

TOWN OF FOXBOROUGH

CONTRACT FOR PUBLIC WORKS

PROJECT MANUAL:

FOXBOROUGH BOULEVARD

FORBES BOULEVARD

INVITATION FOR BID #DPW19-01

Bid Opening: February 21, 2019 at 1:00 p.m.

**January 17, 2019
Roger A. Hill, PE, PLS
Director of Public Works
Town of Foxborough**

**TOWN OF FOXBOROUGH
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FOXBOROUGH BOULEVARD FORBES BOULEVARD
MASSDOT 100% SUBMISSION [ROUNABOUT]**

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**TOWN OF FOXBOROUGH
DEPARTMENT OF PUBLIC WORKS
INVITATION FOR BID #DPW19-01**

The TOWN OF FOXBOROUGH invites sealed bids in accordance with M.G.L. c.30, §39M from Contractors for:

**FOXBOROUGH BOULEVARD FORBES BOULEVARD
MASSDOT 100% SUBMISSION [ROUNDAABOUT]**

Bids will be received until: 1:00 p.m. Thursday February 21, 2019

at the FOXBOROUGH DPW, 70 ELM STREET, FOXBOROUGH, MA 02035 Bids will not be accepted nor may submitted bids be corrected, modified or withdrawn after the deadline for bids. Immediately following the deadline for bids, all bids received within the time specified will be publicly opened and read aloud. Contractors which do not attend the Pre- Bid Meeting are not eligible to bid.

Note to Bidders: All Bidders must be prequalified by MassDOT in Highway-Construction. Bidders are to provide proof of prequalification with accompanying bids for the Foxborough Boulevard Forbes Boulevard MassDOT 100% Submission [Roundabout] project. Please reference the available on line information for further guidance on becoming a prequalified construction firm Bidder <https://www.mass.gov/massdot-highway-construction-contract-bidding>

Contract Documents will be available on line at http://www.foxboroughma.gov/Pages/FoxboroughMA_Highway/index after **8:00 a.m., January 23, 2019**. Documents will be available for download only, list of contract documents include

- Massachusetts Department of Transportation Highway Division Foxborough Boulevard Forbes Boulevard 100% Submittal Sheets 1 to 38 Dated 12/20/2017
- MassDOT Permit Number 5-2015-053 - Conditions and Terms Supersede any discrepancies among Contract Documents

The proposed project entails to reconstruct an existing four-way intersection into a single lane roundabout. The new roundabout has been designed and approved to meet Massachusetts's Department of Transportation's Standard Details, Construction Specifications. The existing roadways of Route 140, Forbes Boulevard, Foxborough Boulevard and the Forbes Crossing development entrance will be reconfigured to improve pedestrian and traffic patterns in the area.

The limit of work is defined on the approved construction plans. All work outside of the limit of work disturbed by the contractor's operations shall be restored to their original conditions at the contractor's expense.

Before the commencement of work, contractor to record original permit at the Registry of Deeds and return a copy of the 1st page (stamped with Book and Page #) to the Department of Public Works. The contractor to submit a Trench Rider for Approval and an Employee Reimbursement System (ERS) Worksheet for work hour approval.

Time for completion of this project is on or before June 30, 2019. Time is of the essence in the performance of the work of this contract. Bidder's attention is directed to the time for completion stated in this document and the provisions regarding the assessment of liquidated damages for failure to complete the work within the time specified.

All bids shall be submitted as one ORIGINAL and two COPIES. The Town will award the contract to the lowest responsible and eligible bidder.

A bid deposit in an amount that is not less than five percent (5%) of the value of the bid, including all alternates, is required. Bid deposits, payable to the Town, shall be either in the form of a bid bond, or cash, or a certified check on, or a treasurer's or cashier's check issued by, a responsible bank or trust company.

All bids are subject to the provisions of M.G.L. Chapter 30, §39M. **Wages are subject** to minimum wage rates determined by the Massachusetts Department of Labor Standards pursuant to M.G.L. c149, §26 to 27H. The schedule of wage rates applicable to this contract is included in the bidding documents. In addition, the prevailing wage schedule will be updated annually for all public construction projects lasting longer than one (1) year. You will be required to pay the rates set out in any updated prevailing wage schedule. Increases in prevailing wage schedules will not be the basis for change order requests. The successful bidder will be

required to provide a Certificate of Insurance demonstrating current coverage of the type and amounts set forth in the Project Manual. The successful bidder will be required to furnish a **Labor and Materials Payment Bond in the amount of 50%** of the total contract.

All Town bids are available on the Town's web site, http://www.foxboroughma.gov/Pages/FoxboroughMA_Highway/index It is the sole responsibility of the contractor downloading these bids to ensure they have received any and all addenda prior to the bid opening. Addenda will be available online within the original bid document as well as a separate file. If you download bids from the internet site and would like to make it known that your company has done so, you may email the town engineer at cgallagher@foxboroughma.gov with your NAME, ADDRESS, PHONE, AND INVITATION FOR BID NUMBER.

The Town will reject any and all bids in accordance with the above referenced General Laws. In addition, the Town reserves the right to waive any informalities in any or all bids, or to reject any or all bids (in whole or in part) if it be in the public interest to do so.

In the event that any person wishes to attend a bid opening or pre-bid meeting, accessible and reasonable accommodations will be provided to persons requiring assistance.

TOWN OF FOXBOROUGH

Roger Hill
Director of Public Works
January 17, 2019

TOWN OF FOXBOROUGH
DEPARTMENT OF PUBLIC WORKS
INSTRUCTIONS TO BIDDERS

ARTICLE 1 - BIDDER'S REPRESENTATION

- 1.1 Each General Bidder (hereinafter called the "Bidder") by making a bid (hereinafter called "bid") represents that:
1. The Bidder has read and understands the Bidding Documents, Contract Forms, General Conditions, Conditions of the Contract, Division 2 General Project Requirements, the approved 100% submission plans, (collectively, referred to as the "Contract Documents") and the bid is made in accordance therewith.
 2. The Bidder is familiar with the local conditions under which the work has to be performed.
- 1.2 Failure to so examine the Project Manual and Contract Documents, MASSDOT Standards Details and Specifications and an independent site visit of the project area will not relieve any Bidder from any obligation under the bid as submitted.

ARTICLE 2 - REQUEST FOR INTERPRETATION

- 2.1 Bidders shall promptly notify the Town of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.
- 2.2 Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to Christopher Gallagher, *Town Engineer*, at cgallagher@foxboroughma.gov . The Town will only answer such requests if received by **Tuesday February 12, 2019 at 12:00 noon**. In the event that the bid opening date is changed, the deadline for informational requests may also change as provided in an addendum issued by the Town.
- 2.3 Interpretation, correction, or change in the Contract Documents will be made by addendum which will become part of the Contract Documents. The Town will not be held accountable for any oral communication.
- 2.4 Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents. Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents. Receipt of all addenda issued must be acknowledged in the Bid Form. **YOUR FAILURE TO ACKNOWLEDGE ALL ADDENDA MAY RESULT IN YOUR BID BEING REJECTED AS NON-RESPONSIVE.**
- 2.5 Copies of addenda will be made available for inspection at the location listed in the Invitation for Bids where Contract Documents are on file, in addition to being available online at http://www.foxboroughma.gov/Pages/FoxboroughMA_Highway/index
- 2.6 Bidders or proposers contacting ANY TOWN EMPLOYEE regarding an Invitation for Bid (IFB) or a Request for Proposal (RFP), outside of the Engineering Department, once an IFB or RFP has been released, may be disqualified from the procurement process.
- 2.7 Bidders downloading information off the internet web site are solely responsible for obtaining any addenda prior to the bid opening. If the bidder makes itself known to the Engineering Department, at cgallagher@foxboroughma.gov , it shall be placed on the bidder's list. Bidders must provide the Engineering Department with their company's name, street address, Town, state, zip, phone, fax, email address and **INVITATION FOR BID #DPW19-01**.

ARTICLE 3 - PREPARATION AND SUBMISSION OF BIDS

- 3.1 Bids shall be submitted on the "Bid Form DPW19-01," attached.
- 3.2 All entries on the Bid Form shall be made by typewriter or in ink.

- 3.3 Where so indicated on the Bid Form, sums shall be expressed in both words and figures. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control.
- 3.4 Bid Deposits shall be submitted in the amount specified in the Invitation for Bids. They shall be made payable to the Town and shall be either in the form of cash, certified check, treasurer's or cashier's check issued by a responsible bank or trust company, or a bid bond issued by a surety licensed to do business in the Commonwealth of Massachusetts; and shall be conditioned upon the faithful performance by the principal of the agreements contained in the bid. Bidders are reminded that the bid deposit covers the Town for damages when a bidder withdraws its bid after the bid submission date. **Be advised that to the extent permitted by the law the Town will retain all bid deposits for withdrawn bids.**
- 3.5 Bid deposits of the three (3) lowest responsible and eligible Bidders shall be retained until the execution and delivery of the Town-Contractor agreement.
- 3.6 The Bid, including the bid deposit shall be enclosed in a sealed envelope with the following plainly marked on the outside:
 - A. GENERAL BID FOR: **#DPW19-01**
 - B. NAME OF PROJECT: **Foxborough Boulevard Forbes Boulevard [Roundabout]**
 - C. BIDDER'S NAME, BUSINESS ADDRESS, AND PHONE NUMBER
- 3.7 Date and time for receipt of bids is set forth in the Invitation for Bids.
- 3.8 Timely delivery of a bid at the location designated shall be the full responsibility of the Bidder. In the event that FOXBOROUGH DPW is closed on the date or at the time that bids are due, the date and time for receipt of bids shall be on the next business day following that the FOXBOROUGH DPW and the Engineering Department are open.
- 3.9 If Submitting a Bid using a Carrier such as FED EX, UPS etc., the name of the bid and bid# must be marked on the envelope or label.

3.10 Bids shall be submitted with one **original** and two **copies**.

3.11 Be advised that a new Massachusetts law has been enacted that required all employees who work on Massachusetts public works construction sites must have no less than 10 hours of OSHA-approved safety and health training. See Chapter 306 of the Acts of 2004, which became effective July 1, 2006. This requirement will apply to any general bid or sub bid submitted. This law directs the Massachusetts Attorney General to restrain the award of construction contracts to any contractor who is in violation to this requirement and to restrain the performance of these contracts by non-complying contractors. The contractor and all subcontractors on this project will be required to provide certification of compliance with this requirement. Non-compliance with this law will disqualify you from bidding on public contracts.

ARTICLE 4 - ALTERNATES

- 4.1 Each Bidder shall acknowledge alternates (if any) in Section C on the Bid Form.
- 4.2 Bidders shall enter on the Bid Form a single amount for each alternate which shall consist of the amount for work performed by the Contractor.
- 4.3 The low Bidder will be determined on the basis of the sum of the base bid and the accepted alternates.

ARTICLE 5 - WITHDRAWAL OF BIDS

- 5.1 Any bid may be withdrawn prior to the time designated for receipt of bids on written or electronic request. Electronic withdrawal of bids must be confirmed over the Bidder's signature by written notice postmarked on or before the date and time set for receipt of bids.

- 5.2 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.
- 5.3 No bids may be withdrawn within sixty (60) days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

ARTICLE 6 - CONTRACT AWARD

- 6.1 The Town is soliciting a Proposed Contract Price based on the Total Bid Items at p. 13 below. It is the Town's intent to award one (1) contract to the responsible and eligible bidder offering the lowest Proposed Contract Price. A contract will be awarded within Thirty (30) days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids.
- 6.2 The Town reserves the right to waive minor informalities in or to reject any or all Bids if it be in the public interest to do so.
- 6.3 The Town reserves the right to reject any bidder who has failed to pay any local taxes, fees, assessments, betterments, or any other municipal charge, unless the bidder has a pending abatement application or has entered into a payment agreement with the collector-treasurer.
- 6.4 As used herein, the term "lowest responsible and eligible Bidder" shall mean the Bidder (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who has met all the requirements of the invitation for bids; (3) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (4) who, where the provisions of section eight B of chapter twenty-nine apply, shall have been determined to be qualified thereunder.
- 6.5 Subsequent to the award and within five (5) days, Saturday, Sundays and legal holidays excluded, after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the Town a contract in the form included in the Contract Documents in such number of counterparts as the Town may require.
- 6.6 In the event that the Town receives low bids in identical amount from two or more responsive and responsible Bidders, the Town shall select the successful Bidder by a blind selection process chosen by the Town such as flipping a coin or drawing names from a hat. The low Bidders who are under consideration will be invited to attend and observe the selection process.

ARTICLE 7 - TAXES

- 7.1 The Bidder shall not include in this bid any tax imposed upon the sale or rental of tangible personal property in this Commonwealth, such as any and all building materials, supplies, services and equipment required to complete the work.
- 7.2 The Town is exempt from payment of the Massachusetts Sales Tax, and the Bidder shall not include any sales tax on its bid. The Town's exemption Number is E-046-001-150.

ARTICLE 8 – PROPRIETARY SPECIFICATIONS

- 8.1 The Town may have used a proprietary specification to describe the supply for which is soliciting bids. Such specifications are permitted under M.G.L. c. 30B, §14, provided that the Town Manager has prepared a written statement that no other manner of description suffices and the justification therefor.
- 8.2 The required determination and justification have been duly prepared, and a copy may be requested in accordance with the Massachusetts Public Records Law, M.G.L. c. 66, §10.

ARTICLE 9 – ENVIRONMENTALLY PREFERABLE PRODUCTS

- 9.1 The Town encourages environmentally preferable products, i.e., products or services that have less negative or more positive effects on human health and the environment when compared with competing products or services that serve the same purpose. The Town encourages bidders to describe, in the space provided on the Bid Form, the environmental attributes of its goods or services throughout the entire life-cycle, including manufacture, use and disposition. This information may include multiple environmental considerations such as natural resource use, recycled content, energy and water efficiency, greenhouse gas emissions, impact on climate change, packaging, hazardous material use, and health and safety impacts on workers, consumers and the community. If you do not currently assess such attributes, please indicate that. However, you respond, the Town will not take your information into account in evaluating bid proposals.
- 9.2 Bidders are encouraged also to provide information related to steps they take internally to (a) identify any positive or negative environmental attributes of products or services they offer, as specified above, and (b) insure that those attributes are being addressed as part of operations.

END OF SECTION

TOWN OF FOXBOROUGH
DEPARTMENT OF PUBLIC WORKS

BID FORM #DPW19-01

- A.** The undersigned proposes to furnish all labor and materials required in accordance with the Contract Documents supplied by the TOWN OF FOXBOROUGH entitled:

**FOXBOROUGH BOULEVARD FORBES BOULEVARD
MASSDOT 100% SUBMISSION [ROUNABOUT]**

for the contract price specified below, subject to additions and deduction according to the terms of the specifications.

- B.** This bid includes addenda number(s) _____, _____, _____, _____.

- C.** The Proposed Contract Price is:

_____ DOLLARS (\$ _____).

(The figure inserted above shall be the Total Bid Items as computed on the Bid Item Sheets pages 13 & 14 below.)

COMPANY: _____

- D.** The undersigned has completed and submits herewith the following documents:

- Bid Item Sheets, 2 pages
- Signed Bid Form, 2 pages
- Bidder's Qualifications and References Form; 3 pages
- Certificate of Non-Collusion, 1 page
- Debarment Letter, 1 page
- IRS Form W-9
- A five percent (5%) bid deposit/bid guarantee.

- E.** The undersigned agrees that, if s/he is selected as general contractor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid and furnish a labor and materials or payment bond, each of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the awarding authority and each in the sum of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price.

The undersigned hereby certifies that s/he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that s/he will comply fully with all laws and regulations applicable to awards made subject to section forty-four A of M.G.L. Chapter 30, s 39M.

