



TOWN OF WEYMOUTH

Procurement Department
75 Middle Street
Weymouth, MA 02189

for

Lovell Field
Pedestrian Bridge
Weymouth, MA

CONTRACT DOCUMENTS AND CONSTRUCTION SPECIFICATIONS CONTRACT NO. IFB-2024-PLANNING-0020 April 24, 2024

Name of Contractor: _____

Town of Weymouth, Massachusetts

Contract Book No. _____
Office of Procurement

TOWN OF WEYMOUTH –LOVELL FIELD PEDESTRIAN BRIDGE PROJECT

(BID# IFB-2024-PLANNING-0020)

Weymouth, Massachusetts

Bid Documents

April 24, 2024

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INVITATION TO BID

1. Sealed Bids for **Lovell Field Pedestrian Bridge, Weymouth, MA** will be received at the Office of Procurement, 75 Middle Street, Weymouth, Massachusetts **until 10:00 AM, prevailing time, on May 23, 2024**, at which time said Bids will be publicly opened and read aloud. All bids shall be submitted within a sealed envelope addressed to the “Weymouth Office of Procurement, 75 Middle Street, Weymouth, MA 02189” and entitled “**Lovell Field Pedestrian Bridge**”, **Contract #IFB-2024-PLANNING-0020**”
2. The Work under this Contract includes, but is not necessarily limited to, wetlands and brook protection, clearing, excavation, conduit installation, construction reinforced concrete abutments, new bituminous concrete sidewalks, a porous asphalt sidewalk section, procure or and installation of a prefabricated 130 foot span pedestrian bridge, re-grading and other related miscellaneous items.
3. The Project Value Estimate is \$680,000.00.
4. A MANDATORY pre-bid meeting will be held on **Tuesday, May 7, 2024 at 10:00 AM** at Town Hall, 75 Middle Street, Weymouth, MA. All bidders are **REQUIRED** to attend. The meeting will originate at Town Hall and then move to the project site.
5. Drawings and other Contract Documents may be examined at the office of the Weymouth Office of Procurement, 75 Middle Street, Weymouth, MA 02189, (781) 927-0847 between the hours of 7:00a.m. and 3:30 p.m. (Monday-Friday).

Contract Documents will be made available after 4:00PM, Wednesday, April 24, 2024.

To obtain Contract Documents electronically, email procurement@weymouth.ma.us. Plan holder information including company name and address, contact name, phone, fax, and email must be provided as part of the document request.

Hard copies of the Contract Documents will not be available.

All questions and requests for clarification must be received in writing by 3:00PM on Wednesday, May 10, 2024. All answers will be in the form of an addendum and sent to registered Bidders by 3:00PM on Wednesday, May 17, 2024.

6. Construction of this project has a series of schedule constraints due to the sensitive project area around and including Herring Run Brook. It is expected that the contractor will mobilize quickly and set milestones within the designated periods of work. The time of year (TOY) work restrictions near or within close proximity of the Brook and defined in the MADEP Superseding Order of Conditions are as follows:
 - a. March 1 to June 30
 - b. July 15 to November 15

However, once the Notice to Proceed (NTP) is provided by the Town, the contractor will be expected to

mobilize quickly and provide the Town with an anticipated detailed work schedule. Work is expected to include: order materials and equipment including the prefabricated bridge no later than July 15, 2024; clearing and site preparation for abutment construction to the extent possible between July 1 and July 15; be prepared to construct the bridge abutments beginning November 15, 2024

In addition, some site related work including clearing, excavation, grading and construction of portions of the sidewalks can occur outside the critical zone buffering the brook outside the TOY restriction periods. This potential work shall be proposed and submitted for review by the Town prior to the pursuit of this work in order to confirm ground locations and protected zones.

On November 15th, work within the sensitive and restricted zones can begin including excavation and construction of the abutments, completion of the conduit installation can proceed. It is expected that with the prefabricated bridge order placed no later than July 15, 2024, delivery could occur during the available work period between November 15 and March 1. Depending on the exact delivery date, installation of the structure could take place prior to March 1. Bridge deck placement may need to wait until June 30 to install unless the delivery date of the structure is early enough to facilitate installation and bridge deck placement. The TOY restriction is the overriding consideration for scheduling work.

Overall, the construction and project must be completed no later than December 1, 2025 taking into account the TOY restrictions and delivery of critical materials such as the prefabricated structure. Substantial completion must be no later than July 15, 2025.

7. Contract payment will be by the unit price method and the lump sum price method as indicated on the Bid Form. No Bidder may withdraw his/her Bid for a period of ninety (90) calendar days after the actual date of the opening of the Bids.
8. The amount of previous experience in this type of work will also be considered.
9. Bidders shall certify that they do not, and will not, maintain or provide for their employees any facility that is segregated on a basis of race, color, creed, sex, national origin, or sexual preference.
10. The bidding and award of the Contract shall be in full compliance with Sections 39M inclusive of Chapter 30 of the General Laws of the Commonwealth of Massachusetts as last revised. This project shall also comply with Sections 39F, 39K, 39N, and 39O of Chapter 30 of the General Laws of the Commonwealth of Massachusetts as last revised.
11. Each bid shall also be accompanied by a bid security in the form of a certified, treasurer's or cashier's check, bid bond or cash in the amount of **5 percent of the value of the Bid**.
12. Minority Business Enterprise (MBE) and Women's Business Enterprise (WBE) policies of the Town of Weymouth are *applicable to the total dollars paid to this contract*. The "Fair Share" goals for this project are a minimum of: **10.0% MBE Participation (Weymouth goal); and, 5.0% WBE Participation (Weymouth goal)** by state-certified (SOMWBA) MBEs and WBEs. To comply with the requirements of this program, the Bidder must submit the appropriate MBE/WBE forms within 5 working days after the receipt of bids as described and included in Appendix D (Schedule of Participation, Letter of Intent, Vendor Information Form). Failure to comply with the requirements of this program may be deemed to render a proposal non-responsive. No waiver of any provision of this section will be granted unless approved by the Town of Weymouth.

TOWN OF WEYMOUTH – LOVELL FIELD PEDESTRIAN BRIDGE PROJECT

(CONTRACT # IFB-2024-PLANNING-0020)

Weymouth, Massachusetts

Bid Documents

April 24, 2024

13. Minimum wage rates as determined by the Commissioner of Department of Workforce Development under the provision of the Massachusetts General Laws, Chapter 149, Sections 26 to 27G, as amended, apply to this project, as contained in Appendix A of the Contract Documents. It is the responsibility of the contractor, before bid opening, to request, if necessary, any additional information on the Minimum Wage Rates for those trade people who may be employed for the proposed work under this contract.
14. The successful Bidder must furnish 100 percent (100%) Construction Performance Bond and 100 percent (100%) Construction Payment Bond.
15. Complete instructions for filing Bids are included in the Instructions to Bidders, Section 00200.
16. The Owner reserves the right to waive any informality and to reject any or all Bids if deemed to be in the best interest of the Town of Weymouth.
17. The Owner reserves the right to omit part or whole of any proposed work to be performed, as described in the Contract Documents, as may be required to maintain the total cost of work within available funds.

**CHIEF PROCUREMENT OFFICER
WEYMOUTH, MASSACHUSETTS**

INSTRUCTION TO BIDDERS

1. Identification

- A. Project Name: Lovell Field Pedestrian Bridge
- B. Bid Number: #IFB-2024-PLANNING-0020
- C. Awarding Authority: Town of Weymouth
- D. Project Site and Location of Work: Lovell Field at Herring Run Brook

E. Bid Contacts: Kristin McCulloch

Address: 75 Middle Street, 3rd Floor, Weymouth, Massachusetts 02198
Telephone: (781) 682-3843
Email: kmcculloch@weymouth.ma.us

- F. Owner: Town of Weymouth c/o Planning Department

Address: 75 Middle Street, 3rd Floor, Weymouth, Massachusetts 02198
Telephone: (781) 340-5015
Contact Person: Robert Luongo
Email: rluongo@weymouth.ma.us

- G. Owner's Representative/Prime Consultant: Kimley-Horn

Address: 271 Waverley Oaks Road, Suite 302, Waltham, Massachusetts 02452
Telephone: (617) 466-6347
Contact Person: Bill Scully, P.E.
Email: bill.scully@kimley-horn.com

- H. Project Value: \$680,000.00

2. Bidding/Project Schedule Information

- A. Bid Openings and Disposition: Bids will open immediately after (May 23, 2024 at 10:00AM) in the Town Council Chambers, 75 Middle Street, 2nd Floor, Weymouth, Massachusetts 02189. Bids will be publicly opened and read aloud. Bidders may be present. The Bids of the three lowest Bidders may not be withdrawn for 30 days (Saturdays, Sundays, and legal holidays excluded) after receipt of General Bids.
- B. Contractor Mobilization: It is anticipated that the General Contractor may mobilize at the site on the Lovell Field side of the project as shown on the plans, assuming successful execution of the contract,

including delivery of the signed Contract, the required Payment Bond, and evidence of insurance to the Awarding Authority.

3. Receipt and Opening of Bids:

The Weymouth Office of Procurement (herein called the “Owner”) invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the office of the Office of Procurement, 75 Middle Street, Weymouth, Massachusetts 02189, on the date and the time given in the Invitation to Bid, and then at said office publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to the Town of Weymouth, Office of Procurement, 75 Middle Street, Weymouth, Massachusetts 02189, and designated as “**Lovell Field Pedestrian Bridge**”. The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No Bidder may withdraw a bid within ninety (90) calendar days after the actual date of the opening thereof.

4. Preparation of Bid:

Each bid must be submitted in a sealed envelope bearing on the outside the name of the Bidder, his address, the name of the project for which the bid is submitted, and an envelope containing the bid security as specified in paragraph 7 below.

Enclosed with the bid shall be:

- **Bid Security (5%)**
- **Completed and signed Bid Proposal and Project Reference List (Section 00300)**
- **Completed Form of Non-Collusion Affidavit (Section 00300)**
- **Completed Certificate of Corporate Vote (Corporation Only) (Section 00300)**
- **Completed Certificate as to Payment of State Taxes (Section 00300)**
- **Completed Certificate of OSHA 10 Hour Training (Section 00300)**
- **Completed Indemnity Agreement (Section 00300)**

If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in Paragraph 1 above.

- 4.1 Completion of Bid Form: Use only the Bid Form furnished in the Bid Documents or subsequent addenda. Additional forms will not be accepted.
- 4.2 Alterations Not Permitted: Do not alter the Bid Form. Do not include any recapitulation of the work to be done. Do not provide any information not requested. Do not strike out, line out, white out, or erase any information.
- 4.3 Amounts: Express amounts in both words and numbers where space for both is provided. In cases of conflict, written amounts shall control over numbers.

- 4.4 Blanks: Complete all spaces provided. Do not leave any blanks. Print “N/A” in any space not needed or used.
- 4.5 Late Bids: No Bid received after the date and time for receipt of Bids will be considered by the Owner, regardless of the cause of delay.
- 4.6 Bid Withdrawal: Any Bid may be withdrawn by written request if received by the Bid Contact via mail, electronic mail, or in-person prior to the date and time for receipt of Bids. Withdrawn Bids may be resubmitted until the date and time for receipt of Bids.
- a. Mailed Written Request: Bid withdrawal by mail shall be in writing and shall be received by the Bid Contact on or before the date and time for receipt of Bids.
 - b. Emailed Written Request: Bid withdrawal by electronic mail shall be received by the Bid Contact (Procurement@weymouth.ma.us) prior to the date and time for receipt of Bids.
 - c. Modifications: No written, oral, telephone, or electronic mail modifications to Bids will be considered after a Bid is received.

5. Subcontracts

The Bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must be acceptable to the Owner.

6. Qualifications of Bidders

Bidders shall fully complete the list of projects of a similar nature that is included in the Bid Form and submit it with the Bid Form. By signing the Affidavit, the authorized official is also certifying that all information on the list is accurate and bona fide. The list of projects should demonstrate the bidder's experience on current and past projects and must provide reference contacts. A Bidder who fails to comply with this requirement will not be considered for award of the contract.

As part of the award process the Owner may require current audited financial statements and/or tax returns.

The low bidder shall be required to provide proof that his bid is based on paying workers the Massachusetts prevailing wages. Failure to provide such proof to the Owner's satisfaction may be cause for rejection of the bid.

7. Bid Security

Each bid must be accompanied by a bid bond or cash, or a certified check on, or a treasurer's or cashier's check issued by a responsible bank or trust company, in the amount of not less than five(5) percent of the bid price, payable to the Town of Weymouth, Massachusetts. The properly executed bid security shall be placed in a sealed envelope and attached to the outside of the envelope containing the bid at the time of the submission of the bid.

Bid securities will be returned to all except the three lowest Bidders within five days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids and the remaining checks of the Bidders will be returned promptly after the Owner and the accepted Bidder have executed the contract or if all bids are rejected.

8. Liquidated Damages for Failure to Enter into Contract

The successful Bidder, upon his failure or refusal to execute and deliver the contract and bonds required within ten days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid, provided that the amount of the security which becomes the property of the Owner shall not, in any event, exceed the difference between his bid price and the bid price of the next lowest responsible Bidder.

9. Time of Completion and Liquidated Damages

This construction project will be dependent on the imposed Time of Year (TOY) restrictions. Work is not allowed during the two periods:

- March 1 thru June 30, and
- July 15 thru November 15

There is work that can be completed in the overall project area within the TOY restriction as specified. The contractor is required to provide the Town a detailed work plan and schedule for work. Overall, Final Completion must be no later than December 1, 2025 with Substantial Completion by July 15, 2025.

Liquidated damages for each calendar day of delay shall be \$500.00 as stipulated in the AGREEMENT.

10. Conditions of Work

Each Bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful Bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the Contractor in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor.

11. Addenda and Interpretations

A. Questions and Requests for Clarification and Interpretation: Bidders shall submit written questions and requests for clarification and interpretation no later than 3:00 PM local time on Wednesday, May 10, 2024, via electronic mail to the Bid contact (Procurement@weymouth.ma.us)

- i. Errors and Omissions: Bidders shall promptly notify the Owner of any ambiguities, errors, inconsistencies, or omissions, which they may discover upon examination of the Bid Documents, the site, and/or local conditions.

- ii. Owner's Response: The Owner's response to any questions, requests for clarification and interpretation, and/or notification of ambiguities, errors, inconsistencies, or omissions will be in the form of written addenda, which shall become part of the Bid Documents. Clarifications and interpretations offered by the Owner, the Owner's Representative, the Owner's Representative's subconsultants, or Resident Engineer in any form other than formal written addenda shall be invalid.

Requests for such interpretation must be in writing **sent by email** to procurement@weymouth.ma.us and, to be given consideration, must be received by 3:00 PM on May 10, 2024. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the Specifications which, if issued, will be emailed to all prospective Bidders at the respective email addresses furnished for such purposes by 3:00 PM on May 17, 2024. All addenda so issued shall become part of the Contract Documents.

- B. Written Addenda: All addenda shall be issued in writing and become part of the Bid Documents. All addenda will be issued via electronic mail to every Bidder on record with the Bid Contact as having obtained Bid documents.
- C. Addenda Must Be Acknowledged: Bidders shall acknowledge addenda by number in the space provided on the Bid Form. Failure of a Bidder to acknowledge addenda in the space provided may cause rejection of the Bid or lead to a protest. Failure of a Bidder to receive any addenda shall not relieve the Bidder from any obligation under the Bidder's Bid as submitted, nor shall it serve as the basis for change orders or equitable adjustments.

12. Security for Faithful Performance

Simultaneously with delivery of the executed contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner and shall be in the full amount of the accepted proposal.

13. Power of Attorney

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

14. Notice of Special Conditions

Attention is particularly called to those parts of the Contract Documents which deal with the following:

- a. Inspection and Testing of Materials;
- b. Insurance Requirements;
- c. Wage Rates;

- d. MBE/WBE requirements;
- e. Coordination of the Work;
- f. Health and Safety;
- g. Underground Utilities;
- h. Guarantee; and
- i. Subsurface Conditions.

15. Laws and Regulations

The Bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

16. Site Examination

The Bidder is expected to examine the site, stockpiles, borrow source, material test results, and the subsurface information, and then, based upon his own inspections, interpretations, and such other investigations, as he may desire, decide for himself the character of material to be encountered and excavated, the suitability of the materials to be used for backfilling and other purposes, groundwater conditions, difficulties or obstacles likely to be encountered, and other conditions affecting the work.

17. Obligation of Bidder

At the time of the opening bids, each Bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Contract Documents (including all addenda). The failure or omission of any Bidder to examine any form, instrument, or documents shall in no way relieve any Bidder from any obligation in respect to his bid.

18. Minimum Wage Rates

State prevailing wage rates apply to this project. The Wage Determinations are attached to these Specifications. It is the responsibility of the Contractor, after award, to request, if necessary, any additional information on wage rates for those tradespeople who are not covered by the applicable Wage Decision, but who may be employed for the proposed work under this contract.

The Contractor shall submit certified payroll records to the Owner on a weekly basis. Failure to submit records will be cause for the withholding of payment due the Contractor.

19. MBE/WBE Enterprise Program Requirements

Bidders shall comply with all of the requirements of the Town of Weymouth Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) Program provided in the Appendix.

Contracts for work under this bid will obligate the Contractors and Subcontractors not to discriminate in employment practices and to comply with all of the requirements of the Town of Weymouth Minority MBE/WBE Program.

Requirements of the Weymouth MBE/WBE program include a target MBE participation goal of 10% and a target WBE participation goal of 5%.

All MBEs and WBEs must be certified by the State Office of Minority and Women Business Assistance (SOMWBA).

20. Manufacturer's Experience

Whenever it is written that an equipment manufacturer must have a specified period of experience with his product, equipment which does not meet the specified experience period can be considered if the equipment supplier or manufacturer is willing to provide an "Efficiency Guarantee Bond" or cash deposit for the duration of the specified time period which will guarantee replacement of that equipment in the event of failure.

21. Equal Products Acceptable

Wherever in the Drawings and Specifications any item of equipment or material is designated by reference to a particular brand, manufacturer, or trade name, it is understood that an approved equal product, acceptable to the Engineer may be substituted by the Bidder or Contractor. It shall be the Contractor's responsibility to coordinate all submittals to eliminate any conflicts which might arise due to the use of the "or equal" item. Any additional costs incident to the use of "or equal" items, including re-design, will be paid by the Contractor.

22. Sales Tax Exemption

Materials and equipment purchased for permanent installation in this project will be exempt from the Massachusetts Sales and Use Tax. The exemption certificate number will be furnished to the Contractor. Each bidder shall take exemption into account in calculating his/her bid for the work.

23. Guarantee

The Contractor guarantees the work performed under this contract and all materials furnished by him for use in connection therewith to be free from defects or flaws for one (1) year after the completion of the Contract, and guarantees for a term of one (1) year from the date of final completion of the work to maintain the stability of all materials, equipment, and workmanship, except that due to normal wear and tear, at his own expense when notified in writing to do so by the Engineer and such work shall be performed to the satisfaction of the Engineer.

If, at any time within said guaranty period, any part of the work constructed under the terms of this contract shall, in the opinion of the Engineer, require repair or replacement due to defective work or materials furnished by the Contractor, he may notify the Contractor in writing to make the required work and repairs, and the Contractor shall perform the same promptly. If he shall not do so, the Owner may do it and charge the Contractor.

It is expressly understood, however, that these guarantee provisions shall not absolve the Contractor from any liability to the Owner arising out of a failure to substantially complete the work in

accordance with the Drawings and Specifications.

24. Bonding and Insurance

The Contractor must furnish Performance and Payment Bonds, each of which shall be in an amount not less than one hundred (100) percent of the contract price. Contractors should obtain such construction insurance (e.g., Fire and Extended Coverage, Workmen's Compensation, Public Liability and Property Damage, and "All Risk" Builder's Risk) as indicated in the Supplemental Conditions (Section 00700).

25. Health and Safety Regulations

This project is subject to all the Health and Safety Regulations (CFR 29 Part 1926 and all subsequent amendments) as promulgated by the U.S. Department of Labor on June 24, 1974. Contractors are urged to become familiar with the requirements of these regulations, as well as the Occupational Safety and Health Administration's (OSHA) 29 CFR 1910.120. The Bidders shall certify that all persons they employ at the worksite will have successfully completed a course in construction safety and health approved by OSHA.

26. Access to the Project

The successful BIDDER shall provide full and complete access to the project site or any portion thereof by any authorized agent of the Weymouth Office of Procurement at any time during normal working hours throughout the duration of the Contract.

27. Traffic Police

Traffic control, when required by the Chief of Police or the Owner, will normally be paid for directly by the Contractor. The Contractor is required to directly coordinate all Police details with the Weymouth Police Department. Any police overtime expenses incurred by the Town due to the Contractor electing to work longer than the normal workday (eight consecutive hours, weekends, or holidays) shall be the responsibility of the Contractor, the cost of which will be deducted from the monthly pay requisition. The Contractor will also be charged for any police expenses when police coverage is requested or scheduled in advance by the Contractor, but the Contractor does not work.

The use of traffic police officers shall be coordinated to make the most efficient use of the officers and avoid unnecessary police detail fees. The Engineer shall be immediately notified if a situation develops that changes the need for traffic police. Adjustments to the work schedule may be required to maintain productive use of police details. Unnecessary police detail costs that are incurred due to no fault of the Owner and solely by actions of the contractor will not be reimbursed by the Owner.

The Contractor will be responsible for arranging police details and will also be responsible for canceling one that has been scheduled for a given day no later than 6:30 a.m. on that day when a change in plans eliminates the need for the detail. The phone number to contact the Weymouth Police Dept. is 781-335-1212. Any police detail costs relative to a detail that was scheduled, then not needed, and are not canceled in time will not be reimbursed by the Owner.

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(CONTRACT # IFB-2024-PLANNING-0020)

Weymouth, Massachusetts

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28. Third Party Work

The Contractor is responsible for maintaining a safe and secure worksite at all times, and for expeditiously repairing any damage done to private property. If, in the opinion of the Owner, the Contractor is negligent in these duties the Owner shall have the right to employ a third party to remedy the problem.

Situations which develop and require the services of and payment to a third party will be handled in the following manner:

The Contractor will be given a reasonable period of time determined at the discretion of the Owner to remedy the situation without third party involvement. If the Contractor is unavailable, the Owner will authorize work by a third party on the Contractor's behalf.

Third party work authorized on the Contractor's behalf by the Owner shall be paid for by the Contractor within a reasonable time period (generally two weeks). If payment is not made within a reasonable time period, the Owner will make payment and deduct the cost from the next pay requisition.

In the case of inadequately secured worksites necessitating extra or increase police details or other public safety personnel, the following procedure will be followed. The Contractor (if available) will be notified that the worksite needs to be secured in order to prevent the need for weekend/night police coverage. If the area is not immediately secured as determined by the Owner or Engineer, a police, fire, or highway department detail will be used and the Contractor will be charged for the cost. It is understood that in many instances worksites cannot realistically be secured to a point where police or other safety personnel are not needed. In these instances, the Owner will continue to pay for the coverages.

BID FORM (“PROPOSAL”)

To the Town of Weymouth, Massachusetts, acting through its Office of Procurement

Regarding: Lovell Field Pedestrian Bridge
Contract # **IFB-2024-PLANNING-0020**

The Owner reserves the right to reject any bid in the event that any bid item or items are obviously unbalanced or appear to the Owner to be so unbalanced as to affect or to be liable to affect adversely any interest of the Owner.

