

COMMONWEALTH OF MASSACHUSETTS



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# CONTRACT DOCUMENTS

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PROPOSAL NO.	614056-130141
P.V. =	\$1,320,000
PLANS	YES

**FY 2025-2026 CAPITAL IMPROVEMENT PROGRAM**

**MASSACHUSETTS CENTRAL RAILROAD  
WARE RIVER SECONDARY**

**CULVERT REPLACEMENTS AT**

**MP 19.84 & MP 19.96**

**IN GILBERTVILLE, MA**

**JUNE 2025**

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**FY 2025-2026 CAPITAL IMPROVEMENT PROGRAM**
**WARE RIVER SECONDARY  
 CULVERT REPLACEMENTS AT MP 19.84 & MP 19.96  
 IN GILBERTVILLE, MA**
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**FY 2025-2026 CAPITAL IMPROVEMENT PROGRAM****WARE RIVER SECONDARY  
CULVERT REPLACEMENTS AT MP 19.84 & MP 19.96  
IN GILBERTVILLE, MA****NOTICE TO BIDDERS**

The Massachusetts Department of Transportation Rail and Transit Division (MassDOT or Owner) is seeking Contractors to submit an electronic Bid for the Ware River Secondary Culvert Replacements at MP 19.84 & MP 19.96 Project. The project consists of work to remove and reconstruct two (2) railroad culvert crossings on the Ware River Secondary as follows:

- Removal and disposal of existing twin 8” round corrugated metal culvert at MP 19.84;
- Furnishing and installing 24” round Class V Reinforced Concrete Pipe (RCP) culvert with precast concrete wingwall and permanent steel sheeting support wall at MP 19.84;
- Removing, resetting, surfacing and aligning track;
- All other work associated with the Culvert Replacement at MP 19.84 as described in the Project Description and Scope of Work sections of the bid documents
- Removal and disposal of existing 36” x 36” stone box culvert at MP 19.96;
- Furnishing and installing 48” round Class V Reinforced Concrete Pipe (RCP) culvert with precast concrete wingwalls at MP 19.96;
- Removing, resetting, surfacing and aligning track;
- All other work associated with the Culvert Replacement at MP 19.96 as described in the Project Description and Scope of Work sections of the bid documents

**Bid Submission**

Proposals for the following project will be received through the internet using COMMBUYS until the date and time stated below. Apparent bid results indicating Bidders and total bid prices will be posted on [www.commbuys.com](http://www.commbuys.com) shortly after the bid submission deadline.

**Bidders must have, or register for, a COMMBUYS account in order to bid on this project. If Bidders are not currently registered with COMMBUYS, it is recommended that Contractor register with COMMBUYS at least seven-days prior to the scheduled bid opening.** See the Advisory to Prospective Bidders included with this notice for guidance on how to submit bids on COMMBUYS.

Bids for the **Ware River Secondary Culvert Replacements at MP 19.84 & MP 19.96 Project** will be accepted by MassDOT Rail & Transit Division using COMMBUYS **until 2:00 PM, Tuesday, July 1, 2025.**

Bids will be considered, and the contract awarded in accordance with statutes governing such contracts under Massachusetts General Laws Chapter 30 § 39M.

All bids shall be accompanied by a Bid Bond in the amount of 5% of the bid.

This project is subject to the schedule of prevailing wage rates as determined by the Commissioner of the Massachusetts Department of Labor and Workforce Development, and the Division of Occupational Safety.

This project has an MBE/WBE participation goal of **6%** for the work performed under this Contract.

All Contractors and Subcontractors working on the Railroad Right-of-Way (RoW) must have an approved Drug and Alcohol testing plan in compliance with all statutes and regulations administered by the Federal Railroad Administration (FRA) in implementing the required 49 CFR Part 219 Drug and Alcohol Program. Contractors are required to submit their approved Drug and Alcohol Testing Program along with their bids.

Bidders must be prequalified by the MBTA in Class 1 – General Transit Construction, and/or in Class 3 – Trackwork for a \$1.32 million contract value. Bidders must be registered with COMMBUYS in order to bid on this project.

Bidders must provide a list of projects of similar size and scope and references for three of those projects as identified in the Bid Form section of the Contract Documents. Any subcontractors used on this project are to be submitted to MassDOT for approval.

### **Pre-Bid Meeting**

The Pre-Bid Meeting will be on **Wednesday, June 18, 2025 at 10:00 AM at the Hardwick Municipal Office Building located at 307 Main St., Hardwick, MA 01031.** A site inspection or inspections will be scheduled and conducted starting immediately following the pre-bid meeting.

**Attendance at both the pre-bid meeting and site inspection is mandatory for all prospective bidders.**

**All attendees accessing Railroad RoW must have the proper Personal Protection Equipment (PPE) required by MCER including reflective vest, hardhat, safety glasses and safety toed boots.**

### **Bid Documents**

Bid Documents will be posted on [www.commbuys.com](http://www.commbuys.com). Electronic versions of the Contract Documents are only available through the COMMBUYS website. The Contract Plans and Specifications will be available on or about Wednesday, June 11, 2025 after 2:00PM EDT.

Additional electronic copies may be made available at the Pre-Bid Meeting.

### **Bid Questions**

Questions from prospective bidders concerning the Bid Package are due by **4:00 pm on Monday, June 23, 2025.** Contractor Questions must be submitted through Contractor portal on COMMBUYS for this project. Any questions received after this time will not be considered for review. It is requested that prospective bidder questions also be sent via email to: [Chalita.Belfield@dot.state.ma.us](mailto:Chalita.Belfield@dot.state.ma.us) and cc'd to [Edward.Pontes@jacobs.com](mailto:Edward.Pontes@jacobs.com). MassDOT and Owner's Consultants will provide answers to questions **by 4:00 PM on Thursday, June 26, 2025.**

### **Successful Bidder**

Successful Bidder will be the lowest responsible and eligible bidder as determined by MassDOT based on ability to complete the entire Ware River Secondary Culvert Replacements at MP 19.84 & MP 19.96 project by **Monday, September 30, 2025,** as described in the Project Description and Scope of Work sections of the bid documents.

MassDOT Rail & Transit Division reserves the right to reject any or all Bids, to delete any Bid Items from the Contract or proceed to do any of the work otherwise, as may be deemed to be in the best interest of MassDOT.

**END OF SECTION**

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**FY 2025-2026 CAPITAL IMPROVEMENT PROGRAM****WARE RIVER SECONDARY  
CULVERT REPLACEMENTS AT MP 19.84 & MP 19.96  
IN GILBERTVILLE, MA****PROJECT DESCRIPTION**

The Project work consists of the removal and disposal of the existing twin 8” diameter corrugated metal pipes and furnishing and installation of a 24” Class V reinforced concrete pipe (RCP) culvert with precast wingwall, driven steel sheeting support wall and appurtenances at MP 19.84 in Gilbertville, MA. The project also involves removal and disposal of the existing 36” x 36” stone box culvert at MP 19.96 and the furnishing and installation of a 48” Class V reinforced concrete pipe (RCP) culvert, precast concrete wingwalls and appurtenances at MP 19.96 in Gilbertville, MA.

The Ware River Secondary Track is owned by the Commonwealth of Massachusetts Department of Transportation (MassDOT or Owner) and is inspected, operated and maintained by Massachusetts Central Railroad, LLC (MCER or Railroad) under contract. The Ware River Secondary Track currently operates at speeds vary from 10 to 30 MPH.

This work includes, but is not limited to: installation and removal of any Contractor required temporary shoring and excavation support; installation of erosion control system; construction of coffer dams, water diversion and temporary work area dewatering systems; removal and stockpiling of existing track (for re-installation) if required by Contractor means and methods; excavating/stockpiling and wasting of excavated material along railroad right-of-way; removal and disposal of existing culvert; placement/preparing crushed stone base; design, furnish and installation of new RCP Class V culverts, installation of precast concrete wingwalls and driven steel sheeting support wall; backfill and compaction of culverts; grading; preparation of subgrade and ballast; re-installing previously removed track material if required by Contractor’s means and methods; ballast and tamping and clean-up of materials.

The work sequence includes, but is not limited to:

1. Perform pre-construction survey.
2. Furnish, install and maintain erosion control measures and maintain and replace protection items.
3. Furnish, install and maintain coffer dams, temporary dewatering systems, and diversion pumps.
4. Remove and stockpile existing track for re-installation (if required by the Contractor’s excavation means and methods).
5. Remove and dispose of existing twin corrugated metal pipes culvert at MP 19.84 and existing stone box culvert at MP 19.96.
6. Excavate, stockpile for reinstall and/or and waste excavated track bed and subgrade material along railroad right-of-way at a designated location as identified in the field during excavation by the MassCentral Railroad Inspector.
7. Remove and stockpile all existing rip rap stone for reuse at both culvert locations.
8. Furnish and install compacted crushed stone bedding course on undisturbed substrate for culverts.
9. Furnish and install new 24” RCP Class V culvert, with precast concrete wingwall and driven steel sheeting support wall at MP 19.84
10. Furnish and install new 48” RCP Class V culvert, with precast concrete wingwalls at MP 19.96.
11. Backfill and compact new culverts.
12. Backfill and fine grade embankments.

13. Furnish and install and tamp track ballast.
14. Reinstall track previously removed as part of excavation (if required by the Contractor's excavation means and methods), install ballast, and surface replacement of the impacted track areas.
15. Ballast, surface, line and tamp the existing and reconstructed track areas.
16. Restore any disturbed adjacent surface ground areas adjacent to the culvert excavation areas to match pre-disturbed conditions.
17. Remove coffer dams, temporary dewatering systems, and erosion control measures.
18. Furnish, install and compact rip rap stone pads at new culvert ends and stone revetment protection along the embankment toe of slopes to limits as shown in the plans
19. Restore and clean up materials from railroad right-of-way and any access areas disturbed during construction activities.
20. Perform as built survey.

Contractor shall coordinate work windows and train moves with MassCentral Railroad directly.

Contractor shall submit a Construction Schedule, Traffic Management Plans and Sequencing Plans to Owner and Railroad for review and approval before commencing work.

## END OF SECTION

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**FY 2025-2026 CAPITAL IMPROVEMENT PROGRAM****WARE RIVER SECONDARY  
CULVERT REPLACEMENTS AT MP 19.84 & MP 19.96  
IN GILBERTVILLE, MA****SCOPE OF WORK**

The Scope of Work for this Project is to remove and replace one existing railroad culvert located at Mile Post 19.84 and remove and replace another existing railroad culvert located at Mile Post 19.96 on the Ware River Secondary Track in Gilbertville, MA. This list has been compiled to provide Contractor with an order of magnitude work scope and to attempt to describe the complexity of the work required. Contractor is advised that it is the sole responsibility of Contractor to perform all the work in conformance with the Contract Documents and to satisfactorily complete the work on time and to the standards of MassDOT (Owner) and pursuant to the direction of MCER (Railroad).

**A. Environmental**

- a. Contractor shall be aware that the work area for this project includes adjacent natural river and waterbodies to be suitably protected under the US Clean Water Act (33 USC 1251). A Section 401 Water Quality Certification (WQC) BRP WW 10 permit application (Authorization No. WW10-000092) has been filed with the Massachusetts Department of Environmental Protection (MassDEP) and a Self Verification Notification (SVN) under Massachusetts General Permit has been filed with the Department of the Army, US Army Corps of Engineers, New England District.
- b. Contractor will be responsible for any, and all, permitting conditions and/or requirements stipulated upon issuance of the Section 401 Water Quality Certificate permit by the Massachusetts Department of Environmental Protection and the Self Verification Notification (SVN) General Permit by the Department of the Army, US Army Corps of Engineers, New England District.
- c. Contractor shall obtain the services of a qualified Society of Wetland Scientist, Certified Professional Wetland Scientist (PWS). All water resource protection work shall be observed and supervised by the PWS. The PWS shall be on site as necessary to verify water resource protection efforts; coffer dam installation and removal; temporary dewatering method installation and removal; erosion control installation and removal; and shoreline restoration work meets the requirements of the Contract Documents and in accordance with the conditions of the permits. Contractor shall comply with all recommendations of the PWS.

**B. Pre-Construction Survey**

- a. Contractor is responsible for performing a pre-construction site survey, to be reviewed and approved by Engineer, to determine horizontal and vertical alignment of the existing track structure at the locations of the culverts to be removed and at the locations of the new culverts to be installed. The survey must include existing track alignment and profile; limits of culverts, with existing invert elevations; and verification of dimensions and material types. The survey shall include topo, including pipe invert elevations at ends of the culverts, of the existing track features within the work limits, and wetland flag locations. Contractor shall submit to Engineer a survey plan and CAD files for review and approval by Owner and Railroad.

- b. Contractor shall coordinate with Mass Central Railroad (MCER) to schedule the necessary ROW access for the pre-construction survey.

**C. Furnish and Install Erosion Control, Stream Diversion, Dewatering and Cofferdams**

- a. Contractor is responsible for any, and all, permitting conditions and/or requirements stipulated within the project environmental permit.
- b. Contractor shall submit a detailed plan of the temporary culvert flow dewatering and erosion/sedimentation controls for both culvert replacement locations to the Railroad/Owner's Engineer for approval prior to the start of any work.
- c. Prior to the start of work, Contractor shall furnish and install all erosion and sedimentation control devices in accordance with the Contract Plans, Scope of Work, Technical Specifications, Special Conditions and all Federal and State DEP Regulations.
- d. Contractor shall install coffer dams in accordance with the Contract Plans, Scope of Work, Technical Specifications, and Special Conditions on the inlet and outlet ends of the existing culvert crossing at MP 19.84 and at the existing culvert crossing at MP 19.96.
- e. The temporary pump dewatering systems shall be designed and installed to accommodate construction of the work as shown in the Plans.
- f. Contractor shall coordinate with MCER for access to the site on the Railroad Right-of-Way.

**D. Removal, Storage and Reinstallation of Existing Jointed Track**

- a. Contractor shall optionally remove, store and reinstall a segment of the existing track rail, ties, and other track materials as needed to facilitate the removal and replacement of the existing culvert in accordance with the plans, permitting conditions and/or requirements stipulated within the project environmental permit.

**E. Excavation, Stockpile for Reinstall and/or Waste Trackbed and Subgrade Material for Removal and Replacement of the Existing Culvert at MP 19.84 & 19.96**

- a. The limits of excavation for culvert replacement are shown on the Contract Plans. Excavation within the limits of disturbance shown in plan shall be accomplished in accordance with the Contract Plans, Scope of Work, Technical Specifications, and Special Conditions and stockpiled separately from other excavated materials.
- b. The excavated track bed material is to be reused and any excess material will be disposed of along the Railroad Right-of-Way within five (5) miles of the work site at a location(s) designated by the Engineer.

**F. Remove and Dispose Existing Culverts at MP 19.84 and MP 19.96**

- a. Contractor shall remove and properly dispose of the existing culvert in its entirety, including the existing wood retaining wall and tie pad for legal offsite disposal. Contractor shall then grade, compact and prepare the subbase soil layer for installation of the bedding stone and the new replacement culvert installation in accordance with the Contract Plans, Scope of Work, Technical Specifications, and Special Conditions.

**G. Furnish and Install New RCP Class V Culvert and Precast concrete Wingwalls at MP 19.84 and at MP 19.96**

- a. Contractor shall prepare crushed stone pipe bedding in accordance with the Contract Plans, Scope of Work, Technical Specifications, and Special Conditions.
- b. Contractor shall produce design shop drawings for review and approval, furnish and install the proposed wingwalls, the permanent driven steel sheeting support wall and culvert pipes, backfill and compact the pipe and wingwalls and steel support wall using stockpiled material from the excavation.
- c. Contractor shall restore disturbed embankment and adjacent protected edges where filter tubes are to be temporarily installed per contract documents to the limits as indicated on the drawings.
- d. Contractor shall remove dewatering equipment and coffer dams after culvert installations have been completed and accepted by MassDOT.
- e. The excavated subgrade area for the replaced track ballast shall be thoroughly compacted per the Technical Specifications before installation of any ballast section.
- f. Disturbed track bed is to be flooded with ballast and surfaced lined and tamped in accordance with the Technical Specifications.
- g. All ballast shall be property regulated even with the top of ties and broomed so that no ballast remains on the top of the ties, base of rail and plates. Shoulders are to be graded in accordance with the Contract Plans, Scope of Work, Technical Specifications, and Special Conditions.

**H. Backfill and Compaction**

- a. Contractor shall backfill areas within the limits of work with materials and compaction in accordance with the Contract Plans and Technical Specifications.
- b. Contractor shall restore disturbed embankment and adjacent areas per Contract Documents to the limits indicated by the contours indicated on the Contract Plans and as directed by the on-site Professional Wetland Scientist (PWS).

**I. Furnish, Install and Compact in Place the Rip Rap Stone Pads at Culvert Ends and Stone Slope Protection along Embankment Slopes**

- a. Contractor shall install the rip rap stone pads at the new pipe ends within the limits of work with materials and compaction in accordance with the Contract Plans and Technical Specifications.
- b. Contractor shall install stone slope embankment protection along the restored embankment toe of slope line; during dry conditions only, per Contract Documents to the limits indicated by the stone placement limits as is graphically indicated on the Contract Plans and as directed by the Engineer and per acceptance of the on-site Professional Wetland Scientist.

**J. Reinstall Track, Ties and Reinstall and Tamp Ballast**

- a. Contractor shall reinstall the ballast, ties and track to the accepted inspection and approval of the Engineer within the limits of work with materials and acceptable methods in accordance with the Technical Specifications of Mass Central Railroad.

**K. Removal of Cofferdams, Temporary Dewatering and Erosion Control Measures**

- a. Contractor shall remove coffer dams and dewatering system equipment after the replacement culverts have been installed and inspected by the Railroad/Owner and then opened to flow.
- b. Contractor shall remove all erosion control measures at the direction of and following final inspection of the completed project by the Engineer and the Professional Wetland Scientist.

**L. As-Built Condition Survey**

- A. Contractor shall perform an as-built condition site survey, to be reviewed and approved by Engineer, to determine final horizontal and vertical alignment of the track structure at the locations of the newly installed replacement culverts. The survey must include: existing track alignment and profile; limits of wingwalls and sheet pile wall, and also show both the existing and new culverts, with invert elevations in this as-built survey. This survey shall include topo, including contour elevations from the edges of the track and throughout the limits of the rework area within the work limits, and the limits of restored ground surface edges adjacent to the limits of work. Contractor shall submit to the Engineer a survey plan and CAD files for review and approval by the Railroad and Owner.
- B. The survey data shall be obtained by Global Positioning Survey (GPS) and certified by a Professional Land Surveyor registered in Massachusetts.
- C. A complete digital base plan shall be provided in AutoCAD DWG format Release 2018 or later on a Compact Disk (CD) or portable USB drive, properly referenced to the coordinate system established in the contract. The following standards shall be applicable:

**Required Equipment for the Project**

- D. Contractor will be required to utilize, at a minimum, the following pieces of equipment (with qualified operators) in the culvert replacement and installation process:
  - (1) - Hi-Rail Excavator
  - (1) to (2) - Hi-Rail Dump Trucks
  - (1) - Hi-Rail Grapple Truck
  - (1) - Tamper
  - (1) – Rail Flat Car for Transporting Critical Equipment as needed
  - (2) – Sump Pumps and Hose Runs
- E. In addition, at least one qualified mechanic properly outfitted with fluids, parts, tools and emergency spill kits will be on site at all times during construction.

**CONTRACTOR WILL BE RESPONSIBLE FOR THE REMOVAL OF ALL TRASH, PACKAGING MATERIALS, EXTRACTED PIPE SILTS AND SEDIMENTS, CONSTRUCTION DEBRIS AND ALL OTHER PROJECT-RELATED EQUIPMENT AND SUPPLIES FROM THE RIGHT-OF-WAY AND ADJACENT AREAS AT THE COMPLETION OF THE PROJECT WORK.**

**END OF SECTION**

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**FY 2025-2026 CAPITAL IMPROVEMENT PROGRAM****WARE RIVER SECONDARY  
CULVERT REPLACEMENTS AT MP 19.84 & MP 19.96  
IN GILBERTVILLE, MA****PROJECT BID SCHEDULE**

Bids for the Ware River Secondary Culvert Replacements located at MP 19.84 and MP 19.96 will be accepted by MassDOT Rail and Transit Division electronically through the internet using COMMBUYS until **2:00 PM, Tuesday, July 1, 2025.**

**Bidders must have, or register for, a COMMBUYS account in order to bid on this project. If Bidders are not currently registered with COMMBUYS, it is recommended that Contractor register with COMMBUYS at least seven-days prior to the scheduled bid opening.**

Bid Documents will be posted on [www.commbuys.com](http://www.commbuys.com). Electronic versions of the Contract Documents are only available through the COMMBUYS website. Contract Plans and Specifications will be available on COMMBUYS on or about Wednesday, June 11, 2025.

A Pre-Bid Meeting and Site Inspection are scheduled for **Wednesday, June 18, 2025 at 10:00 AM.** A short meeting will be held at the Hardwick Municipal Office Building located at 307 Main St., Hardwick, MA 01031. A site tour of the culvert crossings will be conducted by Owner, Owner's Consultants and MCER staff immediately following the meeting.

**Attendance at both the pre-bid meeting and on-site inspection is mandatory for all prospective bidders. All attendees who will be accessing Railroad R-O-W must have the proper Personal Protection Equipment (PPE) required by MCER including reflective vest, hardhat, safety glasses and safety toed boots.**

Questions from prospective bidders concerning the Bid Package are due by **4:00 pm on Monday, June 23, 2025.** Contractor Questions must be submitted through Contractor portal on COMMBUYS for this project. Any questions received after this time will not be considered for review. It is requested that prospective bidder questions also be sent via email to: [Chalita.Belfield@dot.state.ma.us](mailto:Chalita.Belfield@dot.state.ma.us) and cc'd to [Edward.Pontes@jacobs.com](mailto:Edward.Pontes@jacobs.com). MassDOT and Owner's Consultants will provide answers to questions **by 4:00 PM on Thursday June 26, 2025.**

The apparent successful bidder will receive notification of their status on **Thursday, July 3, 2025,** and pending approval by Owner, Notice to Proceed (NTP) would be anticipated by **Friday, July 25, 2025.** The construction work for the culvert replacements located at MP 19.84 and at MP 19.96 on the Ware River Secondary in Gilbertville, MA must be substantially completed by Tuesday, **September 30, 2025.**

Culvert Crossings on the Ware River Secondary are located at:

- Gilbertville, Massachusetts – MP 19.84
- Gilbertville, Massachusetts – MP 19.96

Contractors are reminded that the Ware River Secondary is an active freight rail corridor. Train Operations are dictated by MCER & CSX freight trains and customer needs. Every effort will be made by Railroad to accommodate Contractor in accessing the sites to perform the work. Contractor should refer to the Train Operation Schedule and available work window information.

Please note the production and equipment requirements specified in the Scope of Work as these have a direct effect on meeting the project schedule. In addition, please note that there are track materials which will need to be supplied by Contractor as part of this project. Material requirements are included as part of the full set of Bid Documents.

**END OF SECTION**

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**FY 2025-2026 CAPITAL IMPROVEMENT PROGRAM****WARE RIVER SECONDARY  
CULVERT REPLACEMENTS AT MP 19.84 & MP 19.96  
IN GILBERTVILLE, MA****BID FORM**

The undersigned, identified as Bidder, declares that Bidder has carefully reviewed and examined the Contract Documents including Notice to Bidders, Project Description, Scope of Work, Project Bid Schedule, Bid Form, MBE or WBE Participation and Letter of Intent Documents, Change Order Form, Train Operations Schedule, Technical Specifications, Special Conditions, Track Charts, General Conditions, Schedule of Prevailing Wage Rates, Supplemental Conditions, Roadway Worker Protection Manual and On-Track Safety Program for Massachusetts Central Railroad, MCER procedures for the Installation, Adjustment, Maintenance and Inspection of CWR, Contract Plans and other supporting documents (including Addenda thereto), and that Bidder has examined the site(s) upon which the Project Work is to be performed.

After review of all Contract Documents and attesting to understanding and acceptance of same, the undersigned Bidder proposes to furnish all necessary labor, materials (other than those materials stipulated in the Special Conditions as being furnished by Owner), equipment, machinery and tools required to complete the Work as described and specified in the Contract Documents. Bidder understands and agrees that current prevailing wage rates are to be paid in accordance with applicable laws, the Contract General Conditions, and as set forth in this Bid Form.

The undersigned agrees, if awarded the Contract, to substantially complete the Work for the Ware Secondary Culverts Replacements at MP 19.84 & MP 19.96 by **September 30, 2025**.

This proposal includes a Bid Deposit in the amount of 5% of the Total Amount of Bid identified herein.

In submitting this Bid, Bidder represents that:

1. Bidder has examined copies of all the Contract Documents, including the Addenda thereto:
2. Bidder has examined the site and locality where the Work is to be performed, the legal requirements (federal, state, and local laws, ordinances, rules, and regulations) and the conditions affecting cost, progress, or performance of the Work, and has made such independent investigations as Bidder deems necessary to complete this Bid and carry out the Work in accordance therewith.
3. The Bid is based on the prevailing wage rates identified for the Work to be performed as set forth in the Contract Documents, and as required by applicable laws.
4. This Bid is genuine and not made in the interest or on behalf of any undisclosed person, firm, or corporation; the Bid is not submitted in conformity with any agreement of rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for Bidder any advantage over any other Bidder.

The undersigned further agrees to perform the Work in its entirety in accordance with the Contract Documents within the prescribed time, and to the total and complete satisfaction of Owner (in consultation with their Authorized Representatives), at the identified Unit Prices and Lump Sum Amounts as set forth below:

**1. Pre-Construction Survey and As-Built Plans**

Bid price to complete all pre-construction survey, survey plans and As-Built plans necessary for the work associated with the Ware Secondary Culvert Replacements in accordance with the Scope of Work, Technical Specifications, Special Conditions, General Conditions, MassDOT MW-1 and AREMA Standards.

Pre-Construction Survey and As-Built Plans

Lump Sum Price Bid Item #1 \_\_\_\_\_ ( \_\_\_\_\_ ).  
Written in Words In Figures

**2. Furnish/Install/Maintain and Removal of Erosion Control Measures**

Bid price to furnish, deliver, install, maintain and remove new, silt fence and straw bale or compost filter tubes, and other erosion control measures. Bid price also includes measures to protect and maintaining the adjacent wetland areas. All work shall be in accordance with the Contract Plans, Scope of Work, Technical Specifications, Special Conditions and AREMA Standards. Price is to include all labor, material, equipment, machinery and tools necessary to furnish/install/maintain and removal of erosion control measures and protect wetland and embankment areas, and for all other incidentals required to finish the work, complete and accepted by Engineer.

Clearing and Grubbing shall be considered incidental to Bid item #2.

Furnish/Install/Maintain and Removal of Erosion Control Measures

Lump Sum Price Bid Item #2 \_\_\_\_\_ ( \_\_\_\_\_ ).  
Written in Words In Figures

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**3. Design, Furnish, Install, Maintain and Removal of Cofferdams and Temporary Dewatering and Diversion Pump Systems**

Bid price to design, furnish, install, maintain and remove coffer dams, and temporary dewatering systems in accordance with the Contract Plans, Scope of Work, Technical Specifications, Special Conditions and all Federal and State DEP Regulations. Bid price shall include design and submittal of proposed plans for coffer dams and temporary dewatering systems, and all labor, materials, equipment, machinery and tools necessary to furnish/install/maintain/remove coffer dams and dewatering systems, and for all other incidentals required to finish the work, complete and accepted by Engineer.

**Design, Furnish, Install, Maintain, and Remove Cofferdams and Temporary Dewatering and Diversion Pump System**

Lump Sum Price Bid Item #3 \_\_\_\_\_ ( \_\_\_\_\_ ).  
Written in Words In Figures

**4. Removal, Storage and Reinstallation of Existing Jointed Track**

Bid Price to remove, store, and reinstall existing rail, ties and other track material as needed to facilitate the removal and installation of the culvert, including: preparation of the track bed; and reinstallation of the ties, rail and other track material, and all incidental work necessary to reinstall the track in accordance with the Scope of Work, Technical Specifications, Special Conditions, General Conditions, MassDOT MW-1 and AREMA Standards. Bid Price shall include all labor, material, equipment, machinery and tools necessary for to remove, store and reinstall track to the pre-construction line and grade, and for all other incidentals required to finish the work, complete and accepted by Engineer.

**Removal, Storage and Reinstallation of Existing Jointed Track**

Lump Sum Price Bid Item #4 \_\_\_\_\_ ( \_\_\_\_\_ ).  
Written in Words In Figures

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**5. Excavate, Stockpile, and Reinstall or Waste Up to 600 Cubic Yards (CY) Existing Trackbed and Subgrade Material at Locations of the New Culverts**

Bid price to excavate, stockpile, and reinstall or waste existing track ballast, trackbed and subgrade material at the locations of the new RCP culverts as shown on the Contract Plans and as specified in the Scope of Work, Technical Specifications, and Special Conditions. Bid Price shall include all labor, material, equipment, machinery and tools necessary for the excavation, stockpiling, and reinstallation or wasting of existing track ballast, trackbed and subgrade material, and for all other incidentals required to finish the work, complete and accepted by Engineer.

Excavate, Stockpile, and Reinstall or Waste Existing Trackbed and Subgrade material

Unit Price (per CY of Excavation) \_\_\_\_\_ (\_\_\_\_\_  
Written in Words In Figures

Total Price Bid Item #5 (Unit Price X 600) \_\_\_\_\_ (\_\_\_\_\_  
Written in Words In Figures

**6. Removal and Disposal of Existing Culverts at MP 19.84 and MP 19.96**

Bid Price to include excavation of overburden material and the removal, transportation and disposal of existing 8” twin corrugated metal pipes culvert at MP 19.84 and also the 36” square stone box culvert structure at MP 19.96 in accordance with the Contract Plans, Scope of Work, Technical Specifications, Special Conditions, and MassDOT MW-1. Bid Price shall include all labor, material, equipment, machinery and tools necessary for to remove and dispose of existing culvert structure as necessary, remove and legally dispose of the internal pipe sediments (if any), and for all other incidentals required to finish the work, complete and accepted by Engineer.

Removal and Disposal of Existing Culverts at MP 19.84 and at MP 19.96

Lump Sum Price Bid Item #6 \_\_\_\_\_ (\_\_\_\_\_  
Written in Words In Figures

**(Remainder of Page Intentionally Left Blank)**

**7. Furnish and Install up to 100 Tons (TON) of ¾” Crushed Stone Base for Culverts**

Bid price to furnish, deliver, install, grade and compact up to 100 TON of ¾” crushed stone base course on existing undisturbed subsoils to provide the bedding for the new reinforced concrete pipe culvert as shown on the Contract Plans. Furnish and install crushed stone base shall be in accordance with the Scope of Work, Technical Specifications, Special Conditions, General Conditions, MassDOT MW-1 and AREMA Standards. Bid price shall include all labor, material, equipment, machinery and tools necessary to furnish, install, grade and compact new crushed stone base, and for all other incidentals required to finish the work, complete and accepted by Engineer.

Furnish and Install ¾” Crushed Stone Base

Unit Price (per TON) \_\_\_\_\_ ( \_\_\_\_\_ ).  
Written in Words In Figures

Total Price Bid Item #7 (Unit Price X 100) \_\_\_\_\_ ( \_\_\_\_\_ ).  
Written in Words In Figures

**8. Furnish and Install 29 Linear Feet (LF) of New 24 Inch Class V Reinforced Concrete Pipe (RCP) Culvert and 1 Each (EA) Precast Concrete Headwall/Wingwall**

Bid Price to include furnishing and installation of the new 24-inch Class V RCP culvert and 1 precast concrete headwall/wingwall complete at MP 19.84, including backfill and compaction of re-usable excavated material or gravel borrow. Installation of 24” RCP culvert and 1 headwall/wingwall shall be in accordance with the Contract Plans, Scope of Work, Technical Specifications, Special Conditions, MassDOT MW-1 and AREMA Standards. Bid Price shall include all labor, material, transportation, equipment, machinery and tools necessary to furnish and install 24” Class V RCP culvert with 1 headwall/wingwall, including backfill and compaction of re-usable excavated material or gravel borrow and for all other incidentals required to finish work, complete and accepted by Engineer.

Furnish and Install 29 LF of New 48 Inch Class V RCP Culvert and 1 EA Precast Concrete Headwall/Wingwall

Unit Price (per LF RCP Culvert) \_\_\_\_\_ ( \_\_\_\_\_ ).  
Written in Words In Figures

Subtotal RCP (Unit Price X 29) \_\_\_\_\_ ( \_\_\_\_\_ ).  
Written in Words In Figures

Unit Price (per EA Headwall/Wingwall) \_\_\_\_\_ ( \_\_\_\_\_ ).  
Written in Words In Figures

Subtotal Headwall/Wingwalls (Unit Price X 1) \_\_\_\_\_ ( \_\_\_\_\_ ).  
Written in Words In Figures

Total Lump Sum Price Bid Item #8 \_\_\_\_\_ ( \_\_\_\_\_ ).  
Written in Words In Figures

**9. Furnish and Install 34 Linear Feet (LF) of New 24 Inch Class V Reinforced Concrete Pipe (RCP) Culvert and 2 Each (EA) Precast Concrete Wingwalls**

Bid Price to include furnishing and installation of the new 48-inch Class V RCP culvert and 2 precast concrete headwalls/wingwalls at MP 19.96, including backfill and compaction of re-usable excavated material or gravel borrow. Installation of 48” RCP culvert and 2 headwalls/wingwalls complete shall be in accordance with the Contract Plans, Scope of Work, Technical Specifications, Special Conditions, MassDOT MW-1 and AREMA Standards. Bid Price shall include all labor, material, transportation, equipment, machinery and tools necessary to furnish and install 48” Class V RCP culvert with 2 headwalls/wingwalls, including backfill and compaction of re-usable excavated material or gravel borrow and for all other incidentals required to finish work, complete and accepted by the Engineer.

**Furnish and Install 34 LF of New 48 Inch Class V RCP Culvert and 2 EA Precast Concrete Headwalls/Wingwalls**

Unit Price (per LF RCP Culvert) \_\_\_\_\_ (\_\_\_\_\_).  
Written in Words In Figures

Subtotal RCP (Unit Price X 34) \_\_\_\_\_ (\_\_\_\_\_).  
Written in Words In Figures

Unit Price (per EA Headwall/Wingwall) \_\_\_\_\_ (\_\_\_\_\_).  
Written in Words In Figures

Subtotal Headwalls/Wingwalls (Unit Price X 2) \_\_\_\_\_ (\_\_\_\_\_).  
Written in Words In Figures

Total Lump Sum Price Bid Item #9 \_\_\_\_\_ (\_\_\_\_\_).  
Written in Words In Figures

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**10. Furnish and Install 50 (LF) of 25 foot deep Steel Sheeting for Permanent Culvert Support Wall**

The purpose of this Bid Item is to identify the need to install permanent driven interlocking steel sheeting to both support the discharge end of the new 24” RCP pipe culvert at MP 19.84 and to allow for the restoration of the full width shoulder and embankment slope on this side of the track. It shall be designed by the contractor’s structural engineer and shall be reviewed and approved by the Owner’s Engineer for acceptance prior to installation. The cost of the contractor design shall be included in this Lump Sum price for this item. The installation of this steel sheeting as shown in the Contract Plans and as described in the Scope of work and Contract documents shall be completed to the inspection and approval of the Owner’s Engineer.

Bid price to furnish and install up to 50 feet in the configuration shown in the contract plans as directed by the Owner’s representative or Railroad in the field. Steel Sheeting installation shall be as specified in MassDOT Standard Technical and Material Specifications. Bid price shall include all labor, material, equipment, machinery and tools necessary to install the interlocking steel sheeting, torch cutting to accommodate the 24inch diameter pipe opening in the steel and for all other incidentals required to finish the work, complete and accepted by Engineer.

**Bid Price to Furnish and Install driven Interlocking Steel Sheeting**

Furnish and Install interlocking steel sheeting

Unit Price (per LF Steel Sheeting) \_\_\_\_\_ ( \_\_\_\_\_ ).  
Written in Words In Figures

Total LS Price Bid Item #10

Up to (Unit Price X 50) \_\_\_\_\_ ( \_\_\_\_\_ ).  
Written in Words In Figures

**(Remainder of Page Intentionally Left Blank)**

**11. Furnish, Deliver, Install and Compact Up to 60 Tons (TON) Armored Stone**

Bid price to furnish, deliver and install up to 60 TON of armored stone at culvert ends and along embankment slopes as specified in the Scope of Work, Technical Specifications and Special Conditions. Bid Price shall include all labor, material, transportation, equipment, machinery and tools necessary to furnish/install and compact new rip rap at culvert ends, and for all other incidentals required to finish the work, complete and accepted by Engineer.

Furnish, Deliver, Install and Compact Up to 60 Tons (TON) Armored Stone

Unit Price (per TON) \_\_\_\_\_ ( \_\_\_\_\_ ).  
Written in Words In Figures

Total Price Bid Item #11 (Unit Price X 60) \_\_\_\_\_ ( \_\_\_\_\_ ).  
Written in Words In Figures

**12. Furnish and Install (F&I) up to an Additional 200 Tons (TON) New Stone Ballast**

The purpose of this **Bid Item is to meet any possible additional stone ballast requirements beyond the quantity that is temporarily removed and stockpiled by the contractor as is specified in the Scope of Work and Contract Plans** or otherwise stated in the Contract Bid Documents. The installation of stone ballast as shown in the Contract Plans shall meet the final inspected acceptance of the Railroad and the Owner’s Engineer.

Bid price to furnish, deliver, distribute and install up to 200 TON of additional new AREMA #4 stone ballast as directed by the Owner’s representative or Railroad in the field. Ballast installation shall be as specified in the Scope of Work, Technical Specifications and Special Conditions, General Conditions, MassDOT MW-1 and AREMA Standards. Bid price shall include all labor, material, equipment, machinery and tools necessary to Furnish and Install additional New Stone Ballast, and for all other incidentals required to finish the work, complete and accepted by Engineer.

Bid Price to Furnish and Install (F&I) Additional New Stone Ballast

Unit Price (per TON Ballast) \_\_\_\_\_ ( \_\_\_\_\_ ).  
Written in Words In Figures

Total Price Bid Item #12  
Up to (Unit Price X 200) \_\_\_\_\_ ( \_\_\_\_\_ ).  
Written in Words In Figures

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**13. Mobilization / Demobilization**

Bid Price to Mobilize equipment, material and labor resources as required to perform the Work at Ware River Secondary Culvert Replacements at MP 19.84 & MP 19.96 in accordance with the Contract Plans, Scope of Work, Technical Specifications, Special Conditions, MassDOT MW-1 and AREMA Standards. Bid Price to include demobilization of all Contractor resources upon completion of the Work.

(Note – Total mobilization/demobilization price must be less than 5% of the Contract Total Price)

Mobilization/Demobilization.

Lump Sum Price Bid Item #13 \_\_\_\_\_ ( \_\_\_\_\_ ).  
Written in Words In Figures

**14. Wetland Mitigation Replication**

Bid Price to include furnishing and installing wetland mitigation plantings in accordance with the Contract Plans, Scope of Work, Technical Specifications, Special Conditions and AREMA Standards. Bid price shall include all labor, material, equipment, machinery and tools necessary to furnish and install the wetland mitigation plantings in place in a stable fashion to assure resistance to tidal action and loss due to erosion, and for all other incidentals required to finish the work, complete and accepted by Engineer.

Furnish and Install Wetland Mitigation Replication

Lump Sum Price Bid Item #14 \_\_\_\_\_ ( \_\_\_\_\_ ).  
Written in Words In Figures

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**15. Risk Allowance**

This Risk Allowance of contingency funds which is included in this Contract is to reimburse Contractor for all services, personnel, labor, materials, and equipment necessary to address unforeseen issues on the project (if required). Contractor shall include this risk allowance cost in his/her bid proposal. Contractor will be compensated with an 8% markup on actual work performed and /or subcontractor work.

The use of this allowance is solely at the discretion of MassDOT Rail and Transit and will be authorized in writing only through execution of a Risk Reallocation. All Risk Reallocations will be processed in the same manner as Change Orders. All provisions contained in the Contract applicable to Change Orders shall also apply to Risk Reallocations.

MassDOT may at any time at its sole discretion unilaterally issue a Risk Reallocation or Change Order to Contractor for any purpose relating to work under this Contract, including without limitation to address any disagreement between the parties regarding the scope or cost of the work, or whether Contractor has performed in accordance with the requirements of the Contract. A unilaterally issued Risk Reallocation or Change Order need not include a consent or acknowledgement by Contractor. Contractor shall proceed immediately as directed in the unilaterally issued Risk Reallocation or Change Order without prejudice to its rights to assert claims for additional compensation or time.

Payment for work will be based upon Time & Material costs utilizing Contractor load rates for the actual work performed. Contractor shall submit receipted copies of itemized invoices for such work to MassDOT for payments. Once the Risk Reallocation or Change Order is approved Contractor will be able to invoice against the Risk Allowance Bid Item.