The undersigned certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration (“OSHA”) that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and (3) that 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 OSHA that is at least 10 hours in duration. The undersigned understands that any employee found on a worksite subject to this section without documentation of successful completion of 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 shall be subject to immediate removal.

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

G. Environmentally preferable products information (which is requested but which will not be considered in awarding a contract):

Description of environmental attributes of Bidder’s goods or services:

Steps taken to (a) identify any positive or negative environmental attributes of products or services and (b) insure that those attributes are being addressed as part of operations:

Date _____

_____ (Name of General Bidder)

BY: _____

_____ (Printed Name and Title of Signatory)

_____ (Business Address)

_____ (Town, State Zip)

_____/_____ (Telephone) (FAX)

_____ (E-mail Address)

NOTE: If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a give full legal identity. Attach additional pages as necessary.

END OF SECTION

INSTRUCTIONS FOR ITEM SHEETS

The Contractor shall insert prices for each item in ink, in figures, and is to show a Total Bid Item Numbers. The bidders total bid price, the corrected total bid obtained by the summation of the products of the unit prices multiplied by the respective quantities shall stand as the bidder's total bid price.

The Contractor is required to review any related plans, conduct a full site review, and read all the provisions in the document before inserting prices, and is further advised to make his own determination as to the accuracy of the estimated quantities before inserting bid prices.

Actual quantities may be more or less than those estimated. Regardless of the amount of the actual quantities, the unit price(s) shall be that set forth in the Bidder's Item Sheets.

The basis of award of the Contract will be the total bid for all quantities of work in the proposal subject to review and correction as provided for in the Massachusetts Department of Transportation. <https://www.mass.gov/orgs/massachusetts-department-of-transportation>

NOTE: The State of Massachusetts Standard Specifications Construction Standards and Specifications consist of the following:

The Massachusetts Department of Transportation Construction Specifications, Latest Revised.

<https://www.mass.gov/lists/construction-specifications>

Massachusetts Department of Transportation Construction Standard Details, Latest Revised.

<https://www.MassDOT.state.ma.us/Portals/8/docs/construction/ConstructionStandardDetails2016.pdf>

Bid Item Notice

For Bituminous Asphalt Bid Items, the Town of Foxborough has a local Paving Contractor Agreement of \$65.50 Dollars per Tonnage as an available option to Contractors.

Bid Item 597 “Edging Removed and Stacked” – Contractor shall instead of discarding, remove and stockpile onsite. The stockpiled curbing will be reused by the Town of Foxborough. The Town of Foxborough will coordinate with the contractor. Town of Foxborough will carry the cost of moving curbing.

SUMMARY OF TOTAL BID ITEM No. Cost\$ _____
The total bid amount must be placed in paragraph “C” of the bid form.

END OF SECTION

BIDDER'S QUALIFICATIONS AND REFERENCES FORM

Bidder must demonstrate qualifications to provide the material and perform the services set forth in the Summary of Work below. Each Bidder must be prepared to submit within five days after Bid opening, upon Town's (Owner's) request, detailed written evidence such as financial data, previous experience, present commitments and other such data as may be called for below. Each Bid must contain evidence of Bidder's qualifications to do business in the state where the project is located or covenant to obtain such qualification prior to award of contract.

The Owner and/or the Engineer may make such investigation as deemed necessary to determine the ability of the bidders to perform the work, and the bidders shall furnish to the Owner all such information data for this purpose as the Owner may request.

No award will be made to any bidder who cannot meet all of the following requirements:

- a. Shall not have defaulted on any contract within three years prior to the bid date.
- b. Shall maintain a permanent place of business.
- c. Shall have suitable financial status to meet obligations incident to the work.
- d. Shall have appropriate technical experience satisfactory to the Owner in the class of work involved.
- e. Shall be registered with the Secretary of State of the Commonwealth of Massachusetts to do business in Massachusetts.
- f. Shall not have failed to perform satisfactorily on contracts of a similar nature.
- g. Shall not have failed to complete previous contracts on time.
- h. Shall have a minimum two (2) full crews with adequate personnel and equipment to perform the work expeditiously.
- i. Shall have a minimum of five years' experience in the construction of municipal water main contracts over 2000 feet in length.
- j. Shall have successfully completed a minimum of two municipal water main contracts similar in size and complexity to this contract within the past five years.
- k. Shall have successfully completed a minimum of one municipal water main contract over two hundred and fifty thousand dollars.

Owner reserves the right to reject any bid if the foregoing requirements are not satisfied or if any other evidence fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated.

Nothing indicated herein will prejudice Owners right to seek additional pertinent information as is provided in Article 18, Award of Contract.

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the Town for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

- 1. FIRM NAME: _____
- 2. WHEN ORGANIZED: _____
- 3 INCORPORATED? _____ YES _____ NO DATE AND STATE OF INCORPORATION: _____
- 4. IS YOUR BUSINESS A **MBE**? _____ YES _____ NO **WBE**? _____ YES _____ NO or **MWBE**? _____ YES _____ NO
- * \5. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:

* 6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?
_____ YES _____ NO
IF YES, WHERE AND WHY?

* 7. HAVE YOU EVER DEFAULTED ON A CONTRACT? _____ YES _____ NO
IF YES, PROVIDE DETAILS.

* 8. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:

* 9. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.

PROJECT _____ NAME: _____
OWNER: _____
TOWN/STATE: _____

DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
TOWN/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: () _____
CONTACT PERSON'S RELATION TO PROJECT?: _____

(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER:TOWN/STATE: _____

DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
TOWN/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #:(____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

10. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Town in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: _____ BIDDER: _____

SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

END OF SECTION

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and submitted in 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 or individuals.

(Signature of individual)

Name of Business

IRS W-9 Form (Example)

Form <b style="font-size: 24pt;">W-9 (Rev. November 2017) Department of the Treasury Internal Revenue Service	<h2 style="margin: 0;">Request for Taxpayer Identification Number and Certification</h2> <p style="margin: 0; color: blue;">▶ Go to www.irs.gov/FormW9 for instructions and the latest information.</p>	Give Form to the requester. Do not send to the IRS.
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Print or type. See Specific Instructions on page 3.	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;">1</td> <td style="width: 85%;">Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</td> <td style="width: 10%;"></td> </tr> <tr> <td>2</td> <td>Business name/disregarded entity name, if different from line 1.</td> <td></td> </tr> <tr> <td>3</td> <td>Check appropriate box for federal tax classification following seven boxes.</td> <td style="text-align: right; vertical-align: top;"> X Instructions on page 3: Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.) </td> </tr> <tr> <td></td> <td> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (S-C corporation, S-S corporation, Partnership) ▶ _____ Note: Check the appropriate box if the LLC is classified as a single-member LLC that is not disregarded or is disregarded from the owner's separate income tax return. Do not check if the member of the LLC is a single-member LLC that is disregarded from the owner's separate income tax return. <input type="checkbox"/> Other (see instructions) ▶ _____ </td> <td></td> </tr> <tr> <td>5</td> <td>Address (number, street, and apt. or suite no.)</td> <td>Requester's name and address (optional)</td> </tr> <tr> <td>6</td> <td>City, state, and ZIP code</td> <td></td> </tr> <tr> <td>7</td> <td>List account number(s) here (optional)</td> <td></td> </tr> </table>	1	Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		2	Business name/disregarded entity name, if different from line 1.		3	Check appropriate box for federal tax classification following seven boxes.	X Instructions on page 3: Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)		<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (S-C corporation, S-S corporation, Partnership) ▶ _____ Note: Check the appropriate box if the LLC is classified as a single-member LLC that is not disregarded or is disregarded from the owner's separate income tax return. Do not check if the member of the LLC is a single-member LLC that is disregarded from the owner's separate income tax return. <input type="checkbox"/> Other (see instructions) ▶ _____		5	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)	6	City, state, and ZIP code		7	List account number(s) here (optional)	
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Part I	Taxpayer Identification Number (TIN)	Employer identification number								
	Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.	Soc <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black;"> </td> </tr> </table> or Employer identification number <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black;"> </td> </tr> </table>								
	Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.									

Part II	Certification
	Under penalties of perjury, I certify that:
	1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.
	Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

CONTRACT FORMS

The awarded bidder will be required to complete and submit documents substantially similar in form to the following.

These forms may need to be modified on account of changed circumstances and are provided for informational purposes only.

TOWN - CONTRACTOR AGREEMENT

CONTRACT NO. DPW19-01

AGREEMENT made this ____ day of _____ in the year Two Thousand and Nineteen by and between the TOWN OF FOXBOROUGH, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the TOWN, acting through its Town Manager, but without personal liability to him, and

hereinafter referred to as the CONTRACTOR.

The parties hereto for the considerations hereinafter set forth agree as follows:

- I. SCOPE OF WORK.** The Contractor agrees to furnish and to deliver to the Town at such times, at such place or places, in such manner, and in such quantities as the Town may direct, and at the unit prices quoted in the Contractor's bid the following item or items:

FOXBOROUGH BOULEVARD ROUNDABOUT

- II. CONTRACT DOCUMENTS.** The Contract Documents consist of the following documents, which are either attached to this Agreement or are incorporated herein by reference:
- a. This TOWN-CONTRACTOR Agreement;
 - b. The Town's Invitation For Bid # #DPW19-01 issued by the Department of Public Works;
 - c. The Project Manual for **Foxborough Boulevard Roundabout** including the Instructions to Bidders; General Conditions; Special Conditions; Wage Rate Requirements and Wage Rate Schedule(s) including any updated prevailing wage rate schedules if applicable; The Supplementary Special Conditions; General Requirements and Project Specifications; and Drawings, if included or referenced therein;
 - d. Addenda Number(s) _____;
 - e. The Bid Response of the CONTRACTOR submitted for this Project and accompanying documents and certifications;
 - f. Certificate(s) of Insurance and surety bond(s), if any, submitted by the CONTRACTOR in connection with this Project;
 - g. Duly authorized and executed Amendments, Change Orders or Work Orders issued by the TOWN after execution of this TOWN-CONTRACTOR Agreement.

This TOWN-CONTRACTOR Agreement, together with the other documents enumerated in this Article, constitute the entire Agreement between the TOWN and the CONTRACTOR. The CONTRACTOR represents that its bid was made without condition, qualification or reservation of any kind, except upon the written acknowledgement and consent of the TOWN.

- III. PRIORITY OF DOCUMENTS.** In the event of inconsistency between the terms of this TOWN -CONTRACTOR Agreement and the Project Manual, the terms of this Agreement shall prevail.
- IV. APPLICABLE STATUTES.** All applicable federal, state and local laws and regulations are incorporated herein by reference and the Contractor agrees to comply with same.

- V. **CONTRACT TERM.** The term of this contract shall **extend from day of contract execution through June 30, 2019.** The Town, at its sole discretion, shall have the option to extend the contract for one (1) additional year with no change to the terms and conditions. It is further understood that in the event the term of this contract extends beyond June 30 in any calendar year, the Town reserves the right to terminate the contract if funding for its continuance is not appropriated in the succeeding fiscal year commencing July 1.
- VI. **QUANTITIES.** The quantities specified in the Project Manual are approximate. It is specifically understood the Town does not agree to purchase any specific quantity, and purchases will be made to cover actual requirements only. The Town may increase or decrease the quantity of any item specified without change in price per unit of quantity as stated in the Contractor's Bid Response.
- VII. **MATERIALS.** The Contractor agrees, unless otherwise specified, that all equipment, materials and supplies furnished under this contract are to be first quality, new and unused.
- VIII. **AUTHORIZATION OF AND PAYMENT FOR WORK PERFORMED.** The execution of this contract does not constitute a notice to proceed or authorization to perform work or make deliveries. No work shall be commenced or deliveries made unless authorized by a written Work Order issued by the Town specifying the equipment, materials or supplies to be delivered. The Contractor will be paid following completed delivery and acceptance of the equipment, materials or supplies ordered in accordance with the Contract. The Town will use best efforts to pay within thirty (30) days of receipt of an invoice for the delivered equipment, materials or supplies or acceptance of same whichever date is later.
- IX. **CLAIMS FOR MATERIALS OR LABOR.** In the event any claims have been filed with the Town for material or labor delivered or performed pursuant to this contract, the Town shall be under no obligation to make any payment until such claims are adjusted to the satisfaction of the Town. Any and all liens for supplies may be paid off by the Town within twenty (20) days after the filing for record as provided by law of a notice of such liens, except where the claim on which the lien is filed is being litigated by the Contractor, and in such case the Town may pay the amount of any final judgment or decree on any such claim. All money paid by the Town in settlement of liens and claims as aforesaid, with the costs and expenses incurred by the Town in connection therewith shall be charged to the Seller, bearing interest at the rate of six percent (6%) per annum, and be deducted from the next payment falling due the Seller under the terms of this contract.
- X. **UNIT PRICES.** It is agreed that the unit prices listed are maximum prices and that the Town shall be entitled to take advantage of any decreasing market conditions, decreases to be governed by the manufacturers' price listing as might be generally adopted in the trade, or by the same percentage that the Seller may reduce prices to others who purchase in similar quantities and under similar conditions.
- XI. **RESPONSIBILITY FOR THE WORK/INDEMNIFICATION.** In the performance of any work, including the delivery of equipment, materials or supplies, pursuant to this Contract, the Contractor shall take all responsibility for the work, and shall take all precautions for preventing injuries to persons and property in or about the work and shall defend, indemnify and hold the Town harmless from all loss, cost, damage or expense arising from injuries to persons or property in or about the work. The Contractor shall be responsible for any damage, which may be caused by the failure or insufficiency of any temporary works. He shall effectively protect his work and shall be liable for all damage and loss by delay or otherwise caused by his neglect or failure so to do.
- XII. **WARRANTY.** Except as may be otherwise provided in the Project Manual, the Contractor shall replace, repair or make good, without cost to the Town, any defects or faults arising within one (1) year after date of acceptance of equipment, materials or supplies furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.
- XIII. **PATENT INDEMNIFICATION.** The Contractor agrees to assume the defense of and shall indemnify and save harmless the Town and all persons acting for or on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Contractor, within a reasonable time, shall at its own expense, and as the Town may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment, or apparatus and refund the sums paid therefor.

- XIV. INSPECTION.** For the purposes of inspection of the equipment, materials and supplies covered by this contract, the Contractor shall give the Town free access to his works and furnish every facility for properly inspecting such equipment, materials and supplies, and shall furnish full information, whenever requested, relating thereto. Approval by any inspector of the Town shall not relieve the Contractor from his obligation to comply in all respects with the contract.
- XV. ASSIGNMENT/SUB-CONTRACTING.** The Contractor agrees that he will not sell, assign or transfer this Contract or any part thereof or interest therein without the prior written consent of the Town.
- XVI. INSTALLATION.** If any of the equipment, materials and supplies covered by this contract is to be installed by either the Contractor or the Town, the Contractor shall, upon request of the Town, furnish a competent employee to supervise the installation without expense to the Town, unless otherwise provided herein. Such supervisor, or other employees furnished by the Contractor, shall be the agents of the Contractor and not of the Town, and the Contractor hereby agrees to indemnify the Town and hold it harmless from and against any and all loss, costs, damage, and expense sustained as the result of negligence or other conduct on the part of such supervisor or employee.
- XVII. TERMINATION.** The TOWN OF FOXBOROUGH may, by written notice of default to the Contractor, terminate the whole or any part of this Contract or any Work Order issued pursuant thereto in any one of the following circumstances:
- a. If the Contractor fails to make delivery of the equipment, goods or supplies or to perform the services within the time specified herein or any extension thereof;
 - b. If the Contractor fails to perform any of the other provisions of this contract or, if in the opinion of the Town, Contractor so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not correct such failure within thirty (30) days (or such longer period as the Town may authorize in writing) after receipt of notice from the Town specifying such failure.
- XVIII. GOVERNING LAW.** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
- XIX. SEVERABILITY.** The provisions of this Contract are severable. If any section, paragraph, clause or provision of this Contract shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Contract shall be unaffected by such adjudication and all of the remaining provisions of this Contract shall remain in full force and effect as though such section, paragraph, clause or provision, or any part thereof so adjudicated to be invalid, had not been included herein, unless such remaining provisions, standing alone, are incomplete and incapable of being executed in accordance with the intent of the parties to this Contract.
- XX. AMENDMENTS TO THIS CONTRACT.** This Contract may not be amended except in writing executed in the same manner as this TOWN-CONTRACTOR Agreement.