The Owner reserves the right to reject any or all bids if it deems it to be in its best interest to do so.

The Owner reserves the right to award the Contract based on sufficiency of appropriated funds to complete the work.

The Undersigned, as Bidder, declares as follows:

- The only parties interested in this BID as Principals are named herein;
- this BID is made without collusion with any other person, firm, or corporation;
- no officer, agent, or employee of the Owner is directly or indirectly interested in this BID;
- the Bidder has carefully examined the site of the proposed Work and fully informed and satisfied himself as to the conditions there existing, the character and requirements of the proposed Work, the difficulties attendant upon its execution and the accuracy of all estimated quantities stated in this BID, and has carefully read and examined the Drawings, the annexed proposed AGREEMENT and the Specifications and other Contract Documents therein referred to and knows and understands the terms and provisions thereof;
- understands that information relative to subsurface and other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) has been furnished only for his information and convenience without any warranty or guarantee, expressed or implied, that the subsurface and/or other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) actually encountered will be the same as those shown on the Drawings or in any of the other Contract Documents and agrees that the Bidder shall not use or be entitled to use any such information made available to him through the Contract Documents or otherwise or obtained by him in his own examination of the site, as a basis of or ground for any claim against the Owner or the Engineer arising from or by reason of any variance which may exist between the aforesaid information made available to or acquired by him and the subsurface and/or other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) actually encountered during the construction work, and has made due allowance therefore in this BID;
- and the Bidder understands that the quantities of work tabulated in this BID or indicated on the Drawings or in the Specifications or other Contract Documents are only approximate and are subject to increase or decrease as deemed necessary by the Engineer;
- there are no alternatives;

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- and agrees that, if this BID is accepted will contract with the Owner, as provided in the copy of the Contract Documents deposited in the office of the Engineer, this BID form being part of said Contract Documents, and that the Bidder will perform all the work and furnish all the materials and equipment, and provide all labor, services, plant, machinery, apparatus, appliances, tools, supplies and all other things required by the Contract Documents in the manner and within the time therein prescribed and according to the requirements of the Engineer as therein set forth, and that the Bidder will take in full payment therefore the lump sum or unit price applicable to each item of the Work as stated in the schedule below:

Bidders must bid on each item of the Bid. Unbalanced bids may be rejected. All entries in the entire BID must be made clearly and in ink; prices bid must be written in both words and figures. In case of discrepancy, the amount shown in words will govern.

Bidders shall insert extended item prices obtained from quantities and unit prices. In case of discrepancy between the products obtained by multiplying the estimated quantity by the unit price, the actual product shall apply. In case of discrepancy between the sum of the total figure of the items and the total amount listed, the actual sum shall apply.

Bidders shall provide a balanced bid where each lump sum or unit price submitted adequately accounts for all work, including but not necessarily limited to, labor, equipment, and incidentals necessary to complete the work required by the Contract Documents in the prescribed manner and within the allotted time frame.

Refer to Measurement and Payment for Item Descriptions

Addenda: The BID includes Addenda numbered ____ to ____ (To be filled in by Bidder if Addenda are issued).

Bid includes addenda numbered and dated:

No. _____ Dated: _____

No. _____ Dated: _____

No. _____ Dated: _____

(Bidder) _____

(by) _____

(Title) _____

LOVELL FIELD PEDESTRIAN BRIDGE

BID TABLE

Bid No. _____ Bidder Name: _____

Item	Quantity	Items with Unit Prices in Words	Unit Price	Amount
101.1	0.5 ACRES	CLEARING _____ Dollars and _____ (cents) (\$ _____)	\$ _____	\$ _____
120.1	108 CY	UNCLASSIFIED EXCAVATION _____ Dollars and _____ (cents) (\$ _____)		
151.22	76 CY	GRAVEL BORROW FOR SIDEWALKS _____ Dollars and _____ (cents) (\$ _____)		
570.1	162 FT	HOT MIX ASPHALT CURB TYPE 1 _____ Dollars and _____ (cents) (\$ _____)		
702.0	17.7 TONS	HOT MIX ASPHALT SIDEWALK OR DRIVEWAY _____ Dollars and _____ (cents) (\$ _____)		
748.0	LS	MOBILIZATION		
767.121	925 FT	SEDIMENT CONTROL BARRIER _____ Dollars and _____ (cents) (\$ _____)		
804.3	340 FT	3 INCH ELECTRICAL CONDUIT TYPE NM – PLASTIC (UL) _____ Dollars and _____ (cents) (\$ _____)		
811.3	2 EA	PULL BOXES 8 X 23 INCHES – SD2.030 _____ Dollars and _____ (cents) (\$ _____)		
811.31	6 EA	PULL BOXES 12 X 12 INCHES – SD2.031 _____ Dollars and _____ (cents) (\$ _____)		
999.1	90 SY	POROUS PAVEMENT FOR SIDEWALK _____ Dollars and _____ (cents) (\$ _____)		

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Item	Quantity	Items with Unit Prices in Words	Unit Price	Amount
999.2	1 LS	PREFABRICATED BRIDGE CONSTRUCTION INCLUDING ALL NECESSARY FOUNDATION, SUPPPORTS, RAILING, DECKING, CONNECTIONS AND MISCELLANOUS NEEDED MATERIALS _____ Dollars and _____ (cents) (\$ _____)		
999.3	7 EA	TEMPORARY TRAFFIC SIGNS AND POSTS FOR CONSTRUCTION _____ Dollars and _____ (cents) (\$ _____)		
999.4	24 MH	POLICE DETAIL		
CARRIED FORWARD				
Total of Bids in Words		Total of Bid in Figures		

Basis of Award: Contract to be awarded to the lowest responsible and eligible bidder in compliance with Sections 39M inclusive of Chapter 30 of the General Laws of the Commonwealth of Massachusetts.

Requirements: Specific items of this Contract may be eliminated or reduced in quantity to keep within limits of available funding, at the OWNER’S option. All of the above items shall include all labor, materials, equipment, hauling, disposal, transportation, overhead, profit, and insurance to cover the work as required in the Contract Documents.

The undersigned agrees that for extra work, if any, will be performed in accordance with Article 11 of the General Conditions of the Contract and will be paid for in accordance with Article 13 of the General Conditions of the Contract.

An unbalanced or unreasonable lump sum and/or unit price submitted herein may be considered as non-responsive to the Instructions to Bidders.

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The bid security accompanying this BID shall be in the amount of five percent (5%) of the BID.

The Bidder, by submittal of this BID, agrees with the Owner that the amount of the bid security deposited with this BID fairly and reasonably represents the amount of damages the Owner will suffer due to the failure of the Bidder to fulfill his agreements as above provided.

As provided in the INSTRUCTIONS TO BIDDERS, the Bidder hereby agrees that he will not withdraw this BID within ninety (90) consecutive calendar days after the actual date of the opening of Bids and that, if the Owner shall accept this BID, the Bidder will duly execute and acknowledge the AGREEMENT and furnish, duly executed and acknowledged, the required CONTRACT BONDS within ten (10) days after notification that the AGREEMENT and other Contract Documents are ready for signature.

If this BID is accepted by the Owner, the undersigned agrees to complete the entire work provided to be done under the Contract no later than December 1, 2025 with substantial completion by July 15, 2025 as stipulated in the AGREEMENT. Liquidated damages for each calendar day of delay shall be \$500.00 as stipulated in the AGREEMENT.

A performance bond in an amount equal to 100 percent of the total amount of the bid with a surety company qualified to do business in the Commonwealth of Massachusetts will be required for the faithful performance of the contract, as well as a labor and materials bond in an amount equal to 100 percent of the total bid amount.

Should the Bidder fail to fulfill any of his agreements as hereinabove set forth, the Owner shall have the right to retain as liquidated damages the amount of the bid check or cash which shall become the Owner's property. If a bid bond was given, it is agreed that the amount thereof shall be paid as liquidated damages to the Owner by the Surety.

The undersigned as Bidder, hereby certifies that he is aware of the applicable requirements of the Williams-Steiger Occupational Safety and Health Act of 1970. (O.S.H.A.), and all latest revisions thereto, and that this Proposal is prepared on the basis of compliance with those requirements.

The undersigned as Bidder, hereby certifies that he will maintain records in reasonable detail, which accurately and fairly reflect the financial transactions and disposition of the Bidder, in accordance with M.G.L. Chapter 30, Section 30R.

Pursuant to G.L. c.62C, §49A, the undersigned bidder certifies under penalties of perjury that he/she has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair, and made without collusion or fraud with any other person. As used in this paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity. The attached FORM OF NON-COLLUSION AFFIDAVIT must be signed and submitted as part of the Bid Proposal.

This Proposal must bear the written signature of the Bidder or that of his duly authorized agent. If the Bidder is a corporation or a partnership, the bid must be signed by a duly authorized officer of such corporation or by a Partner and the title of such officer must be stated. Satisfactory completion of the following data is an essential part of submission of this Proposal and is required. Bid must be embossed with corporate seal.

(SEAL)

TOWN OF WEYMOUTH – LOVELL FIELD PEDESTRIAN BRIDGE PROJECT

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(Name of Bidder)

By _____
(Signature and title of authorized representative)

Date _____

(Telephone)

(Business Address)

(Fax Number)

(City and State)

The following documents are attached to and made a condition of the bid, and shall be filled with the bid:

- Bid Security (5%)
- Completed and signed Bid Proposal
- Project Reference List
- List of Anticipated Subcontractors.
- Completed Form of Non-Collusion Affidavit
- Completed Certificate of Corporate Vote
- Completed Certificate as to Payment of State Taxes
- Completed Certificate of 10 Hour OSHA Training
- CDL Drug and Alcohol Testing Compliance
- Statement of Bidders Qualifications
- Indemnity Agreement

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The Bidder is required to list four or more of your firm’s recent projects of a similar to be deemed an acceptable bid. References will enable the Owner to judge his experience, skill, and business standing.

Project Name:	_____		
Project Location:	_____		
Contract Amount: \$	_____	Completion Date	_____
Owner:	_____		
Contact Name:	_____	Telephone:	_____
Architect/Engineer:	_____		
Contact Name:	_____	Telephone:	_____

Project Name:	_____		
Project Location:	_____		
Contract Amount: \$	_____	Completion Date	_____
Owner:	_____		
Contact Name:	_____	Telephone:	_____
Architect/Engineer:	_____		
Contact Name:	_____	Telephone:	_____

Project Name:	_____		
Project Location:	_____		
Contract Amount: \$	_____	Completion Date	_____
Owner:	_____		
Contact Name:	_____	Telephone:	_____
Architect/Engineer:	_____		
Contact Name:	_____	Telephone:	_____

Project Name:	_____		
Project Location:	_____		
Contract Amount: \$	_____	Completion Date	_____
Owner:	_____		
Contact Name:	_____	Telephone:	_____
Architect/Engineer:	_____		
Contact Name:	_____	Telephone:	_____

Add supplementary page if necessary.

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List of Anticipated Subcontractors: It is understood that final selection of subcontractors may not have been determined at the time of this General Bid submission. However, with the specialized work involved within this Project, the Owner reserves the right to review the subcontractors' qualifications prior to signing the Contract. With this in mind, it is requested that the Bidder provide the firm names being considered for subcontracting. The Bidder may provide more than one firm name if final selection has not been made. The Bidder may also provide his/her own name, provided that the Bidder customarily performs the specialized work involved in this project with employees on his/her own payroll, and is qualified to perform that work:

1. _____
(Firm Name) (Work Classifications)
2. _____
(Firm Name) (Work Classifications)
3. _____
(Firm Name) (Work Classifications)
4. _____
(Firm Name) (Work Classifications)
5. _____
(Firm Name) (Work Classifications)
6. _____
(Firm Name) (Work Classifications)

**NON-COLLUSION AFFADAVIT
(AFFADAVIT FOR BIDDER)**

State of _____

County of _____

_____ being first duly sworn, deposes and says,

That it is _____, the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or a sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of its bid or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Town of Weymouth, Massachusetts, or any person interested in the proposed contract, and that all statements in said proposal or bid are true.

Signature of:

_____ Bidder,
if bidder is an individual

_____ Partner,
if bidder is a partnership

_____ Officer,
if bidder is a Corporation

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public

My commission expires: _____, 20_____

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CERTIFICATE OF CORPORATE VOTE FORM
(CORPORATION ONLY)

At a duly authorized meeting of the Board of Directors of _____ held on _____, it was VOTED that _____

(Name)

_____ of this company, be and hereby is authorized to execute bidding,

(Officer)

documents, contracts, and bonds in the name and on behalf of said company and affix its corporate seal hereto; and such execution of any contract or obligation in this company's name on its behalf by such officer under seal of the company, shall be valid and binding upon this company.

I hereby certify that I am the clerk of the above names corporation and that _____ is the duly elected officer as above of said company, and that the above vote has not been amended or rescinded and remains in full force and effect as the date of the contract.

Clerk

Date

Affix Corporate Seal

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CERTIFICATE AS TO PAYMENT OF STATE TAXES FORM

Pursuant to M.G.L. Chapter 62C, Section 49A, I certify under the penalties of perjury that the said undersigned, to the best of my knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

Social Security Number or
Federal Identification Number

Signature of Individual of Corporate Name

By: _____
Corporate Officer (if applicable)

Subscribed and sworn to before me this ____ day of _____, 20__.

Notary Public

My commission expires: _____, 20__

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OSHA 10-HOUR TRAINING FORM

A contractor will not be eligible for award of a contract unless such contractor has submitted the following certification, which is deemed a part of the resulting contract:

_____ certifies that:

All employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.

(Signature of authorized representative of Contractor)

CDL DRUG AND ALCOHOL TESTING COMPLIANCE

This Contract will not be executed unless the undersigned has provided assurance to the Town of Weymouth that he/she is in compliance with applicable federal regulations for drug and alcohol testing when services involving the following are provided: the driving of commercial vehicles with a gross weight of more than 26,000 pounds (inclusive of a towed unit with a gross vehicle weight of over 10,000 pounds) the transportation of hazardous material in a quantity requiring “placarding”; or vehicles rated to carry more than 15 passengers, including the driver. In addition, the undersigned must assure the Town of Weymouth that all proposed subcontractors providing like services are in compliance. Assurance of compliance must be satisfactory to the Town of Weymouth.

I hereby certify that _____ is in compliance with applicable federal
(Name of General Bidder)

regulations for drug and alcohol testing involving the driving of commercial vehicles requiring a CDL license.

Authorized Signature _____ Date _____

INDEMNITY AGREEMENT

In consideration for award of the **LOVELL FIELD PEDESTRIAN BRIDGE PROJECT** by the Town of Weymouth, hereinafter referred to as INDEMNITEE, to the CONTRACTOR/BIDDER:

_____ hereinafter referred to as INDEMNITOR, and for other good and valuable consideration, said INDEMNITOR agrees to hold INDEMNITEE, Town of Weymouth, and its various departments and employees harmless from any and all liability, loss or damage that INDEMNITOR may suffer of claims, demands, costs, including attorneys’ fees, or judgment or other actions against it by reason of any and all work done by on behalf of the INDEMNITOR in connection with the above-referenced Contract.

Principal:

By: _____

(Title) _____

(SEAL)

Address

STATEMENT OF BIDDER'S QUALIFICATIONS

The Bidder offers the following information as evidence of qualifications to perform the proposed work and complete the Project as Bid in accordance with the requirements of the Bid Documents.

All questions must be answered, and the date given must be clear and comprehensive. **This statement must be notarized.** If necessary, questions may be answered on separate attached sheet. The Bidder may submit any additional information, if desired.

1. Name of Bidder: _____
2. Permanent Office Address: _____
- c. Treasury Number (Employer's Identification No.): _____
3. When organized? _____
 1. If a corporation, where incorporated? _____
 2. Years doing business under present firm or trade name: _____
 3. Contracts on Hand: Append to the Bid Form a list of your contracts on hand, showing the gross amount of each contract, the anticipated date of completion, the Owner's name, and the name and phone number of the person supervising for the Owner.
 4. General character of work performed by your company?

5. Have you ever failed to complete any work awarded to you? If so, where and why?

6. Have you ever defaulted on a contract? If so, where and why?

7. Major Equipment: Append to the Bid Form a list of your major equipment available for this Contract.
8. Identify by name the projects in your Required Reference Information List that satisfy the required Bidder's qualifications in Section 00200 (Instruction to Bidders) of the Bid Documents (see 1.3). Identify by name additional projects that demonstrate experience in work similar in scope to the – **LOVELL FIELD PEDESTRIAN BRIDGE PROJECT**.

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9. Provide a bank reference, including the bank's name, address, telephone, and contact person.

10. Available Credit Limit? \$ _____

11. Will you, upon request by the Awarding Authority, complete a detailed financial statement and furnish any other information that may be required?

Yes

12. The Undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Town of Weymouth in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated this _____ day of _____, 20__.

Name of Bidder

Signature of Person Signing Bid

Name and Title of Person Signing Bid (Print)

State of _____

County of _____

On this _____ of _____, 20__, before me,

_____, the undersigned notary public,
personally

appeared _____ (name of document signer) and proved to me through satisfactory evidence of identification, which were_, to be the person who signed the preceding document in my presence and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of (his) (her) knowledge and belief.

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(Notary Public)

My Commission Expires: __

Affix Seal

END OF SECTION

AGREEMENT

PART 1 – GENERAL

AGREEMENT FORM

- A. On the Form for General Bid, Bidders shall agree to the Town of Weymouth IFB Terms and Conditions for Supplies and Services appended to this section.
- B. The Town of Weymouth's Standard Form of Agreement Between Town and Vendor for Supplied and Services shall be executed upon award. A copy of the Standard Form of Agreement is appended to this Section as "Sample Contract"

INTENTIONALLY BLANK



TOWN OF WEYMOUTH

IFB

TERMS AND CONDITIONS

SUPPLIES & SERVICES

The Town of Weymouth, acting by and through its duly authorized Mayor, (“Town”), with a principal place of business at **75 Middle Street, Weymouth, Massachusetts 02189**, put forth the following as the **Terms and Conditions** for the provision of “supplies & services”.

Description of Supplies & Services to be provided. The Vendor will provide to the Town the following “supplies & services” as described in the **Invitation for Bid, dated _____ and attached hereto and made a part hereof this contract.**

- 1) ***Duration of this contract.*** The term of this contract shall be from the AWARD date through the completion date in the Bid Specification.
- 2) ***Time for Performance of Services.*** Time is of the essence for the provision of all services made under this bid. The Vendor shall commence work under the contract immediately upon award of contract and shall provide all purchased services to the Town before end date to be determined by contract.
- 3) ***Enumeration of Contract Documents.*** The following list of documents form the entire agreement between the Town and Vendor and are fully a part of the contract as if attached to this document or repeated herein:
 - a. **Amendments, modifications, or other mutually agreed upon change orders;**
 - b. **This Contract;**
 - c. **The Towns “Invitation for Bid,” or other such bid solicitations;**
 - d. **The Vendor’s response to the Town’s bid solicitations;**
 - e. **All required certifications, permits, or licenses;**
 - f. **Certificates of Insurance;**
 - g. **Certificate of Corporate Vote, or other authorization to act, and**

- h. Certificate of Corporate Status or proof of legal organizational status.**
- i. W-9 form**

If a conflict arises between any of the documents listed above, the order of precedence shall be that language contained in the document higher in the list shall prevail over any conflicting document lower in the list of documents.

- 4) *Designated Representatives.*** The Town designates _____, _____ and the Vendor designates _____ (name), _____ (title), as their authorized representatives to provide approvals, directives, and permissions **including changes, and to receive notices or other communications under this contract at the addresses stated above.**
- 5) *Manner in which the Vendor Shall be Paid by the Town.*** The Vendor shall submit an **invoice to the _____ Department-Attention: _____** with any and all reasonable supporting documentation or information requested by the Town, such as, for example, but without limitation, the value of the supplies provided and services performed. Upon satisfactory review of said invoice and documentation, the Town shall promptly remit payment to the Vendor.
- 6) *Required Insurance.*** The Vendor shall maintain the following required insurance coverage.
 - a. General Comprehensive Liability in the amount of \$1,000,000 for each occurrence and \$3,000,000 in the aggregate,**
 - b. Automobile Liability (applicable for any vendor/consultant who has an automobile operating exposure) in the amount of \$1,000,000 for bodily injury and property damage per accident,**
 - c. Workers' Compensation and Employer's Liability in the amount as may be required by Massachusetts General Laws Chapter 152; and**
 - d. Umbrella Liability of \$2,000,000 for each occurrence and \$2,000,000 in the aggregate.**
 - e. Errors and Omissions insurance if applicable (for Professional Services).**

The Vendor shall name the Town as an “additional insured” under all insurance coverages required by this contract, with the exception of workers’ compensation insurance. The Vendor shall further provide the Town with a copy of the current “additional insured” endorsement page reflecting that the Vendor added the Town as an additional insured for each insurance policy to which the Vendor added the Town.

The Town and Vendor acknowledge that the types of insurance and coverage limits listed herein are the minimum necessary for the Town to award this bid/contract to the Vendor. The Town does not intend the required types of insurance coverage in any way limits the Vendor’s liability for any damages arising from the Vendor’s performance of services under this bid/contract.

The Vendor shall maintain the listed “insurance coverage” throughout the duration of this bid/contract. If at any time while this bid/contract is in effect, any of the listed insurance coverages should lapse, the Vendor shall immediately notify the Town. Within thirty (30) days of any such lapse, the Vendor shall provide the Town with new “certificates of insurance” coverage.

- 7) ***Degree of Care Owed by the Vendor.*** The Vendor represents that it will perform its services for the Town using the degree of care and skill ordinarily exercised consistent with the standards applicable to persons performing similar services under similar conditions and circumstances in the same or nearby locality.
- 8) ***Non-assignability of this Agreement.*** The Vendor shall not delegate, assign, or transfer its duties or interests in this bid/contract without the prior, express written consent of the Town. If the Town approves assignment, this contract shall be binding upon the Vendor’s assigns, transferees, and successors in interest.
- 9) ***Contract Modification or Amendment.*** Upon execution of the contract, the Town and Vendor may modify or amend this contract from time to time, but only in writing by a prior, specific authority duly executed by both the Town and Vendor, as of the date of the amendment.
- 10) ***Non-Wavier.*** Neither the Town nor Vendor shall construe the failure of the other to enforce at any time any contract provisions as a waiver of the right of other to enforce any contract provision.
- 11) ***Prevailing Statutory Authority.*** The *Laws of the Commonwealth of Massachusetts* and the *Code of Ordinances, Town of Weymouth, Massachusetts* govern the validity, interpretation, construction, and performance of this contract. The Town and Vendor agree that this bid/contract shall be construed to include all terms required to be included by Massachusetts General Laws, or any other laws, as though such terms were set forth in full. Any dispute arising out of or relating to this bid/contract, if brought, ***shall only be brought in Norfolk County, Massachusetts.***
- 12) ***Vendor’s Obligation to comply with Existing Laws.*** The Vendor warrants that it will comply with all applicable laws, regulations or ordinances affecting the successful completion of the contract, including but not strictly limited to laws, regulations, or ordinances related to public bidding, procurement, municipal finance, tax, labor law, reporting of employees and contractors, withholding and remitting child support payments, and prevailing wage laws.