**(Note – Total Contractor markups are not to exceed 8%)**

Risk Allowance

Allowance Price Two-Hundred-Ten-Thousand Dollars max ( \$210,000.00 max ).  
Written in Words In Figures

Total Price Bid Item #15 Two-Hundred-Ten-Thousand Dollars max ( \$210,000.00 max ).  
Written in Words In Figures

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**The Total Amount of Bid based upon the Contract Documents and proposed Bid Item Unit Prices; Lump Sum Amounts; and Allowances is:**

**TOTAL AMOUNT OF BID** \_\_\_\_\_  
(Summation of Bid Items 1 – 15) Written in Words

**TOTAL AMOUNT OF BID** \_\_\_\_\_  
(Summation of Bid Items 1 – 15) Written in Figures

By submitting this Bid, Bidder specifically acknowledges that:

- (1) The quantities shown on this Bid Form are estimates only and will be used to determine the Total Amount Bid.
- (2) Owner reserves the right to reject any and all bids, or any bid item, to advertise for new proposals for the project, to waive technicalities as to form, or to proceed to do the work otherwise, as may be deemed in the best interest of Railroad and Owner. Nothing herein shall be construed as depriving Railroad of the right to reject any bid when such bid does not fully comply with the specifications for the project or the applicable bidding laws and regulations, or if Bidder is otherwise not qualified or eligible to receive award of the contract. A bid will be considered irregular and will be rejected if it is determined that any of the unit prices are materially unbalanced to the detriment of Railroad or Owner. Bidder will be required to justify in writing the price or prices bid for the work in question before Railroad determines whether to award the contract or reject the bid.
- (3) Bidder is prequalified by the MBTA in Class 1 – General Transit Construction, and/or in Class 3 – Trackwork for a \$1.32 million contract value as of the bid opening. Subcontractors are to be submitted for approval by MassDOT.
- (4) Subject to the reservations contained in the preceding paragraphs, the contract shall be awarded to the lowest responsible and eligible bidder. The “lowest responsible and eligible bidder” shall mean Bidder who submits a complete bid in accordance with the requirements of the Bid Documents, and whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work.
- (5) The Bid shall remain effective for a period of not less than ninety (90) days.

Bid submitted by \_\_\_\_\_  
Name of Bidder

Signed by \_\_\_\_\_  
Duly Authorized Representative of Bidder Date

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**Required Documents to be Submitted by Bidder**

Contractor bidding on this project must be experienced in construction projects involving work on and around an active railroad; railroad track construction; railroad tie replacement; raising, lining and surfacing of railroad track; and heavy civil and culvert construction work.

The following bonds, forms, certificates and additional documents must be provided and/or completed and submitted as part of this Bid Form and Contractor's Bid Package:

**A. Bonds**

1. Completed Bid Deposit in a form in compliance with Massachusetts General Laws Chapter 30 § 39M in the amount of 5% of the Total Bid Price

**B. Forms and Certifications**

1. Certificate of Non-Collusion
2. Certificate of Compliance with Massachusetts Employment Security Law
3. Certification of Work in Harmony and OSHA Training
4. Vote of Corporation; Authorized Signatory
5. Executive Order 481 – Certification
6. Certificate Regarding Wage Rates; Statement of Compliance
7. Bidder's current MBTA Prequalification Certificate for Class 1 – General Transit Construction; and/or Class 3 – Trackwork

**C. Additional Documents**

1. Preliminary Construction Schedule, including key benchmarks.
2. Approved Drug and Alcohol testing plan in compliance with all statutes and regulations administered by the Federal Railroad Administration (FRA) in implementing the required 49 CFR Part 219 Drug and Alcohol Program.
3. List of Equipment which will be used in the performance of the Work on the Grade Crossing Surface Program. Please include the following information:
  - Type of Equipment
  - Manufacturer
  - Model
  - Approximate Year
  - Approximate Hours
  - Operator Requirements

4. List of all work performed within the last three (3) years of similar size and scope, demonstrating Bidder's experience and ability to perform the work required for this project as identified in the Notice to Bidders and Project Description sections of the Bid Documents. Include the following information for each project:
  - Name of Project
  - Name of Client
  - Brief description of Project
  - Estimated Construction Cost of Project
  - Project Completion Date
  - Project Completed on Time?
  - Project Completed within Budget / Bid Price?
  - Identify any claims for extra costs, change orders, etc. associated with the Project, describe the basis for same, and specify whether the changes were approved by Owner.
  - Contact name, address, telephone number and email address for Owner's project manager.
5. List of all ongoing projects. Include the following information for each project:
  - Name of Project
  - Name of Client
  - Brief Description of Project
  - Estimated Construction Cost of Project
  - Project Commencement Date
  - Project Completion Date (estimated)
6. List of at least three (3) references from projects listed as part of paragraphs C.4 and C.5 above, including the following information:
  - Name of Contractor
  - Title and Description of Project(s) Performed By Contractor
  - Name and title of each Contractor's reference(s)
  - Address of reference
  - Phone number of reference
  - Email address of reference

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**FY 2025-2026 CAPITAL IMPROVEMENT PROGRAM**

**WARE RIVER SECONDARY  
CULVERT REPLACEMENTS AT MP 19.84 & MP 19.96  
IN GILBERTVILLE, MA**

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS: that we the undersigned,

\_\_\_\_\_

(Name of Contractor)

\_\_\_\_\_

(Address of Contractor)

a \_\_\_\_\_ hereinafter called Principal, and  
(Corporation, Partnership, or Individual)

\_\_\_\_\_

(Name of Surety)

\_\_\_\_\_

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

\_\_\_\_\_

(Name of Owner)

\_\_\_\_\_

(Address of Owner)

hereinafter called OWNER, in the penal sum of

\_\_\_\_\_ Dollars, (\$\_\_\_\_\_)

for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

WHEREAS, the Principal has submitted to \_\_\_\_\_ a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his or her faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other aspects perform the agreement created by the acceptance of said bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which OWNER may accept such BID and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Surety)

By: \_\_\_\_\_

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in the Commonwealth of Massachusetts.

IMPORTANT – An appropriate Power of Attorney, dated the same date as the BOND, and evidencing the authority of the Attorney-in-Fact to act on behalf of the corporation shall be attached to the BID BOND.

**FY 2025-2026 CAPITAL IMPROVEMENT PROGRAM**

**WARE RIVER SECONDARY  
CULVERT REPLACEMENTS AT MP 19.84 & MP 19.96  
IN GILBERTVILLE, MA**

**Certificate of Non-Collusion**

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.

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Signature of Authorized Signatory

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Name of Company

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Date

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**FY 2025-2026 CAPITAL IMPROVEMENT PROGRAM**

**WARE RIVER SECONDARY  
CULVERT REPLACEMENTS AT MP 19.84 & MP 19.96  
IN GILBERTVILLE, MA**

**Compliance with Massachusetts Employment Security Law**

In accordance with the provisions of Section 19A(b) of Chapter 151A of the Massachusetts General Laws,

I, \_\_\_\_\_  
\_\_\_\_\_,

[Name & Title]

signing on behalf of \_\_\_\_\_  
[Name of Company / Employer]

hereby certify that the aforementioned employer has complied with all employment security laws of the Commonwealth of Massachusetts relating to contributions and payments in lieu of contributions.

Signed under the pains and penalties of perjury this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Commission Expires

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**FY 2025-2026 CAPITAL IMPROVEMENT PROGRAM**

**WARE RIVER SECONDARY  
CULVERT REPLACEMENTS AT MP 19.84 & MP 19.96  
IN GILBERTVILLE, MA**

**Certification of Work in Harmony and OSHA Safety Training**

In accordance with the provisions of Massachusetts General Laws Chapter 30, Section 39S, the undersigned certifies under penalties of perjury:

- (1) that the company is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work;
- (2) 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 (OSHA) 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; and
- (3) that all employees to be employed in the work subject to the company’s bid have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration (OSHA) that is at least 10 hours in duration.

Any employee found on the worksite without documentation of successful completion of a course in construction safety and health approved by the United States Occupational Safety and Health Administration (OSHA) that is at least 10 hours in duration shall be subject to immediate removal. Contractor acknowledges that any and all subcontractors performing Work of any kind in connection with the project referenced above shall be bound by the requirements of M.G.L. Ch. 30, §39S and this certification.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date

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**FY 2025-2026 CAPITAL IMPROVEMENT PROGRAM**

**WARE RIVER SECONDARY  
CULVERT REPLACEMENTS AT MP 19.84 & MP 19.96  
IN GILBERTVILLE, MA**

**Vote of Corporation; Authorized Signatory**

At a meeting of the Board of Directors of \_\_\_\_\_  
[Name of Company]  
held on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, at which all the Directors were present or waived  
notice, it was VOTED, that, \_\_\_\_\_,  
[Name of Officer]  
elected \_\_\_\_\_ of this company be and hereby is authorized to execute contracts,  
[Title of Officer]  
bonds and other instruments in the name of and behalf of said company and affix its corporate seal  
thereto; and such execution by said \_\_\_\_\_ of any contract or other  
[Name of Officer]  
instrument or obligation in this company's name and on its behalf by such \_\_\_\_\_  
[Title of Officer]  
of the company under seal, shall be valid and binding upon this company.

**A True Copy Attest:**

Clerk  
\_\_\_\_\_  
[Signature]  
\_\_\_\_\_  
[Print Name & Title]  
\_\_\_\_\_  
[Business Address]  
\_\_\_\_\_  
[Date]

I, \_\_\_\_\_, hereby certify that I am the Clerk of \_\_\_\_\_  
[Name of Clerk] [Name of Company]  
and that \_\_\_\_\_ is the duly elected \_\_\_\_\_  
[Name of Officer] [Title of Officer]  
of said company, and that the above vote has not been amended or rescinded and remains in full force and  
effect as of this date.

\_\_\_\_\_  
Clerk [Corporate Seal]

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**FY 2025-2026 CAPITAL IMPROVEMENT PROGRAM**

**WARE RIVER SECONDARY  
CULVERT REPLACEMENTS AT MP 19.84 & MP 19.96  
IN GILBERTVILLE, MA**

**Executive Order 481**

**INSTRUCTIONS**

Executive Order 481 applies to all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established. As it is the policy of the Executive Branch to prohibit the use of undocumented workers in connection with the performance of state contracts, all contracts entered into after February 23, 2007 require that contractors, as a condition of receiving Commonwealth funds under any Executive Branch contract, make the following certification:

**CONTRACTOR CERTIFICATION**

As evidenced by the signature of the Contractor’s Authorized Signatory below, the Contractor certifies under the pains and penalties of perjury that the Contractor shall not knowingly use undocumented workers in connection with the performance of all Executive Branch contracts; that pursuant to federal requirements, the Contractor shall verify the immigration status of all workers assigned to such contracts without engaging in unlawful discrimination; and that the Contractor shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker(s). The Contractor understands and agrees that breach of any of these terms during the period of each contract may be regarded as a material breach, subjecting the Contractor to sanctions, including but not limited to monetary penalties, withholding of payments, contract suspension or termination.

_____	_____
Contractor Authorizing Signature	Date
_____	
Print Name	
_____	
Title	
_____	_____
Email	Telephone

The Contractor is required to sign this Certification only once and may provide a copy of the signed Certification for any contract executed with an Executive Branch Department. A copy of this signed Certification must be attached to the “record copy” of all contracts with this Contractor that are filed with the contracting Department.

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**FY 2025-2026 CAPITAL IMPROVEMENT PROGRAM**

**WARE RIVER SECONDARY  
CULVERT REPLACEMENTS AT MP 19.84 & MP 19.96  
IN GILBERTVILLE, MA**

**Wage Rates**

In accordance with the provisions of Massachusetts General Laws, Chapter 30, Section 39M and Chapter 149, Sections 26 to 27H, the undersigned certifies under penalties of perjury, that

\_\_\_\_\_  
Name of Company

shall comply with prevailing wage requirements as set forth in M.G.L. Chapter 149, Sections 26 to 27H.

Further, the undersigned acknowledges that he / she has read and understands the additional information pertaining to these requirements provided below, including the prevailing wage sheets, payroll certification statements, and payroll certification forms.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date

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## DOCUMENT 00860

**COMMONWEALTH OF MASSACHUSETTS PUBLIC EMPLOYMENT LAWS**

Revised February 20, 2019

The Contractor's attention is directed to Massachusetts General Laws, Chapter 149, Sections 26 through 27H, and 150A. This contract is considered to fall within the ambit of that law, which provides that in general, the Prevailing Rate or Total Rate must be paid to employees working on projects funded by the Commonwealth of Massachusetts or any political subdivision including Massachusetts Department of Transportation (MassDOT).

A Federal Aid project is also subject to the Federal Minimum Wage Rate law for construction. When comparing a state minimum wage rate, monitored by the Massachusetts Attorney General, versus federal minimum wage rate, monitored by the U.S. Department of Labor Wage and Hour Division, for a particular job classification the higher wage is at all times to be paid to the affected employee.

Every contractor or subcontractor engaged in this contract to which sections twenty-seven and twenty-seven A apply will 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 this contract, and the hours worked by, and the wages paid to, each such employee, and shall furnish to the MassDOT's Resident Engineer, on a weekly basis, a copy of said record, in a form approved by MassDOT and in accordance with M.G.L. c. 149, § 27B, signed by the employer or his/her authorized agent under the penalties of perjury.

Each such contractor or subcontractor shall preserve its payroll records for a period of three years from the date of completion of the contract.

The Prevailing Wage Rate generally includes the following:

Minimum Hourly Wage + Employer Contributions to Benefit Plans = Prevailing Wage Rate or Total Rate

Any employer who does not make contributions to Benefit Plans must pay the total Prevailing Wage Rate directly to the employee.

Any deduction from the Prevailing Wage Rate or Total Rate for contributions to benefit plans can only be for a Health & Welfare, Pension, or Supplementary Unemployment plan meeting the requirements of the Employee Retirement Income Security Act (ERISA) of 1974. The maximum allowable deduction for these benefits from the prevailing wage rate cannot be greater than the amount allowed by Executive Office of Labor (EOL) for the specified benefits. Any additional expense of providing benefits to the employees is to be borne by the employer and cannot be deducted from the Minimum Hourly Wage. If the employer's benefit expense is less than that so provided by EOL the difference will be paid directly to the employee. The rate established must be paid to all employees who perform work on the project.

When an employer makes deductions from the Minimum Hourly Wage for an employee's contribution to social security, state taxes, federal taxes, and/or other contribution programs, allowed by law, the employer shall furnish each employee a suitable pay slip, check stub or envelope notifying the employee of the amount of the deductions.

No contractor or subcontractor contracting for any part of the contract week shall require or permit any laborer or mechanic to be employed on such work in excess of forty hours in any workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of forty hours in such workweek, whichever is the greater number of overtime hours.

Apprentice Rates are permitted only when there is an Apprentice Agreement registered with the Massachusetts Division of Apprentice Training in accordance with M.G.L. c. 23, § 11E-11L.

The Prevailing Wage Rates issued for each project shall be the rates paid for the entire project. The Prevailing Wage Rates must be posted on the job site at all times and be visible from a public way.

In addition, each such contractor and subcontractor shall furnish to the MassDOT's Resident Engineer, within fifteen days after completion of its portion of the work, a statement, executed by the contractor or subcontractor or by any authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, in the following form:

**STATEMENT OF COMPLIANCE**

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

I, \_\_\_\_\_ do hereby state:  
(Name of signatory party) (Title)

That I pay or supervise the payment of the persons employed by:

\_\_\_\_\_  
(Contractor or Subcontractor)

on the \_\_\_\_\_  
(MassDOT Project Location and Contract Number)

and that all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said project have been paid in accordance with wages determined under the provisions of sections twenty-six and twenty-seven of chapter one hundred and forty-nine of the General Laws.

Signature \_\_\_\_\_

Title \_\_\_\_\_

The above-mentioned copies of payroll records and statements of compliance shall be available for inspection by any interested party filing a written request to the MassDOT's Resident Engineer for such inspection and copying.

Massachusetts General Laws c. 149, §27, requires annual updates to prevailing wage schedules for all public construction contracts lasting longer than one year. MassDOT will request the required updates and furnish them to the Contractor. The Contractor is required to pay no less than the wage rates indicated on the annual updated wage schedules.

MassDOT will request the updates no later than two weeks before the anniversary of the Notice to Proceed date of the contract to allow for adequate processing by the Department of Labor Standards (DLS). The effective date for the new rates will be the anniversary date of the contract (i.e. the notice to proceed date), regardless of the date of issuance on the schedule from DLS.

All bidders are cautioned that the aforementioned laws require that employers pay covered employees no less than the applicable minimum wages. In addition, the same laws require that the applicable prevailing wages become incorporated as part of this contract. The prevailing minimum wage law establishes serious civil and criminal penalties for violations, including imprisonment and exclusion from future public contracts. Bidders are cautioned to carefully read the relevant sections of the Massachusetts General Laws.

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**Additional Required Documents to be Submitted by Apparent Successful Bidder**

The Apparent Successful Bidder will be required to provide and/or complete and submit additional documents after notification of successful bid in order to execute the Contract. The additional required documents are:

**A. Bonds**

1. Completed Performance Bond in the amount of 100% of the Contract Price
  - Form is attached
2. Completed Payment Bond in the amount of 100% of the Contract Price
  - Form is attached

**B. Forms and Certifications**

1. Certificate of State Tax Compliance
  - Form is attached
2. Affidavit of Compliance; Out of State Certificate
  - Form is attached
3. Insurance / Surety Powers of Attorney
4. Insurer's Affidavit for Worker's Compensation
5. Certification of Construction Equipment Standard Compliance
6. Diesel Construction Equipment Data Sheet
  - List and certify all large non-road diesel construction equipment (greater than 50 HP) used on this Contract

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**FY 2025-2026 CAPITAL IMPROVEMENT PROGRAM**

**WARE RIVER SECONDARY  
CULVERT REPLACEMENTS AT MP 19.84 & MP 19.96  
IN GILBERTVILLE, MA**

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_

(Name of Contractor)

\_\_\_\_\_

(Address of Contractor)

a \_\_\_\_\_ hereinafter called Principal, and  
(Corporation, Partnership, or Individual)

\_\_\_\_\_

(Name of Surety)

\_\_\_\_\_

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

\_\_\_\_\_

(Name of Owner)

\_\_\_\_\_

(Address of Owner)

hereinafter called OWNER, in the penal sum of

\_\_\_\_\_ Dollars, (\$  
\_\_\_\_\_)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal entered into a certain contract with OWNER, dated the

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW, THEREFORE, the condition of this obligation is such that, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extension thereof which may be granted by OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless OWNER and/or RAILROAD from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay OWNER all outlay and expense which OWNER and/or RAILROAD may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect. Should the Contractor abandon the project or is terminated by MassDOT, then the Surety must complete the project. Refer to the Highway Performance Bonds.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation 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.

PROVIDED, FURTHER, that no final settlement between OWNER and CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
(Principal / Secretary)  
(SEAL)  
\_\_\_\_\_  
(Witness as to Principal)  
\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Principal)  
By \_\_\_\_\_  
\_\_\_\_\_  
(Address)

ATTEST:

\_\_\_\_\_  
(Surety / Secretary)  
(SEAL)  
\_\_\_\_\_  
(Witness as to Surety)  
\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Surety)  
By \_\_\_\_\_  
(Attorney-in-Fact)  
\_\_\_\_\_  
(Address)

NOTE: Date of BOND must not be prior to date of Contract.  
If CONTRACTOR is Partnership, all partners shall execute BOND.

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the Commonwealth of Massachusetts.

**FY 2025-2026 CAPITAL IMPROVEMENT PROGRAM**

**WARE RIVER SECONDARY  
CULVERT REPLACEMENTS AT MP 19.84 & MP 19.96  
IN GILBERTVILLE, MA**

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_

(Name of Contractor)

\_\_\_\_\_

(Address of Contractor)

a \_\_\_\_\_ hereinafter called Principal, and  
(Corporation, Partnership, or Individual)

\_\_\_\_\_

(Name of Surety)

\_\_\_\_\_

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

\_\_\_\_\_

(Name of Owner)

\_\_\_\_\_

(Address of Owner)

hereinafter called OWNER, in the penal sum of

\_\_\_\_\_ Dollars, (\$  
\_\_\_\_\_)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our respective heirs, executor administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal entered into a certain contract with OWNER, dated the

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW, THEREFORE, the condition of this obligation is such that, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or

performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation 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.

PROVIDED, FURTHER, that no final settlement between OWNER and CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
(Principal / Secretary) By \_\_\_\_\_  
(SEAL) (Principal)

\_\_\_\_\_  
(Witness as to Principal) \_\_\_\_\_  
(Address)

ATTEST:

\_\_\_\_\_  
(Surety / Secretary) \_\_\_\_\_  
(SEAL) (Surety)

\_\_\_\_\_  
(Witness as to Surety) By \_\_\_\_\_  
(Address) (Attorney-in-Fact)  
\_\_\_\_\_ (Address)

NOTE: Date of BOND must not be prior to date of Contract.  
If CONTRACTOR is Partnership, all partners shall execute BOND.

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the Commonwealth of Massachusetts.

**FY 2025-2026 CAPITAL IMPROVEMENT PROGRAM**

**WARE RIVER SECONDARY  
CULVERT REPLACEMENTS AT MP 19.84 & MP 19.96  
IN GILBERTVILLE, MA**

**Certificate of State Tax Compliance**

In accordance with the provisions of Chapter 62C, Section 49A (b) of the Massachusetts

General Laws, I, \_\_\_\_\_  
[Name & Title]

authorized signatory for \_\_\_\_\_  
[Name of Company]

which has a principal place of business at \_\_\_\_\_

do hereby certify under the pains and penalties of perjury that \_\_\_\_\_  
[Name of Company]

has complied with all laws of the Commonwealth of Massachusetts relating to taxes.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date

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## DOCUMENT 00718

SPECIAL PROVISION FOR PARTICIPATION BY MINORITY OR WOMEN'S BUSINESS ENTERPRISES  
AND SERVICE- DISABLED VETERAN- OWNED BUSINESS ENTERPRISES

(Implementing Chapter 102, Section 24 and  
Chapter 273, Section 124, of the Acts of 1994 and Chapter 56, Sections 1 to 5 of the Acts of 2010  
and subsequent Acts)  
Revised: May 20, 2016

## I. PARTICIPATION

## M/WBE PARTICIPATION GOAL

On this Contract, the Massachusetts Department of Transportation (MassDOT) has established a goal for participation by Minority or Women Business Enterprise(s) (M/WBE). One half of the goal shall be met in the form of contractor activity. This goal shall remain in effect throughout the life of the Contract.

- Design-Bid-Build Projects: M/WBE Participation Goal 6.0 %  
(One half of this goal shall be met in the form of Subcontractor construction activity)
- Design-Build Projects: M/WBE Design Participation Goal \_\_\_% and M/WBE Construction Participation Goal \_\_\_%  
(One half of the Construction Goal shall be met in the form of Subcontractor construction activity)

## SDVOBE PARTICIPATION BENCHMARK

On this Contract, the Massachusetts Department of Transportation (MassDOT) has established a goal for participation by Service- Disabled Veteran- Owned Business Enterprise(s) (SDVOBE). This goal shall remain in effect throughout the life of the Contract.

- Design-Bid-Build Projects: SDVOBE Participation Goal 0.0 %
- Design-Build Projects: SDVOBE Design Participation Goal \_\_\_% and SDVOBE Construction Participation Goal \_\_\_%

## II. POLICY

It is the policy of the MassDOT that Minority, Women Business Enterprises (M/WBEs) and Service- Disabled Veteran- Owned Business Enterprises (SDVOBEs) have equal opportunity to receive and participate in the performance of its state funded Contracts.

## III. M/WBE and SDVOBE OBLIGATION

The Contractor agrees to take all necessary and reasonable steps to ensure that MBE, WBE, and SDVOBEs have the maximum opportunity to compete for, and to perform, Department Contracts.

## IV. FAILURE TO COMPLY WITH M/WBE OR SDVOBE REQUIREMENTS

All Contractors and Subcontractors are hereby advised that failure to carry out the requirements of these Provisions constitutes a breach of Contract which may result in termination of the Contract, a determination that the Contractor or Subcontractor be barred from bidding on Department Contracts for up to three (3) years, or any other remedy as the Department may impose under Section XIV of these Special Provisions.

## V. REQUIRED SUBCONTRACT PROVISIONS

The Prime Contractor shall include the Provisions of Sections II, III, and IV above in every subcontract making those provisions binding on each subcontractor, supplier, manufacturer, consultant or service provider.

## VI. DEFINITIONS

For the purpose of these Special Provisions, the terms listed below are defined as follows:

Minority Business Enterprise or MBE means any individual, business organization, or non-profit corporation certified as a MBE by the Supplier Diversity Office (SDO), formerly known as the State Office of Minority and Women Business Assistance (SOMWBA), or by the Department for the purposes of a particular bid or proposal to be submitted to the Department.

Women Business Enterprise or WBE means any individual, business or organization, or non-profit corporation certified as a WBE by SDO, or by the Department for the purposes of a particular bid or proposal to be submitted to the Department.

Service- Disabled Veterans- Owned Businesses or SDVOBE means a business not less than 51 percent of which is owned by one or more service- disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and the management and daily business operations of which are controlled by one or more service- disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

"Contractor activity" means any work, including but not limited to, construction, demolition, renovation, survey, test boring services, or maintenance work performed under the Contract.

"Approved Joint Venture" means a joint venture between M/WBEs and non-M/WBEs, or SDVOBEs and non-SDVOBEs, which has been established for the purpose of participation on a particular contract, where:

1. The M/WBE or SDVOBE partner(s) shares in the ownership, control, management responsibilities, risks and profits of the joint venture; and
2. The Joint Venture has been approved by the Department for M/WBE or SDVOBE participation on the particular contract.

"Equipment Rental Firm" means a firm that owns equipment and assumes actual and contractual responsibility to rent said equipment to perform a useful function of the work of the contract consistent with normal industry practice.

"Material Supplier" means a vendor engaged in sales to the highway construction industry from an established place of business or source of supply, which:

- (a) Manufactures goods from raw materials or substantially alters them before resale, or
- (b) Provides and maintains a storage facility for materials used in the work, consistent with normal industry practice.

"Department" means the Massachusetts Department of Transportation (MassDOT).

"SDO" means the Massachusetts Supplier Diversity Office.

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**VII. ELIGIBILITY of M/WBEs**

Only firms, *OTHER THAN THE PRIME CONTRACTOR*, which have been certified by SDO and/or the Department as eligible to participate on state funded contracts as MBEs or WBEs may be used on this contract for credit toward the toward the M/WBE participation goal.

1. SDO Directory of Certified M/WBEs: The Supplier Diversity Office publishes a Directory of certified MBE and WBEs. This Directory can be obtained from SDO at <https://www.somwba.state.ma.us/>. This site lists those firms which have been certified as minority owned (MBEs) or women owned (WBEs) in accordance with the criteria of 425 CMR 2.00 et seq to participate as M/WBEs on state funded contracts. It also lists the kinds of work in which each firm engages but does not constitute an endorsement of the quality or performance of any business and does not represent Department subcontractor approval.
2. Application for Certification by the Department for a Particular Project: A firm which has (1) submitted a fully completed M/WBE application to SDO at least 30 days previously, (2) has provided in a timely manner, any additional information which may have been requested by SDO, and (3) can provide evidence, satisfactory to the Department, of a bidder's conditional commitment to subcontract with the firm, if certified, may apply directly to the MassDOT Office of Civil Rights to be certified for participation on the particular contract.
3. Joint Venture Approval: To obtain recognition as an approved joint venture between M/WBEs and non-M/WBEs, the Joint Venture must provide to the MassDOT Office of Civil Rights, at least 14 business days before the bid opening date, the Joint Venture Affidavit Document B00847, and a copy of the Joint Venture Agreement, which shall include a detailed breakdown of the following:
  - (a) Capital participation by the M/WBE,
  - (b) Specific equipment to be provided to the Joint Venture by the M/WBE,
  - (c) Specific responsibilities of the M/WBE in the management of the Joint Venture,
  - (d) Workforce and specific skills to be provided to the Joint Venture by the M/WBE, and
  - (e) Percentage distribution to the M/WBE of the projected profit or loss incurred by the Joint Venture.
  - (f) The Joint Venture shall provide all such additional information as may be requested by the Department for the purpose of determining joint venture eligibility.

**VIII. ELIGIBILITY of SDVOBEs**

Only firms, *OTHER THAN THE PRIME CONTRACTOR*, which have demonstrated that they are listed as a service-disabled veteran- owned small businesses within the VetBiz database may be used on this contract for credit toward the SDVOBE participation goal.

1. VetBiz Database: The website, located at [www.VetBiz.gov](http://www.VetBiz.gov), listing verified service- disabled veteran- owned businesses.
2. Joint Venture Approval: To obtain recognition as an approved joint venture between SDVOBEs and non-SDVOBEs, the joint venture must provide to the MassDOT Office of Civil Rights, at least 14 business days before the bid opening date, an application for joint venture participation approval, and a copy of the Joint Venture Agreement, which shall include a detailed breakdown of the following:
  - (a) Capital participation by the SDVOBE,
  - (b) Specific equipment to be provided to the joint venture by the SDVOBE,
  - (c) Specific responsibilities of the SDVOBE in the management of the Joint Venture,
  - (d) Workforce and specific skills to be provided to the joint venture by the SDVOBE, and

- (e) Percentage distribution to the SDVOBE of the projected profit or loss incurred by the Joint Venture.
- (f) The Joint Venture shall provide all such additional information as may be requested by the Department for the purpose of determining joint venture eligibility.

**IX. COUNTING M/WBE PARTICIPATION AND SDVOBE BENCHMARKS TOWARDS M/WBE AND SDVOBE GOALS**

In order for M/WBE participation and SDVOBE benchmarks to count toward the Contract goal, the M/WBE and SDVOBE must have independently managed, supervised and performed the Contract work with its own workforce, equipment and resources. M/WBE and SDVOBE participation which fulfills these requirements shall be counted toward meeting the M/WBE and SDVOBE goals in accordance with the following rules:

1. If a firm has been determined to be an eligible MBE, WBE or SDVOBE, the total dollar value of the contract performed by the M/WBE or SDVOBE is counted toward the applicable goal as follows:
  - a. Except as provided below, in Section IX (1)(g), work performed by a M/WBE or a SDVOBE Prime Contractor shall not be counted toward the M/WBE or SDVOBE goal, and all Prime Contractors, including M/WBE or SDVOBE Prime Contractors, must comply with the M/WBE and SDVOBE requirements of this Contract.
  - b. For a M/WBE or SDVOBE material supplier, sixty percent (60%) of the amount to be paid for materials and supplies required under this Contract shall be credited toward the goal.
  - c. For a M/WBE or SDVOBE who provides a bonafide service such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials, or supplies required for performance of the contract, reasonable fees or commissions charged for the service shall be listed, but the cost of items themselves shall not be credited.
  - d. For a M/WBE or SDVOBE hauler, trucker, or delivery service, which is not also the manufacturer of or a regular dealer in the materials and supplies, reasonable fees charged for delivery of materials and supplies required on the job site shall be credited; the cost of the materials and supplies themselves shall not be credited.
  - e. For a M/WBE or SDVOBE who provides any bonds or insurance specifically required for the performance of the contract, reasonable fees or commissions charged for such service shall be listed, but the face amount or actual premium paid for the bond or insurance shall not be credited.
  - f. The Department shall determine if the fees or commissions listed in accordance with paragraphs (c), (d), and (e) are not excessive as compared with fees or commissions customarily allowed for similar services.
  - g. That portion of the contract total dollar value equal to the percentage of ownership and control of the M/WBE partner(s) or SDVOBE partner(s) in an approved Joint Venture shall be counted toward the Contract goal, except that credit for M/WBE and SDVOBE participation in an approved Prime Joint Venture shall not exceed one half of the Contract goal.

**X. JOINT CHECK POLICY**

1. MassDOT recognizes that the use of joint checks may be a business practice required by material suppliers and vendors in the construction industry. A joint check is a two-party check issued by a/the Prime Contractor to a M/WBE or SDVOBE third party such as a regular dealer of material or supplies. The Prime Contractor issues the check as payor to the M/WBE or SDVOBE and the third party jointly as payees to guarantee payment to the third party for materials or supplies obtained or to be used by the M/WBE or SDVOBE. MassDOT has established criteria to ensure that M/WBEs or SDVOBEs are in fact performing a commercially useful function ("CUF") while using a joint check arrangement. Contractors and M/WBEs or SDVOBEs must meet and conform to these conditions and criteria governing the use of joint checks.

2. In the event that a Contractor, M/WBE or SDVOBE Subcontractor desires to use a joint check, MassDOT will require prior notice and will closely monitor the arrangement for compliance. MassDOT may allow a joint check arrangement and give credit to a Contractor for use of the M/WBE or SDVOBE where one or more of the following conditions exist:
  - The use of a joint check is in fact required by this type of vendor or supplier as a standard industry practice that applies to all Contractors (M/WBEs, SDVOBE and non-M/WBEs or non-SDVOBEs); or is required by a specific vendor or supplier;
  - Payment for supplies or materials would be delayed for an unreasonably extended period without the joint check arrangement;
  - The M/WBE or SDVOBE (or any of its Subcontractors) has a pattern or history of not paying a vendor or supplier within a reasonable time or has not established enough of a credit history with the supplier or vendor; and/or
  - The presence of severe adverse economic conditions, where credit resources may be limited and such practices may be necessary or required to effect timely payments.
3. Other factors MassDOT may consider:
  - Whether there is a requirement by the Prime Contractor that a M/WBE or SDVOBE should use a specific vendor or supplier to meet their Subcontractor specifications;
  - Whether there is a requirement that a M/WBE or SDVOBE use the Prime Contractor's negotiated price;
  - The independence of the M/WBE or SDVOBE;
  - Whether approval has been sought prior to use of a joint check arrangement; and
  - Whether any approved joint check arrangement has exceeded a reasonable period of use;
  - The operation of the joint check arrangement; and
  - Whether the M/WBE or SDVOBE has made an effort to establish alternate arrangements for following periods ( i.e., the M/WBE or SDVOBE must show it can, or has, or why it has not, established or increased a credit line with the vendor or supplier).

Even with the use of a Joint Check, both the Contractor and M/WBE or SDVOBE remain responsible for compliance with all other elements of the Special Provisions, and must still be able to prove that a commercially useful function is being performed for the Contractor.

#### XI. JOINT CHECK PROCEDURES

- The M/WBE or SDVOBE advises its General or Prime Contractor that it will have to use a Joint Check and provide proof of such requirement.
- The General or the Prime Contractor submits a request for approval to MassDOT, using MassDOT's approved Joint Check Request form (Document B00846) and by notification on the M/WBE Letter of Intent (Document B00843) or SDVOBE Letter of Intent (Document B00845), and any other relevant documents. Requests that are not initiated during the bid process should be made in writing and comply with the procedure.
  - The Contractor and M/WBE or SDVOBE must have:
    - (a) a written agreement with the material supplier/vendor;
    - (b) applied for credit with the subject material supplier and has supplied the vendor's response;

- (c) shown that it will place all orders to the subject material supplier/vendor;
  - (d) made and retains all decision-making responsibilities concerning the materials; and
  - (e) provided a Joint Check Agreement that is acceptable to MassDOT;
- The MassDOT Office of Civil Rights will review the request and render a decision as part of the approval process for M/WBE or SDVOBE Schedules and Letters of Intent.
  - Review and Approval will be project specific and relevant documents will be made part of the Project Contract file.
  - Payments should be made in the name of both the M/WBE or SDVOBE and vendor or supplier. Payments should be issued and signed by the Contractor as only the guarantor for prompt payment of purchases to the vendor or supplier. The payment to the vendor or supplier should be handled by the M/WBE or SDVOBE (i.e. if possible, funds or the joint check should be processed by the M/WBE or SDVOBE and sent by the M/WBE or SDVOBE to the vendor or supplier).
  - MassDOT may request copies of cancelled checks (front and back) and transmittal information to verify any payments made to the M/WBE or SDVOBE and vendor or supplier.
  - MassDOT may request other information and documents, and may ask questions of the Contractor, Subcontractor and vendor or supplier prior to, during, and after the project performance to ascertain whether the Subcontractor is performing a commercially useful function and all parties are complying with M/WBE or SDVOBE Program policies and procedures as part of the Subcontractor approval process.

## XII. AWARD DOCUMENTATION AND PROCEDURES

1. The two lowest bidders/the two bidders with the lowest price per quality score point, including any M/WBE bidder or SDVOBE bidder, shall submit, by the close of business on the third business day after the bid opening, a completed Schedule of M/WBE and SDVOBE participation, in the form attached, which shall list:
  - a. The full company name, address and telephone number of each M/WBE or SDVOBE with whom the bidder intends to make a commitment;
  - b. The Contract item(s), by number(s) and quantity(ies), if applicable, or specific description of other business activity to be performed by each M/WBE or SDVOBE as set forth in the Letters of Intent. The bidder shall list only firms which have the capacity to perform, manage and supervise the work proposed in accordance with the requirements of Section XII of these Special Provisions.
  - c. The total dollar amount to be paid to each M/WBE or SDVOBE. (Bidders are cautioned that at least one half of the participation goal must be met with Contract work.)
  - d. The total dollar amount to be paid to each M/WBE or SDVOBE which is eligible for credit toward the M/WBE or SDVOBE goal under the crediting rules set out in Section IX.
  - e. The total creditable M/WBE or SDVOBE participation as a percentage of the total bid price.
2. All firms listed on the Schedule must be currently certified.
3. The two lowest bidders/the two bidders with the lowest price per quality score point shall submit with their Schedules of Participation, fully completed, signed Letters of Intent from each of the M/WBEs or SDVOBEs listed on the Schedule. The Letters of Intent shall be in the form attached and shall identify specifically the contract activity the M/WBE or SDVOBE proposes to perform, expressed as contract item number, if applicable, description of the activity, quantity, unit price and total price. In the event of discrepancy between the Schedule and the Letter of Intent, the Letter of Intent shall govern.

4. Evidence of good faith efforts will be evaluated by the Department in the selection of the lowest responsible bidder/best value bidder. All information requested by the Department for the purpose of evaluating the bidder's efforts to achieve the goal must be provided within three calendar days and must be accurate and complete in every detail. The apparent low bidder's/best value bidder's attainment of the M/WBE or SDVOBE goal or a satisfactory demonstration of good faith efforts is a prerequisite for Award of the Contract.
5. Failure to meet, or to demonstrate good faith efforts to meet, the requirements of these Special Provisions shall render a bid non-responsive. Therefore, in order to be eligible for award, the bidder (1) must list on the Schedule of Participation, and provide the required Letters of Intent for, M/WBE or SDVOBE participation which meets or exceeds the Contract goal in accordance with the terms of these Special Provisions or (2) must demonstrate, to the satisfaction of the Department, that good faith efforts were made to achieve the goal.
6. If the Department finds that the percentage of M/WBE or SDVOBE participation submitted by the bidder on its Schedule does not meet the Contract goal, or that the Letters of Intent were not timely filed, and that the bidder has not demonstrated good faith efforts to comply with these requirements, it shall propose that the bidder be declared ineligible for Award. In that case, the bidder may request administrative reconsideration. Such requests must be sent in writing within three calendar days of receiving notice of proposed ineligibility to: The Office of the General Counsel, Massachusetts Department of Transportation, 10 Park Plaza, Boston, MA, 02116.
7. If, after administrative reconsideration, the Department finds that the bidder has not shown that sufficient good faith efforts were made to comply with the requirements of these Special Provisions it shall reject the bidder's proposal and may retain the proposal guaranty.
8. Actions which constitute evidence of good faith efforts to meet the M/WBE or SDVOBE goals include, but are not limited to, all of the following examples:
  - a. Efforts made to select portions of the work proposed to be performed by M/WBEs or SDVOBEs in order to increase the likelihood of achieving the stated goal, including, where appropriate, but not limited to, breaking down contracts into economically feasible units to facilitate M/WBE and SDVOBE participation. The value of such work is required to at least equal the M/WBE and SDVOBE goal.
  - b. Reasonable written notification prior to the opening of bids soliciting individual M/WBEs or SDVOBEs interested in participation in the contract as subcontractors, regular dealers, manufacturers, consultants, or service providers and identifying the specific items or type of work being solicited.
  - c. Written notification to M/WBE or SDVOBE economic development assistance agencies and organizations which provide assistance in recruitment and placement of M/WBEs and SDVOBEs, describing the type of work, supplies or services being considered for M/WBE or SDVOBE subcontracting on this contract.
  - d. Efforts made to negotiate with M/WBEs or SDVOBEs for specific items of work including evidence of:
    - (1) The names, addresses, telephone numbers of M/WBEs or SDVOBEs who were contacted, the dates of initial contact and whether initial solicitations of interest were followed up by contacts with M/WBEs or SDVOBEs to determine with certainty whether the M/WBEs or SDVOBEs were interested. Personal or phone contacts are expected.
    - (2) A description of the information provided by the M/WBEs or SDVOBEs regarding the plans and specifications and estimated quantities for portions of the work to be performed.
    - (3) A statement of why additional agreements with M/WBEs or SDVOBEs were not reached.
    - (4) Documentation of each M/WBE or SDVOBE contacted but rejected and the reasons for the rejection.
  - e. Absence of any agreements between the Contractor and the M/WBE or SDVOBE in which M/WBE or SDVOBE promises not to provide subcontracting quotations to other bidders.
  - f. Efforts made to assist the M/WBEs or SDVOBEs that need assistance in obtaining bonding, insurance, or lines of credit required by the Contractor.
  - g. Documentation that qualified M/WBEs or SDVOBEs are not available, or are not interested.