THIS SPACE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this instrument to be executed under seal the day and year first above written.

CONTRACTOR

TOWN OF FOXBOROUGH

By _____

By _____

Town Manager

Print Name _____

Date _____

Title _____

Date _____

Affix Corporate Seal Here

Approved as to Form:

By _____

Town Council

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

BY _____

(Owner's Accountant)

(Print Name)

CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of _____
(insert full name of Corporation)
2. corporation, and that _____
(insert the name of officer who signed the **contract and bonds**.)
3. is the duly elected _____
(insert the title of the officer in line 2)
4. of said corporation, and that on _____
(insert a date that is **ON OR BEFORE** the date the officer signed the **contract and bonds**.)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived, notice, it was voted that

5. _____ the _____
_____ (insert **name** from line 2)
_____ (insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: _____ *AFFIX CORPORATE SEAL HERE*
(Signature of **Clerk or Secretary**)*
7. Name: _____
(Please print or type name in line 6)*
8. Date: _____

(insert a date that is **ON OR AFTER** the date the officer signed the **contract and bonds**.)

* The name and signature inserted in lines 6 & 7 **must** be that of the **Clerk or Secretary** of the corporation.

CERTIFICATION OF TAX COMPLIANCE

Pursuant to M.G.L. c.62C, §49A and requirements of the Town, the undersigned acting on behalf of the Contractor certifies under the penalties of perjury that the Contractor is in compliance with all laws of the Commonwealth relating to taxes including payment of all local taxes, fees, assessments, betterments and any other local or municipal charges (unless the Contractor has a pending abatement application or has entered into a payment agreement with the entity to which such charges were owed), reporting of employees and contractors, and withholding and remitting child support.*

**Signature of Individual (Mandatory)

Print Name: _____

*** Contractor's Social Security Number
(Voluntary) or Federal Identification Number

Date: _____

OR

Company Name
(Corporation, Partnership, LLC, etc.)

By: _____
**Corporate Officer (Mandatory)

Print Name: _____

Date: _____

- * The provision in this Certification relating to child support applies only when the Contractor is an individual.
- ** Approval of a contract or other agreement will not be granted until the Town receives a signed copy of this Certification.
- *** Your social security number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

TOWN OF FOXBOROUGH, MASSACHUSETTS

PAYMENT BOND

Know All Men By These Presents:

That we, _____, as PRINCIPAL, and _____, as SURETY, are held and firmly bound unto the TOWN OF FOXBOROUGH as Obligee, in the sum of dollars (\$ _____) to be paid to the Obligee, for which payments well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the said PRINCIPAL has made a contract with the Obligee, bearing the date of _____, 2019, for the construction of _____ in FOXBOROUGH, Massachusetts.

(Project Title)

Now, the conditions of this obligation are such that if the PRINCIPAL and all Sub-contractors under said contract shall pay for all labor performed or furnished and for all materials used or employed in said contract and in any and all duly authorized modifications, alterations, extensions of time, changes or additions to said contract that may hereafter be made, notice to the SURETY of such modifications, alterations, extensions of time, changes or additions being hereby waived, the foregoing to include any other purposes or items set out in, and to be subject to, provisions of M.G.L. c.30, §39A, and M.G.L. c.149, §29, as amended, then this obligation shall become null and void; otherwise it shall remain in full force, virtue and effect.

In Witness Whereof, the PRINCIPAL and SURETY have hereto set their hands and seals this ____ day of ____ 2019.

PRINCIPAL

SURETY

BY _____

BY _____

(SEAL)

(ATTORNEY-IN-FACT)(SEAL)

(Title)

ATTEST: _____

ATTEST: _____

TOWN OF FOXBOROUGH
GENERAL CONDITIONS OF THE CONTRACT
FOR PUBLIC WORKS CONSTRUCTION

ARTICLE 1

Definitions

The word "Agent" shall mean the official duly authorized to act for the TOWN OF FOXBOROUGH in the execution of the work of this contract, acting directly or through properly authorized agents.

The word "Engineer," or "Town Engineer," shall mean the Town Engineer of the TOWN OF FOXBOROUGH, acting directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

The word "Contractor" shall mean the party or parties contracting to perform the work covered by this contract or his, or their, legal representatives, successors or assigns.

The word "Plan" shall mean plans referred to and included in the Project Manual for this contract.

The word "Town" shall mean the TOWN OF FOXBOROUGH.

The term "Substantial Completion" shall mean either that the work required by the contract has been completed except for the work having a contract price of less than one per cent of the then adjusted contract price, or substantially all of the work has been completed and opened to public use except for minor incomplete or unsatisfactory work items that do not materially impair the usefulness of the work required by the contract.

ARTICLE 2
Plans, Drawings, Profiles

1. The work shall be done in accordance with plans referred to in Article 1 and such further working and detail plans, drawings and profiles as may be furnished from time to time by the Engineer. All said plans, general and detail, are to be deemed a part of this contract, and the said plans, specifications and contract are to be considered together, so that any work mentioned in the contract, though not shown on the plans, and any work shown on the plans though not mentioned in the contract, is to be executed by the Contractor as a part of this contract. Figured dimensions are to prevail over scale. All things which in the opinion of the Engineer may fairly be inferred from the contract, plans and specifications, are to be executed by the Contractor as a part of the contract; and the Engineer shall be sole judge as to whether detail plans, drawings and profiles conform to the general plans and the contract.

Discrepancy in Plans

2. The Contractor shall carefully examine all said plans, profiles, drawings, specifications and orders; all figures, dimensions, lines, marks and scales thereof, and all directions of the Agent and the Engineer relating to the work, and conform to those in relation to which there is no doubt or discrepancy, but at once submit all cases of doubt or discrepancy to the Engineer for adjustment. Anything done on any part of the work for which special information or drawing should be procured, unless done in accordance with such information or drawing, or anything done in relation to which there is doubt or discrepancy, except in accordance with the adjustment thereof, or done in violation of law or public authority, is to be redone if the Agent shall so direct.

ARTICLE 3

Inspection

1. The Contractor in carrying on the contract shall conform to all determinations and directions of the Engineer relating to the proper interpretation of the plans, specifications, profiles or drawings, the fitness of persons employed on the work or the number thereof, or the suitability, amount, quality, and value of anything done or any materials used, and the Contractor shall permit the Agent and the Engineer and persons designated by them to enter upon the work and inspect the same at all times and in all places, and shall provide safe and convenient facilities for making such entry and inspection.

ARTICLE 4

Change in Plans and Work

1. The Town, acting through the Agent and upon his written order only, from time to time given to the Contractor or his foreman, may change, increase or take away any part of the work, or change the specifications, plans, drawings, form or materials thereof. Any deduction or addition thereto is to be allowed, or paid for at a price to be determined, within not more than 15 days of the completion of the change, by the Town Engineer acting in the same capacity. Town as an architect in a building contract as between owner and contractor. Any demand for addition or deduction must be made in writing to the Town Engineer within seven (7) days of the time change was ordered.

ARTICLE 5

Time and Manner of Doing the Work

1. The Contractor shall begin work upon receipt of written Notice to Proceed. Once begun the work shall be carried out in a continuous and uninterrupted fashion with sufficient workforce and resources to assure completion by the date for completion established by the Contract Documents.

2. The Contractor shall carry on the work in accordance with the requirements of law and of all other public authorities, and to the satisfaction of the Agent; he shall give all notices, take out all permits, pay all charges and fees, give personal supervision to the work and keep thereon a competent foreman and sufficient employees, skilled in the several parts which are given them to do.

Maintenance of Travel

3. The Contractor shall conduct his work so as to interfere as little as possible with public travel, and shall give property owners proper means of access to their property where existing access has been cut off by the work. The Contractor shall keep the streets open for through travel except where, in the opinion of the Agent, it is necessary to close the street. The continuous length of the street occupied for the work shall be kept as short as possible, and no part of the work shall be unnecessarily delayed. Wherever the Agent shall direct, trenches shall be bridged by the Contractor in a proper and secure manner so as not to interrupt travel. Free access shall be maintained at all times to all water gates, gas gates, and fire hydrants.

Abandonment of Work by Contractor

4. In the event the Town Engineer certifies to the Agent that the work is not being so carried forward or if the Contractor at any time is not carrying on the work to the satisfaction of the Agent, or is not observing any of the provisions of the contract, or has abandoned the work, or become insolvent or assigned his property, the Town, acting by the Agent and at his discretion, may, with or without notice to the Contractor, or advertising for doing the work, and by contract, day labor or otherwise, do any part of the work which the Contractor has failed to do or replace any part not done to the satisfaction of the Agent, or take possession of the work and complete the same, and in doing so may use any implements, machinery or materials on or about the work which are the property of the Contractor, charging the Contractor any excess cost for completing the work, which excess cost the Contractor agrees to pay.

ARTICLE 6

Compensation for Work

1. Subject to the provisions of Paragraph 10 of this Article, the price named in the proposal and accepted by the Town shall be paid by the Town and received by the Contractor as full compensation for furnishing materials and for use of tools, forms, machinery and other implements, and for labor in moving materials and executing all the work contemplated in this contract, also

for loss or damage arising from delay however occasioned, or out of the nature of the work aforesaid or from the action of the elements, from floods, or from any unforeseen obstructions or difficulties which may be encountered in the prosecution of the same and for all risks of every description connected with the work and for well and faithfully completing the work in the proper manner and according to the plans and specifications and requirements of the Agent under them.

2. During the first week of each calendar month, the Town Engineer shall cause all work done by the Contractor during the previous month to be measured and shall estimate the value thereof and, on or before the 10th of each month issue a certificate to the Agent of the measurements and the amount due the Contractor according to the terms of his contract.

3. The Town shall pay the Contractor on approval of the Agent according to the aforementioned certificate of the Town Engineer, less 5 per cent of the amount of such work and less any amounts due the Town by the Contractor.

Final and Substantial Completion

4. Upon substantial completion of the work required by the Contract, the Contractor must present to the Town Engineer written certification that the work is substantially complete. Within 21 calendar days after such certification is presented the Town Engineer shall present to the Contractor either a written declaration that the work is substantially complete or an itemized list of incomplete or unsatisfactory work items sufficient to demonstrate that the work is not substantially complete. The Town Engineer shall include with such itemized list a date by which the work items must be completed, which date may not be earlier than the date for substantial completion established in the Contract Documents. If the Town Engineer does not respond as provided herein within 21 calendar days, then the date of the Contractor's certification shall become the date for effective declaration of substantial completion.

5. Within 15 calendar days after the effective declaration of substantial completion, the Town Engineer shall send to the Contractor by certified mail, return receipt requested, a complete list of all incomplete or unsatisfactory work items. Unless delayed by causes beyond the Contractor's control, with an extension of time granted pursuant to Article 8, the Contractor must complete the work items within 45 calendar days after receipt of the list, or by the contractual completion date, whichever is later. If the contractor fails to complete the work within the required time the Town may, notwithstanding other rights and remedies at its disposal, and upon seven days written notice to the Contractor terminate the contract and complete the incomplete or unsatisfactory work items and charge the cost of same to the Contractor.

6. Within 65 calendar days following the effective declaration of substantial completion, the Town Engineer shall issue to the Agent who shall cause to be paid to the Contractor a substantial completion estimate which estimate shall consist of the balance of the then current contract price less a one percent retention, the estimated cost to complete incomplete or unsatisfactory work items, the value of any outstanding claims against the Contractor and the sum of all demands for direct payment made pursuant to Article 12 herein, provided that until final acceptance, the Town shall retain five percent of the value of all items planted in the ground.

7. The Contractor shall provide written notice to the Town Engineer when the work has been brought to final completion. Within ten days following receipt of such notice, and providing his inspection shows no work items remain incomplete or unsatisfactory, the Town Engineer shall issue to the Agent a final certificate of the total amount of work done and the money due the Contractor therefor, crediting thereon the amounts of the previous payments. In making the final certificate, the Town Engineer shall not be bound by any preceding certificate or estimate of the amount of work done or materials furnished.

8. Within 30 calendar days following receipt of final completion, the Town shall pay the Contractor, on the approval of the Agent, the percentages retained and the balance due the Contractor according to the aforementioned final certificate of the Town Engineer less any indebtedness of the Contractor for incomplete or unsatisfactory work or claims made by or against the Town. If a claim or claims are made, or notice of liability given, such amounts due the Contractor may be paid upon satisfaction of such claims or upon furnishing of indemnity to said Town against all loss, cost, damage or expense by reason of such claims.

9. The Town, on making any payment after the completion of the work, shall be released from all claim or liability to the Contractor for anything done or used, or for any loss or injury sustained in carrying on the contract, or for any act,

omission, neglect or mistake of the Town or any person relating to or affecting the contract, except for the balance of any sum retained as aforesaid.

Extra Work

10. The Contractor shall be paid for any additions, or deductions as provided in Article 4, paragraph 1, and for extra labor done by, and for extra materials furnished by him in compliance with the written order only of the Agent, calling for work not similar in character to that covered by the items given in the proposal, and for which no price is set in the said written order, the direct (not including consequential) cost to the Contractor, as determined to be reasonable by the Agent, plus fifteen per cent of said costs as so determined in regard to labor only. For teams or trucks so furnished, no payment shall be made to the Contractor beyond the current local rate as determined by the Agent in each case. The direct cost of labor may include the cost of mechanics and laborers furnished and a reasonable proportion of the time of the foreman and timekeeper, but it shall in no case include any charge for the use of tools, for establishment charges or for time spent by the Contractor. The actual cost of insurance on extra pay rolls and of materials furnished for extra work, shall be paid without any addition. The labor and materials so ordered shall constitute a part of the work to be done under the contract; and all and singular the provisions of the contract shall apply to said labor and materials as if the same were specified therein. The Contractor shall have no claim for the above mentioned extra labor and materials unless he furnishes the details and bills therefor within one week after doing any such labor or furnishing any such materials.

11. No claim of the Contractor against the Town under this contract shall be deemed valid unless such claim is presented to the Agent within ten days from the time when the Contractor first knows of, or has opportunity to know of, the acts and circumstances on which such claim is based.

12. A payment or payments to the Contractor, in cases where these provisions or any of them, are not complied with, shall not be construed as a waiver of said provisions or any part thereof.

Contract Made Subject to Appropriations

13. This contract is made subject to appropriation heretofore made and shall not be altered unless the Contractor, the sureties on the bond, if any, the officer making the contract and the Mayor shall in writing agree thereto.

ARTICLE 7

Liquidated Damages

1. In case the work embraced in the contract shall not have been substantially completed by the date stipulated therein, the Contractor shall pay to the TOWN OF FOXBOROUGH as liquidated damages a designated sum per calendar day for the entire period of overrun until the work is substantially completed in accordance with the following Schedule of Deductions, and in addition, the Contractor shall pay without reimbursement the entire cost of all traffic officers, railroad flagmen, inspectors, or other personnel the Town Engineer and/or the Chief Engineer of the railroad determines to be necessary during the period of overrun of time.

SCHEDULE OF DEDUCTIONS

<u>Original Contract Amount</u> <u>From More Than</u>	<u>To and Including</u>	<u>Daily Charge</u> <u>Per Calendar Day</u>
\$ 0.	\$ 25,000.	\$ 30.
25,000.	50,000.	50.
50,000.	500,000.	100.