The Vendor represents and warrants that it does not discriminate on the grounds of race, color, religious creed, national origin, ancestry, sex, gender identity, homelessness, age, inquiry as to a criminal record, handicap disability, mental illness, retaliation, sexual harassment, sexual orientation, genetics, and active military service. The Vendor shall comply with all applicable laws, ordinances, rules, regulations, and orders pertaining to the protection of work, property, persons, and employees.

- 13) Termination.** After execution of the Contract either the Town or Vendor may terminate this contract for any reason by providing at least ten (10) days advance, written notice to the signatories for the Town or the Vendor as the case may be. In case of a written termination by the Town, the Vendor shall cease performing all services or delivery of all supplies under this contract, with the exception of any work, in the opinion of the Town, necessary to bring the work in progress to a reasonable and safe condition. The Vendor shall then submit a final bill based only on work actually performed. There shall be no penalty for early termination.
- 14) Indemnification.** The Vendor agrees, to the greatest extent permitted by law, to defend, indemnify and hold harmless the Town, its agents, servants, employees, successors, heirs, executors, insurers, attorneys, administrators and all other representatives, of and from any and all claims, liabilities and actions for damages or other relief, whether sounding in bid/contract, tort, or otherwise, on account of or in any way arising out of or relating to the supplies and services purchased under this bid/contract, including but not limited to incidents involving the Town's negligence. The Vendor's duty to defend shall immediately accrue and be owing upon the utterance of such a claim by any person or entity regardless of merit and shall not be dependent upon a finding of negligence or any other finding of fact at trial. The duty to defend shall be absolute and will include and shall not be defeated or in any way undermined by the utterance of claims not covered by this bid/contract. The Town may assume its own defense after proper notice to the Vendor. If the Town assumes its own defense, the Vendor shall pay the Town its reasonable attorney's fees, costs, and expenses. If the Town assumes its own defense, the Vendor shall continue to have the duty to indemnify and hold harmless the Town.
- 15) Condition Precedent to Any Litigation.** If a disagreement arises from or relates to this bid/contract, the supplies provided, or the services performed and as a condition precedent to the commencement of any litigation between them, the Town and Vendor agree to attempt to resolve any disagreement through direct negotiations between *senior representatives* of each party. If direct negotiations do not resolve the disagreement, the Town and Vendor agree to consider using mutually acceptable nonbinding alternative dispute resolution to resolve any disagreements without litigation.
- 16) Effect of final payment.** The acceptance of final payment by the Vendor shall constitute a waiver of all claims against the Town by the Vendor arising under this bid/contract.
- 17) Materiality of Any Breach.** All words, clauses, terms, sentences, paragraphs, portions, parts, paragraphs, and sections of this bid/contract are material. A breach by either the Town or Vendor shall not constitute an excuse by the other party to fail to fully perform all other words, clauses, terms, sentences, paragraphs, portions, parts, paragraphs, and sections of this contract.
- 18) No Ambiguity.** All words, clauses, terms, sentences, paragraphs, portions, parts, paragraphs, and sections of this bid/contract, and this bid/contract as a whole, are unambiguous.

- 19) ***No Presumption against Drafting Party.*** The Town and Vendor agree that the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in any interpretation of this bid/contract.
- 20) ***Integration of this Bid/Contract.*** This bid/contract, including all attachments listed above, embodies the entire agreement between the Town and Vendor, and each acknowledges that the other made no inducements, promises, terms, conditions, or obligations other than those expressly contained within the written terms of this bid/contract. The written bid/contract supersedes all prior agreements, understandings, or past practices between the Town and Vendor.
- 21) ***Severability.*** If any court of competent jurisdiction holds any portion of this bid/contract to be illegal, invalid, or unenforceable, the Town and Vendor agree that any such order shall not affect any other remaining term, clause, phrase, paragraph, section, or provision and all shall remain in full force and effect.
- 22) ***No Third-Party Beneficiaries.*** There are no third-party beneficiaries to this bid/contract.
- 23) ***The Vendor's Status as an Independent Contractor.*** The Vendor will act as an independent contractor and not as an employee or agent of the Town in performing the services required by the bid/contract.
- 24) ***Non-Appropriation.*** The Town's obligation to make payments during any Town fiscal year succeeding the current fiscal year shall be subject to availability and appropriation of funds. The Town shall have the right to terminate the bid/contract when whichever level of government—Federal, state, or local—fails to appropriate or otherwise make available funds to support continuation of performance of this bid/contract in a subsequent fiscal year.
- 25) ***The Vendor's Contract Documents Subject to Public Records Law.*** The Vendor agrees that this bid/contract, related purchase orders, related pricing documents, and invoices will be public documents, and may be available for public and private distribution in accordance with the Public Records Law, General Laws c. 66, *et seq.* The Vendor will provide the Town copies of any documents requested under this law at no charge to the Town or the requestor.
- 26) ***The Vendor's Contract Documents Subject to Audit.*** The Town shall have the right, at reasonable times, at a site designated by mutual agreement, to audit the books, documents, and records of the Vendor to the extent that the books, documents, and records relate to costs or pricing data for the bid/contract. The Vendor agrees to maintain records that will support the prices charged and costs incurred for the bid/contract. The Vendor shall preserve books, documents, and records that relate to costs or pricing data for the bid/contract for a period of three (3) years from date of final payment. The Vendor shall give full and free access to all records to the Town and its authorized representatives.
- 27) ***Certification as to Non-Collusion.*** The Vendor certifies, pursuant to **General Laws c. 30, § 39M and c. 30B, § 10**, that under the penalties of perjury that this bid or proposal is in all respects bona fide, fair, and has been made and submitted in good faith and without

collusion or fraud with any other person, meaning any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

28) Certification as to Payment of State Taxes. The Vendor certifies, pursuant to General Laws c. 62C, § 49A, that under the penalties of perjury that the Vendor complied, is complying, and will comply during the terms of this bid/contract with all laws of the Commonwealth of Massachusetts relating to taxes.

29) Certification as to “Conflict of Interest” Laws. The Vendor certifies that no official or employee of the Town has a financial interest in this bid/contract or in the expected profit to arise from the bid/contract, unless the Vendor and the Town employee or official both have notified in writing the Mayor, with a copy to the Town Solicitor, that the Vendor and the employee fully complied with the provisions of General Laws c. 43, § 27 (Interest in Public Contracts by Public Employees) and of provisions of General Laws c. 268A, § 20 (Conflict of Interest Law).

30) Execution of Counterparts. The Town and Vendor may execute this bid/contract, or any subsequent amendments, in any number of counterparts. The Town and Vendor agree each such counterpart will be considered and enforced as if an original and all counterparts together shall constitute the same.

31) Facsimile Signatures are Valid. The Town and Vendor agree that they may receive and consider as facsimile signatures electronic signatures of authorized individuals, which the Town and Vendor agree either may enforce as if valid, original written signatures. “Facsimile signature” means, for purposes of this bid/contract, a reproduction of the manual signature of an authorized officer of either the Town or Vendor.

Warranty of Authority. The person who signs this document on behalf of the Vendor acknowledges, warrants, and represents under the pains and penalties of perjury with his or her signature the following: he or she (a) is legally and mentally competent to execute this document; (b) is of legal age; (c) has the authority to bind with his or her signature, all plaintiffs in this action; (d) has carefully read all of the provisions of this bid/contract with care and with the advice and counsel of any attorney of record and any other attorneys of his or her choice; and (e) knows and fully understands each and every word, clause, term, sentence, paragraph, portion, part, paragraph, and section of this bid/contract, and this bid/contract as a whole. In affixing his or her signature below, he or she has affixed his or her signature to this document intentionally, willingly, and free from any compulsion or duress and as his or her own free act and deed after having obtained the advice and counsel of any attorney of record and any other attorneys of his or her choice.

Authorized Signer

Title

Date

The TERMS & CONDITIONS MUST be signed, and by an authorized signatory, in order to be considered.

END OF TOWN OF WEYMOUTH IFB TERMS AND CONDITIONS FOR SUPPLIES AND SERVICES

*Town of Weymouth
Massachusetts*



Sample Contract

This agreement is made on this _____ day of _____, 2024, between the Town of Weymouth, acting by and through its duly authorized Mayor, (hereinafter, the "Town"), with a principal place of business at 75 Middle Street, Weymouth, MA 02189, and **(VENDOR NAME)**, (hereinafter "Vendor"), with a principal place of business at **(VENDOR ADDRESS)**. The Town and **(VENDOR)** contract for services under the terms and conditions set forth herein.

I. SERVICES.

(VENDOR NAME) will provide to the Town all **(XXXXXXX) Services and/or Supplies**, for a period of **(TERM OF CONTRACT)**, and as fully described and agreed to in the Vendor's response to the Town's **(BID DESCRIPTION / NUMBER)**, *which are attached hereto and incorporated herein by reference*. The parties agree that should any conflict arise, the provisions of this contract shall prevail over the Town's request for bids, which shall prevail over the Vendor's response to the Town's Request.

II. COMPENSATION

The Town agrees to pay **(VENDOR NAME)**, in an amount not to exceed **(BID AMOUNT)** for the length of the contract, for the services performed and pursuant to this contract and shall be subject to appropriation during each fiscal year.

For the contractor:

Signature of Authorized Signatory

Print Name & Title

Address

Email Address

DATED: _____

For the Town of Weymouth:

Department Head/Contract Manager

Approved as to Form:

Joseph Callanan, Town Solicitor

Approved as to Appropriation:

James Malary – Chief Financial Officer
XXXX FUNDING CODE XXXX

Approved:

Robert L. Hedlund – Mayor

NOTICE OF AWARD

TO:

DATE:

PROJECT DESCRIPTION: LOVELL FIELD PEDESTRIAN BRIDGE

The Owner has considered the Proposal submitted by you for the above described Work on _____ in response to its Advertisement for Bids and Instructions to Bidders

You are hereby notified that your Proposal has been accepted for Items totaling the amount of \$_____.

You are required by the Instructions to Bidders to execute the Contract Agreement and furnish the required Contractor’s Performance Bond, Payment Bond and certificates of insurance within ten (10) days from the date of this Notice of Award.

If you fail to execute said Agreement and to furnish said Bonds and Insurance within ten (10) days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner’s acceptance of your Proposal as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

It is acknowledged that of your bid prices are abnormally low. It is understood that this will be waived as an informality as to form in your Bid. However, you are hereby notified that the unrealistically low unit prices not reflecting the actual cost of the work bars you from any equitable adjustment of unit price bid items presented in Section 00300 of the Contract Documents. The specific bid items of note are:_____

You are required to return and acknowledged copy of this Notice of Award to the Owner. Dated this _____ day of _____, 2024.

By Its Director of Public Works

Director of Public Works

Date

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged, this, the _____ day of _____, 2024.

By: _____

Title: _____

NOTICE TO PROCEED

TO:

DATE:

PROJECT: **Lovell Field Pedestrian Bridge**

You are hereby notified to commence the Work in accordance with the Agreement dated _____, on or before _____, and you are to complete all work no later than December 1, 2025 with substantial completion of July 15, 2025. \

Town of Weymouth

By: _____

Chief Procurement Officer

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, _____, organized under the laws of the State of _____, and having a usual place of business in _____, as principal, and organized under the laws of the State of _____ and having a usual place of business in _____, as surety, are holden and stand firmly bound and obligated unto the Town of Weymouth as obligee, in the sum of _____ (\$ _____) Dollars, lawful money of the United States of America, to and for the true payment whereof, we hereby bind ourselves, and each of us, our heirs, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principle has, by means of a written agreement, dated _____, entered into a contract with the said obligee for the **Lovell Field Pedestrian Bridge Project** copy of which agreement is attached hereto and by reference made a part hereof.

NOW, THEREFORE, the conditions of this obligation is such that if the said principal shall well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of said contract on his part to be kept and performed, during the original term of said contract and any extensions thereof that may be granted by the Town of Weymouth, Massachusetts with or without notice to the surety, and during the life of any guaranty required under the contract, and shall also well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of any and all duly authorized modifications, alterations, changes or additions to said contract that may hereafter be made, notice to the surety of such modifications, alterations, changes or additions being hereby waived, then this obligation shall be null and void; otherwise it shall be and remain in full force, virtue and effect.

In the event that the work under said contract is abandoned by the principal or is terminated by the Town of Weymouth under the provisions of Sections of said Contract, said surety hereby further agrees that said surety shall, if requested in writing by the Town of Weymouth take such action as is necessary to complete the work under said contract.

And the said surety, for value received, hereby stipulates and agrees that no change in, or extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or to the Specifications accompanying the same shall in any way affect its obligations on

this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the Specifications.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____ in the year Two Thousand and Twenty-Four.

Important: Attach herewith proof of authority of officers or agents to sign Bond.

Principal:

Surety:

By: _____

By: _____

(Title) _____

(Title) _____

(SEAL)

(SEAL)

Town of Weymouth
Lovell Field Pedestrian Bridge

PAYMENT BOND FORM

KNOW ALL MEN BY THESE PRESENTS,

That we, _____, organized under the laws of the State of _____, and having a usual place of business in _____, as principal, and organized under the laws of the State of _____ and having a usual place of business in, as surety, are holden and stand firmly bound and obligated unto the Town of Weymouth as obligee, in the sum of _____ (\$ _____) Dollars, lawful money of the United States of America, to and for the true payment whereof, we hereby bind ourselves, and each of us, our heirs, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principle has, by means of a written agreement, dated _____, entered into a contract with the said obligee for the **Lovell Field Pedestrian Bridge Project** a copy of which agreement is attached hereto and by reference made a part hereof.

NOW, THEREFORE, the conditions of this obligation is such that if the said principal shall well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of said contract on his part to be kept and performed, during the original term of said contract and any extensions thereof that may be granted by the Town of Weymouth, Massachusetts with or without notice to the surety, and during the life of any guaranty required under the contract, and shall also well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of any and all duly authorized modifications, alterations, changes or additions to said contract that may hereafter be made, notice to the surety of such modifications, alterations, changes or additions being hereby waived, then this obligation shall be null and void; otherwise it shall be and remain in full force, virtue and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____ in the year Two Thousand and Twenty-Four.

Important: Attach herewith proof of authority of officers or agents to sign Bond.

Principal: _____ Surety: _____

By: _____ By: _____

(Title) _____ (Title) _____

Town of Weymouth
Lovell Field Pedestrian Bridge

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GENERAL CONDITIONS PART I

i) **GENERAL**

Every provision of this Contract shall have the same force and effect as if included and repeated in every division or subdivision of the Contract under which it may apply.

Headings, letterings, and numbers of the various divisions and subdivisions of and in the Contract are intended for convenience of reference only and have no force or affect whatever on the intent of the Contract.

Every provision of this Contract shall apply to the work of this Contract, which includes, and is not limited to supply and installation of a pre-fabricated pedestrian bridge, associated foundations and structural supports, conduit for future lighting and a walkway or sidewalk.

GENERAL PROVISIONS

- a) Whenever the Contractor is not present on any part of the work where it may be desired to give directions, orders may be given by the Owner's Representative or his duly authorized representative, and shall be received and obeyed by the superintendent or foreman who may have charge of the particular work in reference to which orders are given.
- b) The Contractor shall be responsible for setting and establishing all lines and grades as approved by the Town or their official designee. The Contractor shall provide all equipment and materials to set and maintain line and grade as approved by the Town or their official designee, and the control established shall be carefully preserved.
- c) Necessary sanitary conveniences for the use of his employees on the work, properly secluded from public observation, shall be constructed and maintained by the Contractor in such manner and at such points as shall be approved by the Owner's Representative and their use shall be strictly enforced.
- d) On or before the completion of the work, the Contractor shall without charge therefore remove his plant and all buildings and other temporary structures built by him, and shall remove all surplus materials and rubbish of all kinds resulting from his operations, and shall leave the work and premises occupied in acceptable condition.
- e) The Contractor shall neither permit nor suffer the introduction or use of spirituous liquors upon or about the work embraced in this Contract or upon any of the grounds occupied by him. Neither shall he permit or suffer his laborers to harass or make harassing comments to members of the public using the parks or passing by.
- f) The Contractor shall protect from injury all trees and poles in the vicinity of the work that are not designated for removal and shall provide guards for this purpose when necessary.
- g) The Contractor shall not permit or suffer any advertising placards or posters or advertisements to be displayed on or about the premises covered by this Contract.
- h) The work shall be prosecuted in such order and manner as the Owner's Representative shall approve. The Contractor shall, within fourteen (14) days after the award of the Contract, submit a progress schedule to the Owner's Representative for approval outlining the methods to be used and the dates for

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starting and completing the various phases of the work. The format of the progress schedule shall be acceptable to the Owner's Representative.

- i) The Contractor shall satisfy himself as to the existing conditions of the areas in which he is to perform his work. He shall conduct and arrange his work so as not to impede or interfere with the work of other Contractors working in the same area and in adjacent areas. The Town or their duly authorized representatives will decide any disputed questions regarding the performance of the work, access to and cleaning up the site and priority regarding the performance between the various Contractors. The Contractor shall advise the Town in writing of all agreements pertaining to coordinating his work with the work of other Contractors in the area.
- j) The Contractor shall conduct his work so as to interfere with traffic as little as possible and shall safeguard all streets and traffic thereon. The construction equipment and materials shall be so placed as not to endanger the work or to obstruct traffic, except as permitted by the Town's Police Department.
- k) The Contractor shall conduct his work so as to avoid to the extent feasible and interfere with as little as possible school activities and the school population including school bus movements, staff parking and parent pick up/drop off activities.
- l) The Contractor shall work in close cooperation with all utility companies as deemed necessary. He shall notify the utility companies ten (10) days in advance of his proposed start work date in any area where utilities may be affected by his operations.
- m) The Contractor shall keep the work site in a safe and satisfactory condition and shall be responsible for any accident that may occur on account of defects resulting from his work for one year from the accepted date of completion, and prior to this date he shall restore everything disturbed by him in as good condition as existed before beginning his work.
- n) No work shall be done when, in the opinion of the Owner's Representative, the weather is unsuitable.

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ii) **DEFINITIONS**

Wherever used in any of the Contract Documents, the following meanings shall be given to the terms herein defined:

- a) The term "Contract," means the Contract executed by Weymouth and the Contractor, of which these GENERAL CONDITIONS, PARTS I, II AND III, form a part. The documents which comprise the Contract are set forth in the Agreement.
- b) The terms "Town", "Owner" and "Local Public Agency," or a pronoun in place of them means Weymouth of the Town of Weymouth, or any other department, board or officer duly authorized to act for the Town in the execution of the work covered by this Contract acting either directly or through the properly authorized agent, the Public Works Department, such agents acting within the scope of the particular duties entrusted to them; and no member of said Commission or Authority shall be personally responsible for any liability arising under this Contract.
- c) The term "Authority" means the Town of Weymouth.
- d) The term "Contractor," or pronoun in place of it, means the person, firm or corporation entering into the Contract with the Town to construct and install the improvements embraced in this Contract.
- e) The term "Subcontractor," or pronoun in place of it, means one who, under Contract with the Contractor, does any part of the construction at the site of the job.
- f) The term "Project Area," means the Town of Weymouth locations within which the Improvements contemplated are to be constructed.
- g) The term "Owner's Representative" or "Engineer" or a pronoun in place of it means the firm of Kimley-Horn and Associates, Inc. acting either directly or through their properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.
- h) The term "State" means the Commonwealth of Massachusetts
- i) The terms "Local Government" and "Town" mean the Town of Weymouth, Massachusetts, within which the Project Area is situated.
- j) The term "Contract Documents" means and shall include the following: Executed Agreement, Addenda (if any), Invitation to Bid, Instructions to Bidders, Signed Copy of Bid, General Conditions, Parts I, II and III, Special Conditions, Construction Specifications and Drawings (as listed in the Schedule of Drawings).
- k) The term "Drawings" or "Contract Drawings" means the drawings enumerated in the SCHEDULE OF DRAWINGS.

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- l) The terms "Specifications," "Construction Specifications" and "Special Provisions" shall, for the purpose of the Contract, be considered interchangeable and shall mean that part of the Contract Documents which describes, outlines and stipulates: the quality of the materials to be furnished; the quality of workmanship required; and the methods to be used in carrying out the construction work to be performed under this Contract.
- m) The words "Standard Specifications" shall mean the current Edition of the Commonwealth of Massachusetts, Department of Public Works, Standard Specifications for Highways and Bridges, including the latest amendments and addendum thereto.
- n) The terms "Addendum" or "Addenda" mean any changes, revisions or clarifications of the Contract Documents which have been duly issued by the Commission to prospective Bidders prior to the time of receiving Bids.
- o) The terms "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import, shall mean the direction, requirements, permission, order, designation, prescription, etc., of the Town's authorized representative and, similarly, the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable or satisfactory to the Town's authorized representative, subject in each case to the final determination of the Town, unless otherwise expressly stated.
- p) The term "Demolition Area" means the area specified on the Drawings within which the work of demolition and site clearance is to be performed under this Contract.
- q) The term "Salvage" means all building materials, equipment, appliances, and fixtures incorporated in the buildings and structures to be demolished, and other equipment or appurtenances, unless specifically exempted, located upon the real property within the Demolition Area, which the Contractor deems to have sufficient value to justify the reclaiming.

iii) SUPERINTENDENCY BY CONTRACTOR

- a) Except where the Contractor is an individual and gives his personal superintendence to the work, the Contractor shall have a competent superintendent, satisfactory to the Owner's Representative, on the work at all times during working hours with full authority to act for him. The Contractor shall also provide an adequate staff for the proper coordination and expediting of his work.
- b) The Contractor shall lay out his own work and he shall be responsible for all work executed by him under the Contract. He shall verify all figures and elevations before proceeding with the work and will be held responsible for any error resulting from his failure to do so.

iv) SUBCONTRACTS

The Contractor is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this Contract, is subject to the following conditions:

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- a) Be acceptable to the Owner and
- b) Submit "Subcontractor's Certification" Form, "Certification by Proposed Subcontractor regarding Equal Employment Opportunity". Approval of the proposed subcontract award cannot be given by the Owner unless and until the proposed subcontractor has submitted the Certification and/or other evidence showing that it has fully complied with any reporting requirements to which it is or was subject.
- c) Comply with the provisions of the "Affirmative Action Requirements, Equal Employment Opportunity" as outlined hereinbefore.
- d) Comply with the provisions of the "Goals and Timetables for Female and Minority Participation in Construction Industry" as outlined hereinbefore.
- e) Execute a non-collusive affidavit in substantially the form shown hereinafter.
- f) No proposed subcontractor shall be disapproved by Weymouth except for cause.
- g) The Contractor shall be as fully responsible to Weymouth for the acts and omissions of his sub-Contractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- h) The Contractor shall cause appropriate provision to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the Contract Documents.
- i) Nothing contained in the Agreement shall create any Contractual relation between any subcontractor and Weymouth.
- j) Although the Bidder is not required to attach the above noted Certifications by proposed subcontractors to his bid, the Bidder is here advised of these requirements so that appropriate action can be taken to prevent subsequent delay in subcontract awards.
- k) The following pages include forms that are required to be submitted by the selected Contractor's subcontractors.

v) OTHER CONTRACTS

The Town may award, or may have awarded, other Contracts for additional work, and the Contractor shall cooperate fully with such other Contractors, by scheduling his own work with that to be performed under other Contracts as may be directed by the Authority. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other Contractor.

vi) FITTING AND COORDINATION OF THE WORK

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, Subcontractors or material men engaged upon this Contract. He shall be prepared to guarantee to each of his Subcontractors the locations and measurements which they may require for the fitting of their work to all surrounding work.

vii) MUTUAL RESPONSIBILITY OF CONTRACTORS

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If, through acts or neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss or damage on the work, the Contractor shall settle with such other Contractor or subcontractor by agreement or arbitration, if such other Contractor or subcontractor will so settle. If such other Contractor or Subcontractor shall assert any claim against the Town on account of any damage alleged to have been so sustained, the Town will notify this Contractor, who shall defend at his own expense any suit based upon such claim, and, if any judgment or claims against the Town shall be allowed, the Contractor shall pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith.

viii) PROGRESS SCHEDULE

- a) The Contractor shall submit to the Town, for approval, within fourteen (14) days after award of the Contract, a carefully prepared Progress Schedule, showing the proposed dates of starting and completing each of the various sections of the work, the anticipated monthly payments to become due the Contractor, and the accumulated percent of progress each month.
- b) The Contractor will not commence with any part of the work until such time as his progress schedule has been prepared in accordance with these Specifications and approved by the Town.

ix) PAYMENTS TO CONTRACTOR

a) Partial Payment

- i) The Contractor shall prepare requisitions for partial and final payments. The Contractor is required to submit requisitions, and certified payrolls. Requisitions for partial payment shall comply with the provisions below.
- ii) The Contractor shall prepare his requisitions for partial payment as of the twenty-fifth day of the month and submit it, with four (4) copies, to the Owner's Representative for approval. The amount of the payment due to the Contractor shall be determined by adding to the total value of work completed to date, the value of materials properly stored on the site if authorized by the Town and deducting (1) ten percent (10%) of the total amount, to be retained until final payment and (2) the amount of all previous payments. The total value of work completed to date shall be based upon the estimated quantities of work completed to date on each item and the unit prices contained in the Proposal. The value of materials properly stored on the site if authorized shall be based upon the estimated quantities of such materials and the invoice prices. Copies of all invoices shall be available for inspection of the Owner's Representative.
- iii) Monthly or partial payments made by the Town to the Contractor are moneys advanced for the purpose of assisting the Contractor to expedite the work of construction. All material and completed work covered by such monthly or partial payments shall remain the property of the Contractor and he shall be responsible for the care and protection of all materials and work upon which payments have been made. Such payments shall not constitute a waiver of the right of the Town to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the Town in all details.