- h. Attendance at any meeting scheduled by the Department to encourage better Contractor-M/WBE or Contractor- SDVOBE relationships and/or to inform M/WBEs or SDVOBEs of forthcoming M/WBE or SDVOBE utilization opportunities.
  - i. Advertisement, in general circulation media, in trade association publications and in disadvantaged business enterprise-focused media, of interest in utilizing M/WBEs or SDVOBEs and the area of interest.
  - j. Efforts to effectively use the services of available minority community organizations; women organizations, veteran organizations, minority, women disadvantaged and veteran contractor's groups; local, state and federal disadvantaged business assistance offices; and other organizations that provide assistance in recruitment and placement of M/WBEs or SDVOBEs.
9. The demonstration of good faith efforts must establish that the Contractor has actively and aggressively sought out M/WBEs or SDVOBEs to participate in the project and has taken all actions which could be reasonably expected to achieve the goal. Examples of circumstances or actions not acceptable as reasons for failure to meet the M/WBE or SDVOBE goal, include, but are not limited to:
- a. The M/WBE or SDVOBE was unable to provide performance and/or payment bonds.
  - b. The M/WBEs or SDVOBEs commercially reasonable bid was rejected based on price.
  - c. The M/WBE or SDVOBE would not agree to perform items of work at the unit bid price.
  - d. The Contractor does not want to subcontract a percentage of the work sufficient to meet the goal.
  - e. Solicitation by mail or fax only.

### XIII. COMPLIANCE

1. All activity performed by a M/WBE or SDVOBE for credit toward the Contract goal must be performed, managed and supervised by the M/WBE or SDVOBE. Prime Contractor shall not enter into, or condone, any other arrangement.
2. The Prime Contractor shall not perform with its own organization, or assign to any other business, any activity designated for the M/WBEs or SDVOBEs named on the Schedule submitted by the Prime Contractor under Section IX, or under Section XII(6), without the approval of the Department in accordance with the requirements of Sections XIII(6) and XIII(10).
3. The Department may suspend payment for any activity which was not performed by the M/WBE or SDVOBE to whom the activity was committed on the approved Schedule of Participation, or which was not performed in accordance with the requirements of Section XIII(1).
4. The Department retains the right to approve or disapprove all subcontractors. Requests by the Prime Contractor for approval of participation by a M/WBE or SDVOBE subcontractor for credit toward the Contract goal must include, in addition to any other requirements for subcontractor approval, the following:
  - a. A copy of the proposed subcontract. The subcontract must be for at least the dollar amount, and for the work described, in the Prime Contractor's Schedule of Participation.
  - b. A resume stating the qualifications and experience of the M/WBE or SDVOBE superintendent and/or foreperson who will supervise the on-site work. A new resume will be required for any change in supervisory personnel during the progress of the work.
  - c. A Schedule of Operations indicating when the M/WBE or SDVOBE is expected to perform the work.
  - d. A list of (1) equipment owned by the M/WBE or SDVOBE to be used on the Project, and (2) equipment to be leased by the M/WBE or SDVOBE for use on the Project.

- e. A list of: (1) all projects (public and private) which the M/WBE or SDVOBE is currently performing, (2) all projects (public and private) to which the M/WBE or SDVOBE is committed, (3) all projects (public and private) to which the M/WBE or SDVOBE intends to make a commitment. For each contract, list the contracting organization, the name and telephone number of a contact person for the contracting organization, the dollar value of the work, a description of the work, and the M/WBEs or SDVOBEs work schedule for each project.
5. If, pursuant to the subcontractor approval process, the Department finds that a M/WBE or SDVOBE subcontractor does not have sufficient experience or resources to perform, manage and supervise work of the kind proposed in accordance with the requirements of Section XIII(1), approval of the M/WBE or SDVOBE subcontractor may be denied. In the event of such denial, the Prime Contractor shall proceed in accordance with the requirements of Sections XIII(6) and XIII(10).
6. If, for reasons beyond its control, the Prime Contractor cannot comply with its M/WBE or SDVOBE commitment in accordance with the Schedule of participation submitted under Section IX and the terms of these Special Provisions, the Prime Contractor shall submit to the Department the reasons for its inability to comply with its obligations under Section I and shall submit, and request approval for, a revised Schedule of Participation. If approved by the Department, the revised Schedule shall govern the Prime Contractor's performance in meeting its obligations under these special provisions.
7. A Prime Contractor's compliance with the participation goal in Section I shall be determined by reference to the required percentage of the total Contract price, including any additions and modifications thereto, provided, however, that no decrease in the dollar amount of a bidder's commitment to any M/WBE or SDVOBE shall be allowed without the approval of the Department.
8. If the Contract amount is increased, the Prime Contractor shall submit a revised Schedule of Participation in accordance with Sections XIII(6) and XIII(10).
9. In the event of the decertification of a M/WBE or SDVOBE participating or scheduled to participate on the contract for credit toward the goal, the Contractor shall proceed in accordance with Sections XIII(6) and XIII(10).
10. The Prime Contractor shall notify the Department immediately of any facts which come to its attention indicating that it may or will be unable to comply with any aspect of its M/WBE or SDVOBE obligation under this Contract.
11. Any notice required by these Special Provisions shall be given in writing to the Resident Engineer and the district designated Compliance Officer with a copy to the Director of Compliance, Office of Diversity and Civil Rights, 10 Park Plaza, Room 3170, Boston MA 02116.
12. The Prime Contractor and its subcontractors shall comply with the Department's Electronic Reporting System Requirements (Contract Document 00821) and submit all information required by the Department related to the M/WBE Special Provisions and SDVOBE Special Provisions through the Equitable Business Opportunity Solution (EBO). The Department reserves the right to request reports in the format it deems necessary anytime during the performance of the Contract.
13. The Contractor shall pay each M/WBE or SDVOBE for satisfactory performance of its Contract no later than 10 days from receipt of payment for the work from the Department. Any delay or postponement of payment to the M/WBEs or SDVOBEs must be for good cause and only with the prior approval of the Department.
14. The Department may withhold the Contractor's next periodic payment if each M/WBE or SDVOBE is not paid in accordance with Section XIII(13).
15. The Department may require specific performance of the Prime Contractor's commitment under the Contract by requiring the Prime Contractor to subcontract with a M/WBE or SDVOBE for any contract or specialty item.

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**XIV. SANCTIONS**

If the Prime Contractor does not comply with the terms of these Special Provisions and cannot demonstrate to the satisfaction of the Department that good faith efforts were made to achieve such compliance, the Department may, in addition to any other remedy provided for in the Contract, and notwithstanding any other provision in the Contract:

1. Retain, in connection with final acceptance and final payment, an amount determined by multiplying the total contract amount by the percentage in Section I, less the amount paid to approved M/WBEs or SDVOBEs for work performed under the Contract in accordance with the provisions of Section X. The Prime Contractor shall have the right to appeal such retention of funds in accordance with the provisions of M.G.L. c. 30A s.10.
2. Suspend, terminate or cancel this Contract, in whole or in part, and call upon the Prime Contractor's surety to perform all terms and conditions in the Contract.
3. In accordance with 720 CMR 5.05(1)(f), modify or revoke the Prime Contractor's Prequalification status or recommend that the Prime Contractor not receive award of a pending Contract. The Prime Contractor may appeal the determination of the Prequalification Committee in accordance with the provisions of 720 CMR 5.07.
4. Initiate debarment proceedings under M.G.L. c.29 §29F.

**XV. FURTHER INFORMATION**

Any proposed M/WBE, SDVOBE, bidder, Contractor or subcontractor shall provide such information as is necessary in the judgement of the Department to ascertain its compliance with the terms of this Special Provision.

**XVI. LIST OF ADDITIONAL DOCUMENTS**

1. The following documents shall be completed and signed by the bidder and designated M/WBEs or SDVOBEs in accordance with Section XII - Award Documentation and Procedures. These documents must be returned by the bidder to MassDOT's Bid Document Distribution Center:
  - Schedule of M/WBEs (Document B00842) or SDVOBE Participation (Document B00844)
  - Letter of Intent: M/WBEs (Document B00843) or SDVOBE (Document B00845)
  - M/WBEs or SDVOBE Joint Check Arrangement Approval Form (Document B00846), if Contractor and M/WBE or SDVOBE plan, or if M/WBE or SDVOBE is required to use a Joint Check (when applicable)
2. The following document shall be signed and returned by Contractor and Subcontractors/M/WBEs or SDVOBEs to the MassDOT District Office overseeing the Project, as applicable:
  - Contractor/Subcontractor Certification Form (Document No. 00859) (a checklist of other documents to be included with every subcontract (M/WBEs or SDVOBEs and non-M/WBEs or SDVOBEs alike)).
3. The following document shall be provided to MassDOT's Office of Civil Rights and Prequalification Office at least fourteen (14) business days before the bid opening date:
  - Joint Venture Affidavit of M/WBE or SDVOBE/Non-M/WBE or Non-SDVOBE (Document B00847)

\*\*\* END OF DOCUMENT \*\*\*

DOCUMENT B00842

SCHEDULE OF PARTICIPATION  
BY MINORITY OR WOMEN BUSINESS ENTERPRISES (M/WBE)

MASSDOT PROJECT NUMBER: CIP #18.2.2

PROJECT LOCATION: Ware River Secondary Culvert Replacements at MP 19.84 & MP 19.96, Gilbertville, MA

DATE OF BID OPENING: July 1, 2025, 2:00 PM via COMMBUYS

NAME OF PRIME BIDDER: \_\_\_\_\_

Name Address and Phone Number of M/WBE	Name of Activity	(a) M/WBE Contractor Activity Amount	(b) M/WBE Other Business Amount	(c) Total amount eligible for credit under rules in Section VIII of the Special Provisions
Total Bid Amount	TOTALS:	\$	\$	\$
\$	M/WBE Percentage of Total bid:	%	%	%

Column (a) must be at least one-half of the M/WBE percentage goal.

SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_ Tel No: \_\_\_\_\_

NAME AND TITLE (PRINT): \_\_\_\_\_

**BIDDERS ARE CAUTIONED TO REVIEW DOCUMENT 00718 -- SPECIAL PROVISION FOR PARTICIPATION BY MINORITY OR WOMEN BUSINESS ENTERPRISES AND SERVICE DISABLED VETERAN OWNED BUSINESS ENTERPRISES.**

\*\*\* END OF DOCUMENT \*\*\*

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DOCUMENT B00843

MINORITY OR WOMEN'S BUSINESS ENTERPRISE PARTICIPATION LETTER OF INTENT  
PAGE 1 OF 2

MASSDOT PROJECT NUMBER: CIP #18.2.2

PROJECT LOCATION: Ware River Secondary Culvert Replacements at MP 19.84 & MP 19.96, Gilbertville, MA

DATE OF BID OPENING: July 1, 2025, 2:00 PM via COMMBUYS

FROM \_\_\_\_\_  
(Minority or Women's Business Enterprise Company)

TO: \_\_\_\_\_  
(Name of Prime Contractor)

1. My company is currently certified as an MBE or WBE by the Massachusetts Supplier Diversity Office, formerly known as the State Office of Minority and Women Business Assistance (SOMWBA). There have been no changes affecting the ownership, control or independence of my company since my last certification review.
2. If any such change occurs prior to my company's completion of this proposed work, I will give written notification to your firm and to the Massachusetts Department of Transportation (MassDOT).
3. (For contractor activity only.) My firm will provide to you, upon request, for the purpose of obtaining subcontractor approval from MassDOT; (1) a resume stating the qualifications and experience of the superintendent or foreperson who will supervise on site-work; (2) a list of equipment owned or leased by my firm for use on the project; (3) a list of all projects (public or private) which my firm is currently performing, is committed to perform, or intends to make a commitment to perform. I shall include, for each project, the names and telephone number of a contact person for the contracting organization, the dollar value of the work, a description of the work, and my firm's work schedule for the Project.
4. If you are awarded the Contract, my company intends to enter into an agreement with your firm to perform the items of work or other activity described on the following sheet for the prices indicated.
5. My firm has the ability to manage, supervise and perform the activity described on the following page.

\_\_\_\_\_  
M/WBE Authorized Signature

\_\_\_\_\_  
Date



614056-130141

MINORITY OR WOMEN'S BUSINESS ENTERPRISE PARTICIPATION LETTER OF INTENT  
PAGE 2 OF 2

MASSDOT PROJECT NUMBER: CIP #18.2.2

PROJECT LOCATION: Ware River Secondary Culvert Replacements at MP 19.84 & MP 19.96, Gilbertville, MA

DATE OF BID OPENING: July 1, 2025, 2:00 PM via COMMBUYS

NAME OF PRIME BIDDER: \_\_\_\_\_

<u>Item number</u> if applicable	<u>Description of Activity</u> with notations such as Labor Only, Material Only, or Complete	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
TOTAL AMOUNT:				

M/WBE COMPANY NAME: \_\_\_\_\_

M/WBE AUTHORIZED SIGNATURE: \_\_\_\_\_

NAME AND TITLE (PRINT): \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

\*\*\* END OF DOCUMENT \*\*\*



## DOCUMENT 00761

**SPECIAL PROVISIONS FOR CERTIFICATION REGARDING DEBARMENT,  
SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

Revised: 02/09/16

**I. Instructions for Certification - Primary Covered Transactions:**

By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

1. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the MassDOT's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the MassDOT determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available, the MassDOT may terminate this transaction for cause of default.
3. The prospective primary participant shall provide immediate written notice to the MassDOT if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the MassDOT for assistance in obtaining a copy of those regulations.
5. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the MassDOT.
6. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the MassDOT, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration and the Debarment Lists compiled by both the Massachusetts Office of the Attorney General and the Department of Capital Asset Management and Maintenance (DCAMM) and published separately in the Central Register.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available, the MassDOT may terminate this transaction for cause or default.

\* \* \* \* \*

### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Primary Covered Transactions**

The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency;
2. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

### **II. Instructions for Certification - Lower Tier Covered Transactions:**

By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available the MassDOT may pursue available remedies, including suspension and/or debarment.
2. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
3. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the MassDOT for assistance in obtaining a copy of those regulations.
4. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the MassDOT.
5. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List and the Debarment Lists.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business

dealings.

8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the MassDOT may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions**

The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal, State or local department or agency.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\*\*\* END OF DOCUMENT \*\*\*

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DOCUMENT B00846

**M/WBE OR SDVOBE JOINT CHECK ARRANGEMENT APPROVAL FORM**

*(to be submitted by Prime Contractor)*

**Contract No:** \_\_\_\_\_ **Project No.** \_\_\_\_\_

**Location:** \_\_\_\_\_ **Bid Opening Date:** \_\_\_\_\_

**Project Description:** \_\_\_\_\_

We have received the attached request for the use of a joint check arrangement from \_\_\_\_\_, a M/WBE or SDVOBE on the above-referenced Contract and \_\_\_\_\_, a Material Supplier/Vendor for the subject Contract. The M/WBE or SDVOBE has complied with the requirements of Special Provision Document 00718. In particular, the M/WBE or SDVOBE has:

- a written agreement with the material supplier/vendor;
- applied for credit with the subject material supplier and has supplied the vendor's response;
- shown that it will place all orders to the subject material supplier/vendor;
- made and retains all decision-making responsibilities concerning the materials; and
- provided a Joint Check Agreement that is acceptable to MassDOT;

As the Contractor for the Project, we agree to issue joint checks (made payable to the Material Supplier/Vendor and the M/WBE or SDVOBE) for payment of sums due pursuant to invoices from the Supplier/Vendor and M/WBE or SDVOBE.

**Contractor:**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature  
Duly Authorized

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**Subcontractor:**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature  
Duly Authorized

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\*\*\* END OF DOCUMENT \*\*\*

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DOCUMENT B00847

**JOINT VENTURE AFFIDAVIT**

*(All Firms)*

- All Information Requested By This Schedule Must Be Answered. Additional Sheets May Be Attached.
- If, there is any change in the information submitted, the Joint Venture parties must inform MassDOT Pre-Qualifications Office (and, if one of the companies is a M/WBE or SDVOBE, the Director of Contract Compliance, Office of Civil Rights) *prior* to such change, in writing, either directly or through the Prime Contractor if the Joint Venture is a subcontractor.
- If the Joint Venture Entity will be the bidder on a prime Contract, it must bid and submit all required documents (insurance, worker’s compensation, bonds, etc.) in the name of the Joint Venture Entity.

**I. Name of Joint Venture:** \_\_\_\_\_

Type of Entity if applicable (Corp., LLC): \_\_\_\_\_ Filing State \_\_\_\_\_

Address of joint venture: \_\_\_\_\_

Phone No(s) for JV Entity: \_\_\_\_\_ E-mail: \_\_\_\_\_

Contact Person(s) \_\_\_\_\_

Tax ID/EIN of Joint Venture: \_\_\_\_\_ Vendor Code: \_\_\_\_\_

**II. Identify each firm or party to the Joint Venture:**

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Phone : \_\_\_\_\_ E-mail: \_\_\_\_\_

Contact person(s) \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Contact Person(s) \_\_\_\_\_

**III. Describe the role(s) of the each party to the Joint Venture:**

\_\_\_\_\_  
\_\_\_\_\_

**IV. Attach a copy of the Joint Venture Agreement.** The proposed Joint Venture Agreement should include specific details including, but not limited to: (1) the contributions of capital and equipment; (2) work items to be performed by each company’s forces, (3) work items to be performed under the supervision of any M/WBE or SDVOBE Venturer; (4) the commitment of management, supervisory and operative personnel employed by the M/WBE or SDVOBE to be dedicated to the performance of the Project; and (5) warranty, guaranty, and indemnification clauses.

**V. Attach any applicable Corporate or LLC Votes, Authorizations, etc.**

**VI. Ownership of the Joint Venture:**

A. What is the percentage(s) of each company's ownership in the Joint Venture?

ownership percentage(s): \_\_\_\_\_

ownership percentage(s): \_\_\_\_\_

B. Specify percentages for each of the following (provide narrative descriptions and other detail as applicable):

1. Sharing of profit and loss: \_\_\_\_\_

2. Capital contributions:

(a) Dollar amounts of initial contribution: \_\_\_\_\_

(b) Dollar amounts of anticipated on-going contributions: \_\_\_\_\_

(c) Contributions of equipment (specify types, quality and quantities of equipment to be provided by each firm): \_\_\_\_\_

4. Other applicable ownership interests, including ownership options or other agreements, which restrict or limit ownership and/or control:

\_\_\_\_\_  
\_\_\_\_\_

5. Provide copies of all other written agreements between firms concerning bidding and operation of this Project or projects or contracts.

6. Identify all current contracts and contracts completed during the past two (2) years by either of the Joint Venture partners to this Joint Venture:

\_\_\_\_\_  
\_\_\_\_\_

**VII. Control of and Participation in the Joint Venture.** Identify by name and firm those individuals who are, or will be, responsible for and have the authority to engage in the following management functions and policy decisions. (Indicate any limitations to their authority such as dollar limits and co-signatory requirements.):

A. Joint Venture check signing:

\_\_\_\_\_  
\_\_\_\_\_

B. Authority to enter Contracts on behalf of the Joint Venture:

\_\_\_\_\_  
\_\_\_\_\_

C. Signing, co-signing and/or collateralizing loans:

\_\_\_\_\_  
\_\_\_\_\_

D. Acquisition of lines of credit:

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E. Acquisition and indemnification of payment and performance bonds:

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F. Negotiating and signing labor agreements:

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G. Management of contract performance. *(Identify by name and firm only):*

1. Supervision of field operations: \_\_\_\_\_
2. Major purchases: \_\_\_\_\_
3. Estimating: \_\_\_\_\_
4. Engineering: \_\_\_\_\_

**VIII. Financial Controls of Joint Venture:**

A. Which firm and/or individual will be responsible for keeping the books of account?

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B. Identify the "Managing Partner," if any, and describe the means and measure of their compensation:

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C. What authority does each firm have to commit or obligate the other to insurance and bonding companies, financing institutions, suppliers, subcontractors, and/or other parties participating in the performance of this Contract or the work of this Project?

---



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**IX. Personnel of Joint Venture:** State the approximate number of personnel (by trade) needed to perform the Joint Venture's work under this Contract. Indicate whether they will be employees of the majority firm, M/WBE or SDVOBE firm, or the Joint Venture.

	Firm 1 (number)	Firm 2 (number)	Joint Venture (number)
Trade			
Professional			
Administrative/Clerical			
Unskilled Labor			

Will any personnel proposed for this Project be employees of the Joint Venture?:

If so, who: \_\_\_\_\_

A. Are any proposed Joint Venture employees currently employed by either firm?

Employed by Firm 1: \_\_\_\_\_ Employed by firm 2 \_\_\_\_\_

B. Identify by name and firm the individual who will be responsible for Joint Venture hiring: \_\_\_\_\_

\_\_\_\_\_

**X. Additional Information.** Please state any material facts and additional information pertinent to the control and structure of this Joint Venture.

\_\_\_\_\_  
\_\_\_\_\_

**XI. AFFIDAVIT OF JOINT VENTURE PARTIES.** The undersigned affirm that the foregoing statements and attached documents are correct and include all material information necessary to identify and explain the terms and operations of our Joint Venture and the intended participation of each firm in the undertaking. Further, the undersigned covenant and agree to provide to MassDOT current, complete and accurate information regarding actual Joint Venture work, payments, and any proposed changes to any provisions of the Joint Venture, or the nature, character of each party to the Joint Venture. We understand that any material misrepresentation will be grounds for terminating any Contract awarded and for initiating action under Federal or State laws concerning false statements.

\_\_\_\_\_  
Firm 1

\_\_\_\_\_  
Firm 2

\_\_\_\_\_  
Signature  
Duly Authorized

\_\_\_\_\_  
Signature  
Duly Authorized

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\*\*\* END OF DOCUMENT \*\*\*

DOCUMENT 00820

**THE COMMONWEALTH OF MASSACHUSETTS  
SUPPLEMENTAL EQUAL EMPLOYMENT OPPORTUNITY,  
NON-DISCRIMINATION AND AFFIRMATIVE ACTION PROGRAM**

**I. Definitions**

For purposes of this contract,

"Minority" means a person who meets one or more of the following definitions:

- (a) American Indian or Native American means: all persons having origins in any of the original peoples of North America and who are recognized as an Indian by a tribe or tribal organization.
- (b) Asian means: All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian sub-continent, or the Pacific Islands, including, but Not limited to China, Japan, Korea, Samoa, India, and the Philippine Islands.
- (c) Black means: All persons having origins in any of the Black racial groups of Africa, including, but not limited to, African-Americans, and all persons having origins in any of the original peoples of the Cape Verdean Islands.
- (d) Eskimo or Aleut means: All persons having origins in any of the peoples of Northern Canada, Greenland, Alaska, and Eastern Siberia.
- (e) Hispanic means: All persons having their origins in any of the Spanish-speaking peoples of Mexico, Puerto Rico, Cuba, Central or South America, or the Caribbean Islands.

"State construction contract" means a contract for the construction, reconstruction, installation, demolition, maintenance or repair of a building or capital facility, or a contract for the construction, reconstruction, alteration, remodeling or repair of a public work undertaken by a department, agency, board, or commission of the commonwealth.

"State assisted construction contract" means a contract for the construction, reconstruction, installation, demolition, maintenance or repair of a building or capital facility undertaken by a political subdivision of the commonwealth, or two or more political subdivisions thereof, an authority, or other instrumentality and whose costs of the contract are paid for, reimbursed, grant funded, or otherwise supported, in whole or in part, by the commonwealth.

**II. Equal Opportunity, Non-Discrimination and Affirmative Action**

During the performance of this Contract, the Contractor and all subcontractors (hereinafter collectively referred to as "the Contractor") for a state construction contract or a state assisted construction contract, for him/herself, his/her assignees and successors in interest, agree to comply with all applicable equal employment opportunity, non-discrimination and affirmative action requirements, including but not limited to the following:

In connection with the performance of work under this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, sex, sexual orientation, genetic information, military service, age, ancestry or disability, shall not discriminate in the selection or retention of subcontractors, and shall not discriminate in the procurement of materials and rentals of equipment.

The aforesaid provision shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment advertising, layoff or termination; rates of pay or other forms of compensation; conditions or privileges of employment; and selection for apprenticeship or on-the-job training opportunity. The Contractor shall comply with the provisions of chapter 151B of the Massachusetts General Laws, as amended, and all other applicable anti-discrimination and equal opportunity laws, all of which are herein incorporated by reference and made a part of this Contract.

The Contractor shall post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the Massachusetts Commission Against Discrimination setting forth the provisions of the Fair Employment Practices Law of the Commonwealth (Massachusetts General Laws Chapter 151 B).

In connection with the performance of work under this contract, the Contractor shall undertake, in good faith, affirmative action measures to eliminate any discriminatory barriers in the terms and conditions of employment on the grounds of race, color, religious creed, national origin, sex, sexual orientation, genetic information, military service, age, ancestry or disability. Such affirmative action measures shall entail positive and aggressive measures to ensure nondiscrimination and to promote equal opportunity in the areas of hiring, upgrading, demotion or transfer, recruitment, layoff or termination, rate of compensation, apprenticeship and on-the-job training programs. A list of positive and aggressive measures shall include, but not be limited to, advertising employment opportunities in minority and other community news media; notifying minority, women and other community-based organizations of employment opportunities; validating all job specifications, selection requirements, and tests; maintaining a file of names and addresses of each worker referred to the Contractor and what action was taken concerning such worker; and notifying the administering agency in writing when a union with whom the Contractor has a collective bargaining agreement has failed to refer a minority or woman worker. These and other affirmative action measures shall include all actions required to guarantee equal employment opportunity for all persons, regardless of race, color, religious creed, national origin, sex, sexual orientation, genetic information, military service, age, ancestry or disability. One purpose of this provision is to ensure to the fullest extent possible an adequate supply of skilled tradesmen for this and future Commonwealth public construction projects.

### III. Minority and Women Workforce Participation

Pursuant to his/her obligations under the preceding section, the Contractor shall strive to achieve on this project the labor participation goals contained herein. Said participation goals shall apply in each job category on this project including but not limited to bricklayers, carpenters, cement masons, electricians, ironworkers, operating engineers and those classes of work enumerated in Section 44F of Chapter 149 of the Massachusetts General Laws. The participation goals for this project shall be 15.3% for minorities and 6.9% for women. The participation goals, as set forth herein, shall not be construed as quotas or set-asides; rather, such participation goals will be used to measure the progress of the Commonwealth's equal opportunity, non-discrimination and affirmative action program. Additionally, the participation goals contained herein should not be seen or treated as a floor or as a ceiling for the employment of particular individuals or group of individuals.

### IV. Liaison Committee

At the discretion of the agency that administers the contract for the construction project there may be established for the life of the contract a body to be known as the Liaison Committee. The Liaison Committee shall be composed of one representative each from the agency or agencies administering the contract for the construction project, hereinafter called the administering agency, a representative from the Office of Affirmative action, and such other representatives as may be designated by the administering agency. The Contractor (or his/her agent, if any, designated by him/her as the on-site equal employment opportunity officer) shall recognize the Liaison Committee as an affirmative action body, and shall establish a continuing working relationship with the Liaison Committee, consulting with the Liaison Committee on all matters related to minority recruitment, referral, employment and training.

### V. Reports and Records

The Contractor shall prepare projected workforce tables on a quarterly basis when required by the administering agency. These shall be broken down into projections, by week, of workers required in each trade. Copies shall be furnished one week in advance of the commencement of the period covered, and also, when updated, to the administering agency and the Liaison Committee when required.

The Contractor shall prepare weekly reports in a form approved by the administering agency, unless information required is required to be reported electronically by the administering agency, the number of hours worked in each

trade by each employee, identified as woman, minority, or non-minority. Copies of these shall be provided at the end of each such week to the administering agency and the Liaison Committee.

Records of employment referral orders, prepared by the Contractor, shall be made available to the administering agency on request.

The Contractor will provide all information and reports required by the administering agency on instructions issued by the administering agency and will permit access to its facilities and any books, records, accounts and other sources of information which may be determined by the administering agency to effect the employment of personnel. This provision shall apply only to information pertinent to the Commonwealth's supplementary non-discrimination, equal opportunity and access and opportunity contract requirements. Where information required is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the administering agency and shall set forth what efforts he has made to obtain the information.

#### **VI. Access to Work Site**

A designee of the administering agency and a designee of the Liaison Committee shall each have a right to access the work site.

#### **VII. Solicitations for Subcontracts, and for the Procurement of Materials and Equipment**

In all solicitations either by competitive bidding or negotiation made by the Contractor either for work to be performed under a subcontract or for the procurement of materials or equipment, each potential subcontractor or supplier shall be notified in writing by the Contractor of the Contractor's obligations under this contract relative to non-discrimination and equal opportunity.

#### **VIII. Sanctions**

Whenever the administering agency believes the General or Prime Contractor or any subcontractor may not be operating in compliance with the provisions of the Fair Employment Practices Law of the Commonwealth (Massachusetts General Laws Chapter 151B), the administering agency may refer the matter to the Massachusetts Commission Against Discrimination ("Commission") for investigation.

Following the referral of a matter by the administering agency to the Massachusetts Commission Against Discrimination, and while the matter is pending before the MCAD, the administering agency may withhold payments from contractors and subcontractors when it has documentation that the contractor or subcontractor has violated the Fair Employment Practices Law with respect to its activities on the Project, or if the administering agency determines that the contractor has materially failed to comply with its obligations and the requirements of this Section. The amount withheld shall not exceed a withhold of payment to the General or Prime Contractor of 1/100 or 1% of the contract award price or \$5,000, whichever sum is greater, or, if a subcontractor is in non-compliance, a withhold by the administering agency from the General Contractor, to be assessed by the General Contractor as a charge against the subcontractor, of 1/100 or 1% of the subcontractor price, or \$1,000 whichever sum is greater, for each violation of the applicable law or contract requirements. The total withheld from anyone General or Prime Contractor or subcontractor on a Project shall not exceed \$20,000 overall. No withhold of payments or investigation by the Commission or its agent shall be initiated without the administering agency providing prior notice to the Contractor.

If, after investigation, the Massachusetts Commission Against Discrimination finds that a General or Prime Contractor or subcontractor, in commission of a state construction contract or state-assisted construction contract, violated the provisions of the Fair Employment Practices Law, the administering agency may convert the amount withheld as set forth above into a permanent sanction, as a permanent deduct from payments to the General or Prime Contractor or subcontractor, which sanction will be in addition to any such sanctions, fines or penalties imposed by the Massachusetts Commission Against Discrimination.

No sanction enumerated under this Section shall be imposed by the administering agency except after notice to the General or Prime Contractor or subcontractor and an adjudicatory proceeding, as that term is used, under Massachusetts General Laws Chapter 30A, has been conducted.

**IX. Severability**

The provisions of this section are severable, and if any of these provisions shall be held unconstitutional by any court of competent jurisdiction, the decision of such court shall not affect or impair any of the remaining provisions.

**X. Contractor's Certification**

After award and prior to the execution of any contract for a state construction contract or a state assisted construction contract, the Prime or General Contractor shall certify that it will comply with all provisions of this Document 00820 Supplemental Equal Employment Opportunity, Non-Discrimination and Affirmative Action Program, by executing Document 00859 Contractor/Subcontractor Certification Form.

**XI. Subcontractor Requirements**

Prior to the award of any subcontract for a state construction contract or a state assisted construction contract, the Prime or General Contractor shall provide all prospective subcontractors with a complete copy of this Document 00820 entitled "Supplemental Equal Employment Opportunity, Non-Discrimination and Affirmative Action Program" and will incorporate the provisions of this Document 00820 into any and all contracts or work orders for all subcontractors providing work on the Project. In order to ensure that the said subcontractor's certification becomes a part of all subcontracts under the prime contract, the Prime or General Contractor shall certify in writing to the administering agency that it has complied with the requirements as set forth in the preceding paragraph by executing Document 00859 Contractor/Subcontractor Certification Form.

*Rev'd 03/07/14*

\*\*\* END OF DOCUMENT \*\*\*

DOCUMENT 00821

## ELECTRONIC REPORTING REQUIREMENTS CIVIL RIGHTS PROGRAMS AND CERTIFIED PAYROLL

Implemented on March 2, 2009

Revised June 04, 2019

The Massachusetts Department Of Transportation (MassDOT) has replaced the CHAMP reporting system with Equitable Business Opportunity Solution (EBO), a new web-based civil rights reporting software system. This system is capable of handling both civil rights reporting requirements and certified payrolls. The program's functions include the administration of Equal Employment Opportunity (EEO) requirements, On-The-Job Training requirements (OJT), Disadvantage Business Enterprise (DBE) and/or Minority / Women's Business Enterprise (M/WBE) subcontracting requirements, and the electronic collection of certified payrolls associated with MassDOT projects. In addition, this system is used to generate various data required as part of the American Recovery and Reinvestment Act (ARRA). Contractors are responsible for all coordination with all sub-contractors to ensure timely and accurate electronic submission of all required data.

### Contractor and Sub-Contractor EBO User Certification

All contractors and sub-contractors must use the EBO software system. The software vendor, Internet Government Solutions (IGS), has developed an online EBO Training Module that is available to contractors and sub-contractors. This module is a self-tutorial which allows all users in the company to access the training, complete the tutorial, and become certified as EBO users for a one time fee of \$75.00. This is the only cost to contractors and sub-contractors associated with the EBO software system. The online EBO Training Module can be accessed at [www.ebotraining.com](http://www.ebotraining.com). Click the "Register My Company" button on the login page to begin your training registration. Questions regarding EBO online training should be directed to Gerry Anguilano, IGS at (440) 238-1684.

MassDOT will track contractors and sub-contractors who have successfully completed the on-line training module. All persons performing civil rights program and/or certified payroll functions should be EBO certified.

### Vetting of Firms and Designated Firm Individuals

Contractors must authorize a Primary Log-In ID Holder who has completed EBO on-line training to have access to the EBO system by completing and submitting the "Request For EBO System Log-In/Password Form" located on the MassDOT website at: <https://www.mass.gov/how-to/how-to-get-an-ebo-login>. Contractors must also agree to comply with the EBO system user agreement located on the MassDOT website.

All subcontracts entered into on a project must include language that identifies the submission and training requirements that the sub-contractor must perform. Sub-contractors will be approved by the respective District Office of MassDOT through the existing approval process. When new sub-contractors, who have not previously worked for MassDOT, are initially selected by a general contractor, the new sub-contractor must be approved by the District before taking the EBO on-line training module.

### Interim Reporting Requirements

Until MassDOT is satisfied that the EBO system is fully operational and functioning as designed, contractors and sub-contractors will be required to submit certified payrolls manually. There will be a transition period where dual reporting, through manual and electronic submission, will be required. MassDOT, however, will notify contractors and sub-contractors when they may cease manual submission of certified payrolls.

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DOCUMENT 00859

**CONTRACTOR/SUBCONTRACTOR CERTIFICATION FORM ‡**

(Contractor) Date:

‡This form shall be prepared and submitted to MassDOT for each and every subcontractor; the Prime Contractor shall ensure that the indicated documents have been given, as applicable, to its SubContractors.

(Subcontractor)

District  
Approved  
Subcontractor

Contract No: \_\_\_\_\_ Project No.: \_\_\_\_\_ Federal Aid No.: \_\_\_\_\_

Location: \_\_\_\_\_

Project Description: \_\_\_\_\_

**PART 1 CONTRACTOR CERTIFICATION:** I hereby certify, as an authorized official of this company, that to the best of my knowledge, information and belief, the company is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices, that the company will not discriminate in their employment practices, that the company will make good faith efforts to comply with the minority employee and women employee workforce participation ratio goals and specific affirmative action steps contained in Contract Document 00820 The Commonwealth of Massachusetts Supplemental Equal Employment Opportunity, Non-Discrimination and Affirmative Action Program, and that the company will comply with the special provisions and documentation indicated below (as checked).

I further hereby certify, as an authorized official of this company, that the special provisions and documentation indicated below (as checked) have been or are included in, and made part of, the Subcontractor Agreement entered into with the firm named above.

**This is not a Federally-aided construction project**

**Document #**

- 00718 –Participation By Minority Or Women's Business Enterprises and SDVOBE†
- 00761 –Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
- 00820 – MA Supplemental Equal Employment Opportunity, Non-Discrimination, and Affirmative Action Program
- 00821 – Electronic Reporting Requirements, Civil Rights Programs, and Certified Payroll
- 00859 – Contractor/Subcontractor Certification Form (this document)
- 00860 – MA Employment Laws
- 00861 – Applicable State Wage Rates in the Contract Proposal\*\*
- B00842 – MA Schedule of Participation By Minority or Women Business Enterprises (M/WBEs)†
- B00843 – MA Letter of Intent – M/WBEs†
  - \*\* Does not apply to Material Suppliers, unless performing work on-site
  - † Applies only if Subcontractor is a M/WBE; only include these forms for the particular M/WBE Entity
- B00844 - Schedule of Participation By SDVOBE
- B00845 - Letter of Intent – SDVOBE
- B00846 – M/WBE or SDVOBE Joint Check Arrangement Approval Form
- B00847 – Joint Venture Affidavit

**This is a Federally-aided construction project (Federal Aid Number is present)**

**Document #**

- 00719 – Special Provisions for Participation by Disadvantaged Business Enterprises†
- 00760 - Form FHWA 1273 - Required Contract Provisions for Federal-Aid Construction Contracts
- 00820 – MA Supplemental Equal Employment Opportunity, Non-Discrimination and Affirmative Action Program
- 00821 – Electronic Reporting Requirements, Civil Rights Programs and Certified Payroll
- 00859 – Contractor/Subcontractor Certification Form (this document)
- 00860 – MA Employment Laws
- 00870 – Standard Federal Equal Employment Opportunity Construction Contract Specifications Executive



614056-130141

Order 11246, (41 CFR Parts 60-4.2 and 60-4.3 (Solicitations and Equal Opportunity Clauses))\*

- 00875 – Federal Trainee Special Provisions
- B00853 – Schedule of Participation by Disadvantaged Business Enterprise†
- B00854 – Letter of Intent – DBEs†
- B00855 – DBE Joint Check Arrangement Approval Form
- B00856 – Joint Venture Affidavit
- 00861/00880 - Applicable state and federal wage rates from Contract Proposal\*\*

\*Applicable only to Contracts or Subcontracts in excess of \$10,000

\*\*Does not apply to Material Suppliers, unless performing work on-site

† Applies only if Subcontractor is a DBE; only include these forms for the particular DBE Entity

Signed this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_ Under The Pains And Penalties Of Perjury.

(Print Name and Title)

(Authorized Signature)

**PART 2 SUBCONTRACTOR CERTIFICATION:** I hereby certify, as an authorized official of this company, that the required documents in Part 1 above were physically incorporated in our Agreement/Subcontract with the Contractor and give assurance that this company will fully comply or make every good faith effort to comply with the same. I further certify that:

1. This company recognizes that if this is a Federal-Aid Project, then this Contract is covered by the equal employment opportunity laws administered and enforced by the United States Department of Labor (“USDOL”), Office of Federal Contract Compliance Programs (“OFCCP”). By signing below, we acknowledge that this company has certain reporting obligations to the OFCCP, as specified by 41 CFR Part 60-4.2.
2. This company further acknowledges that any contractor with fifty (50) or more employees on a Federal-aid Contract with a value of fifty-thousand (\$50,000) dollars or more must annually file an EEO-1 Report (SF 100) to the EEOC, Joint Reporting Committee, on or before September 30th, each year, as specified by 41 CFR Part 60-1.7a.
3. For more information regarding the federal reporting requirements, please contact the USDOL, OFCCP Regional Office, at 1-646-264-3170 or EEO-1, Joint Reporting Committee at 1-866-286-6440. You may also find guidance at: <http://www.dol.gov/ofccp/TAguides/consttag.pdf> or <http://www.wdol.gov/dba.aspx#0>.
4. This company  has,  has not, participated in a previous contract or subcontract subject to the Equal Opportunity clauses set forth in 41 CFR Part 60-4 and Executive Order 11246, and where required, has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs or the EEO Commission all reports due under the applicable filing requirements.
5. This company is in full compliance with applicable Federal and Commonwealth of Massachusetts laws, rules, and regulations and is not currently debarred or disqualified from bidding on or participating in construction contracts in any jurisdiction of the United States. See : <http://www.massdot.state.ma.us/Debarred.aspx>.
6. This company is properly registered and in good standing with the Office of the Secretary of the Commonwealth.

Signed this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_, Under The Pains And Penalties Of Perjury.

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Federal I.D. Number: \_\_\_\_\_

Estimated Start Date: \_\_\_\_\_

Estimated Completion Date: \_\_\_\_\_

Estimated Dollar Amount: \_\_\_\_\_

(Print Name and Title)

(Authorized Signature)

(Date)

Rev'd 06/03/14

\*\*\* END OF DOCUMENT \*\*\*



**FY 2025-2026 CAPITAL IMPROVEMENT PROGRAM**

**WARE RIVER SECONDARY  
CULVERT REPLACEMENTS AT MP 19.84 & MP 19.96  
IN GILBERTVILLE, MA**

**CHANGE ORDER FORM**

Date of Change Order Issue: \_\_\_\_\_ Change Order No. \_\_\_\_\_

Description of Change: \_\_\_\_\_

Purpose of Change: \_\_\_\_\_

Justification for Change: \_\_\_\_\_

Supporting Documentation: \_\_\_\_\_

Estimated Cost of Change: \_\_\_\_\_

Impact on Project Completion Date as a result of Change: \_\_\_\_\_

This document will become a supplement to the CONTRACT and all provisions of the CONTRACT will apply to Change Order Work.