2 In case the work embraced in the contract shall not have been brought to final completion within 45 calendar days following the date of declaration of substantial completion, the Contractor shall pay to the TOWN OF FOXBOROUGH as liquidated damages the sum of \$150.00 for each week or portion thereof during the period of overrun until the work is complete.

3 Whatever sum of money may become due and payable to the TOWN OF FOXBOROUGH by the Contractor under this Article may be retained out of money belonging to the Contractor in the hands and possession of the TOWN OF FOXBOROUGH. It is agreed that this Article shall be construed and treated by the parties to the contract not as imposing a penalty upon said Contractor for failing fully to complete said work as agreed on or before the time specified in the proposal, but as liquidated damages to compensate said TOWN OF FOXBOROUGH for all additional costs incurred by it because of the failure of the Contractor fully to complete said work on or before the date of completion specified in the proposal.

ARTICLE 8

Delays and Extensions of Time

1. If the Contractor is delayed at any time in the progress of the work by an act or neglect of the Town, or by changes in the work ordered by the Town, or by unseasonably inclement weather, or by other causes deemed by the Town Engineer to be beyond the Contractor's control, and which the Town Engineer determines may justify delay, then the time for completion may be extended for such reasonable time as the Town Engineer may determine.

2. No such extension of time will be allowed unless the Contractor submits a written request for an extension to the Town Engineer no later than 10 calendar days of the start of the occurrence or event giving rise thereto. Each such request must describe the occurrence or event and specify the manner and extent that such occurrence or event is causing or has caused a delay in the work. The Town Engineer shall promptly investigate each request and make his written determination to the Agent and the Contractor within 10 days after receipt of the request. In his determination the Town Engineer may either grant, deny, or modify the length of the requested extension.

3. If the Town Engineer's determination so warrants, the Agent shall authorize a written Change Order to the Contract extending the time for completion. No extension of time shall be deemed as granted until said Change Order has been duly executed by the parties.

4. Change Orders which may be executed by the Town and the Contractor in connection with additions, extra labor and/or extra materials shall not be considered as allowing extensions of the time for completion unless the change order expressly specifies that additional time is allowed in connection with the work under the change order. Once a Change Order has been executed by the parties, any request by the Contractor for an extension of time based solely on the fact that additions, extra labor and/or extra materials are required by the Change Order will be denied by the Town Engineer.

5. Permitting the Contractor to continue and finish the work or any part of it after the times fixed for its completion, or after the date to which the time for completion may have been extended, shall in no way operate as a waiver on the part of the TOWN OF FOXBOROUGH of any of its rights under the contract. The Contractor remains liable for damages caused other than by delay.

ARTICLE 9

Lines and Grades

1. The Contractor shall retain a Registered Land Surveyor who shall furnish such boards and stakes and cause to be placed thereon, such lines, marks and directions relating to the work as the Agent or Town Engineer shall from time to time direct.

ARTICLE 10

Public Service Pipes and Conduits

1. The Contractor shall maintain such pipes or conduits of public service corporations or of the Town as are across or within the lines of the work until such time as said public service corporations or the Town assume the maintenance or removal of said pipes or conduits. The Agent will notify such public service corporations to that effect on the existence of such obstructions to the work being brought to his notice by the Contractor. The Town will relocate either temporarily or permanently all water mains and water service pipes, or hydrants, and drains or sewers which may interfere with the work contemplated in this contract. (This clause is not to be construed as applying to such pipes as may be readily supported and protected during the progress of the work.) The cost of shutting off and turning on water in water mains during blasting shall be assumed by the Town.

Protection of Existing Structures

2. All existing gas pipes, water pipes, sewers, drains, conduits, or other structures which are uncovered by the excavation shall be carefully supported and protected from injury by the Contractor, and, in case of injury, they shall be restored by him, without compensation therefor, to as good condition as that in which they were found, and shall be kept in repair until 6 months after the completion of the work. The Contractor shall provide suitable temporary channels for water at all water courses. Wherever the work passes under or adjacent to street railway tracks, the Contractor shall make all necessary arrangements with the railway company for doing any work which may affect the property of the company or interfere with the operating of the railway, and he shall be liable for any damage that may be caused by any act, omission or neglect on his part, and shall pay all expenses of every kind incidental to this work.

Changing the Location of Existing Structures

3. Whenever it becomes necessary to change the location of any water or gas pipes, sewers, drains, conduits or other structures not otherwise provided for in these specifications, the Contractor shall do the whole or such portions of the work of making such changes as the Agent may require, and shall receive in payment therefor the reasonable cost of the work done as determined by the Agent plus 15 per cent of such cost. In estimating such cost, no allowance shall be made to the Contractor for the use of tools not especially provided for this work, for general superintendence, or for any overhead expenses except liability insurance.

ARTICLE 11

Co-operation with Other Contractors

1. The Contractor shall conduct the work in such manner as not to interfere with other work being done by the Town, by contract or otherwise, and if deemed necessary by the Agent, the work under this contract shall conform to the progress of said other work; shall co-operate with other contractors or employees who may be doing work for the Town, and with public service corporations affected by the work, in arranging for storage places, connections, bracings, temporary support for structures, repairs, etc.

ARTICLE 12

Subcontracts

1. The Contractor, in any contract with a Subcontractor, shall provide that the Subcontractor shall be subject to all specifications, terms, provisions, conditions, requirements and liabilities set forth in this contract so far as such specifications, terms, provisions, conditions, requirements and liabilities are applicable to the work to be done under such Subcontract, and shall also provide that such Subcontract shall be terminated by the Contractor whenever the Agent shall certify to him in writing that in his opinion the work of the Subcontractor is unnecessarily or unreasonably delayed or that the Subcontractor has violated any of the provisions of this contract. The Contractor shall at once terminate such subcontract if the Agent, after certifying as aforesaid, shall in writing direct the Contractor to make such termination.

2. Subcontracts shall be made in writing and the Contractor shall furnish the Agent with a copy of his subcontracts on demand.

3. Pursuant to the provisions of M.G.L. Ch. 30, Sec. 39F (1), the following provisions are included in the General Conditions:

(a) Forthwith after the general contractor receives payment on account of a periodic estimate, the general contractor shall pay to each subcontractor the amount paid for the labor performed and the materials furnished by that subcontractor, less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the general contractor.

(b) Not later than the sixty-fifth day after each subcontractor substantially completes his work in accordance with the plans and specifications, the entire balance due under the subcontract less amounts retained by the awarding authority as the estimated cost of completing the incomplete and unsatisfactory items of work, shall be due the subcontractor; and the awarding authority shall pay that amount to the general contractor. The general contractor shall forthwith pay to the subcontractor the full amount received from the awarding authority less any amount specified in any court proceedings barring the payment and also less any amount claimed due from the subcontractor by the general contractor.

(c) Each payment made by the awarding authority to the general contractor pursuant to subparagraphs (a) and (b)

of this paragraph for the labor performed and the materials furnished by a subcontractor shall be made to the general contractor for the account of the subcontractor; and the awarding authority shall take reasonable steps to compel the general contractor to make each such payment to each such subcontractor. If the awarding authority has received a demand for direct payment from a subcontractor for any amount which has already been included in a payment to the general contractor or which is to be included in a payment to the general contractor for payment to the subcontractor as provided in subparagraphs (a) and (b), the awarding authority shall act upon the demand as provided in this section.

(d) If, within seventy days after the subcontractor has substantially completed the subcontract work, the subcontractor has not received from the general contractor the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor, less any amount retained by the awarding authority, the demand shall be by a sworn statement delivered to or sent by certified mail to the awarding authority, and a copy shall be delivered to or sent by certified mail to the general contractor at the same time. The demand shall contain a detailed breakdown of the balance due under the subcontract and also a statement of the status of the completion of the subcontract work shall be valid even if delivered or mailed prior to the seventieth day after which the subcontractor has substantially completed the subcontract work. Within ten days after the subcontractor has delivered or so mailed the demand to the awarding authority and delivered or so mailed a copy to the general contractor, the general contractor may reply to the demand. The reply shall be by a sworn statement delivered to or sent by certified mail to the awarding authority and a copy shall be delivered to or sent by certified mail to the subcontractor at the same time. The reply shall contain a detailed breakdown of the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor and of the amount due for each claim made by the general contractor against the subcontractor.

(e) Within fifteen days after receipt of the demand by the awarding authority, but in no event prior to the seventieth day after substantial completion of the subcontract work, the awarding authority shall make direct payment to the subcontractor of the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor, less any amount (i) retained by the awarding authority as the estimated cost of completing the incomplete or unsatisfactory items of work (ii) specified in any court proceedings barring such payment, or, (iii) if the reply shall not deduct from a direct payment any amount as provided in part (iii) if the reply is not sworn to, or for which the sworn reply does not contain the detailed breakdown required by subparagraph (d). The awarding authority shall make further direct payments to the subcontractor forthwith after the removal of the basis for deductions from direct payments made as provided in parts (i) and (ii) of this subparagraph.

(f) The awarding authority shall forthwith deposit the amount deducted from a direct payment as provided in part (iii) of subparagraph (e) in an interest-bearing joint account in the names of the general contractor and the subcontractor in a bank in Massachusetts selected by the awarding authority or agreed upon by the general contractor and the subcontractor and shall notify the general contractor and the subcontractor of the date of the deposit and the bank receiving the deposit. The bank shall pay the amount in the account, including accrued interest, as provided in an agreement between the general contractor and the subcontractor or as determined by decree of a court of competent jurisdiction.

(g) All direct payments and all deductions from demands for direct payments deposited in an interest-bearing account or accounts in a bank pursuant to subparagraph (f) shall be made out of amounts payable to the general contractor at the time of receipt of a demand for direct payment from a subcontractor and out of amounts which later become payable to the general contractor and in the order of receipt of such demands from subcontractors. All direct payments shall discharge the obligation of the awarding authority to the general contractor to the extent of such payment.

(h) The awarding authority shall deduct from payments to a general contractor amounts which, together with deposits in interest-bearing accounts pursuant to subparagraph (f), are sufficient to satisfy all unpaid balances of demands for direct payment received from subcontractors. All such amounts shall be earmarked for such direct payments, and the subcontractors shall have a right in such deductions prior to any claims against such amounts by creditors of the general contractor.

ARTICLE 13

Responsibility for Work-Contractor's Responsibility

1. The Contractor has made his proposal from his own examinations and estimates, and shall not hold the Town, its agents, or employees, responsible for or bound by, any schedule, estimate, sounding, boring, or any plan of any part of the work; shall, if any error in any plan, drawing, specification or direction relating to anything to be done under the contract come to his knowledge, report it at once to the Agent; shall not, except as the Agent shall authorize in writing, assign or sublet any part of the contract except for the supply of materials and plant, or of anything to be done thereunder; shall, subject to the provisions of the contract take all responsibility of, and bear all losses resulting to him in carrying on the contract, and shall

assume the defense of, and hold the Town, its agents and employees harmless from all suits and claims against them, or any of them, arising from the use of any invention, patent or patent right, material, labor or implement, by or from any act or omission or neglect of the Contractor, his Subcontractor, his agents or employees, in carrying on the contract, or for any liability of any nature arising under the contract. The Contractor shall be solely responsible and liable for, and shall fully protect and indemnify the Town against all claims for damages to persons or property occasioned by or resulting from blasting or other methods or processes in the work of construction, whether such damages be attributable to negligence of the Contractor, his employees or his Subcontractor or otherwise.

ARTICLE 14 LIGHTS--GUARDS

1. The Contractor shall assume all responsibilities of the work and take all proper precautions to protect persons and property from injury and unnecessary interference; leave a reasonably unobstructed way along public and private places for pedestrians, teams, and vehicles, and for access to hydrants; provide proper walks over or around any obstruction made in a public or private place in carrying on the contract, and maintain from the beginning of twilight through the whole of every night, on or near the obstruction sufficient lights and guards to protect travelers from injury thereby, and if, after one notification from the Agent that said lights and guards are not sufficient, the Contractor has not placed additional lights and guards to the satisfaction of the Agent, the Agent shall have the right to take charge of that part of the work at the expense of the Contractor. While the work is suspended he shall keep all roadways and sidewalks in proper condition, and when the work is completed put the place and vicinity in proper condition and so leave them.

The Contractor shall provide proper means of access to property where the existing access is cut off by the Contractor and replace or put in good condition every conduit, catch-basin, tree, wall, fence, or other thing injured by the Contractor in carrying on the contract, unless the same has been permanently done away with, on approval of the Agent, as being necessary to the proper carrying on of the contract.

ARTICLE 15 Guaranty

1. Any settlement or other defect, or the failure of any part of the structure or the work due to defective materials or workmanship, that occurs within one year after the work is completed, is to be immediately repaired by the Contractor. In the event of any such settlement, defect, or failure causing liability to the Town for damage to persons or property, the Contractor does by this clause agree to hold the Town harmless and to assume the defense of any claims therefor.

2. Responsibility under this guaranty for the adequacy of the work does not relieve the Contractor of his obligation to comply with the terms of the contract and to conform to all the requirements of the plans and specifications, nor does it give him the right to deviate in any way from the details of design of the structure or the work.

ARTICLE 16 Defective Work and Materials

1. The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill his contract as herein described, and defective work shall be made good and unsuitable materials may be rejected, notwithstanding that such work and materials have been previously overlooked by the Engineer and accepted or estimated for payment. If the work or materials, or any part thereof shall be found defective at any time before the final acceptance of the whole work, the Contractor shall forthwith make good such defect in a manner satisfactory to the Engineer, and if any material brought upon the ground for use in the work or selected for the same, shall be condemned by the Engineer as unsuitable or not in conformity with the specifications, the Contractor shall forthwith remove such materials from the vicinity of the work. Nothing in this contract shall be construed as vesting in the Contractor any right of property in the materials used after they have been attached or affixed to the work or the soil, but all materials shall, upon being so attached or affixed, become the property of the TOWN OF FOXBOROUGH.

ARTICLE 17 Employment of Labor

1. The Contractor shall give preference in employment, first to citizens of Massachusetts, second, to other citizens of the United States; and shall allow all employees on said work to lodge, board and trade where they choose, and shall not obstruct any other person in doing work for the Town; and shall conform to all labor laws of the Commonwealth; and no

laborer or teamster, workman or mechanic working within this Commonwealth in the employ of the Contractor or Subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by the Contractor shall be requested to, or required to, or work more than eight hours in any one calendar day. This contract is subject to all the laws of the Commonwealth, and ordinances of the Town and if any clause thereof does not conform to such laws and ordinances, such clause shall be void and such laws and ordinances operated in lieu thereof.

ARTICLE 18

Laws and Regulations - Contractor to Comply with Law

1. The Contractor shall keep fully informed of all existing or future acts of the legislature, and of all municipal ordinances, prohibitions, rules and regulations in any manner affecting the conduct of the work, and of all orders or decrees of any body or tribunal having any jurisdiction or authority over the materials, times, places and actions of those employed in the work embraced in the contract. The Contractor shall at all times observe and comply with all existing and future acts, ordinances, prohibitions, rules, regulations, orders and decrees; and shall protect and indemnify the Town and its employees against any and all claims arising from or based on any violation of such acts, ordinances, prohibitions, rules, regulations, orders or decrees, and against all violations of law by the Contractor or his agents or employees.

END OF SECTION

TOWN OF FOXBOROUGH

WAGE RATE

REQUIREMENTS

1. GENERAL

- A. This section summarizes the requirements for the payment of wages to laborers and mechanics employed under the Contract.
- B. Other duties and requirements of law which may not be specified in this section apply and are inherently a part of the Contract.
- C. See Appendix C, for the Town of Mansfield Prevailing Wage Rates.