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x) PAYMENTS

a) Final Payment

- i) After final inspection and acceptance by the Town of all work under the Contract, the Contractor shall prepare his requisition for final payment for the FY24 Lovell Field Pedestrian Bridge Project, which shall be based upon the carefully measured or computed quantity of each item of work at the applicable unit prices stipulated in the Proposal. The total amount of the final payment due the Contractor under this Contract shall be the amount computed as described above less all previous payments. Final payment to the Contractor shall be made subject to his furnishing the Town with a release in satisfactory form of all claims against the Town arising under and by virtue of his Contract, other than such claims, if any, as may be specifically excepted by the Contractor from the operation of the release as provided under Subsection 14, titled DISPUTES, under this Section.
- ii) The Town, before paying the final estimate, shall require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project) and services to the Contractor, if the Town deems the same necessary in order to protect its interest. The Town however may, if it deems such action advisable, make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments so made shall in no way impair the obligations of any surety or sureties furnished under this Contract.
- iii) Withholding of any amount due the Town under the section titled LIQUIDATED DAMAGES, under SPECIAL CONDITIONS, shall be deducted from the final payment due the Contractor.

b) Withholding Payments

The Town may withhold from any payment otherwise due the Contractor so much as may be necessary to protect the Town and if it so elects may also withhold any amounts due from the Contractor to any subcontractors or material dealers, for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the Town and will not require the Town to determine or adjust any claims or disputes between the Contractor and his subcontractors or material dealers, or to withhold any moneys for their protection unless the Town elects to do so. The failure or refusal of the Town to withhold any moneys from the Contractor shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

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c) Payments Subject to Submission of Certificates

Each payment to the Contractor by the Town shall be made subject to submission by the Contractor of four copies of certified payrolls. These payrolls shall be submitted to the Owner's Representative for the time period encompassed by the estimate before periodical estimates will be processed for payment.

xi) CHANGES IN THE WORK

All Contracts for construction and Contract amendments thereto to which Weymouth (Local Public Agency) is a party shall be procured in accordance with the applicable local, State and Federal requirements. Prior to making recommendations to enter, or entering into any Contract or Contract amendment, the Owner's Representative or his authorized agent shall review documentation provided by the Contractor to insure the costs associated with the work are reasonable.

The Town may make changes in the scope of the work required to be performed by the Contractor under the Contract or making additions thereto, or by omitting work therefore, without invalidating the Contract, and without relieving or releasing the Contractor from any of his obligations under the Contract or any guarantee given by him pursuant to the Contract Provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise.

Except for the purpose of affording protection against any emergency endangering life or property, the Contractor shall make no change in the materials used or in the specified manner of construction and/or installing the improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the Town authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract Price will be valid unless so ordered.

If applicable unit prices ARE contained in the BID FORM, established as a result of a unit price bid, the Town may order the Contractor to proceed with desired changes in the work, the value of such changes to be determined by the measured quantities involved and the applicable unit prices specified in the Contract; provided that in case the net value of all changes does not increase or decrease the original total amount shown in the Proposal by more than twenty-five percent (25%).

If applicable unit prices ARE NOT contained in the BID FORM or if the total net change increases or decreases the total Contract Price more than twenty-five percent (25%), the Town shall, before ordering the Contractor to proceed with desired changes, request an itemized proposal from him covering the work involved in the change. If the proposal is acceptable, the Town will prepare the change order in accordance therewith for acceptance by the Contractor.

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Each change order shall include in its final form:

1. A detailed description of the change in the work.
2. The Contractor's proposal (if any) or a conformed copy thereof.
3. A definite statement as to the resulting change in the Contract Price and/or time.
4. The statement that all work involved in the change shall be performed in accordance with Contract requirements except as modified by the change order.

xii) CLAIMS FOR EXTRA COST

- a) If the Contractor claims that any instructions given by the Owner's Representative, by approved Shop Drawings or otherwise, involve extra cost or extension of time, he shall, within ten days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to the Owner's Representative, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.
- b) Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or benchmarks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work, than would be reasonably estimated from the Contract Drawings issued.
- c) Any discrepancies which may be discovered between actual conditions and those represented by the Contract Documents shall at once be reported to the Owner's Representative and work shall not proceed, except at the Contractor's risk, until written instructions have been received by him from the Owner's Representative.
- d) If, on the basis of the available evidence, the Owner's Representative determines that an adjustment of the Contract Price and/or time is justifiable, the procedure shall then be as provided in the section titled **CHANGES IN THE WORK** under these **GENERAL CONDITIONS**.

xiii) TERMINATION, DELAYS AND LIQUIDATED DAMAGES

- a) Termination of Contract. If the Contractor refuses or fails to prosecute the work with such diligence as will ensure its completion within the time specified in these Contract Documents, or as modified as provided in these Contract Documents, the Town, by written notice to the Contractor, may terminate the Contractor's right to proceed with the work. Upon such termination, the Town may take over the work and prosecute the same to completion, by Contract or otherwise, and the Contractor and his sureties shall be liable to the Town for any additional cost incurred by the Town in its completion of the work and they shall also be liable to the Town for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the Town may take possession of and utilize in completing the work such materials, tools, equipment, and plant as may be on the site of the work and necessary therefore.
- b) Liquidated Damages for Delays. If the work is not completed within the time stipulated in **SECTION 00200 INSTRUCTION TO BIDDERS**, Items No. 8 and No. 9 including any extensions of time for excusable delays as herein provided, the Contractor shall pay to the Town as fixed, agreed, and liquidated damages of \$500.00 (it being impossible to determine the actual damages occasioned by the delay) for each calendar day of delay, until the work is completed, the amount as set forth in the Section

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00200 and the Contractor and his sureties shall be liable to the Town for the amount thereof.

- c) Excusable Delays. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due:
- i) To any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency;
 - ii) To any acts of the Town;
 - iii) To causes not reasonably foreseeable by the parties to the Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in the performance of some other Contract with the Town, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions; and
 - iv) To any delay of any subcontractor occasioned by any of the causes specified in subparagraphs (1), (2) and (3) of this Paragraph "c."

Provided, however, that the Contractor promptly notified the Owner's Representative and the Town within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the Owner's Representative shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this Contract, the delay is properly excusable, the Town shall extend the time for completing the work for a period of time commensurate with the period of excusable delay

xiv) ASSIGNMENT OR NOVATION

The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities or responsibilities under this Contract without the written consent of the Local Public Agency; provided, however, that assignments to banks, trust companies, or other financial institutions may be made without the consent of the Local Public Agency. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools or equipment

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xiv) DISPUTES

- a) All disputes arising under this Contract or its interpretation, except those disputes covered by FEDERAL LABOR-STANDARDS PROVISIONS under SECTION 5, GENERAL CONDITIONS, PART II, whether involving law or fact or both, or extra work, and all claims for alleged breach of Contract shall within ten (10) days of commencement of the dispute be presented by the Contractor to the Local Public Agency for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. In the meantime, the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified within this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt by the Local Public Agency of notice thereof.
- b) The Contractor shall submit in detail his claim and his proof thereof. Each decision by the governing body of the Local Public Agency will be in writing and will be mailed to the Contractor by registered mail, return receipt requested.
- c) If the Contractor does not agree with any decision of the Local Public Agency, he shall in no case allow the dispute to delay the work but shall notify the Local Public Agency promptly that he is proceeding with the work under protest and he may then accept the matter in question from the final release.

xv) DRAWINGS AND SPECIFICATIONS

- a) Anything mentioned in the Construction Specifications and not shown on the Drawings or shown on the Drawings and not mentioned in the Construction Specifications shall be of like effect as if shown on or mentioned in both. In case of a difference between Drawings and Construction Specifications, the Construction Specifications shall govern. In case of any discrepancy in Drawings, or Construction Specifications, the matter shall be immediately submitted to the Owner's Representative without whose decision said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense.

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- b) Any errors or omissions in plans, drawings or specifications or in other data or documents may be corrected by the Owner’s Representative when such correction is necessary for the proper fulfillment of their intention as construed by him, such correction to govern only from the time that the Owner’s Representative gives notice in writing thereof to the Contractor.
 - c) The Contractor shall not take any advantage, or make any claim for damages on account of any omission, discrepancy or error in any soundings, borings, estimates, schedules, specifications, drawings, plans, or other data or documents furnished him but shall report same to the Owner’s Representative as soon as it comes to his knowledge.

xvi) SHOP DRAWINGS

- a) All required shop drawings, machinery details, layout drawings, etc., shall be submitted to the Owner’s Representative in electronic format for approval sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting and rechecking if necessary. The Contractor may proceed, only at his own risk, with manufacture or installation of any equipment or work covered by said shop drawings, etc., until they are approved and no claim, by the Contractor, for extension of the Contract time will be granted by reason of his failure in this respect.
- b) Any drawings submitted without the Contractor’s stamp of approval will not be considered and will be returned to him for proper resubmission. If any drawings show variations from the requirements of the Contract because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of Contract price and/or time; otherwise the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the drawings have been approved.
- c) If a shop drawing is in accord with the Contract or involves only a minor adjustment in the interest of the Local Public Agency not involving a change in Contract price or time, the Owner’s Representative may approve the drawing. The approval shall be general, shall not relieve the Contractor from his responsibility for adherence to the Contract or for any error in the drawing and shall contain in substance the following:

“The modification shown on the attached drawing is approved in the interest of the Local Public Agency to effect an improvement for the Project and is ordered with the understanding that it does not involve any change in the Contract Price or time; that it is subject generally to all Contract stipulations and covenants; and that it is without prejudice to any and all rights of the Local Public Agency under the Contract and surety bond or bonds.”
- d) Shop drawings that are satisfactory to the Owner’s Representative as to their representation of a correct interpretation of the work to be done and are in compliance with the Contract Documents shall be distributed electronically by the Owner’s Representative to the following:
 - (1.) Contractor
 - (2.) Town of Weymouth Planning Department
 - (3.) Town of Weymouth Procurement Agent

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xvii) REQUESTS FOR SUPPLEMENTARY INFORMATION

It shall be the responsibility of the Contractor to make timely requests of the Owner's Representative for any additional information not already in his possession which should be furnished by the Town under the terms of this Contract, and which he will require in the planning and execution of the work. Such requests may be submitted from time to time as the need is approached, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing and list the various items and the latest date by which each will be required by the Contractor. The first list shall be submitted within two weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Owner's Representative may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provisions of this paragraph.

xviii) MATERIALS AND WORKMANSHIP

- a) Unless otherwise specifically provided for in the Construction Specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the Construction Specifications as "equal to" any particular standard, the Owner's Representative or the Town shall decide the question of equality.
- b) The Contractor shall furnish to the Owner's Representative for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which he contemplates installing together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval as required full information concerning all other materials or articles which he proposes to incorporate in the work (see Subsection 19 – SAMPLES, CERTIFICATES AND TESTS under this SECTION).
- c) Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.
- d) Materials specified by reference to the number or symbol of a specific standard, such as an ASTM Standard, a Federal Specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation to Bid, except as limited to type, class or grade, or modified in such reference. The standards referred to, except as modified in the Construction Specifications, shall have full force and effect as though printed therein.
- e) The Town may require the Contractor to dismiss from the work such employee or employees as the Town or the Owner's Representative may deem incompetent, or careless, or insubordinate.

xix) SAMPLES, CERTIFICATES AND TESTS

- a) The Contractor shall submit all material or equipment samples, certificates, affidavits, etc., as called for in the Contract documents or required by the Owner's Representative, promptly after award of the Contract and acceptance of the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the Owner's Representative. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause

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for extension of the Contract time.

Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with Contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which will assist the Owner's Representative in passing upon the acceptability of the sample promptly. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.

- b) Approval of any materials shall be general only and shall not constitute a waiver of the Town's right to demand full compliance with Contract requirements. After actual deliveries, the Owner's Representative will have such check tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Owner's Representative will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable.
- c) Except as otherwise specifically stated in SECTION 7, Article 31, titled INSPECTIONS AND TESTS, the costs of sampling and testing will be borne by the CONTRACTOR.

xx) PERMITS AND CODES

- a) The Contractor shall give all notices required by and comply with all applicable laws, ordinances, and codes of the State and Local governments. All demolition work and disconnections of utilities shall comply with all applicable ordinances and codes including all written waivers. Before beginning the work, the Contractor shall examine the Contract Documents for compliance with applicable ordinances and codes and shall immediately report any discrepancy to the Owner's Representative. Where the requirements of the Contract Documents fail to comply with such applicable ordinances or codes, the Town will adjust the Contract by Change Order to conform to such ordinances or codes (unless waivers in writing covering the difference have been granted by the governing body or department) and make appropriate adjustment in the Contract Price or stipulated unit prices.

Should the Contractor fail to observe the foregoing provisions and proceed with the construction and/or install any utility at variance with any applicable ordinance or code, including any written waivers (notwithstanding the fact that such installation is in compliance with the Contract Documents), the Contractor shall remove such work without cost to the Local Public Agency, but a Change Order will be issued to cover only the excess cost the Contractor would have been entitled to receive if the change had been made before the Contractor commenced work on the items involved.

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- b) The Contractor shall at his own expense secure and pay to the appropriate department of the Local and State Governments the fees or charges for all permits for street pavements, sidewalks, sheds, removal of abandoned water taps, sealing of house connection drains, pavement cuts, building, electrical, plumbing, water, gas and sewer permits required by the local regulatory body or any of its agencies, or the Massachusetts Department of Transportation.
- c) The Contractor shall comply with applicable local laws and ordinances governing the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with the Improvements embraced in this Contract. Disposal of surplus material, on private property, within the Town of Weymouth, will not be permitted unless the property owner has secured a permit from the Town Building Inspector which allows dumping on the premises.

xxi) CARE OF WORK

- a) The Contractor shall be responsible for all damages to person or property that occur as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the Town.
- b) The Contractor if so required shall provide sufficient competent watchmen, both day and night, including Saturdays, Sundays and holidays, from the time the work is commenced until final completion and acceptance.

In an emergency affecting the safety of life or property, including adjoining property, the Contractor without special instructions or authorization from the Town, is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act. He shall likewise act if instructed to do so by the Town. Any compensation claimed by the Contractor on account of such emergency work will be determined by the Town as provided in Article 10 titled CHANGES IN THE WORK, under these GENERAL CONDITIONS.

- c) The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and he shall at his own expense completely repair any damage thereto caused by his operations.
- d) The Contractor shall shore up, brace, underpin, secure and protect as may be necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may in any way be affected by the excavations or other operations connected with the construction of the Improvements embraced in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the Town from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the Town may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

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- e) In the event of fire damage to any building covered under the terms of this Contract, the Contractor will be reimbursed on a pro rata basis only for that portion of the building actually demolished in relation to the entire structure.
- f) The Town may require the Contractor to dismiss from work such employee or employees as the Town may deem incompetent, careless or insubordinate.
- g) After the completion of the work, the Contractor shall remove all temporary structures and equipment built or furnished by him, all debris, and all surplus materials of all kinds from the site of the work, and shall dispose of them in a manner satisfactory to the Town. The premises shall be left clean, presentable and satisfactory.
- h) In addition to cleaning up at the end of the project, the Contractor shall be required to keep all streets, easements and haul roads free from dirt, stones, dust and all other foreign matter. The Contractor shall employ a water wagon on the site of the work and he shall be required to use same during demolition operations in order to keep the dust nuisance to a minimum.
- i) All streets used as haul roads shall be swept with a mechanical sweeper at least twice each month unless otherwise directed by the Town.
- j) The Contractor shall at all times provide adequate freeboard and operate his trucks in such a manner that spillage does not occur on Town streets.
- k) If, in the opinion of the Authority, the Contractor is not taking the necessary precautions to prevent spillage or tracking, the Town will order the Contractor to provide a mechanically powered broom to be on the project full-time and at no additional cost to the Authority. If the Contractor does not comply, the Authority will hire a mechanically powered sweeper at the Contractor's expense.

No separate compensation for any of the above described work or materials will be allowed, it being agreed and understood that payment for the above described work and materials shall be included in the prices bid for the items of work in the Schedule of Prices in Bid for Unit Price Contracts.

xxii) ACCIDENT PREVENTION

- a) This project is subject to the Safety and Health regulation of the U.S. Department of Labor set forth in 29 CFR Part 1926, and to the Massachusetts Department of Labor and Industries, Division of Industrial Safety "Rules and Regulations for the Prevention of Accidents in Construction Operations (Industrial Bulletin No. 12)." Contractors shall be familiar with the requirements of these regulations.

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- b) The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the Owner's Representative may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable local laws.
- c) The Contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the Local Public Agency with reports concerning these matters.
- d) The Contractor shall indemnify and save harmless the Town from any claims for damages resulting from personal injury and/or death and any claims for damages to property suffered or alleged to have been suffered by any person or party as a result of any work conducted under this Contract.
- e) It shall be the obligation of the Contractor to provide adequate rodent control. The plans and methods for which must receive prior written approval from the Board of Health in the Town of Weymouth.

xxiii) SANITARY FACILITIES

The Contractor shall furnish, install, and maintain ample sanitary facilities for the workmen. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the sanitary codes of the State and Local governments. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

xxiv) USE OF PREMISES

- a) The Contractor shall confine his equipment, storage of materials, and demolition and site clearance operations as prescribed by ordinances or permits, or as may be directed by the Town, and shall not unreasonably encumber the site or public rights of way with his materials and construction equipment.
- b) The Contractor shall comply with all reasonable instructions of the Town and the ordinances and codes of the Local Government, regarding signs, advertising, traffic, fires, explosives, danger signals, barricades, fire prevention and air pollution.
- c) The Contractor shall not conduct sales from the project site nor maintain stores on the project site for the purpose of selling.
- d) No person not on the Contractor's or approved subcontractor's payroll, may be allowed on the site or engage in work covered by the Contract. Such persons will be considered to be "trespassing" unless their presence has been approved by the Town.
- e) The Contractor shall be responsible for maintaining and having available at the site all types of water hose lines necessary to wet down all demolished materials and debris to prevent any dust condition or

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related health problems.

xxv) REMOVAL OF DEBRIS, CLEANING, ETC.

- a) The Contractor shall periodically, or as directed during the progress of the demolition work, remove and legally dispose of all material resulting from demolition activities or deposited on the site by others during the durations of the Contract, rubbish and debris, and keep the project area and public rights of way reasonably clear. Upon completion of the work, he shall remove all temporary construction facilities, debris and unused materials provided for the work, and put the whole site of the work and public rights of way in a neat and clean condition. Trash burning on the site will not be permitted.
- b) For additional requirements regarding cleaning of public rights of way and easements see Article 36, CLEANING UP under SECTION 00700, SUPPLEMENTAL CONDITIONS.

xxvi) INSPECTION

- a) All materials and workmanship shall be subject to inspection, examination, or test by the Town and the Owner's Representative at any and all times during manufacture or construction and at any and all places where such manufacture or construction is carried on. The Owner's Representative shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge therefore. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the Town may by Contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any moneys which may be due the Contractor, without prejudice to any other rights or remedies of the Town.
- b) The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. (See Article 17, titled SAMPLES, CERTIFICATES AND TESTS, under these GENERAL CONDITIONS.) All tests by the Town will be performed in such manner as not to delay the work unnecessarily and shall be made as described in the Construction Specifications.
- c) The Contractor shall notify the Owner's Representative sufficiently in advance of backfilling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the Owner's Representative, the Contractor shall uncover for inspection and recover such facilities all at his own expense, when so requested by the Owner's Representative or the Town.