MassDOT Rail and Transit Division and Contractor or Specialty Contractor agree that the price and time adjustment to the CONTRACT are equitable and acceptable to all parties.

Requested by: \_\_\_\_\_  
(Representative of Contractor or Specialty Contractor)

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

Approved by: \_\_\_\_\_  
(Representative of MassDOT)

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

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**FY 2025-2026 CAPITAL IMPROVEMENT PROGRAM**
**WARE RIVER SECONDARY  
 CULVERT REPLACEMENTS AT MP 19.84 & MP 19.96  
 IN GILBERTVILLE, MA**
**TRAIN OPERATIONS SCHEDULE**

The Ware River Secondary is an active freight rail line servicing customers along the line between CSX Yard in Palmer, MA and the end of track in South Barre, MA. Service to customers on the Ware River Branch shall remain operational throughout the duration of the project (except during coordinated construction work windows). The Ware River Branch is owned by the Commonwealth of Massachusetts Department of Transportation (MassDOT) and is operated and maintained under contract by Massachusetts Central Railroad (MCER or Railroad).

Freight service is typically conducted on the Ware River Secondary by MCER each weekday depending on demand. There will be no train service on weekends on the Ware River Secondary. MCER will work out a schedule with Contractor to provide track outages necessary to perform the Culvert Replacements work on the Ware River Secondary. There is typically one northbound freight train and one southbound freight train that run on the Ware River Secondary each weekday (Mon-Fri). The train is typically the PA2 train, although on occasion it is the PA1 train.

The current weekday MCER service schedule for the freight trains passing culverts at MP 19.84 and at MP 19.96 in Gilbertville on the Ware River Secondary is as follows:

Train PA2 passing MP 19.84 & MP 19.96 Schedule:

Monday - Friday	Northbound - 11:15am
Monday - Friday	Southbound - 12:45pm

**NOTES:**

- Times given are approximate and may vary depending on a variety of factors.
- There is no scheduled train service on the Ware River Secondary on Saturdays and Sundays.

**END OF SECTION**

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**FY 2025-2026 CAPITAL IMPROVEMENT PROGRAM**

**WARE RIVER SECONDARY  
CULVERTS REPLACEMENTS AT MP 19.84 & MP 19.96  
IN GILBERTVILLE, MA**

**TECHNICAL SPECIFICATIONS  
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## PROJECT NOTES

### GENERAL

These Specifications include requirements for the removal and disposal of the existing 36" high 36" wide stone box culvert to appropriately furnish and install a replacement 48" diameter reinforced concrete pipe (RCP) Class V round culvert, precast concrete wingwalls and riprap dissipator pads and slope protection at MP 19.96. It also includes requirements for the removal and disposal of the existing pair of 8" round galvanized metal pipes and to appropriately furnish and install a replacement 24" diameter reinforced concrete pipe (RCP) Class V round culvert, precast concrete wingwall, metal sheet pile wall and riprap dissipator pads and slope protection at MP 19.84. The project is located on the Ware River Secondary in Gilbertville, MA.

These specifications are issued along with the Project General Conditions, the Project Special Conditions, Project Description, Project Scope of Work and Project Schedule.

Note that some of the Specification sections listed above are included to address conditions which are not expected to be encountered during the execution of this project. These Specification sections are included to provide direction to the Contractor in the event of unexpected circumstances.

For the purposes of these Specifications, the MassDOT Rail and Transit Division (MassDOT or Owner) is identified as the party specifying the quantity, quality and terms of work to be done and Contractor is identified as the party responsible for the performance of work to be done as described in the Specifications.

### MATERIALS

Materials to be supplied by MassDOT (Owner) are outlined in the Project Special Conditions.

While there is no Buy America or Buy American requirement for material in this project, MassDOT, as owner, prefers that domestic material be used wherever possible. Contractors are reminded that all material must meet specifications in every respect and that all work is warranted for a period of one year as stipulated by the General Conditions, Article 11 – Quality Assurance.

### REQUIRED SURVEYS

Contractor shall conduct a preconstruction survey and shall furnish, upon completion of the work, as-built plans for all Work. As-built plans shall show as-built information for all plans contained in the Contract Documents originally issued and/or updated by Owner or Railroad.

### WORKER PROTECTION AND TRAINING

Flag protection, as required by MCRR, shall be arranged for by Contractor. All Contractor personnel must participate in Roadway Worker Protection (RWP) training as specified in the Special Conditions.

## **REQUIRED EQUIPMENT**

Contractor will be required to utilize, at a minimum, the following pieces of equipment (with qualified operators) in the installation process:

- (1) - Hi-Rail Excavator
- (1) to (2) - Hi-Rail Dump Trucks
- (1) - Hi-Rail Grapple Truck
- (1) – Tamper
- (1) – Frac Sedimentation Tank
- (2) - Sump Pumps and Hose Runs

In addition, at least one qualified mechanic properly outfitted with fluids, parts, tools and emergency spill kits will be on site at all times during construction.

**END OF SECTION**

## SUBMITTALS

### GENERAL

- A. This Section specifies the general requirements and procedures for preparing and transmitting data to the Engineer for his/her information, acceptance or approval. Submittals should be made to the MassDOT (Owner's) Engineer and MCER (Railroad) for all materials supplied by Contractor.

### GENERAL PROCEDURES

- A. Transmit submittals sufficiently in advance of construction requirements to permit a maximum of five (5) calendar days for checking and appropriate action by MassDOT's Consulting Engineers and/or MCER.
- B. Submit all work-related submittals as defined in this Section and as required by Contract Documents on a Transmittal Form: Prepare draft of required transmittal form and submit it to Engineer for acceptance. Transmittal form shall be on Contractor's letterhead and shall include the following information:
1. Contract number, project title and date of submittal.
  2. Submittal number sequentially numbered. Revisions shall have original submittal number followed by capital letter (A, B, etc.).
  3. Submittal Title. Category and type of submittal, purpose, description, including intended application of submitted material.
  4. Date sent to Engineer and date of anticipated response. Review time shall be as specified herein.
  5. Required specification references including section name, page number and paragraph
  6. Any additional information Contractor may find helpful in review process.
  7. Distribution record for both transmittals and submittals.
  8. Name and Signature of Project Manager.
  9. Transmittal shall have a minimum 4"x4" space for review stamp
- C. Contractor shall examine and check submission for accuracy, completeness, and compliance with Contract before delivery to Engineer.
1. Stamp and sign each submission with following statement: "Having checked this submission, we certify that it conforms to the requirements of the Contract in all respects, except as otherwise indicated."
  2. By reviewing and approving each submittal, Contractor represents that he has determined and verified materials, field measurements and field construction criteria related thereto, and has checked and coordinated information contained within such submittals with requirements of Work and Contract.
  3. Submit one construction material or one drawing per submittal review. If required for submittal review, submit plan set of drawings germane to the submittal subject.

- D.** Contractor shall maintain submittal log in Excel format and provide the Engineer with updated submittal log on a bi-weekly basis. Submittal log shall have name of submittal, specification or drawing reference number, date submitted, date approved or rejected and comments, which identifies the status of each submission.
- E.** Contractor shall certify shop drawings, working drawings and calculations as submitted by a professional engineer registered in the Commonwealth of Massachusetts when required by individual Specification Sections. Convey, or be accompanied by, information sufficient to completely explain the structures, machines, or systems described and their intended manner of use. When professional certification is required by Contract requirements, Engineer is entitled to rely upon accuracy and completeness of such calculations and certifications.
- F. Engineer's Review and Action**
1. Engineer will review and approve or take other appropriate action upon Contractor's submittals only for the limited purpose of reviewing for conformance with information given and design concept expressed in Contract requirements. Engineer's action will be taken as to cause no delay in Work or in activities of Contractor. Review of such submittals is not conducted for purpose of determining accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain responsibility of Contractor as required by Contract. Engineer's review will not constitute approval of safety precautions or, unless specifically stated by Engineer, of any construction means, methods, techniques, sequences or procedures. Engineer's review of a specific item does not indicate approval of entire assembly of which the item is a component.
  2. Time required for review of submittals and resubmittals by Engineer will be a maximum of 14 calendar days, except as otherwise specified.
  3. All Contractors' submittals will be stamped with one of following dispositions.
    - a. **APPROVED WITH NO EXCEPTIONS TAKEN:** Work may proceed, provided it complies with Contract. Approval of shop drawings and samples will be general, but approval is not construed:
      - 1) As relieving Contractor of responsibility for any errors or omissions, including details, dimensions, and quantity of materials; or
      - 2) As approving departures from details furnished by Engineer.
    - b. **APPROVED AS NOTED WITH EXCEPTION:** Work may proceed, provided it complies with Contract and changes shall be made by Contractor. Resubmission not required. Exception, as noted, will be general. The above dispositions will be general, but approval or exceptions noted shall not be construed as:
      - 1) Permitting any departure from Contract requirements;
      - 2) Relieving Contractor of responsibility for any errors or omissions, including details, dimensions, and quantity of materials; or
      - 3) As approving departures from details furnished by Engineer.
    - c. **REVISE AND RESUBMIT:** Work recognized as not being able to proceed. Revise submittal in accordance with notations thereon and resubmit without delay.
    - d. The following dispositions with comments may also be utilized as required
      - 1) Not Approved
      - 2) Work May Proceed

- 3) Do Not Proceed with Work
  - 4) Make Corrections Noted
  - 5) Do Not Resubmit
  - 6) Submit Final Certified
  - 7) Review Not Required By Contract
4. Handle re-submissions in the same manner as first submittals. Make all revisions and corrections required by Engineer. On re-submissions, direct specific attention in writing to revisions other than the corrections on previous submissions.
  5. Failure of any material to pass specified tests is sufficient cause for refusal to consider, under this Contract, further samples of same brand or make of that material. Engineer reserves right to disapprove any material or equipment previously proven unsatisfactory in service.
  6. Samples of various materials on site, stored or in place may be taken by Contractor for testing. Samples failing to meet Contract requirements will automatically void approval of items tested. Replace such materials or equipment to meet Contract requirements. When tests are required, make only one test of each sample. Samples that do not meet specified requirements will be rejected. Additional testing of samples will be made by Engineer at Contractor's expense.
  7. Contractor will be allowed to resubmit any rejected submittal only once without incurring the cost of review. If the same submittal rejected for the second time, the cost of the further reviews shall be borne by the Contractor. The Contractor will be charged the amount equal to the actual cost to the Project of re-submittal review.

**G. Requirements for shop drawings**

1. Shop drawings shall include fabrication details of all equipment to be installed and special trackwork material, including, but not limited to rail, frog, switch points, insulated joint plugs, joint assemblies, fasteners, tie plates, switch rods and switch stand, and any other supplementary data required by the Engineer.
2. Detail drawings for cribs, cofferdams, falsework, shoring, decking, form work, and for other temporary work and methods of construction the Contractor proposes to use, will be required to be furnished. Such drawings shall be subject to review, but details of design will be left to the Contractor who shall be responsible for the safety and successful construction of the Work. Drawings, the original design for which is the responsibility of the Contractor, shall bear the seal of a Professional Engineer registered in the Commonwealth.
3. Shop drawings shall show design, dimensions, connections, and other details necessary to ensure that the Contract Documents are accurately interpreted. Shop drawings shall show proper connections with adjoining work in detail. Where adjoining work requires shop drawings, such drawing must be submitted for approval at the same time so that connections can be accurately checked.

4. Shop drawings shall establish the actual detail of all manufactured or fabricated items, indicate proper relation to adjoining work and amplify design details of mechanical and electrical equipment in the physical spaces in any structure and incorporate minor changes of design or construction details to suit actual conditions. Where separate sections or trades are involved, shop drawings shall be coordinated and where required by the Engineer shall be submitted in composite form (coordination drawings) clearly designating which trade will perform which work; the words "work by others" will not be accepted.
5. All requests for approval of materials and equipment and submissions of drawings shall indicate the corresponding number of the section and paragraph of the Specifications and reference to the Contract Drawing sheet numbers under which each of the above are required.
6. All shop drawings shall be thoroughly checked by Contractor for compliance with the Contract Documents before submitting them to Engineer for approval and shall bear Contractor's stamp of approval certifying that they have been so checked. Shop drawings submitted without the stamp of approval and certification, or which are incomplete, contain numerous errors, have not been checked, or have been checked only superficially will be returned unchecked by Owner and Railroad for resubmission by Contractor. Contractor shall certify: "This shop drawing has been thoroughly checked and complies with the Contract Documents and field measurements and the item fits with adjoining work except as noted."
7. Contractor shall indicate intended use and proposed installation location of submitted material and equipment for submittal to be reviewed.
8. In checking shop drawings, Contractor shall verify all dimensions and field conditions and shall check and coordinate the shop drawings with the requirements of all other Sections, adjoining materials or trades whose work is related thereto, as required for the proper and complete installation of the work.
9. If corrections are required by the Engineer, make such corrections, and resubmit the drawings, to Engineer for approval. If corrections are still required, the same procedure shall be carried out until the drawings are acceptable.
10. All items shown on shop drawings shall be clearly identified with their location in the Contract, or by the sheet or detail number in which they appear.
11. Upon completion of the Work the Contractor shall provide Record Drawing as specified withing the Drawings section of these Specifications. Portions of the shop drawings, copies / prints, which are not readable will be rejected.
12. Construction progress photographs shall be taken by Contractor daily and submitted as PDF files at the end of the work week with brief explanation of the work depicted.

## REQUESTS FOR INFORMATION

- A. Upon discovery of the need for interpretation of the Contract Documents, Contractor shall prepare and submit a Request for Information (RFI). RFIs shall not be used to request approval of submittals, request approval of design changes or substitutions, nonconforming conditions, or requests for changes to Contract schedule and/or Quantities.
  1. RFIs shall be issued by Contractor to Engineer. RFIs submitted by entities other than Contractor will be returned with no response.

2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in the work.
- B. Content of the RFI:** Include a detailed, legible description of item needing interpretation and/or resolution. RFI shall include the following the following:
1. Project Name
  2. Contract Number
  3. Date of RFI
  4. Name and signature of Contractor's Project Manager
  5. RFI Number, numbered sequentially
  6. Specification Section number and title and related paragraphs, as appropriate
  7. Drawing number and detail references, as appropriate
  8. Field dimensions and conditions, as appropriate
  9. Contractor's suggested solution(s). Contractor's proposals shall be in full compliance with the Contracts Documents and shall not impact Contract schedule and/or cost. If Contractor's proposed solution(s) impact the Contract schedule or cost, the potential impact shall be stated in the RFI.
  10. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe item needing interpretation.
- C. RFI Log:** Prepare, maintain and submit a log of RFIs organized by the RFI number containing the following information:
1. Project Name
  2. Project Contract Number
  3. Name of Contractor
  4. RFI number and Revision Indicator
  5. RFI Description
  6. Date RFI was submitted
  7. Date Response Required
  8. Date Response Received
  9. Date Closed

- D.** Engineer's Action: Engineer will review each RFI, determine action required and return to Contractor within five (5) days. Any change to the Contract Completion Date or Quantities may result in a change being submitted.

#### **MEASUREMENT AND PAYMENT**

- A.** Measurement and Payment of the work items included in this contract are defined under the bid items listed in the Bid Form. All costs associated with the work in accordance with the requirements specified under this Section shall be included in the bid price for the respective bid item.

#### **END OF SECTION**

## PROTECTION OF WORK AND PROPERTY

### GENERAL

- A. Work Included: This Section specifies the general requirements for the temporary protection of work and property during the Contract period.

### TEMPORARY PROTECTION

- A. Protect the following:
1. Existing mainline, siding, and yard tracks from damage and impacts.
  2. Existing railroad culverts, bridges and grade crossings.
  3. Existing public and private access paths and utility easements and crossings.
  4. Existing MassDOT overhead bridge and the private yard facilities and property.
  5. Existing railroad ties, rail, turnouts, OTM, bumping posts and signal equipment.
  6. Existing railroad rolling stock and railroad equipment within the work area.
  7. Existing platforms, buildings and maintenance facilities.
  8. Existing track drainage ditch, drainage pipes and drainage structures.
  9. Existing on site utility structures
  10. Existing wetland, stream and river areas and wooded areas adjacent to the track corridor.
- B. After work is properly completed, be responsible for protecting work and for repairing, replacing, and cleaning of damaged work, so that all work is complete at the time of acceptance of the work.
- C. Remove all temporary protection and coverings at the completion of the Work.

### MEASUREMENT AND PAYMENT

- A. Measurement and Payment of the work items included in this contract are defined under the bid items listed in the Bid Form. All costs associated with the work in accordance with the requirements specified under this Section shall be included in the bid price for the respective bid item.

## END OF SECTION

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## SITE PREPARATION

### GENERAL

- A. Work Included: This Section specifies the following items.
1. Protection: Protection from harm or defacement of trees and other vegetation or objects indicated or designated by Engineer to be preserved. The presumption shall be that any vegetated area not being re-graded as part of the work will be preserved. Areas to be preserved shall include those areas shown on the drawings as undisturbed, any areas indicated by Engineer in pre-construction site visit, or any areas identified by other means. The use of plastic orange snow/construction fence shall be used along Massachusetts Central Railroad, LLC (MCER or Railroad) and MassDOT (Owner's) ROW to delineate the limit of work on the ROW.
  2. Clearing, Grubbing and Trash Removal: Clearing, grubbing, and disposing of all natural materials within the limits of the work including vegetation, bushes, brush, trees, stumps, fallen timber, logs, roots, overhanging branches, and other similar materials.
  3. Removal, Dismantling, and Stockpile: All steel track components and existing track are to be dismantled, salvaged, and stockpiled so as to be ready to be reinstalled once culvert has been replaced. Any ties deemed not reusable by Railroad shall be properly disposed of (See Special Conditions). Railroad will supply replacement materials to Contractor. (See Special Conditions). Alternatively, if the Contractor determines by means and methods that removal of the tracks is not necessary to install the culverts below the tracks, and this is approved by the Owner, then the existing tracks shall be maintained and fully protected during removal and replacement of the sub soil and ballast layers and ties.
  4. Removal and Salvage: Removal, disposal, salvage, or other disposition of man-made materials within the limits of the work including precast concrete barriers, slabs and footings, pavements, curbs and gutters, sidewalks, headwalls, walls and steps, utility service facilities, guardrail and posts, highway and street signs, fences, refuse, trash, debris, and any other miscellaneous structures and site improvements which interfere with construction as indicated by Engineer.
  5. Erosion Control System (if needed only as directed by Owner/Railroad): Placing of siltation fence and straw bales or compost filter tubes for erosion and sedimentation control in areas shown on the drawings or as indicated by Engineer. Contractor shall control offsite transport of sediments, as required.
  6. Sandbag Cofferdam and Temporary Dewatering System: Install and maintain sand bag cofferdam and temporary dewatering system as shown on the drawings and per approved Contractor prepared Water Control/Management Plan. Filter bags shall meet or exceed the maximum pump discharge flow rate to assure stability during pumping.

### SUBMITTALS

- A. Submit copies of requests for and certificates of severance of any utility services to Engineer prior to start of site preparation work.

## SILT FENCE

- A. Wood or Metal posts for silt fence shall be hardwood stakes a minimum two inches square and five feet long.
- B. Silt fence shall be a woven, polypropylene, ultraviolet resistant material that is inert to biological degradation and naturally encountered chemical, alkalis, and acids and with a mesh size sufficient to trap suspended soil particles but allow for the passage of water flow. Materials shall be Beltech 940 Silt Fence, Mirafi 100X Silt Fence, Perma 2130 Silt Fence, or approved equal.
- C. Tie wires for securing silt fence fabric to stakes shall be light gauge metal clips (hog rings) or one thirty second (1/32) inch diameter soft aluminum wire.
- D. Prefabricated commercial silt fence - such as Mirafi Envirofence, Celanese Corp Envirofence, AMXCO Silt Stop, or approved equal. - may be substituted for a built-in-field fence.

## STRAW BALES OR COMPOST FILTER TUBES

- A. Straw bales shall consist of straw for outdoor use with a minimum weight of forty pounds per bale, shall be banded with a minimum of two (2) bands of string or nylon cord of sufficient strength to maintain bale integrity, and shall be staked into the ground with a minimum of two stakes per bale.
- B. The compost filter tubes shall be a minimum of 12" tubular knitted mesh filled with organic composted filter media. The filter tube fabric shall consist of seamless, photodegradeable, multifilament polypropylene material with a maximum mesh opening of 3/8" and a minimum tensile strength of 96 psi. The compost filter media shall be comprised of a minimum 89%, dry weight organic matter with 98% particle size passing the 3/8" sieve.
- C. Wood stakes for straw bales and compost filter tubes shall be hardwood stakes and a minimum of two (2) inches square by four (4) feet long.
- D. Stakes shall be applied to the filter tubes per the manufacturer's specifications.

## PROTECTION

- A. Protect monuments, existing improvements, adjacent property, and facilities from damage.
- B. Contractor shall use all necessary precautions to prevent damage to Railroad and Owner Right-of-Way or private property and to avoid hazardous exposure and personal injury to workers.
- C. Protect existing stone or concrete bounds and monumentation along property lines. Any disturbed bound or monumentation shall be reset by a Registered Land Surveyor at no additional cost to Railroad and Owner.

## CLEARING AND GRUBBING

- A. Clear materials specified herein within the limits described and remove from the site. Remove stumps and roots completely in excavation areas.
- B. Do not start earthwork operations in areas where clearing and grubbing is not complete, except that stumps and large roots may be removed concurrently with excavation.

- C. Remove all material generated by clearing and grubbing and tree trimming and other related operations off the site and dispose of in compliance with all applicable laws and regulations.
- D. Depressions, excavations and voids resulting from the removal of stumps or roots shall be filled with suitable material and compacted as specified under the Excavation and Backfill Section of the Technical Specifications.

### **REMOVAL AND DISPOSAL**

- A. Remove entirely existing miscellaneous structures and site improvements as identified in plan that interfere with construction within the limits described or as designated by Railroad. Cut off and remove abandoned timber pile remnant stubs at or below the top of the proposed prepared subbase for the proposed channel armoring work in areas where such items interfere with construction.
- B. Remove all material generated by removal operations and other related operations off the site and dispose of in compliance with all applicable laws and regulations.
- C. All removal and disposal must be done in accordance with applicable state and federal laws.
- D. Any element to be removed that performs a safety function – such as fencing and signage – shall not be removed until its safety function is no longer necessary or has been replaced. E. All materials, deemed not reusable or salvageable, shall be properly disposed of.

### **SALVAGE**

- A. Salvage indicated material or material determined by the Engineer to be suitable for reuse, including: grates, frames, other metal castings and miscellaneous parts of inlets and manholes; hydrants, fire alarm posts and boxes; metal light poles; sound pipe and valves; metal fencing; guard rail; highway and street signs and posts shall be delivered to Owner/Railroad.
- B. Protect metallic coatings on salvaged items. Remove adhering concrete from salvaged items where required for disposal or directed by Engineer.
- C. Repair, or replace with new material, salvaged material damaged or destroyed due to the Contractor's negligence.
- D. All track material removed and not relocated for reuse as part of this project but determined to be in salvageable condition by Railroad, shall be delivered to a MassDOT storage facility to be determined.

### **BACKFILL**

- A. Backfill and compact trenches and excavations resulting from work under this Section in accordance with Section EXCAVATION AND BACKFILL.

### **SILT FENCE AND STRAW BALE OR COMPOST FILTER TUBE INSTALLATION**

- A. Refer to Technical Specification Section EROSION AND SEDIMENTATION CONTROL.

## MAINTENANCE AND INSPECTIONS

- A.** Inspections: Contractor shall make a visual inspection of all sedimentation control devices at least once per week and promptly after every rainstorm. If such inspection reveals that additional measures are needed to prevent movement of sediment to off-site areas, Contractor shall promptly install additional devices as needed. Sediment controls in need of maintenance shall be repaired promptly. Maintain stockpiles on site of siltation fence, straw bales or compost filter tubes, stakes, and repair kits so that repairs can be made without any delay in obtaining the necessary materials.
- B.** Maintenance:
1. Silt Fences and Straw Bales or Compost Filter Tubes
    - a. Remove accumulated sediment in the vicinity of the silt fence or filter tubes once it builds up to one-half inch of height. Dispose of the sediment off site in compliance with all applicable laws and regulations.
    - b. Replace damaged fabric with new fabric or patch it with section of new fabric with a two foot minimum overlap. Anchor the new fabric in place.
    - c. Make other repairs as necessary to ensure that the fence or filter tubes are filtering all runoff directed towards it.
    - d. Replace straw bales or compost filter tubes when they are saturated with silt or otherwise damaged or ineffective. Dispose of used straw bales and compost filter tubes off site in compliance with all applicable laws and regulations.

## MEASUREMENT AND PAYMENT

- A.** Measurement and Payment of the work items included in this contract are defined under the bid items listed in the Bid Form. All costs associated with the work in accordance with the requirements specified under this Section shall be included in the bid price for the respective bid item.

**END OF SECTION**

## EROSION AND SEDIMENTATION CONTROL

### GENERAL

- A. This Section specifies installing straw bales or compost filter tubes and silt fences for the control of erosion and sedimentation on site.
- B. Straw bale siltation barrier shall consist of straw bales/silt fence or compost filter tubes as detailed in the Contract Documents.

### PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. The silt fence fabric shall be furnished with suitable wrapping for protection against moisture and extended ultraviolet exposure prior to placement.
- B. Each roll of fabric or erosion control mat shall be labeled or tagged to provide product identification sufficient for field identification, as well as inventory and quality control purposes.
- C. Each roll of fabric shall be stored in a manner that will protect them from the elements. If stored outdoors, they shall be elevated and protected with a waterproof cover.
- D. Straw bales or compost filter tubes shall be stored in a manner that will protect them from the elements. If stored outdoors, they shall be elevated and protected with a waterproof cover.

### MATERIALS AND EQUIPMENT

- A. Straw bales or compost filter tubes shall be individually banded and staked into the ground.
  - 1. Straw bales or compost filter tubes shall consist of straw for outdoor use banded with wire or nylon cord (minimum two bands per bale or equal per compost filter tube) and shall be staked for securing into the ground as shown on the Drawings.
  - 2. Stakes for straw bales shall be standard steel pickets, 2 inch by 2 inch wood stakes, or approved equal.
  - 3. The compost filter tubes shall be a minimum of twelve (12) inch compost filled tube of flexible netting material. It shall be a machine-produced tube containing a long term, wood fiber mulch compost that is certified weed free, by a manufacturer. The netting shall consist of seamless, high density polyethylene and ethyl vinyl acetate and contain ultra-violet inhibitors. The compost shall conform to AASHTO Standard MP 9-06 – Compost for Erosion/Sediment Control. Wood chips, bark chips and reprocessed wood products will not be acceptable.
  - 4. Stakes shall be applied to the compost filter tubes per the manufacturer's specifications.
- B. Silt fence shall consist of a self or wire supported geotextile silt fence with support posts
  - 1. Fibers used in the manufacture of geotextiles, and the threads used in joining geotextiles by sewing, shall consist of long chain synthetic polymers composed of at least 85% by weight polyolefins, or polyesters.
  - 2. Both the geotextile and threads shall be resistant to chemical attack, mildew, and rot.

3. Geotextiles shall conform to the following physical requirements in accordance with the acceptance criteria required by ASTM D4759. Values shown are minimum average roll values. Strength values are in the weaker principal direction.
  - a. Tensile Grab Strength: ASTM D4632; 90 pounds minimum.
  - b. Elongation at 50% Minimum Tensile Strength: ASTM D4632; 50% maximum for self-supported fences.
  - c. Permittivity: ASTM D4491; 0.0 10 per second minimum.
  - d. Apparent Opening Size (AOS): ASTM D4751; 0.84 millimeters maximum.
  - e. Ultraviolet Degradation: ASTM D4759; at 500 hours exposure, 70% strength retained for all cases.
4. Posts for Silt Fence: Wood, steel, or synthetic posts may be used. Posts shall have a minimum length of 30" plus burial depth, be of sufficient strength to resist damage during installation, and support applied loads.
5. Wire Support: 12-gauge wire supports at 6-inch maximum spacing each way shall be used when geotextile fabric is not strong enough to support applied loads as specified. Provide hog ring supports as detailed.
6. Prefabricated fence systems may be used provided they meet all of the above material requirements.

## TEMPORARY EROSION CONTROL

- A. Method of stripping vegetation shall be such as to minimize erosion. Fills shall be placed and compacted in such a manner that soil sliding and erosion is minimized. Grading shall be done in such a manner as not to divert water on to the property adjoining the construction site without expressed written permission of the landowner and the local Conservation Commission. If Contractor fails to employ adequate and acceptable erosion control techniques during construction, Engineer may order a suspension of the work until implementation of satisfactory techniques are agreed upon and demonstrated, and Contractor shall have no claim for damages or time extension resulting from such delays.
- B. Staked straw bales/silt fences and/or compost filter tubes shall be installed at the following locations:
  1. Toe of embankment construction.
  2. Toe of abutments and retaining walls.
  3. Across construction ditches prior to entry into any drainage system or waterway.
  4. Toe of temporary earthwork stockpiles.
  5. Other locations shown on the Contract Drawings or designated by Engineer.
- C. Abut straw bales or overlap compost filter tubes to form a continuous barrier. Silt Fence shall be entrenched 4" minimum as shown in the Drawings. Secure straw bales or compost filter tubes in place with two stakes per bale.

- D. Silt fence construction shall be adequate to handle the stress from sediment loading. Geotextile at the bottom of the fence shall be buried a minimum of six (6) inches deep in a trench as shown on the drawings so that no flow can pass under the barrier. Trench shall be backfilled and the soil compacted over the geotextile. Fence height shall be as shown on the drawings, but in no case shall exceed thirty (30) inches above ground surface. Geotextile shall be spliced together only at a support post with a minimum six (6) inch overlap. Posts shall be spaced as indicated on the Contract Drawings. Where a twelve (12) inch depth is not possible, the post shall be adequately secured to prevent overturning of the fence due to sediment or wind loading.
- E. Sediment controls shall be in place prior to any soil disturbing activities including, but not limited to clearing and grubbing, earthwork, dewatering, and excavation.
- F. Any disturbed soils shall be stabilized, either permanently or temporarily, within two (2) weeks of disturbance.
- G. Staked straw bales or compost filter tubes shall be placed at the toe of ballast in all excavation areas adjacent to existing track. Straw bales or compost filter tubes in these areas shall be inspected daily for any defects and repaired immediately.

## MAINTENANCE AND CLEANUP

- A. Maintain the integrity of staked straw bale/silt fence barriers and compost filter tubes as long as they are necessary to contain sediment runoff. Promptly repair or replace ineffective straw bale/silt fence barriers and compost filter tubes while the barrier is still necessary.
- B. Inspect all temporary straw bale/silt fence barriers and compost filter tubes immediately after each rainfall and at least daily during prolonged rainfall. Any deficiencies shall be immediately corrected. Make a daily review of the location of straw bale/silt fence barriers and compost filter tubes in areas where construction activities have changed the natural contour and drainage runoff to ensure that the straw bale/silt fence barriers and compost filter tubes are properly located for effectiveness. Where deficiencies exist, additional straw bale/silt fence barriers or compost filter tubes and erosion control measures shall be installed as directed by Engineer.
- C. Sediment deposits shall either be removed when the deposit reaches approximately one-half of the height of the straw bale/silt fence barrier or compost filter tube, or a second straw bale/silt fence barrier or compost filter tube shall be installed as directed by Engineer. Sediment shall be removed and disposed of periodically from behind straw bale/silt fence barriers and compost filter tubes. In no case shall the accumulated sediment be allowed to rise above the mid height of the straw bale or compost filter tube. All sediment shall be disposed of in an approved manner.
- D. Straw bale/silt fence barriers and compost filter tubes shall remain in place until Engineer directs that they be removed. Upon removal, remove and dispose of any excess silt accumulations, dress the area to give a pleasing appearance, and vegetate all bare areas with approved seed mix.
- E. Straw bales, compost filter tubes, silt fences, and stakes will remain the property of Contractor, may be re-used at other locations provided the materials meet the requirements, and shall be removed and disposed of upon acceptance of the respective work unless directed otherwise by Engineer.

## **MEASUREMENT AND PAYMENT**

- A. Measurement and Payment of the work items included in this contract are defined under the bid items listed in the Bid Form. All costs associated with the work in accordance with the requirements specified under this Section shall be included in the bid price for the respective bid item.

**END OF SECTION**

## EXISTING SITE UTILITIES

### DESCRIPTION OF WORK

- A. Work Included: This Section specifies the maintenance, support, protection, relocation, reconstruction and adjustment-to-grade, restoration, and abandonment of existing utilities affected by the construction work.
- B. For the purpose of this Section, utility means any public or private service, such as electric light and power systems; gas distribution systems; telephone, telegraph, cable television and other communication services; water distribution; storm drain and sanitary sewer services; police and fire communication systems; street lighting and traffic signs and signals; parking meters; and steam distribution systems.
- C. Coordination and work between utility companies and Contractor will be required.
- D. Coordination between Contractor and MCER (Railroad) Signal Department may be required to locate existing signal cables.

### GENERAL

- A. The location of existing underground pipes, cables, conduits, and structures as shown on the Plans have been collected from the best available sources. Massachusetts Central Railroad Corporation (MCER) and MassDOT (Owner) together with its agents do not imply nor guarantee the data and information in connection with the underground pipes, cables, conduits, structures and other parts as to their completeness nor their locations indicated. Contractor shall contact utility owners and request marking location of all their lines in the work areas. Contractor shall assume there are existing water, gas, electric and other utility connections to every building and structure, whether they appear on the Drawings or not. Any expense and/or damage to these shall be the responsibility of Contractor.
- B. Foundations and lines for services, police and fire alarm boxes, street and pedestrian lights, and traffic signals may not be shown on the Drawings. The appropriate utility companies and/or agencies shall be contacted and consulted for locations of the above.
- C. All utility companies, public and private, shall be notified, including those in control of utilities not shown on the Drawings (see Chapter 370, Acts of 1963, Massachusetts) prior to designing, excavating, blasting, installing, backfilling, grading, or restoring pavement. Contractor shall pre-mark the area of excavation or work and notify Dig Safe Center (1-888-DIG-SAFE) at least three (3) business days prior to any excavation or work. In addition, notification shall be given to all affected private and/or public utilities to permit street marking of their lines.
- D. Some unknown utilities may exist in the areas to be excavated. Contractor shall take the necessary precautions when excavated in areas of potential utility conflict. Precautions may include, but are not limited to soil vacuum excavation, hand digging, or other non-destructive means. Contractor shall further be prepared to pre-excavate or pre-trench to locate potential utility conflicts prior to performing such activities as, but not limited to jacking, tunneling, installing temporary excavation support, etc.
- E. Interruptions of utilities shall not be permitted without written consent of the utility owner. Contractor shall coordinate with all utilities and provide all temporary utilities and connections to avoid interruptions.

## SUBMITTALS

- A. Submit working drawings and, if applicable, shop drawings showing the details, procedures, and scheduling for performance of the existing utility work. Show actual location of existing utility facilities; interferences which these facilities present to the new work; location of settlement markers; method proposed to proceed with the construction; details of proposed support systems; and, if applicable, method of testing and procedure for restoration.
- B. Submit written evidence of affected utility owners' approval of the details, procedure, and scheduling.
- C. Provide written notice two (2) weeks in advance of the intended date to commence operations to affected utility owners and parties having surface, subsurface or overhead structures in the construction area. Furnish Engineer copies of all notices.
- D. If a settlement or movement monitoring system is required, submit copies of readings to Engineer and affected utility owner within 24 hours of the reading.
- E. Submit to Engineer, certifications from the respective suppliers that the products to be incorporated in the work are in conformance with applicable requirements.

## NOTIFICATION

- A. Notify the appropriate utility agencies and Engineer at least 48 hours prior to starting any work involving or adjacent to utility service facilities.
- B. Where an existing utility facility is encountered that is not indicated or that is determined to be a different utility facility than that indicated, promptly notify the Authority. Contractor is responsible for determining the owner of the facility and the disposition of the facility.

## PRODUCTS

- A. Products and materials shall be as specified in the Technical Specifications or by the utility company.

## SALVAGE MATERIAL

- A. Reuse materials designated to be salvaged, provided they are inspected and approved by the respective utility owner and Engineer. Salvaged material not designated for reuse or returned to utility owner shall become the property of Contractor.
- B. Maintain and have available for inspection by Engineer a detailed record, including signed vouchers and receipts, of new and salvaged materials received from, used, or returned to the various utility owners.

## EXECUTION

- A. Conform to the specifications and standard practices of the affected utility owners. Coordinate with utility owners, which work shall be done by Contractor and which work shall be done by utility owner at Contractor's expense. Ensure continuity of all existing utility services to all users except when the utility owner determines that temporary interruption is required.

- B.** Unless otherwise indicated or authorized in writing by Engineer, maintain all utility facilities complete in place.
- C.** Abandoned Facilities
1. Demolish and remove abandoned utility facilities in conflict with work.
  2. Do not undertake demolition or removal of the service until written approval for such work has been obtained from the utility owner.
  3. When abandoned facilities are indicated to be left in place, plug, or cap or bulkhead the ends of conduits and pipes, as indicated. Pipe or conduit greater than 15 inches in diameter shall be completely filled with Controlled Density Fill. Remove abandoned utility manholes, junction boxes, and similar structures to a minimum depth of two (2) feet below finish grade and fill the remaining void with sand or select fill, as specified in the Excavation and Backfill Section of the Technical Specifications, after the plugging, or capping, or bulkheading of conduits and pipes has been completed. Puncture or break the bottom slabs of manholes and similar structures to provide drainage. Backfill and compact excavations resulting from removal of utility facilities, as required.
  4. Bulkheads for pipes greater than 15 inches in diameter shall be constructed of solid concrete masonry bricks or solid concrete masonry blocks with full mortar joints. The bulkhead shall be watertight. Recess the bulkhead  $\frac{1}{2}$  inch and seal with non-shrink grout.
- D.** Furnish, install, and maintain all temporary facilities required to provide interim utility service when a utility facility is to be relocated and when a utility facility to be replaced is abandoned prior to replacement.
- E.** Where an existing utility facility is encountered which is not indicated, or which is determined to be a different utility service than that indicated, promptly notify Engineer who will assist in determining the owner of the facility and the disposition of the facility.
- F.** If, upon exposure, the condition or location of a facility to be supported complete-in-place is found by Engineer to be unsafe for support or for maintenance of service, replace or reconstruct the facility as required, with prior approval of Engineer and the utility owner.

#### **SETTLEMENT OR MOVEMENT**

- A.** Provide suitable settlement or movement monitoring systems where indicated or required by the affected utility owner.
- B.** In case of settlement or other movement which might cause damage, take immediate remedial measures to correct the conditions and damages caused by the settlement.

#### **RECONSTRUCTION AND ADJUSTMENT-TO-GRADE**

- A.** Relay, reset, or otherwise reconstruct miscellaneous structures and facilities as indicated.
- B.** Adjust-to-grade manholes and inlets as indicated, by raising or lowering the upper portion thereof.

- C. Backfill under utilities supported or exposed using controlled density fill to allow for the proper support and compaction under the utility. Contractor shall coordinate with the utility owner to determine the acceptability of the use of controlled density fill and shall work with the utility owner to develop alternate means to ensure the proper backfill and compaction under the utility.

### **AS-BUILT UTILITY LOCATION AND CONDITION SURVEY**

- A. For each new or relocated utility installed, including those installed or relocated by others in the project area, perform an as-built location survey by coordinates prior to backfilling the excavation.
- B. The survey data shall be obtained by Global Positioning Survey (GPS) and certified by a Professional Land Surveyor registered in Massachusetts.
- C. A complete digital base plan shall be provided in AutoCAD DWG format Release 2000i or later on a Compact Disk (CD), properly referenced to the coordinate system established in the contract. The following standards shall be applicable:
1. Text: Text shall be drawn using a STYLE of "L100-XX" (where XX refers to the plotted scale) and a font file of "SIMPLEX" as defined in the AutoCAD survey template provided by Engineer. The style shall be defined as a "fixed height" style, and have a height of 0.10 times the drawing plotted scale. (i.e. 4.0 for 40 scale plan, 2.0 for 20 scale plan, etc.).
  2. Precision and Accuracy:
    - a. Horizontal Survey:
      - 1) Precision: Horizontal control and surveyed points shall maintain a minimum precision of 1:10,000.
      - 2) Accuracy: No more than 10% of the survey points shall be in error by more than 1/100 inch or 0.25 mm when viewed at the requested scale.
    - b. Vertical Survey:
      - 1) Precision: Vertical Control shall have a maximum error of closure no greater than .075 feet or .02 meters.
      - 2) Accuracy: No more than 10% of elevations when interpolated from a Surface shall be in error of more than 1/2 a contour interval.
  3. Surface Data: The data format shall conform to Autodesk AutoCAD Civil 3D Project files. If Contractor uses a different software product to create a surface, then the surface must be represented as a TIN (Triangulated Irregular Network) of 3D lines on a separate, distinct layer within the AutoCAD drawing file. 3D faces or 2 dimensional lines are NOT acceptable.

### **MEASUREMENT AND PAYMENT**

- A. Measurement and Payment of the work items included in this contract are defined under the bid items listed in the Bid Form. All costs associated with the work in accordance with the requirements specified under this Section shall be included in the bid price for the respective bid item.

