



Charles D. Baker, Governor
Karyn E. Polito, Lieutenant Governor
Stephanie Pollack, Secretary & CEO
Jonathan L. Gulliver, Highway Administrator



March 8, 2019

608352-105924

ADDENDUM NO. 2

To Prospective Bidders and Others on:

SALEM
Federal Aid Project No. TAP-0034(218)X
Construction of Phase 2 of the Canal Street Rail Trail Shared Use Path
from Canal to Roslyn Streets

BIDS TO BE OPENED AND READ: TUESDAY, MARCH 12, 2019 AT 2:00 P.M.
Transmitting revisions to the Contract Documents as follows:

RESPONSES TO BIDDERS' QUESTIONS: 2 pages.

DOCUMENT 00104: Revised page 3.

DOCUMENT 00880: Deleted document in its entirety and inserted new document (8 pages).

DOCUMENT A00801: Revised page 111.

Please take note of the above, substitute the revised pages for the originals, delete document indicated, insert new document in proper order, and acknowledge Addendum No. 2 in your Expedite Proposal file before submitting your bid.

Very truly yours,

Frank Kucharski, P.E.
Construction Contracts Engineer

SP
c: David Shedd

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(608352-105924)

Responses to Bidders' Questions

Addendum No. 2, March 8, 2019

Advanced Drainage Systems, Inc., e-mail dated February 21, 2019

Question 1) The Project is currently specified with 36-inch Reinforced Concrete Pipe Class V. Item Number and quantity are as follow:

244.36 = 36-Inch Reinforced Concrete Pipe Class V (1,220 LF)

We would like to respectfully request that corrugated polypropylene pipe (per AASHTO M330) be allowed under the pipe option for the above referenced items; polypropylene pipe (per AASHTO M330) is now included within the MassDOT Interim Supplemental Specifications under Subsection M5.03.10 Corrugated Plastic Pipe. If allowed, the installation of the corrugated polypropylene pipe (per AASHTO M330) would follow MassDOT Installation Guidelines. If additional information shall be required, please contact me at your earliest convenience regarding this request for a storm drainage pipe alternative.

Response 1) During the design phase 36-Inch Reinforced Concrete Pipe Class V was preferred. The HDPE option is not applicable for 36-Inch Reinforced Concrete Pipe Class V.

Steelco Chain Link Fence Erecting Co., Inc. , e-mail dated March 4, 2019

Question 2) BID ITEM 647.096 – 96 INCH CLF – PTR – BARBED WIRE – LPO – Page A00801-103.

As it pertains to fence fabric – first paragraph refers to standard specifications and the MBTA book of standard plans drawing – 3206. MBTA standard drawing 3206 for high security fence specifies 3/8 inch mesh fabric whereas contract specifications page A00801-106 specifies 1 inch mesh. Please clarify. Phase 1 project, installed at earlier date has 1 inch fabric.

Response 2) Fence fabric shall be 1-inch mesh, as specified in the special provisions (page A00801 – 106).

Fence fabric mesh shall match what was installed in phase 1 of the Bike Path project.

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E.T.& L. Corp., e-mail dated March 7, 20119

Question 3) Item 673.2 Remove and Dispose Utility Pole and Wire. What does this work entail? The drawings indicate the work will be done by others.

Response 3) See revised page A00801 – 111.

Question 4) Item 998.1 South River Conduit Connection and Repair. The drawings indicate that the contractor is responsible for the diversion of water. Can you provide the existing flow rate information so we can properly evaluate the amount of work? Is there any restrictions on for the diversion of water? Is there a suggested method to divert this water?

Response 4) Item 998.1 South River Conduit Connection and Repair - . The Contractor is responsible for determining the flow rate based on available information and providing a plan and back up assumption to the City and the Department for review.

② Addendum No. 2, March 8, 2019

NOTICE TO CONTRACTORS (Continued)

PRICE ADJUSTMENTS

- ② This Contract contains price adjustments for hot mix asphalt and Portland cement mixtures, diesel fuel, and gasoline. For this project the base prices are as follows: liquid asphalt \$527.50 per ton, Portland cement \$125.86 per ton, diesel fuel \$2.302 per gallon, and gasoline \$1.79 per gallon. MassDOT posts the **Price Adjustments** on their Highway Division's website at <https://www.mass.gov/topics/highway-construction-resources>

This Contract contains Price Adjustments for steel. See Document 00813 - PRICE ADJUSTMENT FOR STRUCTURAL STEEL AND REINFORCING STEEL for their application and base prices.