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- d) Should it be considered necessary or advisable by the Town at any time before final acceptance of the entire work to make an examination of work already completed, by uncovering the same, the Contractor shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any important or essential respect due to fault of the Contractor or his subcontractors, he shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, plus 15 percent of such costs to cover superintendence, general expenses and profit, shall be allowed the Contractor and he shall, in addition, if completion of the work of the entire Contract has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.
- e) Inspection of materials and appurtenances to be incorporated in the Improvements embraced in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the Construction Specifications, shall be final, except as regards (1) latent defects, (2) departures from specific requirements of the Contract, (3) damages or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the Project Site.
- f) Neither inspection, testing, approval, nor acceptance of the work, in whole or in part, by the Town or its agents shall relieve the Contractor or his sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract.

xxvii) REVIEW BY LOCAL PUBLIC AGENCY

The Town, its authorized representatives and agents shall, at all times have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices and other relevant data and records pertaining to this Contract.

ii) FINAL INSPECTION

When the Improvements embraced in this Contract are substantially completed, the Contractor shall notify the Town and the Owner's Representative in writing that the work will be ready for final inspection on a definite date which shall be stated in the notice. The notice will be given at least ten (10) days prior to the date stated for final inspection, and bear the signed concurrence of the representative of the Owner's Representative having charge of inspection. If the Owner's Representative determines that the status of the Improvements is as represented, he will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon thereafter as is practicable. The inspection shall include representatives of the Town, the Owner's Representative and the Contractor.

iii) DEDUCTION FOR UNCORRECTED WORK

If the Local Public Agency deems it not expedient to require the Contractor to correct work not done in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made by agreement between the Contractor and the Local Public Agency and subject to settlement, in case of dispute, as herein provided under Article 14 of these GENERAL CONDITIONS

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32. MISCELLANEOUS LEGAL REQUIREMENTS

- c. The Contractor, if a foreign corporation, shall comply with the provisions, insofar as they apply, of Chapter 181 of the General Laws of 1920, and amendments thereof, relating to the appointment of the Commissioner of Corporations as his attorney upon whom all lawful processes or proceedings may be served, and shall, as required by said Chapter, file with the Commissioner of Corporations duly authenticated copies of the power of attorney and of his charter, articles or certificate of incorporation.
- b. The Contractor shall keep himself informed fully of all laws of the Commonwealth, and of the United States of America, and of all municipal laws and ordinances in any manner affecting the work of this Contract, and of all orders or decrees of any body or tribunal having any jurisdiction or authority in any manner affecting said work and shall be responsible for a strict compliance therewith. If any clause of this Contract does not conform to any such law, such clause shall be void insofar as it conflicts with such law and such law operative in lieu thereof.
- c. Nothing shall be construed as a waiver of any provision of this Contract except a writing which names specifically the provision, states the extent to which it is waived, and is signed by the party making the waiver.
- d. Each and every provision of law and clause required by law to be inserted in this Contract should be, is, and is deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall immediately be amended physically to make such insertion.
- e. If any provision herein shall be such as to destroy the mutuality of this Contract or to render it invalid or illegal, then if said provision shall not appear to have been so material that without it the Contract would not have been made by the parties, it shall not be deemed to form part thereof, but the balance of the Contract shall remain in full force and effect.

33. PATENTS

The Contractor shall hold and save the Town, its officers and employees, harmless from liability of any nature or kind, including costs and expenses, for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the Town, unless otherwise specifically stipulated in the Construction Specifications.

34. WARRANTY OF TITLE

No material, supplies, or equipment for the work shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies and equipment installed or incorporated in the work and upon completion of all work shall deliver the same together with all improvements and appurtenances constructed or placed thereon by him to the Town free from any claims, liens, or charges. Neither the Contractor nor any person, firm or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appurtenance thereon. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the Contractor

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for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of the Town. The provisions of this paragraph shall be inserted in all subcontracts and material Contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal Contract is entered into for such materials.

35. GENERAL GUARANTY

The Contractor guarantees that the work and services to be performed under the Contract, and all workmanship, materials and equipment performed, furnished, used or installed in the construction of the same, shall be free from defects and flaws, and shall be performed and furnished in strict accordance with all requirements and provisions of Contract Documents, that the strength of all parts of all manufactured equipment shall be adequate and as specified and that the performance test requirements of the Contract shall be fulfilled. This guarantee shall be for a period of one year from and after the date of final acceptance of the work.

If, at any time within the said period of guarantee, any part of the work requires repairing, correction or replacement, the Owner may notify the Contractor in writing to make the required repairs, correction, or replacements. If the Contractor neglects to commence making such repairs, corrections, or replacement to the satisfaction of the Owner within three (3) days from the date of receipt of such notice, or having commenced fails to prosecute such work with diligence, and all direct and indirect costs of making said repairs, correction or replacements, including compensation for additional professional services, shall be paid by the Contractor.

36. CONTRACTOR TO MAKE OWN EXAMINATION

- c. Plans, calculations, estimates of quantities and any statements made in the Instructions for Bidders or otherwise as to the conditions under which the work is to be performed are not guaranteed by the Town to be correct or to be a complete representation of all existing data on conditions affecting the work, and the Contractor agrees that he has made his own examination and will make no claim for damages on account of any errors, inaccuracies or omissions that may be found.
- b. The Contractor shall not take any advantage or have any claim for damages on account of any discrepancy, error or omission in any calculations, estimates of quantities, or any statement made in the Instructions To Bidders or otherwise as to the conditions under which the work is to be performed, and he shall report such discrepancy, error or omission to the Owner's Representative in writing as soon as it comes to his knowledge, and before proceeding with work related to such discrepancy, error or omission. Any correction or modification of the specifications may be made by the Authority when necessary, in their opinion, for the proper fulfillment of their purpose or for their proper interpretation.

37. RISK OF LOSS

The Town assumes no responsibility for the condition of existing structures and other property in the project area nor for their continuance in the condition existing at the time of issuance of the Invitation to Bids, or thereafter. No adjustment of Contract price or allowance for any change in condition which may occur after the Invitation for Bids has been issued, will be made

38. REMOVAL AND SALVAGE OF EXISTING SITE ITEMS

Upon receipt by the Contractor of a *Notice to Proceed* with the work, all rights, title, and interest of the Town in and to property to be demolished and/or removed by the Contractor on said site

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as described in such *Notice to Proceed* shall be deemed to be vested in the Contractor, subject to all provisions of the Contract and the following:

- 1) No right, title, property or interest of any kind whatsoever in or to the land or premises is created, assigned, conveyed, granted or transferred to the Contractor, or any other person or persons, except only the license and right of the Contractor to enter upon such land and premises to remove such buildings and structures in strict accordance with the Contract.
- 2) Only such property may be salvaged by the Contractor as is owned by the Town and in the event of any doubt respecting the ownership of any particular property, the Contractor shall request from the Town a written statement respecting its ownership.
- 3) All salvageable material becomes the property of the Contractor and shall be removed promptly and taken from the demolition area, unless otherwise noted in the Contract drawings and specifications. Storage of any salvage or related equipment or material on the demolition site or area shall not be permitted, unless otherwise noted on the Contract drawings and specifications. The Contractor shall not store, advertise for or conduct sale of salvage material on the demolition site or any land area owned by the Town.
- 4) Personal property of their persons or of former owners or occupants of buildings on the site shall not become the property of the Contractor.
- 5) In the event that the Town terminates the Contractor's right to proceed in accordance with paragraph 12. TERMINATION, DELAYS AND LIQUIDATED DAMAGES, or for failure to comply with the Federal Labor Standards Provisions under General Conditions, all rights and all title in and to material and property transferred by this section and remaining on the site, shall revert to and vest in the Town without prejudice to any claim which the Town may have against the Contractor arising from the Contractor's default.
- 6) Materials left on site after acceptance of the work by the Town shall be deemed to have been abandoned by the Contractor to the Town, and title thereto shall thereupon revert to and vest in the Town, without prejudice however to any claim which the Town may have against the Contractor arising from the action of the Contractor in so leaving such materials on the site.
- 7) If the Construction Specifications provide that the Contractor may elect to remove abandoned underground utilities with title thereto being vested in the Contractor, he shall, within ten days after the award of the Contract, notify the Town of his election to remove such property. If any such property is not removed within the time stipulated for completion of that portion of the work within which it lies, or any extension thereof, title of such property not removed shall revert to the Town.

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39. LIVE UTILITIES AND OTHER PROPERTIES

- a. The Contractor shall assume all responsibility for damage attributable to him to any property upon, or passing through the project area, but excluded from the work or not owned by the Town, such as utility lines, surface improvements, or like items.
- b. If disconnections of underground utility services are required to be made in public thoroughfares, the Contractor shall comply with all local requirements and regulations respecting the barricading of streets, the removal and restoration of pavements, and other pertinent matters.

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**CERTIFICATION BY SUBCONTRACTOR REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

GENERAL

In accordance with Executive Order 11246 (30 F.R. 12319-25), the implementing rules and regulations thereof, and orders of the Secretary of Labor, a Certification regarding Equal Opportunity is required of bidders or prospective Contractors and their proposed subcontractors prior to the award of Contracts or subcontracts.

SUBCONTRACTOR CERTIFICATION

Subcontractor's Name: _____

Address: _____

Internal Revenue Service Employer Identification Number: _____

1. Participation in a previous Contract or subcontract.

c. Subcontractor has participated in a previous Contract or subcontract subject to the Equal Opportunity Clause. Yes
No

b. Compliance reports were required to be filed in connection with such Contract or subcontract. Yes
No

c. Subcontractor has filed all compliance reports required by Executive Order 10925, 11114 or by regulations of the Equal Employment Opportunity Commission issued pursuant to Title VI of the Civil Rights Act of 1964. Yes
No

d. If answer to item is "No", please explain in detail on reverse side of this certification.

2. Dollar amount of proposed base bid: \$ _____

3. Anticipated performance period: _____ days

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4. Expected total number of employees who will perform proposed construction: _____

5. Race or ethnic group designation of subcontractor. Enter race or ethnic group in the appropriate box:

- | | | |
|---|--|---|
| <input type="checkbox"/> Black | <input type="checkbox"/> Hispanic | <input type="checkbox"/> Asian |
| <input type="checkbox"/> Pacific Islander | <input type="checkbox"/> American Indian | <input type="checkbox"/> Alaskan Native |
| <input type="checkbox"/> White Non-Hispanic | | |

REMARKS:

Certification - The information above is true and complete to the best of my knowledge and belief.

Name and Title of Signer (please type)

Signature

Date

NOTE: The penalty for making false statements in offers is prescribed in 13 U.S.C. 1001.

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CONTRACTOR’S CERTIFICATION

A Contractor will not be eligible for award of Contract unless such Contractor has submitted the following certification, which is deemed a part of the resulting Contract:

_____ certifies that:
Contractor

it intends to use the following listed construction trades in the work under the Contract

_____ ; and

will comply with the minority manpower ratio and specific affirmative action steps contained herein; and

will obtain from each of its Subcontractors and submit to the Contracting or administering agency prior to the award of any subcontract under this Contract the Subcontractor Certification required by these bid conditions.

(Signature of authorized representative of Contractor)

Date

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SUBCONTRACTOR’S CERTIFICATION

The Subcontractor certifies that he has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting employees and Contractors, and withholding and remitting of child support.

The Subcontractor also certifies that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph, the word “person” shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

The Subcontractor hereby acknowledges that he has read and understands his obligation to comply with applicable laws and regulations pertaining to equal employment opportunity, anti-discrimination and affirmative action, including those contained herein, but not limited to and without limitation, executive orders and rules and regulations of Federal, State and local agencies of competent jurisdiction.

Signature of Subcontractor _____

By _____

Title _____

Date _____

(SEAL)

Official Address (including ZIP CODE):

Tel. No. _____

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NONCOLLUSION AFFIDAVIT OF SUBCONTRACTOR

State of _____)

County of _____)

_____, being first duly sworn, deposes and says that:

1. He is (owner, partner, officer, representative, or agent) of _____, hereinafter referred to as the "Subcontractor;"
2. He is fully informed respecting the preparation and contents of the subcontractor's Proposal submitted by the subcontractor to _____, the Contractor for certain work in connection with the _____ Contract pertaining to Weymouth , **LOVELL FIELD PEDESTRIAN BRIDGE PROJECT (BID# IFB-2024-PLANNING-0020)**, in Weymouth, Massachusetts.
3. Such subcontractor's Proposal is genuine and is not a collusive or sham Proposal:
4. Neither the subcontractor nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Proposal in connection with such Contract, or to refrain from submitting a Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm, or person, to fix the price or prices in said subcontractor's Proposal, or to fix any overhead, profit or cost element of the price or prices in said subcontractor's Proposal, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against Weymouth or any person interested in the proposed Contract; and
5. The price or prices quoted in the subcontractor's Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

_____(Signed)
Title

Subscribed and sworn to before me this _____ day of _____, 20 ____.

(Signed) Title

(SEAL)

My commission expires _____, 20 ____.

END OF SECTION

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GENERAL CONDITIONS PART II

(NON-FEDERAL LABOR-STANDARDS PROVISIONS)

1. GENERAL PROVISIONS

The following Non-Federal Labor-Standards Provisions, including the following provisions concerning maximum hours of work, minimum rates of pay, and overtime compensation, with respect to the categories and classifications of employees hereinafter mentioned are included in this Contract pursuant to the requirements of applicable State or local laws, but the inclusion of such provisions shall not be construed to relieve the Contractor or any subcontractor from the pertinent requirements of any corresponding Federal Labor-Standards Provisions of this Contract. In case the minimum rates of pay set forth below shall be higher than the minimum rates of pay required by or set forth in the Federal Labor-Standards Provisions of this Contract for corresponding classifications, the minimum rates of pay set forth below shall be deemed, for the purpose of this Contract, to be the applicable minimum rates of pay for such classifications. The limitations, if any, in these Non-Federal Labor-Standards Provisions upon the hours per day, per week or per month which employees engaged on the work covered by this Contract may be required or permitted to work thereon shall not be exceeded.

2. COMPLIANCE WITH LAWS

The Contractor shall keep himself fully informed of all existing and future State and National laws and municipal ordinances and regulations in any manner affecting those engaged or employed in the work, the materials used in the work, or the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the Contract Documents for this work, in relation to any such law, ordinance, regulation, order or decree, he shall forthwith report the same to the Owner in writing. He shall at all times himself observe and comply with, and cause all his agents and employees to observe and comply with, all such existing and future laws, ordinances, regulations, orders and decrees; and he shall protect and indemnify the Owner, its officers, and agents, against any claim or liability arising from or based upon violation of any such law, ordinance, regulation, order, or decree; whether by himself or his employees.

3. EXCERPTS FROM MASSACHUSETTS STATUTES CHAPTER 30 & CHAPTER 149

In addition to the requirements as set forth under "Compliance with Laws," above, particular attention is directed to certain stipulations of Chapters 30 and 149 of the General Laws of Massachusetts, Tercentenary Edition, and Amendments thereto, as follows:

CHAPTER 30

Section 39

- c. The awarding authority may order the general contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as it may determine to be appropriate for the convenience of the awarding authority; provided however, that if there is a suspension,

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delay or interruption for fifteen days or more or due to a failure of the awarding authority to act within the time specified in this contract, the awarding authority shall make an adjustment in the contract price for any increase in the cost of performance of this contract but shall not include any profit to the general contractor on such increase; and provided further, that the awarding authority shall not make any adjustment in the contract price under this provision for any suspension, delay, interruption or failure to act to the extent that such is due to any cause for which this contract provides for an equitable adjustment of the contract price under any other contract provisions.

- b. The general contractor must submit the amount of a claim under provision (a) to the awarding authority in writing as soon as practicable after the end of the suspension, delay, interruption or failure to act and, in any event, not later than the date of final payment under this contract and, except for costs due to suspension order, the awarding authority shall not approve any costs in the claim incurred more than twenty days before the general contractor notified the awarding authority in writing of the act or failure to act involved in the claim.

CHAPTER 149

Section 25

"Every employee in public work shall lodge, board and trade where and with whom he elects, and no person or his agents or employees under contract with the Commonwealth, a county, city or town, or with a department, board, commission or officer acting therefore, for the doing of public work shall directly or indirectly require, as a condition of employment therein, that the employee shall lodge, board or trade at a particular place or with a particular person. This section shall be made a part of the contract for such employment."

Section 26

"In the employment of mechanics and apprentices, teamsters, chauffeurs and laborers in the construction of public works by the commonwealth, or by a county, town or district, or by persons contracting or subcontracting for such works, preference shall first be given to citizens of the Commonwealth who have been residents of the Commonwealth for at least six months at the commencement of their employment, who are veterans as defined in Clause forty-three of Section Seven of Chapter Four, and who are qualified to perform the work to which the employment relates; and secondly, to citizens of the Commonwealth generally who have been residents of the Commonwealth for at least six months at the commencement of their employment, and if they cannot be obtained in sufficient numbers, then to citizens of the United States, and every contract for such work shall contain a provision to this effect..

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Section 27B

"Every contractor, subcontractor or public body engaged in said public works to which sections twenty-seven and twenty-seven A apply shall keep a true and accurate record of all mechanics and apprentices, teamsters, chauffeurs and laborers employed thereon, showing the name, address and occupational classification of each such employee on said works, and the hours worked by, and the wages paid to, each such employee, and shall furnish to the commissioner, upon his request, a copy of said record, signed by the employer or his authorized agent under the penalties of perjury. Such records shall be open to inspection by any authorized representative of the department at any reasonable time, and as often as may be necessary. Every contractor and subcontractor required to keep such a record shall submit a copy of said record to the awarding authority on a weekly basis..."

Section 34

"Every contract, except for the purchase of material or supplies, involving the employment of laborers, workmen, mechanics, foremen or inspectors, to which the commonwealth or any county or any town, subject to Section 30, is a party, shall contain a stipulation that no laborer, workman, mechanic, foreman, or inspector working within the Commonwealth, in the employ of the Contractor, subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by the contract, shall be required or permitted to work more than eight hours in any one day or more than forty-eight hours in any one week, or more than six days in any one week, except in cases of extraordinary emergency, or, in case any town subject to Section 31 is a party to such a contract, more than eight hours in any one day, except as aforesaid..."

Section 34A

"Every contract for the construction, alteration, maintenance, repair or demolition of, or addition to, any public building or other public works for the Commonwealth or any political subdivisions thereof shall contain stipulations requiring that the contractor shall, before commencing performance of such contract, provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 to all persons to be employed under the contract, and that the contractor shall continue such insurance in full force and effect during the terms of the contract. No officer or agent contracting in behalf of the Commonwealth or any political subdivision thereof shall award such a contract until he has been furnished with sufficient proof of compliance with the aforesaid stipulations. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of the contract and shall operate as an immediate termination thereof. No cancellation of such insurance, whether by the insurer or by the insured, shall be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the officer or agent who awarded the contract at least 15 days prior to the intended effective date thereof, which date shall be expressed in said notice. Notice of cancellation sent by the party proposing cancellation by registered mail, postage prepaid, with a return receipt of the addressee requested, shall be a sufficient notice..."

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4. AFFIRMATIVE ACTION CLAUSE FOR CONSTRUCTION PROJECTS - EQUAL EMPLOYMENT OPPORTUNITY

4.1 Scope of Contractor's obligations with respect to equal employment.

- i. The Contractor and all subcontractors (hereinafter collectively referred to as the Contractor) agree not only to comply with Federal and State prohibitions against discrimination on account of race, color, creed, sex, age and national origin but also to operate generally in a positive manner so as to ensure equal employment opportunities for minority persons in each facet of the Contractor's training, promotions, transfers, compensation, termination and all other conditions and privileges of employment. (The term "minority persons" or "minority employees" as used herein refers to Asian-Americans, African-Americans, Spanish-Surnamed Americans, North American Indians and Cape Verdeans.)
- ii. In the event that the Contractor's participation in a multi-employer construction industry equal employment opportunity plan does not produce substantial compliance with the terms of this contract, as determined by the Massachusetts Commission Against Discrimination, the Contractor shall not be relieved of the obligations set forth herein; rather, the obligation shall survive and it shall be incumbent upon the Contractor to achieve compliance with these terms in a reasonable manner, as defined by the Commission.

4.2 Contractor's obligations with respect to his Equal Employment Opportunity Program.

- i. The Contractor in satisfaction of his obligations as defined in the preceding paragraph, agrees to make every good faith effort, with respect to each of the job categories, classifications, and trade unions utilized in connection with the performance of this contract, to secure and maintain a level of minority employees which is at least proportionate generally to the percentage of minority persons residing within the Project Area, as determined by the Massachusetts Commission Against Discrimination. With respect to the categories of (a) advanced trainees, (b) trainees, and (c) apprentices, this obligation may be met by the Contractor's good faith participation in a bona fide multi-employer construction industry equal employment opportunity program which has been approved by the Massachusetts Commission Against Discrimination.
- ii. In addition, the Contractor shall make a good faith effort to employ minority journeymen in all other job categories including, but not limited to, those workmen employed to perform the eighteen (18) "Classes of Work" enumerated in Section 44(c), Ch. 149, Massachusetts General Laws. Such journeymen shall be secured from sources including but not limited to, the following: (a) on-site hiring, (b) referral by minority manpower organizations, (c) the traditional referral methods utilized in the construction industry (e.g., union hall referrals).

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4.3 Massachusetts Commission Against Discrimination.

- i. The Massachusetts Commission Against Discrimination (hereinafter referred to as the COMMISSION) shall have primary responsibility for monitoring, regulating and otherwise securing the Contractor's compliance with the terms of this contract pertaining to equal employment opportunities. The Contractor shall provide all information and reports required by the Town of Weymouth (hereinafter referred to as the Owner) and/or the COMMISSION on orders or instructions issued by either. The Contractor shall permit the Owner and the COMMISSION access to its facilities and its books, records, accounts, and other sources of information as requested by either the Owner or the COMMISSION. Where the information required to be furnished is not in the possession or known to the Contractor, but is in the exclusive possession of any other person or party who, upon request of the Contractor, fails or refuses to furnish it, the Contractor shall so certify to the Owner and the COMMISSION and shall set forth what efforts have been made to obtain the information.
- ii. Whenever this Owner or the COMMISSION has reason to believe the Contractor is not operating in good faith compliance with the terms of the preceding paragraphs (4.1 through 4.2) the COMMISSION may conduct an appropriate investigation, and at its discretion may confer with the parties, to determine whether or not the Contractor is operating in good faith compliance with the referenced provisions; after a determination of non-compliance, the COMMISSION may issue a directive requiring the Contractor to take such additional corrective and affirmative action as in the judgment of the COMMISSION will effectuate the purposes of these equal opportunity provisions. In the event such a directive is issued and the Contractor fails or refuses to fully comply, the COMMISSION may recommend to the Owner, and the Owner may impose one or more of the following sanctions:
 - a) The suspension of any payment or part thereof, due under the contract until which time as the Contractor is able to demonstrate, to the satisfaction of the COMMISSION, his compliance with its directive.
 - b) The termination, cancellation, or suspension of the contract, in whole or in part, until which time as the Contractor is able to demonstrate, to the satisfaction of the COMMISSION his compliance with its directive.
 - c) The denial of whatever rights the Contractor may have to participate in any future contracts awarded by the Owner until which time as the Contractor is able to demonstrate, to the satisfaction of the COMMISSION, his compliance with its directive.
 - d) The recovery by the Owner from the Contractor of a sum equal to 1/10 of 1% of the contract award price or \$1,000, whichever is greater, in the nature of liquidated damages, for each week that such party in the opinion of the COMMISSION fails or refuses to comply with the COMMISSION'S directive; provided, however, no such damages shall be imposed with regard to the ten calendar days immediately following the issuance of the COMMISSION'S directive.

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4.4 Criteria for Measuring "Good Faith."