**END OF SECTION**

## AS-BUILT CONSTRUCTION PLANS

### DESCRIPTION OF WORK

- A. This Section specifies the general requirements and procedures for preparing As-Built Construction Plans. As-Built plans are not intended to document final quantities, but are intended to show approved revisions to the contract design including, but not limited to: revised profiles and cross sections; revised typical sections; revised drainage and utilities installations; revised track and signal design; revised structure details and/or any changes to the demolition and removal items and any other changes to the original design or details.

### GENERAL

- A. Contractor shall document all plan changes in the field as they are approved and occur. A dedicated plan set shall be kept by Contractor on site to record all such changes and modifications.
- B. Survey data shall be obtained by Global Positioning Survey (GPS) and certified by a Professional Land Surveyor registered in Massachusetts.
- C. Contractor shall furnish paper "AS BUILT" plans, two (2) paper 11x17 bound copies of the completed project plans, and two (2) electronic file in AutoCADD 2018 Civil 3D on a labeled disk or portable USB drive to Engineer. These "AS BUILT" plans shall be furnished prior to the date of the final acceptance. Engineer will make the original drawings available to Contractor for the making of duplicates for use in preparing the as-built drawings.
- D. The following standards shall be applicable:
1. Text: Text shall be drawn using a STYLE of "L100-XX" (where XX refers to the plotted scale) and a font file of "SIMPLEX" as defined in the AutoCAD survey template provided by the Engineer. The style shall be defined as a "fixed height" style, and have a height of 0.10 times the drawing plotted scale. (i.e. 4.0 for 40 scale plan, 2.0 for 20 scale etc.).
  2. Precision and Accuracy:
    - a. Horizontal Survey:
      - 1) Precision: Horizontal control and surveyed points shall maintain a minimum precision of 1:10,000.
      - 2) Accuracy: No more than 10% of the survey points shall be in error by more than 1/100 inch or 0.25 mm when viewed at the requested scale.
    - b. Vertical Survey:
      - 1) Precision: Vertical Control shall have a maximum error of closure no greater than .075 feet or .02 meters.
      - 2) Accuracy: No more than 10% of elevations when interpolated from a Surface shall be in error of more than 1/2 a contour interval.
  3. Surface Data: The data format shall conform to Autodesk Civil 3D Project files. If the Contractor uses a different software product to create a surface, then the surface must be represented as a TIN (Triangulated Irregular Network) of 3D lines on a separate, distinct layer within the AutoCAD drawing file. 3D faces or 2 dimensional.

- E. Drawings shall include approved design changes during construction. The plan sheets (or any other “job site record document”) revised after award of contract shall include a complete account and detail of the revisions and design changes. The party responsible for the revisions shall have the signed seal of a Professional Engineer (P.E.) registered in the Commonwealth of Massachusetts on each altered plan sheet (or any other “job site record document” with a seal). This documented information is to be part of the As-Built Plan requirements.
- F. As-built plans shall be neat, legible and of the correct size. MassDOT Rail and Transit Projects and any projects which include Plan, Profile, Cross-Section and Detail Sheets shall be full size. As-built plan size shall match the issued plan set size. In general, if the plan set was issued at 11”x17”, the As-Built shall be 11”x17”.
- G. All revisions to the original plans shall be delineated in red, located properly on the drawing, they shall be legible and true to scale.
- H. As-built plan, profile, cross section and detail sheets shall be designated as such by note or stamp “As-Built” in black. As-built plans shall be bound in the same manner as they were issued.
- I. Changes to the issued design by any outside agency shall have their plans added to the As-built plan set. This includes but is not limited to: encroachment permit projects, enhancements, procurements, inter-governmental agreements (IGA), local public agency (LPA) projects and any other agency, private or public, making changes to the existing infrastructure or design. For each new or relocated utility installed, including those installed or relocated by others in the project area, perform an as-built location survey by coordinates prior to backfilling the excavation.

## SUBMITTALS

- A. The person or agency responsible for the work shall submit to the Engineer a set of As-built plans which meet the requirements of this specification.
- B. A complete digital base plan shall be provided in AutoCAD Civil 3D DWG format Release 2018 or later on a Compact Disk (CD) or portable USB drive, properly referenced to the proper coordinate system. The final As-built plans shall be submitted within forty-five (45) days following the substantial work complete date of the project.

## MEASUREMENT AND PAYMENT

- A. Measurement and Payment of the work items included in this contract are defined under the bid items listed in the Bid Form. All costs associated with the work in accordance with the requirements specified under this Section shall be included in the bid price for the respective bid item.

**END OF SECTION**

## DEMOLITION

### GENERAL

- A. Work specified under this Section includes demolition work identified on the Contract Documents and as follows:
  - 1. Demolition and removal of existing track and at-grade crossing material.
  - 2. If found, removing below-grade construction, such as old foundations or buried equipment.
  - 3. If found, disconnecting, capping or sealing, and removing site utilities.
  - 4. Salvaging items for reuse by Massachusetts Central Railroad Corporation (MCER or Railroad) and MassDOT (Owner).

### DEFINITIONS

- A. Demolish: Completely remove and legally dispose of off-site.
- B. Salvage: Carefully detach from existing construction, in a manner to prevent damage, and deliver to Authority ready for reuse. Include fasteners or brackets needed for reattachment elsewhere.

### MATERIALS OWNERSHIP

- A. Unless otherwise indicated in the Contract Documents or directed by Engineer, non-track related demolition waste becomes property of Contractor.
- B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to MCER and MassDOT that may be uncovered during demolition remain the property of MassDOT. Carefully salvage in a manner to prevent damage and promptly return to MassDOT.

### SUBMITTALS

- A. Schedule of Demolition Activities: Indicate the following:
  - 1. Detailed sequence of demolition work, with starting and ending dates for each activity.
  - 2. Temporary interruption of utility services and railroad operations.
  - 3. Shutoff and capping or re-routing of any utility services, if necessary.
- B. Inventory: Submit a list of items to be removed and salvaged to Railroad and Owner prior to start of demolition.

### QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

## PROJECT CONDITIONS

- A. On-site storage or sale of removed items or materials is not permitted.
- B. Construction Access and Staging:
  - 1. Special attention shall be given to sequenced demolition staging work so that operations are not affected with respect to safety, operation and schedule.
  - 2. All non-track materials removed as part of this demolition shall become the property of Contractor and are to be disposed of properly in accordance with applicable local, State and Federal regulations, unless otherwise specified by Engineer.

## COORDINATION

- A. Arrange demolition schedule so as not to interfere with MCER operations or in any way disturb or impact the conduct of business by abutting or neighboring concerns.
- B. Demolition shall proceed in sections. The demolition work must be performed in conjunction with the approved sequence of construction plans.

## PREPARATION

- A. Existing Utilities: Locate, identify, disconnect, and seal or cap off indicated utilities as directed by Engineer.
  - 1. Arrange to confirm locations and shut off indicated utilities with utility companies.
  - 2. Cut off pipe or conduit a minimum of 24 inches below grade. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing according to requirements of authorities having jurisdiction.
- B. Temporary Shoring: Provide and maintain all required shoring, bracing, or structural support to preserve stability and prevent unexpected movement or collapse of construction being removed.
- C. Salvaged Items: Comply with the following:
  - 1. Clean salvaged items of dirt and demolition debris.
  - 2. Store items in a secure area until delivery to MCER and MassDOT.
  - 3. Transport items to storage area within 100 miles of the project site as designated by MCER and MassDOT.
  - 4. Protect items from damage during transport and storage.

## PROTECTION

- A. Existing Facilities: Protect adjacent walkways, yard track, platforms, loading docks, station or building entries, other building facilities, existing bridge masonry substructure to be retained, and other structures during demolition operations.

- B. Existing Utilities:** Maintain utility services to remain and protect from damage during demolition operations.
1. Do not interrupt existing utilities serving adjacent occupied or operating facilities unless authorized in writing by MCER and MassDOT and authorities having jurisdiction.
  2. Provide temporary services during interruptions to existing utilities, as acceptable to MCER and MassDOT and authorities having jurisdiction.
- C. Temporary Protection:** Erect temporary protection, where required by authorities having jurisdiction and as indicated.
1. Protect adjacent buildings, facilities and properties from damage due to demolition activities.
  2. Protect existing site improvements, appurtenances, and landscaping to remain.
  3. Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
  4. Provide protection to ensure safe passage of people around demolition area and to and from occupied portions of adjacent buildings and structures.
  5. Limit dust, noise, and dirt migration to adjacent properties.
  6. Protect existing natural tree and or wetland areas from impacts due to construction activity and dust, noise, dirt and litter migration from the construction work zone.
  7. Provide means to prevent demolition debris and materials from entering waterways at the site.
- D. Remove temporary barriers, protections, and bracing where hazards no longer exist. Where open excavations or other hazardous conditions remain, leave temporary barriers and protections in place.**

## **DEMOLITION, GENERAL**

- A. General:** Demolish indicated items completely or to limits shown on the Contract Documents. Use methods required to complete the Work within limitations of governing regulations and as follows:
1. Do not use cutting torches until work area is cleared of flammable materials. Maintain portable fire-suppression devices during flame-cutting and rail saw operations.
  2. Maintain fire watch during and for at least four hours after flame cutting and rail saw operations.
  3. Maintain adequate ventilation when using cutting torches and rail saw.

- B. Site Access and Temporary Controls:** Conduct demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities. Any disturbance to adjacent facilities shall be restored to the satisfaction of MassDOT.
1. Do not close or obstruct streets, walks, walkways, platforms or other adjacent occupied or used facilities without permission from Railroad, MassDOT and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.
  2. Use water mist and other suitable methods to limit spread of dust and dirt within project work area.
- C. Temporary Site Access:** Contractor shall make arrangements for temporary site access with abutting property owners if needed. Any temporary access roadway construction shall be at Contractor's expense and shall be removed at the conclusion of the project construction. Contractor shall restore site completely to pre-construction condition to the satisfaction of Owner.
- D. Explosives:** The use of explosives is not permitted for demolition purposes.

#### **DEMOLITION BY MECHANICAL MEANS**

- A. Salvage:** Items to be salvaged are as indicated on the Site Plan, Scope of Work, and as directed by the Railroad or Engineer.

**Below-Grade Construction:** Demolish foundation walls and other below-grade construction that are within footprint of new construction and extending five (5) feet outside footprint indicated for new construction. Abandon below-grade construction outside this area.

- B. Existing Utilities:** Abandon existing utilities and below-grade utility structures if indicated on the Construction Plans or Directed by the Engineer.
- C. Abandon existing utilities and below-grade utility structures.**

#### **SITE RESTORATION**

- A. Below-Grade Areas:** Rough grade below-grade areas ready for further excavation or new construction.
- B. Site Grading:** Uniformly rough grade area disturbed during demolition operations to a smooth surface, free from irregular surface changes. Provide a smooth transition between adjacent existing grades and new grades.

#### **REPAIRS**

- A. Promptly repair damage to adjacent features, utilities, fences, existing bridge structure to be retained or other structures caused by demolition operations.**
- B. All repairs made to remediate damage caused by demolition operations shall be made at no additional cost to MassDOT and Railroad.**

## **DISPOSAL OF DEMOLISHED MATERIALS**

- A.** Remove demolition waste materials from Project site and legally dispose of them in location acceptable to authorities having jurisdiction.
  - 1. Do not allow demolished materials to accumulate on-site nor be illegally dumped in wooded areas adjacent to the railroad corridor.
  - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
  - 3. All scrap tie, and switch timbers shall be disposed of at a MassDEP approved facility. MassDOT will require Contractor to submit the weight slips for payment.
- B.** Do not burn demolished materials.

## **REUSE OF SALVAGED ITEMS**

- A.** All existing track material should be temporarily removed, handled, stockpiled and reset as directed by the MCER Railroad representative and as per Scope of Work and Special Conditions.

## **MEASUREMENT AND PAYMENT**

- A.** Measurement and Payment of the work items included in this contract are defined under the bid items listed in the Bid Form. All costs associated with the work in accordance with the requirements specified under this Section shall be included in the bid price for the respective bid item.

**END OF SECTION**

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## EXCAVATION AND BACKFILL

### GENERAL

- A. Work Included: This Section specifies the following items.
1. Preparing subgrades for subballast, ballast and track.
  2. Excavating, backfilling and compacting for subballast, ballast and track.
  3. Disposal of excess excavated material will be along the railroad right-of-way within five (5) miles of the work site at a location(s) designated by Engineer.
  4. Placement and compaction of ballast. The placement of subballast or ballast for the base course shall be in accordance with the Contract Drawings, Scope of Work, AREMA Recommended Practices, and the MassDOT MW-1 except as modified herein. Crushed stone shall be installed only in areas directed by Engineer.
  5. Placement of flowable compacted fill in utility trenches and other areas as directed by Engineer.

### RESPONSIBILITY OF CONTRACTOR

- A. Contractor shall be responsible for adhering to regulations, specifications, and recognized standard practices related to soil and rock excavation during excavation and removal activities. MCER (Railroad) and MassDOT (Owner) will not be responsible at any time for Contractor's violation of pertinent state or federal regulations or endangerment of laborers or others.
- B. It is the responsibility of Contractor to protect all existing utilities within the Contract Limits. Coordination with the various utility companies shall be required for the protection of these lines as stated within these Contract Specifications.
- C. Contractor shall be responsible for all costs associated with protection, repair, or relocation of utility lines within the Contract Limits.

### PREPARATION

- A. Protect structures, track structure, utilities, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by excavation operations.
- B. Preparation of subgrade including removal of vegetation, topsoil, debris, obstructions, and deleterious materials from ground surface is specified in Section Site Preparation of the Technical Specification.
- C. Protect and maintain erosion and sedimentation controls when needed, which are specified in Section Site Preparation and Section Erosion and Sedimentation Control of the Technical Specifications, during excavation operations.

### EXPLOSIVES

- A. Explosives: Do not use explosives.

## EXCAVATION, GENERAL

- A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include bituminous and cement concrete sidewalks and roadways, bricks and cobbles, old ballast, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.

## STORAGE OF SOIL MATERIALS

- A. Temporary Stockpiling of excavated old ballast and soil material within the yard in the area designated by Railroad is acceptable until material is reused or disposed of along railroad Right-of-Way. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
- B. Stockpile soil materials away from edge of excavations.
- C. Do not store within drip line of remaining trees.

## MATERIAL TRANSPORT

- A. All soils transported on and along track shall be loaded by Contractor into properly licensed and permitted hi-rail vehicles.
- B. Hi-rail trucks used to transport the materials shall be constructed and loaded so as to prevent any of the load from dropping, sifting, leaking, or otherwise escaping during transport. All trucks shall be equipped with tarps or other substantial type covers which shall be used to prevent any materials from spilling during transport.

## EMBANKMENT FILL

- A. Existing excavated materials shall be used as embankment fill.
- B. Plow, scarify, bench, or break up railroad Right-of-Way sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
- C. Where possible, place excavated material on subgrades free of mud, frost, snow, or ice.

## GRADING

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
  - 1. Provide a smooth transition between adjacent existing grades and new grades.
  - 2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.
- B. Site Grading: Slope grades to direct water away from track and to prevent ponding. Finish subgrades to required elevations.

## **DISPOSAL OF SURPLUS AND WASTE MATERIALS**

- A. Disposal: Contractor shall remove unsatisfactory waste material from excavated material, including trash, and debris, and legally dispose of it off the site.
- B. Surplus: If surplus of satisfactory excavated material exists, Contractor is to dispose of the material within the railroad Right-of-Way as directed by Engineer.

## **MEASUREMENT AND PAYMENT**

- A. Measurement and Payment of the work items included in this contract are defined under the bid items listed in the Bid Form. All costs associated with the work in accordance with the requirements specified under this Section shall be included in the bid price for the respective bid item.

**END OF SECTION**

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## **RIPRAP**

### **GENERAL**

- A. This work shall consist of a protective covering of angular shaped stones laid at ends of paved swales and ends of new ditches to provide energy dissipation for storm drainage flow.

### **MATERIALS**

- A. Riprap shall conform to MassDOT Material Specification M2.02.0. Riprap stone sizes to be installed are to exactly match those sizes; by location, as are exactly shown and labelled in the plan drawings and in the permit documents.

### **CONSTRUCTION METHODS**

- A. The stone shall be placed upon an approved bed of gravel, crushed stone, or other acceptable material, to the lines and grades shown on the plans and as directed by the Engineer.
- B. Each stone shall be carefully placed by hand or machine, on a prepared bed, normal to the slope and firmly bedded thereon.

### **MEASUREMENT AND PAYMENT**

- A. Measurement and Payment of the work items included in this contract are defined under the bid items listed in the Bid Form. All costs associated with the work in accordance with the requirements specified under this Section shall be included in the bid price for the respective bid item.

## **END OF SECTION**

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## GEOTEXTILE FABRIC

### GENERAL

- A. This work shall consist of the placement of geotextile fabric on the prepared subgrade beneath crush stone pipe bedding and wrapped around pipe joints in accordance with these specifications and in close conformity with the lines and grades shown on the plans.

### MATERIALS

- A. The geotextile fabric shall be a woven or non-woven fabric consisting only of long chain polymeric filaments or yarns, such as polypropylene, polyester, polyamide or polyvinylidene-chloride, formed in a stable network such that the filaments of yarns retain their relative position to each other. The fabric shall be inert to commonly encountered chemicals, and free of defects or flaws which significantly affect its physical and/or filtering properties. During all periods of shipment and storage, the fabric shall be wrapped in a heavy duty protective covering to protect the fabric from direct sunlight, ultraviolet rays, temperatures greater than 140 deg F, mud, dirt, dust, and debris.
- B. Physical Requirements: The fabric furnished may be either woven or non-woven, at Contractor's option. The fabric shall meet the following requirements as specified:

#### Type III Fabric - Subgrade Stabilization

<u>Property</u>	<u>Minimum Value*</u>	<u>ASTM Test Method</u>
Grab Strength (lbs.)	180	ASTM D-4632
Elongation (%)	N/A	ASTM D-4632
Sewn Seam Strength** (lbs.)	160	ASTM D-4632
Puncture Strength (lbs.)	75	ASTM D-3787
Burst Strength (lbs.)	290	ASTM D-3786
Trapezoid Tear (lbs.)	50	ASTM D-4533
Apparent Opening Size (U.S. Standard Sieve)	Hole Size Equal to or Smaller than a U.S. Standard No. 400 (0.425 mm)	Corps of Engineers Standards CW-02215
Permeability (cm/sec)	0.005	AASHTO M-288
Flow Rate	20	AASHTO M-288

\*Minimum. Use value in weaker principal direction. All numerical values represent minimum average roll value (i.e., test results from any sampled roll in a lot shall meet or exceed the minimum values in the Table). Stated values are for non-critical, non-severe applications.

\*\*Values apply to both field and manufactured seams.

### CONSTRUCTION METHODS

- A. The fabric, except wrapping placed directly against the pipe, shall be formed in widths of at least 6 feet. Sheets of fabric may be sewn together at the point of manufacture or other approved locations.
- B. The geotextile manufacturer is responsible for establishing and maintaining a quality control program so as to assure compliance with the requirements of this specification.

- C. Existing subgrade shall be compacted prior to placement of geotextile fabric.
- D. Fabric shall be overlapped a minimum of 2'-0".

**MEASUREMENT AND PAYMENT**

- A. Measurement and Payment of the work items included in this contract are defined under the bid items listed in the Bid Form. All costs associated with the work in accordance with the requirements specified under this Section shall be included in the bid price for the respective bid item.

**END OF SECTION**

## GENERAL TRACK CONSTRUCTION

### GENERAL

- A.** This Section specifies general information and requirements concerning track construction on Massachusetts Central Railroad (MCER or Railroad) and MassDOT (Owner) railroad property. For this project, track construction may include the following:
1. Removal, dismantling, salvaging, and stockpiling of existing track.
  2. Existing track materials deemed not reusable by Engineer shall be disposed of in accordance with all ordinances, rules and regulations, including environmental regulations, of the authorities having jurisdictional.
  3. Preparation of track roadbed and construction of ballasted track.
  4. Installation of timber crossties
  5. Re-alignment, surfacing and tamping of existing tracks
- B.** The approximate limits of the above types of track construction are defined on the Contract Drawings and described in the Scope of Work.

### APPLICABLE STANDARDS

- A.** Pertinent provisions of the following listed standards and publications shall apply to the Contract, except as they may be modified herein, and are hereby made part of these Specifications to the extent required.
1. American Railway Engineering and Maintenance Association, Manual for Railway Engineering, latest edition, herein referred to as the AREMA Manual.
  2. American Railway Engineering and Maintenance Association, Portfolio of Trackwork Plans, latest edition, herein referred to as the AREMA Portfolio.
  3. MBTA Railroad Operations Book of Standard Plans.
  4. MassDOT MW-1 Specification for Construction and Maintenance of Track.

### QUALITY ASSURANCE

- A.** Contractor shall perform all measures necessary to assure quality of the Work. This shall include source quality control and field quality control requirements.
- B.** Contractor shall be experienced in the construction of the various types of trackwork included in this Contract. Such experience shall have been gained on at least three previous contracts of similar volume of work with other North American transit properties or railroads.

### SUBMITTALS

- A.** Contractor shall submit a detailed construction schedule, including dates for commencement and completion of all sections of track construction and surfacing and lining of track.

## **SURVEYING REQUIREMENTS**

- A. Employ a qualified surveyor to establish the baseline and perform the survey required within the project limits and assume full responsibility for all dimensions and elevations taken and the setting of lines and grades relating thereto.
- B. Furnish and place markers for a minimum of six control points for use as reference points of the track centerlines, as needed to re-build track to its designated alignment and surface
- C. Maintain control points and reference points for the duration of the work and include these as part of As-Built Drawings to be submitted.

## **BALLAST**

- A. Ballasted mainline track shall be constructed using AREMA No. 4 ballast in accordance with the Special Conditions.
- B. The ballast shall be constructed to the cross-sections indicated on the Contract Drawings and as described in the Scope of Work.
- C. Contractor shall supply the stone ballast as specified in the Special Conditions and as shown on plans.

## **PLACEMENT OF BALLAST**

- A. Compact the finished subgrade prior to installation of ballast. Distribute and compact a ten inch (10") layer of bottom ballast uniformly over the finished subgrade prior to tie distribution. Distribute and compact bottom ballast in three inch lifts uniformly over the finished subgrade. Total bottom ballast shall not exceed six inches (6"). Each bottom ballast layer shall not exceed four inches compacted depth. The finished grade of the compacted bottom ballast shall be two inches (2") below bottom of tie final grade, plus or minus one inch (+/- 1").
- B. Thoroughly compact ballast until stones are firmly interlocked and surface is true and unyielding. Compact ballast using vibratory compactors of either the roller or pad type. Dynamic force for either type shall not be less than 20,000 pounds and the frequency range shall be 1100 to 1500 vpm. Use machines equipped with a governor which can be set and locked to control rate of impulse. Provide a tachometer or other suitable device for accurately checking the frequency of vibration during the compacting operation.
- C. Top surface of initial layers of ballast shall be smooth, flat and uniformly compacted prior to distributing ties.
- D. The ballast shall be installed and compacted to the cross-sections indicated on the Contract Drawings.

## **WOOD CROSSTIES**

- A. Carefully distribute and properly space existing or new crossties on the compacted layer of new ballast. Space grade crossing crossties at 18" on center. Space all other crossties outside of grade crossing ties at standard 19 1/2" on center. There should be at least 10 wood crossties ties in every 20 feet of track. All crossties shall be installed perpendicular to the centerline of the track.

- B.** Place timber ties so that heartwood is down. Do not adze ties unless approved. Handle treated ties in a manner to avoid breaking and bruising. Do not throw ties from cars or trucks onto rails or rocks.
- C.** Place ties normal to centerline of track unless shown otherwise on Contract Drawings or as directed by Railroad. Properly space and align ties prior to rail installation. In placing or spacing treated ties, handle only with tongs or suitable devices. Do not use chisels, forks, mauls, picks, punches, shovels, or sledges for moving ties or placing them in position beneath rails. Avoid unnecessary handling, redistribution, and reloading of ties. To extent practical, distribute ties in proper position for use without further handling.

## **TIE PLATES**

- A.** Timber crossties shall have tie plates installed under each rail. As an alternate to the process described below, Contractor may use pre-plated ties, as long as the final trackwork meets the requirements stated in the following sections.
- B.** Prior to installation of tie plates, clean contact surfaces to allow proper bearing of tie plate on tie and rail on tie plate.
- C.** Locate centerline of tie plates on 8 feet 6 inch ties so that the line side of the tie is properly located from outer edge of base of rail. Tie plate shall be centered on the crosstie under the rail.
- D.** Locate tie plates on longitudinal centerline of each tie and place square to centerline of rail so that outside shoulder of plate bears fully against rail base. Place plate with the downward cant toward center of track.
- E.** Secure rail on line end of ties to tie, in proper relation to tie end, before securing opposite rail. Use line rail as reference in securing opposite rail to proper gauge.

## **TRACK SPIKES**

- A.** Cut spike shall be new 5/8" x 6" reinforced throat duck bill with 6" under the head and conform to MBTA Railroad Operations Book of Standard Plans, Drawing 1210, MBTA Commuter Rail Material Specification No. 9212 and AREMA Manual for Railway Engineering Chapter 5, Part 2.

## **LIQUID TIE PLUGGING COMPOUND**

- A.** Contractor shall use a Railroad approved chemical formulation for plugging crossties not designated for replacement. Such compound shall have the equivalent or greater characteristics of the Willamette Valley Company SPIKEFAST® ES-50 RM formula. It is Contractor's responsibility to ensure that the plugging compound is being applied in a manner that is consistent with the chemical manufacturer's instructions. Spike or Screw spike holes shall be filled in completely with the approved plugging compound. Furnishing and installing liquid plugging compound for all work in this contact shall be incidental to installation of crossties/timber.

## **THERMITE WELDING**

- A.** Welding and Testing will be as specified in – WELDING OF RAIL specification and the following:
  - 1. No rail less than 18 feet long shall be welded into track

2. Welds in head hardened rail will be air quenched.
3. Removal of rail anchoring shall not exceed 200 feet in both directions when making a weld.

### **BOLTED JOINTED RAIL**

- A. Standard bolted joints shall be in accordance with the Contract Drawings, Scope of Work and Special Conditions. Standard bolted joints on opposite rails shall be staggered a minimum of four ties.
- B. Secure rail on line end of ties to tie, in proper relation to tie end, before securing opposite rail. Use line rail as reference in securing opposite rail to proper gauge.
- C. Compromise bolted rail joints shall be staggered a minimum of fifteen feet (15') when the height difference between the connecting rail sections is less than one-half inch (1/2'). When the height difference between the connecting rail sections exceeds one-half inch (1/2'), the opposite rail joints shall be within the same crosstie crib. Compromise bolted rail joints shall not be located on a crosstie or rail plate.
- D. All bolted rail joints shall have a gap between 1/8" and 3/16".

### **RAIL ANCHORS**

- A. Rail anchors shall be of the drive on type designed to properly fit and hold the designated rail section. Rail anchors shall conform to AREMA Manual for Railway Engineering, Chapter 5, Part 7 for functional design.
- B. Rails shall be anchored in accordance with MassDOT MW-1, Section 125. Rail anchors shall not be installed in grade crossings within the limits of rail seal or manufactured crossing system unless specified by the manufacturer.
- C. All anchors removed during track dismantling are to be properly re-installed during track re-installation. Anchors for all work in this contract are considered to be incidental to the removal and re-installation of the track. Contractor shall install all anchors in accordance with the provisions of the Contract Drawings, Scope of Work, Technical Specifications, AREMA Recommended Practices, and the MassDOT MW-1
- D. Rail anchors are to be re-installed on all re-used and new crossties when the crosstie being replaced was anchored. Unusable or damaged anchors shall be replaced with new anchors designed for the rail section being anchored. Rail anchor installation shall be in accordance with current AREMA and MassDOT MW-1 Standards.
- E. Crossties shall be box anchored and anchors shall be fully engaged with the rail base with full bearing against both sides of the crosstie. All requirements of these Technical Specifications with respect to track gage, material, tie installation and finished track condition following tie installation shall apply to rail anchor installation.

### **SURVEYING REQUIREMENTS**

- A. Employ a qualified surveyor to perform the survey required within the project limits and assume full responsibility for all dimensions and elevations taken and the setting of lines and grades relating thereto.

- B. Furnish and place markers for the control points and reference points of the track centerlines, as needed to build worked track to its designated alignment and surface. A minimum of six control points must be established for installation of the switches.
- C. Maintain control points and reference points for the duration of the work.

### HI-RAIL CONSTRUCTION EQUIPMENT REQUIREMENTS

- A. Contractor shall submit a list of construction equipment to be used during the trackwork construction including its weights and dimensions. The equipment will not be permitted on MCER/MassDOT property until it has been inspected and approved.
- B. Contractor shall verify that his track-mounted or hi-rail equipment complies with these specifications and the standards set by the AAR Mechanical Division.
- C. Contractor shall operate only equipment in a good state of repair and with all safety appliances and protective devices in place and functional.
- D. Rail wheels with flat spots of length exceeding 8 percent of the wheel diameter are prohibited. Any equipment with a wheel with a flat spot exceeding 5 percent of the wheel diameter is restricted to a maximum speed of 10mph on bridges.
- E. Contractor's equipment shall not exceed the design loads for any track or structure. Contractor shall verify that proposed equipment meets these requirements.
- F. Contractor's equipment shall physically clear all fixed obstructions within the limit of the project, including signal and power installations. Any damage caused by the Contractor will be repaired or replaced as determined by Railroad and at no additional cost to MassDOT.

### TRACK GAGE

- A. Track gage shall be 56- $\frac{1}{2}$ " +/- 1/8" measured at a right angle to the rail from inside face to inside face of the rails between points 5/8-inch below the top of rail. If the track gage of adjacent, existing ties and switch timber vary outside the 56-3/8" to 56-5/8" range, then gage of adjacent, existing ties and switch timber must be adjusted to conform to the limits given above. Any gage transition into existing conditions must be approved by MCER (Railroad) or MassDOT (Owner's) Authorized Representative. It is mandatory that Contractor run the spiker with the gage function on.
- B. Each tie shall have three (3) spikes per plate in tangent track, four (4) spikes per plate in curved track. Spiking pattern shall be uniform and as directed by Railroad. Joint ties shall be installed so that spikes will not be driven within 2" of the ends of joint bars. Spikes are not to be driven in the slots of toed/slotted joint bars.
- C. Contractor shall supply all spikes as specified in the Special Conditions.

### TRACK GEOMETRY

- A. Track shall be constructed in conformance with the Contract Drawings, Scope of Work, AREMA Recommended Practices and the MassDOT MW-1.

- B.** For tangent track, the alignment is to be based on the established centerline of the Ware River Branch main track, equidistant between the gauge sides of the running rails.
- C.** For curved track, the alignment is to be based on the centerline of track with the outside rail located 2 feet 4-1/4 inches radial from the centerline measured in the plane of the rails. Track gage shall be measured as specified in the Track Gage section of this technical specification. Gage shall be 4 feet 8-1/2 inches.
- D. Rail Cant:**
1. Ballasted track shall be constructed with rail cant at 40 to 1 inward inclination of the rails.
  2. Rail in special trackwork shall be constructed with no cant.
- E. Superelevation:**
1. Primary track curves shall be superelevated as shown on the Contract Drawings.
  2. Elevation, or superelevation, is the vertical distance of the outer rail of a curve above the inner rail. It is provided to overcome or partially overcome the effects of curvature and speed. Superelevation shall be as shown on the plans. Tangent track shall not be superelevated, except as provided in the paragraph below.
  3. Superelevation shall be attained gradually and uniformly over the length of the spiral or as indicated. Superelevation shall change no more than one inch (1") in 62 feet. Full elevation shall be achieved at the start of the body of the curve. If necessary, up to one inch may be run off in tangent track. The outer rail shall be superelevated above the inner rail; the inner rail shall be at the required profile.
  4. Spirals - The superelevation at the point of tangency shall be zero and shall increase uniformly through the length of the spiral to full elevation of the outer rail at the spiral-to-curve point. This spiral shall be provided at the ends of simple curves and segments of compound curves as measured in the field.
  5. Turnouts and crossovers shall not be superelevated, unless specifically noted on the plans.
  6. Prior to final surfacing, brass tags attached to the ties shall be used to mark the beginning and ending points of superelevation and shall be located at 1/4 inch increments between the beginning and ending points of the superelevation transition. Tags shall be placed to be read while facing along the track excepting the tag at full elevation which shall be placed to read facing the high rail, to plainly indicate the authorized full elevation. The amount of superelevation shall be as indicated on the plans.
- F. Track Surface:**
1. Track surface is the relationship of opposite rails to each other in profile and cross level. Track profile is the running surface along the top of the grade rail. Cross level is the difference in elevation of the tops of heads of opposite rails measured at right angles to the track alignment. The ideal surface is a uniform profile consisting of straight gradients connected by vertical curves, with zero cross level on tangents and predetermined cross level on curves.

**TRACK CONSTRUCTION TOLERANCES**

A. The track construction tolerances shall be as specified in Table I below.

**TABLE I  
TRACK CONSTRUCTION TOLERANCES**

Gage Variation from requirements of section Track Gage Difference in 62'	$\pm 1/8$ -inch  1/8-inch
Cross Level:  Variation from zero at any point in tangent track Variation from computed value in spirals and curves  Rate of change of permissible variation from requirements of section Track Geometry shall not exceed	$\pm 1/8$ -inch  $\pm 1/8$ -inch  3/16-inch in 62 feet
Horizontal Track Alignment: (1) (2)  Maximum deviation from tangent or permissible variation from uniform curvature on curves shall not exceed  Rate of change of permissible variation shall not exceed	$\pm 1/4$ -inch  3/16-inch middle ordinate to a 62-foot chord on curves, and 1/16-inch middle ordinate to a 62-foot chord on tangent
Vertical Track Profile: (1)  Rate of change of permissible variation shall not exceed	1/8-inch middle ordinate of a 62-foot chord

**NOTES:**

- (1) Measured on the line rail. Use either rail as the line rail on tangent track, except that the same rail shall be used for the full length of the tangent. Use the outer rail as the line rail on curved track.
- (2) Total deviation in station areas to be  $\pm 1/8$  inch vertical and  $\pm 1/4$  inch horizontal to insure ADA/MAAB compliance.

**SURFACING AND ALIGNING**

A. Contractor shall distribute sufficient top ballast to tamp and raise reconstructed track to match the profile of the proposed finished top of rail grade as determined by the pre-construction survey. Top of rail shall be within 1/2" of proposed final top of rail grade for all tracks/rails with specified final grades on contract plans.

- B.** At the conclusion of the track construction, Contractor shall perform surface and alignment of all tracks within the project limits using approved on-track equipment. A surfacing lift of 1” to 2” shall be made to completed track to meet final track profile.
- C.** Surface and Lining of all tracks must meet FRA Class 2 Geometry and all turnouts must meet FRA Class 5 Geometry. Surfacing and lining with a non-production machine is permissible provided that it is done under the direction of a surveyor and approval of Railroad.
- D.** Following this work, Contractor shall perform Quality Control (QC) work to correct track defects created by the surfacing and lining work. QC corrections will address defect both with existing and newly installed ties and include high spikes, tie plates not centered, plate shoulder or other object (stone, spike head, etc.) bearing under rail base, and down ties.
- E.** Both sides of all switches shall be surfaced, lined and tamped. Track surface shall be run out at least 100 feet beyond switches and the ends of the re-alignment areas or as directed by Railroad.
- F.** Following the completion of surfacing, lining and tamping, Contractor shall plow/sweep remaining ballast so that all track is completely swept, all cribs are filled to at least 1” below top of tie, no ballast remains on the top of ties, and all areas outside switches are smooth and level.

#### **MEASUREMENT AND PAYMENT**

- A.** Measurement and Payment of the work items included in this contract are defined under the bid items listed in the Bid Form. All costs associated with the work in accordance with the requirements specified under this Section shall be included in the bid price for the respective bid item.

#### **END OF SECTION**

## TRACK BALLAST

### GENERAL

- A. This Section specifies the testing and furnishing of Track Ballast.
- B. Related work includes General Track Construction section of these Technical Specifications.
- C. Contractor shall employ an independent, certified laboratory, acceptable to Massachusetts Central Railroad Corporation (MCER or Railroad) and MassDOT (Owner), to perform the specified testing of the ballast stone.

### QUALITY ASSURANCE

- A. Submittals will be reviewed for general conformance with the intent of the Contract Documents. This review will not relieve Contractor of final responsibility for the means, methods, procedures, and sequences to be utilized.
- B. Submit name and location of proposed ballast supplier.
- C. Submit name and qualifications of testing laboratory.

### HANDLING

- A. Load ballast only into rail cars or trucks, which are in good order, tight enough to prevent leakage and waste of material, and clean and free from rubbish or any substance that would foul ballast.
- B. Handle prepared ballast at production plant, during shipment and at work site so that it is kept clean and free from segregation. Do not make repeated passes of equipment over same level in stockpile area.

### QUALITY CONTROL

- A. Ballast Production Site Testing:
  - 1. Notify Engineer of proposed source and location of crushed stone ballast no less than 5 days prior to shipment of any ballast to the work site. Engineer shall observe the taking of samples of proposed material and the testing of them for conformance to classification, quality, and grading requirements. Samples of ballast for testing shall be taken from each 500 tons of prepared ballast. Sample shall be representative and shall weigh not less than 150 pounds.
  - 2. Contractor will notify Engineer of test results. Failure of ballast to meet the requirements of this Specification shall mean rejection of ballast quarry.
  - 3. Ballast material shall be approved in writing by Engineer prior to commencing work site delivery.
  - 4. If, during ballast installation, the source of ballast changes, Contractor shall immediately notify Engineer and perform tests of new production site in accordance with these Specifications. Ballast shall have the same or higher classification, quality, and grading as former ballast used. Work site delivery shall not commence until Engineer has approved, in writing, the new ballast source.

**B. Ballast Job-Site Testing**

1. Periodically during progress of trackwork, Railroad or Owner will test samples of ballast obtained from in-place locations designated by Engineer to ensure a uniform quality of ballast.
2. If ballast in-place does not conform to requirements of these Specifications Engineer will notify Contractor to stop further loading of ballast until fault has been corrected and to dispose of defective material without cost to Railroad or Owner.
3. Engineer reserves the right to reject any load of ballast arriving at work site for unloading that does not conform to this specification. The load shall be disposed of without cost to Railroad or Owner.

**MATERIALS**

- A. Ballast shall conform to AREMA Size No. 4 per AREMA Chapter 1, Part 2, Table No. 1-2-2 as modified by these specifications.
- B. Ballast shall be crushed, quarried, washed stone conforming to the current AREMA Specification Chapter 1, Section 2 and as modified in this section.
- C. Ballast Quality Requirements:

1. Deleterious Substances. The amount of deleterious substances present in prepared ballast shall not exceed the following limits, when using test methods specified herein.

	<u>Percent By Weight</u>	<u>Method of Test</u>
Soft and Friable Pieces	3.0	ASTM C142
Material Finer Than No. 200 Sieve	0.5	ASTM C117
Clay Lumps	0.5	ASTM C142

2. Flat or elongated particles having a length equal to or greater than five times the average thickness of the particle shall not exceed five percent by weight of the total when visually inspected.
3. Water absorption shall not exceed 0.4 pounds per cubic foot when tested in accordance with ASTM C127.
4. Percentage of wear, when tested in the Los Angeles abrasion machine in accordance with ASTM C535, grading No. 2, shall not exceed 18 percent.
5. Soundness of the prepared ballast shall be such that when tested in the sodium sulfate soundness test in accordance with ASTM C88, weighted average loss shall not exceed 1.5 percent after 10 cycles of test.

6. Cementing value of the ballast shall not exceed an average value of 320 pounds per square inch for five specimens when tested in accordance with the Logan Walter Page Method (U.S. Department of Agriculture, Bulletin No. 347, 1916, Pg. 15) except as modified as follows:
  - a. A sufficient amount of pea size pieces of the rock, amounting to about 500 grams (1.1 pounds) is revolved in Los Angeles Abrasion Cylinder with three cast iron balls 4.76 cm. (1.875 inch) diameter and weighing approximately 0.43 kilograms (0.95 pounds) at the rate of 30 and 33 revolutions per minute, and the stiff dough at room temperature resulting from about 500 grains (17.64 oz.) of dust screened through a 100 mesh sieve, mixed with sufficient water, thoroughly kneaded for five minutes, allowed to stand in an air tight container for two hours, is molded into cylindrical briquettes 2.54 cm. (1 inch) diameter by 2.54 cm. (1 inch) in height under a pressure of 132 Kgs. per sq. cm. (1877.5 pounds per square inch), after which they are dried for 20 hours in air at room temperature, 4 hours in a hot air bath at a temperature of 100°C (212°F), then cooled for 20 minutes in a desiccator and immediately tested in a compression testing machine for static crushing strength, the bearing heads being suspended by pivots to secure uniform distribution of load, which is applied at 600 pounds per minute, approximately.
7. Determine ballast weight per cubic foot in accordance with ASTM C29.
8. Ballast samples shall be obtained in accordance with ASTM D75.

#### **MEASUREMENT AND PAYMENT**

- A. Measurement and Payment of the work items included in this contract are defined under the bid items listed in the Bid Form. All costs associated with the work in accordance with the requirements specified under this Section shall be included in the bid price for the respective bid item.

