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① Addendum No. 1, July 8, 2022

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SPECIAL PROVISIONS**PITTSFIELD****Federal Aid Project No. STP-003S(270)X****Bridge Superstructure Replacement Br. No. P-10-002
(Pre-Stressed Concrete Box Beams),
Holmes Road over Housatonic Railroad**

Labor participation goals for this Project shall be 15.3% for minorities and 6.9% for women for each job category. The goals are applicable to both Contractor's and Subcontractor's on-site construction workforce. Refer to Document 00820 for details.

SCOPE OF WORK

All work under this Contract shall be done in conformance with the *2022 Standard Specifications for Highways and Bridges*, the *Supplemental Specifications* contained in this book, the *2017 Construction Standard Details*, the *Traffic Management Plans and Detail Drawings*, *MassDOT Work Zone Safety Temporary Traffic Control*, the *1990 Standard Drawings for Signs and Supports*; the *2015 Overhead Signal Structure and Foundation Standard Drawings*, the *2009 Manual on Uniform Traffic Control Devices (MUTCD)* with Massachusetts Amendments; the *1968 Standard Drawings for Traffic Signals and Highway Lighting*; *The American Standard for Nursery Stock*; the Plans and these Special Provisions.

- ① The work under this Contract consists of the replacement of the existing superstructure and the rehabilitation of the existing substructure of Bridge No. P-10-002 (ODY) carrying Holmes Road over the Housatonic Railroad and associated approach roadway work in the City of Pittsfield. The new structure will consist of precast abutment bridge seats and backwalls on refaced existing abutments, precast approach slabs, and butted precast prestressed B48-24 box beams with a 5-inch minimum reinforced concrete topping slab. The superstructure replacement shall be carried out during a full road closure permitted to commence June 23, 2023, with through traffic routed around the site via a signed detour and the site closed to pedestrians and fully reopened to traffic and pedestrians on August 25, 2023. If the bridge is not re-opened on or before Friday August 25, 2023 3:30 PM after the Shutdown, the Contractor will be subject to disincentives based on calculated Roadway User Delay Costs.

The work conducted during the closure period shall include the following:

- Installation of railroad track protection system
- Demolition of existing bridge superstructure which consists of ten prestressed concrete box beams with stitched post tensioning, hot mix asphalt wearing surface, sidewalk and safety curb, and protective screens.
- Modifications to existing concrete abutment caps including partial demolition of the top of the abutment and placement of new precast abutment cap pieces, filling the CMP voids with concrete, and grouting the abutment shear keys.

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HOUSATONIC RAILROAD COORDINATION / ACCESS TO RAILROAD PROPERTY

The Contractor shall be required to coordinate the work of this Contract with the Housatonic Railroad (Railroad) through the MassDOT Resident Engineer and MassDOT designated Field Staff. Most of the prerequisites for the Contractor to perform work on or adjacent to Railroad property may be found in the Work Within Premises Used and Controlled by Housatonic Railroad Company/Maybrook Railroad Company/Coltsville Terminal Railroad Company specifications provided herein in Document A00806. The Contractor shall be required to comply with all applicable requirements thereof.

WORK SCHEDULE

- ① Work on this Project prior to June 23, 2023 and after August 25, 2023 shall be a normal 8-hour day, 5-day week (M-F) from 7:00 AM to 3:30 PM with the Contractor and all Subcontractors working on the same shift. Work on this Project during the roadway closure period from June 23, 2023 to August 25, 2023 may be an extended 9.5-hour day, 6-day week (M-S) from 7:00 AM to 5:00 PM with the Contractor and all Subcontractors working on the same shift. Any modifications to these proposed work hours are subject to the written approval of the District Highway Director.

The Contractor shall notify the District 1 Highway Director at least two (2) weeks in advance of any anticipated night time work to be performed during a night time window, or any short-term temporary roadway closures necessary for the work. All detour traffic control requirements must be in place and approved by the Engineer a minimum of two days in advance of the closure.

For the specific construction operations affecting the Railroad that require weekend or night work, the Contractor shall notify and obtain approval from the Engineer prior to commencing. The Contractor shall coordinate with the Railroad the times when the track protection system may be placed, the existing abutment faces may be rehabilitated, the existing superstructure and substructure elements may be demolished, and when the proposed superstructure may be placed over the railroad right-of-way. The Railroad has agreed to a weekend closure, date to be determined based on the Contractor's schedule, for the superstructure demolition during a period commencing after the daily scheduled train passes at or around 7:00 PM on a Friday until the next daily scheduled train passes on the following Sunday at or around 5:00 PM.

No additional compensation will be made for work scheduled during night time or weekend hours.