- i. The Contractor, pursuant to the provisions of this contract will be given an opportunity to demonstrate that he has made every good faith effort to meet the goal (the Owner has been authorized by the COMMISSION to permit the Contractor to maintain records reflecting racial data and information) set forth in Paragraph 4-2. If he fails to meet this goal, a determination of "good faith" will be based upon his efforts with respect to, among other factors, the following activities and considerations.
 - a) The number of minority persons employed by him in each of the job categories, classifications and trades utilized in connection with his performance of this Contract. The Contractor should be able to show by competent evidence.
 - 1) That he has contacted the Chairman of the COMMISSION in writing requesting the identities of organizations or other sources in the minority communities which may be available to assist the Contractor in satisfying his obligation of securing appropriate minority personnel.
 - 2) That within a reasonable time after receipt of the information referred to in the preceding subparagraph, he has notified those organizations and other sources, in writing, informing them of the availability of employment, the compensation offered, job qualifications, when to submit applications, and whatever other information may be necessary to secure such employment.
 - 3) That all minority persons who contact the Contractor seeking employment of any type are requested to fill out an application and that these applications are maintained together with a record of the applicant's name, address, telephone number and minority status.
 - 4) The disposition of each minority person's application, including a statement as to whether or not the applicant was referred to a union or union hall, the union should be identified in the records and a record made of the date of the referral back to the Contractor by the union. If the applicant was not employed by the Contractor, the Contractor's records should document this and the reasons thereof.
 - b) Whenever the Contractor has reason to believe that any union or employee referral source, with whom the Contractor has an agreement, is unwilling, unable or has not referred minority persons, he should promptly notify the COMMISSION in writing with copies to the Owner.
 - c) The Contractor should maintain records on a weekly basis sufficient to reflect the number of minority persons employed in each of the job categories, classifications, and the trade unions utilized by him in connection with his performance of this contract; such records should be retained by the Contractor until the issuance of the certificate for final acceptance.

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PROVISIONS TO BE INCLUDED
IN CONTRACT DOCUMENTS
PURSUANT TO GENERAL LAWS
CH. 30,
AS AMENDED BY ST. 1972, CH. 774

5. PAYMENTS TO GENERAL CONTRACTORS AND SUBCONTRACTORS

All payment requests shall be made for the FY24 Lovell Field Pedestrian Bridge Project and all provisions outlined herein for payment of said requests shall apply. The following portions of Section 39F of Chapter 30 of Massachusetts General Laws, as amended, are contained herein and shall be binding between the general contractor and each subcontractor:

- c. Forthwith after the general contractor receives payment on account of a periodic estimate, the general contractor shall pay to each subcontractor the amount paid for the labor performed and the materials furnished by that subcontractor, less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the general contractor.
- b. Not later than the sixty-fifth day after each subcontractor substantially completes his work in accordance with the plans and specifications, the entire balance due under the subcontract less amounts retained by the awarding authority as the estimated cost of completing the incomplete and unsatisfactory items of work, shall be due the subcontractor; and the awarding authority shall pay that amount to the general contractor. The general contractor shall forthwith pay to the subcontractor the full amount received from the awarding authority less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the general contractor.
- c. Each payment made by the awarding authority to the general contractor pursuant to subparagraphs (a) and (b) of this paragraph for the labor performed and the materials furnished by a subcontractor shall be made to the general contractor for the account of that subcontractor; and the awarding authority shall take reasonable steps to compel the general contractor to make each such payment to each such subcontractor. If the awarding authority has received a demand for direct payment from a subcontractor for any amount which has already been included in a payment to the general contractor or which is to be included in a payment to the general contractor for payment to the subcontractor as provided in subparagraphs (a) and (b), the awarding authority shall act upon the demand as provided in this section.
- d. If, within seventy days after the subcontractor has substantially completed the subcontract work, the subcontractor has not received from the general contractor the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor, less any amount retained by the awarding authority as the estimated cost of completing the incomplete and unsatisfactory items of work, the subcontractor may demand direct payment of that balance from the awarding authority. The demand shall be by a sworn statement delivered to or sent by certified mail to the awarding authority, and a copy shall be delivered to or sent by certified mail to the general contractor at the same time. The demand shall contain a detailed breakdown of the balance

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due under the subcontract and also a statement of the status of completion of the subcontract work. Any demand made after substantial completion of the subcontract work shall be valid even if delivered or mailed prior to the seventieth day after the subcontractor has substantially completed the subcontract work. Within ten days after the subcontractor has delivered or so mailed the demand to the awarding authority and delivered or so mailed a copy to the general contractor, the general contractor may reply to the demand. The reply shall be by a sworn statement delivered to or sent by certified mail to the awarding authority and a copy shall be delivered to or sent by certified mail to the subcontractor at the same time. The reply shall contain a detailed breakdown of the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor and of the amount due for each claim made by the general contractor against the subcontractor.

- e. Within fifteen days after receipt of the demand by the awarding authority, but in no event prior to the seventieth day after substantial completion of the subcontract work, the awarding authority shall make direct payment to the subcontractor of the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor, less any amount (i) retained by the awarding authority as the estimated cost of completing the incomplete or unsatisfactory items of work, (ii) specified in any court proceedings barring such payment, or (iii) disputed by the general contractor in the sworn reply; provided, that the awarding authority shall not deduct from a direct payment any amount as provided in part (iii) if the reply is not sworn to, or for which the sworn reply does not contain the detailed breakdown required by subparagraph (d). The awarding authority shall make further direct payments to the subcontractor forthwith after the removal of the basis for deductions from direct payments made as provided in parts (i) and (ii) of this subparagraph.
- f. The awarding authority shall forthwith deposit the amount deducted from a direct payment as provided in part (iii) of subparagraph (e) in an interest-bearing joint account in the names of the general contractor and the subcontractor in a bank in Massachusetts selected by the awarding authority or agreed upon by the general contractor and the subcontractor and shall notify the general contractor and the subcontractor of the date of the deposit and the bank receiving the deposit. The bank shall pay the amount in the account, including accrued interest, as provided in an agreement between the general contractor and the subcontractor or as determined by decree of a court of competent jurisdiction.
- g. All direct payments and all deductions from demands for direct payments deposited in an interest-bearing account or accounts in a bank pursuant to subparagraph (f) shall be made out of amounts payable to the general contractor at the time of receipt of a demand for direct payment from a subcontractor and out of amounts which later become payable to the general contractor and in the order of receipt of such demands from subcontractors. All direct payments shall discharge the obligation of the awarding authority to the general contractor to the extent of such payment.
- h. The awarding authority shall deduct from payments to a general contractor amounts which, together with the deposits in interest-bearing accounts pursuant to subparagraph (f), are sufficient to satisfy all unpaid balances of demands for direct payment received from subcontractors. All such amounts shall be earmarked for such direct payments, and the subcontractors shall have a right in such deductions prior to any claims against such amounts by creditors of the general contractor.

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6. SITE CONDITIONS

The following portion of Section 39N of Chapter 30 of Massachusetts General Laws, as amended, is contained herein:

If, during the progress of the work, the Contractor or the Awarding Authority discovers that the actual subsurface or latent physical conditions encountered at the site differ substantially or materially from those shown on the plans or indicated in the contract documents either the contractor or the contracting authority may request an equitable adjustment in the contract price of the contract applying to work affected by the differing site conditions. A request for such an adjustment shall be in writing and shall be delivered by the party making such claim to the other party as soon as possible after such conditions are discovered. Upon receipt of such a claim from a contractor, or upon its own initiative, the contracting authority shall make an investigation of such physical conditions, and, if they differ substantially or materially from those shown on the plans or indicated in the contract documents or from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the plans and contract documents and are of such a nature as to cause an increase or decrease in the cost of performance of the work or a change in the construction methods required for the performance of the work which results in an increase or decrease in the cost of the work, the contracting authority shall make an equitable adjustment in the contract price and the contract shall be modified in writing accordingly.

7. MINIMUM WAGE RATES

Massachusetts Wage Rates as established pursuant to the provisions of M.G.L., c. 149, § 26-27G apply to this project. The Massachusetts Wage Determination is attached to these specifications. It is the responsibility of the Contractor, before bid opening, to request, if necessary, any additional information on Massachusetts Wage Rates for those tradespeople who are not covered by the applicable Massachusetts Wage Decision, but who may be employed for the proposed work under this contract.

8. OSHA TRAINING

The following excerpt of Section 39M of Chapter 30 Massachusetts General Laws, as amended is contained herein:

The term “lowest responsible and eligible bidder” shall mean the bidder: (3) who shall certify that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.

END OF SECTION

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SUPPLEMENTAL CONDITIONS

1. SITE

The Project Area is an area between Lovell Field and Commercial Street at the MBTA Commuter Rail Station parking lot entrance. Improvements include procurement and installation of a prefabricated pedestrian bridge, construction of the structural supports and foundations and new walkways connecting the playing field and the MBTA parking lot to the pedestrian bridge.

2. MATERIALS AND WORKMANSHIP

Unless otherwise specified in the CONSTRUCTION SPECIFICATIONS for this Contract, all materials, workmanship, methods, practices, etc., shall conform to the requirements of the Massachusetts Department of Transportation, Standard Specifications for Highways and Bridges, latest Edition, including all amendments and addenda thereto and meet the conditions imposed by the MA DEP and Weymouth Conservation Commission as part of the project.

3. TIME FOR COMPLETION AND SEQUENCE OF WORK

The work which the Contractor is required to perform under the Contract shall be commenced at the time stipulated by the Town of Weymouth in the Notice to Proceed and shall achieve the required completion deadline dates noted below:

Substantial Completion:	July 15, 2025
Final Completion:	December 1, 2025

Except as noted, work shall be performed between the hours of 7:00 AM to 5:00 PM.

The Contractor shall, immediately after the award of the Contract, work out in detail a progress schedule covering all parts of the work, which shall be submitted to the Town of Weymouth and Owner's Representative for approval. The progress schedule shall state the method and shall forecast the dates for carrying out each portion of the work to be done. The work schedule and the order of doing the work shall be approved by the Town of Weymouth or Owner's Representative.

Before beginning any portion of the work, the Contractor shall give the Owner's Representative due notice and ample time for making his necessary preparations. The order of performing the work must be approved by the Town of Weymouth and the work shall be completed in the allotted time, except as otherwise approved by the Town of Weymouth as provided in these Special Conditions.

Prior to preparing a progress schedule, the Contractor shall familiarize himself with the conditions specified under Articles 22 and 35 of these Special Conditions. No extension of time will be allowed by the Town of Weymouth to the Contractor for completing the contract work. (See Article 35 of these Special Conditions.)

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4. LIQUIDATED DAMAGES

As actual damages for any delay in completion of the work which the Contractor is required to perform under this Contract are impossible of determination, the Contractor and his Sureties shall be liable for and shall pay to the Town of Weymouth the sum of five hundred dollars (\$500) per day s fixed, agreed, and liquidated damages for each working day of delay from the above times stipulated for completion of the work, or as modified in accordance with Article 10 CHANGES IN WORK under GENERAL CONDITIONS, PART I, until such work is satisfactorily completed and accepted.

5. RESPONSIBILITY OF CONTRACTOR

Except as otherwise specifically stated in the Contract Documents and Construction Specifications the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, heat, power, transportation, superintendence, temporary construction of every nature, charges, levies, fees or other expenses, and all other services and facilities of every nature whatsoever necessary for the performance of the Contract, and deliver all Improvements embraced in this Contract complete in every respect within the specified time.

6. CONTRACTOR TO PROPERLY ARRANGE HIS FORCES

The Contractor shall so arrange his forces and regulate his operations that, while complying with the provisions of any labor laws applicable to this work, he shall leave his work at the end of working periods in a condition satisfactory to the Town of Weymouth and the Owner's Representative.

7. SUPERINTENDENT, SKILLED LABOR ANDEMPLOYEES

The Contractor shall employ a suitable superintendent and foremen to represent him at all parts of the work and they shall be present at all times while the work entrusted to them is in progress and shall be informed thoroughly regarding it. The foremen, mechanics, and others employed by the Contractor shall be skilled and experienced in the particular work which is given them to do.

The Contractor shall furnish the Town of Weymouth and the Owner's Representative such information relating to the employees upon the work as the Town of Weymouth or the Owner's Representative may from time to time request. If any person employed on the work by the Contractor is insubordinate or appears to the Town of Weymouth or the Owner's Representative to be incompetent, unfaithful or disorderly, he shall be discharged immediately on the demand of the Town of Weymouth and the Owner's Representative and shall not be again employed on the work without the approval of the Town of Weymouth and the Owner's Representative.

8. COOPERATION

The Contractor shall allow the Town of Weymouth, its agents, and other Contractors, and public service corporations, or their agents, to enter upon the work for the purpose of construction, maintaining, repairing, removing, altering, or replacing such pipes, sewers, conduits, manholes, wires, poles or other structures and appliances as are now located or as may be required or permitted at or on the work by the Owner's Representative. The Contractor shall cooperate with all the aforesaid parties and shall allow reasonable

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facilities for the prosecution of any other work of the Town of Weymouth or others to be done in connection with this work. Care shall be taken at all times to inconvenience abutters as little as possible.

Immediately after award of Contract, the Contractor shall contact, in writing, the following named individuals and establish a liaison between his firm and these individuals and/or agencies.

Robert Luongo, Director of Planning & Community Development
Town of Weymouth
(781) 340 -5015
rluongo@weymouth.ma.us

Andrews Hultin,
Conservation Administrator
Town of Weymouth
(781) 340 -5007
ahultin@weymouth.ma.us

Steve Reilly,
Director of Parks and Recreation
Town of Weymouth
(781) 682 -6124
sreilly@weymouth.ma.us

Kenan Connell, Director
Department of Public Works
Town of Weymouth
781-337-5100
kconnell@weymouth.ma.us

John MacLeod, Director
Asset Management and Procurement
Town of Weymouth
781-682-3666
JMacLeod@weymouth.ma.us

Owen MacDonald, Traffic Engineer
Town of Weymouth
(781) 340 -5015
OMacdonald@weymouth.ma.us

9. PUBLICITY

No advertising sign or bills shall be posted on any part of the work. The Town is responsible for furnishing and installing a construction sign for the project.

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10. COMMUNICATIONS

All notices, demands, requests, instructions, approvals, proposals and claims must be in writing.

Any notice to, or demand upon, the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Agreement (or at such other office as the Contractor may from time to time designate in writing to the Town of Weymouth), or if deposited in the United States mail in a sealed postage prepaid envelope addressed to such office, or by electronic mail addressed to the Contractor's designated representative.

All papers required to be delivered to the Town of Weymouth shall, unless otherwise specified in writing to the Contractor, be delivered to the Town of Weymouth Planning Department, 75 Middle Street, 3rd Floor, Weymouth, MA 02189, and any notice or demand upon the Town shall be sufficiently given if so delivered, or if deposited in the United States mail in a sealed, postage prepaid envelope to said Town, or to such other address as the Town may subsequently specify in writing to the Contractor for such purpose, or by electronic mail addressed to the Town's designated representative.

Any such notice shall be deemed to have been given as of the time of actual delivery or (in the case of mailing) when the same should have been received in due course of post, or in the case of electronic mail at the time of actual receipt, as the case may be.

This Article does not apply to decisions given pursuant to Article 15 of these Special Conditions.

11. JOB OFFICES

The Contractor and his subcontractors may maintain such office and storage facilities on the site as are necessary for the required work. These shall be located so as to cause no interference to any work to be performed on the site. The Town shall be consulted with regard to locations.

Shanties or other structures for housing or storage of materials shall be built only if permission is given by the Town, and will then be permitted only at such places as the Town shall approve, and the sanitary conditions on the grounds and in or about such shanties or other structures must at all times be maintained in a manner satisfactory to the Owner's Representative.

Upon completion of the site improvements or as directed by the Owner's Representative, the Contractor shall remove all such temporary structures and facilities from the Project Site, same to become his property, and leave the premises in the condition required by the Contract Documents.

The contractor shall maintain a record of built conditions, developed throughout the progress of construction, and shall store these documents in the office space.

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12. TELEPHONE SERVICE

Contractor will provide a cell phone number that can be used in any emergency related to the project site and construction project. An emergency telephone number shall be furnished in writing to the Weymouth Public Works Department, the Owner's Representative, the local Fire Department and to the local Police Station and all other interested parties for use after hours in the event of any emergency affecting the work of the Contractor.

13. EMERGENCY WORK FORCE

During days when inclement weather prevents scheduled work from being accomplished, or in the event of any emergency resulting from the Contractor's operation, the Contractor shall have available, an emergency work force whose purpose will be to maintain the construction site in a safe, passable condition, including snow removal, and to protect the works from damage, as directed by the Town of Weymouth or the Owner's Representative.

14. NIGHT, SATURDAY, SUNDAY OR HOLIDAY WORK

Except as otherwise noted on the plans, in these special conditions or as may be specified in permits issued by the Town of Weymouth, no night, Sunday or holiday work requiring the presence of an Owner's Representative or an Inspector will be permitted, and then only to such an extent as is absolutely necessary, with the approval of the Owner's Representative.

15. TOWN ORDINANCES

The Contractor shall comply with all ordinances and rules and regulations of the Town affecting the construction in public ways, as well as any permits issued by the Town to the Contractor relating to the work under this Contract.

In case any provision under this Contract imposes requirements consistent with, but in addition to, those provided under any such ordinances, rules and regulations, and permits, such contract provisions shall govern.

The Contractor shall stand the expense involved in complying with the requirements under such permits and licenses.

Disposal of surplus material on private property, within the Weymouth Town limits, will not be permitted unless the property owner has secured a permit from the Town Building Inspector, which allows dumping on the premises.

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16. SHORING OF TRENCHES

The Contractor shall shore and brace all trenches dug to a depth of five (5) feet or more in conformity with the rules and regulations issued by the Massachusetts Department of Labor and Industries pursuant to General Laws, Chapter 149, Section 129A, as amended.

17. USE OF EXPLOSIVES - NOT PERMITTED WITHOUT EXPRESS, WRITTEN PERMISSION OF TOWN OF WEYMOUTH.

18. GATE VALVE OPERATION

During the construction, the operation of all existing gate valves and existing fire hydrants, where necessary, shall be the responsibility of the Town of Weymouth Water Department personnel. The Contractor shall not operate any existing gate valve or existing fire hydrant except in case of emergencies.

19. MEASUREMENT OF QUANTITIES OF WORK

Unless otherwise provided for in the measurement and payment clauses of the Specifications, the method of measurement of the work shall be that determined by the Town or Owner's Representative. In the case of earth excavation and rock excavation, unless otherwise determined by the contractor and approved by the Town or Owner's Representative, the method of measurement of quantities will consist of cross sections measured in the field at intervals determined by the Town or Owner's Representative and computations of volume by the method of average end areas.

In the case of quantities paid for on an area basis, unless otherwise provided for, the area to be paid for shall be actual area; that is, the measurements used in determining the area are to be parallel to the surface in question. For the computation of quantities where geometric methods would be laborious, it is understood and agreed that CADD measurement shall be considered acceptable for the measurement of such quantities.

20. ACCESS TO THE WORKS

The Contractor shall keep open at all times where appropriate pedestrian access to the properties abutting the streets and emergency access by vehicular and pedestrian traffic over, through, or around the works with the maximum safety and practicable convenience to such traffic. This would include the existing sidewalk area on Commercial Street that will connect to the new sidewalk and provides access to the MBTA parking.

The Contractor shall plan his work so that at the end of the working day all open excavations shall be temporarily covered. All excavated material shall be removed from within the limits of streets and sidewalks and stockpiled at a location approved by the Town or the Owner's Representative. Access to abutting property shall be maintained at all times of the day and night.

21. GENERAL PROTECTION

The Contractor shall, at his own expense, protect existing structures and all work completed under this Contract, shall provide watchmen, lights and barriers, and take all other precautions that may be necessary to protect life and all property. The Contractor shall be responsible for all damages resulting from any neglect or failure on his part.

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The Contractor shall furnish and maintain suitable detour signs and fencing during the course of the work as necessary to protect the public or as required by the Owner's Representative, the Police Department, the Fire Department, the Public Works Department, and the Planning Department of the Town of Weymouth and affected abutters.

The Contractor shall protect all fences, trees, shrubbery and the like. No trees or shrubs shall be cut or trimmed other than as described in the plans or otherwise disturbed unless authorized by the Town or the Owner's Representative. Damage to trees and shrubs shall be repaired by an experienced forester. Shrubs or trees which are seriously damaged shall be replaced at a rate of \$250 per caliper inch as listed on the survey, if so ordered by the Town or the Owner's Representative.

The Contractor shall furnish all the necessary labor, materials, and equipment; shall take all necessary precautions; and shall assume the entire cost of handling all water resulting from intense storms or floods which may be encountered at any time during the construction of the work. The manner of providing against any damage to the work during construction from such causes shall be left to the discretion of the Contractor; and the cost of all work to prevent such damage, or to replace work damaged to the satisfaction of the Town or the Owner's Representative, shall be included in the unit prices stated for the various items in the Schedule of Prices in the Bid for Unit Price Contracts

22. MAINTENANCE AND PROTECTION OF TRAFFIC

The Contractor shall conduct his work so as to interfere with traffic as little as possible and shall safeguard all streets and traffic thereon. The construction equipment and materials shall be so placed as not to endanger the work or to obstruct traffic, except as permitted by the Town. Safe and reasonable means of access to and egress from abutting property, private ways and alleys shall be provided by the Contractor.

The Contractor shall be required to furnish all labor, materials and equipment necessary to maintain and protect vehicular and pedestrian traffic within the project area.

It is expected that upon delivery of the prefabricated pedestrian bridge, the access to the work site will require significant routing and traffic control along the public streets, into Lovell Field and potentially the school driveways. Final routing to be proposed will need to be submitted to the Town for review.

The Contractor shall at all times, until final acceptance of the physical work by the Town, 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 work.

The decision for routing traffic through or around the work and provisions for the control of same shall be made by the Police Chief of the Town of Weymouth or his agent. Roads shall be closed to travel only as authorized by the Town of Weymouth Police, Planning, Traffic Engineer, and Public Works Departments, or their agent.

The Contractor shall schedule the temporary closing of roadways to travel only after consultation with the Police Chief, the Fire Chief, the Traffic Engineer, and the Director of the Weymouth Department of Public Works. The temporary closing of any traveled way shall be kept to a minimum.

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All detours and/or closing of streets and public ways shall be reviewed and approved by the Owner's Representative.

The Contractor shall provide and maintain reasonably safe conditions at all times.

Every reasonable effort shall be made to reduce to a minimum, interference with and inconvenience to business concerns and other abutters including the activities at the Pingree Elementary School and Lovell Field activities on account of the construction work.

Excavated material shall be trucked away and returned if the Town or Owner's Representative deems it necessary and practicable as a means for avoiding serious interference with and inconvenience to business concerns and abutters.

When deemed necessary by the Town or the Owner's Representative, the Contractor shall also provide temporary traffic control devices as indicated in the list of pay items for protection of the traveling public and working personnel during construction operations. The Contractor shall be responsible for furnishing, positioning, repositioning, and maintaining all devices for the duration of the work.

In addition to the aforementioned materials, the Contractor shall be required to furnish traffic police when directed by the Town or the Owner's Representative.

No separate compensation for any of the above described work or materials will be allowed except as noted for Traffic Police and temporary traffic control devices as indicated in the list of pay items, it being agreed and understood that payment for the above described work and materials shall be included in the prices bid for the items of work in the Schedule of Prices in the Bid for Unit Price Contracts.

23. PAYMENT FOR TRAFFIC POLICE

In addition to the furnishing of watchmen which the Contractor, under Article 21, GENERAL PROTECTION of these Special Conditions is required to furnish at his own expense, the Contractor shall furnish traffic police if and when required by the Town ordinances and when directed by the Town or the Owner's Representative. The duty of traffic police shall be solely to direct traffic. The Contractor shall pay the amount due directly to the Weymouth Police Department. The cost associated with the payment for Traffic Police shall be paid for under Contract item 999.001 Police Detail.