#### **END OF SECTION**

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## REINFORCED CONCRETE PIPE FOR CULVERT

### GENERAL

- A. This work shall consist of the construction of culverts, hereinafter referred to as “Pipe”, in accordance with these specifications and in close conformity with the lines and grades shown on the plans.
- B. Reinforced concrete pipe for culverts shall be design to support Cooper E-80 loading as per AREMA, latest Edition.

### MATERIALS

- A. All pipes shall be subject to inspection at the site of the work. The purpose of the inspection shall be to reject pipes which, independent of the physical tests, fail to conform to the specification in the particulars of dimension, workmanship, finish, blisters, cracks or fractures.
- B. Reinforced concrete pipe shall at a minimum conform to the requirements of AASHTO-M170 for Standard Strength Reinforced Concrete Culvert Pipe for Class V, unless otherwise designated on the plans. Pipes shall be of the tongue and groove or bell and spigot type.
- C. Marking. The following shall be clearly marked on both the interior and exterior surface of the pipe:
  - 1. Appropriate ASTM 76 Specification: ASTM 76, ASTM C361 or ASTM C507.
  - 2. Class and size.
  - 3. Date of manufacture.
  - 4. Name a trade mark of manufacturer.
- D. Diameter of the Pipe: The diameter of the pipe indicated on the drawings shall mean the inside diameter of the pipe.
- E. Fittings and Specials: Fittings and specials shall be made of pipe segments having the same structural qualities as the adjoining pipe and shall have the interior treated the same as the pipe.
  - 1. Pipe Handling: Pipe and accessories furnished by Contractor shall be delivered to unload and distribute at the site by Contractor.
  - 2. Pipe fittings, specials, valves and appurtenances shall be unloaded and stored in a manner that precludes shock and damage. Such materials shall not be dropped.
  - 3. Pipe shall be handled in a manner intended to prevent damage to the pipe ends or to any coating or lining. Damaged pipes shall be replaced by Contractor at no cost to MassDOT.
  - 4. All pipe trenches shall be kept free of water during pipe laying and other related work.
  - 5. The method for dewatering shall provide for a dry foundation at the final grades of excavation in accordance to the Temporary Dewatering section of these Technical Specifications.

- F.** Gasket Storage: All gaskets shall be stored in a cool place; preferably at a temperature of less than seventy degrees Fahrenheit (70 degrees F), and in no case shall the gaskets be stored in the open nor in direct sunlight.

## **CONSTRUCTION METHODS**

- A.** For excavation to install new pipe refer to Excavation and Backfill section of these Technical Specification.
- B.** The bedding for the pipe shall be crushed stone over geotextile fabric shaped to conform reasonably close to the lower 10% of the pipe and recesses excavated for the bells of bell and spigot pipes. All pipes shall be laid to the specified line and grade, with a firm bearing throughout each length and with bell ends uphill.
- C.** The joints of the pipe shall be water tight and shall be joined using flexible water tight rubber gaskets conforming to ASTM C 443. In addition the outer surface of each pipe joint shall be wrapped with 2 layers of geotextile fabric as indicated on the plans.
- D.** Contractor shall clean the culverts of all debris and obstructions. This shall include removal of any formwork, concrete and mortar droppings, construction debris and dirt. No debris shall be flushed into the wetlands or streams.

## **MEASUREMENT AND PAYMENT**

- A.** Measurement and Payment of the work items included in this contract are defined under the bid items listed in the Bid Form.
- B.** All costs associated with the work in accordance with the requirements specified under this Section shall be included in the bid price for the respective item.

## **END OF SECTION**

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**FY 2025-2026 CAPITAL IMPROVEMENT PROGRAM****WARE RIVER SECONDARY  
CULVERT REPLACEMENTS AT MP 19.84 & MP 19.96  
IN GILBERTVILLE, MA****SPECIAL CONDITIONS****1. MATERIALS FURNISHED BY MASSDOT(OWNER)**

MassDOT (Owner) will not be supplying any material for Contractor to use as part of this project. Contractor is to supply all material necessary to perform the work of this project in accordance with the provisions of the Contract Drawings, Scope of Work, and Technical Specifications.

**2. MATERIALS FURNISHED BY CONTRACTOR**

Contractor shall supply all material necessary to perform the work of this project in accordance with the provisions of the Contract Drawings, Scope of Work, and Technical Specifications.

**A. 3/4" Crushed Stone Subbase**

Contractor shall furnish and install 3/4" crushed stone base on the prepared subgrade in preparation for installation of the reinforced concrete pipe (RCP) culverts in accordance with the provisions of the Contract Drawings, Scope of Work, and Technical Specifications.

**B. Reinforced Concrete Pipe, Class V**

Contractor shall furnish and install the new 48" RCP Class V pipe culvert at MP 19.84 and the new 24" RCP Class V pipe culvert at MP 19.96. Both culvert installations shall be supported on compacted crushed stone base layers in accordance with the Contract Plans, Scope of Work, Technical Specifications, and Special Conditions.

**C. Reinforced Concrete Culvert Headwalls**

Contractor shall supply all 4000 psi concrete and steel reinforcement bars required to construct and install headwalls for the RCP culverts in accordance with the provisions of the Contract Drawings, Scope of Work, and Technical Specifications.

**D. Armor Stone**

Contractor shall supply all armor stones in size ranging from 12 inches to 24 inches in diameter to be used as embankment slope protection and also stones in size ranging from 6 inches to 8 inches in diameter to be used at splash pads at both ends of new culverts in accordance with the provisions of the Contract Drawings, Scope of Work, and Technical Specifications.

**E. Steel Sheeting**

Contractor shall supply all steel sheeting to be driven as a permanent support wall on the outlet end of the new 24" RCP at MP 19.84 in accordance with the provisions of the Contract Drawings, Scope of Work, and Technical Specifications.

**F. Track Spikes, Track Bolt Assemblies, Joint Bars, Rail Anchors, and Other Track Material (OTM)**

Contractor shall furnish and install all track spikes, bolt assemblies, joint bars, rail anchors and OTM damaged during the temporary track removal and re-installation if required by Contractor's means and methods for the culvert installations. All track spikes used by Contractor shall be new, five-eighths of an inch (5/8") x six inches (6") long, cut spikes conforming to the requirements of the AREMA Manual for Railway Engineering, Volume 1, Chapter 5, Part 2 and are considered incidental to the removal and re-installation of the track. Contractor shall install three (3) spikes per plate in accordance with the provisions of the Contract Drawings, Scope of Work, Technical Specifications, AREMA Recommended Practices, and the MassDOT MW-1.

Contractor shall replace all damaged track bolt assemblies with new track bolts, nuts and spring washers. Contractor shall replace in kind any joint bars and OTM damaged during track removal and re-installation (if part of Contractor's means and methods). Railroad requires that each joint installed have a minimum two (2) bolts installed in each rail. Track bolts, nuts and spring washers shall be of proper size for drilling of the rail section (107NH) to be re-installed and conforming to AREMA Specifications for Heat-Treated Carbon Steel Bolts, Nuts and Spring Washers, Chapter 4, Sections 3.5 and 3.6 and are considered incidental to the removal and re-installation of the track. Contractor shall install all bolts assemblies, joint bars and OTM in accordance with the provisions of the Contract Drawings, Project Description, Scope of Work, Technical Specifications, MassDOT MW-1, and AREMA Recommended Practices.

Contractor shall replace all damaged or missing rail anchors compatible with rail section(s) temporarily removed in order to meet the specifications and complete the work on this project. Contractor shall be responsible for all loading, unloading, handling and safeguarding of the material prior to installation. Contractor shall install the rail anchors in accordance with the Contract Drawings, Project Description, Scope of Work, Technical Specifications, MassDOT MW-1, and AREMA Recommended Practices contained in Volume 1, Chapter 5 of the AREMA Manual for Railway Engineering.

The installation of track spikes, track bolt assemblies, joint bars, rail anchors and OTM in this contract is considered incidental to the installation of culverts if track removal and re-installation is required by Contractor's means and methods.

**G. Ballast**

Contractor shall furnish install all stone track ballast required for this project. Ballast shall meet the requirements of AREMA No. 4, maximum size 1-1/2", durable, full-face fractured granite rock in accordance with AREMA Manual for Railway Engineering, Volume 1, Chapter 1, Part 2. Contractor shall provide ballast from quarries pre-approved by MassDOT. Contractor will be responsible for all loading, unloading, handling and safeguarding of the material prior to installation. Ballast for all work in this contract shall be installed in accordance with the provisions

of the Contract Drawings, Project Description, Scope of Work, Technical Specifications, MassDOT MW-1, and AREMA Recommended Practices.

#### **H. Rejection of Unsuitable Contractor-Furnished Materials**

All materials furnished by Contractor found defective shall be recovered by Contractor and removed from the project site at no additional cost to Owner or Railroad.

### **3. RAILROAD COORDINATION**

- A.** Mass Central Railroad is engaged in the business of providing freight rail transportation services in Central Massachusetts. Railroad will endeavor to operate its train service to provide track occupancy periods as long as practicable to facilitate efficient trackwork operations. The Operations Department, in conjunction with the Customer Service and Marketing Departments has prepared a Train Operations Schedule for project planning and scheduling which is included as part of the Contract Documents. In the event of a change, Railroad will work with Contractor to ensure sufficient work windows are available.
- B.** Daily meetings will be required between the on-site representatives of Contractor, Owner's Authorized Representative and Railroad to ensure coordination of work activities and train service. At the end of each shift: any in service track must meet FRA Class 2 criteria; all personnel, equipment and materials shall be cleared and secured from the track, and all switches shall be normalized, in working order and secured as directed by Railroad EIC.
- C.** The protection of trains, overall safe operations and the protection of workmen and railroad personnel are paramount objectives in executing the Work. All personnel entering the Railroad Right-of-Way must have Roadway Worker Protection (RWP) training in accordance with MCER's On Track Safety Procedures Manual.

### **4. WORK HOURS and NOISE CONTROL**

- A.** Municipalities through which Mass Central Railroad operates have varying ordinances which control various activities such as work hours. While Railroad believes that the ICC Termination Act exempts railroad activities from local regulation, Railroad has adopted a "Good Neighbor Policy" and one element of that policy limits, to the extent consistent with efficiency and safety, early morning and late night operations. Accordingly, unless otherwise controlled or allowed by local ordinances, work shall not start before 6:30AM and shall end before 7:00PM daily. Work on weekends and Holidays is encouraged due to no train operations on those days.
- B.** Noise control is a part of Railroad's "Good Neighbor Policy" and includes many of the activities discussed above. Noise from trackwork operations shall be controlled to the extent possible, including the sounding of horns and warning devices on railway maintenance and construction machinery. Nothing set forth in this Section shall relieve Contractors from full compliance with FRA and Commonwealth regulations regarding sounding of horns, whistles and/or bells at crossings and approaching and passing through work zones.

## 5. RAILROAD PROVIDED SUPPORT SERVICES

- A. Coordination of on-track safety protection for the Contractor and/or Subcontractor's personnel and equipment. Contractors will be provided the following required Railroad Support Services by Mass Central Railroad (Railroad) personnel:
1. Railway Worker Protection ("RWP") training will be provided by Railroad to each Contractor and/or Subcontractor employee on the Project site. RWP Training is mandatory and must be successfully completed prior to accessing the ROW. Contractor will be charged a nominal fee by Railroad for each worker trained in RWP. Contractor shall be responsible for all other costs incurred by workers related to the RWP training.
  2. Daily onsite worker safety inspections by Railroad;
  3. One full time Employee in Charge (EIC) and additional personnel as required supplied by Railroad for the duration of Contractor and/or Subcontractor's presence on site. The EIC will provide the following services to Contractor and/or Subcontractor:
    - a. Daily Job Briefings at the beginning of each work day and anytime work conditions change.
    - b. Coordination of on-track safety protection for Contractor and/or Subcontractor's personnel and equipment.
    - c. Flagging of all train movements through Contractor and/or Subcontractor's work location.
    - d. Flagging of all vehicles at highway crossings fouled by Contractor and/or Subcontractor's personnel and/or equipment; and
    - e. Daily end of work track inspections required to place track worked on by Contractor and/or Subcontractor back in service.

## 6. PROJECT OVERSIGHT

- A. At least one full-time MassDOT representative will be present on-site for the duration of the project for the purpose of representing Owner's interests with regard to this project and will provide:
1. Oversight and Construction Inspection Services;
  2. Act as a liaison between the Railroad and MassDOT;
  3. Daily end of day employee production reporting.

## 7. ENVIRONMENTAL COMPLIANCE

- A. In order to comply with environmental permitting commitments and requirements, the following Special Provisions are required to be incorporated into Contractor's work plan and execution of the culvert replacement and culvert installations:
1. **Quality Assurance**
    - a. Contractor shall obtain the services of a qualified Society of Wetland Scientists Certified Professional Wetland Scientist (PWS). All wetland restoration and mitigation work shall be observed and supervised by the qualified Society of Wetland Scientists Certified

Professional Wetland Scientist (PWS). The PWS shall be available to address any issues that may arise during all wetland mitigation efforts; coffer dam installation and removal; temporary dewatering method installation and removal; and erosion control installation and removal to ensure compliance with all conditions of environmental permits. PWS shall be on site as necessary to verify wetland mitigation efforts; coffer dam installation and removal; temporary dewatering method installation and removal; erosion control installation and removal; and wetland replication work meets the requirements of the Contract Documents and in accordance with the conditions of the permits. Contractor shall comply with the recommendations of the PWS.

## 2. Submittals

- a. A proposed Construction Phasing Plan, including identification of any stockpiling, storage and/or laydown areas shall be submitted to Engineer for review and approval.
- b. A proposed Water Control/Management Plan, including measures to control erosion and sedimentation, shall be submitted to the Engineer for review and approval.
- c. Qualifications, experience, and proof of Certification of Professional Wetland Scientist shall be submitted to Engineer for review and approval.

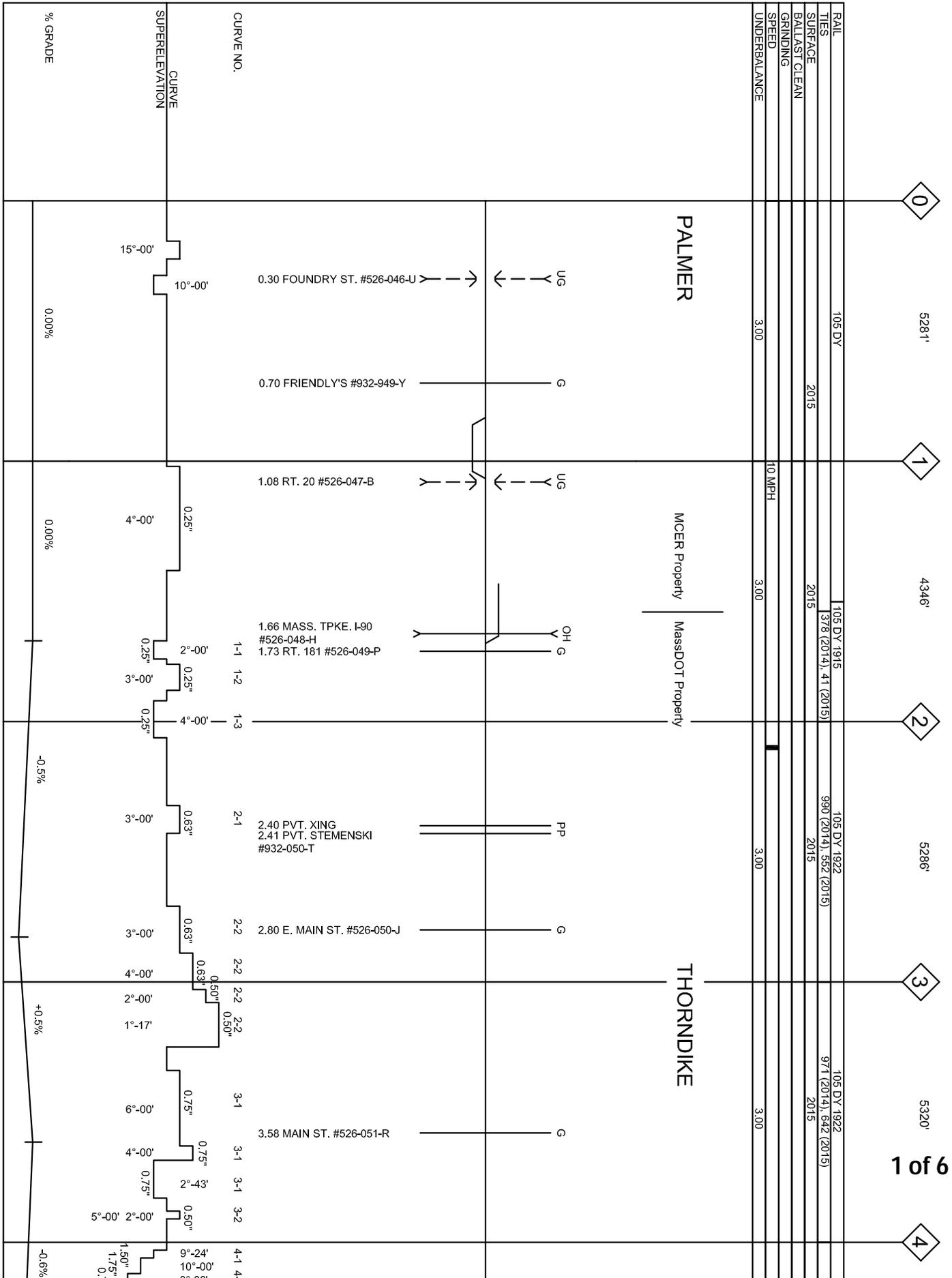
## 3. Environmental Permitting

- a. Contractor will be responsible for any, and all, permitting conditions and/or requirements stipulated in the Section 404 Department of the Army General Permit issued by the US Army Corps of Engineers Self Verification Notification (SVN) and MassDEP Water Quality Certification (MassDEP Authorization #: WW10-0000092) issued by the Department of Environmental Protection. All costs associated with meeting the conditions and/or requirements of the environmental permits shall be considered incidental to the overall Project. These costs shall be the responsibility of Contractor.
- b. All costs associated with the service of the Professional Wetlands Scientist (PWS), and any work recommended by him/her, shall be considered incidental to the overall Project. These costs shall be the responsibility of Contractor.

**END OF SECTION**

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# WARE RIVER SECONDARY



4

5

6

7

8

9

5250'

5286'

5278'

5281'

5294'

RELAY #12 RE (2015)  
797 (2014), 1,073 (2015)  
2015

105 DY 1915  
940 (2014), 403 (2015)  
2015

105 DY 1923  
895 (2014), 504 (2015)  
2015

105 DY 1915  
730 (2014), 580 (2015)  
2015

105 DY 1924  
816 (2014), 845 (2015)  
2015

25 MPH  
3.00

3.00

3.00

3.00

15 MPH  
3.00

3.00

WHIPPLES

FOREST LAKE JCT.  
(B&M RR)

HAMPSHIRE CO. PALMER  
TOWN OF PALMER  
HAMPSHIRE CO. WARE  
TOWN OF WARE

HAMPSHIRE CO. WARE  
TOWN OF WARE

4.17 CHURCH ST. #526-052-X

4.50 PVT. DAM #932-117-G

5.10 PVT. POWER LINE  
#932-118-N

5.63 STATE ST. #526-053-E

6.09 BENNETT ST. #526-055-T

7.40 PVT. FARM #526-054-L

7.80 PVT. FARM #932-952-G

8.30 GIBBS YARD #932-954-V  
8.33 PALMER RD. RT. #32  
#526-056-A

3-2 2'-43"

4-1 4-1 9'-24"  
10'-00"  
8'-00"

4-1 7'-24"

4-2 4'-00"

4-3 4'-00"

5-1 2'-00"

5-2 2'-00"

5-3 8'-00"

5-4 1'-13"

6-1 4'-00"

6-2 2'-00"

6-3 1'-00"

8-1 5'-00"

8-1 2'-00"

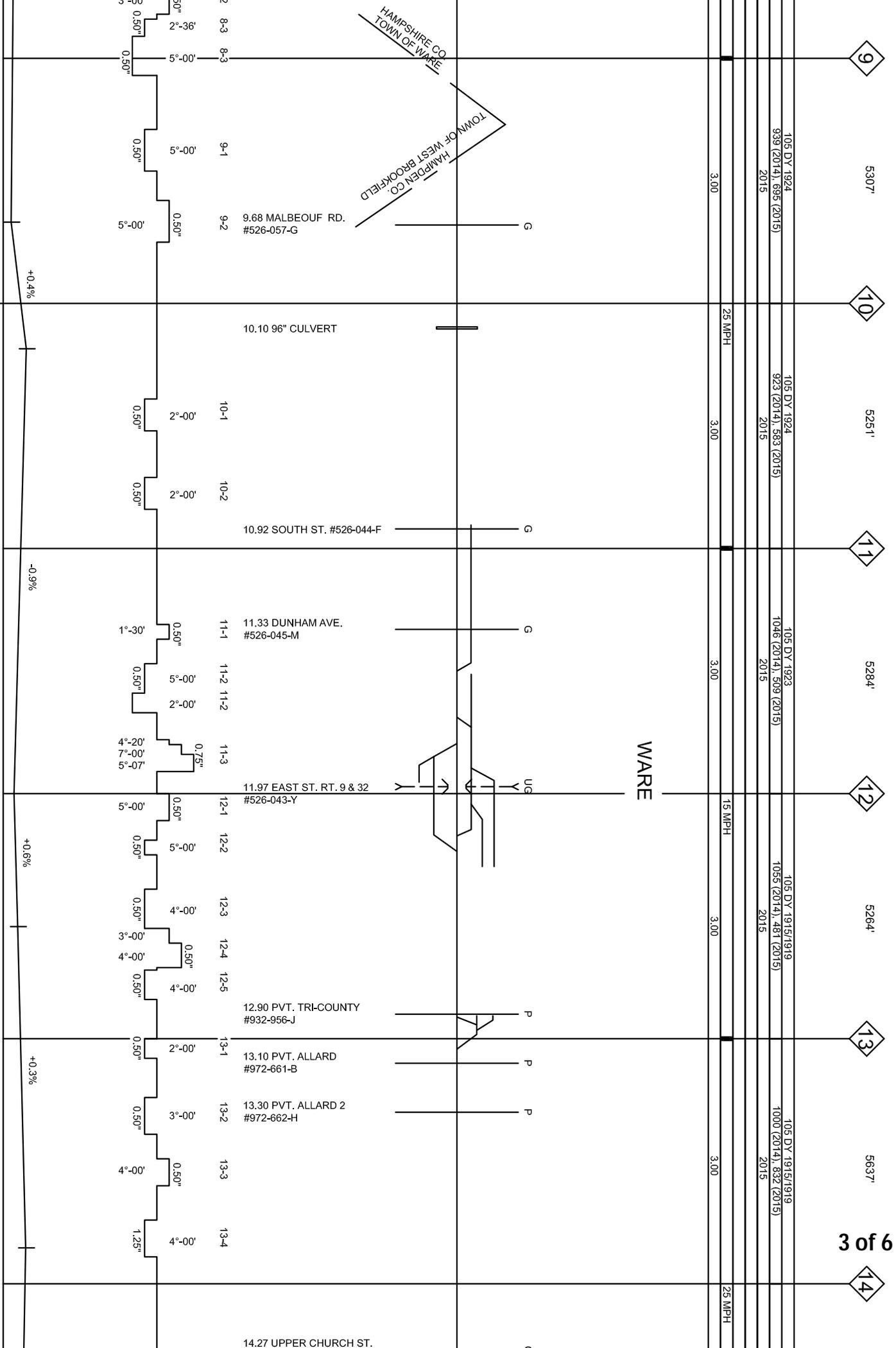
8-2 3'-00"

8-3 2'-36"

8-3 5'-00"

-0.6%

-0.2%



14 15 16 17 18 19

4945'

5272'

5283'

5225'

5349'

105 DY 1924  
 977 (2014), 106 (2015)  
 2015

105 DY 1924  
 931 (2014), 315 (2015)  
 2015

105 DY 1926  
 870 (2014), 389 (2015)  
 2015

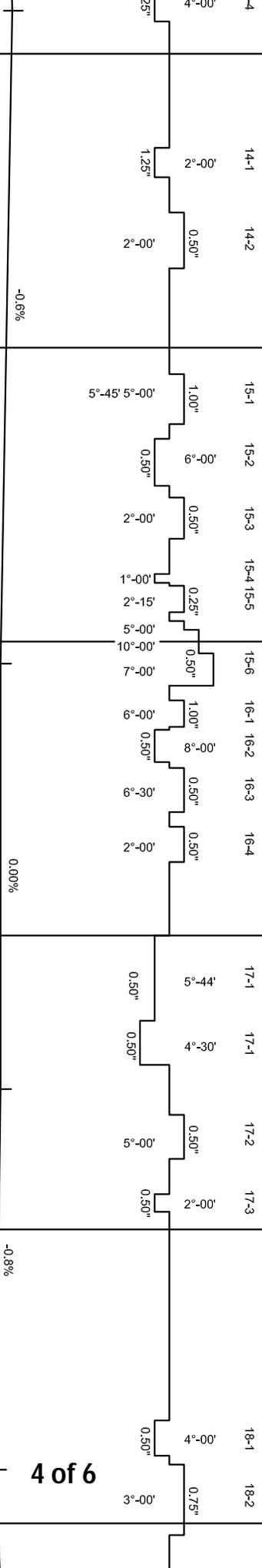
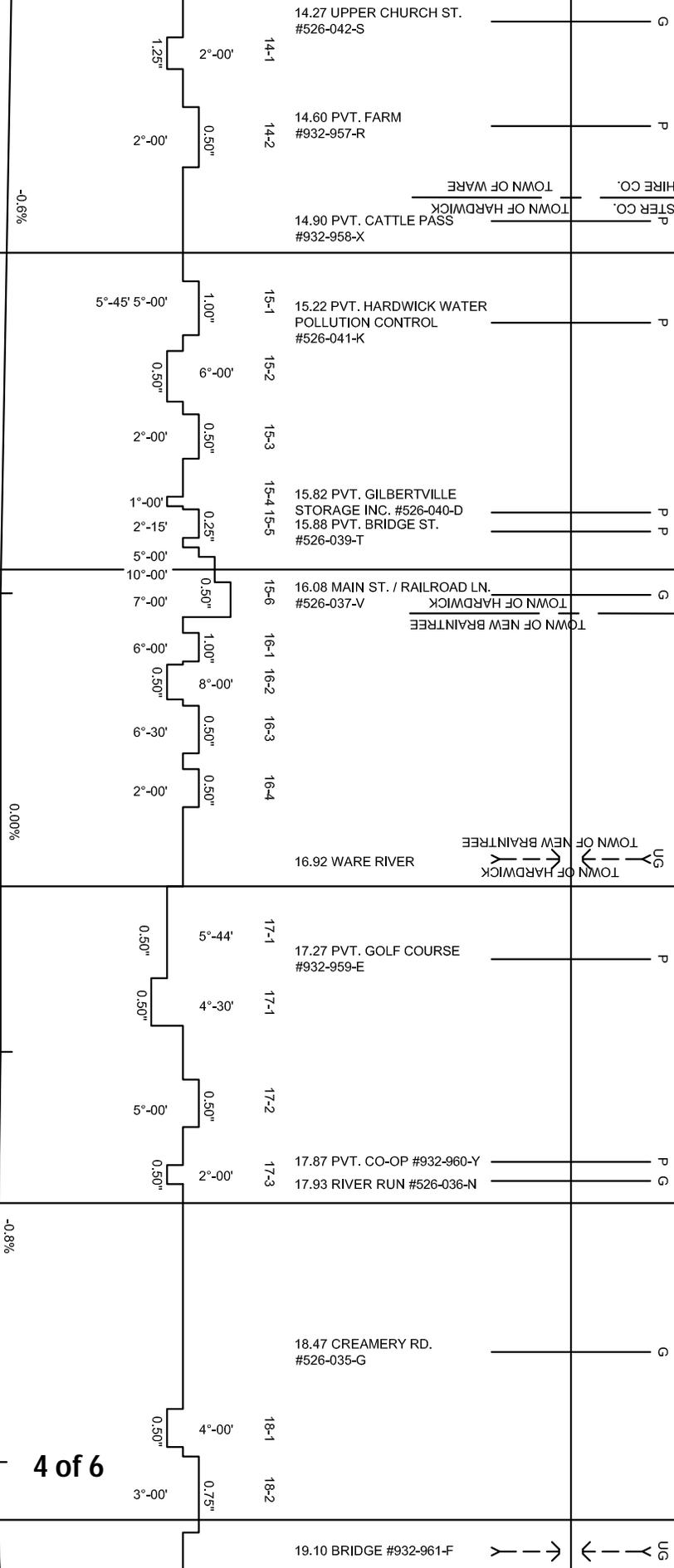
105 DY 1928  
 969 (2014), 738 (2015)  
 2015

105 DY 1926  
 898 (2014), 548 (2015)  
 2015

25 MPH 3.00 10 MPH 3.00 25 MPH 3.00

GILBERTVILLE

HARDWICK



19

5682'

105 DY 1926  
977 (2014), 586 (2015)  
2015

3.00

18-2  
3°-00'  
0.75"

19.10 BRIDGE #932-961-F

UG  
Y Y - - - - -

19-1  
2°-00'  
0.50"

19-2  
3°-00'  
0.50"

19-3  
4°-00'  
0.50"

19-4  
5°-00'  
0.50"

19.95 CULVERT (2)



20-1  
5°-44'  
0.50"

20.15 LOWER RD. (SMITH'S XING) #526-034-A  
20.24 MOOSE BROOK  
20.30 BARRE RD. #526-033-T

G UGUG  
Y Y Y Y - - - - -  
Y Y Y Y - - - - -  
Y Y Y Y - - - - -

20-1  
3°-00'  
0.50"

20-2  
3°-00'  
0.50"

20.73 SHUNPIKE RD. #526-032-L

G

OLD FURNACE

20

5241'

105 DY 1915  
1009 (2014), 508 (2015)  
2015

3.00

0.00%

21

5308'

105 DY 1915  
1110 (2014), 668 (2015)  
2015

3.00

+0.5%

21.38 PAPER MILL - RT. 32 #526-031-E  
21.51 PVT. MCDONALD #932-963-N  
21.60 BROADMEADOW BROOK

G P  
- - - - -  
- - - - -  
- - - - -



22

4889'

105 DY 1927  
999 (2014), 782 (2015)  
2015

25 MPH

3.00

22-1  
2°-00'  
0.50"

22.10 PVT. BENJAMIN ROACH ATHLETIC FIELDS #926-030-X

P

22-2  
2°-00'  
0.50"

22.51 PVT. ROD & GUN #526-029-D  
22.57 PINE HILL BROOK

P

TOWN OF BARRE  
TOWN OF HARDWICK



0.00%

23

5270'

105 DY 1927  
993 (2014), 858 (2015)  
2015

3.00

+0.4%

23-1  
4°-00'  
0.50"

23-2  
5°-00'  
0.50"

23-3  
4°-00'  
0.50"

23-4  
2°-00'  
0.50"

23.57 WARE RIVER

UG  
Y Y - - - - -

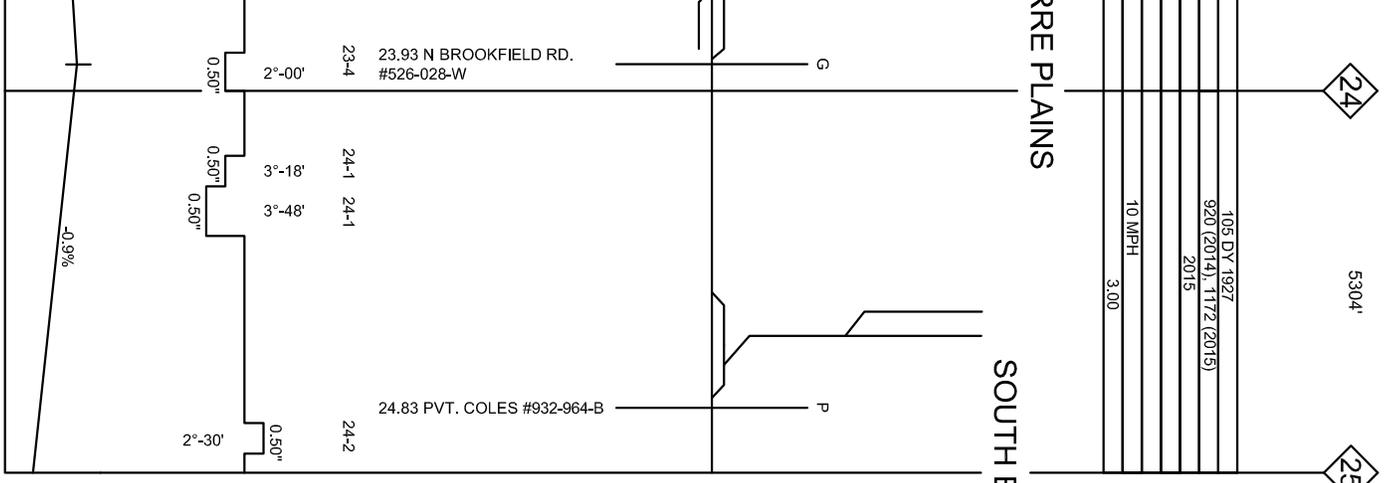


23.93 N BROOKFIELD RD. #526-028-W

G

BARRE PLAINS

24



**KEY**

- UG- CROSSING UNDER GRADE
- OH- CROSSING OVERHEAD
- G- CROSSING AT GRADE
- P- PRIVATE CROSSING
- 15 MPH BEGIN/END SPEED RESTRICTION
- 3.00 UNDERBALANCE
- 1-1 CURVE NO.
- CULVERT
- 0.94% PERCENT GRADIENT
- STATION
- RAILROAD BRIDGE
- SUPERELEVATION
- DEGREE OF CURVE
- 2 1/2"
- 1"
- 25 MPH MAX AUTHORIZED SPEED
- 2015 YEAR INSTALLED
- 1772(2015) NEW TIE-YEAR INSTALLED
- 105DY 1938 RAIL LB/YD-YEAR ROLLED

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**FY 2025-2026 CAPITAL IMPROVEMENT PROGRAM****WARE RIVER SECONDARY  
CULVERT REPLACEMENTS AT MP 19.84 & MP 19.96  
IN GILBERTVILLE, MA****GENERAL CONDITIONS****1. ARTICLE 1 - DEFINITIONS:**

Wherever used in the Contract Documents the following terms, or pronouns in place of them, are used, the intent and meaning, unless a different intent or meaning is clearly indicated, shall be interpreted as set forth below.

The titles and headings of the Sections, Subsections and Articles herein are intended for convenience of reference and shall not be considered as having bearing on their interpretation.

Terms not defined below shall have their ordinary accepted meanings within the context which they are used. "Webster's Third New International Dictionary of the English Language, Edition 3, Unabridged, Copyright 2002", or subsequent revision thereof, shall provide ordinarily accepted meanings. Words which have a well-known technical or trade meaning when used to describe Work, materials or equipment shall be interpreted in accordance with such meaning.

**Addenda:** All clarifications, corrections, or changes issued graphically or in writing by Owner after the Notice to Bidders but prior to the opening of Bids.

**Application for Payment:** The form provided by Owner which is used by Contractor in requesting progress or final payments and which is to include such supporting documentation as is required by the Contract Documents.

**Approved or Approval:** Means written approval by Owner or Owner's Authorized Representative.

**Award:** The acceptance by Owner of the successful Bid.

**Bid:** The offer of a Bidder, on the prescribed form(s) to perform the Work in accordance with the Contract Documents at the prices quoted.

**Bidder:** Any individual, firm, corporation or any acceptable combination thereof, or joint venture submitting a Bid for the Work.

**Bid Documents:** Specifications and Plans provided to prospective bidders for their use in developing their bid on the Project. Specifications documents include Notice to Bidders, Project Description, Scope of Work, Project Bid Schedule, Bid Form, Change Order Form, Train Operations Schedule, Technical Specifications, Special Conditions, General Conditions, Schedule of Prevailing Wage Rates, Track Chart, Roadway Worker Protection Manual and On-Track Safety Program of the Railroad, Environmental Permits, Plans and other supporting documents included with the Project.

**Calendar Day:** Every day shown on the calendar, beginning and ending at midnight.

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**ARTICLE 1 – DEFINITIONS (continued)**

**Change Order:** A written order by Owner or its Authorized Representative directing changes to the Contract within its general scope.

**Conditions of the Contract:** Those portions of the Contract Documents which define the rights and responsibilities of the contracting parties and of others involved in the Work. The Conditions of the Contract include General Conditions, Special Conditions and any other Conditions specified in the Notice to Bidders, and any Addenda thereto.

**Consultant:** A person, firm, agency or corporation retained by Owner or Railroad to prepare Contract Documents, perform construction administration services, inspect the Work, or perform other Project related services. A Consultant (including but not limited to engineers, architects, testing laboratories, and surveyors) may also be retained by Contractor or Bidder for services necessary for the completion of the Work.

**Contract:** The written and duly executed agreement between Owner and Contractor setting forth the obligations of the parties, including the Work and the basis of payment, as authorized by Owner. The Contract includes the Contract Documents and represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

**Contract Amount:** The total amount set forth in the executed Contract between Owner and Contractor, based on the successful bid for the Project, as adjusted by any Change Order or Contract amendments, and as further defined in the General Conditions.

**Contract Documents:** The Contract form, Addenda thereto, the Bid Documents (including the Specifications and Plans), Contractor's Bid (including all appropriate bid tender forms), and all other Contract documents and other supporting documentation furnished by Owner to Contractor, together with all Change Orders and documents approved by Owner for inclusion, modifications and supplements issued on or after the Effective Date of the Contract. The Specifications include Notice to Bidders, Project Description, Scope of Work, Project Bid Schedule, Bid Form, Change Order Form, Train Operations Schedule, Technical Specifications, Special Conditions, General Conditions, Schedule of Prevailing Wage Rates, Track Chart, Roadway Worker Protection Manual and On-Track Safety Program of Railroad, Environmental Permits, and Plans.

**Contractor:** The individual, firm, partnership, corporation, or combination thereof, private, municipal or public, including joint ventures, which, as an independent contractor, has entered into a Contract with Owner (as defined herein) to perform the Work, and who is referred to throughout the Contract Documents by singular number.

**Contract Schedule or Project Schedule:** The Project schedule or construction schedule for the Project prepared by Contractor in conformance with the provisions of the Contract Documents and submitted to Owner for approval.

**Contract Time:** The number of Calendar Days or the date specified in the Contract or Contract Schedule and authorized time extensions which identify how much time Contractor is allowed to achieve Final Completion as further defined in the General Conditions.

**ARTICLE 1 – DEFINITIONS (continued)**

**Cost of the Work:** The sum of all costs actually incurred and necessary to carry out the Work and paid by Contractor in the proper performance of the Work, as further defined in the General Conditions.

**Defective:** An adjective which refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to Owner's approval of final payment.

**Directive:** A written communication to Contractor from Owner or Owner's Authorized Representative(s) interpreting or enforcing a Contract requirement or ordering commencement and/or cessation of an item of Work.

**Drawings or Plans:** The drawings which show the character and scope of the Work to be performed and which have been furnished by Owner and are made a part of the Contract Documents.

**Effective Date of the Contract:** The date on which the Contract is fully executed by both Contractor and Owner.

**Final Completion:** The Work (or specified part thereof) progressed to the point that all Work is complete, including final acceptance/commissioning, as determined by Owner.

**Final Contract Amount:** The total amount upon Final Completion of the Project based on Contractor's Bid, as adjusted by any Change Order or Contract amendments.

**General Requirements:** Sections of the Contract Documents which contain administrative and procedural requirements as well as requirements for temporary facilities.

**Holidays:** Owner recognizes the following Holidays:

New Year's Day - January 1  
Martin Luther King, Jr. Day – Third Monday in January  
Presidents Day – Third Monday in February  
Patriots' Day – Third Monday in April  
Memorial Day - Last Monday in May  
Juneteenth Independence Day – June 19  
Independence Day - July 4  
Labor Day - First Monday in September  
Indigenous Peoples' Day/Columbus Day – Second Monday in October  
Veterans Day – November 11  
Thanksgiving Day - Fourth Thursday in November  
Christmas Day - December 25

If any holiday listed above falls on a Saturday, Saturday and the preceding Friday are both considered as holidays. If the holiday should fall on a Sunday, Sunday and the following Monday are both considered as holidays.

**Initial Contract Amount:** The total amount set forth in the executed Contract between Owner and Contractor, based on the successful bid for the Project.

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**ARTICLE 1 – DEFINITIONS (continued)**

**Install:** Means to build into the Work, ready to be used in complete and operable condition and in compliance with the Contract Documents.

**Legal Requirements:** All laws, rules, regulations, ordinances, codes and/or orders applicable to the Contract Work, including the Work's impact upon Railroad's operations.

**Lump Sum Work:** Work to be paid for on the basis of a single lump sum price bid for a specific item of work.

**Notice of Award:** The written notice by Owner to all Bidders identifying the successful Bidder and establishing Owner's intent to execute the Contract when all conditions required for execution of the Contract are met.

**Notice to Bidders, Request for Bid or Invitations for Bids:** The announcement inviting Bids for Work to be performed and/or materials to be furnished.

**Notice to Proceed:** A written notice by Owner to Contractor to begin the Work and establishing the date on which the Contract Time begins in accordance with the Contract Documents.