MassDOT projects are subject to the rules and regulations of the Architectural Access Board (521 CMR 1.00 et seq.)

Prospective bidders and interested parties can access this information and more via the internet at WWW.COMMBUYS.COM.

BY: Stephanie Pollack, Secretary and CEO, MassDOT
Jonathan L. Gulliver, Administrator, MassDOT Highway Division
SATURDAY, SEPTEMBER 15, 2018

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Addendum No. 2, March 8, 2019

DOCUMENT 00880

MINIMUM WAGES FOR FEDERAL AND FEDERALLY ASSISTED CONTRACTS
Revised February 20, 2019



DEPARTMENT OF LABOR

Employment Standards Administration

**MINIMUM WAGES FOR
FEDERAL AND FEDERALLY
ASSISTED CONSTRUCTION**

Addendum No. 2, March 8, 2019

General Decision Number: MA190018 02/22/2019 MA18

Superseded General Decision Number: MA20180023

State: Massachusetts

Construction Type: Highway

County: Essex County in Massachusetts.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date

0	01/04/2019
1	02/01/2019
2	02/22/2019

CARP0111-007 09/01/2017

	Rates	Fringes
CARPENTER (Includes Form Work)...	\$ 39.28	27.90

* ELEC0103-007 09/01/2018

	Rates	Fringes
ELECTRICIAN.....	\$ 50.62	32.13

ENGI0004-025 12/01/2018

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 1.....	\$ 47.58	28.10
Group 2.....	\$ 47.10	28.10

FOOTNOTE FOR POWER EQUIPMENT OPERATORS:
 A. PAID HOLIDAYS: New Year's Day, Washington's Birthday,
 Labor Day, Memorial Day, Independence Day, Patriot's Day,
 Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day

POWER EQUIPMENT OPERATORS CLASSIFICATIONS
 Group 1: Backhoe/Excavator/Trackhoe; Bobcat/Skid Steer/Skid
 Loader; Broom/Sweeper; Gradall; Loader; Paver (Asphalt,
 Aggregate, and Concrete); Post Driver (Guardrail/Fences)
 Group 2: Bulldozer; Grader/Blade; Milling Machine; Roller

IRON0007-026 09/16/2017

	Rates	Fringes
IRONWORKER (ORNAMENTAL AND STRUCTURAL).....	\$ 44.71	30.56

LABO0022-016 06/01/2018

	Rates	Fringes
LABORER		
Asphalt, Includes Raker, Shoveler, Spreader, and Distributor.....	\$ 33.50	22.92
Common or General.....	\$ 33.25	22.92
Landscape.....	\$ 33.25	22.92

LABO0039-001 06/01/2018

	Rates	Fringes
LABORER (Guardrail Installation).....	\$ 33.50	22.92

PAIN0035-023 01/01/2019

	Rates	Fringes
PAINTER (Steel).....	\$ 50.36	30.25

SUMA2014-008 01/11/2017

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER....	\$ 56.70	21.08
IRONWORKER, REINFORCING.....	\$ 49.94	22.45
LABORER: Concrete Saw (Hand Held/Walk Behind).....	\$ 41.78	18.37
OPERATOR: Crane.....	\$ 52.14	21.08
OPERATOR: Forklift.....	\$ 64.67	0.00
OPERATOR: Mechanic.....	\$ 48.14	17.02
OPERATOR: Piledriver.....	\$ 44.46	16.94
PAINTER: Spray (Linestriping)....	\$ 41.14	15.50
PILEDRIVERMAN.....	\$ 45.65	23.33
TRAFFIC CONTROL: Flagger.....	\$ 23.00	20.44
TRAFFIC CONTROL: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper.....	\$ 44.49	12.41

TRUCK DRIVER: Concrete Truck....\$ 33.69 15.79

TRUCK DRIVER: Dump Truck.....\$ 38.92 9.73

TRUCK DRIVER: Flatbed Truck....\$ 48.53 0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
 Wage and Hour Division
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

② Addendum No. 2, March 8, 2019

ITEM 666.1 CHAIN LINK FENCE REMOVED AND DISCARDED FOOT

The work under this Item shall conform to the relevant provisions of Section 120 of the Standard Specifications and the following:

The work under this Item consist of removing and discarding existing fences, gates, and foundations as shown on the plans or as required by the Engineer.