2. WAGE RATES

- A. The rate per hour to be paid to mechanics, apprentices, teamsters, chauffeurs, and laborers employed on the Work shall not be less than the rate of wages in the attached "Minimum Wage Rates" as determined by the Agent of Labor and Industries. This schedule shall continue to be the minimum rate of wages for said employees during the life of this Contract.
- B. Keep posted on the site a legible copy of said schedule. Keep on file the wage rates and classifications of labor employed on this Work in order that they may be available for inspection by the Owner, Administrator, or the Architect.
- C. Apprentices employed pursuant to this determination of wage rates must be registered and approved by the State Apprenticeship Council wherever rates for journeymen or apprentices are not listed.
- D. Pay reserve police officers employed on the Work the prevailing rate of wages paid to regular police officers as required by M.G.L. c149, Sec. 34B, as amended. Such police officers shall be covered by Workmen's Compensation Insurance and Employers Liability Insurance by the Contractor.
- E. **The Contractor and all subcontractors shall, on a weekly basis throughout the term of the contract, provide to the TOWN OF FOXBOROUGH certified payroll affidavits in pdf format verifying compliance with M.G.L. c.149, Sec. 27, 27A and 27B.** The Contractor is obligated to provide such records to the Town directly on a weekly basis. The Town may assess a penalty of \$100 for each day beyond the required submission date that such records are received, which amount shall be deducted from any amounts to the Contractor from the Town. In the event of chronic late submissions, the Town shall report the same to the Office of the Attorney General.
- F. The Contractor and all subcontractors shall provide a Statement of Compliance within 15 days of the completion of its portion of the work. This statement shall be submitted to the Owner on the form found elsewhere in this section.
- G. The Contractor shall maintain accurate and complete records, including payroll records, during the Contract term and for three years thereafter.

END OF SECTION

NOTICE TO AWARDING AUTHORITIES

- ☆ The enclosed wage schedule applies only to the specific project listed at the top and will be updated for any public construction project lasting longer than one (1) year.
- ☆ You should request an updated wage schedule from the Division of Occupational Safety if you have not opened bids or selected a contractor within 90 days of the date of issuance of the enclosed wage schedule.
- ☆ The wage schedule shall be incorporated in any advertisement or call for bids for the project for which it has been issued.
- ☆ Once a contractor has been selected by the awarding authority, the wage schedule shall be made a part of the contract for that project.

NOTICE TO CONTRACTORS

- ☆ The enclosed wage schedule, and any updated schedule, must be posted in a conspicuous place at the work site during the life of the project.
- ☆ The wages listed on the enclosed wage schedule must be paid to employees on public works projects regardless of whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- ☆ The enclosed wage schedule applies to all phases of the project including the final clean-up. Contractors whose only role is to perform final clean-up must pay their employees according to this wage schedule.
- ☆ All apprentices must be registered with the Massachusetts Division of Apprentice Training in order to be paid at the reduced apprentice rates. If a worker is not registered with the Division of Apprentice Training, they must be paid the “total rate” listed on the wage schedule regardless of experience or skill level. For further information, please call (617) 727-3486 or write to the Division of Apprentice Training, 399 Washington Street, 4th Floor, Boston, MA 02108

WEEKLY PAYROLL RECORDS REPORT & STATEMENT OF COMPLIANCE

In accordance with Massachusetts General Law c.149, §27B, a true and accurate record must be kept of all persons employed on the public works project for which the enclosed rates have been provided. A Payroll Form has been printed on the reverse of this page and includes all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the contract.

In addition, every contractor and subcontractor is required to submit a copy of their weekly payroll records to the awarding authority. This is required to be done on a weekly basis. Once collected, the awarding authority is also required to preserve those records for three years.

In addition, each such contractor, subcontractor or public body shall furnish to the Department of Labor & Workforce Development/Division of Occupational Safety within fifteen days after completion of its portion of the work a statement, executed by the contractor, subcontractor or public body who supervises the payment of wages, in the following form:

STATEMENT OF COMPLIANCE

_____, 2019

I, _____,

(Name of signatory party) (Title)

do hereby state:

That I pay or supervise the payment of the persons employed by

_____ on the _____

(Contractor, subcontractor or public body)

(Building or project)

and that all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said project have been paid in accordance with wages determined under M.G.L. c149, §§26-27.

Signature _____

Title _____

DIVISION OF OCCUPATIONAL SAFETY, 399 WASHINGTON STREET, TH FL., BOSTON, MA. 02108

Example Certified Payroll Report Form
<https://www.mass.gov/files/documents/2017/10/24/pw-payroll%285%29.pdf>

MASSACHUSETTS WEEKLY CERTIFIED PAYROLL REPORT FORM



Company's Name:		Address:		Phone No.:		Payroll No.:												
Employer's Signature:		Title:		Contract No.:	Tax Payer ID Number	Work Week Ending:												
Awarding Authority's Name:		Public Works Project Name:		Public Works Project Location:		Min. Wage Rate Sheet Number												
General / Prime Contractor's Name:		Subcontractor's Name:		"Employer" Hourly Fringe Benefit Contributions														
Employee Name & Complete Address	Work Classification:	Employee is OSHA 10 certified (7)	Appr. Rate (%)	Hours Worked							Project Hours (A) All Other Hours	Hourly Base Wage (B)	Health & Welfare Insurance (C)	ERISA Pension Plan (D)	Supp. Unemp. (E)	Total Hourly Prev. Wage (F)	Project Gross Wages (A x F)	Check No. (H)
				Su.	Mo.	Tu.	We.	Th.	Fr.	Sa.								

Are all apprentice employees identified above currently registered with the MA DLS's Division of Apprentice Standards? YES NO
 For all apprentices performing work during the reporting period, attach a copy of the apprentice identification card issued by the Massachusetts Department of Labor Standards / Division of Apprentice Standards. No apprentices are identified above

NOTE: Pursuant to MGL c. 149, s. 27B, every contractor and subcontractor is required to submit a **true and accurate** copy of their certified weekly payroll records to the awarding authority by first-class mail or e-mail. In addition, each weekly payroll must be accompanied by a statement of compliance signed by the employer. Failure to comply may result in the commencement of a criminal action or the issuance of a civil citation.

Page _____ of _____ Date Received by Awarding Authority
/ /

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DIVISION 1 GENERAL REQUIREMENTS

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01572	Uniformed Police Officers
01610	Product Handling
01700	Contract Closeout

SECTION 01010
SUMMARY OF WORK

PART 1 GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS

- A. The proposed project entails to reconstruct an existing four-way intersection into a single lane roundabout. The new roundabout has been designed and approved to meet Massachusetts's Department of Transportation's Standard Details, Construction Specifications. The existing roadways of Route 140, Forbes Boulevard, Foxborough Boulevard and the Forbes Crossing development entrance will be reconfigured to improve pedestrian and traffic patterns in the area.
- B.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

END OF SECTION

SECTION 01019

DRAWINGS

PART 1 GENERAL

1.1 DESCRIPTION

A. Bid Documents:

1. Documents may be obtained through the TOWN OF FOXBOROUGH Highway Department. The Contract Documents can be obtained at the Town's Website http://www.foxboroughma.gov/Pages/FoxboroughMA_Highway/index

B. The Contract Drawings may be modified by addenda and shall be issued for construction purposes.

1. These Drawings may be supplemented or superseded by such additional general and detail drawings as may be necessary and desirable as the work progresses.
2. The Drawings issued for construction at that time or after the signing of the Contract Documents shall become the Contract Drawings.

C. Dimensions:

1. Except where noted, the Drawings are made to scale, but all working dimensions shall be taken from the figured dimensions or by actual measurements at the work, and in no case by scaling the prints.
2. The Contractor shall study and compare all Drawings and verify all figures before laying out or constructing the work and shall be responsible for any and all errors in the Contract work which might have been avoided thereby.
3. The Contractor shall take all measurements of existing established conditions notwithstanding the figured dimensions on the Drawings.
4. When figured dimensions are not in agreement with the Contractor's measurements, the Engineer shall be immediately notified and the Engineer will promptly adjust the same.
5. Whether or not an error is believed to exist, deviations from the Drawings and the dimensions given thereon shall be made only after approval in writing is obtained from the Engineer.

D. Diagrammatic Drawings:

1. Plans or Drawings where the work is shown diagrammatically indicate approved working systems. Every piece of material, fittings, fixtures or small equipment is not shown, nor every difficulty or interference that may be encountered to carry out the true intent and purpose of the Contract Documents.
2. All necessary parts to make complete, approved working systems or installation shall be included as if detailed on these Drawings.
3. The location of pipe lines and appurtenances shown on the Drawings, unless exactly dimensioned, shall be considered as approximate only.
4. The Contractor shall adjust the position of the pipe lines and appurtenances in accordance with good working practices to meet interferences provide proper clearance and provide proper access space for operation and maintenance.

E. Typical Details:

1. Where shown on the Drawings, typical details shall apply to each and every item of the Contract work where such items are incorporated and the detail is applicable.
2. Unless noted otherwise, such typical details shall be applicable in full.

F. Copies of Drawings Furnished:

1. The Engineer shall furnish the Contractor, without charge, up to six copies of the Drawings
2. -and Specifications for execution of the Contract work.
3. Additional copies will be furnished at the Contractor's expense when requested, except that any copies of available plans and specifications returned from the bidders in good condition will be furnished to the Contractor without charge.
4. All Drawings and Specifications are the property of the Owner.
5. The Contractor shall return all copies if so requested.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 EXISTING AND ADJACENT CONDITIONS

3.2 Wherever existing conditions or construction not required as part of the work of the Contract are shown, they are so shown as a source of information only. The Engineer, while believing such information is substantially correct, assumes no responsibility thereof.

1. Before starting any work that might be affected by such existing construction or conditions, the Contractor shall have made himself familiar with all conditions affecting the nature and manner of performing the work, and shall not be entitled to any extra compensation for any work or expense arising from or caused by his neglect to have verified all existing conditions and requirements.

3.3 DISCREPANCIES

- A. If the Contractor, during the progress of the work, discovers any discrepancies between the Drawings and the Specifications, any errors or omissions on the Drawings, or any discrepancies between the physical condition of the Work and the Drawings, then the Contractor shall immediately notify the Engineer, who will promptly adjust the same. Any work performed after such discovery without the approval of the Engineer, shall be at the risk and expense of the Contractor.

END OF SECTION

SECTION 01020

ALLOWANCES

PART 1 GENERAL

- 1.1 Bid Item No. 597 “ Edging Removed and Discarded”
 - A. Contractor to include coordination with the Town of Foxborough for pickup of the stockpiled edging. Contractor to assume the Town of Foxborough DPW will provide means and methods for transportation said edging.
- 1.2 Temporary Traffic Control Phasing
 - A. Contractor may be required to mobilize, demobilize, and remobilize various times throughout the project. This shall be incorporated into the bid price for Refer to Temporary Traffic Control Plans 1 through 5 for Traffic Control Notes, Sequencing Notes and subsequent Traffic Management Plan and Details.
- 1.3 Landscape Area Quality Assurance
 - A. Contractor to provide project allowance and means and methods for insuring the care of landscaping per the requirements of the approved plans and specification (watering and maintenance) during the contractor guarantee period of time.
- 1.4 Winter Operations
 - A. Contractor to provide project allowance for winter maintenance of project area.

END OF SECTION

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.1 DESCRIPTION

- A. The purpose of this Section is to define the method of measurement and payment for each of the unit prices or lump sums listed in the Bid Proposal. If no bid item appears in the Bid Proposal for any of the following described items, no work of that description is anticipated on the project.
1. The Contractor shall thoroughly review the work required for each payment item.
 2. The Contractor shall have included in his various bid items, an amount to cover costs for additional work which may be necessary, to construct the water mains in the close proximity of underground facilities, services, poles and other facilities which may exist.
 3. The discovery of an underground facility during the construction, not shown on the Contract Drawings shall not constitute automatic initiation of a change order. The additional work to cross or pass this underground facility must be substantial for consideration for additional payment.
 - a. The word "substantial" as used above shall mean that an additional amount of work is required, beyond the work that is normally required in the crossing or paralleling of an underground facility.

1.2 RELATED WORK

- A. Documents affecting the work of this Section include General Conditions, Supplementary Conditions, and all Divisions of these Specifications.

1.3 TRENCH PAYMENT LIMITS

- A. The measurements for trench payment limits shall be used for the volume of computing excavation below grade and trench related items.
1. Trench limits in earth and rock shall be measured within vertical lines. The measured lines shall not exceed a width equal to the outside pipe diameter, plus three (3) feet.
 2. Grade shall be measured vertically from the surface of the existing ground to a maximum point of six (6) inches below the bottom of the pipe, for trenches in earth.
 - a. In trenches where rock is encountered, grade shall be one (1) foot below the bottom of the pipe.
 3. In paved roadways the trench width at the roadway surface, to a depth of twelve (12) inches below the surface shall not exceed a width of six (6) feet.
 4. If the Owner orders additional width beyond the above-specified limits, or below grade excavation, the width or depth ordered will be considered for payment, as will the refill material.

1.4 TRENCH BRACING AND SUPPORT

All costs for furnishing, installing and removing sheeting, bracing, or the use of a steel support box shall be included in the various pipe laying items.

1.5 PIPE BEDDING

- A. Measurement taken for Pipe Bedding shall be by the ton for reasonably dry material as delivered to the site and which is subsequently placed. The Contractor shall furnish the Engineer with receipts from the plant showing the weight of each load of reasonably dry sand material which is furnished and placed, however the Engineer reserves the right to adjust the payment in the event the volume of material is either not entirely used, and/or the material is excessively wet, and/or the shipment has arrived on the site as already partially used.

1.6 SURPLUS MATERIAL

- A. All costs for stockpiling, loading, hauling, and legal disposing of surplus material shall be included in the various pipe laying items.

1.7 DEWATERING

- A. All costs for furnishing, installing and operating a dewatering system shall be included in the contractors cost of during the scope of work. No paid extra will be allowed for dewatering.

1.8 EXCESS EXCAVATED MATERIAL

- A. All costs for transporting, placing, and compacting excess material obtained within this Contract shall be included in Item No. 4 – General Excavation.

1.9 DENSE GRADED CRUSHED STONE, BANK-RUN SAND, AND GRAVEL

- A. Measurement taken for Dense Graded Crushed Stone shall be by the ton for reasonably dry material as delivered to the site and which is subsequently placed. The Contractor shall furnish the Engineer with receipts from the plant showing the weight of each load of reasonably dry dense graded material which is furnished and placed, however the Engineer reserves the right to adjust the payment in the event the volume of material is either not entirely used, and/or the material is excessively wet, and/or the shipment has arrived on the site as already partially used.

1.10 RESTORATION OF DAMAGED AREAS

- A. The homeowner shall be responsible for site restoration. The homeowner shall remove and/or replace trees, walks, walls, ornamental items, etc. within the limits of work. The limit of work shall be defined as 5-feet on either side of the existing curb box on private property. The Contractor will be responsible for loam and seed and/or driveway/pavement trench restoration only. Contractor is responsible for restoring all disturbed areas beyond the limit of work.
- B. All public or private monuments, iron pipes or other types of property line and geodetic markers damaged or disturbed by operations under this Contract shall be reset by a licensed land surveyor - all at no additional cost to the Owner. All other work, under this Section, shall not be paid separately, but shall be considered incidental to the work and included in the unit price and lump sum items.

1.11 UNIFORMED POLICE OFFICERS

- A. Measurement and payment for traffic persons shall be at hourly rate for the Police Department
- B. The Police Department will bill the Contractor directly.
- C. Traffic persons ordered by the Contractor for his convenience or unforeseen problems which are not part of the original project, shall be paid at his own expense.

- D. The Contractor is responsible for contacting the Police Department a minimum of 1 hour prior to any cancelation of work scheduled. If no cancellation is made to dispatch the contractor will pay the 4 hour minimum.
- E. Uniformed Police Officers required for purposes other than public safety and/or control of traffic shall not be eligible for reimbursement of payment. No payment will be made for overtime traffic persons unless emergency conditions exist. If the Contractor elects to work more than eight (8) hours in one day, or more than forty (40) hours in one week, he shall assume all such costs and will not be reimbursed under any bid item. However, if the Owner approves emergency overtime, the Owner shall pay the Police Department directly for services rendered.

