

## **SPECIAL INFORMATION FOR BIDDERS**

### **GENERAL DESCRIPTION**

This bid consists of work in approximate quantities as listed in the Proposal Forms, which state the location and description of the work to be done and the materials to be furnished.

This Contract shall adhere to the City of Worcester's Standard Specification and Details dated August 29, 2024. The plans and specifications, proposal and addenda shall form part of this contract.

### **SCOPE OF WORK**

The work to be done under this Contract consists of installation of permanent, MassDOT standard parabolic speed humps at 21 locations within the City of Worcester. The work to be performed will include construction of speed humps, and other incidental work as required. Work under this Contract shall be paid for at the contract unit bid prices, which shall constitute full compensation for all material, labor, equipment, etc., required to satisfactorily complete the work.

ALL WORK PERFORMED UNDER THIS CONTRACT SHALL BE IN CONFORMANCE WITH THE MASSACHUSETTS DEPARTMENT OF TRANSPORTATION'S STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES DATED 2024, THE 2017 MASSACHUSETTS DEPARTMENT OF TRANSPORTATION CONSTRUCTION STANDARD DETAILS, THE 1990 STANDARD DRAWINGS FOR SIGNS AND SUPPORTS, THE 1968 STANDARD DRAWINGS FOR TRAFFIC SIGNALS AND HIGHWAY LIGHTING, THE 2009 MANUAL OF UNIFORM CONTROL DEVICES, THE 2022 MASSACHUSETTS AMENDMENTS TO THE MANUAL OF UNIFORM CONTROL DEVICES, AND THESE SPECIAL PROVISIONS.

### **QUANTITIES**

All bids will be compared on the total estimate of quantities of work to be done, as shown in the proposal.

These quantities are approximate only, being given as a basis for the comparison of bids to determine the approximate amount of the consideration of the contract. The bidder will be required to complete the work specified or as shown on the drawings, within the required performance period, whether the required quantities are more or less than the amounts herein estimated without any change in the contract unit price. The final payment will not be made until the work is completed.

The unit price bid for each item must allow for all collateral, incidental, or indirect costs connected with it.

### **INVESTIGATION OF CONDITIONS**

Bidders are expected to visit the locality of the work and acquaint themselves with all available information concerning local conditions. They are also expected to make their own estimates of the facilities needed and difficulties attending the execution of the proposed contract including local conditions, availability of labor, uncertainties of weather and other contingencies. In no event will the City assume any responsibility whatever for an interpretation, deduction or conclusion drawn from the inspection of the site. Failure to acquaint himself with all available information concerning these conditions will not relieve the successful bidder from responsibility for estimating the difference and costs of successfully performing the complete work.

### **ADDENDA**

The bidder is required to acknowledge receipt of any Addenda issued to this contract by inserting the Addendum number in the space provided on the proposal form.

### **CHANGES IN SCOPE**

The City of Worcester reserves the right to increase or reduce the amount of this contract. Changes in scope may be ordered at any time up to project acceptance at the contract unit bid prices.

### **BID PRICE ADJUSTMENTS**

This Contract contains a price adjustment for bituminous concrete mixtures in accordance with MassDOT Document 00811 included herein. The base, or period price for liquid asphalt on this project is \$637.50 per ton.

This Contract contains price adjustments for diesel fuel and gasoline in accordance with MassDOT Document 00812 included herein. The base, or period price for diesel fuel on this project is \$3.155 per gallon and for gasoline \$2.695 per gallon.

### **EXPERIENCE**

Each bidder shall state in his bid whether he is now or ever has been engaged on any other contract or other work similar to that proposed, giving the year in which it was done and the manner of its execution and shall submit such other information as will tend to show his ability to prosecute vigorously the work required in these specifications. A successful bidder will be required to employ an organization thoroughly experienced and skilled in the type of work to be done. After the opening of bids any bidder may be required to submit satisfactory evidence that the specific organization which he proposes to employ on this contract has successfully executed work of the nature and quality indicated herein.

### **EQUIPMENT**

Each bidder shall state in his bid the character, make and amount of equipment that he proposes to employ on the work. After bids are opened any bidder may be required to

show that he owns, controls by firm option, or can procure the equipment necessary for commencing, prosecuting, and completing the work as required by the specifications.

### **CONTRACTOR RESPONSIBILITY**

The contractor must care for, replace, and restore to good condition to the satisfaction of the Commissioner of Public Works & Parks and the Commissioner of Transportation & Mobility any utilities, fences, sidewalks, posts, poles or other structures damaged by or interfered with by the contractor outside the scope of work. The contractor shall perform any necessary replacement, reparation or restoration at no additional compensation.

Damage resulting from the operation of the contractor to any structure in the street or ground near or within the scope of work (and not required to be changed under the contract) shall be replaced, repaired, or restored by the contractor at no additional compensation.

The contractor shall have no grounds for additional compensation because of expenses due to encountering existing pipes, conduits or structures.

The contractor shall cooperate with all other contractors or other forces within the limits of the work specified. The contractor shall allow the necessary access to the site to other contractors and utility companies and their agents. The contractor shall be responsible for preventing damage by others to the work performed under this contract or for having damage repaired, either by the party responsible or at his own expense.

### **TIME OF COMPLETION**

The bidder shall complete all the work under this contract by **August 1, 2025**.

### **PUBLIC SAFETY AND CONVENIENCE**

Vehicular and pedestrian traffic will be maintained on all streets located within and adjacent to the project unless permission is received in writing from the Commissioner of Transportation & Mobility or their representative to close the street.

The Contractor shall take every measure necessary for the protection of personnel and property. Where construction operations are such that a hazard exists to the public, all safety precautions shall be maintained.

Trenches shall not be excavated in traveled ways until all materials and equipment required for such work are at the site and available for immediate use. When work is not in progress, trenches in areas subject to public travel shall be covered with steel plates capable of safely sustaining a 36.5-ton truckload with impact without additional compensation. The work in each trench shall be practically continuous, with the placing of pipe, backfilling, and paving of the roadway surfaces closely following each preceding operation. Payment for steel plates will be included under the unit bid price for the respective item for which the work is being performed, regardless of width of trench.

