

**E3114**  
**Beartown Mountain Roadway Improvement Project**  
Monterey, Massachusetts

**ADDENDUM #2**  
**October 6, 2023**

The Original Bid Documents, including the Contract Documents, Specifications and Plans, are hereby amended as noted in this Addendum No. 2, dated October 6, 2023. Contractor shall acknowledge receipt of this addendum by inserting its number and date in the space provided in the Bid Documents.

1. *Question: Is there any excavation involved with this project? The project description in the Scope of work, page 1 of 29 of the specifications, states that we will be installing the new road surface over the existing roadway, and I see no bid items for any type of excavation. If this is the case, how are we supposed to meet the existing grade at the existing paved surface as stated? There is also no proposed grading plan to help us determine excavation to new subgrade or how to blend the new surface into the existing to meet grade.*

**Answer: Excavation is required at the intersection of the new road surface and the paved roadway and is considered incidental to the work. See attached “Gravel – Pavement Transition” detail.**

2. *Question: Bid item #7 is for a SCB-4 erosion control barrier, but the specifications only mention types 1, 2 and 3. Please provide a detail or description for the SCB-4.*

**Answer: Please see attached detail for the SCB-4. Size is 9”**

3. *Question: The scope of work on page 1 of the Special Provisions lists items that are not bid items and are not shown on a drawing, such as Perform demolition activities as required, Perform excavation operations, drainage improvements and related work and loam and seed. Can we get some plans that shown what work is going on? Is there loam and seed required? Are there drainage improvements required? What is required for demolition?*

**Answer: Please see the attached revised Special Provisions.**

4. Due to design changes, the NX850 Tensar Geogrid layer has been eliminated and only the NX850FG layer will be used. Stone quantity has been adjusted accordingly. Attached is a revised Listing of Pay Items and a revised Bid Form for submission.
5. The date and time of the bid opening remains on October 26, 2023 at 2:00 PM at Monterey Town Hall, 435 Main Road, Monterey, MA 01245.
6. Please acknowledge receipt of this Addendum #2 on the Bid Proposal Form.

**LISTING OF PAY ITEMS**

<b><u>#</u></b>	<b><u>ITEM</u></b>	<b><u>UNIT</u></b>
1	NX850FG Triaxial Geogrid w/Bonded Filter Fabric	SY
2	Crushed Stone for Base Course, – 1.5”	CY
3	Processed Gravel for Surface Course-M1.03.1	CY
4	Gravel Borrow M1.03.0 Type B for Driveways	CY
5	Fine Grading & Compaction w/CaCl	SY
6	Erosion Control Barrier (SCB-4) as needed	LF
7	Safety Controls & Signage for Construction Operations	LS
8	Traffic Control Services	ALLOW
9	Testing Services	ALLOW

**BID FORM-REVISED**  
**BEARTOWN MOUNTAIN ROADWAY IMPROVEMENT PROJECT**  
**MONTEREY, MA**

ITEM NO.	QUANTITY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE DOLLARS & CENTS	AMOUNT DOLLARS & CENTS
1	18,350 SY	Tensar NX850FG Geogrid with Bonded Filter Fabric at _____ per SQUARE YARD		
2	6,160 CY	Crushed Stone 1.5" at _____ per CUBIC YARD		
3	3,100 CY	Crushed Processed Gravel M1.03.1 at _____ per CUBIC YARD		
4	600 CY	Gravel Borrow M1.03.0 Type B for Driveways at _____ per CUBIC YARD		
5	18,350 SY	Fine Grading & Compaction w/CaCl at _____ Per SQUARE YARD		
6	500 LF (Assume)	Erosion Control Barrier (SCB-4) as needed at _____ per LINEAR FOOT		
7	1 LS	Safety Controls & Signage for Construction Operations at _____ per LUMP SUM		
8	ALLOW	Traffic Control Services at <u>Ten Thousand Dollars and Zero Cents</u> per ALLOWANCE	\$10,000.00	\$10,000.00
9	ALLOW	Testing Services at <u>Five Thousand Dollars and Zero Cents</u> per ALLOWANCE	\$5,000.00	\$5,000.00
		<b>TOTAL BID =</b>		