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24. PRESERVATION OF TREES

No trees shall be cut down or otherwise injured by the Contractor unless so indicated on the plans and after an on-site conference with the Owner's Representative. The Contractor shall protect trees and shall furnish guards or other protective devices if required by the Owner's Representative. Damage to trees shall be repaired by an experienced Massachusetts Licensed Arborist hired by the Contractor. Trees which are removed unnecessarily or seriously damaged shall be replaced.

25. FIRE PROTECTION

The Contractor shall take all necessary precautions to prevent fires adjacent to the work and he shall prohibit the starting of fires within and adjacent to the limits of the work. The Contractor shall not be allowed to burn any trees, stumps and brush within the project site. All such materials shall be removed and disposed of off the site.

26. LINES AND GRADES

The Contractor will be required to provide all survey services necessary for the construction of the proposed improvements. The setting of lines, grades and layout of the various components of the project will be the responsibility of the Contractor, with the Town's Representative's approval. The Contractor shall furnish such personnel and facilities, including labor and materials for performing the layout of the project components, and maintaining said lines and grades, as the Authority's Representative may require.

The actual field survey work shall be performed by a Registered Land Surveyor (registered in the Commonwealth of Massachusetts). Said Registered Land Surveyor shall be present on the job site at all times, unless otherwise permitted by the Town's Representative. Prior to the start of construction, the Contractor shall submit the name, address and registration number of said Registered Land Surveyor to the Authority's Representative in writing.

The Contractor shall set the line and grade for each section of work. It shall be the Contractor's responsibility to maintain the lines and grades throughout the work. If, in the Town's Representative's opinion, the Contractor's forces, including subcontractors, are not taking the necessary precautions for preserving the layout marks, the Town's Representative has the right to direct the Contractor to reset and maintain the line, grade and layout marks.

No separate or additional compensation will be allowed for any survey work, instruments or personnel therefore, it being agreed and understood that all such cost shall be borne by the Contractor.

27. DATUM OF LEVELS

The plane of reference used for levels in this Contract is noted on the existing conditions documents.

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28. MATERIAL SPECIFICATIONS

All material unless otherwise specified shall meet the requirements of the latest specifications of the American Society for Testing and Materials, and shall be subject to the approval of the Town or the Owner's Representative.

29. DEFINITION OF STANDARDS

Wherever in these Specifications the term "ASTM" occurs, it shall be understood to mean the Standard (or Tentative Standard) Specifications or Standard Method of Test of the American Society for Testing and Materials, Serial Designation in effect at the date of receipt of bids for this Contract.

30. INSPECTIONS AND TESTS

The Contractor shall allow the Owner's Representative ample time and opportunity for inspecting and testing materials to be used in the work; he shall advise the Owner's Representative promptly upon placing orders for materials so that arrangements may be made, if desired, for its inspection before shipment from the place of manufacture. The Contractor shall at all times furnish the Owner's Representative and his representative's facilities, including labor, and allow proper time for inspecting and testing the work, its materials and workmanship.

The Owner's Representative may decide to have some or all materials tested or inspected. The Contractor must anticipate that possible delays may be caused him in the execution of his work due to the necessity of materials being inspected and accepted before use. The Contractor shall furnish at his own expense all samples of material required by the Owner's Representative for testing.

The Owner's Representative, his agent or designee in connection with the work shall at all times have the right to enter the premises upon which any work under the Contract is being done to inspect said work and materials, and the Contractor shall furnish all reasonable facilities and give ample time for such inspection. The Contractor also shall furnish all reasonable facilities for viewing the work to the Town and its representatives and to accredited representatives of authorities having jurisdiction with respect to the work.

All testing, inclusive of compaction tests, cement concrete and testing, soils analysis, tank and piping pressure tests, and all other testing specified elsewhere herein shall be performed by a qualified Testing Laboratory retained by the CONTRACTOR. All tests specified by the Contract Documents and all additional testing required by the Owner's Representative shall be paid for by the CONTRACTOR, including all cost for retesting materials which were found to be not in compliance with the Contract Document.

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31. IMPERFECT WORK OR MATERIALS

All work shall be done in a workmanlike manner. All materials and workmanship shall be such as to satisfy the Owner's Representative that the intent of this Contract is properly fulfilled.

Any defective or any imperfect work or materials furnished by the Contractor that may be discovered before the final acceptance of the work, as established by the Certificate of Completion, shall be removed immediately even though it had been previously overlooked by the Owner's Representative and estimated for payment. Any materials condemned or rejected by the Owner's Representative shall be marked conspicuously and shall, on demand, be at once removed to a satisfactory distance from the work. Satisfactory work or materials shall be substituted for that rejected. Any omission to disapprove the work at the time of inspection or at the time of any monthly or other estimate shall not relieve the Contractor of any of his obligations to perform the work as herein prescribed.

32. SALVAGE

The Contractor shall deliver any property of the Town of Weymouth that is removed in the course of the work, such as traffic signs, supports and trash receptacles, deemed by the Town or the Owner's Representative to have value and deliver same to The Weymouth Department of Public Works, 120 Winter Street, Weymouth, MA.

The Contractor shall legally dispose of all other property not deemed to be of value.

33. PARTIAL USE OF IMPROVEMENTS

The Town, at its election, may give notice to the Contractor and place in use those sections of the improvements which have been completed, inspected and can be accepted as complying with the Construction Specifications and, if in its opinion, each such section is reasonably safe, fit and convenient for the use and accommodation for which it was intended; provided:

The period of guarantee stipulated in Article 35 GENERAL GUARANTY under GENERAL CONDITIONS – PART I, shall not begin to run until the date of the final acceptance of all work which the Contractor is required to construct under this Contract.

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34. WEATHER CONDITIONS

It is the intent of this Contract to have the Contractor commence work at the time stipulated by the Town in the Notice to Proceed, and have the Contractor prosecute the work at such places and in such order as the Town may, from time to time prescribe, and bring the various sections of work to completion within the times stipulated hereinbefore.

The Contractor shall take all necessary precautions for conducting the work and keep the materials and the completed work protected from weather conditions. Methods used for protection of work and materials shall meet with the approval of the Owner's Representative.

No concrete work or earth backfill shall be placed during freezing weather unless protected in a manner approved by the Owner's Representative. In no event shall any materials be placed on frozen surfaces.

In case of severe weather, the Town shall have the right to delay or suspend any portion of the work; for such period or periods as may be deemed necessary because of conditions beyond control of the Contractor. No work shall be suspended or delayed without prior written approval or order of the Town or the Owner's Representative. The work shall be resumed when conditions so warrant as ordered in writing by the Owner's Representative.

Upon receipt of written order from the Town or the Owner's Representative, the Contractor shall immediately delay, suspend or commence the work in accordance with said order.

In case of suspension of work, because of winter weather conditions, the Contractor shall leave the project in such condition as approved by the Owner's Representative.

If, because of winter shut-downs and delays caused by weather conditions, the work lags materially behind schedule, additional crews and additional sections of work shall be started in order to complete the work within the prescribed times.

The Contractor shall not be allotted additional time to complete the work because of shut-downs caused by winter weather conditions.

If there are delays or interruptions in the work due to weather conditions, the necessary precautions must be taken to bond new work to old.

35. SUSPENSION OF WORK

The Town may delay the commencement of the work, or any part thereof for any reason if the Town shall deem it necessary to do so. The Contractor shall have no claim for damages on account of any delay on the part of the Town or another contractor in connection with the execution of the work covered by this Contract. The Contractor shall have no claims for damages on account of any delays caused by the work of other contractors of the Town now or hereafter doing the work upon the premises covered by this Contract. The Town may grant such extensions of time for extra work to the "Time for Completion" as is deemed appropriate.

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36. CLEANING UP

After the completion of the work, the Contractor shall remove all temporary structures and equipment built or furnished by him, all debris, and all surplus materials of all kinds from the site of the work and shall dispose of them in a manner satisfactory to the Owner's Representative. The premises shall be left clean, presentable and satisfactory.

In addition to cleaning up at the end of the project, the Contractor shall be required to keep all streets, easements and haul roads free from dirt, stones, dust and all other foreign materials. At the close of each work week the Contractor shall be required to clean up and, if directed by the Owner's Representative, sweep the haul roads. If the Contractor does not comply with the foregoing, the Town will hire a mechanically powered sweeper and any other equipment and personnel required to render the streets, easements and haul roads clean at the Contractor's expense.

The Contractor shall employ a water wagon on the site of the work, and he shall be required to use same during his construction operations in order to keep the dust nuisance to a minimum.

The Contractor shall at all times provide adequate freeboard and operate his trucks in such a manner that spillage does not occur on Town streets.

If, in the opinion of the Town or the Owner's Representative, the Contractor is not taking the necessary precautions to prevent spillage or tracking, the Owner's Representative will order the Contractor to provide a mechanically powered broom to be on the project full time and at no additional cost to the Town. If the Contractor does not comply, the Town will hire a mechanically powered sweeper at the Contractor's expense.

No separate compensation for any of the above-described work or materials will be allowed, it being agreed and understood that payment for the above-described work and materials shall be included in the prices bid for the items of work in the Schedule of Prices in the Bid for Unit Price Contracts.

37. PROPRIETARY PRODUCTS

Whenever the Specifications define the material or article required by using the name of a proprietary product or of a manufacturer or vendor rather than by using descriptive detail of substance and function, the term "or equal" always is understood to follow immediately the name of the make, vendor or proprietary product. An item of material shall be considered equal to the item so named in the Specifications if, in the opinion of the Town and the Owner's Representative: (1) it is at least equal in quality, durability, appearance, strength and design, (2) it will perform at least equally the function imposed by the general design for the work being contracted for or the material being purchased, and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the said Specifications.

Wherever in the Specifications the names of three manufacturers are mentioned as indicating that their product will comply with a particular specification, or where specific trade names or plate numbers or letters are mentioned, it is not intended to exclude products of other manufacturers whose names, trade names or symbols have not been mentioned, provided, however, that such products comply in the opinion of the Town and the Owner's Representative with the Specifications.

For all items herein listed and which are described or defined by dimensions or other measures of physical

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characteristics or performance, it is understood that such information indicates the character of the required items and so strict interpretations with respect to nonessential details shall not be made as to limit competition among manufacturers of substantially equivalent items.

38. PAYMENT FOR BOND

Payment for bonds required by the Contract shall be included in the prices bid for the items of work in the Schedule of Prices in the Bid Form.

39. SITE CONDITION

The Contractor shall be deemed to have inspected the work site and shall accept the area as he finds it and shall inform himself of the character and the type of work to be performed above and below ground level. The Town assumes no responsibility for unforeseen conditions arising during the execution of work under the terms of this contract. In addition to the stipulations and requirements as stated above, the Contractor shall conform to the requirements as stated in GENERAL CONDITIONS PART II, SECTION 6, Article 6, SITE CONDITIONS of these specifications.

40. WHEELCHAIR/CURB RAMP STANDARDS

All wheelchair/curb ramps shall be constructed in accordance with the provisions, of the latest MassDOT Standard Construction Details and Engineering Directives for Wheelchair Ramps (now MassDOT).

The Contractor shall establish grade elevations at all wheelchair ramp locations, and shall set transition lengths according to the appropriate details in the MassDOT Standard Construction Details and Engineering Directives for Wheelchair Ramps.

All wheelchair ramp joints and transition sections which define grade changes shall be formed, staked, and checked prior to placing cement concrete. All grade changes are to be made at joints.

41. CONTRACT DOCUMENTS

The work shall be done in accordance with the provisions of the Contract Documents referred to in the Contract. The Town will furnish the Contractor electronically, without charge, Contract Documents, including Drawings and Construction Specifications. Hard copies requested by the Contractor will be furnished at cost.

The Contractor shall review all Contract Documents and shall report any errors in them to the Town or Owner's Representative, who will make or approve the necessary corrections. The Contractor shall prepare whatever detail working drawings are necessary to enable him to assemble, to fabricate, erect and construct all parts of the work in conformity with the Contract Documents.

The Contractor shall be responsible for the correct fitting together and for the exact position of all parts of the work. Before the construction of any part of the work is begun or any equipment is manufactured, all necessary working and assembly drawings required by the Owner's Representative for that part shall have been submitted to the Owner's Representative and approved by him. Unless otherwise specified, working drawings shall be submitted electronically and, after approval, revised drawings shall be furnished if required. The Owner shall not be responsible for errors in Contractor's drawings, even though approved by the Owner's Representative.

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END OF SECTION

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**CONSTRUCTION SPECIFICATIONS
AND SPECIAL PROVISIONS**

GENERAL

These specifications are hereby made part of the Contract Documents and shall apply to all parts of the Contract. All work done under this Contract shall be in conformance with the Massachusetts Department of Transportation (MassDOT) Standard Specifications for Highways and Bridges dated 2023 (or later); the MassDOT Construction Standard Details dated October 2017 (or later), the MassDOT Standard Drawings for Signs and Supports dated 1990, the 2009 Federal Highway Administration (FHWA) Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD with MassDOT Massachusetts Amendments dated January 2012 and the Standard Municipal Traffic Code; the 1968 MassDOT Standard Drawings for Traffic Signals and Highway Lighting; the 2016 Edition of the Manual for Assessing Safety Hardware; the latest edition of American Standard for Nursery Stock. All bid items not included in these special provisions are contained in the 2032 Standard Specifications and Supplemental Specifications or later. Item numbers, if shown, relate to MassDOT items numbering system.

As noted on Plans, Town of Weymouth standards and requirements and special provisions included herein and on the Plans may also apply to this project and Contractor must be familiar with all of these.

The “**Lovell Field Pedestrian Bridge Design**” plans prepared by Kimley-Horn and Associates, Inc. are in Appendix A contain additional details regarding construction and installation of the items contained in these Construction Specifications.

MOBILIZATION

Work under this item shall be included in the lump sum price and shall conform to the relevant provisions of Section 701, of the MassDOT Standard Specifications for Highways and Bridges and the following:

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, 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 in accordance with Section 00300 Instruction to Bidders .

WORK SCHEDULE

Work on this project is restricted to a normal eight-hour day, five-day week. The hours available to work are between 7:00 am and 5:00 pm, with the Prime Contractor and all subcontractors working the same shift. Nighttime construction is not anticipated for this project.

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Time of Year (TOY) work restrictions within the sensitive brook environment are:

- March 1 to June 30
- July 15th to November 15

Work cannot take place within the defined sensitive areas during the TOY periods.

CLEARING AND GRUBBING

Description

This work shall consist of clearing, grubbing, cutting, removal and disposal of all vegetation and debris from areas either within or outside of the Limit of Work (LOW) as shown on the plans or designated by the Engineer. The work shall also include the preservation from injury or defacement of all vegetation and objects designated by the Engineer to remain. The contractor must read and be aware of the Conditions imposed by MADEP and the Weymouth Conservation Commission for the execution of this work.

Construction Methods

The burning of trees, brush, stumps, etc., will not be permitted. The Contractor shall provide other satisfactory methods of disposal without additional compensation.

Vegetative restoration is not included in this contract. However, for all substantive trees and shrubs that must be removed from the LOW, coordination with the Town needs to be conducted to determine if any such removed items can be transplanted in areas outside the LOW as specific in the Order of Conditions (#36). The Town will direct contractor which items to move to area for which transplanting will be completed by others.

The Contractor shall make all arrangements necessary for the satisfactory disposal of trees, shrubs not intended for transplanting, stumps, roots, dead wood and other litter, in areas outside the LOW and in such manner that no condition or accumulation of material shall be permitted to disfigure or mar the finished landscape.

Trees and shrubs that are specifically designated by the Engineer not to be cut, removed, destroyed or trimmed shall be marked and saved from harm and injury.

All damage done to trees by the Contractor's operation and all branches of trees extending outside of the LOW shall be trimmed and painted where cut as directed to provide a 10-foot minimum vertical clearance including selective trimming of such trees as directed.

The pay limits for this action are the actual clearing limits shown on the Plans. The Contractor shall not be compensated for clearing and grubbing beyond these limits.

Disposition of Trees, Stumps, and Brush

All trees, tree stumps, including trunk base, root flare and attached root mass and brush to be cleared shall become the property of the contractor and shall be disposed away from the site. The material to be disposed shall be subject to the regulations and requirements of state and local authorities governing the disposal of such materials.

The trees, stumps and brush including cuttings, shall not be stored for more than 48 hours unless chipped.

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If the existing ground in the area is disturbed by any of the work or equipment, the Contractor shall rough-grade and loam the disturbed areas without additional compensation. The Town will be responsible for revegetating these areas.

The Contractor shall be responsible for ensuring that all plant pests on site shall not be carried off site and shall be either destroyed or otherwise contained on site. Plant pests shall include invasive plants, noxious weeds, insect pests, and plant disease (including infected plant tissue). Method of destruction or containment shall be approved by the Engineer. If invasive or contaminated material cannot be either destroyed or contained on site, contractor shall submit plans for disposal for approval by the Engineer.

CONSTRUCTION STAKING

The Contractor shall be responsible for all horizontal and vertical control necessary for the work. Prior to construction, the Contractor shall retain a qualified surveyor to establish horizontal and vertical control from the information given by the Engineer on the Plans and from record survey available from the Engineer and the Town. The elevation of existing structures to be tied into shall be confirmed or established. The Contractor shall perform all survey required for the work and said work shall be considered incidental to the Contract.

Construction staking shall consist of construction layout including layout of the Limit of Work (LOW) and reference staking necessary for the proper control and satisfactory completion of establishing the sidewalk layout and profile, bridge approaches, abutment locations, laying conduit, and all other work required for the completion of the Contract and acceptance of the work.

The Contractor shall also be responsible for retaining a Professional Land Surveyor (PLS) for all survey required for the placement of new bounds, the removal and resetting of existing bounds, and any existing bounds to remain that have been displaced by the Contractor's operations. The cost of said work by the PLS shall be considered incidental to the various items of work. Coordination with Town Surveyor should be considered prior to this work.

STOCKPILING MATERIALS

All materials stockpiled on site shall be enclosed by a staked silt fence with filter. All stockpiled materials and materials used for the enclosure shall be removed and the areas restored to preconstruction condition before the final inspection. The enclosure shall be considered incidental to the contract and there shall not be any separate payment for enclosing stockpiled material.

MATERIALS REMOVED AND STACKED

Materials directed to be removed and stacked which are Town of Weymouth property, shall be removed, transported to and stacked at the Town DPW at 120 Winter Street. All materials shall be neatly stacked as directed by the Town. The Contractor shall coordinate with the Town before transporting any material to the DPW facility. When directed by the Engineer to remove and stack materials which are privately owned, said materials shall be removed, transported to, and stacked on the property, from which the materials have been removed.

The contract prices for the various items shall include full compensation for the services noted above.

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If the Town and the Engineer determines that any part of the stacked materials is unsuitable for re-use by the Town, or if other owners decide to abandon part or all of their materials, such materials shall become the property of the Contractor and they shall dispose of them away from the site.

The contract prices for the various items shall include full compensation for the services noted above.

SHOP DRAWINGS SUBMITTALS

The Contractor shall submit a submittals schedule for all materials and equipment required for this Project. The Submittals schedule shall indicate required dates for submitting Shop Drawings, samples, and product data for materials in order to meet the project schedule.

The approval of Shop Drawings shall be general and shall not relieve the Contractor of their responsibility for adherence to the Contract or for any error in the drawing.

The Contractor shall not receive payment for, nor will they be allowed to install any item or material, which requires Shop Drawing approval unless and until they have received Shop Drawing approval for that item from the Design Engineer with an approval stamp placed thereon.

Within 15 days after receipt of an approved Shop Drawing for any item, the Contractor shall provide the Town written proof that they have ordered such approved materials required on the subject Contract and a written confirmation of such order and delivery schedule from the manufacturer of the item. This delivery schedule shall be appropriate for timely completion of this Project.

APPROVED EQUIVALENT

For any materials named or described in these specifications, an approved equivalent to that named or described in the said specifications may be furnished only when approved by the Town. The Town reserves the right not to approve any substitute and require the named materials to be used.

MATERIAL TESTING REQUIREMENTS

All material testing requirements shall be in conformance with MassDOT standard specifications or as specified. The Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with all inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, test, or approvals shall be performed by organizations acceptable to Owner and Engineer.

EMERGENCY CONTACTS

The Contractor shall provide the Town with a contact list of the Contractor's personnel who can be notified in the event of an emergency. The list shall have the names and telephone numbers of personnel available 24 hours a day, 7 days a week for the duration of the field work. The list shall be kept current and shall include secondary contacts as needed to ensure that an authorized person is always available to mobilize crews as required to respond to emergencies. If contacted directly by emergency response personnel, the Contractor shall immediately notify the Engineer.

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ITEM 120: EXCAVATION

General

This work shall consist of excavation or disposal of all materials not being removed under some other item which is encountered within the limits of the Contract in accordance with the specifications and in close conformity with the lines, grades, thicknesses and cross sections shown on the plans or established by the Engineer. All excavation will be classified as “Earth Excavation,” “Class A Rock Excavation,” “Muck Excavation,” and “Unclassified Excavation,” as hereafter described.

Materials from all classes of excavation which are unsuitable, and any surplus of suitable materials remaining after completing the formation of embankments, approaches, embankment slopes as directed or backfilling, will be known as waste and shall be disposed of by the Contractor outside the Right-of-Way at their responsibility and expense. Waste material shall not be disposed of in the flood channel areas of any stream including the Herring Run Brook.

Existing concrete foundations, if not interfering with the proposed construction, may be abandoned in place with approval of the Engineer.

Earth Excavation

Earth Excavation shall consist of all excavation not included as Class A Rock Excavation or excavation which is otherwise classified and paid for.

Earth Excavation shall also include as incidental to the general work the removal and disposal of abandoned junk cars, trash, signs, fences, guardrail, guideposts, hot mix asphalt berms and debris of every nature.

EXCAVATION FOR STRUCTURES

Item 140.20: General Excavation for foundations of bridges, culverts, pipe drains, masonry walls, other structures and test pit excavation to determine the location of underground utilities shall be made to the depth and lines indicated on the plans or established by the Engineer.

Item 140.21: Bridge Excavation Bridge excavation shall include excavation required for construction of bridges, culverts having a clear square span of 8 ft or more, end walls and wingwalls that are a part of these structures and major wall structures as designated in the Contract Documents. The excavation shall include the removal and satisfactory disposal of materials including piles, sheeting and timbers encountered in these constructions. In areas where unsuitable material is removed and backfilled under Item 123. Muck Excavation, the excavation of the backfill shall be included under bridge excavation. All other material encountered in the above noted construction, except that classified as Class B Rock Excavation and Muck Excavation as defined in these specifications, will be classified as Earth Excavation.

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HOT MIX ASPHALT WALK SURFACE

Work under this item shall be included in the lump sum price and shall conform to the relevant provisions of Section 701, of the MassDOT Standard Specifications for Highways and Bridges and the following:

The Contractor's lump sum bid price shall include the cost of all excavation, removing, and disposing of existing hot mix asphalt and cement concrete as directed by the Engineer.

Vertical changes in grade greater than ¼-inch shall not be allowed. When the surface is to be open to pedestrian traffic during construction and/or during the proposed condition, these edges shall be beveled or ramped with asphalt mix. This transition must comply with all ADA and AAB regulations and should provide a smooth transition between adjacent surfaces. The cost of this asphalt transition shall be incidental to the overall lump sum price and shall be provided at no additional cost.