The Contractor shall at all times, until written acceptance of the physical work by the Owner, be responsible for the protection of the work and shall take all precautions for preventing injuries to persons or damage to property on or about the project.

### **POLICE PROTECTION**

The City of Worcester will furnish and pay for police when and where the City decides police protection is necessary. The Contractor shall notify the Project Manager of the anticipated requirements as the work progresses, so that each day's protection can be scheduled not later than the preceding day.

### **SIMILAR CONSTRUCTION IN OTHER LOCATIONS**

Construction of similar work may be needed in other locations and may be included in this Contract by agreement between the City and the Contractor. Any such work is to be paid for on a unit price basis at the prices bid under this Contract. Extra Work Orders will be given to the Contractor for any such work on a unit price basis at the prices bid in the Contract. The purpose of this provision is to permit the inclusion of any emergency or rush projects that may arise.

### **GENERAL NOTES**

1. Prior to the start of any construction activity in any previously unoccupied location, the Contractor will supply the Contracting Officer with a traffic flow plan for the Contracting Officer's approval.
2. Where applicable the Contractor will supply all barricades, barriers, signing, lighting, etc. warranted to ensure the safety of the general public throughout the work site as a subsidiary obligation without any additional cost to the Owner and subject to the Contracting Officer's approval.
3. Prior to start of any work the Contractor will be required to supply and install construction safety signing on each approach to the work zone as directed by the Project Manager. Signing shall read "**STREET UNDER CONSTRUCTION**" or "**ROAD WORK AHEAD**" or as directed by the Contracting Officer. Signing shall conform to applicable provisions of Section 850 of the Massachusetts Standard Specifications for Highways and Bridges latest edition.
4. Any necessary detouring will be arranged by the Contractor subject to the approval of the Contracting Officer.
5. The Contractor will be required to provide adequate access to businesses affected by all construction activities.
6. The Contractor will be required to have on site at all times during the course of all construction activities a full-time superintendent whom will be in responsible charge of this project. This individual will be the exclusive agent for the Contractor maintaining continuous correspondence with the Contracting Officer.

7. The Contractor will notify the Contracting Officer in writing whenever a change of superintendent is warranted.
8. The Contractor will be responsible for preservation of all benchmarks and highway bounds.
9. Gas, Electric, and Telephone Company structures will be adjusted by the owning agency or in coordination between the Contractor and said agencies.
10. Any existing conditions disturbed by the construction operations shall be restored by the Contractor at his own expense.
11. The milled grindings generated from the Contractor's operations of milling the bituminous surface may become the property of the Owner. If directed, the milled grindings shall be provided and transported to the City material drop off yard at 1065 Millbury Street by the Contractor, or the Greenwood Street Landfill at 30 NippNapp Trail, as directed by the Contracting Officer. In all other instances, the milled grindings will become the property of the contractor. No additional payment for work will be made by the Owner.
12. Where rigid base exists the Contractor will be required to remove said base from around manholes, catch basins and water boxes and replace with Superpave 12.5mm level 2 binder course thoroughly compacted in 2 lifts with a plate compactor. Superpave 12.5mm level 2 binder will be paid for under Item #422.2.
13. Where required by the Contracting Officer, compaction testing will be done by the Owner. The backfill shall be placed in suitable layers necessary to accomplish a minimum of 95% compaction which shall be achieved by mechanical or vibratory compaction equipment. The testing will apply to all areas of construction.
19. At no time shall the Contractor conduct construction operations on more than 3 street locations, unless otherwise directed by the Project Manager. A street is deemed to be in construction if any items for that location remain unfinished, such as sign erection/replacement, permanent pavement marking, etc.
20. Street lighting must be maintained during all phases of construction by operation of the existing street lighting infrastructure, or a substitute approved by the Contracting Officer.
21. An ADA compliant pedestrian walkway must be continuously maintained throughout the construction process. This can be accomplished by excavating one side of the roadway sidewalk, leaving the other side untouched until the excavated sidewalk is complete. If the contractor wishes to excavate the sidewalks on both sides of the roadway simultaneously, an ADA compliant temporary pedestrian walkway must be constructed. The temporary walkway will include such items as roadway barriers, signage

and signals, temporary striping, etc. Access to properties must be continuously maintained at all times during the construction process.

- 22.** Any incomplete construction shall be stabilized for the winter on, or before November 15<sup>th</sup>. The stabilization shall allow the streets and sidewalks to be fully accessible throughout the winter. The contractor will be responsible for repairing any deficiencies to the stabilized areas. The final construction of any incomplete areas shall take place the following construction season, at no additional cost to the Owner.

# **SPECIAL PROVISIONS**

## **MASSDOT SPECIAL PROVISIONS**

Items that are not mentioned in the “City of Worcester Department of Public Works & Parks Standards Specifications & Details” dated August 29, 2024 will conform to the applicable provisions of the MassDOT Standard Specifications for Highways and Bridges, as amended, unless otherwise noted.

## **NOTICE TO PROCEED**

The Bidder must agree to commence work on or before the date specified in the written "Notice to Proceed" issued by the City, and/or Project Manager acting on behalf of the City, and to fully complete the project within the time specified in the contract.

## **SCHEDULE OF WORK**

The Contractor shall submit to and for the comments of the Contracting Officer, a schedule of operations within ten (10) days after the mailing of the executed Contract to the Contractor. The schedule shall show the proposed methods of construction, sequence of work, and the time the Contractor proposed to complete the various items of work within the performance period specified in the contract. No permits will be issued until these schedules are submitted and approved by the Project Manager. Revised construction schedules and schedules of values may be requested by the Project Manager, with a frequency of no less than 30 days between submissions.

## **PROPER NOTIFICATION**

The Contractor will be required to provide at least 48 hours' notice to the Contracting Officer before locating in work sites previously unoccupied under this contract or before proceeding with paving operations.