1.12 TRAFFIC REGULATION

- A. There shall be no separate measurement or payment for the work performed under Section 01570 – Traffic Regulation. All costs for furnishing lighted barricades and traffic protection devices and for labor, equipment and services involved in the erecting, maintaining, moving, adjusting, relocating and storing of signs, flashers, lights, barricades, traffic cones, traffic delineators and other devices furnished by the Contractor, as well as the cost of all labor and equipment involved in the maintenance of traffic lanes and detours ordered or included in the approved scheme for maintenance of traffic shall be included in the unit price bid for Item No. 21.

1.13 MEASUREMENT OF QUANTITIES

- A. The quantities of the various items of work performed shall be determined, for purposes of progress and final payment, by the Contractor and reviewed by the Engineer.
- B. The method of measurements to be used in the determination of quantities of the work of this Contract shall be as specified in this Section.
 - 1. Area Measurements
 - a. Unless otherwise specified, measurement for area computations shall be made along the surface and taken to the nearest half (1/2) foot.
 - 2. Linear Measurements
 - a. All items such as pipe, service tubing, and curbing, etc., shall be made along the alignment of the item, at the surface, and taken to the nearest foot.
 - 3. Volume Measurements - In figuring volumes, the following shall apply:
 - a. Excavation Below Grade: Measurements shall be taken to the grade actually excavated as ordered, and within the trench payment limits specified in this Section.
 - b. Test Pits: Measurements shall be taken to the lines and grade actually excavated.
 - c. Rock and Boulder: Only boulders greater than one (1) cubic yard in volume and rock as defined in Section 02227, shall be measured for payment. Measurements shall be taken to the lines and grades as specified, in the trench payment limits in this Section.
 - 4. Weight Measurements: Measurement for fittings shall be measured for payment by the pound excluding weight of accessories such as bolts, nuts, glands, and gaskets.
 - 5. Lump Sum: The term “lump sum” when used as a unit of payment, shall mean complete payment for the work described in the Contract Documents.
 - a. Measurement for temporary bypass piping shall be lump sum and shall include all piping and services along the water main route. Piping and services used to connect the temporary bypass pipe to existing hydrants, mains, or houses off side streets or beyond the limits shown on the drawings shall not be measured for payment.
 - 6. Per Each: The term “per each” when used as a unit of payment, shall mean complete payment for each unit furnished and installed, completed and accepted, as described in the Contract Documents.
 - 7. Ton: When used as a pavement payment item, shall be arrived at by the following method:
 - a. Payment shall be calculated by measurements of the surface area, within the payment limits, by square yards, times the depth of the pavement, times a factor of .056, for a conversion to ton basis.
 - b. A five (5) percent service factor shall be allowed if a comparison between measurements and delivery slips indicate that additional material was placed. If a comparison between delivery slips and measurements indicate less material was placed, the slip quantity shall be used for payment. The Contractor shall submit to the Engineer, one (1) copy of the certified weight slips for all asphaltic concrete used in the Work.

1.14 BITUMINOUS ASPHALT CONCRETE PAVEMENT

A. MEASUREMENT

1. No separate measurement shall be made for cutting of existing pavement, cutting of edges, tack coating, backfilling, compaction, preparation of subgrade; furnishing and installing additional gravel base course; or disposal of materials.
2. No separate measurement shall be made for furnishing and installing reflectorized pavement markings and the removal and resetting of manhole frames, gate boxes, catch basins, and private utility castings.

1.15 DUST CONTROL

A. MEASUREMENT

1. All costs for furnishing, stockpiling, hauling, placing, and spread materials required for dust control (i.e. calcium chloride, water) shall be included in the various pipe-laying items.

END OF SECTION

SECTION 01027

APPLICATION FOR PAYMENT

PART 1 GENERAL

1.1 DESCRIPTION

- A. Work Included: Comply with procedures described in this Section when applying for progress payment and final payment under this Contract.

1.2 RELATED WORK

- A. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these specifications.
- B. Progress payments are described in the General Conditions.
- C. Payments upon Substantial Completion and Completion of the Work are described in the General Conditions.

1.3 QUALITY ASSURANCE

- A. Prior to start of construction, secure the Engineer's approval of the Schedule of Values required to be submitted under Section 01026, Schedule of Values.
 - 1. During progress of the Work, modify the Schedule of Values as approved by the Engineer to reflect changes in the Contract Sum due to change orders or other modifications to the Contract.
 - 2. Base requests for payment on the approved Schedule of Values.

1.4 SUBMITTALS

- A. Informal Submittal: Unless otherwise directed by the Engineer;
 - 1. Make an informal submittal of Request for Payment by filling in, with erasable pencil, pertinent portions of AIA Document G702, "Application and Certificate for Payment," plus continuation sheet or sheets.
 - 2. Make this preliminary submittal to the Engineer at the end of each month.
 - 3. Revise the informal submittal of Request for Payment as agreed, between both parties, initialing all copies.
- B. Formal Submittal: Unless otherwise directed by the Engineer;
 - 1. Make formal submittal of Request for Payment by filling in the agreed data, by typewriter or neat lettering in ink, on AIA Document G702, "Application and Certificate for Payment", plus continuation sheet or sheets.
 - 2. Sign and notarize the Application and Certificate for Payment.
 - 3. Submit the original of the Application and Certificate for Payment, plus six (6) identical copies of the continuation sheet or sheets, to the Engineer.
 - 4. The Engineer shall compare the formal submittal with the approved informal submittal and when approved, shall sign the Application and Certificate of Payment, will make required copies and will distribute:
 - a. Two copies to Contractor
 - b. Two copies to Owner
 - c. Two copies to Engineer's file
- C. Contractor shall separate out material costs plus markup for tubing and fittings.

PART 2 PRODUCTS (Not Applicable).

PART 3 EXECUTION (Not Applicable).

END OF SECTION

SECTION 01050

FIELD ENGINEERING

PART 1 GENERAL

1.1 DESCRIPTION

- A. Work included: Provide such field engineering services as are required for proper completion of the work including, but not necessarily limited to:
 - 1. Establishing and maintaining lines and levels.
 - 2. Structural design of shores, forms, and similar items provided by the Contractor as part of his means and methods of construction.

1.2 RELATED WORK

- A. Documents affecting work of this section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
- B. Additional requirements for field engineering may also be described in other Sections of these Specifications.

1.3 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for the proper performance of the work of this Section.

1.4 PROCEDURES

- A. In addition to procedures directed by the Contractor for proper performance of the Contractor's responsibilities:
 - 1. Locate and protect control points before starting work on the site.
 - 2. Preserve permanent reference points during progress of the work.
 - 3. Verification of all reference points.
 - a. If a discrepancy is found, promptly notify the Engineer.
 - 4. Promptly advise the Engineer when a reference point is lost or destroyed, or requires relocation because of other changes in the Work.
 - a. Upon direction of the Engineer, require the Field Engineer to replace reference stakes or markers.
 - b. Locate such replacements according to the original survey control.

1.5 SURVEY REQUIREMENTS

- A. Contractor shall establish a minimum of two permanent benchmarks on site; referenced to data established by survey control points.
- B. Contractor to establish and maintain control lines and levels. Locate and lay out by instrumentation and similar appropriate means:
 - 1. Site improvements, including pavements, stakes for grading, fill and topsoil placement, utility locations, slopes, and invert elevations.
 - 2. Grid or axis for structures.
 - 3. Building foundation, column locations, and floor elevations.
 - 4. Controlling lines and levels required for mechanical and electrical trades.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

END OF SECTION

SECTION 01092

ABBREVIATIONS

PART 1 GENERAL

1.1 DESCRIPTION

- A. Listing of Abbreviations: The listing of abbreviations in this Specification Section represent the Standard Organization named.
- B. Related Work:
 - 1. Documents affecting work of this section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
 - 2. All related Specification Sections shall be used in conjunction with this Section.

1.2 QUALITY ASSURANCE

- A. For products or workmanship specified by association, trade, or Federal Standards, comply with requirements of the Standard, except when more stringent requirements are specified or are required by applicable codes.
- B. Conform to reference standard by date of issue current on date for receiving bids.

1.3 LISTING OF STANDARD ORGANIZATIONS AND THEIR ABBREVIATIONS

AA	Aluminum Association
AAN	American Association of Nurserymen
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
ACPA	American Concrete Pipe Institute
ADC	Air Diffusion Council
AGA	American Gas Association
AGCA	Associated General Contractors of America
AHDGA	American Hot Dip Galvanizers Association
AI	Asphalt Institute
AIA	American Institute of Architects
AISC	American Institute of Steel Constructors
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute
APA	American Plywood Association
API	American Petroleum Institute
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating, and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society of Testing and Materials
AWPA	American Wood Preservers Association
AWS	American Welding Society
AWWA	American Water Works Association
BIA	Brick Institute of America
CRSI	Concrete Reinforcing Steel Institute
CSA	Canadian Standards Association
DCAM	Comm. of Massachusetts Division of Capital Asset Management
DEP	Department of Environmental Protection
DHI	Door and Hardware Institute
DIPRA	Ductile Iron Pipe Research Association
DPW	Department of Public Works
EJCDC	Engineers Joint Contract Documents Committee
EPA	Environmental Protection Agency

FM	Factory Mutual
Fed. Spec.	Federal Specification HI Hydraulic Institute
IEEE	Institute of Electrical and Electronics Engineers
ISA	Instrument Society of America
ISO	International Standards Organization
MassDOT	Massachusetts Department of Transportation
MIA	Masonry Institute of America
MIL.	Military Specification
MSBC	Massachusetts State Building Code
MSS	Manufacturers Standardization Society of the Valve and Fitting Industry
NAAMM	National Association of Architectural Metal Manufacturers
NCMA	National Concrete Masonry Association
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NRCA	National Roofing Contractors Association
NSPC	National Standard Plumbing Code
OSHA	Occupational Safety and Health Administration
PCA	Portland Cement Association
PCI	Prestressed Concrete Institute
PPI	Plastic Pipe Institute
PS	Product Standards of the National Bureau of Standards
SDI	Steel Door Institute
SIGMA	Sealed Insulating Glass Manufacturers Association
SMACNA	Sheet Metal and Air Conditioning Contractors National Association
SPI	Society of the Plastics Industry
SSPC	Steel Structures Painting Council
TCA	Tile Council of America
TPI	Truss Plate Institute
UL	Underwriters Laboratories

END OF SECTION

SECTION 01100

SPECIAL PROJECT PROCEDURES

PART 1 GENERAL

1.1 DESCRIPTION

- A. The Work of this section consists of special project procedures during construction including:
 - 1. Construction Sequence
 - 2. Permits
 - 3. Contractor's Emergency Service
 - 4. Protection of Underground Utilities and Damages Thereto
 - 5. Disposal of Excavated Pipe and Construction Debris
 - 6. Groundwater Conditions
 - 7. Pavement Schedule
 - 8. Police Details
 - 9. Borrow
 - 10. Restoration
 - 11. Delivery of Materials
 - 12. Contractor's Responsibilities

PART 2 MATERIALS (Not Applicable)

PART 3 EXECUTION

3.1 CONSTRUCTION SEQUENCE

- A. The construction sequence will be established at the preconstruction conference. Contractor to provide an amended Sequence of Construction prior to the start of Construction pending the preconstruction conference. Contractor shall have complete responsibility for the Work and the protection thereof, and for preventing injuries to any persons and damage to the Work and property and utilities on or about the Work, until final completion and final acceptance thereof. The Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures for construction.
- B. Contractor is responsible for notifying State, and Local officials in writing at least 48 hours in advance of shutdowns and start of work .
- C. The Contractor shall schedule work to avoid conflicts with school buses and emergency vehicles.

3.2 PERMITS

- A. The Contractor is required to obtain construction permits above permits received to date in order to carry out the scope of work. The cost of the permits to be obtained shall be included under the mobilization pay item.

3.3 CONTRACTOR'S EMERGENCY SERVICE

- A. Any Contractor whose place of business is located beyond the vicinity of the site of the Work and who does not maintain local headquarters 24 hours a day must provide the following:
 - 1. Make satisfactory arrangements with the Owner to service emergencies or complaints which may occur at night, over the weekend, or when the job is shut down. If he does not, the Owner may make arrangements and the cost will be charged to the Contractor.
- B. Before the final estimate is certified for payment, the Contractor shall make similar arrangements to cover the guarantee period.

3.4 PROTECTION OF UNDERGROUND UTILITIES AND DAMAGES THERETO

- A. The Contractor shall notify all utility companies of his operations sufficiently in advance of construction and take all measures necessary to avoid damage or undue interruption to the utilities' normal services.
- B. Where directed, or permitted at the Contractor's request, the Contractor shall dig test pits to locate the various underground facilities.
 - 1. Size of test pit and method of payment shall be as specified in Section 02015 of these Specifications.
- C. The Contractor shall pay, at no additional expense to the Owner, all costs associated with:
 - 1. Protecting and supporting underground utilities.
 - 2. Repairing, replacing, or relocating underground utilities which are damaged by the Contractor's operations.
 - 3. Temporarily or permanently relocating underground facilities for the Contractor's convenience.
- D. The Contractor shall take all prudent steps to make himself aware of the physical condition of the existing underground utilities expected to be encountered.
 - 1. Claims by the Contractor for repair of damages alleged to be the result of the physical condition or faulty installation workmanship of the existing underground facilities, outside of the specified trench width, will in general not be considered by the Owner for extra work payment.
 - 2. For such underground facilities within the specified trench width, claims will be considered if, in the opinion of the Engineer, such damage was unavoidable.

3.5 DISPOSAL OF EXCAVATED PIPE AND CONSTRUCTION DEBRIS

- A. The Contractor shall contact the Department of Environmental Protection, Division of Solid Waste, for approval of the demolition waste landfill chosen for disposal of the excavated pipe and construction debris. All excavated pipe and construction debris shall be disposed legally by the Contractor at no expense to the Owner.

3.6 GROUNDWATER CONDITIONS (SEE SECTION 01025 SUBTITLE 1.7 DEWATERING)

3.7 PAVEMENT SCHEDULE

- A. See Approved Plans for limits of pavement, specifications, cross sections and details for all phases of work.

3.8 POLICE DETAILS

- A. Prior to the start of construction, the Owner and Contractor shall meet with FOXBOROUGH Police Department. It is the Contractor's responsibility to cancel any details directly with the Police Department a minimum of 1 hour prior to scheduled start of work.
- B. The Contractor shall submit a formal traffic plan on drawings with schedules to the Town for review prior to the start of construction. All costs associated with the preparation and submittal of the traffic plan shall be included in the unit price bid for the various pipe laying items as outlined in Section 01025 – Measurement and Payment.
- C. The Town of Foxborough will pay for all construction related police details

3.9 BORROW (ORDINARY, GRAVEL AND FOR BACKFILLING STRUCTURES AND PIPES)

- A. The Contractor's attention is directed to the borrow bid items for Ordinary Borrow, Gravel Borrow, and Gravel Borrow for Backfilling Structures and Pipes. Contractor shall install borrow as designated by the contract documents and through MassDOT Construction Specifications and Details.

3.10 RESTORATION

- A. All disturbed areas by the contractor including pavement, curbs, walkways, and landscape areas ,shall be replaced in kind throughout the project area.

3.11 DELIVERY OF MATERIALS

- A. Contractor to coordinate the delivery of materials within the project limits as required.

3.12 CONTRACTOR'S RESPONSIBILITIES

- A. Contractor may be required to mobilize, demobilize, and remobilize various times throughout the project. This shall be incorporated into the bid price for Refer to Temporary Traffic Control Plans 1 through 5 for Traffic Control Notes, Sequencing Notes and subsequent Traffic Management Plan and Details.
- B. The homeowner shall be responsible for site restoration of abutting properties. Contractor is responsible for restoring all disturbed areas beyond the limit of work.
- C. Communication between the Contractor, the Owner, the Engineer, and homeowners is of the utmost importance in this project. Contractor shall carry the costs of all communications in the bid prices.
- D. Contractor is responsible for flushing out drainage lines at the end of project completion.