Old post holes and foundations shall be backfilled with suitable material and properly compacted.

METHOD OF MEASUREMENT

Item 666.1 will be measured for payment by the Foot chain link fence removed. Measurement will be taken in its original position from center to center of end posts to which fence is attached, including gates, along the top edge of the fence.

BASIS OF PAYMENT

Item 666.1 will be paid for at the Contract unit price per Foot, which price shall include all labor, materials, equipment, excavation and disposal of the existing foundations, supplying and placing of gravel backfill and compaction, and the restoration or replacement in kind of disturbed surfaces, and all incidental costs required to complete the work.

② ITEM 673.2 REMOVE AND DISPOSE UTILITY POLE AND WIRE LUMP SUM

The work under this Item shall conform to the relevant provisions of Section 120 of the Standard Specifications and the following:

The work under this Item consist of removing and discarding of existing utility pole and all wires as shown on the drawings or as required by the Engineer.

The Contractor is responsible for overseeing the removal of utility pole associated with this contract whether removed by the servicing utility company or the Contractor himself.

The Contractor shall coordinate with the owner of the property to call in a Termination of Service (disconnect) to National Grid and pay all required fees.

National Grid will disconnect the service and remove all their equipment.

The Contractor shall remove and stack the lighting fixture and/or remove and dispose all equipment if the owner does not want it.

BASIS OF PAYMENT

Item 673.2 will be paid for at the Contract unit price per Lump Sum, which price shall include all labor, materials, equipment, and all incidental costs required to complete the work.

ITEM 697.1**SILT SACK****EACH**

Work under this item shall conform to the relevant provisions of Sections 227 and 670 of the Standard Specifications and the following:

The work under this item includes the furnishing, installation, maintenance and removal of a reusable fabric sack to be installed in drainage structures for the protection of wetlands and other resource areas and the prevention of silt and sediment from the construction site from entering the storm water collection system. Devices shall be ACF Environmental (800)-448-3636; Reed & Graham, Inc. Geosynthetics (888)-381-0800; The BMP Store (800)-644-9223; or approved equal.

CONSTRUCTION

Silt sacks shall be installed in retained existing and proposed catch basins and drop inlets within the project limits and as required by the Resident Engineer.

The silt sack shall be as manufactured to fit the opening of the drainage structure under regular flow conditions, and shall be mounted under the grate. The insert shall be secured from the surface such that the grate can be removed without the insert discharging into the structure. The filter material shall be installed and maintained in accordance with the manufacturer's written literature and as directed by the Engineer.

Silt sacks shall remain in place until the placement of the pavement overlay or top course and the graded areas have become permanently stabilized by vegetative growth. All materials used for the filter fabric will become the property of the Contractor and shall be removed from the site.

The Contractor shall inspect the condition of silt sacks after each rainstorm and during major rain events. Silt sacks shall be cleaned periodically to remove and disposed of accumulated debris as required. Silt sacks, which become damaged during construction operations, shall be repaired or replaced immediately at no additional cost to the Department.

When emptying the silt sack, the contractor shall take all due care to prevent sediment from entering the structure. Any silt or other debris found in the drainage system at the end of construction shall be removed at the Contractors expense. The silt and sediment from the silt sack shall be legally disposed of offsite. Under no condition shall silt and sediment from the insert be deposited on site and used in construction.

All curb openings shall be blocked to prevent stormwater from bypassing the device.

All debris accumulated in silt sacks shall be handled and disposed of as specified in Section 227 of the Standard Specifications

COMPENSATION

Silt sacks will be measured and paid at the Contract unit price per each, complete in place, which price shall include all labor, materials, equipment and incidental costs required to complete the work. No separate payment will be made for removal and disposal of the sediment from the insert, but all costs in connection therewith shall be included in the Contract unit price bid.