## **HOURS OF WORK**

The City will permit the Contractor to work Monday through Friday between the hours of 7:00 A.M. and 3:30 P.M., except as otherwise permitted by the Contracting Officer. All construction work shall be completed or suspended for the winter season by November 15<sup>th</sup> unless a specific waiver is granted by the Contracting Officer.

## **PRE-CONSTRUCTION PHOTOGRAPHS**

The Contractor shall, prior to beginning work on the project, submit to the City's Project Manager photographs, in an appropriate format of the road and sidewalk condition of all streets to be excavated. Post construction photographs shall also be submitted after final restoration. Said photographs shall be supplied to the City as a subsidiary obligation by the Contractor.

## **SAW CUTTING**

Sawcuts shall be made in existing pavements to provide a neat, square edge at limits of excavation and to provide a clean joint where new pavement and sidewalks are to match existing. Sawcuts shall also be made where shown on the Contract Drawings, or otherwise directed by the Project Manager. Sawcuts shall be made to the depth directed and shall be clean and even. All cuts shall be made using an approved power-driven saw. All sawcuts, regardless of depth or material cut into, shall be considered incidental and compensation will be included in the contract bid prices for the related work items.

## **CASTINGS**

The Contractor will be required to return all excess drain, water, or sewer castings that were replaced or abandoned during the work to the City yard at 1065 Millbury Street. This work will be performed as a subsidiary obligation by the Contractor and no additional payment will be made by the City.

Gas, electric, and telecommunications castings and structures will be adjusted by the owning agency. The Contractor is responsible for notifying all relevant private utilities of the work being performed and coordinating the adjustment of all gas, electric, and telecommunications castings and structures.

Final adjustment to grade of castings within the roadway must be made after leveling course or binder course has been laid or as directed by the Contracting Officer.

## **SIGNS**

The Contractor will be required to return any or all excess signs and poles that were replaced or abandoned to the DPW&P Sign Shop at 26 Albany Street, unless otherwise directed by the Contracting Officer. This work will be performed as a subsidiary obligation by the Contractor and no additional payment will be made by the City.

## **FINAL CLEAN-UP**

Upon completion of the work and before acceptance and final payment, the Contractor shall remove and dispose of in an approved manner at his own expense, from the right-of-way, construction site, dredging site, and adjoining property, all temporary structures and all surplus materials and rubbish which the Contractor may have accumulated during the prosecution of the work, and shall leave the areas in a neat and orderly condition. No equipment or material shall be left within any of the aforementioned areas after acceptance of the Contract without the written permission of the Project Manager. The Contractor shall not abandon any material at or near the site regardless of whether or not it has any value. All removed material must be disposed of in accordance with all Local, State, and Federal laws and regulations.



## **PERMITS**

Prior to commencement of work, the Contractor shall be responsible for obtaining all necessary construction permits. Distinct permits are required for each work location. Permit necessary for the work may include, but are not limited to, Trench Permits and Street Opening Permits. Permits can be obtained from the DPW&P Engineering Division online at <https://worcesterma.viewpointcloud.com>.

## **ASPHALT JOINTS**

Hot poured rubberized asphalt shall be used in the sealing of transverse and longitudinal Butt joints as specified in Section 460 of the Massachusetts Department of Transportation's Supplemental Specifications. Additionally, tack coat and stone dust shall be applied to all other joints composed of hot mix asphalt immediately after paving, or as required by the Contracting Officer.

Hot poured rubberized asphalt will be paid for under Item 435, whereas tack coat and stone dust shall be considered incidental, and compensation shall be included in the contract bid price for the respective hot mix asphalt items.

## **BARRICADES AND WARNING SIGNS**

Prior to start of any work the Contractor will be required to supply and install construction safety signing on each approach to the work zone as directed by the Project Manager. Signing shall read "STREET UNDER CONSTRUCTION" or "ROAD WORK AHEAD" or as directed by the Contracting Officer. Signing shall conform to applicable provisions of Section 850 of the Massachusetts Standard Specifications for Highways and Bridges latest edition.

## **COLD WEATHER PAVING**

Paving operations will only be allowed when the air temperature is at least 40 degrees (F) and rising. Paving will not be allowed after November 15, 2024 without authorization from the Contracting Officer.

## **COMPACTION TESTING**

Where required by the Contracting Officer, compaction testing will be done by the City of Worcester. The backfill shall be placed in suitable layers necessary to accomplish a minimum of 95% compaction which shall be achieved by mechanical or vibratory compaction equipment. The testing will apply to all areas of construction.

## **CONCRETE COLLARS**

Concrete collars shall be placed around drainage, sewer, and telephone structures, water service boxes, and all utility boxes that are located in pavement areas or as otherwise directed by the Project Manager. High early strength concrete shall be used if required by the Project Manager. Concrete used for collars shall not be measured for

payment. Compensation shall be included in the contract bid price for the respective items.

### **COOPERATION BY CONTRACTOR**

Attention is directed to the provisions relating to rights of public corporations and municipal departments to enter the site of the improvement and alter, replace, and/or install facilities at such times when the Contractor will be prosecuting other required work contiguous thereto.

### **DEFINITIONS**

Except for specific reference to Department Standards and Operations, the usage of the term Contracting Officer shall mean the City of Worcester Commissioner of Public Works or their duly authorized Agent. Project Manager shall mean the City of Worcester Director of Project Managing or their duly authorized agent. Contractor shall mean the business entity awarded and contractually obligated to perform the work described in the contract documents.

### **DEWATERING**

Where excavations become inundated with water, whether from groundwater or surface runoff, the Contractor shall be responsible for dewatering the excavation prior to installing structures and/or pipes and backfill. Dewatering activities shall be performed in such a manner as to prevent the transport of any sediment downstream. Locations of materials and methods used for dewatering shall be approved by the Project Manager prior to use. Costs associated with dewatering activities shall be considered incidental to the overall project, and no additional compensation shall be made.