**TOTAL BID IN WORDS:**

\_\_\_\_\_

\_\_\_\_\_

Town of Monterey  
 Beartown Mountain Roadway Improvement Project  
 Bid Opening: October 26, 2023

Contractor: \_\_\_\_\_  
 (Please Print)

Date: \_\_\_\_\_

## SPECIAL PROVISIONS

### SCOPE OF WORK

The work shall consist of furnishing all labor, materials, equipment, and performing all operations necessary for the **Beartown Mountain Roadway Improvement Project** as shown on the plans, as herein specified, as directed by the Field Engineer, and as evidently required to properly complete the following items:

1. Provide traffic controls and mobilization as incidental.
2. Install erosion controls as directed.
3. Protect existing utilities.
4. Perform gravel and stone roadway operations and related work.
5. Loam and seed immediately following work as directed.
6. Perform clean-up and incidental work as directed.
7. Provide Record Data.

### WORK SCHEDULE

All bids are to be opened on October 26, 2023.

Begin Work:	November 6, 2023
Substantial Completion:	June 15, 2024
Final Completion:	June 28, 2024

### PLANS AND SPECIFICATIONS

The location and details of the work to be done are shown on the attached locus plan, and a set of details included in the specifications. The plans along with these Special Provisions shall be supplemental to the Massachusetts Department of Public Works "Standard Specifications for Highways and Bridges," 2023 edition, as amended.

Special Provisions are on file at the office of the Superintendent of Public Works.

### GENERAL

The Contractor must satisfy himself/herself, by his/her own investigation and research, regarding conditions affecting the work to be done and the plant, equipment, labor, and materials needed, and make his/her bid in sole reliance thereon.

The Contractor shall furnish all labor and materials, tools, plans and equipment, and do all the work necessary to furnish and install and complete the work in accordance with the Special Provisions, the Plans and the Standard Specifications.

Wherever the term "Standard Specifications" is used in these Special Provisions, it shall mean the "Standard Specifications for Highways and Bridges" of the Department of Public Works of Massachusetts, 2023 Edition, including all Supplemental Specifications to date; and any and all other addenda and revisions thereto, along with the following additional addenda to the Standard Specifications:

Page 4 – delete "1.09 Commission, etc."

Page 5 – 1.17 Department – delete "Public Works" - insert "The Town of Monterey".

Page 5 - delete paragraph 1.19

The word "Department" will refer to the "Town of Monterey," and the term "Engineer" will refer to Foresight Land Services, Consulting Engineers for the Town.

Note: The work required in the following sections will be considered incidental work to the contract unless otherwise specified.

#### INSPECTION OF WORK

A Field Engineer, appointed by the Town, will be present when critical portions of the work are being performed. Whenever the term "Field Engineer" appears in these documents, it shall be interpreted as meaning the authorized inspector appointed to the Town.

No materials shall be used and/or paid for under this contract which have not been examined and passed by the owner and engineer or for any reason placed outside the prescribed limits of work.

#### EXAMINATION OF CONTRACT DOCUMENTS

Bidders shall thoroughly examine and be familiar with the Plans and Specifications. The failure or omission of any bidder to receive or examine any form, instrument, or document or to visit the site and acquaint themselves with conditions there existing, shall in no way relieve any bidder from any obligations with respect to his/her bid. By submitting a bid, the bidder agrees and warrants that he has examined the site and the Specifications and Plans, and where the Specifications require in any part of the work a given result to be produced that the Specifications and Plans are adequate to produce the required results. Any work called for in the Specifications and not shown on the Plans, or any work shown on the Plans and not called for in the Specifications shall be considered as called for in both. The Contractor shall furnish his/her own copy of the "Standard Specifications" and amendments thereto, and shall ensure that a copy is available for reference at the work site.

#### SOIL DATA

The Contractor must satisfy himself/herself, by his/her own investigation and research regarding conditions affecting the work to be done and the plant, equipment, labor, and materials needed, and make his/her bid in sole reliance thereon.

#### SURVEYING CONTROL

No survey has been performed for this project. Contractor shall be responsible for providing grades and slopes to meet existing conditions, while providing adequate drainage and conforming to the construction details herein.