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SUBSECTION 8.03 PROSECUTION OF THE WORK (Continued)

Substantial Completion is defined as: A walkthrough of the entire Contract Work has been performed by the Resident Engineer, a Punch List has been generated and the Work required by the Contract, including paper work, has been completed, except for work having a Contract price of less than one percent of the adjusted total Contract price, including overruns, underruns and all contract amendments. All material submittals have been received by the District Materials Lab.

① **MS#03 Full Beneficial Use:**

Full Beneficial Use is defined as: The majority of Contract Work has been completed and the asset(s) has been opened for full multi-modal transportation use, except for limited contract work items that do not materially impair or hinder the intended public use of the transportation facility. Work must be complete and accepted by MassDOT to open the bridge to traffic and pedestrian use to achieve Full Beneficial Use.

Milestone No. 3 - Full Beneficial Use also includes the following:

- Final Paving and lane markings on approaches, and installation of guardrail transitions.
- Travel lanes and sidewalks of the completed bridge are in their final geometric configuration, including final paving and lane markings, permanent bridge barriers, and open to traffic.

The Contractor shall achieve Milestone MS#03 by **Friday August 25, 2023 at 3:30 PM**

INCENTIVE/DISINCENTIVE REQUIREMENTS

MassDOT is instituting an Incentive/Disincentive specification for this Contract. The purpose of Incentive Payments is to encourage the Contractor to use innovative methodologies and techniques to achieve timely Project completion and to achieve certain interim milestones. Conversely, if the Contractor fails to achieve certain milestones, MassDOT shall assess Disincentive Deductions based on calculated Roadway User Delay costs.

For purposes of determining whether the Contractor shall receive an Incentive Payment, the dates and times set forth in Milestone MS#03 will not be adjusted under any circumstances for any reason, cause, or circumstance whatsoever, regardless of fault, save and excepts in the instance of an "Act of God" and/or declared state of emergency.

The goal of Incentive/Disincentive monetary adjustments are to minimize the impacts to the users of the Bridge and to support a reduced overall schedule duration, to assure that the Contractor complies with MassDOT commitments and to limit the detour and closure to the maximum days as defined by the duration between Work Restriction WS#01 and Milestone MS#03.

Payment: The Incentive Payment or Disincentive Deduction shall be made in accordance with the payout schedule specified in this Contract. For Disincentive Deductions, any partial day will be rounded up to the nearest whole day.

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INCENTIVE/DISINCENTIVE REQUIREMENTS (Continued)

- ① Liquidated Damages: Liquidated damages under Subsection 8.11 of the Standard Specifications for Highways and Bridges – Failure to Complete Work on Time shall apply to this Contract. Except in the event that Milestone #03 is not met prior to the Contract Completion Date, Subsection 8.11 would not apply and the Disincentive Deduction for Milestone #3 would continue.

① **Incentive Milestone Payments**

Incentive Payment #1: Full Beneficial Use Incentive.

If the Contractor achieves Milestone MS#03: Full Beneficial Use prior to 3:30 PM, Friday August 25, 2023, and in accordance with the work restrictions described, the Contractor shall receive a performance Incentive Payment of Two Hundred Fifty Thousand Dollars (\$250,000).

MassDOT will only make payment under Incentive Payment #1 if the Contractor achieves Milestone MS#01.

Disincentive Deduction #1: If the Contractor fails to achieve Milestone MS#03, MassDOT shall assess the Contractor a Disincentive Deduction of One Thousand Three Hundred and Thirty-Five Dollars (\$1,335.) per Hour based on the calculated Roadway User delays.

No Disincentive Deduction will be assessed for excusable delays as determined by MassDOT per Subsection 8.10 DETERMINATION AND EXTENSION OF CONTRACT TIME FOR COMPLETION (TIME EXTENSIONS).

All other reasons that delay the completion of Milestone MS#03 will be cause for a disincentive deduction in the amount of One Thousand Three Hundred and Thirty-Five Dollars (\$1,335.) per Hour. There is no cap to the number of Hours of this Disincentive Deduction.

The Contractor shall only receive Incentive Payment #1 after Milestone MS#01 – Contractor Field Completion.

SUBSECTION 8.06 LIMITATIONS OF OPERATIONS

Add/amend the following at the end of the Section:

Access Restraints:

This Contract will contain an Access Restraint to provide an anticipated start date of certain portions of the Work that are restrained by a Utility Party. An Access Restraint is a restriction of physical work, of a specific area or operation in the Contract, to allow all bidders to evaluate anticipated work restrictions, equally, during the pre-bid planning stages.

The Contract Time (duration) has considered these portions of the utility work and has been developed with the initial information that has been provided by the Utility Party and accepted by MassDOT. The Contractor shall be required to communicate and coordinate with all affected Utilities and may be required to perform support aspects of the utility relocation (as noted in the Contract Documents) well in advance of the start of the applicable utility relocation.