LOAM BORROW AND SEEDING

The work for spreading loam and seeding shall be included in the lump sum price and shall conform to the relevant provisions of Section 700 of the MassDOT Standard Specifications for Highways and Bridges. This work is relevant to grass areas disturbed during the construction of sidewalk and walking path on east and west sides of the brook. Seeding is not included in this project. Town will be responsible for seeding and revegetating the disturbed areas.

PERSONAL PROTECTIVE SAFETY EQUIPMENT FOR CONTRACTOR PERSONNEL

The Contractor is responsible to ensure that all personnel, including all subcontractors, working on the project are issued and are wearing all necessary personal protective safety equipment while working within the project limits. This equipment shall include, as a minimum, a hard hat and a safety vest, regardless of the type of work being performed. Other safety equipment shall be added as required to perform the work in which they are engaged and in accordance with all local, state and federal requirements in effect. All workers on this project shall have completed the 10-hour OSHA Hazard Recognition Training for the Construction Industry course.

All labor, materials, and equipment necessary to ensure personal protection for all personnel, including subcontractors, working on the project shall be incidental to the overall contract.

PROTECTION OF UNDERGROUND FACILITIES

The Contractor's attention is directed to the necessity of making their own investigation in order to assure that no damage to existing structures, drainage lines, traffic signal conduits, etcetera, will occur.

The Contractor shall notify Massachusetts DIG SAFE and procure a Dig Safe Number for each location prior to disturbing existing ground in any way. The telephone number of the Dig Safe Call Center is 1-888-344-7233.

All labor, coordination, materials, and equipment necessary to verify any and all underground utility facilities shall be incidental to the overall contract.

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DEWATERING AND CONTROL OF WATER

All dewatering and control of water required for the construction of the drainage, water, sewer, utility and traffic items and all required permitting shall be the Contractor's responsibility and the cost shall be considered incidental to the unit bid price of those items and there shall not be any separate payment for providing dewatering, control of water and permitting.

CONDUIT, MANHOLES, HANDHOLES, PULL BOXES AND FOUNDATIONS

Item 801.20: General

The work under this section shall consist of furnishing and installing and/or constructing the following in accordance with the requirements of the specifications, as directed on the plans and as directed by the Engineer. It should be noted that there is no electrical service work to be conducted as part of this contract but the conduits, pull boxes and any related foundations are included in this contract.

- A. Conduits or ducts, intended for use as raceways for the installation of wires and cables, shall be 3-in. nominal size.
 - 1. Type NM: Rigid Non-Metallic (Bituminous Fiber, Fire Clay Cement, or Plastic) shall be used for all underground runs. When Type NM Electrical Conduit is specified either of the Types NM Electrical Conduit listed under M5.07.0: Electrical Conduit-Rigid Nonmetallic (Type NM) may be used in the work, at the option of the Contractor, but only one type shall be used throughout any one contract.
 - 2. Type RM: Rigid Metallic (Steel, Steel Plastic Coated, Special Alloys or Aluminum) shall be used for all above ground runs and where augured or jacked conduit is required. When specified for underground use or to be encased in concrete, conduit shall be plastic coated or manufactured from metal inherently resistant to corrosion.
 - 3. Type FM: Flexible Metallic (Steel or Steel Plastic Coated) shall be used where flexibility and special applications are required.
- B. Junction Boxes or Pull Boxes shall be of such dimension as shown on the Standard Drawings. Other designs shall not be used. Pull Boxes shall be installed in all conduit or duct runs over 150 ft in length, where there is an abrupt change in direction, grade or elevation, to provide a direct one conduit entrance for wire and cable into signal, mast arm or strain pole foundations, and as directed by the Engineer.
- C. Electric Manholes as shown on the Standard Drawings, plans, and/or as directed by the Engineer.

COMPLIANCE WITH ARCHITECTURAL ACCESS BOARD (AAB), AMERICAN WITH DISABILITIES ACT (ADA) AND PUBLIC RIGHT OF WAY GUIDELINES (PROWAG)

The Contractor is hereby notified that they are ultimately responsible for constructing all project elements in strict compliance with the current AAB/ADA/PROWAG rules, regulations and standards.

All construction elements in this project associated with sidewalks are controlled by Massachusetts 521CMR - Rules and Regulations of the Architectural Access Board (AAB), the Americans with Disabilities Act (ADA) and the Public Right of Way Accessibility Guidelines (PROWAG). Where

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there is any discrepancy found between the standards set forth herein, the stricter provisions shall apply. The Contractor shall seek interpretation from the Engineer prior to completing any work, to reconcile disparities between the standards.

The Contractor is solely responsible for constructing all project elements in compliance with the current AAB/ADA/2010 PROWAG standards. The standards specify maximum slopes and minimum dimensions required for construction acceptance. There is no tolerance allowed for slopes greater than the maximum slope nor for dimensions less than the minimum dimensions.

Sidewalks, driveways and wheelchair ramps not complying with the AAB/ADA/PROWAG rules, regulations and standards shall not be included for payment. Noncompliant sidewalks, driveways and wheelchair ramps shall be removed and reconstructed by the Contractor to meet the standards at no additional cost to the Owner.

ITEM 999.1 POLICE DETAIL

Work under this item shall be performed according to Section 7.00, Subsection 7.11 of the Standard Specifications and the following:

All police details will be paid a minimum of four hours per day.

The Contractor will only be reimbursed for Police Details up to 8 hours per calendar day, per detail officer. It is the responsibility of the Contractor to ensure all work requiring detail officers is completed with the 8-hour police detail shift. The Contractor will not be reimbursed for administration fees or hours charged by the detail officer over the 8-hour detail shift, unless otherwise approved by the Town on a Day-to-Day basis.

Payment will be on a per hour basis, which rate will be set by the Town of Weymouth Police Department. All police details will be paid a minimum of four hours per day. The hourly rate shown in the Bid Sheets is for bidding purposes only and include all administrative fees. Payment shall be based upon the invoices submitted by the Weymouth Police Department, including all administrative fees.

The Contractor shall pay the Police Department directly. At the end of each month, the Contractor shall submit to the Engineer receipted copies of all bills for reimbursable police details. The bills will be included for reimbursement in the next monthly estimate. The bills must be paid to and signed by a representative of the Police Department before being accepted by the Engineer for payment. All cost to the Contractor for processing police detail payments shall be included in the overall contract price.

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**SPECIAL PROVISIONS
PREFABRICATED PEDESTRIAN BRIDGE**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and MassDOT Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes prefabricated steel Pratt truss bridge superstructure and substructure.
- B. All materials, construction, and fabrication shall meet the requirements of the current edition of the Commonwealth of Massachusetts Department of Transportation Standard Specifications for Highways and Bridges.

1.3 PERFORMANCE REQUIREMENTS

- A. Structural Performance: The prefabricated steel Pratt truss bridge, anchor bolts and bearing pads shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated according to current edition of the AASHTO LRFD Guide Specification for the Design of Pedestrian Bridges, Commonwealth of Massachusetts Department of Transportation LRFD Bridge Manual, Commonwealth of Massachusetts Department of Transportation Standard Specifications for Highways and Bridges, and AASHTO LRFD Bridge Design Specifications, at a minimum:

1. Dead Loads: Self-weight of superstructure.
2. Live Loads: Pedestrian load shall not be considered to act concurrently with vehicular load. The dynamic load allowance need not be considered for vehicular load.
 - a. Pedestrian Live Load = 90 psf
 - b. Vehicular Live Load = N/A
3. Railing Loads: Per AASHTO.
4. Wind Loads: Per AASHTO.
5. Water Loads: Per AASHTO.
 - a. Stream Velocities:
 - 1) Structure #1: To be determined by Hydraulic Analysis
6. Temperature: Per AASHTO/MassDOT
7. Seismic: Per AASHTO.
8. Load Combinations: Per AASHTO.
9. Deflection Limits: Design framing system to withstand service loads without deflections greater than the following:
 - a. Main Truss:

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- 1) Vehicular and/or pedestrian loads = $\text{Span}/1000$.
 - b. Floor system members (floor beams and stringers):
 - 1) Vehicular and/or pedestrian loads = $\text{Span}/360$.
 - 2) Vehicular and/or pedestrian loads on cantilever arms = $\text{Span}/375$.
 10. Vibration Limits: Per AASHTO.
- B. Geometry and Component Requirements:
1. Span:
 - a. The prefabricated steel span shall be a simple-span bridge along the centerline of the proposed alignment. The Contractor is required to provide verification to the Engineer that the substructure and foundations are correctly laid out before placement of the bridge superstructure. For information about the timber boardwalk spans, see plans and timber boardwalk specifications.
 2. Width:
 - a. The bridge clear path width shall be 6'-0" and shall be measured between the inside faces of proposed concrete curbs that are to be along each side of the bridge deck..
 3. Depth:
 - a. The maximum depth of superstructure shall be 2'-4" and shall be measured from top of deck to bottom of bridge superstructure.
 4. Bridge System Type:
 - a. The bridge shall be a Pratt truss bridge arched similar to Contech Capstone model as shown in the plans. Interior vertical members may be plumb or perpendicular to the chord faces. Diagonal members shall be welded to the chords and/or verticals as determined by the Bridge Manufacturer.
 - 1) The bridge shall be designed utilizing floor beams placed between the bottom chords and verticals.
 - 2) The Bridge Manufacturer shall determine the distance from the top of the deck to the top and bottom truss members based upon structural and/or shipping requirements. However, the maximum superstructure depth noted above shall not be exceeded.
 - 3) The deck shall be a reinforced cast-in-place concrete deck. Immediately after float finishing of concrete, slightly roughen entire surface by brooming with fiber-bristle broom perpendicular to traffic. Coordinate final finish with Engineer before application.
 - 4) The top of the safety rail system or guardrail elements shall not be less than 54 inches above the deck (measured from the high point of the

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walking/riding surface). The safety system shall extend the full length of the bridge and shall be connected to the safety rails at each end.

5. Member Components:
 - a. All members of the vertical trusses (top and bottom chords, verticals, and diagonals) shall be fabricated from square and/or rectangular structural steel tubing, and all their shop connections shall be fully welded. Other structural members and bracing shall be fabricated from structural steel shapes or square and/or rectangular structural steel tubing. Drain holes and weep holes shall be provided in all connections. Unless the floor fastenings are specifically designed to provide adequate lateral support to the top flange of open shape stringers (W-shapes or channels), a minimum of one stiffener shall be provided in each stringer at every floor beam location. Weep all tubular members as required for drainage.
6. Railings:
 - a. The safety railing system shall be placed on the structure to a minimum height of 54 inches above the deck surface (measured from the high point of the walking/riding surface). The bridge manufacturer shall determine the placement of the horizontal and vertical rails such that a 6-inch diameter sphere cannot pass between successive rails for the lower 27 inches of the railing system; above 27 inches, the spacing of the rails shall be such that an 8-inch diameter sphere cannot pass between successive rails. A safety toe rail or curb shall be provided. The safety rail shall be designed to accommodate the required loads per AASHTO.
 - b. Metal approach railings shall be provided at each corner of the structure, as shown in the plans. Approach railings shall be 5'-0" long, skewed at 15 degrees, and be 54 inches above the trail surface (measured from the high point of the walking/riding surface).
7. Camber:
 - a. The bridge shall have a vertical camber dimension at midspan equal to 100% of the full dead load deflection.
8. Substructure:
 - a. Bridge abutments and piers shall be cast-in-place reinforced concrete supported on shall foundations as detailed in the plans.
 - b. Prefabricated steel pedestrian bridge abutment and pier details shall be coordinated with the prefabricated steel pedestrian bridge plans, to be provided by the prefabricated steel pedestrian bridge manufacturer. Notify the Engineer immediately if conflicts are identified. Construction of abutments and piers shall not begin until superstructure shop drawings are approved, and all conflicts resolved.

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- c. Reinforcement in cap may be shifted to clear anchor bolts.
 - d. The top surface of abutments and pier caps, except at bridge seat build-ups, shall be sloped transversely from fill face to back face at a minimum rate of 2%.
 - e. Abutment backwall shall be placed after bridge has been erected. Top of backwall shall follow bridge deck grade.
 - f. The top surface of abutments shall be cured in accordance with MassDOT Standard Specifications, except that the membrane curing compound method shall not be used.
 - g. Apply an epoxy protective coating to the top surface of abutments, except under bearings and boardwalk sill plates.
 - h. Abutment backwall shall be placed prior to application of epoxy protective coating.
9. Elevations:
- a. The bridge abutments shall be constructed at the elevations shown on the plans and adjusted based on the prefabricated steel pedestrian bridge manufacturer. The elevations shown on the plans are grade point elevations and not top of cap elevations.

1.4 SUBMITTALS

- A. **Product Data:** For each type of product used. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for prefabricated steel Pratt truss bridge, anchor bolts, and bearing.
- B. **Shop Drawings:** For prefabricated steel Pratt truss bridge, include plans, elevations, sections, details, and attachments to other work specific to this project. All pertinent design information such as geometries, member sizes, bridge reactions, splice locations, details, quantities and general notes shall be clearly specified on the drawings. All drawings shall be signed and sealed by a Professional Engineer who is licensed to practice in the Commonwealth of Massachusetts. The bridge designer/fabricator shall be MassDOT-approved for such work.

The Contractor shall submit shop drawings for the prefabricated steel Pratt truss bridge, to the Town for review. The shop drawings will be reviewed by the Town and the Engineer.

- C. **Structural Calculations:** For prefabricated steel Pratt truss bridge, anchor bolts and bearing pads. The calculations shall include all design information necessary to determine the structural adequacy of the bridge, anchor bolts and bearing pads, and to demonstrate conformance with the current AASHTO code. Complete structural calculations shall be submitted to the Town / Engineer for their review. All calculations shall be signed and sealed by a Professional Engineer who is licensed to practice in the Commonwealth of Massachusetts, and shall include the following, at a minimum:

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1. Design calculations for the individual truss members, floor beams and stringers, and decking.
 2. Checks for the critical connection failure modes for each individual truss member. Special attention shall be given to all welded tube on tube connections.
 3. Design calculations for all bolted splice connections.
 4. Main truss deflection checks, including individual truss member deflection checks.
 5. Design calculations for anchor bolts.
 6. Design calculations for bearings.
- D. Erection plans and sequencing signed and sealed by a Professional Engineer licensed in the Commonwealth of Massachusetts. The erection plans and sequencing method shall include location(s) of crane(s) required for erection, as well as procedures for mitigating the amount of fallen debris. No debris will be allowed to collect in the channel of the waterway/brook. All equipment locations and staging shall occur within the right-of-way and easements established in the civil plans, and shall be indicated on the erection plans.
- E. Qualification Data: For qualified fabricator and Professional Engineer.
- F. Welding certificates.
- G. Mill test reports for structural steel, including chemical and physical properties.
- H. Product Test Reports: For the following:
1. Bolts, nuts and washers including mechanical properties and chemical analysis.
- I. Maintenance Data: For prefabricated steel Pratt truss bridge to include in maintenance manuals.
- J. Warranty: Sample of special warranty.

1.5 QUALITY ASSURANCE

- A. Welding Qualifications: Qualify procedures and personnel according to the following:
1. AWS D1.1/D1.1M, “Structural Welding Code – Steel”.
- B. Fabricator Qualifications: A qualified fabricator who participates in the AISC Quality Certification Program and is designated an AISC-Certified Plant, Categories CBR and B-CMP, and is MassDOT approved for such work.
- C. Comply with current edition of the applicable provisions of the following specifications and documents:
1. AASHTO LRFD Guide Specification for the Design of Pedestrian Bridges.
 2. Commonwealth of Massachusetts Department of Transportation LRFD Bridge Manual
 3. Commonwealth of Massachusetts Department of Transportation Standard Specifications for Highways and Bridges and Special Provisions
 4. AASHTO LRFD Bridge Design Specifications.
 5. RCSC’s “Specification for Structural Joints Using ASTM A325 or A490 Bolts.”

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- D. Pre-installation Conference: Conduct conference at Project Site prior to commencing construction of prefabricated steel pedestrian bridge

1.6 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair finish or replace any part of the steel Pratt truss bridge that fail in materials or workmanship within specified warranty period.
 - 1. Warranty Period: Ten (10) years from date of Substantial Completion.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Store materials to permit easy access for inspection and identification. Keep steel members off ground and spaced by using pallets, dunnage, or other supports and spacers. Protect steel members and packaged materials from corrosion and deterioration.
 - 1. Do not store materials on structure in a manner that might cause distortion, damage, or overload to members or supporting structures. Repair or replace damaged materials or structures as directed.
- B. Weathering steel shall be stored under conditions that will prevent unsightly, uneven weathering and excessive corrosion. If uneven weathering occurs, the contractor shall reclean the steel to the satisfaction of the engineer. If cleaning does not produce satisfactory uniformity in appearance or if in the judgment of the engineer, excessive corrosion or chemical contamination has occurred, the contractor shall replace the material at the contractor's expense. As a minimum, the following conditions shall be avoided and the contractor shall take additional precautions as deemed necessary:
 - 1. Storage in transit, open cars or trucks for an extended period of time.
 - 2. Standing water on material in storage or entrapment of moisture.
 - 3. Contact with chemically treated lumber used for blocking or other types of foreign matter.
 - 4. Exposure to chlorides or other chemical contamination.
- C. Store fasteners in a protected place in sealed containers with manufacturer's labels intact.
 - 1. Fasteners may be repackaged provided Owner's testing and inspecting agency observes repackaging and seals containers.
 - 2. Clean and relubricate bolts and nuts that become dry and rusty before use.

1.8 COORDINATION

- A. Coordinate installation of anchorage items to be embedded in or attached to other construction without delaying the Work. Provide setting diagrams, sheet metal templates, instructions, and directions for installation.

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PART 2 - PRODUCTS

2.1 MATERIALS

- A. Steel Structural Tubing: ASTM A 847, weathering steel; AASHTO M 270, Grade 50W.
- B. Channels and Angles: ASTM A 588, weathering steel, AASHTO M 270, Grade 50W.
- C. Steel Plates, Shapes, and Bars: ASTM A 588, weathering steel, AASHTO M 270, Grade 50W.
- D. Anchor Bolts, High Strength Bolts, Nuts and Washers:
 - 1. Anchor Bolts: ASTM A 449, Type 1 hot dip galvanized, heavy-hex steel structural bolts.
 - 2. High-Strength Bolts: ASTM F3125 Grade A 325 (AASHTO M 164), Type 3 weathering steel, heavy-hex steel structural bolts.
 - 3. Nuts and Washers: Hot dip galvanized at anchor bolts and weathering steel for all high strength weathering steel bolts.
 - 4. Bolts, nuts, and washers shall also be in accordance with the MassDOT Standard Specifications.
- E. The minimum corrosion index of the atmospheric corrosion resistant steel, as determined in accordance with ASTM G101.
- F. Concrete:
 - 1. Abutments and Piers: 4,000 psi, 1½”, 565 Cement Concrete, per MassDOT Standard Specifications
 - 2. Backwalls: 4,000 psi, ¾”, 610 HP Cement Concrete, per MassDOT Standard Specifications
 - 3. Concrete Deck: 4,000 psi, ¾”, 585 HP Cement Concrete, per MassDOT Standard Specifications
 - 4. Reinforcing Steel: ASTM A 615 (AASHTO M 31), Grade 60.
- G. Bearing Pads: Minimum 50 durometer hardness, conforming to MassDOT Standard Specifications and Special Provisions.

2.2 PREFABRICATED STEEL PRATT TRUSS BRIDGE

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. Contech Engineer Solutions.
 - 2. Excel Bridge Company.
- B. Manufacturers other than those listed above may be used provided the Designer or Owner evaluates the proposed supplier through a submittal in accordance with the General Conditions. The Contractor must provide the following documentation for any proposed supplier who is not pre-approved:

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1. Product Literature
2. All documentation to ensure the proposed substitution will be in compliance with these specifications. This shall include:
 - a. Representative design calculations.
 - b. Representative drawings.
 - c. Splicing and erection procedures.
 - d. Warranty information.
 - e. Inspection and maintenance procedures.
 - f. AISC Shop Certification.

2.3 FABRICATION

- A. Structural Steel: Fabricate and assemble in shop to greatest extent possible. Fabricate according to AISC's 'Code of Standard Practice for Steel Buildings and Bridges'.
 1. Mark and match-mark materials for field assembly.
 2. Complete structural-steel assemblies, including welding of units, before starting shop-priming operations.
- B. Thermal Cutting: Perform thermal cutting by machine to the greatest extent possible.
 1. Plane thermally cut edges to be welded to comply with requirements in AWS D1.1/D1.1M.
- C. Bolt Holes: Cut, drill or punch standard bolt holes perpendicular to metal surfaces.
- D. Drain Holes: Weep/drain holes shall be provided in all tubular bridge members, for drainage at their lowest point, unless such members are free-draining, open-ended.
- E. Cleaning: After fabrication, weathering steel shall be shop cleaned to a SSPC SP-6 finish.

2.4 SHOP CONNECTIONS

- A. High-Strength Bolts: Shop install high-strength bolts according to RCSC's "Specification for Structural Joints Using ASTM A325 or A490 Bolts" for type of bolt and type of joint specified.
- B. Weld Connections: Comply with AWS D1.1/D1.1M for tolerances, appearances, welding procedure specifications, weld quality, and methods used in correcting welding work.

2.5 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Prepare written report, endorsed by Installer, listing conditions detrimental to performance of the Work.

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- C. Proceed with installation only after unsatisfactory conditions have been corrected.

2.6 INSTALLATION

- A. Delivery is made to a location nearest the site which is easily accessible to normal over-the-road tractor/trailer equipment. Contractor is to schedule a pre-installation meeting to discuss the method of erecting the bridge, as well as to verify the location(s) of the crane(s) required for erection. All equipment locations and staging shall occur within the right-of-way and easements established in the roadway plans. Contractor to verify prior to commencing bridge erection.
- B. The Fabricator will provide detailed, written instruction in the proper lifting procedures and splicing procedures (if required). The method and sequence of erection shall be the responsibility of the Contractor.
- C. No debris will be allowed to collect in the channel of the waterway. Contractor to provide measures to ensure debris is collected from the channel of the waterway as soon as is practical during construction.

PART 3 - METHOD OF MEASUREMENT AND BASIS OF PAYMENT

3.1 METHOD OF MEASUREMENT

- A. The quantity for Prefabricated Steel Pedestrian Bridge to be paid for shall be measured on lump sum basis per Structure. No separate measurement will be made.

3.2 BASIS OF PAYMENT

- A. The prefabricated steel Pratt truss bridge, substructure and all related components as described on the plans, in this Special Provision, and referenced MassDOT Standard Specifications and Special Provisions will be paid for at the contract lump sum price for each structure. Such price and payment will be full compensation for all work covered by this Special Provision, the plans, and applicable parts of the MassDOT Standard Specifications and Special Provisions and will include, but not be limited to, furnishing all engineering, labor, materials, equipment, delivery, and other incidentals necessary to complete this work.
- B. Payment will be made under:
 - 1. Prefabricated Steel Pedestrian Bridge:
 - a. Prefabricated Steel Pedestrian Bridge (Begin Sta: 0+90.00) _____
Lump Sum

END OF SECTION