### **DISPOSAL, HANDLING, AND OWNERSHIP OF SURPLUS EXCAVATED MATERIALS / GRINDINGS**

The grindings generated from the Contractor's milling operations may become the property of the City. If directed, the milled grindings shall be provided and transported to the City material drop off yard at 1065 Millbury Street by the Contractor, as directed by the Project Manager.

As directed by the Project Manager, any excess material generated from pulverization activities occurring under this contract and needed for reuse as sub-base in other locations of this contract shall be made available to the City. Said material shall be provided and transported to the location by the Contractor at no additional cost to the City.

All surplus excavated, milled, or pulverized material not required or suitable for reuse on the project, or otherwise not wanted by the City, shall become the property of the Contractor and removed and disposed of outside and away from the limits of the project at no additional cost to the City in accordance with all local rules and the approval of local governmental authorities having jurisdiction over the disposal of such materials.

Any excess material that the City decides to keep shall be transported to and stored at the City material drop off yard at 1065 Millbury Street by the Contractor, as directed by the Contracting Officer. Loading, transporting, and unloading shall be done by the Contractor without additional compensation. Payment for this work shall be included in the unit price under the applicable item from which the material was obtained.

### **DISTURBANCE OF EXISTING BOUNDS**

Where existing bounds are disturbed by the Contractor's activities, they shall be reset by a Registered Land Surveyor at the Contractor's expense. A certification by the Registered Land Surveyor performing the work shall be made and submitted to the Project Manager for all bounds reset.

### **DUST CONTROL**

The Contractor is responsible for dust control throughout construction as required by the Project Manager. The use of water or calcium chloride, as a means of controlling dust may be required to minimize airborne dust. The cost of which is to be incidental to the contract.

### **EMERGENCY CONTACT**

The Contractor shall provide the name of the person to be notified for repairs or emergencies as well as a phone number at which this individual can be contacted 24-hours a day. Failure to respond to emergencies will necessitate the actuation of City crews at the Contractor's expense.

### **ESTABLISHMENT OF GRASS**

The contractor will be responsible for the healthy growth of all grass seed placed until it is established, free of weeds, including watering. Any required replacement will be at no cost to the City. All required work, including excavation and re-loam and seeding, will be done at the contractor's expense. A component of any street being considered complete is the grass being fully established and healthy.

### **INSPECTION OF WORK**

The Contractor is advised that the City of Worcester will be provided with a schedule of operations and will at various times during the construction of the project be on-site to inspect procedures and give directions. For the purpose of observing work that affects their respective properties, inspectors for public agencies and utility companies shall be permitted access to the work, but all official orders and directives to the Contractor will be issued by the City of Worcester Project Manager or his duly authorized agent.

### **IRON CASTINGS AND PIPE**

All new iron castings and pipe used on this project shall be North American made.

## **METHOD OR SEQUENCE OF CONSTRUCTION**

The Contractor shall obtain approval for his proposed method and sequence of construction, including procedures for maintaining traffic, from the City of Worcester Project Manager or his duly authorized agent, prior to performing the work. All warning signs must be installed and bagged prior to construction of speed humps.

## **NOTICE TO OWNERS OF UTILITIES AND PUBLIC SERVICE DEPARTMENTS:**

Written notice shall be given by the Contractor to all public service corporations or officials owning or having charge of Public or Private Utilities and Departments of his intentions to commence operations affecting such utilities and Departments at least one (1) week in advance of the start of such operations and the Contractor shall at the same time file a copy of said notice with the Project Manager.

The names of the principal City Departments and Utilities which may be affected will be provided to the Contractor at the pre-construction meeting.

**The Contractor shall notify “Massachusetts DIG SAFE” and procure a DIG SAFE number 72 hours prior to disturbing existing ground in any way.  
DIG SAFE Call Center - 1-888-344-7233.**

Before the Contractor begins any work on operations which might result in damage to utility pipes or structures the Contractor shall verify the locations of existing overhead and subsurface utilities in the vicinity of the work with the listed Departments and Utility Companies and conduct his operations so as to avoid any damage to them.

## **OSHA REQUIREMENTS**

The work to be performed under this Contract by the General Contractor and all subcontractors is to be performed in compliance with the Occupational Safety and Health Act of 1970, including all amendments thereto.

## **OVERLOADED TRUCKS**

Materials delivered to the project in motor vehicles or semi-trailer units that exceed the legal maximum gross weight allowed for the particular class as specified in Section 19A of Chapter 90 of the General Laws of Massachusetts will not be accepted.

## **PEDESTRIAN ACCESS**

An ADA compliant pedestrian walkway must be continuously maintained throughout the construction process. This can be accomplished by excavating one side of the roadway sidewalk, leaving the other side untouched until the excavated sidewalk is

complete. If the Contractor wishes to excavate the sidewalks on both sides of the roadway simultaneously, an ADA compliant temporary pedestrian walkway must be constructed. The temporary walkway will include such items as roadway barriers, signage and signals, temporary striping, etc. Access to properties must be continuously maintained at all times during the construction process. No section of sidewalk is to remain unpaved for more than 7 days from date of excavation, unless otherwise directed by the contracting officer in writing. Any sidewalk section open for more than 7 days is to be temporary paved, at no additional cost to the City. No allowance will be granted for weekends or holidays.

### **PRECAUTIONS UNDER ELECTRIC LINES**

The bidders attention is directed to the AASHTO Guide on Occupational Safety on Highway Construction Projects, Subpart N, 1926.550, relating to construction equipment clearances at overhead electric lines, which states in part "... the minimum clearance between the lines and any part of the crane or load must be at least 10 feet from lines rated 50 KV or below, and greater distances for high voltage ...".

For the protection of personnel and equipment, the Contractor should be aware this regulation especially during paving operations using large semi-trailer vehicles.

