed of by the Contractor.
Item 20: Cement Concrete Sidewalks

Sidewalks shall be provided and placed as directed by the plan set or the Engineer. Cement concrete sidewalks shall meet the following specifications.

*Cement Concrete Sidewalks*
Surface – Four (4) inch cement concrete (air entrained class D, one course).
Surface at curb cuts – Six (6) inch cement concrete (air entrained class D, one course).
Foundation – Eight (8) inch gravel borrow, compacted in four (4) inch lifts.
Steel reinforcement wire mesh at both surface locations.
All sidewalks, unless otherwise directed by the Owner, shall be installed with a minimum of four to six (4 to 6) feet in width and no less than four to six (4 to 6) feet of clearance in all locations.

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

The measurement for 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 (all entrained Class D, one course), six (6) inches of cement concrete (all entrained Class D, one course) at all curb cut locations, Steel reinforcement wire mesh and removal and disposal of surplus materials.

The measurement for payment for Cement Concrete Sidewalk will be based upon the number of square yards installed in the field.

Item 21: Bituminous Concrete Sidewalk

This work shall consist of the installation of new bituminous concrete sidewalk as shown upon the Plan Set or as directed by the Engineer. The furnishing and installation shall include full compensation for clearing and grubbing, saw cut of the existing pavement, excavation, grading, eight (8) inches of gravel borrow compacted in four (4) inch lifts. Type I-1 pavement, two and one half (2.5) inches in depth in two lifts, one and one half (1.5) inches and one (1.0) inches , complete ready for operation including removal and disposal of surplus material.

The bituminous concrete sidewalk shall be laid in the field by means of mechanical method, such as a sidewalk paver, and shall not be allowed to be placed by hand.

Measurement for payment for the bituminous concrete sidewalk shall be based upon the number of square yards actually installed measured in place.
Item 22: Grading and Finishing

This work shall consist of the shaping, trimming, compaction and finishing of the subgrade surface, including the grading and finishing of all unpaved shoulders and slopes, in preparation for loam and hydro seed. 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 for loam and hydro seed.

Item 23: 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 bituminous 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 24: Crushed Stone; Three Quarter (¾”) Inch

This work shall consist 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 25: **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 26: **Traffic Management**

This work shall consist of all signage, barricade structures, traffic barrels, cones, and all other appurtenances and work required to close the road, maintain a proper detour route, and reopen the road at the completion of the Project. All signage and barricades shall be installed at heights and sight distances to the maximum extent practicable as stated in the 2009 Edition Manual on Uniform Traffic Control Devices (MUTCD). 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 consist of all work, labor, equipment, supplies and materials necessary to paint, with florescent orange paint, and mark and erect construction signage on/for roads with raised structures/gates after the reclamation of the roadway surface. All paint and signage that fades/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

*Cold plane, Paving of various Streets and Sidewalk Construction - 7191*

*April 21, 2016 at 10:00A.M*
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.

- Bedford Street
- Wilmington Road
- Middlesex Turnpike

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 27: 12” Reinforced Concrete Pipe**

This work shall consist of the furnishing and placing of class IV (4) twelve (12) inch reinforced concrete pipe as depicted upon the plans or as directed by the Engineer.

Measurement and payment for class IV (4) twelve (12) inch reinforced concrete pipe will be based upon the actual linear footage of pipe laid in the ground.

**Item 28: Catch Basin Frame and Grate – Supplied by Town**

This work shall consist of installation of new catch basin frame and grates, upon newly installed drainage structures, conforming as closely as possible with these specifications and in close conformity to the lines and grades shown on the plans or established by the Engineer. All other frames and grates that are used on the reclamation streets to replace any existing frame and grate, as directed by the Engineer, shall be considered in the price of the appropriate structure adjustment height as set for in the Bid Form.

All new frame and grates shall be set upon a course(s) of brick and mortar. Catch basin frames and grates will be supplied by the Town, but the Contractor will provide the labor to install the new frame and grates in the field. All catch basin frame and grates shall be Town of Burlington standard, no exceptions will be made.

Delivery of frame and grates may not be available by the Town of Burlington and the Contractor may be responsible to retrieve the materials from the Town of Burlington DPW Yard located on Great Meadow Road, the price of which shall be included in the cost of the material as set forth in the Bid Form, and include all necessary labor, equipment and materials necessary to both install and retrieve the frame and grate if necessary.

Measurement and payment shall be per catch basin frame and grate installed new in the field.

**Item 29: 4’ Diameter Deep Sump Catch Basin 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 30: 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 31: 4’ Diameter Catch Basin and 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 32: 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.

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 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 structures. Measurement and payment for removal and disposal of existing pipe shall be based upon each linear foot 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.
APPENDIX A –

Plans, prevailing wage, details, etc.
NOTES:

1. THIS PROCEDURE IS APPLICABLE ONLY IF CURB IS TO BE SET AFTER BASE COURSE IS IN PLACE PRIOR TO BINDER AND TOP PLACEMENT.

2. CUT NEAT LINE 6" FROM CURB LINE AND REMOVE BASE AND GRAVEL. REPLACE WITH CEMENT CONCRETE.

3. ANY DESIGNATED CEMENT CONCRETE THAT IS ACCEPTABLE UNDER SECTION M4 OF THE STANDARD SPECIFICATIONS MAY BE USED; ALL TEST REQUIREMENTS ARE WAIVED. HOT MIX ASPHALT SHALL NOT BE USED AS A SUBSTITUTE.
WHEELCHAIR RAMPS
LESS THAN 12'-4" SIDEWALK

HSL = HIGH SIDE TRANSITION LENGTH
(SEE E 107.9.0R)

W = SIDEWALK WIDTH

Wc = CURB WIDTH

W1 = PERPENDICULAR RAMP LENGTH

CC = CEMENT CONCRETE

* = TOLERANCE FOR CONSTRUCTION ±0.5%

USBABLE SIDEWALK WIDTH PER AAB = W-Wc

RAMP LENGTH, W1 = W-4'-0" Min

LIMITS OF CEMENT CONCRETE RAMP

SECTION A-A

DATE OF ISSUE
JUNE 2014

DRAWING NUMBER
E 107.2.0

massDOT
HIGHWAY DIVISION
COMMUNITY STANDARDS
MORTAR ALL JOINTS PROVIDE "V" OPENINGS

PRECAST CONCRETE CATCH BASIN

FOR GRATE SEE DRAWING E 201.7.0 - E 201.11.0
FOR FRAME SEE DRAWING E 201.6.0

BRICKS MAY BE USED FOR GRADE ADJUSTMENTS. FRAME TO BE SET IN FULL BED OF MORTAR.

SEE DRAWING E 202.4.0 FOR JOINT DETAILS

WEEPHOLE (OPENING TO BE PRECAST IN RISER SECTION)

OUTSIDE OF PIPE +2" CLEARANCE

MIN. 0.12 SQ. IN STEEL PER VERTICAL FOOT, PLACED ACCORDING TO AASHTO DESIGNATION M199

NOTES:

1. DETAILS NOT INDICATED ABOVE ARE TO BE SIMILAR TO THOSE SHOWN ON E 201.3.0
2. FACE OF PIPE FLUSH OR NOT TO PROJECT MORE THAN 4" FROM FACE OF WALL ALONG CENTERLINE OF PIPE.
3. FOR DESCRIPTION, MATERIALS AND CONSTRUCTION METHOD, SEE STANDARD SPECIFICATIONS.
4. ALL CONCRETE TO BE AIR ENTRAINED

DATE OF ISSUE
JUNE 2014

DRAWING NUMBER
E 201.4.0