



Charles D. Baker, Governor
Karyn E. Polito, Lieutenant Governor
Jamey Tesler, Acting Secretary & CEO
Jonathan L. Gulliver, Highway Administrator



May 11, 2021

610688-114377

ADDENDUM NO. 1

To Prospective Bidders and Others on:

DISTRICT 5

**Scheduled and Emergency Bridge Deck and
Joint Repairs at Various Locations**

THIS PROPOSAL TO BE OPENED AND READ: TUESDAY, MAY 25, 2021 @ 2:00 P.M.

Transmitting revisions to the Contract Documents as follows:

<u>DOCUMENT 00102:</u>	Revised page 2.
<u>DOCUMENT A00801:</u>	Revised page 4. Inserted pages 5.1 through 5.4.
<u>DOCUMENT A00880:</u>	Deleted document in its entirety.

Take note of the above, substitute the revised pages for the originals, insert the new pages in proper order, delete document indicated, and acknowledge Addendum No. 1 in your Expedite Proposal file before submitting your bid.

Very truly yours,

Eric M. Cardone
Digitally signed by
Eric M. Cardone
Date: 2021.05.11
11:23:41 -04'00'

Eric M. Cardone, P.E.
Construction Contracts Engineer

RM
c: Aleksander Mikheyev, Project Manager

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COVID 19 GUIDELINES AND PROCEDURES

The Contractor shall adhere to the Governor's COVID-19 Order No. 67 dated April 29th, 2021:

<https://www.mass.gov/doc/covid-19-order-67/download>

Per Subsection 5.09 – Inspection of the Work - the Contractor is required to provide assistance to the Engineer to make a complete and detailed inspection of the work. That assistance includes furnishing equipment to perform the inspection, therefore the Contractor will be required to provide CDC compliant Personal Protective Equipment (PPE) to Department personnel field staff. The CDC compliant PPE shall consist of face masks, gloves and eye protection.

All costs associated with compliance with this provision are considered to be incidental to the contract cost and therefore the Contractor will not be entitled to any additional compensation.

SECTION 9.00: MEASUREMENT AND PAYMENT**SUBSECTION 9.03: Payment for Extra Work**

(page I.83) Replace Subsection 9.03B in its entirety with the following:

B. Payment for work or materials for which no price is contained in the Contract.

If the Engineer directs, the Contractor shall submit promptly in writing to the Engineer an offer to do the required work on a lump sum or unit price basis, as specified by the Engineer. The stated price, either lump sum or unit price, shall be divided so as to show that it is the sum of:

- (1) The estimated cost of direct labor, materials, and the use of equipment, plus 10 percent of this total for overhead;
- (2) Plus 13 percent of direct labor, for the actual costs of Federal Insurance Contribution Act (FICA), Federal Unemployment Tax Act (FUTA), State Unemployment Tax Act (SUTA) including workforce training and Massachusetts Employer Medical Assistance Contribution, Earned Sick Time (EST) Law (940 CMR 33.00), and Paid Family and Medical Leave (PFML) Act (458 CMR 2.00);

or, as an alternative to the above 13 percent, the Contractor may elect to use actual rates for FICA, FUTA, SUTA, EST and PFML provided the actual rates are supported with verifiable documentation and shall be subject to review by Audit Operations;

- (3) Plus the actual cost of Workmen's Compensation and Liability Insurance, Health, Welfare and Pension benefits, and such additional fringe benefits which the Contractor is required to pay as a result of Union Labor Agreements and/or is required by authorized governmental agencies;
- (4) Plus subcontractor or a Public or Private Utility costs;
- (5) Plus 10 percent of the total of (1), (2), (3) and (4);
- (6) Plus the estimated proportionate cost of surety bonds (The Contractor shall provide evidence of revised bonds according to Subsection 3.04).

Unless an agreed lump sum and/or unit price is obtained from above and is so stated in the Extra Work Order the Contractor shall accept as full payment for work or materials for which no price agreement is contained in the Contract an amount equal to the following:

- (1) The actual cost for direct labor, material (less value of salvage, if any) and use of equipment, plus 10 percent of this total for overhead;
- (2) Plus 13 percent of direct labor, for the actual costs of Federal Insurance Contribution Act (FICA), Federal Unemployment Tax Act (FUTA), State Unemployment Tax Act (SUTA), including workforce training and Massachusetts Employer Medical Assistance Contribution, Earned Sick Time (EST) Law (940 CMR 33.00), and Paid Family and Medical Leave (PFML) Act (458 CMR 2.00);

SECTION 9.00 (Continued)

or, as an alternative to the above 13 percent, the Contractor may elect to use actual rates for FICA, FUTA, SUTA, EST and PFML provided the actual rates are supported with verifiable documentation and shall be subject to review by Audit Operations;

- (3) Plus the actual cost of Workmen's Compensation and Liability Insurance, Health, Welfare and Pension benefits, and such additional fringe benefits which the Contractor is required to pay as a result of Union Labor Agreements and/or is required by authorized governmental agencies;
- (4) Plus subcontractor or a Public or Private Utility costs;
- (5) Plus 10 percent of the total of (1), (2), (3) and (4);
- (6) Plus the estimated proportionate cost of surety bonds (The Contractor shall provide evidence of revised bonds according to Subsection 3.04).

Costs incurred for traffic police, railroad flagging and permits will be reimbursed without markup for overhead or profit.

No payments will be made for general superintendence, the use of small hand tools, and manual equipment.

The Contractor shall, when requested by the Engineer, furnish itemized statements of the cost of the work ordered and give the Engineer access to all accounts, bills and vouchers relating thereto, and unless the Contractor shall furnish such itemized statements, access to all accounts, bills and vouchers, the Contractor shall not be entitled to payment for any items of extra work for which such information is sought by the Engineer.

SECTION 4.00: SCOPE OF WORK

SUBSECTION 4.04: Changed Conditions

(page I.20, 21) Replace the third, fourth, fifth and sixth paragraphs with the following:

If the Contractor and the Department fail to agree on an equitable adjustment to be made under this Subsection, then the Contractor shall accept as full payment for the work in dispute an amount calculated using actual costs as provided in Subsection 9.03: Payment for Extra Work.

SUBSECTION 4.06: Increased or Decreased Contract Quantities

(page I.22, 23) Replace the sixth, seventh and eighth paragraphs with the following:

To assist the Engineer in the determination of an equitable adjustment for an overrun, the Contractor shall prepare a submission and accept as full payment for work or materials an amount for an equitable adjustment in the Contract Price calculated using actual costs as provided in Subsection 9.03: Payment for Extra Work.

SECTION 8.00: PROSECUTION AND PROGRESS

SUBSECTION 8.13: Convenience Termination

(page I.78, 79) Replace Subsection 8.13B in its entirety with the following:

B. For Construction Related Costs.

Actual costs as provided in Subsection 9.03: Payment for Extra Work.

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