The Contractor shall provide at his/her own expense all materials and labor as may be required to establish all project control range lines, reference marks and line and grade stakes. The Contractor's plan for project control shall be submitted to the Engineer for approval prior to starting any work.

If the Contractor, through willfulness or carelessness, removes or permits to be removed such reference marks before the prosecution of the work requires it, they shall be replaced at his/her own expense. All work shall conform, during its progress and on its completion, truly to the

lines and grades shown on the Plans, and shall be done in a thoroughly substantial and workmanlike manner, in accordance with the plans and directions given by the Field Engineer from time to time as shall be deemed necessary by him during its execution.

CONFORMITY WITH PLANS AND SPECIFICATIONS (Supplementing Section 5.03)

The Contractor shall make his/her own determination of dimensions and details in the field and have no claim for differences between the plan and the actual field measurements. In all phases of the work, the Contractor will be required to conform to all local regulations as to proper use of highways, bridges, etc. The Contractor shall so limit his/her operations and carry on his/her work in such manner and sequence as to insure the least possible interference with traffic.

Special attention is called to the requirements of Section 7.09, 7.10, 7.11, General Requirements and Covenants of the "Standard Specifications".

SCHEDULE OF OPERATIONS AND TRAFFIC DETOURS (Supplementing Subsection 8.02)

At least one week prior to starting construction, the Contractor shall submit to the Engineer and to the Board of Selectmen, Public Works Superintendent and Chief of Police, for information purposes, the schedule outlined in their bid submission, with any revisions highlighted. The schedule should include their proposed operations, including traffic detour schedule. Acceptance of such schedule of operations shall not in any way remove sole responsibility and liability from the Contractor for any and all damage occurring during the duration of the job caused by faulty construction, improper procedure or negligence.

Work on this project is restricted to a five (5) day week with the Contractor and all Subcontractors working on the same shift – see also Section 02000, {2.5}. No work shall be done on this Contract on legal holidays. Work will not be allowed the day before or the day after a long weekend, which involves a holiday, without prior written approval of the Engineer. Contractor will not be permitted to work at more than one location without the prior permission of the Engineer.

Work that requires closure of a travel lane shall not be performed between the hours of 7:00am and 9:00am, and 4:00pm and 6:00pm. Setup and removal of all equipment and materials for construction and/or traffic maintenance shall be done during the prescribed work hours. The roadway shall be free of the Contractor's personnel and operations during restricted hours.

The Contractor shall give notice to the Engineer at least 48 hours in advance of beginning any work affecting traffic and shall not proceed with operations without specific notices to, and approval of, the Engineer.

PROSECUTION OF WORK (Supplementing Subsection 8.03) Mandatory

The Contractor shall secure his/her equipment outside of the limits of the roadway when not actually working so that the flow of pedestrians and vehicular traffic will not be obstructed.

ACCESS TO THE WORK SITE

The Contractor shall construct at his/her own expense such temporary access roads as may be necessary for his/her equipment, men and materials to reach the sites of the work and to carry out the terms of the contract. Upon completion of the work, all temporary access roads shall be

removed and the areas graded, seeded and mulched and otherwise restored to their original conditions satisfactory to the Engineer. Particular attention shall be paid to prevention of erosion and siltation of watercourses caused by wheel tracks and ruts.

#### PUBLIC SAFETY AND CONVENIENCE (Supplementing Subsection 7.09)

The Contractor's attention is called to the following:

- Industrial Bulletin No. 13-U.S. Department of Labor.
- Rules and Regulation for Structural Painting-Occupational Safety and Health Administration.
- Department of Labor and Industries, Commonwealth of Massachusetts-Construction Standards, Volume 37, No. 243, Part III, Issued December 16, 1972.

#### BARRICADES AND WARNING SIGNS (Supplementing Subsection 7.10)

All automotive equipment not protected by traffic cones or flares, that are working on a project, which is open to traffic, shall have one amber flashing warning light mounted on the roof or the highest practical point of the machinery. These lights shall be in operation whenever the equipment is working on the highway and/or traveling in the work area at a speed less than 20 MPH.