END OF SECTION

SECTION 01200

PROJECT MEETINGS

PART 1 GENERAL

1.1 DESCRIPTION

A. Preconstruction Conference:

1. The Contractor shall not commence work until a conference has been held at which representatives of the Contractor, Engineer, and Owner are present. The preconstruction conference will be arranged by the Engineer.
2. The sequence of construction will be established during the preconstruction conference.

B. Progress Meetings: Conference:

1. The Contractor shall be available for progress meetings during construction if so required by the Town of Foxborough, and MassDOT.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

END OF SECTION

SECTION 01300

SUBMITTALS

PART 1 GENERAL

1.1 DESCRIPTION

- A. Work Included: Make submittals required by the Contract Documents, and revise and resubmit as necessary to establish compliance with the specified requirements.

1.2 RELATED WORK

- A. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, MASSDOT Standard Details and Specifications, Division 2 Special General Requirements located within this Project Manual.
1. Individual requirements for submittals also may be described in pertinent Sections of these Specifications.
- B. Work Not Included:
1. Submittals which are not required shall not be reviewed by the Engineer.
 2. The Contractor may require his subcontractors to provide drawings, diagrams and similar information to help coordinate the Work, but such data shall remain between the Contractor and his subcontractors and will not be reviewed by the Engineer unless specifically called for within the Contract Documents.

1.3 SHOP DRAWINGS AND SAMPLES

- A. The Contractor shall submit to the Engineer for review all shop drawings, catalog cuts, setting schedules, and such other drawings as may be necessary for the prosecution of the work in the shop and in the field as required by the Contract Documents.
1. Submittals which are incomplete or difficult to read shall be rejected.
 2. Deviations from the Contract Documents shall be called to the attention of the Engineer at the time of the first submission of shop drawings and other drawings for consideration.
 3. The Engineer's review of any drawings shall not release the Contractor from responsibility for such deviations.
 4. Shop drawings shall be submitted with such promptness as to cause no delay in his work or the work of any other Contractor.
 5. Schedules for reinforcing steel shall receive the Contractor's immediate attention, upon award of Contract.
- B. When submitted for the Engineers' review, all shop drawings shall bear the Contractor's certification that he has reviewed, checked and approved the shop drawings, that they are in compliance with the requirements of the Contract Documents, and that he has verified all field measurements and construction criteria, materials, catalog numbers and similar data.
- C. All samples called for in the Specifications or required by the Engineer shall be furnished by the Contractor and shall be submitted to the Engineer for his review.
1. Samples shall be furnished so as not to delay fabrication, and to allow the Engineer reasonable time for the consideration of the samples submitted.
- D. Checking of submittals is only for general conformance with the design concept of the project and general compliance with the information given in the Contract Documents.
1. Any action shown is subject to the requirements of the Contract Documents.
 2. Contractor is responsible for: dimensions which shall be confirmed and correlated at the job site; fabrication processes and techniques of construction; coordination of his work with that of all other trades; and the satisfactory performance of his work.
- E. The Contractor may only proceed with fabrication and construction for items on returned submittals marked "No

Exception Taken" or "Make Corrections as Noted."

1. Resubmit submittals if marked "Rejected," "Revise and Resubmit" or "Submit Specified Item".

F. The Contractor shall furnish such samples of material as may be required for examination and test.

1. All samples of materials for tests shall be taken according to ASTM Specifications or as provided in the Contract Documents.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

END OF SECTION

SECTION 01310

CONSTRUCTION SCHEDULES

PART 1 GENERAL

1.1 SUMMARY

- A. To assure adequate planning and execution of the work so that the Work is completed within the number of calendar days allowed in the Contract, and to assist the Engineer in appraising the reasonableness of the proposed schedule and in evaluating progress of the Work, prepare and maintain the schedules and reports described in this Section.

1.2 RELATED WORK

- A. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, MASSDOT Standard Details and Specifications, Division 2 Special General Requirements located within this Project Manual.
 - 1. Construction period: Contract Agreement
 - 2. Project has submitted to MassDOT a Work Hour Request for long term setups between the hours of 7:00 AM and 5:00 PM, Monday through Saturday. See Appendix B MassDOT Work Hour Change Request
- B. Definitions:
 - 1. "Day," as used throughout the Contract unless otherwise stated, means "calendar day."

1.3 QUALITY ASSURANCE

- A. Employ a scheduler who is thoroughly trained and experienced in compiling construction schedule data and in preparing and issuing periodic reports as required by this Specification.
- B. Perform data preparation, analysis, charting and updating in accordance with standards approved by the Engineer.
- C. Reliance upon the approved schedule:
 - 1. The construction schedule as approved by the Engineer shall be an integral part of the Contract and shall establish interim completion dates for the various activities under the Contract.
 - 2. Should any activity not be completed within 15 days after the stated scheduled date, the Engineer may request the reason for the delay in schedule from the Contractor. The Contractor shall supply the requested information and the steps which he intends to take to get back on schedule.
 - 3. It is expressly understood and agreed that failure by the Engineer to exercise the option either to order the Contractor to expedite an activity or to expedite the activity by other means shall not be considered to set a precedent for any other activities.

1.4 SUBMITTALS

- A. Comply with pertinent provisions of Section 01300.
- B. Preliminary Analysis: Within ten (10) calendar days after the Contractor has received the Owner's Notice to Proceed, submit four (4) prints of a preliminary construction schedule to Owner and Engineer.
- C. Construction Schedule: Within thirty (30) calendar days after the Contractor has received the Owner's Notice to Proceed submit a Critical Path Method (CPM) network and a computer generated print out of a construction schedule prepared in accordance with Part 2 of this Section to Owner and Engineer.
- D. Periodic Reports: See paragraph 2.2B of this Section.

PART 2 PRODUCTS

2.1 CONSTRUCTION ANALYSIS

- A. Supplemental to the critical path schedule, the Contractor shall provide a detailed work schedule, projected at least a month in advance. The implementation of the work schedule and the coordination required shall constitute the basic agenda of the coordination and planning meetings.
- B. The order of new construction shall be discussed with the Engineer well in advance of the contemplated construction and the intended schedule shall meet with his approval. The Contractor, prior to starting work, shall submit to the Engineer a written description of the methods he plans to use in doing the work, including any necessary plans depicting the proposed details as well as a schedule of expected dates for beginning and completing the various buildings, structures and appurtenances which make up the work. Work shall not commence on a given portion of the project until the schedule for that portion (and preferably the entire schedule) has been approved by the Engineer. The Contractor shall be required to update this schedule periodically as necessary.
- C. A guideline CPM network shall be submitted for approval to include the following items: A feasible plan to complete the project within the time specified in this contract; Mandatory milestone dates - Milestones shall be designated in the guideline CPM network by asterisks; Calendar dates will be substituted when the construction start date is established.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. This schedule shall include a Critical Path Network and a computer generated print out. The schedule shall account for all subcontracts in addition to the work of the Contractor.
- B. The network shall be provided in the form of a time scaled schedule. The computer printout shall include as a minimum, the earliest starting, earliest finish, latest starting, latest finish dates, and the total float for each activity. The Contractor shall update (monitor) and run the schedule at least monthly and shall submit to the Engineer both the network and computer printout, both in duplicate, at the same time the pay estimate is prepared. The schedule shall contain all of the items of the periodic estimate and pay schedule.

PART 3 EXECUTION

3.1 SCHEDULE AND UPDATES

- A. The monthly schedule update (monitoring) shall include the following items.
 - 1. Network: Activities that are completed or in process are to be identified on the network by contrasting heavy lines. Each activity and work done should be proportional to the percentage of progress achieved to date.
 - 2. Computer printout: The percentage progress status of each activity shall be shown on the computer printout. The percentage progress status will be used to support the Contractor's periodic pay estimate. Actual start and completion dates are to be included in the computer printout. All activities started and in process should be flagged in the computer printout.
 - 3. The Engineer reserves the right to modify any schedule as required to meet the prevailing conditions. Review of the work schedules by the Engineer shall not relieve the Contractor of responsibilities regarding specified project completion times and liquidated damages.

END OF SECTION

SECTION 01505

MOBILIZATION

PART 1 GENERAL

1.1 DESCRIPTION

- A. Work Includes: The transportation and storage of all equipment and materials necessary to the Work and the field offices.
- B. RELATED WORK
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 thru Division 3 of these Specifications.

PART 2 MATERIALS (Not Applicable)

PART 3 EXECUTION

3.1 STORAGE AREA

- A. It shall be the Contractor's sole responsibility to procure and maintain a suitable storage area for tools, materials, and equipment necessary to perform the work.
 - 1. The storage area obtained by the Contractor shall not obstruct or interfere with pedestrian or vehicular movement, and shall not occupy any space within the public right-of-way, except with specific permission from the Owner.
 - 2. The storage area shall be kept neat at all times.
 - 3. The Owner shall not be a party to negotiations related to acquisition of areas for storage or cleanup of the same (unless the storage area is on Owner's property), but reserves the right to inspect such area(s) for compliance with Town regulatory requirements.
 - 4. Contractor shall not use storage area for bulk storage of hazardous materials (e.g., gasoline, solvents, oil).

3.2 EQUIPMENT

- A. Contractor shall transport all equipment to the site, assemble the equipment as needed to proceed with the work and maintain the equipment as needed during the work.

END OF SECTION

SECTION 01545

PROTECTION OF PROPERTY

PART 1 GENERAL

1.1 DESCRIPTION

- A. Work Included: The Contractor shall provide all necessary protection of existing property to prevent any damage to property adjacent to the construction.

1.2 RELATED WORK

- A. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, MASSDOT Standard Details and Specifications, Division 2 Special General Requirements located within this Project Manual.

PART 2 MATERIALS (Not Applicable)

PART 3 EXECUTION

3.1 PROTECTION OF PROPERTY

- A. The Contractor shall, at his own expense, preserve and protect from injury all property either public or private along and adjacent to the line of work, and be responsible for and repair any and all damage and injury thereto, arising out of or in consequence of any act or omission of the Contractor.
 1. All existing pipes, culverts, poles, wires, fences, mailboxes, stone walls, curbs, bounds, etc., shall be temporarily removed, supported in place or otherwise protected from injury, and shall be restored to at least as good condition as that in which they were found immediately prior to the start of work.
 2. Lawns, shrubs, bushes, planting beds and decorative trees disturbed or damaged shall be restored to a condition equal to that found prior to the start of construction, either by temporary transplant or replacement in kind, except as otherwise indicated on the Drawings.
 3. Property, which has been damaged and replaced, shall be equal in quality and workmanship to the damaged property and shall be subject to the approval of the property owner.
 4. Branches, which interfere with construction, may be removed, only upon approval of the Tree Warden.
 - a. Limbs and branches shall be trimmed off neatly and cleanly, close to the trunk of the tree or to its main branch. The cut surfaces shall be coated with an approved tree wound coating.

END OF SECTION

SECTION 01567

ENVIRONMENTAL PROTECTION

PART 1 GENERAL

1.1 DESCRIPTION

- A. The work covered by this section of the specifications consists of furnishing all labor, materials, equipment and services, and performing all work required for the prevention of environmental pollution during and as a result of construction operations under this contract.
- B. The requirements set forth in this section of the specifications apply to any areas adjacent to wetlands, unless otherwise specifically stated.
- C. All work under this Contract shall be in accordance with the conditions stated herein and in the GENERAL CONDITIONS. The Order of Conditions issued by the local Conservation Commission apply to this Contract and all conditions and requirements shall be met by the Contractor.
- D. All erosion control devices shall be constructed or installed prior to beginning any form of excavation, grading, placement of materials, or general construction.
- E. Insofar as possible, construction activities shall be confined to those areas defined by the plans and specifications. All land resources within the project shall be preserved in their present condition or be restored to a condition after completion of construction at least equal to that which existed prior to work.
- F. The location of storage areas for equipment and/or materials shall be upon cleared portions of the job site or areas to be cleared, as approved.
- G. Adequate measures for erosion and sediment control such as the placement of baled hay or straw around the downstream perimeter of stockpiles shall be employed to protect any downstream areas from siltation.
- H. Any water that is pumped and discharged from an excavation shall be filtered by an approved method prior to its discharge into a receiving water or drainage system.
- I. The pumped water shall be filtered through baled hay, a vegetative filter strip or a vegetated channel to trap sediment occurring as a result of the construction operations. The vegetated channel shall be constructed such that the discharge flow rate shall not exceed a velocity of more than one foot per second. The sediment shall be cleared from the channel periodically.
- J. In order to trap sediment and to prevent sediment from clogging drainage systems, baled hay or straw shall be used as shown on the following detail(s) or as directed by the Owner. Care shall be taken to keep them from breaking apart. The bales should be securely staked to prevent overturning, flotation, or displacement. All deposited sediment shall be removed periodically.
- K. Where material or debris has washed or flowed into or has been placed in existing watercourses, ditches, drains, pipes or structures, such material or debris shall be entirely removed and satisfactorily disposed of during progress of the work, and the ditches, channels, drains, pipes, structures, and work shall, upon completion of the work, be left in a clean and neat condition.

PART 2 PRODUCTS

2.1 EROSION AND SEDIMENT CONTROL

- A. Contractor responsible for the means and methods for protecting sensitive environmental areas within the project limits. See project plans.

PART 3 EXECUTION

3.2 NOTIFICATION

- A. The Owner will notify the Contractor in writing of any non-compliance with the foregoing provisions. The Contractor shall, after receipt of such notice, immediately take corrective action. Such notice, when delivered to the Contractor or his authorized representative at the site of the work, shall be deemed sufficient for the purpose. If the Contractor fails to act promptly, the Owner may order stoppage of all or part of the work until satisfactorily corrective action has been taken. No claim for an extension of time or for excess costs or damage incurred by the Contractor as a result of time lost due to any stop orders shall be made unless it was later determined that the Contractor was in compliance.

3.3 AREAS OF CONSTRUCTION ACTIVITY

- A. Insofar as possible, the Contractor shall confine his construction activities to those areas defined by the plans and specifications. All land resources within the project boundaries under this contract shall be preserved in their present condition or be restored to a condition after completion of construction at least equal to that which existed prior to work under this contract.

3.4 PROTECTION OF WATER RESOURCES

- A. The Contractor shall not pollute streams, wetlands, or ponds with fuels, oils, bitumens, calcium chloride, acids or harmful materials. It is the Contractor's responsibility to comply with all applicable Federal, State, County and Municipal laws regarding pollution of rivers, wetlands and streams.
- B. Special measures should be taken to insure against spillage of any pollutants into public waters.

3.5 LOCATION OF STORAGE AREAS

- A. The location of the Contractor's storage areas for equipment and/or materials shall be upon portions of the job site and shall require written approval of the Owner. Plans showing storage facilities for equipment and materials shall be submitted for approval of the Owner.
- B. Adequate measures for erosion and sediment control, such as the placement of baled hay or straw around the downstream perimeter of stockpiles, shall be employed to protect any downstream areas from siltation.
- C. The Owner may designate a particular area or areas where the Contractor may store materials used in his operations.

3.6 DISCHARGE OF DEWATERING OPERATIONS

- A. Any water that is pumped and discharged from an excavation as part of the Contractor's water handling shall be filtered by an approved method prior to its discharge into a receiving water or drainage system.
- B. The pumped water shall be filtered through baled hay, a vegetative filter strip or a vegetated channel to trap sediment occurring as a result of the construction operations. The vegetated channel shall be constructed such that the discharge flow rate shall not exceed a velocity of more than 1 foot per second. The sediment shall be cleared from the channel periodically.