### **PROCEDURES FOR SHOP DRAWING SUBMITTALS**

The following procedure shall be followed when making shop drawing submittals for this project:

1. The Prime Contractor shall submit four (4) sets of drawings directly to the Project Manager for preliminary review.
2. The Project Manager will send a written reply, returning two (2) sets to the Prime Contractor within seven (7) working days of receipt of the drawings.
3. If the Project Manager's reply indicates rejection or advises corrections or additions to the drawings, steps 1 and 2 are repeated until the Project Manager indicates that approval will be given.
4. The Contractor shall then submit four (4) sets of drawings to the Project Manager for approval and distribution by the Project Manager per the standard operating procedures of the Department.
5. The Contractor shall take care that every separate document in each set of every submittal shall carry the following required information:
  - a) Project No.
  - b) Identifying Item Number from proposal, if applicable
  - c) Locations where material is proposed to be used, if applicable
  - d) Name of submitting contractor
  - e) Personal signature and title of an official of the Prime Contractor authorized to make shop drawings submittals
  - f) Date of signature or submittal

The Contractor shall not receive payment for, nor will he be allowed to install any item or materials which require shop drawing approval unless and until he receives shop drawing approval for that item.

Within 15 days after receipt of an approved shop drawing for any item, the Contractor shall provide the Project Manager written proof that he has ordered such approved materials required on the subject contract and a written confirmation on such order and delivery schedule from the manufacturer of the item. This delivery schedule shall be appropriate for timely completion of this project.

### **PROJECT SUPERINTENDENT**

The Contractor shall be required to have on site at all times during the course construction activities a full-time superintendent whom will be in responsible charge of this project. This individual will be the exclusive agent for the Contractor maintaining continuous correspondence with the Project Manager. The Contractor will notify the Project Manager in writing whenever a change of superintendent is warranted.

### **PROTECTION OF EXISTING TREES**

Trees and shrubs that are not designated on the plans, or by the Project Manager, to be cut, removed, destroyed, or trimmed shall be saved from harm and injury. The Contractor shall provide measures to prevent any harm and injury caused during construction operations.

### **PROTECTION OF EXISTING UTILITIES AND STRUCTURES**

Excavation and backfill operations shall be carried out in a manner that will prevent cave-in of excavations or the undermining, damage or disturbing of existing utilities and structures or of new work.

Any excavations improperly backfilled, or where settlement occurs, shall be reopened to the depth required, then refilled with new materials and compacted, and the surface restored to the required grade and condition at no additional expense to the Owner.

Any damage due to excavation, backfilling or settlement of the backfill, or injury to persons or damage to property occurring as a result of such damage, shall be the responsibility of the Contractor. All costs to repair such damage, in a manner satisfactory to the Owner, shall be borne by the Contractor at no additional expense to the Owner.

Where existing subsurface utilities or other facilities adjacent to or crossing through the excavation require temporary support or protection, such temporary support or protection shall be satisfactorily provided by the Contractor at no additional expense to the Owner. All necessary measures shall be taken by the Contractor to prevent lateral movement or settlement of existing facilities or of work in progress.

The plans indicate the approximate location of existing overhead and subsurface utilities in the vicinity of the work and the bidders are advised to verify this information, as its accuracy and completeness are not guaranteed by the Owner or Project Manager.

### **PROTECTION OF UTILITIES AND PROPERTIES**

The Contractor's attention is directed to the location of underground utilities in the existing and proposed roadways.

The Contract Drawings indicate the approximate location in plan of existing overhead and subsurface utilities in the vicinity of the work. Whatever measures are necessary to protect these lines during the work shall be included in the contract unit price for the various items involved.

In case of damage to utilities, the Contractor shall promptly notify the Owner and shall, if requested, furnish manpower under the Owner's direction in getting access to the utility.

Pipes or other structures damaged by the operation of the Contractor may be repaired by the Owner, the municipality, or the utility company. The cost of such repairs shall be borne by the Contractor without compensation therefore.

The work to be done under this contract may necessitate changes in the properties of utility companies or the municipality hereinbefore listed. Immediately after executing the contract, the Contractor shall confer with the owners of all utilities in order that relocations of mains or services may be made at times consistent with operations of the Contract.

### **PROVISIONS FOR TRAVEL AND PROSECUTION OF THE WORK**

Access shall be maintained for all abutters so that they may use the driveways and approaches adjacent to their properties. Pedestrian access to abutting property and access for emergency vehicles shall be provided at all times.

Alternate one-way traffic may be maintained during working hours, however the Contractor will be required to provide two unobstructed lanes for two-way traffic during non-working hours.

All construction equipment, material and debris shall be removed from the traveled way at the end of each working day and shall be stored in such manner as not to interfere with the flow of driveway traffic or pedestrians.

The Contractor shall coordinate his work with the work to be done by other Contractors on the site, public utilities or other agencies, and he shall so schedule his operations as to cause the least interruption to the normal flow of all traffic types. Reasonable facilities shall be provided by the Contractor for the safe and convenient passage of pedestrians and vehicles through and within the project area.

Particular care shall be taken to establish and maintain methods and procedures which will not create unnecessary or unusual hazards to public safety. The placement of necessary devices will be for daily work periods and shall be removed after the completion of work operations. Signs having messages that are irrelevant to normal traffic conditions shall be removed or properly covered at the end of each work period. Signs are to be kept clean at all times and legends shall be distinctive and unmarred.

### **RESPONSIBILITY FOR DAMAGE CLAIMS**

The Contractor shall indemnify, defend and save harmless the Municipality and all of its or their offices, agents and employees against all suits, claims or liability of every name and nature, for or on account of any injuries to persons or damage to property arising out of or in consequence of the acts of the Contractor in the performance of the work covered by the Contract or failure to comply with the terms and conditions of said Contract, whether by himself or his employees or Subcontractors, but only in respect of such injuries or damages sustained during the performance and prior to the completion and acceptance of the work covered by the contract.

The Contractor will be held responsible for any and all claims for damage to underground structures such as, but not restricted to, water or gas mains, pipes, conduits, manholes or catch basins, due to his operation or to the operations of any of his Subcontractors.