Amber flashers must be visible to both oncoming and overtaking vehicular traffic and shall have a minimum of 32 candlepower and a flashing frequency of 50-60 times per minute.

All vehicles, excepting passenger cars, which are assigned to the project and which operate at speeds of 25 MPH or less, shall have an official SLOW MOVING VEHICLE EMBLEM displayed.

On a project that is open to traffic, all personnel who are working on the traveled way or breakdown lanes and who are not protected by traffic cones shall wear approved safety vests.

#### 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 50KV or below, and greater distances for higher voltage...".

#### RESPONSIBILITY FOR DAMAGE CLAIMS

The Contractor's attention is called to Section 7.14 of the "Standard Specifications", "Responsibility for Damage Claims".

Particular attention of all bidders is called to Section 8.03, 8.10, and 8.11 of the "Standard Specifications" which refer to "Prosecution of Work", "Determination and Extension of Contract Time for Completion" and "Failure to Complete Work in Time".

Attention is called to the fact that Minimum Wage Rates are established for the project and are set forth herein.

#### INSURANCE REQUIREMENTS

See Section 7.05 of the "Standard Specifications" for Insurance Requirements. The minimum limits of the several kinds of liability insurance required for this contract are as follows:

Contractor's Public Liability	\$2,000,000/4,000,000
Contractor's Property Damage Liability	\$2,000,000/2,000,000
Contractor's Protective Public Liability	\$2,000,000/4,000,000
Contractor's Protective Property Damage	\$2,000,000/4,000,000

#### WETLANDS PROTECTION ACT – Not Applicable

Work under this contract will take place within the areas regulated by the Wetlands Protection Act MGL Chapter 131. The Contractor shall ensure that adequate measures are taken to prevent release of sediment or other pollutants into storm drains, watercourses, or wetland areas. Engineer will provide Contractor with a copy of the permit prior to construction.

Disturbance of adjacent areas will not be allowed. Erosion controls shall be placed at a minimum along the down gradient limits of work where erosion and sedimentation could occur.

#### AVAILABLE FUNDS

The Town reserves the right to eliminate any portion of the work under this contract, in order to bring the total expenditure within the amount available for the project or to comply with any conditions of permits obtained for this project, and to limit the prosecution of the work to such points and in such order as may be directed, without any adjustment in the contract prices for the Items, unless otherwise specified in these Special Provisions.

#### PLANT PEST CONTROL

All soil moving equipment operating in regulated areas in Massachusetts will be subject to plant quarantine regulations. In general, these regulations require the thorough cleaning of soil from equipment by the Contractor before such equipment is moved from regulated areas within Massachusetts to un-infested areas either within or without the Commonwealth. The cost of such cleaning shall be included in the contract price and shall not be in addition thereto.

Complete information may be obtained from the Massachusetts Department of Agriculture, Plant Pest Control Division, 100 Cambridge Street, Boston. For interstate movement of soil moving equipment, contact the U.S. Department of Agriculture, Plant Pest Control, 424 Trapelo Road, Waltham, Massachusetts 02154.

#### PREVENTION OF WATER POLLUTION-SANITARY PROVISIONS

(Supplementing Section 7.02)

Storm drains in the public way discharge to protected wetland resource areas. During the performance of all work under this contract, the Contractor shall adopt such precautions in the conduct of his/her operation as may be necessary to avoid contaminating water in the river. All earthwork, grading, moving of equipment, water control and other operation likely to create silting, shall be so planned and conducted as to minimize pollution in the river. Water used for any purpose whatsoever by the Contractor, which has become contaminated with soil, bitumen, salt, concrete or other pollutants shall not be discharged in the river. Under no circumstances shall the Contractor discharge pollutants into the river. Note: The Contractor shall not store fuel



nor permit any refueling of construction equipment while such equipment is within 100 feet of any storm drain or watercourse that drains to the river.

#### EXECUTIVE ORDER #195

In compliance with Executive Order #195 of the Governor of the Commonwealth, the Governor or his/her designee, the Secretary of Administration and Finance, and the State Auditor or his/her designee shall have the right, at reasonable times, and upon reasonable notice, to examine the books, records, and other compilations of data of the contractor which pertain to the performance of the provisions and requirements of this contract.