**Owner:** The Massachusetts Department of Transportation ("MassDOT"). Owner shall have the power to exercise the rights, responsibilities, authorities and functions vested in Owner, by virtue of Owner's ownership of the railroad property on which the Work shall be performed, and by virtue of certain contracts between Owner and Railroad, including, without limitation, the Owner / Railroad Agreements.

**Owner Contract Manager:** The person authorized to administer the Contract on behalf of Owner, who has authority to make findings, determinations and decisions with respect to the Contract and, when necessary, to modify or terminate the Contract. The Owner Contract Manager for this Contract shall be Chalita Belfield, Director of Railroad Properties for MassDOT or, in her absence, James L. Eng, Deputy Rail Administrator for MassDOT.

**Owner / Railroad Agreements:** Written contracts between Owner and Railroad, including, without limitation, a certain License and Operating Agreement dated September 26, 2007 (as amended), a certain Services Contract dated October 23, 2015 (as amended), and other contracts duly executed by Owner and Railroad which pertain to the Contract Work, or the safety, regulatory compliance and operation of the railroad right-of-way, track and related facilities where the Work will take place. The Owner / Railroad Agreements may change from time to time during the term of the Contract, and Owner shall notify Contractor in writing of such changes.

**Owner's Authorized Representative(s):** Person(s) designated in writing by Owner as authorized to oversee the construction of the Project in the field and to represent the interests of Owner, subject to the written determinations and authority of Owner.

**Project:** The total construction, of which the Work performed under the Contract Documents, is the whole or a part.

**ARTICLE 1 – DEFINITIONS (continued)**

**Project Bid Schedule:** Document provided as part of the Bid Documents outlining the schedule for the bid phase of the project, including date, times and locations, as applicable, for pre-bid meeting; contractor questions; Owner responses; bid due date; bid opening date; and contract authorization.

**Railroad:** The railroad which is responsible for the safety and regulatory compliance of Owner's railroad right-of-way, track and related facilities where the Work will take place. Currently, the Railroad is Massachusetts Central Railroad Corporation ("MCER" or "Mass Central Railroad"). Owner shall notify Contractor in writing upon any change to the identity or description of Railroad during the term of the Contract. The term "Railroad", when used in the text of these General Conditions or other Contract Documents, shall also mean any duly authorized representative of Railroad when authorized in accordance with these General Conditions.

**Railroad's Authorized Representative(s):** Person(s) designated in writing by Railroad as authorized representative(s), who are authorized to make findings, determinations and decisions on behalf of Railroad.

**Shop Drawings:** All Drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for Contractor to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a supplier and submitted by Contractor to illustrate material, equipment, fabrication, or erection for some portion of the Work.

**Subcontractor:** An individual, firm, or corporation to whom Contractor sublets part of the Contract. However, Contractor remains responsible for the Work.

**Substantial Completion:** The Work shall be Substantially Complete when either (a) the Work required by the Contract has been completed, except for Work having a cost of less than one percent (1%) of the then-adjusted total Contract Amount, or (b) substantially all of the Work has been completed and available for use except for minor incomplete or unsatisfactory Work items that do not materially impair the usefulness of the Work required by the Contract. The terms "Substantially Complete" and "Substantially Completed" as applied to any Work refer to Substantial Completion thereof.

**Technical Specifications:** Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative and procedural details applicable thereto.

**Time and Material Work:** Work to be paid for on the basis of actual labor expended and actual cost of furnishing and incorporating material into the Project.

**Unit Price Work:** Work to be paid for on the basis of unit prices bid for specific items of work, as further defined in the General Conditions.

**Work:** The act of, and the result of, performing services, furnishing labor, furnishing and incorporating materials and equipment into the Project, and performing other duties and obligations, all as required by, and in compliance with, the Contract Documents. Such Work, however incremental, will culminate in the entire completed Project, or the various separately identifiable parts thereof.

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**2. ARTICLE 2 – AUTHORITIES AND LIMITATIONS:****2.1 RAILROAD’S AUTHORITY AND LIMITATIONS:**

- 2.1.1 Railroad is responsible for the safety and regulatory compliance of Owner’s railroad right-of-way, track and related facilities where the Work will take place, and shall have the authority to exercise its rights and obligations pursuant to the Owner / Railroad Agreements and applicable statutes, regulations and ordinances with respect to the Work.
- 2.1.2 Railroad (and Owner) shall have the right to review and approve the proposed Project Schedule.
- 2.1.3 All track outages shall require the prior approval of Railroad (and Owner).
- 2.1.4 Railroad shall have the right to enter upon the Work site, to inspect the Work and related materials and equipment for compliance with the Contract Documents and applicable safety requirements.
- 2.1.5 Railroad will provide flagpersons and Engineers-In-Charge (EICs) as required for the performance of the Work.

**2.2 EVALUATION BY OWNER**

- 2.2.1 Owner will decide all questions which may arise as to:
  - 2.2.1.1 Quality and acceptability of materials furnished;
  - 2.2.1.2 Quality and acceptability of Work performed;
  - 2.2.1.3 Compliance with the Project Schedule;
  - 2.2.1.4 Interpretation of Contract Documents; and
  - 2.2.1.5 Acceptable fulfillment of the Contract on the part of Contractor.

**2.3 MEANS & METHODS**

- 2.3.1 Unless otherwise required by the Contract Documents, the means, methods, techniques, sequences or procedures of construction, or safety precautions and the program incident thereto, and any failure to perform or furnish the Work in accordance with the Contract Documents are the sole responsibility of Contractor.

**2.4 SITE VISITS AND INSPECTIONS**

- 2.4.1 Railroad and Owner and their representatives may make visits to the site(s), any off-site fabrication sites and approved remote storage sites at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.
- 2.4.2 Such observations or the lack of such observations shall in no way relieve Contractor from its duty to perform the Work in accordance with the Contract Documents.

**2.5 OWNER’S AUTHORITY AND LIMITATIONS**

- 2.5.1 Owner alone shall have the power to exercise the rights, responsibilities, authorities and functions vested in Owner, by virtue of Owner’s ownership of the railroad property, including the real property and improvements thereon, and by virtue of the Owner / Railroad Agreements.
- 2.5.2 Owner and its representatives shall have the right to enter upon the Work site, to inspect the Work and related materials and equipment for compliance with the Contract Documents and Owner’s requirements, and to otherwise exercise Owner’s rights with respect to the railroad property, improvements thereto, the Owner / Railroad Agreements, and the Project.

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**ARTICLE 2 – AUTHORITIES AND LIMITATIONS (continued)**

- 2.5.3 Contractor shall perform the Work in accordance with any written order (including but not limited to instruction, directive, interpretation or determination) issued by Owner or Owner’s Authorized Representative(s).
- 2.5.4 Contractor assumes all the risk and consequences of performing the Work in accordance with any order (including but not limited to instruction, direction, interpretation or determination) of anyone not authorized to issue such order, and of any order not in writing.
- 2.5.5 Owner’s rights hereunder shall survive the termination or expiration of the Contract.

**3. ARTICLE 3 – CONTRACT DOCUMENTS - INTENT, AMENDING:****3.1 INCOMPLETE CONTRACT DOCUMENTS**

- 3.1.1 The execution of the Contract by Contractor is considered a representation that Contractor has examined the Contract Documents to make certain that all sheets and pages of plans and specifications were provided and that Contractor is satisfied as to the conditions to be encountered in performing the Work.
- 3.1.2 Owner expressly denies any responsibility or liability for a Bid submitted on the basis of an incomplete set of Contract Documents.

**3.2 COPIES OF CONTRACT DOCUMENTS**

- 3.2.1 Owner shall furnish to Contractor up to two copies of the Contract Documents.

**3.3 SCOPE OF WORK**

- 3.3.1 The Contract Documents comprise the entire Contract between Owner and Contractor concerning the Work.
- 3.3.2 The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the current practices regarding the Work of the Project. If a conflict or question arises within the Contract Documents, the Program Manager’s interpretation will govern.

**3.4 INTENT OF CONTRACT DOCUMENTS**

- 3.4.1 It is the intent of the Contract Documents to describe a functionally complete Project to be constructed in accordance with the Contract Documents.
- 3.4.2 Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied, without any adjustment in Contract Amount or Contract Time, whether or not specifically called for.
- 3.4.3 Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the requirements of any governmental authority, whether such reference be specific or by implication, shall mean the edition stated in the Contract Documents or, if not stated, the latest standard specification, manual, code or requirements in effect at the time of advertisement for the Project (or, on the Effective Date of the Contract if there was no advertisement).

**ARTICLE 3 – CONTRACT DOCUMENTS – INTENT, AMENDING (continued)**

- 3.4.4 However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be deemed to change the duties and responsibilities of Contractor, or any of its subcontractors, agents or employees from those set forth in the Contract Documents, nor shall it be deemed to assign to Owner, Railroad, or any of Owner's or Railroad's Consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Sections 2.1 through 2.5.
- 3.4.5 Unless otherwise specified in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings. Any question or conflict in regard to interpretation will be resolved by Owner or Owner's Authorized Representatives.

**3.5 DISCREPANCY IN CONTRACT DOCUMENTS**

- 3.5.1 Before undertaking the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures, and dimensions shown thereon and all applicable field measurements.
- 3.5.2 Work performed in an area by Contractor shall imply verification of figures, dimensions and field measurements for that particular area of Work.
- 3.5.3 If, during the above study or during the performance of the Work, Contractor finds a conflict, error, discrepancy or omission in the Contract Document, or a discrepancy between the Contract Documents and any standard specification, manual, code, regulatory requirement or other Legal Requirement which affects the Work, Contractor shall promptly report such discrepancy in writing to Owner.
- 3.5.4 Contractor shall obtain a written interpretation or clarification from Owner before proceeding with any Work affected thereby.
- 3.5.5 However, Contractor shall not be liable to Owner for failure to report any conflict, error or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof or should reasonably have known thereof.

**3.6 DISCREPANCY – ORDER OF PRECEDENCE**

- 3.6.1 When conflicts, errors, or discrepancies within the Contract Documents exist, the order of precedence from most governing to least governing will be as follows:
- 3.6.1.1 General Conditions
  - 3.6.1.2 Scope of Work
  - 3.6.1.3 Technical Specifications
  - 3.6.1.4 Special Conditions
- 3.6.2 Contractor shall not take advantage of any apparent error or omission in the Contract Documents. If Contractor discovers an error or omission, Contractor shall promptly notify Owner. Owner will make corrections and interpretation as necessary to fulfill the intent of the Contract.
- 3.6.3 To the extent that any discrepancy in quantity or quality exists in the Contract Documents, the Contractor shall provide greater quantity or higher quality.

**ARTICLE 3 – CONTRACT DOCUMENTS – INTENT, AMENDING (continued)**

**3.7 CLARIFICATIONS AND INTERPRETATIONS**

- 3.7.1 Owner, directly or through its Authorized Representative(s), will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents to Contractor as Owner may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents.
- 3.7.2 Owner, directly or through its Authorized Representative(s), will make a decision on interpretation of the specifications, approval of equipment, material or any other approval, or progress of the work, promptly and, in any event, no later than thirty (30) days after the written submission for the decision; but if such decision requires extended investigation and study, Owner or its Authorized Representative(s) shall, within thirty (30) days after receipt of the submission, give the party making the submission written notice of the reasons why the decision cannot be made within the thirty (30) day period and the date by which the decision will be made.

**4. ARTICLE 4 – LANDS AND PHYSICAL CONDITIONS:**

**4.1 VISIT TO SITE**

- 4.1.1 The execution of the Contract by Contractor is considered a representation that Contractor has visited and carefully examined the site and is satisfied as to the conditions to be encountered in performing the Work and as to the requirements of the Contract Documents.

**4.2 UTILITIES**

- 4.2.1 Contractor shall have full responsibility for:
  - 4.2.1.1 Reviewing and checking all information and data concerning utilities;
  - 4.2.1.2 Contacting DigSafe (811) at least 72 hours, exclusive of Saturdays, Sundays or holidays, but not more than thirty (30) days prior to the commencement of any excavation or removal of earth activities within private ways or public property, to have utilities locate and mark any underground facility within the proposed work area;
  - 4.2.1.3 Locating all underground utilities shown or indicated in the Contract Documents which are affected by the Work;
  - 4.2.1.4 Coordination of the Work with the owners of all utilities during construction;
  - 4.2.1.5 Safety and protection of all utilities; and
  - 4.2.1.6 Repair of any damage to utilities resulting from the Work.

**5. ARTICLE 5 – INSURANCE:****5.1 INSURANCE REQUIREMENTS**

- 5.1.1 In addition to any other forms of insurance or bonds required under the Contract, and except to the extent that any of the requirements of this Article are expressly waived in writing by Owner, Contractor shall, at its sole cost and expense, obtain, carry and maintain throughout the life of this Contract, insurance not less than the amounts and coverage herein specified, and Owner, Railroad and others identified herein shall each be named as an additional named insureds under the insurance coverage so specified, with respect to the performance of the Work. Provided, however, that Owner need not be an additional insured on the Railroad Protective Liability insurance policy referenced herein.
- 5.1.2 There shall be no right of subrogation against Owner, Railroad or their agents performing work in connection with the Work, and this waiver of subrogation shall be endorsed upon the policies.
- 5.1.3 Insurance shall be placed with the companies licensed to do business in the Commonwealth of Massachusetts and these policies providing coverage there under shall contain provisions that no cancellation or material changes in the policy shall become effective except upon thirty (30) days prior written notice thereof to Owner, Railroad and any other additional or co-insureds.
- 5.1.4 Prior to commencement of the Work, Contractor shall furnish certificates to Owner, in duplicate, evidencing that the insurance policy provisions required hereunder are in force.
- 5.1.5 Acceptance by Owner of deficient evidence of insurance does not constitute a waiver of Contract insurance requirements.
- 5.1.6 Contractor shall furnish Owner with certified copies of policies upon request. The minimum coverages and limits required are as follows:
- 5.1.6.1 Worker's Compensation insurance in accordance with the statutory coverages required by the Commonwealth of Massachusetts and Employers' Liability insurance with limits not less than One Million Dollars (\$1,000,000) for bodily injury by accident, each accident; One Million Dollars (\$1,000,000) for bodily injury by disease, policy limit; and One Million Dollars (\$1,000,000) for bodily injury by disease, each employee, and, where applicable, insurance in compliance with any other statutory obligations.
- 5.1.6.2 Public Liability or Commercial General Liability insurance with limits not less than Two Million Dollars (\$2,000,000) per occurrence and Six Million Dollars (\$6,000,000) aggregate for Bodily Injury and Property Damage, including coverage for Premises and Operations Liability, Products and Completed Operations Liability, Contractual Liability, Broad Form Property Damage Liability and Personal Injury Liability. Coverage shall not contain any exclusions of Explosion, Collapse, or Underground conditions. An umbrella policy may be utilized to satisfy the required limits of liability under this section.
- 5.1.6.3 Commercial Automobile Liability on all owned, non-owned, hired and rented vehicles used in connection with the work to be performed hereunder, with limits of liability of not less than Two Million Dollars (\$2,000,000) Combined Single Limit for Bodily Injury and Property Damage per each accident or loss.

**ARTICLE 5 – INSURANCE (continued)**

- 5.1.6.4 Railroad Protective Liability Insurance (ISO-RIMA FORM) with a limit of not less than Five Million Dollars (\$5,000,000) per occurrence, combined single limit for bodily injury and/or property damage, for all damages arising out of bodily injuries to or death of all persons and for damage to or destruction of property, including the loss of use thereof. Such insurance shall also contain an aggregate of not less than Ten Million Dollars (\$10,000,000) for damages arising out of more than one occurrence. Contractor shall also provide a certified copy of the Railroad Protective Liability Insurance policy to Railroad upon request.
- 5.1.6.5 If Work involves use of watercraft, Protection and Indemnity insurance with limits not less than \$5,000,000 per occurrence. Hull and Machinery coverage is to be carried on the vessel for the full current market value. This coverage requirement may be waived at the discretion of Owner if Contractor self-insures the equipment and will waive all rights of recovery against Owner and Railroad in writing.
- 5.1.6.6 Where applicable, Professional Liability insurance with limits of not less than \$1,000,000 per claim and \$2,000,000 aggregate, subject to a maximum deductible \$10,000 per claim.
- 5.1.7 All insurance policies as described above are required to be written on an “occurrence” basis. In the event occurrence coverage is not available, Contractor agrees to maintain “claims made” coverage for a minimum of two years after the date of Final Completion of the Project.
- 5.1.8 In the event of loss or damage to Owner’s real property or improvements thereto which is caused by the act or omission of Contractor or its agents, insurance payments shall be made to the Commonwealth of Massachusetts or MassDOT, at Owner’s election, and Owner shall also reimburse Railroad from the proceeds of such payments for appropriate, documented costs incurred by Railroad in repairing such damage.
- 5.1.9 Contractor must provide certificates of insurance or other evidence of insurance that Owner may require as a condition of Award, and must maintain all insurance policies as set forth herein throughout the Contract and any applicable completed operations coverage. Failure to provide and maintain the insurance as required herein shall be a material breach of the Contract and shall operate to immediately cancel and terminate the Contract.
- 5.1.10 All insurance policies required herein shall be primary and non-contributory with any insurance or self-insurance maintained by Owner and any such third parties as Owner shall reasonably designate.
- 5.1.11 All insurance policies required herein shall provide no cancellation or material change in coverage, whether by insurer or insured, shall be valid unless written notice thereof is given directly to Owner at least thirty (30) days prior to the intended effective date thereof, which date shall be expressed in said notice. Notice of cancellation sent by the applicable insurer or insured to Owner by certified mail, postage prepaid, with a return receipt of the addressee required, shall be sufficient notice. All such insurance shall include a cancellation endorsement with Owner scheduled.
- 5.1.12 Contractor shall pay all deductibles and self-insured retentions applicable to any claims under any of the insurance coverages herein.

**ARTICLE 5 – INSURANCE (continued)**

- 5.1.13 Nothing contained in this Section 5.1 shall limit Contractor’s liability or the availability of its insurance for damage or injury, including death, or any other claim which arises out of or relates to any actions, omissions, or obligations.
- 5.1.14 Contractor shall waive all rights against Owner and its agents, officers, directors and employees for the recovery of damages to the extent such damages are covered by the insurance described herein.
- 5.1.15 The following parties shall be additional named insureds on all policies of insurance, unless otherwise indicated:

Massachusetts Department of Transportation (MassDOT)  
Massachusetts Central Railroad Corporation (MCER); and  
CSX Corporation

**5.2 NOT USED**

**5.3 NOT USED**

**5.4 NOT USED**

**5.5 INDEMNIFICATION**

- 5.5.1 Contractor shall be responsible for and shall protect, indemnify, defend and hold harmless Owner and the officers, directors, employees, agents (including Consultants) and subsidiary/affiliated/associated agencies of Owner, Railroad (including Railroad’s parent companies, affiliates, and subsidiaries), and CSX Corporation, (hereinafter “Indemnified Party or Parties”), from and against any and all suits, claims, proceedings, liabilities, losses damages, charges and expenses (including attorneys’ fees and experts’ fees) of every name and nature (“Claims”), based on or arising out of any actual or alleged loss or injury (including death) to persons, or damage to real or tangible property that are caused or alleged to be caused, in whole or in part, by, or to arise out of the acts or omissions of, Contractor or its employees, subcontractors, or agents.
- 5.5.2 Contractor being bound by all applicable state and federal regulations hereby expressly agrees to indemnify and hold harmless Owner for, from and against all audit exceptions and denials of reimbursement arising from Contractor’s violation of the terms and conditions of state and federal laws. Contractor shall make restitution to Owner of such amounts of money as are withheld from Owner by state, federal, county or local agencies or organizations due to Contractor’s noncompliance with applicable state and federal law, provided that in the event of any claim for such restitution, Owner provides Contractor with written notice of such claim and allows Contractor to contest such claim. Contractor shall make restitution to Owner no later than sixty (60) days after receipt of notification from Owner that monies are due to Owner.

**ARTICLE 5 – INSURANCE (continued)**

- 5.5.3 Owner agrees to notify Contractor in writing within a reasonable period of time of the assertion of any Claim for which Contractor has agreed to indemnify Owner pursuant to sections 5.5.1 and/or 5.5.2 (the “Indemnified Claim”). If Owner decides to itself conduct the defense of an Indemnified Claim or to conduct any other response itself, Contractor shall reimburse Owner for all reasonable costs and expenses (including without limitation, reasonable attorneys’ and experts’ fees and expenses) incurred by Owner in connection with Owner’s defense of the Indemnified Claim and/or the conduct of all response actions. If Owner decides to have the Contractor defend the Indemnified Claim or handle the response action, Owner shall notify Contractor of that decision in writing. In such instances, Contractor shall bear the entire cost thereof and shall have sole control of the defense of any Indemnified claim and all negotiations for its settlement or compromise, provided that Owner is fully indemnified by Contractor and that the settlement or compromise shall not include the admission of guilt or comparable plea, wrongdoing or negligence, the permitting or imposition of civil or criminal penalties or indictments, the entering of consent decrees or orders of any kind by or against Owner, or any other action that would prejudice the rights of Owner, without Owner’s express written approval. Owner shall cooperate with Contractor in the defense of any Indemnified Claim.
- 5.5.4 If Owner reasonably incurs any fees for attorneys or experts, or any other costs or expenses, to enforce its right to indemnification as set forth in this section 5.5, Contractor shall fully indemnify and reimburse Owner for such fees, costs, and expenses.
- 5.5.5 Without limiting the generality of the foregoing, it is the clear intent of the Parties that the Indemnified Parties be indemnified and defended for any and all products liability, strict liability or strict products liability and/or the negligence of an Indemnified Party.
- 5.5.6 Contractor will be solely responsible for any and all claims for damage to underground structures such as, but not restricted to, water or gas mains, pipes, conduits, manholes or catch basins, due to his operation or to the operations of his Subcontractors.
- 5.5.7 Furnishing of insurance by Contractor as required herein shall not limit Contractor’s liability hereunder, but shall be additional security therefore.

**6. ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES:****6.1 SUPERVISION OF WORK**

- 6.1.1 Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- 6.1.2 All Work under this Contract shall be performed in a skillful and workmanlike manner. Unless otherwise required by Contract Documents, Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.
- 6.1.3 Contractor shall keep on site at all times during the progress of the Work a competent resident superintendent.
- 6.1.4 The superintendent will be Contractor’s representative at the site and shall have full authority to act and sign documents on behalf of Contractor.

**ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES (continued)**

- 6.1.5 All communications given to the superintendent shall be as binding as if given to Contractor.
- 6.1.6 Contractor shall cooperate with Owner and Railroad in every way possible.
- 6.1.7 All employees of Contractor and any Subcontractors working on railroad RoW shall be required to attend a 4-hour railroad Roadway Worker Protection course (RWP) at no cost to the Owner. See Section 6.14.

**6.2 CHARACTER OF WORKERS**

- 6.2.1 Contractor shall provide a sufficient number of competent, suitable qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents.
- 6.2.2 Contractor shall at all times maintain good discipline and order at the site.
- 6.2.3 Owner may, in writing, require Contractor to remove from the Work any employee of Contractor or any Subcontractor, but Owner shall have no duty to exercise this right.
- 6.2.4 Owner shall be required to maintain labor harmony on the Project.

**6.3 CONTRACTOR TO FURNISH**

- 6.3.1 Unless otherwise specified in the Contract Documents, Contractor shall furnish and assume full responsibility for all materials, equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

**6.4 MATERIALS AND EQUIPMENT**

- 6.4.1 Contractor warrants that all materials and equipment shall be of specified quality and new, except as otherwise provided in the Contract Documents. If required by Owner, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment.

**6.5 ANTICIPATED SCHEDULES**

- 6.5.1 The construction of this project shall be planned and recorded with a suitable Project Schedule methodology. The Project Schedule shall be used for coordination and monitoring of all Work under the Contract, including all activity of subcontractors, manufacturers, suppliers, utility companies, as well as review activities of Owner and Railroad.
- 6.5.2 A preliminary Project Schedule shall be submitted with the Bid Form as part of Contractor’s Bid. Within a reasonable time prior to the pre-construction conference, Contractor shall submit a detailed proposed Project Schedule to Owner and Railroad for review and approval. The proposed Project Schedule shall meet the requirements set forth below. The construction time for the entire Project shall not exceed the specified Contract Time. Following Owner’s and Railroad’s review, if revisions to the proposed Project Schedule are required, Contractor shall do so promptly. The Project Schedule must be finalized within fourteen (14) days of the Notice to Proceed, and prior to initiation of Work.

**ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES (continued)**

- 6.5.3 The Project Schedule shall be presented to Owner and Railroad and shall include a description of major project activities, the duration of each of the project activities, the resources required for each of the project activities, and the progress payment values assigned to the completed Work including:
- 6.5.3.1 Labor, showing workdays per week, holidays, shifts per day, persons per shift, and hours per shift;
  - 6.5.3.2 Equipment, including the number of units of each type equipment; and
  - 6.5.3.3 Materials to be furnished by Contractor
- 6.5.4 The Project Schedule shall provide a detailed breakdown of activities scheduled for the first fourteen (14) days of the project and summary of activities for Work beyond fourteen (14) days. Said Project Schedule shall include mobilization, submittals, procurement, and construction.
- 6.5.5 No Work may be initiated at the site without an approved Project Schedule or an approved Project Schedule.

**6.6 ADJUSTING SCHEDULES**

- 6.6.1 Job site progress meetings will be held weekly by Owner, Railroad and Contractor for the purpose of reviewing the progress of the Work, determining upcoming work activities, updating the Project Schedule, and resolving problems and issues related to the Work.
- 6.6.2 The Contract Time will be adjusted only for causes specified in this Contract.

**6.7 NOT USED****6.8 NOT USED****6.9 SUBSTITUTE MEANS AND METHODS**

- 6.9.1 If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize substitute means, method, sequence, technique or procedure of construction acceptable to Owner, if Contractor submits sufficient information to allow Owner to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents, and provided that Owner (directly or through its Authorized Representative(s)) accepts such substitute means and methods in writing.

**6.10 CONTRACTOR DAILY REPORTING**

- 6.10.1 Contractor shall prepare and submit a “Daily Activities Report” to Owner and Railroad within two (2) business days of each completed work shift. The Daily Activities Report shall include:
1. a summary of all activity on each job site;
  2. a list of all manpower on site (by craft and job assignment) including Foremen and other supervisory staff on site;
  3. a list of all equipment on each job site;
  4. a list of all materials delivered to site and/or removed from site and used on site during the work period;
  5. weather conditions (beginning of work shift and mid-shift); and
  6. any other information Owner may require.

**ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES (continued)****6.11 USE OF PREMISES**

- 6.11.1 Contractor shall confine locations of construction equipment, the storage of materials and equipment and the operations of workers to the Project limits and approved remote storage sites, lands and areas, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment.
- 6.11.2 Contractor shall be solely responsible for obtaining necessary and appropriate approvals to use any property beyond the Project limits (including any property owned by parties other than Owner) from the owner of such property, and shall be solely responsible for all costs and liabilities associated with Contractor’s use of such property.
- 6.11.3 Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work.

**6.12 RECORD DOCUMENTS**

- 6.12.1 Contractor shall maintain in a safe place at the site one record copy of all Technical Specifications, Addenda, field memos, work orders, Change Orders, supplemental agreements, and written interpretations and clarifications in good order and annotated to show all changes made during construction.
- 6.12.2 Upon completion of the Work, two (2) sets of the annotated record documents, samples and Shop Drawings shall be delivered to Owner.
- 6.12.3 Record documents shall accurately record elements of the Work which vary from requirements shown or described in the Contract Documents.
- 6.12.4 Contractor shall furnish, upon completion of the work and as a condition for receiving final payment, as-built plans for all Work, specifically “as-built” plans providing “as-built” information for all plans contained within the Contract Documents originally issued and/or updated by Owner.
- 6.12.5 One hard copy and one digital copy of each Record Document required by the Contract Documents, including those described by Subsection 6.12.4 and all warranties and guarantees required or otherwise associated with the Work shall be submitted to and accepted by Owner as a condition of final payment for Contractor’s work.
- 6.12.6 One hard copy and one digital copy of each Record Document required by the Contract Documents, and all warranties and guarantees required or otherwise associated with the Work shall be submitted to and accepted by Owner as a condition of final payment for Contractor’s work.

**6.13 SAFETY AND PROTECTION**

- 6.13.1 Contractor alone shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.
- 6.13.2 Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
  - 6.13.2.1 All employees on the Work and other persons and organizations who may be affected thereby; All the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and

**ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES (continued)**

- 6.13.2.2 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation or replacement in the course of construction.
- 6.13.3 In the performance of this Contract, Contractor shall comply with all applicable federal, state, and local laws governing safety, health, and sanitation. Contractor shall comply with all FRA and OSHA safety requirements. Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as Owner or Railroad may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the Work covered by the Contract.
- 6.13.4 In accordance with the provisions of Massachusetts General Laws Chapter 30, Section 39S, all Contractor and Subcontractor Employees that are employed in the work shall have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration (OSHA) that is at least ten (10) hours in duration at the time the employee begins work. Contractor shall furnish documentation of said course with the first certifiable payroll report for each employee.
- 6.13.5 Contractor shall notify owners of adjacent property and any utilities when prosecution of the Work may affect them, and shall cooperate with such property owners and utilities in the protection, removal, relocation and replacement of their property, and shall obtain appropriate approvals from the owners of such adjacent property and/or utilities prior to performing any Work that may impact such property or utilities.
- 6.13.6 All damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor, supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by Contractor with no change in Contract Amount or Contract Time except damage or loss attributable to unforeseeable causes beyond the control of and without the fault or negligence of Contractor, including but not restricted to acts of God, or governmental authorities.
- 6.13.7 Contractor’s duties and responsibilities for the safety and protection of the Work shall continue until Final Completion except as otherwise expressly provided in connection with Substantial Completion.
- 6.13.8 Contractor shall designate a responsible safety representative at the site. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to Owner and Railroad.

**6.14 WORKER SAFETY ON RAILROAD PROPERTY**

- 6.14.1 The safety of personnel, property, rail operations, and the public is of paramount importance in the prosecution of the Work pursuant to this Contract. As reinforcement and in furtherance of overall safety measures to be observed by Contractor (and not by way of limitation), the following special safety rules shall be followed while performing any Work or undertaking any related activities on or near the railroad property. Further railroad safety information may be obtained in the Special Conditions.

**ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES (continued)**

- 6.14.2 Contractor shall submit their Safety Program with specific project requirements for review, comment and approval no later than seven (7) days prior to the start of work on MassDOT property.
- 6.14.3 In the event Contractor or its subcontractor will be performing construction or other activities on or in close proximity to a railroad track, Contractor shall be responsible for compliance with the Federal Railroad Administration’s Roadway Worker Protection (“RWP”) regulations (49 CFR 214, Subpart C). Under 49 CFR 214, Subpart C, railroad Contractors are responsible for the training of their employees with respect to these regulations. All RWP related Work shall be conducted in strict compliance with the RWP safety standards set forth in 49 CFR 214, Subpart C and Contractor will be required to have all of its personnel who will be on or in close proximity to a railroad track to attend all and any RWP safety classes conducted by Railroad for the benefit of Contractor’s employees at no cost to the Project.
- 6.14.4 In the event Contractor will be performing construction or other activities on a railroad bridge, the provisions of 49 CFR 214 Subpart B regarding Bridge Worker Safety shall apply. All bridge related Work shall be conducted in strict compliance with the Safety Standards set forth in 49 CFR 214.
- 6.14.5 Contractor shall arrange with Railroad to keep itself informed on the time of arrival of all trains and shall stop any of Contractor’s or Subcontractor’s operations which might be or cause a hazard to the safe passage of the train past the Work site from 10 minutes before the expected arrival of the train until it has passed or at any other time as directed by the flagman.
- 6.14.6 Railroad flag protection is required before any activity can occur on or near a railroad operating facility such as a track, yard, bridge or shop building. For incidental work, such as surveying or inspection, a Railroad qualified flagman will provide a safety briefing prior to the commencement of the Work to discuss how and when protection from train traffic is to be provided. For any activity involving a disturbance or potential disturbance to the track, track embankment, or any railroad facility, Railroad may require a specific Railroad Safety Plan prior to startup. Projects which involve activities which cross the tracks or are longitudinal to the tracks will require a specific Railroad Safety Plan and a training course administered by Railroad for Contractor’s project supervisors prior to the initiation of Work on railroad property.
- 6.14.7 Contractor shall arrange for Railroad flag protection when performing any Work within twenty (20) feet of any track. All Work within twenty (20) feet of the track shall cease when a train passes and all Contractor employees shall maintain a distance of at least twenty (20) feet from the track until the train has safely passed. In addition, any Work that could come within twenty (20) feet of the track will cease when a train passes. For example, crane or pile driving activities shall stop when trains pass when the maximum boom and suspended load radius can come within twenty (20) feet of the tracks. Pile driving shall not be done when trains are passing the Work site. Vehicles and other construction equipment shall not be operated or parked closer than twenty (20) feet from any track without Railroad flag protection.

**ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES (continued)**

- 6.14.8 Track outages require Owner’s and Railroad’s prior approval. Prior to a proposed track outage, Contractor shall submit a closure plan to Owner and Railroad for approval. The closure plan will describe the Work to be accomplished, the equipment, manpower and other resources required, and the schedule. Once approved by Owner and Railroad, Contractor shall follow the approved closure plan. Owner reserves the right, directly or through Railroad, to assume control of the Work to reestablish rail service if the schedule is not met. Contractor shall bear all costs and damages which may result from failure to meet the approved closure schedule
- 6.14.9 Whenever a Railroad flagperson/Employee-in-Charge (EIC) is required for performance of the Work, he or she will be provided by Railroad at no expense to Contractor. A minimum of 48 hours’ notice is required for the scheduling of Railroad flag protection. Requests for EIC are to be made to Railroad’s Roadmaster or Track Supervisor.

**6.15 EMERGENCIES**

- 6.15.1 In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury or loss, with or without special instruction or authorization from Owner or Railroad.
- 6.15.2 Contractor shall give Owner prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents is required because of the action taken in response to an emergency.

**6.16 CONTINUING THE WORK**

- 6.16.1 Contractor shall continue to carry out the Work and adhere to the Project Schedule during all disputes or disagreements with Owner or Railroad.
- 6.16.2 No Work shall be delayed or postponed pending resolution of any disputes, disagreements, or claims except as Contractor and Owner may otherwise agree in writing.

**6.17 CONSENT TO ASSIGNMENT**

- 6.17.1 Contractor shall obtain the prior written consent of Owner to any proposed assignment of any interest in, or part of this Contract.
- 6.17.2 The consent to any assignment or transfer shall not operate to relieve Contractor of any of his or its obligations under this Contract.
- 6.17.3 Nothing herein contained shall be construed to hinder, prevent, or affect an assignment of monies due, or to become due hereunder, made for the benefit of Contractor's creditors pursuant to law.

**6.18 CONTRACTOR’S RECORDS**

- 6.18.1 Records of Contractor and Subcontractor(s) relating to personnel, payrolls, invoices of materials, and any and all other data relevant to the performance of the Contract, must be kept on a generally recognized accounting system.
- 6.18.2 Such records must be available during normal work hours to Owner for purposes of investigation to ascertain compliance with provisions of the Contract Documents.
- 6.18.3 Payroll records must contain the name and address of each employee, his/her correct classification, social security number, rate of pay, daily and weekly number of hours of worked, deductions made, and actual wages paid and any other information required by the U.S. and/or State Department of Labor.

**ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES (continued)**

- 6.18.4 Contractor and Subcontractor(s) shall make employment records available for inspection by Owner and its representatives, and will permit such representatives to interview employees during working hours on the Project.
- 6.18.5 Records of all communications between Owner and Contractor, Railroad and Contractor and other parties, where such communications affected performance of this Contract, must be kept by Contractor and maintained for a period of three (3) years from Final Completion.
- 6.18.6 Owner and its assigned representatives may perform an audit of these records during normal work hours after written notice to Contractor.
- 6.18.7 In accordance with the provisions of M.G.L. Chapter 30, Section 39R, every agreement or Contract awarded where the Contract Amount is greater than One Hundred Thousand Dollars (\$100,000), shall provide that:
  - 6.18.7.1 Contractor shall make and keep for at least six (6) years after Final Payment, books, records, and accounts which in reasonable detail accurately and fairly reflect the transactions and dispositions of Contractor
  - 6.18.7.2 Until the expiration of six (6) years after Final payment, the Office of Inspector General, and the Commissioner of Capital Asset Management and Maintenance shall have the right to examine any books, documents, papers or records of Contractor or of its Subcontractors that directly pertain to, and involve transactions relating to, the Contractor or its Subcontractors.
  - 6.18.7.3 Contractor shall describe any change in the method of maintaining records or recording transactions which materially affect any statements filed with Railroad and Owner, including in its description the date of the change and reasons therefor, and shall accompany said description with a letter from the Contractor’s independent certified public accountant approving or otherwise commenting on the changes.
  - 6.18.7.4 Contractor shall file with Owner a statement of management as to whether the system of internal controls of Contractor and its subsidiaries reasonably assures that: (1) transactions are executed in accordance with management’s general and specific authorization; (2) transactions are recorded as necessary to (i) permit preparation of financial statements in conformity with generally accepted accounting principles, and (ii) to maintain accountability for assets; (3) access to assets is permitted only in accordance with management’s general or specific authorization; and (4) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action was taken with respect to any difference.

**ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES (continued)**

- 6.18.7.5 Contractor shall also make and file with Owner a statement prepared by an independent certified public accountant, stating that such certified public accountant has examined the statement of management on internal accounting controls, and expressing an opinion as to (1) whether the representations of management in response to this Subsection and Subsections 6.18.7.1, 6.18.7.2, 6.18.7.3, and 6.18.7.4 above are consistent with the result of management’s evaluation of the system of internal accounting controls; and (2) whether such representations of management are, in addition, reasonable with respect to transactions and assets in amounts which would be material when measured in relation to Contractor’s financial statements.
- 6.18.7.6 Contractor must file, prior to the execution of the Contract, and must annually thereafter throughout the term of the Contract, an audited financial statement for the most recent completed fiscal year prepared by an independent certified public accountant on the basis of an audit by such accountant. The final statement filed shall include the date of Final Payment. All statements shall be accompanied by an accountant’s report, and such statements shall be made available to Owner upon request.
- 6.18.7.7 The records and statements required by this Subsection 6.18.7 shall not be public records, as defined in M.G.L. Chapter 4, Section 7, and shall not be open to public inspection; provided, however, that such records and statements shall be made available to the Office of Inspector General, and the Commissioner of Capital Asset Management and Maintenance as set forth above and in M.G.L. Chapter 30, Section 39R.

**7. ARTICLE 7 – LAWS AND REGULATIONS:****7.1 LAWS TO BE OBSERVED**

- 7.1.1 Contractor shall keep fully informed of and comply with all federal and Commonwealth of Massachusetts Legal Requirements, including, but not limited to, the applicable Sections of Chapter 30 and Chapter 149 of the Massachusetts General Laws, and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the Work, or which in any way affect the conduct of the Work.
- 7.1.2 Contractor shall at all times observe and comply with all such Legal Requirements, orders and decrees; and shall defend and indemnify Owner, Railroad and Indemnified Parties from and against claim or liability arising from or based on the violation of any such Legal Requirement, order, or decree whether by Contractor, Subcontractor(s), or any employee of either.
- 7.1.3 Except where otherwise expressly required by applicable Legal Requirements, neither Owner nor Railroad shall be responsible for monitoring Contractor’s compliance with any Legal Requirements.

**7.2 SANITARY PROVISIONS**

- 7.2.1 Contractor shall provide and maintain in a neat and sanitary condition such accommodations for the use of its employees and Owner’s and Railroad’s representatives in strict accordance with the requirements of the State and local Boards of Health, OSHA or of other bodies or tribunals having jurisdiction.

**ARTICLE 7 – LAWS AND REGULATIONS (continued)****7.3 MINIMUM STATE WAGE RATES**

- 7.3.1 The minimum wage rates to be used for this Contract are shown on the prevailing wage rate schedules in the Schedule of Prevailing Wage Rates section of the Contract Specifications. The rates shown on these schedules are the minimum to be paid during the life of the Contract. It is, therefore, the responsibility of Bidders to inform themselves as to the local labor conditions such as the length of the work day and work week, overtime compensation, health and welfare contributions, labor supply and prospective changes or adjustment of rates. In the event of conflict between the schedules for any classifications, the greater amount for the classification shall prevail as the minimum wage rate.
- 7.3.2 Contractor shall pay to any reserve police officer employed in carrying out the Work in any city or town the prevailing rate of wage paid to regular police officers in such city or town. (M.G.L. c. 149, sec. 34B)
- 7.3.3 If Contractor finds it necessary during the progress of the Work to secure a minimum wage rate for some additional classification, Contractor shall make a request for such additional classification to Owner to obtain the additional classification and corresponding minimum wage rate from the Commonwealth of Massachusetts Department of Labor Standards (“DLS”) and advise Contractor of the same. These additional classifications and minimum wage rates are then to be considered a part of the Contract, and Contractor shall have no claim for additional compensation because of any additional classification and minimum wage rates.
- 7.3.4 Where a question arises as to the classification in the schedule of the DLS in which any employee is to be included, the decision is to be made by DLS, through their duly authorized representative.
- 7.3.5 The aforesaid rates of wages in the schedule of wage rates shall include payments by employers to health and welfare plans, and such payments shall be considered as payments to persons under this section performing work as provided herein. Any employer engaged in the construction of such Work who does not make payments to health and welfare plan where such payments are included in said rates of wages shall pay the amount of said payments directly to each employee engaged in said construction.