### **RIGID ROAD BASE**

Where rigid base exists the Contractor will be required to remove said base from around manholes, catch basins and water boxes and replace with superpave 12.5mm level 2 binder course thoroughly compacted in 2 lifts with a plate compactor. Superpave 12.5mm level 2 binder will be paid for under Item #424 Bituminous Concrete Drives and Various Areas for manholes and catch basins. The superpave 12.5mm level 2 binder course collar at water gate boxes will be a subsidiary obligation of the Contractor.

### **STAKEOUT**

The Contractor shall be responsible for setting grade stakes for grading purposes and for re-establishing edges of pavement after reclamation or excavation operations, or as otherwise required by the Project Manager.

### **STEEL PLATES IN CONSTRUCTION ZONES**

At the end of each working day where trenches in areas of public travel are covered with steel plates, each edge of such plates shall be pinned and either beveled or protected by a slope of 2-feet horizontally to 1-inch vertically. Temporary bituminous concrete patching material shall be used to construct the ramps. The cost of necessary materials and their maintenance and removal will be considered incidental to the item involved with no separate payment.



## **STREET LIGHTING**

Street lighting must be maintained during all phases of construction by operation of the existing street lighting infrastructure, or a substitute approved by the Contracting Officer.

## **STREET SWEEPING**

The Contractor shall be responsible for street sweeping by mechanical street sweeper vehicle to clear the paved surface of all debris, to the extent as determined by the Project Manager. The timing of the street sweeping operation should be such that the road remains sufficiently clean between the completion of the sweeping and the start of any reclamation and/or paving. Should the Project Manager decide that the road surface requires additional sweeping, no additional compensation shall be offered to the Contractor to complete this process. No additional compensation will be allowed when street sweeping operations are used as a means of clearing off and/or exposing areas of pavement covered with vegetation or debris.

There shall be no separate payment for street sweeping. Payment for such work shall be included in the various cold planning, reclaiming, and hot mix asphalt items. All material collected from the street sweeping process shall be disposed of by the Contractor outside and away from the limits of the project in accordance with all local rules and regulations with no additional measurement or payment to be made.

## **TRAFFIC MANAGEMENT PLAN**

The Contractor shall prepare and submit a traffic management plan to the Project Manager for review and approval by the Project Manager and the Worcester Police Department. The Traffic Management Plan shall be prepared for all streets in the contract, unless specifically directed otherwise by the Project Manager. The Traffic Management Plan shall contain information on proposed detour routes if requested, location and type of detour and warning signs, barricades and other safety and traffic control means and devices to ensure a safe, orderly flow of vehicular and pedestrian traffic.

Traffic safety signage (STOP signs, DO NOT ENTER signs, ONE WAY signs, etc.) shall be maintained for the duration of construction, in all locations. The Contractor is fully responsible for the maintenance of any temporary signage.

All temporary and permanent signs, traffic control devices, and pavement markings shall conform to the latest relevant sections of the Manual on Uniform Traffic Control Devices (MUTCD), and the Massachusetts Standard Specifications for Highways and Bridges.

The Traffic Management plan shall be submitted for review at least seven (7) days prior to any work being performed on the project roadways. No work would be allowed until the Traffic Management Plan is approved by the Project Manager and implemented by the Contractor.

Temporary pavement markings and other traffic control devices shall be provided in accordance with the Contractor's Traffic Management Plan and as directed by the Project Manager.

The cost of preparing the traffic management plan and providing and maintaining temporary traffic control devices shall be borne by the Contractor.

### **USE OF CITY SUPPLIED MATERIAL TO REPLACE UNSUITABLES**

If existing material excavated during construction is deemed unsuitable for backfill, at the City's discretion the City may supply additional material to be used as backfill, otherwise gravel borrow (M1.03.0 Type b) may be required. If the City supplies additional material to be used as backfill to replace unsuitable materials, no extra payment will be made.

### **VEHICULAR SAFETY**

All automotive equipment not protected by traffic cones or flares that is working on the project in areas open to traffic shall have one amber flashing or strobe warning light mounted on the cab roof or on the highest practical point of the machinery. These lights shall be in operation whenever the equipment is working or traveling in the project work area at a speed less than 25 M.P.H. Flashers must be visible to both oncoming and overtaking vehicular traffic and shall have a light source of 32 minimum candlepower and a flashing frequency of 50-60 times per minute.

All personnel who are working in areas open to traffic shall wear MHD approved safety vests.

All vehicles except passenger cars which are assigned to the project which operate at speeds of 25 MPH or less shall have an official SLOW MOVING VEHICLE emblem displayed in accordance with the provisions of Section 7 of Chapter 90 of the General Laws as amended by Chapter 684 of the Acts of 1970.

### **WINTER SHUTDOWN**

Any incomplete construction shall be stabilized for the winter on, or before November 15th, 2024. The stabilization shall allow the streets and sidewalks to be fully accessible throughout the winter. The contractor will be responsible for repairing any deficiencies to the stabilized areas. The final construction of any incomplete areas shall take place the following season, at no additional cost to the City.

### **LUMP SUM RESERVE**

The Contractor is advised that the lump sum reserve for contingency work shall be utilized, as required by the Owner for additional work that may be required by the Owner and agreed to by the Contractor. This reserve will also be used for the Owner to compensate directly for flag men (When police are unavailable) and testing as determined by the contracting officer. Any reserve balance remaining at the end of the contract will return to the Owner.

The Owner reserves the right to reject any and all bids, wholly or in part, and to make awards in a manner deemed in the best interests of the Owner.

The above estimated quantities form an approximate statement of the extent of the work to be done, based upon the estimate of the Contracting Officer. The Owner does not expressly or by implication agree that the actual quantity of work will correspond therewith, but reserves the right to increase or decrease the quantity of any class or portion of the work, as may be deemed necessary by the Contracting Officer.

## **DOCUMENT 00811**

### **MONTHLY PRICE ADJUSTMENT FOR HOT MIX ASPHALT (HMA) MIXTURES ENGLISH AND METRIC UNITS**

**Revised:07/08/2016**

This provision applies to all projects using greater than 100 tons (91 megagrams) of hot mix asphalt (HMA) mixtures containing liquid asphalt cement as stipulated in the Notice to Contractors section of the bid documents.