#### OVERLOADED TRUCKS

The Department will not accept any materials delivered to any 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. The provisions of Subsection 7.03 of the Standard Specifications shall still apply.

#### EXECUTIVE ORDER #130 (Anti-Boycott Covenant)

The Contractor warrants, represents and agrees that during the time this contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott, as defined in Section 999 (b) (3) and (4) of the Internal Revenue Code of 1954, as amended, or engages in conduct declared to be unlawful by Section 2 of Chapter 151 E, Massachusetts General Laws. If there shall be a breach in the warranty, representation and agreement contained in this paragraph, then without limiting such other rights as it may have the Commonwealth shall be entitled to rescind this contract.

As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the contractor, or which directly or indirectly owns at least 51% of the ownership interests of the contractor.

#### STEEL AND CEMENT

Supplementing Subsection 6.01 (Source of Supply and Quality)

All Steel and cement must be produced in the United States. The determination of foreign or domestic character will be based on the place of manufacture, and the origin of more than 50% of its components. Foreign cement and steel can be used if the cost of those materials does not exceed 0.1% of the total contract cost or \$2,500, whichever is greater.

#### DISPOSAL AREA

All excavated rock and surplus earth materials, shall be properly disposed of offsite. The Contractor shall ensure that disposal is in accordance with all applicable local, state, and federal regulations.

#### TEMPORARY SANITARY FACILITIES

Contractor shall provide an adequate number of toilet facilities with chemical type toilets, hand washing facilities and temporary lighting rented from and serviced by an approved company, as necessary for all persons engaged on the work.

Toilets shall be erected onsite, and shall be maintained by the Contractor in a clean and orderly condition in compliance with all local and State health requirements, and shall be removed upon substantial completion of the work.

#### EASEMENTS

The work will be performed within the Town right-of-way. Temporary easements may be required on private properties. The contractor shall take special care when working on or near private property and communicate with property owners and occupants during the work.

#### PHOTOGRAPHS

The Contractor shall furnish the Engineer suitable 8" x 10" color photographs of the project in digital format and a digital video recording along the entire route.

The following photographs shall be provided: a sufficient number of exposures in the project area and the surrounding areas to document all of the existing conditions.

**Photographs shall be taken prior to start of any work.** Each photograph shall have permanently written on its face, a legible description or title indicating date, location, direction from which taken, project title, and item of work photographed. A sketch showing the location and direction of each photograph shall be submitted along with the photographs.

The cost of furnishing photographs shall be included in the prices bid for the various pay items provided for in this contract.

#### RECORD DRAWINGS

Upon completion of all work under this contract, the Contractor is required to submit to the Engineer, a neatly marked up set of plans showing record information. The cost of furnishing record data shall be included in the prices bid for the various pay items provided for in this contract.

#### DIG SAFE NOTIFICATION

Contractor shall fully comply with "Dig Safe" programs and shall coordinate with other utility companies and local public works department for location of any and all facilities, and shall notify proper authorities before proceeding with any excavation. Contractor shall submit to Owner's Representative his/her Dig-Safe verification number prior to beginning excavation.

Dig Safe 1 (888) 344-7233

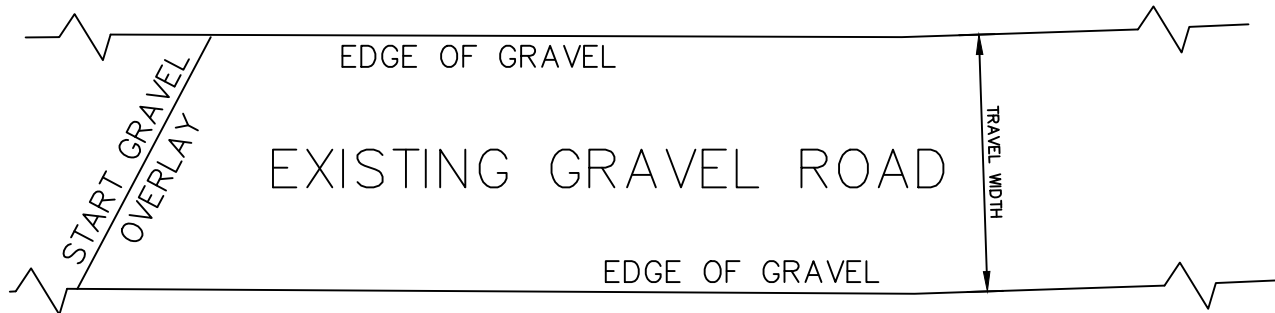
#### PRICE ADJUSTMENT REQUIREMENTS FOR CITIES AND TOWNS