3.7 PROTECTION OF AIR RESOURCES

- A. During the progress of work, the Contractor shall conduct his operations and maintain the area of his activities, including sweeping and sprinkling of water as necessary, so as to minimize the creation and dispersion of dust.
 - 1. If the Engineer decides that it is necessary to use calcium chloride for more effective dust control, then the Contractor shall furnish and apply the material as directed.
 - 2. Calcium chloride shall be commercial grade, furnished in 100-pound, 5-ply bags, stored under weatherproof cover and stacked alternately for ventilation.
 - 3. Application for dust control shall be at the rate of about 1/2 pound per square yard per application.

- B. Burning of rubbish and waste material on the site shall not be permitted.

3.8 SEPARATION AND REPLACEMENT OF TOPSOIL

- A. Topsoil shall be carefully removed and separately stored to be used again as directed. The topsoil shall be stored in an area acceptable to the Owner and adequate measures shall be employed to prevent erosion of said material.

3.9 SILT FENCE & FILTREXX SEDIMENT CONTROL OR APPROVED EQUAL

- A. Where indicated on the drawings the Contractor shall erect and maintain a temporary erosion control (silt fence, Filtrexx sediment control or approved equal). The erosion control shall be used specifically to contain sediment from runoff water and to minimize environmental damage caused by construction.
- B. Silt Fences 4.5 foot oak posts shall be driven so that 2-feet remain above the ground. A 6-inch by 6-inch trench shall then be excavated at the base of the fence for the purpose of laying, backfilling and tamping, a minimum of 6-inches of the filter fabric.
- C. The Contractor shall remove the trapped sediment as soon as it reaches a depth of 1-foot or when directed by the Owner.
- D. The silt fence systems will be completely removed from the project at the completion of the project, unless specifically authorized by the Owner to be left in place.

END OF SECTION

SECTION 01570

TRAFFIC REGULATION

PART 1 GENERAL

1.1 DESCRIPTION

- A. The work under this Section shall consist of maintaining and protecting traffic in the project area to the satisfaction of the applicable State, Local Regulatory Agencies, and the Abutting Property Owners.
 - 1. Refer to Temporary Traffic Control Plans 1 through 5 for Traffic Control Notes, Sequencing Notes and subsequent Traffic Management Plan and Details.
 - 2. Unless otherwise specified within the Contract Documents, the Contractor must maintain pedestrian and vehicular traffic and permit access to businesses, factories, residences, and intersecting streets.

PART 2 MATERIALS

2.1 TRAFFIC SIGNS

- A. The Contractor shall furnish light(s) and maintain traffic signs and specialty signboards as may be directed, or may be necessary for the safe regulation, or convenience of traffic.
 - 1. Said signs shall be as shown or noted on the Contract Drawings or elsewhere herein, or if not specified, they shall be adequate for the regulation, safety and convenience of traffic and in conformance with the applicable requirements of the State/Federal Manual on Uniform Traffic Control Devices.

2.2 BARRICADES

- A. Suitably reflectored or lighted barriers and barricades shall be furnished by the Contractor and put up and maintained at all times during the night or daytime, around all open ditches, trenches, excavation, or other work potentially dangerous to traffic.
 - 1. Such barricades shall be as shown on the Contract Drawings, or if not shown, shall be constructed of 2 inch by 8 inch rough lumber, securely supported, braced and at least 3 feet high above the ground.
 - 2. Barricades shall be placed on all sides and throughout the entire length and breadth of all open ditches, trenches, excavations, or other work which must be barred to the general public.
 - 3. Barricades shall be properly painted to the satisfaction of the Local Regulatory Agency in order to retain a high degree of visibility to vehicular and pedestrian traffic.

2.3 FLASHERS

- A. The Contractor shall furnish and securely fasten flashing units to signs, barricades, and other objects in such numbers and for such lengths of time as are required for the maintenance and protection of traffic.
 - 1. The flashers shall be in operation during all hours between sunset and sunrise, and during periods of low visibility.
 - 2. Suitably lighted barricades shall be defined as barricades lit by flashers in accordance with this Section or other lighting methods approved by the Local Regulatory Agency in lieu thereof.
 - 3. Flashers shall be placed along the entire length of the barricades at an interval no greater than 8 feet, center to center. Flashers shall be power operated, lens directed, enclosed light units which shall provide intermittent light from 70 to 120 flashers per minute, with the period of light emittance occurring not less than 25 percent of each on-off cycle, regardless of temperature.
 - 4. The emitted light shall be yellow in color and the area of light on at least one face of the unit shall be not less than 12 square inches. The discernible light shall be bright enough to be conspicuously visible during the hours of darkness at a minimum distance of 800 feet from the unit under normal atmospheric conditions.
 - 5. For units which beam light in one or more directions, the foregoing specifications shall apply 10 degrees or more to the side and 5 degrees or more above and below the photometric axis.

2.4 TEMPORARY BRIDGING

- A. The Contractor shall include in his bid, bridging for trenches at all street and driveway crossings in such manner as the Local Regulatory Agency may direct for the accommodation and safety of the traveling public, to provide facilities for access to private driveways for vehicular use, and to prevent blocking of intersecting traffic.
 - 1. He shall erect suitable barriers around the excavation to prevent accidents to the public and shall place and maintain, during the night, sufficient lights on or near the work.
 - 2. A space of 20 feet must be left so that free access may be had at all times to fire hydrants and proper precautions shall be taken so that the entrances to fire hydrants and fire stations shall not be blocked or obstructed.

2.5 DETOURS

- A. Temporary detours shall be constructed on the site as proposed by the Contractor and approved by the Applicable State and/or Local Authorities required by the Contract Drawings or specified elsewhere herein.
 - 1. Detours shall not have grades in excess of 10% anywhere along their lanes unless otherwise shown on the Contract Drawings. Detours shall be smooth riding.
 - 2. Suitable barricades shall be installed continuously along both sides of a detour where:
 - a. The adjacent side slope is steeper than 1 on 6 inches.
 - b. The Contractor's operations or equipment may operate within 20 feet of the detour.
 - c. Other unsafe conditions requiring them for the protection of traffic along the line of detour.

2.06 MISCELLANEOUS

- A. The Contractor may be required to employ traffic persons and take other such reasonable means or precautions as the Local Regulatory Agency may direct, or as may be needed to prevent damage or injury to persons, vehicles, or other property and to minimize the inconveniences and danger to the public by his construction operations.

PART 3 EXECUTION

3.1 CONTROL OF TRAFFIC

- A. It shall be the sole responsibility of the Contractor to keep the Local Regulatory Agencies (including but not limited to the Police and Fire Departments) pre-warned at least 72 hours in advance of changes in traffic patterns due to reduction of pavement widths or closing of streets.
- B. The Contractor shall supply, install, maintain, adjust, move, relocate, and store all signs, suitably lighted barricades, traffic cones, and traffic delineators, as necessary to carry out the traffic routing plan and maintain vehicular and pedestrian traffic.
 - 1. All of this work shall meet with the requirements of the Local Regulatory Agencies.
 - 2. The Contractor shall maintain, relocate and operate barricades and flashers throughout the life of this Contract.
- C. Should the Contractor or his employees neglect to set out and maintain barricades or lights, as required in these Specifications, the Owner immediately, and without notice, may furnish, install, and maintain barricades or lights.
 - 1. The cost thereof shall be borne by the Contractor and may be deducted from any amount due or to become due to the Contractor under this Contract.

3.2 ACCESS TO PROPERTY AND UTILITIES

- A. The Contractor shall arrange his operations to provide access to properties along the street including temporary bridges to driveways, and provide access to fire hydrants, manholes, gate boxes, or other utilities.
 - 1. Whenever any trench obstructs traffic in or to any public street, private driveway, or property entrance, the Contractor shall take such steps as required to maintain necessary traffic and access including temporary bridging if required.
 - 2. The Contractor shall confine his occupancy of public or traveled ways to the smallest space compatible with the efficient and safe performance of the work contemplated by the Contract.

3. If the Contractor's operations or occupancy of any public street or highway, or the uneven surfaces over any trenches being maintained by the Contractor, interfere with the removal or sanding of snow or ice by the public authorities or adjoining land owners, in an ordinary manner with regular highway equipment, the Contractor shall be required to perform such services for the public authorities or adjoining owners without charge.
 4. If the Contractor fails to do so, he shall reimburse the said authorities or adjoining owners or the Owner for any additional cost to them for doing such work occasioned by conditions arising from the Contractor's operations, occupancy, or trench surfaces, together with any damage to the equipment of said parties by those conditions or claims of any parties for damage or injury or less by reason of failure to remove snow or ice or to sand icy spots under these conditions.
 5. The Contractor shall observe and obey all local and state laws, ordinances, regulations, and permits in relation to the obstruction of streets and highways, keeping passageways open and protecting traffic where there may be danger from blasting or other construction activities.
- B. The Contractor shall be held responsible for any damages that the Engineer, Owner, Governmental units, or their heirs or assigns may have to pay as a consequence of the Contractor's failure to protect the public from injury, and the same may be deducted from any payments that are due or may become due to the Contractor under this Contract.

END OF SECTION

SECTION 01572

UNIFORMED POLICE OFFICERS

PART 1 GENERAL

1.1 DESCRIPTION

The work under this section shall consist of providing services of uniformed traffic persons/traffic directors at such locations and for such periods as may be necessary for safety or as ordered by applicable Local Regulatory Agencies and/or Chief of Police for the control and direction of vehicular traffic and pedestrians.

Prior to the start of construction, the Contractor shall contact the Police Department to familiarize himself and adhere to their respective scheduling requirements. When ordering, canceling, and/or communicating with the Police Services personnel, the Contractor shall identify

1. The location of the project,
2. The Contractor Number (to ensure proper billing procedures for accounting and routing purposes), and
3. The work as a Town funded contract (to ensure surcharges are not applied).

In the event these criteria are not clearly stated, the Contractor shall be held responsible for any excess charges associated with this program.

The Owner will pay for the Police Details Directly. The Contractor is responsible for canceling any police detail directly through dispatch a minimum of 1 hour prior to scheduled start.

PART 2 MATERIALS

2.1 Local police/constables are the only acceptable traffic persons/traffic directors.

2.2 The local police/constables shall be uniformed including headgear and equipped so as to be readily distinguishable as a traffic person/traffic director.

PART 3 EXECUTION (Not Applicable)

END OF SECTION

SECTION 01610

PRODUCT HANDLING

PART 1 GENERAL

1.1 DESCRIPTION

- A. Work included: Protect products scheduled for use in the Work by means including, but not necessarily limited to, those described in this Section.

1.2 QUALITY ASSURANCE

- A. Include within the Contractor's quality assurance program such procedures as are required to assure full protection of work and materials.

1.3 MANUFACTURER'S RECOMMENDATIONS

- A. Comply with manufacturers' recommendations on product handling, storage and protection.

1.4 PACKAGING

- A. Deliver products to the job site in their manufacturer's original container(s), with labels intact and legible.
 - 1. Maintain packaged materials with seals unbroken and labels intact until time of use.
 - 2. Promptly remove damaged material and unsuitable items from the job site, and promptly replace with material meeting the specified requirements, at no additional cost to the Owner.
- B. The Engineer may reject as non-complying such material and products that do not bear identification satisfactory to the Engineer as to manufacturer, grade, quality and other pertinent information.

1.5 PROTECTION

- A. Mechanical equipment subject to damage by the atmosphere if stored outdoors, shall be stored in a building with a controlled environment. The building may be a temporary structure on the site or a building off the site.
- B. PVC pipe shall be covered to protect it from UV degradation.

1.6 REPAIRS AND REPLACEMENTS

- A. In event of damage, promptly make replacements and repairs to the approval of the Engineer at no additional cost to the Owner.
- B. Additional time required to secure replacements and to make repairs will not be considered by the Engineer to justify an extension in the Contract Time of Completion.

END OF SECTION

SECTION 01700

CONTRACT CLOSEOUT

PART 1 GENERAL

1.1 DESCRIPTION

- A. The work of this Section consists of procedures and requirements for contract closeout, such as cleaning, restoration of project site to original condition, inspections, and guarantees.

PART 2 MATERIALS (Not Applicable)

PART 3 EXECUTION

3.1 CLEANING UP

- A. During its progress, the work and the adjacent areas affected thereby shall be kept cleaned up and all rubbish, surplus materials, and unneeded construction equipment shall be removed, and all damage repaired so that the public and property owners will be inconvenienced as little as possible.
- B. Where material or debris has washed or flowed into or been placed in water-courses, ditches, gutters, drains, catch basins, or elsewhere as a result of the Contractor's operations, such material or debris shall be entirely removed and legally disposed of during progress of the work, and the ditches, channels, drains, etc., kept in a neat, clean and functioning condition.
- C. On or before the completion of the work, the Contractor shall, unless otherwise especially directed or permitted in writing, remove all rubbish from any grounds which he has occupied; and shall leave the roads and all parts of the premises and adjacent property affected by his operation in a neat and satisfactory condition.
- D. Unless otherwise specifically directed or permitted in writing, the Contractor shall perform the following tasks:
1. Tear down and remove all temporary buildings and structures built by him.
 2. Remove all temporary works, tools, and machinery or other construction equipment furnished by him.
 3. Remove, acceptably disinfect, and cover all organic matter and material containing organic matter in, under, and around privies, houses, and other buildings used by him.
 - a. Subsequent to disinfection, remove or suitably neutralize disinfectant residuals from treated area(s).
 4. Remove all rubbish from any grounds which he has occupied.
 5. Leave roads and all parts of premises and adjacent property affected by his operations in a neat and satisfactory condition.

3.2 RESTORATION

- A. The Contractor shall restore or replace, when and as directed by the Engineer, any public or private property damaged by his work, equipment, or employees, to a condition at least equal to that existing immediately prior to the beginning of operations.
1. To this end, the Contractor shall do as required all necessary highway or driveway, walk, and landscaping work.
 2. Suitable materials, equipment, and methods shall be used for such restoration, or as required in other divisions of this Specification.
- B. In restoring the disturbed areas, the Contractor shall:
1. Replace to an equivalent depth any loam that has been removed during the excavation.
 2. Remove from the property and legally dispose of in an approved fashion all trees, brush, and other items that the Contractor has cut in order to prosecute his work.

3. Remove from the property upon completion of the work thereon, all excess materials of construction such as stone, pipe, concrete block, gravel, etc., that the Contractor may have stockpiled for use during the course of the work.
4. Leave the land in a smooth, even condition. All ruts, holes or other undesirable grading conditions which resulted from work under this Contract shall be filled and the area so graded to eliminate ponding.
5. All drainage course(s) shall be restored to their pre-existing condition or better.
6. Reset all public or private monuments, iron pipes or other types of property line and geodetic markers damaged or disturbed by operations under this Contract. This work shall be done by a licensed land surveyor at no additional cost.
7. Repair, reset or replace as directed all pipes, walls, utilities, fences, railings, stone walls, etc., and ornamental or utilitarian domestic accessories, such as, but not limited to, arbors, fireplaces, sheds and incinerators, or other surfaces, structures, or property which may have been damaged, either directly or indirectly by his operations under this Contract.
8. Restore to a condition at least equal to that in which they were found immediately prior to the beginning of construction all sidewalks, gutters, driveways and curbs which have been damaged by the Contractor's operations.

3.3 FINAL INSPECTION

- A. At completion of all work, the Owner and Engineer, along with the General Contractor and each of the subcontractors shall conduct a final inspection jointly for "punch list" purposes and to determine the exact status of the project before final acceptance.

3.4 GUARANTEES

- A. The Contractor shall take notice of special guarantees required in the technical Sections of these Specifications.
 1. If, in the opinion of the Owner, any item requires excessive maintenance during guarantee periods, the item shall be considered defective and the Contractor shall correct the defects.
 2. All defects so corrected shall be at the expense of the Contractor.

ENOF SECTION