Price Adjustments will be based on the variance in price, for the liquid asphalt component only, between the Base Price and the Period Price. They shall not include transportation or other charges. Price Adjustments will occur on a monthly basis.

#### **Base Price**

The Base Price of liquid asphalt on a project as listed in the Notice to Contractors section of the bid documents is a fixed price determined by the Department at the time of the bid using the same method as the determination of the Period Price detailed below. The Base Price shall be used in all bids.

#### **Period Price**

The Period Price is the price of liquid asphalt for each monthly period as determined by the Department using the average selling price per standard ton of PG64-28 paving grade (primary binder classification) asphalt, FOB manufacturer's terminal, as listed under the "East Coast Market - New England, Boston, Massachusetts area" section of the Poten & Partners, Inc. "Asphalt Weekly Monitor". This average selling price is listed in the issue having a publication date of the second Friday of the month and will be posted as the Period Price for that month. The Department will post this Period Price on its website at <http://www.mhd.state.ma.us/> within two (2) business days following its receipt of the relevant issue of the "Asphalt Weekly Monitor". Poten and Partners has granted the Department the right to publish this specific asphalt price information sourced from the Asphalt Weekly Monitor. This method of period price determination was formerly called the New Asphalt Period Price Method. Separate website postings using both the New Asphalt Period Price Method and the Old Asphalt Period Price Method were discontinued after June 2013.

#### **Price Adjustment Determination, Calculation and Payment**

The Contract Price of the HMA mixture will be paid under the respective item in the Contract. Price Adjustments, as herein provided, either upwards or downwards, will be made after the work has been performed using the monthly period price for the month during which the work was performed. Price Adjustments will be paid only if the variance from the Base Price is 5% or more for a monthly period. The complete adjustment will be paid in all cases with no deduction of the 5% from either upward or downward adjustments. The Price Adjustment applies only to the actual virgin liquid asphalt content in the mixture placed on the job in accordance with the Standard Specifications for

Highways and Bridges, Division III, Section M3.11.03. Price Adjustments will be separate payment items. The pay item numbers are 999.401 for a positive price adjustment (a payment) and 999.402 for a negative price adjustment (a deduction). Price Adjustments will be calculated using the following equation: Price Adjustment = Tons of HMA Placed X Liquid Asphalt Content % X RAP Factor X (Period Price - Base Price) No Price Adjustment will be allowed beyond the Completion Date of this Contract, unless there is a Department approved extension of time

**DOCUMENT 00813**

**SPECIAL PROVISIONS**

**MONTHLY PRICE ADJUSTMENT FOR DIESEL FUEL AND GASOLINE – ENGLISH  
UNITS**

**Revised: 01/26/2009**

This monthly fuel price adjustment is inserted in this contract because the national and worldwide energy situation has made the future cost of fuel unpredictable. This adjustment will provide for either additional compensation to the Contractor or repayment to the Commonwealth, depending on an increase or decrease in the average price of diesel fuel or gasoline.

This adjustment will be based on fuel usage factors for various items of work developed by the Highway Research Board in Circular 158, dated July 1974. These factors will be multiplied by the quantities of work done in each item during each monthly period and further multiplied by the variance in price from the Base Price to the Period Price. The Base Price of Diesel Fuel and Gasoline will be the price as indicated in the Department's web site ([www.mhd.state.ma.us](http://www.mhd.state.ma.us)) for the month in which the contract was bid, which includes State Tax.

The Period Price will be the average of prices charged to the State, including State Tax for the bulk purchases made during each month. This adjustment will be effected only if the variance from the Base Price is 5% or more for a monthly period. The complete adjustment will be paid in all cases with no deduction of the 5% from either upward or downward adjustments. No adjustment will be paid for work done beyond the extended completion date of any contract. Any adjustment (increase or decrease) to estimated quantities made to each item at the time of final payment will have the fuel price adjustment figured at the average period price for the entire term of the project for the difference of quantity.

The fuel price adjustment will apply only to the following items of work at the fuel factors shown:

| ITEMS COVERED                                                                                                                                                       | FUEL FACTORS          |                      |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|----------------------|
|                                                                                                                                                                     | Diesel                | Gasoline             |
| Excavation: and Borrow Work:<br>Items 120, 120.1, 121, 123, 124, 125, 127, 129.3, 140, 140.1, 141, 142, 143, 144., 150, 150.1, 151 and 151.1<br>(Both Factors used) | 0.29<br>Gallons / CY. | 0.15<br>Gallons / CY |
| Surfacing Work:<br>All Items containing Hot Mix Asphalt                                                                                                             | 2.90<br>Gallons / Ton | Does Not Apply       |

## **ITEM 437.1 INSTALLATION OF SPEED HUMPS ON THE PUBLIC WAY**

### **A. GENERAL**

The scope of work to be performed under this section shall consist of the installation of speed humps using bituminous concrete per the attached plan set. This item includes cleaning, scarification of existing pavement along gutter lines, replacement of bituminous concrete, compacting and joint and surface sealing using tack coat as shown on the typical Speed Hump.

The bituminous concrete material used for the installation of speed humps required under this contract shall conform to the following:

1. Massachusetts Highway Department (MHD) Standard Specifications for Highways and Bridges, SUPERPAVE bituminous concrete mix.
2. All mix formulations must consist of 100% virgin materials. Reclaimed asphalt pavement (R.A.P.) and/or reheating or bituminous concrete mixes are unacceptable in the performance of work under this contract.
3. Consistency of bituminous concrete must be maintained. The Contractor will periodically be required to submit samples to be obtained from the job site.