(M.G.L. Chapter 30, Section 38A)

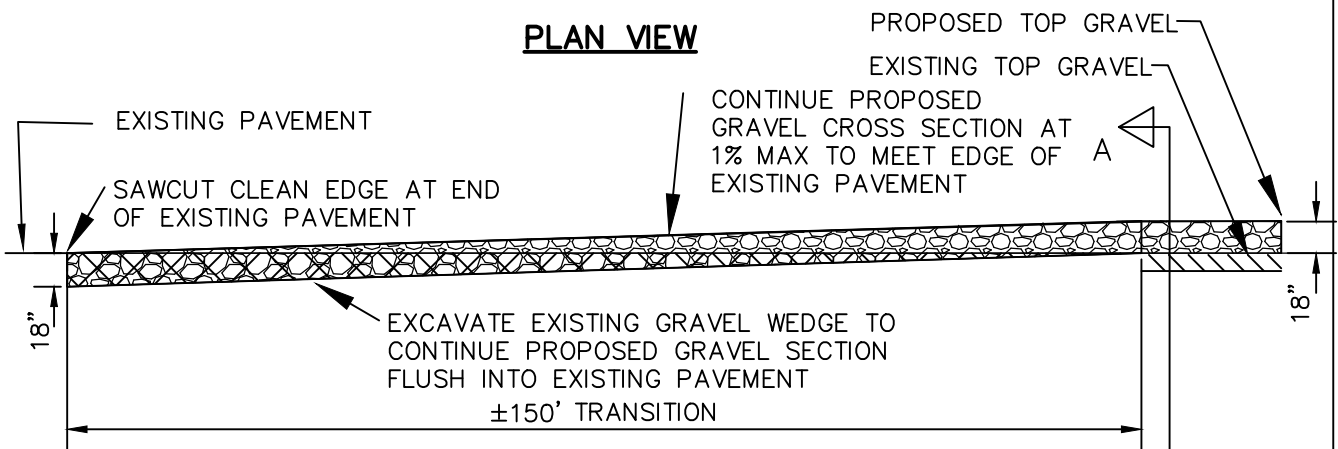
All municipalities are required to include price adjustment clauses for diesel fuel, gasoline, liquid asphalt, Portland cement concrete, and steel for all construction contracts for road, bridge, water and sewer projects advertised for bid and awarded under Chapter 30 Section 39M after January 1, 2014.

The exact language of M.G.L Chapter 30, Section 38A states:

*“Contracts for road and bridge projects awarded as a result of a proposal or invitation for bids under section 39M shall include a price adjustment clause for each of the following materials: fuel, both diesel and gasoline; asphalt; concrete; and steel. Contracts for water and sewer projects awarded as a result of a proposal or invitation for bids under said section 39M shall include a price adjustment clause for fuel, both diesel and gasoline; liquid asphalt; and portland cement contained in cast-in-place concrete. A base price for each material shall be set by the awarding authority or agency and shall be included in the bid documents at the time the project is advertised. The awarding authority or agency shall also identify in the bid documents the price index to be used for each material. The price adjustment clause shall provide for a contract adjustment to be made on a monthly basis when the monthly cost change exceeds plus or minus 5 per cent.”*



**PLAN VIEW**



**PROFILE VIEW AT TRANSITION**

SEE GRAVEL ROADWAY DETAIL

**SECTION A-A'**

GRAVEL-PAVEMENT TRANSITION

36032A  
3/29/23  
REV# 2