The work shall be performed in the following manner:

1. Using appropriate methods, prior to the commencement of any work, the Contractor shall clean the area in which speed humps are to be installed.
2. The Contractor shall install and bag the speed hump warning signage, per the plan.
3. The Contractor shall then cold plane the street with an approved cold planing machine or grinder to the appropriate depth, width, and length. The excavated area will then be filled with SUPERPAVE bituminous concrete top course placed in two lifts and thoroughly compacted with a steel wheeled roller, as shown on the typical detail, or directed by the Contracting Officer. Excavated materials resulting from the operation shall be removed and disposed of by the Contractor or as otherwise directed by the Contracting Officer.
4. All grinding shall be done during daylight hours unless otherwise specified.
5. After the proper consistence of the paving material has been attained, the combined mixture shall be raked to the desired grade and compacted. Compaction shall be accomplished by use of a designated static and/or

vibratory steel wheeled roller, with a weight not to exceed ten ton, to establish a uniform density comparable to that of the adjacent surface with the work area.

6. The Contractor shall exercise due care in not to disturb or break existing manholes, valve boxes, catch basins, monument boxes, castings, etc. All castings broken shall be replaced or repaired at the Contractor expense.
7. Tack coat shall be applied to the edges of the entire area designated for installation of the speed humps.
8. The contractor shall unbag the warning signage.

#### **B. MEASUREMENT AND PAYMENT**

Item 437 will be paid for by the linear foot for speed humps complete in place across the roadway.

### **ITEM 503 12 INCH REFLECTORIZED WHITE LINE (THERMOPLASTIC)**

#### **A. GENERAL**

The materials used for this section shall conform to the applicable portions of MassDOT 2023 Standard Specifications for Highways and Bridges Division III Section M7 Paints, Protective Coatings, and Pavement Markings.

**SURFACE PREPARATION:** The pavement shall be dry and free of sand, grease, oil or other foreign substances. Bituminous concrete shall have been in place for at least 48 hours prior to paint application.

**APPLICATION:** In accordance with the manufacturer's specification and with good painting practices, markings shall be applied at locations and at specified dimensions as designated on the drawings. All applicable requirements of Section 860 (MSSHB) shall be met for work in this section.

**PROTECTION:** The Contractor shall protect pavement markings until sufficiently dry to bear traffic. Cones or like barriers shall be used to protect markings.

#### **B. MEASUREMENT AND PAYMENT**

Items 503 are paid for by the linear foot. The price shall include all work necessary to successfully perform all tasks associated with these specifications and to the satisfaction of the Contracting Officer and the Department of Transportation & Mobility.

### **ITEM 520 WARNING AND REGULATORY SIGNS**



## **A. GENERAL**

All traffic signs must conform to the 2023 Manual of Uniform Traffic Control Devices (for Conventional Roads) and the MassDOT Standard Specifications for Highways and Bridges for type and size. All regulatory and warning signs shall conform to the MUTCD specifications for size and type.

Regulatory and warning signs shall be 0.08" aluminum with high intensity prismatic reflective sheeting.

Parking signs shall be engineer-grade retro-reflective sheeting on 0.08" aluminum.

WRTA bus stop signs, when applicable, will be provided to the Contractor. Signs that have been removed for replacement shall be delivered to the Street Operations Traffic Division at 26 Albany Street.

Special "Private Street Dangerous" and "Not a Thru Street" blades are 6" aluminum extruded with 3" all uppercase letters, with the same materials used for street name blades.

All hardware for Warning and Regulatory signs shall be aluminum cantilever side mounts or aluminum post caps for top mounts. The Contractor is responsible to provide stainless steel banding, brackets, buckles and bolts for the installation of such materials. All banding material shall be 1/2".

## **B. MEASUREMENT AND PAYMENT**

Payment for this item shall be paid per each.

### **ITEM 520.001 TRAFFIC SIGN REMOVED AND RESET**

## **A. GENERAL**

Work under this item shall conform to the relevant provisions under Section 828 and Section 840 of the MassDOT Standard Specifications for Highways and Bridges and the following:

The Contractor shall carefully remove and reset all signs as called out on the plans and as directed by the Project Manager. Removal and resetting shall include all attachment hardware and sign support posts.

## **B. METHOD OF MEASUREMENT AND BASIS OF PAYMENT**

Traffic Signs Removed and Reset will be measured and paid for at the contract unit price per each, complete in place.

## **ITEM 523.001 TRAFFIC SIGN POLES**

### **A. GENERAL**

Work under this item shall conform to Section 500, the relevant provisions under Subsections 828 and 840 of the MassDOT Standard Specifications for Highways and Bridges, and the following:

All Traffic and Street Signs shall be mounted on 2 inch black (Paint/Powder coat finish) quick punch square galvanized poles. All poles shall be secured to 2 1/4 inch galvanized anchors extending no more than 6 inches above finished grade of sidewalk or tree lawn (Hardware shall consist of 5/16 " zinc plated corner bolt fastened with an acorn nut.)

All street name signs will be mounted on top of pole with a top mount bracket and or by means of a cantilever bracket. Signs shall be parallel to corresponding street. Signs in excess of 36" long, mounted with a cantilever bracket shall be mounted with a bracket extension.

All pole assemblies without top mounted signs will be fitted with 2" Rain Caps. All Signs shall be secured to poles by means of vandal proof 5/16" rivets. All signs shall be marked on the back side in line with mounting holes with location and date of installation.

### **B. METHOD OF MEASUREMENT AND BASIS OF PAYMENT**

Traffic sign poles will be measured and paid by the contract unit price per EACH, complete in place.

**A. GENERAL**

This item shall consist of preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site(s), for the establishment of all contractor's field offices, buildings, and other facilities necessary for work on the project and all other work and operations which must be performed or for costs which must be incurred prior to beginning work. The unit bid price for Item 748, Mobilization shall not exceed 3% of the contract bid total, exclusive of this item. Failure to observe this requirement may result in rejection of the bid.

**B. CONSTRUCTION METHOD**

The work required to provide the above facilities and services for Mobilization shall be done in a safe and workmanlike manner and shall conform with any pertinent local or state law, regulation, or code. Good housekeeping consistent with safety shall be maintained. All warning signs must be installed and bagged prior to construction of the speed hump.

**C. METHOD OF MEASUREMENT AND BASIS OF PAYMENT**

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

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