**7.4 WAGES AND HOURS OF LABOR**

- 7.4.1 The service of all laborers, workmen, mechanics, foremen and inspectors now or hereafter employed by Contractor or any Subcontractor shall be restricted to eight (8) hours in any one day, to forty-eight (48) hours in any one week, and to six (6) days in any one week, except in cases of emergency.
- 7.4.2 Contractor shall maintain certified payrolls bearing an original signature for Owner on a weekly basis and shall retain copies of the payrolls for a minimum of three (3) years.
- 7.4.3 The certification shall affirm that the payrolls are current and complete, that the wage rates contained therein are not less than any applicable rates referenced in the Contract Documents, and that the classification set forth for each laborer or mechanic conforms with the work he performed.
- 7.4.4 Contractor shall attend all hearings and conferences and produce such books, papers, and documents all as requested by Owner.

**8. ARTICLE 8 – CHANGES:**

**8.1 OWNER’S RIGHT TO CHANGE**

8.1.1 Without invalidating the Contract, Owner may give direction and/or approval, order additions, deletions or other modifications to the Work.

**8.2 DIRECTIVE**

8.2.1 Owner shall provide written clarification or interpretation of the Contract Documents pursuant to Section 0.

8.2.2 Owner may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Amount or the Contract Time and are consistent with the overall intent of the Contract Documents.

8.2.3 Owner may order Contractor to correct defective work or methods which are not in conformance with the Contract Documents.

**8.3 CHANGE ORDER**

8.3.1 A change in Contract Time, Contract Amount, or responsibility may be made for changes within the scope of the Work only by Change Order which must be requested and approved in advance of performing any Work by Contractor.

8.3.2 Upon receipt of an executed Change Order indicating approval of the Work by Owner, Contractor shall promptly proceed with the Work involved, and such Work will be performed under the applicable conditions of the Contract Documents except as otherwise specifically provided.

8.3.3 Changes in Contract Amount and Contract Time shall be made in accordance with Articles 9 and 10. **NO ADDITIONAL WORK SHALL BE UNDERTAKEN, NO ADDITIONAL COSTS OR EXTENSIONS OF TIME MAY BE CONSIDERED OR OCCUR WITHOUT OWNER’S EXPRESS WRITTEN AUTHORIZATION, IN ADVANCE.**

**8.4 UNAUTHORIZED WORK**

8.4.1 Contractor shall not be entitled to an increase in the Contract Amount or an extension of the Contract Time with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in this Article 8, except in the case of an emergency as provided in Section 6.15.

**ARTICLE 8 – CHANGES (continued)****8.5 DIFFERING SITE CONDITIONS (M.G.L. c. 30, sec. 39N)**

- 8.5.1 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.
- 8.5.2 For purposes of Subsection 8.5.1 above, the terms “awarding authority” and “contracting authority” shall refer to Owner.
- 8.5.3 Contractor shall promptly, and before such conditions are disturbed (except in an emergency as permitted by Section 6.15), notify Owner in writing of:
- 8.5.3.1 Subsurface or latent physical conditions at the site differing materially from those indicated in the Contract, and which could not have been discovered by a careful examination of the site, or
- 8.5.3.2 Physical conditions at the site of an unknown or an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in this Contract.
- 8.5.4 Owner shall promptly investigate the conditions, and if Owner finds that such conditions do materially so differ and cause an increase or decrease in Contractor's cost of, or time required for performance of this Contract, an equitable adjustment shall be made, and the Contract shall be modified in writing accordingly.
- 8.5.5 Any claim for additional compensation by Contractor pursuant to this Section shall be made in accordance with Article 14 and shall not be allowed unless Contractor has first given the notice required by this Contract.
- 8.5.6 In the event that Owner and Contractor are unable to reach an agreement concerning an alleged differing site condition, Contractor will be required to keep an accurate and detailed record which will indicate the actual cost of the Work performed as a result of the alleged differing site condition.
- 8.5.7 Failure to keep such a record shall be a bar to any recovery by reason of such alleged differing site conditions. Owner shall be given the opportunity to supervise and check the keeping of such records.

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**9. ARTICLE 9 – CONTRACT AMOUNT – COMPUTATION AND CHANGE:****9.1 CONTRACT AMOUNT**

9.1.1 The Contract Amount constitutes the total compensation (subject to authorized adjustments) payable to Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at Contractor's expense without change in the Contract Amount. The Contract Amount may only be changed by written Change Order.

**9.2 CLAIM FOR CHANGE IN CONTRACT AMOUNT**

9.2.1 Any claim for an increase or decrease in the Contract Amount shall be submitted in accordance with the terms of this Article 9, and shall not be allowed unless the notice requirements of this Contract have been met.

**9.3 CHANGE ORDER PRICE DETERMINATION**

9.3.1 The value of any Work covered by a Change Order for an increase or decrease in the Contract Amount shall be determined in one of the following ways:

9.3.1.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved (subject to the provisions of Section 9.9).

9.3.1.2 By mutual acceptance of a lump sum price which includes overhead and profit.

9.3.2 When Subsections 9.3.1.1 and 9.3.1.2 do not apply, on the basis of the Cost of the Work (determined as provided in Sections 9.4 and 9.5) plus a Contractor's fee for overhead and profit (determined as provided in Section 9.6).

9.3.3 Owner must approve any proposed changes to Time or Cost of Work by written Authorization before the Change Order is issued.

**9.4 COST OF THE WORK**

9.4.1 The term Cost of the Work means the sum of all costs actually incurred and necessary to carry out the Work and paid by Contractor in the proper performance of the Work.

9.4.2 Except as otherwise may be agreed to in writing by Owner, such costs shall be in amount no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in Section 9.5:

9.4.2.1 Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor.

9.4.2.2 Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work.

9.4.2.3 Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include Social Security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto.

9.4.2.4 Such employees shall include superintendents and foremen at the site.

9.4.2.5 The expenses of performing Work after regular working hours, on Saturday, Sunday or Legal Holidays shall be included in the above to the extent authorized by Owner.

**ARTICLE 9 – CONTRACT AMOUNT – COMPUTATION AND CHANGE (continued)**

- 9.4.2.6 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and suppliers’ field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
- 9.4.2.7 Costs of special Consultants (including but not limited to engineers, architects, testing laboratories, and surveyors) employed for services necessary for the completion of the Work.
- 9.4.2.8 Supplemental costs including the following:
  - 9.4.2.8.1 The proportion of necessary transportation, travel and subsistence expenses of Contractor’s employees incurred in discharge of duties connected with the Work.
  - 9.4.2.8.2 Costs, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by Contractor, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed, and which remain the property of Contractor.
  - 9.4.2.8.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner and the costs of transportation, loading, unloading, installation, dismantling and removal thereof - all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.
  - 9.4.2.8.4 Sales, consumer, use or similar taxes related to the Work, and for which Contractor is liable.
  - 9.4.2.8.5 Fees for permits and licenses.

**ARTICLE 9 – CONTRACT AMOUNT – COMPUTATION AND CHANGE (continued)**

- 9.4.2.8.6 Losses and damages (and related expenses), not compensated by insurance or otherwise, to the Work or otherwise sustained by Contractor in connection with the performance and furnishing of the Work, provided they have resulted from causes other than the negligence of Contractor, any Contractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee. If, however, any such loss or damage requires reconstruction and Contractor is placed in charge thereof, Contractor shall be paid for services a fee in accordance with Section 9.6.
- 9.4.2.8.7 The cost of utilities, fuel and sanitary facilities at the site.
- 9.4.2.8.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work
- 9.4.2.8.9 Cost of premiums for additional bonds and insurance required because of changes in the Work and premiums for property insurance coverage within the limits of the deductible amounts established by Owner in accordance with Article 5.

**9.5 EXCLUDED COSTS**

- 9.5.1 The term Cost of the Work shall not include any of the following:
- 9.5.1.1 Payroll costs and other compensation of Contractor's officers, executives, principles (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agency, expeditors, timekeepers, clerks and other personnel employed by Contractor whether at the site or in Contractor's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Subsection 9.4.2.1 - all of which are to be considered administrative costs covered by Contractor's Fee.
  - 9.5.1.2 Expenses of Contractor's principal and branch offices.
  - 9.5.1.3 Any part of Contractor's capital expenses including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
  - 9.5.1.4 Cost of premiums for all insurance whether or not Contractor is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by Subsection 9.4.2.8.9 above).
  - 9.5.1.5 Costs due to the negligence of Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.

**ARTICLE 9 – CONTRACT AMOUNT – COMPUTATION AND CHANGE (continued)**

- 9.5.1.6 Costs for the use of small tools having a value of five hundred dollars (\$500) or less.
- 9.5.1.7 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Section 9.4.

**9.6 CONTRACTOR’S FEE**

- 9.6.1 Contractor’s fee allowed to Contractor for overhead and profit shall be a negotiated, mutually agreed upon fixed fee between Contractor and Owner. Contractor’s fee shall be identified in the Contract between Owner and Contractor and shall apply to both originally bid Work and any work Authorized by approved Change Order. If no fee can be agreed upon, a fee based on the following percentages of the various portions of the cost of the Work:
  - 9.6.1.1 For costs incurred under Subsections 9.4.2.1 through 9.4.2.6, Contractor’s Fee shall be 5%;
  - 9.6.1.2 For costs incurred under Subsections 9.4.2.7 and 9.4.2.8 Contractor’s Fee shall be 5%.
- 9.6.2 No fee shall be payable on the basis of costs itemized under Section 9.5;
- 9.6.3 The amount of credit to be allowed by Contractor to Owner for any such change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in Contractor's fee by a mutually agreed upon amount, or, if none can be agreed upon, then an amount equal to 5% of the net decrease; and
- 9.6.4 When both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Subsections 9.6.1.1 and 9.6.1.2.

**9.7 COST BREAKDOWN**

- 9.7.1 Whenever the cost of any Work is to be determined pursuant to Sections 9.4 and 9.5, Contractor will submit an itemized cost breakdown together with supporting data in a form acceptable to Owner.

**9.8 UNIT PRICE WORK**

- 9.8.1 Where the Contract Documents provide that all or part of the work is to be Unit Price Work, initially the Contract Amount will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Contract.
- 9.8.2 The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Amount.
- 9.8.3 Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Owner in accordance with Section 9.9.
- 9.8.4 Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor’s overhead and profit for each separately identified item.
- 9.8.5 If the “Basis of Payment” clause in the Contract Documents relating to any unit price in the bid schedule requires that the said unit price cover and be considered compensation for certain Work or material essential to the item, this same Work or material will not also be measured or paid for under any other pay item which may appear elsewhere in the Contract Documents.

**ARTICLE 9 – CONTRACT AMOUNT – COMPUTATION AND CHANGE (continued)**

- 9.8.6 Payment to Contractor shall be made only for the actual quantities of Work performed and accepted or materials furnished, in conformance with the Contract Documents.
- 9.8.7 When the accepted quantities of Work or materials vary from the quantities stated in the bid schedule, or change documents, Contractor shall accept as payment in full, payment at the stated unit prices for the accepted quantities of Work and materials furnished, completed and accepted.

**9.9 DETERMINATIONS REGARDING UNIT PRICES AND QUANTITIES**

- 9.9.1 Owner will determine the actual quantities and classifications of Unit Price Work performed by Contractor.
- 9.9.2 Owner's certification thereon will be final and binding on Contractor, unless, within ten (10) days after the date of any such decision, Contractor delivers to Owner written notice of intention to appeal from such a decision.

**10. ARTICLE 10 – CONTRACT TIME – COMPUTATION & CHANGE:****10.1 COMMENCEMENT OF CONTRACT TIME – NOTICE TO PROCEED**

- 10.1.1 The Contract Time will commence to run on the day indicated in the Notice to Proceed.

**10.2 STARTING THE WORK**

- 10.2.1 No Work on Contract items shall be performed before the effective date of the Notice to Proceed. Contractor shall notify Owner and Railroad at least forty-eight (48) hours in advance of the time actual construction operations will begin.

**10.3 COMPUTATION OF CONTRACT TIME**

- 10.3.1 When the Contract Time is specified on a calendar days basis, all Work under the Contract shall be completed within the number of calendar days specified.
- 10.3.2 The count of Contract Time begins on the day following receipt of the Notice to Proceed by Contractor, if no starting day is stipulated therein.
- 10.3.3 Calendar days shall continue to be counted against Contract Time until and including the date of Final Completion of the Work.
- 10.3.4 When the Contract completion time is specified as a fixed calendar date, it shall be the date of Final Completion.

**10.4 TIME CHANGE**

- 10.4.1 The Contract Time may only be changed by a Change Order. Any extension for time needs to be approved by Owner in advance.

**10.5 EXTENSION DUE TO DELAYS**

- 10.5.1 The right of Contractor to proceed shall not be terminated nor Contractor charged with liquidated or actual damages because of any delays to the completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of Contractor, including, but not restricted to the following: acts of God; acts of Owner; acts of another Contractor in the performance of a contract with Owner or Railroad; floods, fires, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather; and delays of Subcontractors or suppliers due to such causes.

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**ARTICLE 10 – CONTRACT TIME – COMPUTATION AND CHANGE (continued)**

- 10.5.2 Any delay in receipt of materials on the site, caused by other than one of the specifically mentioned occurrences above, does not of itself justify a time extension.
- 10.5.3 Owner shall ascertain the facts and the extent of the delay and extend the time for completing the Work when the findings of fact justify such an extension.

**10.6 ESSENCE OF CONTRACT**

- 10.6.1 All time limits stated in the Contract Documents are of the essence to the Contract.

**10.7 REASONABLE COMPLETION TIME**

- 10.7.1 It is expressly understood, acknowledged and agreed by Contractor that the date of beginning and the time for Final Completion of the Work described herein are reasonable times for the completion of the Work.

**10.8 DELAY IN COMPLETION OF THE WORK; LIQUIDATED DAMAGES**

- 10.8.1 In the event that Contractor does not proceed with the Work within the time frame stipulated in the Contract Documents or otherwise fails to perform the other work specified in the Contract Documents in reasonable accordance with the Project Schedule, so as to complete the Work on or before the time for Final Completion, Owner may terminate the Contract, and seek to complete the Work pursuant to the provisions of and with funding provided by Contractor's Performance Bond.
- 10.8.2 Whether or not Contractor's right to proceed with the Work is terminated, Contractor shall be liable for damages resulting from Contractor's refusal or failure to complete the Work within the specified time. **Note: Liquidated damages for delay shall be paid by Contractor to Owner in the amount of \$1,000 for each calendar day the completion of the Work or any part thereof is delayed beyond the Contract Time required by the Contract, or any extension thereof.**
- 10.8.3 Contractor acknowledges that the liquidated damages established herein are not a penalty but rather constitute an estimate of damages that Owner will sustain by reason of delayed completion. These liquidated damages are intended as compensation for losses that are difficult to estimate.
- 10.8.4 These damages will continue to run both before and after termination in the event of default termination. These liquidated damages do not cover excess costs of completion, Owner' costs, fees, and charges related to solicitation and selection of an alternative work force to complete the Work.

**11. ARTICLE 11 – QUALITY ASSURANCE:****11.1 WARRANTY AND GUARANTY**

- 11.1.1 Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective.
- 11.1.2 Contractor warrants and guarantees to Owner that all materials and equipment shall be of specified quality and new, except as otherwise provided in the Contract Documents.
- 11.1.3 Prompt notice of all defects shall be given to Contractor. All defective work, whether or not in place, may be rejected, corrected or accepted as provided for in this Article.

**ARTICLE 11 – QUALITY ASSURANCE (continued)**

**11.2 ACCESS TO WORK**

11.2.1 Owner, Railroad, their representatives, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. Contractor shall provide proper and safe conditions for such access.

**11.3 TESTS AND INSPECTIONS**

11.3.1 Contractor shall give Owner and Railroad timely notice of readiness of the Work for all required inspections.

**11.4 OWNER MAY STOP THE WORK**

11.4.1 If the Work is defective, or Contractor fails to supply suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; provided, however, that the right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise the right for the benefit of Contractor or any other party.

**11.5 CORRECTION OR REMOVAL OF DEFECTIVE WORK**

11.5.1 If required by Owner, Contractor shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by Owner, remove it from the site and replace it with Work which conforms to the requirements of the Contract Documents. Contractor shall bear all direct, indirect and consequential costs of such correction removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

**11.6 ONE YEAR CORRECTION PERIOD**

11.6.1 If within one (1) year after the date of Final Completion or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner’s written instructions, either correct such defective Work, or, if it has been rejected by Owner, remove it from the site and replace it with conforming Work.

11.6.2 If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will immediately become due to Owner and will be paid by Contractor.

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**ARTICLE 11 – QUALITY ASSURANCE (continued)****11.7 ACCEPTANCE OF DEFECTIVE WORK**

- 11.7.1 Instead of requiring correction or removal and replacement of defective Work, Owner may accept defective Work. All decisions with respect to acceptance of defective Work are solely at the discretion of, and to be made by, Owner. In the event of Owner's decision to accept defective Work, Contractor shall bear all direct, indirect and consequential costs attributable to Owner's evaluation of and determination to accept such defective Work (costs to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals).
- 11.7.2 Any acceptance of defective Work, as described in Subsection 11.7.1, shall only be contemplated upon written notification and request by Owner supported by documentation to support the request.
- 11.7.3 If any such acceptance occurs prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work and Owner shall be entitled to an appropriate decrease in the Contract Amount.

**12. ARTICLE 12 – PAYMENTS TO CONTRACTOR AND COMPLETION:****12.1 SCHEDULE OF VALUES**

- 12.1.1 The schedule of values or progress payment values established as provided in Section 6.5 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Owner. Progress payments on account of Unit Price Work will be based on the number of units completed.

**12.2 PRELIMINARY PAYMENTS**

- 12.2.1 Upon approval of the schedule of values Contractor may be paid for direct costs substantiated by paid invoices and other prerequisite documents required by the Contract Documents. Direct costs shall include the cost of bonds, insurance, approved materials stored on the site or at approved remote storage sites, deposits required by a supplier prior to fabricating materials, and other approved direct mobilization costs substantiated as indicated above. These payments shall be included as a part of the total Contract Amount as stated in the Contract.

**12.3 APPLICATION FOR PROGRESS PAYMENT**

- 12.3.1 Contractor shall submit to Owner for review a complete and accurate Application for Payment signed by Contractor covering the Work completed as of the date of the Application for Payment and accompanied by such supporting documentation as required by the Contract Documents.
- 12.3.2 Progress payments will be made as the Work progresses on a monthly basis.

**12.4 REVIEW OF APPLICATION FOR PROGRESS PAYMENT**

- 12.4.1 Owner will either provide a written recommendation for payment, or return the Application for Payment to Contractor indicating in writing Owner's reasons for refusing to recommend payment.
- 12.4.2 If the latter case, Contractor shall make the necessary corrections and resubmit the Application for Payment.

**ARTICLE 12 – PAYMENTS TO CONTRACTOR AND COMPLETION (continued)****12.5 PAYMENTS TO SUBCONTRACTORS (M.G.L. c. 30, sec. 39F)**

12.5.1 In accordance with M.G.L. Chapter 30, Sections 39F, the following Subsections shall be binding between the Contractor and each Subcontractor. For purposes of this Subsection 12.5.1, the term “Subcontractor” shall mean: (1) a person approved by Owner in writing as a person performing labor or both performing labor and furnishing materials pursuant to the Contract; and (2) a person contracting with the Contractor to supply materials used or employed in the Work for a price in excess of Five Thousand Dollars (\$5,000). In addition, for purposes of this Subsection 12.5.1: the term “general contractor” shall mean Contractor; the term “subcontractor” shall mean “Subcontractor”; the term “awarding authority” shall mean Owner.

12.5.1.1 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.

12.5.1.2 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.

12.5.1.3 Each payment made by the awarding authority to the general contractor pursuant to Subsections 12.5.1.1 and 12.5.1.2 of this Subsection 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 Subsection 12.5.1.1 and 12.5.1.2, the awarding authority shall act upon the demand as provided in this section.

**ARTICLE 12 – PAYMENTS TO CONTRACTOR AND COMPLETION (continued)**

- 12.5.1.4 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 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.
- 12.5.1.5 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 Subsection 12.5.1.4. 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 Subsection.

**ARTICLE 12 – PAYMENTS TO CONTRACTOR AND COMPLETION (continued)**

- 12.5.1.6 The awarding authority shall forthwith deposit the amount deducted from a direct payment as provided in part (iii) of Subsection 12.5.1.5 in an interest-bearing joint account in the names of the general contractor and 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 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.
- 12.5.1.7 All direct payments and all deductions from demands for direct payments deposited in an interest-bearing account or accounts in a bank pursuant to Subsection 12.5.1.6 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.
- 12.5.1.8 The awarding authority shall deduct from payments to a general contractor amounts which, together with the deposits in interest-bearing accounts pursuant to Subsection 12.5.1.6, 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.

**12.6 WITHHOLDING OF PAYMENTS**

- 12.6.1 Owner may withhold or refuse payment for any of the reasons listed below provided it gives written notice of its intent to withhold and of the basis for withholding:
- 12.6.1.1 The Work is defective, or completed Work has been damaged requiring correction or replacement, or has been installed without approved shop drawings, or by an unapproved Contractor.
- 12.6.1.2 The Contract Amount has been reduced by Change Order.
- 12.6.1.3 Owner or Railroad has been required to correct Defective Work or complete Work in accordance with Section 12.10.
- 12.6.1.4 Owner's or Railroad's actual knowledge of the occurrence of any of the events enumerated in Subsections 13.2.1.1 through 13.2.1.12 inclusive.
- 12.6.1.5 Claims have been made against Owner on account of Contractor's actions or inactions in performing this Contract, or there are other items entitling Owner to a set-off.
- 12.6.1.6 Subsequently discovered evidence or the results of subsequent inspections or tests, nullify any previous payments for reasons stated in Subsections 12.6.1.1 through 12.6.1.5.
- 12.6.1.7 Contractor has failed to fulfill or is in violation of any of its obligations under any provision of this Contract.

**ARTICLE 12 – PAYMENTS TO CONTRACTOR AND COMPLETION (continued)****12.7 RETAINAGE**

12.7.1 A percentage of a Contractor's Application for Payment may be withheld if, in Owner's judgment, a portion of the Work for which payment is requested has not been completed in accordance with the Contract Documents. The percentage withheld will be commensurate with the proportion of the incomplete Work in relation to the total amount of the Application for Payment. Any amount withheld shall be promptly processed for payment upon satisfactory completion and acceptance of the Work.

**12.8 SUBSTANTIAL COMPLETION (M.G.L. c. 30, sec. 39G)**

- 12.8.1 When Contractor considers the Work is Substantially Complete (as defined herein) and is ready for its intended use Contractor shall present Owner a written certification that the Work, or a designated portion thereof, has been Substantially Completed (except for items specifically listed by Contractor as incomplete) ("Contractor's Notice of Substantial Completion"), and shall request that Owner issue a written declaration that such Work has been Substantially Completed (a "Certificate of Substantial Completion").
- 12.8.2 Within ten (10) days following the date of Contractor's Notice of Substantial Completion, Railroad, Contractor, and Owner's Authorized Representative(s) shall make an inspection of such Work to determine the status of completion.
- 12.8.3 If Owner agrees that the Work is Substantially Complete, Owner shall, within twenty-one (21) days of Contractor's Notice of Substantial Completion, execute and deliver a declaration of Substantial Completion, in the form of a Certificate of Substantial Completion as to such Work. If Owner does not consider the Work to be Substantially Complete, Owner shall, no later than twenty-one (21) days following the date of Contractor's Notice of Substantial Completion, present to Contractor an itemized list of incomplete and unsatisfactory Work items required by the Contract, sufficient to demonstrate that the Work has not been Substantially Completed. Owner may include with such list a notice setting forth a reasonable time within which Contractor must achieve Substantial Completion of the Work, provided that such time shall be prior to the Contract Completion Date. In either event, Owner may include in its transmittal to Contractor a list of additional outstanding items and responsibilities to be addressed by Contractor in accordance with the Contract Documents prior to Final Completion and acceptance.
- 12.8.4 In the event that Owner fails to respond as set forth above within the twenty-one (21) day period, the Contractor's certification shall take effect as Owner's declaration that the Work has been Substantially Completed.
- 12.8.5 Owner shall, no later than sixty-five (65) days after the effective date of a declaration of Substantial Completion, prepare and transmit to Contractor for acceptance a Substantial Completion estimate for the quantity and price of the Work performed and all but one percent (1%) retainage, if held by Owner, on that Work, including the quantity, price and all but one percent (1%) retainage, if held by Owner, for the undisputed part of each work item and extra work item in dispute, but excluding the disputed part thereof, less the estimated cost of completing all incomplete and unsatisfactory work items, and less the total periodic payments made to date for the Work. Owner shall also deduct from the Substantial Completion estimate an amount equal to the sum of all demands for direct payments filed by Subcontractors and not yet paid to Subcontractors or deposited in joint accounts pursuant to M.G.L. Chapter 30, Section 39F and Subsection 12.5.1 hereof.

**ARTICLE 12 – PAYMENTS TO CONTRACTOR AND COMPLETION (continued)**

- 12.8.6 If Owner fails to prepare and transmit to Contractor any Substantial Completion estimate as required by this Section 12.8 on or before the dates set forth herein, Owner shall pay to Contractor interest on the amount which would have been due to Contractor pursuant to such Substantial Completion estimate at the rate of three (3) percentage points above the rediscount rate then charged by the Federal Reserve Bank of Boston from such date to the date on which Owner transmits the Substantial Completion estimate to Contractor or the date of payment therefor, whichever occurs first. Owner shall include the amount of such interest in the Substantial Completion estimate.
- 12.8.7 Within fifteen (15) days after the effective date of issuance of the Certificate of Substantial Completion or other recognized declaration of Substantial Completion, Owner shall send to Contractor, by certified mail, return receipt requested, a complete list of all incomplete or unsatisfactory work items, and, unless delayed by causes beyond Contractor's control, Contractor shall complete all such work items within forty-five (45) days after receipt of such list or before the then Contract Completion Date, whichever is later. If Contractor fails to complete the Work within such time, Owner may, after seven (7) days' written notice to Contractor by certified mail, return receipt requested, terminate the Contract and complete the incomplete or unsatisfactory work items and charge the cost of same to Contractor.
- 12.8.8 Owner shall be responsible for all of its costs for the initial inspection relating to Substantial Completion, and the first re-inspection, and Contractor shall pay all costs incurred by Owner (including Railroad's charges) resulting from re-inspections thereafter.
- 12.8.9 When Contractor considers all Work required by the Contract to be complete, Contractor shall provide written notice to Owner stating that all work required by the Contract has been completed ("Contractor's Notice of Final Completion").
- 12.8.10 Within ten (10) days following the date of Contractor's Notice of Final Completion, Railroad, Contractor, and Owner's Authorized Representative(s) shall make a final inspection of the Work to determine the status of completion.
- 12.8.11 Within thirty (30) days after receipt by Owner of Contractor's Notice of Final Completion, Owner shall prepare and transmit to Contractor for acceptance a final estimate for the quantity and price of the Work performed and all retainage, if held by Owner, on that Work less all payments made to date, unless Owner's inspection shows that Work items required by the Contract remain incomplete or unsatisfactory, or that documentation required by the Contract has not been completed. If Owner fails to prepare and transmit to Contractor the final estimate within thirty (30) days after receipt of Contractor's Notice of Project Completion, Owner shall pay to Contractor interest on the amount which would have been due to Contractor pursuant to such final estimate at the rate hereinabove provided from the thirtieth (30<sup>th</sup>) day after such completion until the date on which Owner sends the final estimate to Contractor for acceptance or the date of payment therefor, whichever occurs first; provided that Owner's inspection shows that no work items required by the Contract remain incomplete or unsatisfactory. Interest shall not be paid hereunder on amounts for which interest is required to be paid in connection with the Substantial Completion estimate as hereinabove provided. Owner shall include the amount of the interest required to be paid hereunder in the final estimate.

**ARTICLE 12 – PAYMENTS TO CONTRACTOR AND COMPLETION (continued)**

- 12.8.12 After Contractor has completed all such corrections to the satisfaction of Owner, and has delivered all guarantees, bonds, certificates of payment to all laborers, Subcontractors and suppliers, certificates of inspection, marked-up record documents and other documents, all as required by the Contract Documents, and after Owner has indicated that the Work is acceptable (subject to the provisions of Section 12.13), Contractor may make application for final payment following the procedure for progress payments (the “Final Application for Payment”).
- 12.8.13 The Final Application for Payment shall be accompanied by two (2) copies of all certificates, warranties, guaranties, releases, affidavits, and other documentation required by the Contract Documents. These two (2) copies shall be submitted to Owner and shall be a condition of Final Payment by Owner.
- 12.8.14 All requirements of Sections 12.8 through 12.13 and Subsections 6.12.4 through 6.12.6 must be met prior to Owner approval of the Final Application for Payment.
- 12.8.15 Owner shall pay the amount due pursuant to any Substantial Completion or Final estimate within thirty-five (35) days after receipt of written acceptance for such estimate from Contractor and shall pay interest on the amount due pursuant to such estimate at the rate hereinabove provided from that thirty-fifth (35<sup>th</sup>) day to the date of payment.

**12.9 ACCESS FOLLOWING SUBSTANTIAL COMPLETION**

- 12.9.1 Owner and Railroad shall have the right to exclude Contractor from the site after the date of Substantial Completion, provided that, Owner and Railroad shall allow Contractor reasonable access to the Project site to complete or correct Work items identified in Subsection 12.8.3.

**12.10 FINAL INSPECTION**

- 12.10.1 Upon written notice from Contractor that the entire Work is complete, Owner’s Authorized Representative(s) will make a final inspection with Contractor and Railroad, and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective.
- 12.10.2 Contractor shall promptly take such measures as are necessary to remedy such deficiencies.
- 12.10.3 Contractor shall pay for all costs incurred by Owner (including Railroad’s charges) resulting from re-inspections.

**12.11 FINAL APPLICATION FOR PAYMENT**

- 12.11.1 After Contractor has completed all such corrections to the satisfaction of Owner, and has delivered all guarantees, bonds, certificates of payment to all laborers, subcontractors and suppliers, certificates of inspection, marked-up record documents and other documents, all as required by the Contract Documents, and after Owner has indicated that the Work is acceptable (subject to the provisions of Section 12.13), Contractor may make application for final payment following the procedure for progress payments (the “Final Application for Payment”).
- 12.11.2 The Final Application for Payment shall be accompanied by two (2) copies of all certificates, warranties, guaranties, releases, affidavits, and other documentation required by the Contract Documents. These two (2) copies shall be submitted to Owner and shall be a condition of Final Payment by Owner.
- 12.11.3 All requirements of Subsections 6.12.4 through 6.12.6 must be met prior to Owner approval and payment of the Final Application for Payment.

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**ARTICLE 12 – PAYMENTS TO CONTRACTOR AND COMPLETION (continued)****12.12 FINAL PAYMENT AND FINAL COMPLETION**

- 12.12.1 If, on the basis of Owner's and Railroad's observation of the Work during construction and final inspection, and Owner's review of the Final Application for Payment and accompanying documentation all as required by the Contract Documents, Owner is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Owner will make payment of the Final Application for Payment.
- 12.12.2 Otherwise, Owner will return the Final Application for Payment to Contractor, indicating in writing the reasons for refusing to process final payment, in which case Contractor shall make the necessary corrections and resubmit the application for final payment.
- 12.12.3 If, through no fault of Contractor, final completion of the Work is significantly delayed, Owner shall, upon receipt of Contractor's Final Application for Payment, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted.
- 12.12.4 Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

**12.13 FINAL ACCEPTANCE**

- 12.13.1 Following receipt of Contractor's release with no exceptions, and certification that laborers, subcontractors and material men have been paid, certification of payment of payroll and revenue taxes, and final payment to Contractor, Owner will issue a letter of Final Completion, releasing Contractor from further obligations under the Contract, except as provided in Section 12.14.

**12.14 CONTRACTOR'S CONTINUING OBLIGATION**

- 12.14.1 Contractor's obligation to perform and complete the Work and pay all laborers, subcontractors, and material suppliers in accordance with the Contract Documents shall be absolute.
- 12.14.2 Neither any progress or final payment by Owner, nor the issuance of a Certificate of Substantial Completion, nor any use or occupancy of the Work or any part thereof by Owner or Railroad, nor any act of acceptance by Owner nor any failure to do so, nor any correction of defective Work by Railroad or Owner will constitute an acceptance of Work not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents.

**12.15 WAIVER OF CLAIMS BY CONTRACTOR**

- 12.15.1 The making and acceptance of final payment will constitute a waiver of all claims by Contractor against Owner, and/or Railroad, other than those previously made in writing and that remain unsettled.

**12.16 NO WAIVER OF LEGAL RIGHTS**

- 12.16.1 Owner shall not be precluded or be estopped by any payment, measurement, estimate, or certificate made either before or after the completion and acceptance of the Work and payment therefore, from showing the true amount and character of the Work performed and materials furnished by Contractor, nor from showing that any payment, measurement, estimate or certificate is untrue or is incorrectly made, or that the Work or materials are defective.

**ARTICLE 12 – PAYMENTS TO CONTRACTOR AND COMPLETION (continued)**

- 12.16.2 Owner shall not be precluded or be estopped, notwithstanding any such measurement, estimate, or certificate and payment in accordance therewith, from recovering from Contractor such damages as it may sustain by reason of Contractor’s failure to comply with requirements of the Contract Documents.
- 12.16.3 Neither the acceptance by Owner, or any representative of Owner, nor any payment for or acceptance of the whole or any part of the Work, nor any extension of the Contract Time, nor any possession taken by Owner or Railroad, shall operate as a waiver of any portion of the Contract or of the power herein reserved, or of any right to damages.
- 12.16.4 A waiver by Owner of any breach of the Contract shall not be held to be a waiver of any other subsequent breach.

**13. ARTICLE 13 – SUSPENSION OF WORK – DEFAULT AND TERMINATION:**

**13.1 OWNER MAY SUSPEND WORK**

13.1.1 General (M.G.L. c. 30, sec. 39O)

13.1.1.1 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, 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.

13.1.1.2 The general contractor must submit the amount of a claim under Subsection 13.1.1.1 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 a 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.

13.1.1.3 For purposes of this Subsection 13.1.1: the term “awarding authority” shall refer to Owner; the term “general contractor” shall refer to Contractor; the term “contract” shall mean the Contract

**ARTICLE 13 – SUSPENSION OF WORK – DEFAULT AND TERMINATION (continued)**

- 13.1.2 Owner may, at any time, suspend the Work or any portion thereof by written notice to Contractor. If the Work is suspended without cause Contractor shall be allowed an increase in the Contract Amount or an extension of the Contract Time, or both, directly attributable to any suspension if Contractor makes an approved claim therefore as provided in Article 14. Any action by Owner to allow an increase in the Contract Amount or to allow an extension of the Contract Time may only be done with the prior written authorization of Owner. Owner shall not be liable to Contractor for any additions to the Contract Amount or extensions in the Contract Time that it has not approved in writing in advance.
- 13.1.3 However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that suspension is due to the fault or negligence of the Contractor, or that suspension is necessary for Contract compliance, or that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or Acts of God (which shall be deemed to include severe weather conditions precluding prosecution of the Work).
- 13.1.4 In case of suspension of Work, Contractor shall be responsible for preventing damage to or loss of any of the Work already performed and of all materials whether stored on or off the site or approved remote storage sites.

**13.2 DEFAULT OF CONTRACTOR**

- 13.2.1 Contractor shall be in default if Contractor:
- 13.2.1.1 Fails to begin the Work under the Contract within the time specified in the Contract Documents;
  - 13.2.1.2 Fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workmen or suitable materials or equipment or failure to adhere to the progress schedule established under Sections 6.5 and 6.6 as revised from time to time);
  - 13.2.1.3 Performs the Work unsuitably or neglects or refuses to remove materials or to correct defective Work;
  - 13.2.1.4 Discontinues the prosecution of the Work;
  - 13.2.1.5 Fails to resume Work which has been discontinued within a reasonable time after notice to do so;
  - 13.2.1.6 Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency except as prohibited by 11 U.S.C. 363;
  - 13.2.1.7 Allows any final judgment to stand against him unsatisfied for period of sixty (60) days;
  - 13.2.1.8 Makes an assignment for the benefit of creditor without the consent of Owner;
  - 13.2.1.9 Disregards requirements or orders of any public body having jurisdiction;
  - 13.2.1.10 Otherwise violates in any substantial way any provisions of the Contract Documents;
  - 13.2.1.11 For any cause whatsoever, fails to carry on the Work in an acceptable manner; or
  - 13.2.1.12 Fails to provide and maintain any insurance policy as set forth herein.

**ARTICLE 13 – SUSPENSION OF WORK – DEFAULT AND TERMINATION (continued)**

- 13.2.2 In the event of a Contractor default, Owner may give Notice in writing to Contractor of such default (“Notice of Default”).
- 13.2.3 If Contractor, within the time specified in the above Notice of Default, shall not proceed in accordance therewith, then Owner may, upon written notification to Contractor and Contractor’s surety of the fact of such delay, neglect or default and Contractor’s failure to comply with such notice, have full power and authority without violating the Contract, to take the prosecution of the Work out of the hands of Contractor.
- 13.2.4 Owner may terminate the services of Contractor, exclude Contractor from the site and take possession of the Work, and obtain and expend funds from the Performance Bond and the Payment Bond (as applicable) to complete the Work as required by the Contract Documents.
- 13.2.5 Owner may enter into an agreement for the completion of said Contract Work according to the terms and provisions of the Contract, or use such other methods that in the opinion of Owner are required for the completion of said Contract in an acceptable manner.
- 13.2.6 Owner may, by written notice to Contractor, transfer the completion of the Work from Contractor to another organization, or, if Contractor abandons the Work undertaken under the Contract, Owner may, at its option and without any written notice to Contractor, transfer the completion of the Work to another organization.

**13.3 RIGHTS OR REMEDIES**

- 13.3.1 Where Contractor’s services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue.
- 13.3.2 Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

**14. ARTICLE 14 – CLAIMS AND DISPUTES:****14.1 OWNER’S DECISION**

- 14.1.1 With regard to any claim or dispute raised by Contractor, Owner will make a determination of the validity and disposition of the claim or dispute and Contractor will be furnished with Owner’s decision within ninety (90) days of the receipt of the claim or dispute unless additional information is requested by Owner. Owner’s decision is final and conclusive unless Contractor appeals in accordance with Article 14.2.

**14.2 NOTICE OF APPEAL**

- 14.2.1 Within fourteen (14) days of receipt of Owner’s decision, Contractor may deliver a Notice of Appeal to Owner and request a hearing.
- 14.2.2 The Notice of Appeal shall include specific exceptions to Owner’s decision, including specific provisions of the Contract, which Contractor intends to rely upon in the appeal.
- 14.2.3 General assertions that Owner’s decision is contrary to law or to fact shall not be deemed sufficient.

**ARTICLE 14 – CLAIMS AND DISPUTES (continued)**

**14.3 OWNER’S DECISION ON APPEAL**

- 14.3.1 The decision of Owner on appeal will be rendered within ninety (90) days after the receipt of the Notice of Appeal.
- 14.3.2 The time limits given above may be extended by mutual consent.
- 14.3.3 The decision of Owner on appeal shall be final and conclusive.

**15. ARTICLE 15 – MISCELLANEOUS:**

**15.1 GOVERNING LAW**

- 15.1.1 This Contract shall be governed by the laws of the Commonwealth of Massachusetts.

**15.2 CONTRACT CLAUSES / SEVERABILITY**

- 15.2.1 If any contract clause is declared null and void, then all other clauses shall remain in force.

**16. ARTICLE 16 – STATUTORY REQUIREMENTS FOR PROJECTS UNDER M.G.L. c.30 s.39**

**16.1 WORKERS COMPENSATION INSURANCE:**

- 16.1.1 Contractor before commencing performance of the work required to be done under the Contract, shall provide for the payment of the compensation provided by Massachusetts General Laws, Chapter 152, as amended, to all persons to be employed by him in connection with the said performance and he shall continue in full force and effect throughout the period required for the completion of the improvement such insurance as may be required under said chapter. The persons for whom compensation is to be provided shall include those reserve or special police officers employed by Contractor for the purpose of directing or maintaining traffic or similar purposes within the site of the improvement and paid directly by him for such services; they shall not include, however, any regular police officer employed for said purpose.
- 16.1.2 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.
- 16.1.3 Such insurance shall not be canceled or otherwise terminated until ten days after written notice of cancellation or termination is given by the party proposing cancellation to the other party or until notice has been received that the employer has secured insurance from another insurance company or has otherwise insured the payment of compensation provided for by Massachusetts General Laws Chapter 152 as amended. Notice of cancellation sent to the party proposing cancellation by registered mail, postage prepaid, with a return receipt of the addressee requested, shall be sufficient notice. An affidavit of any officer, agent or employee of insurer or the insured, as the case may be, duly authorized for the purpose, that he has so sent such notice addressed as aforesaid, shall be prima facie evidence of the sending thereof as aforesaid. This section shall apply to the legal representatives, trustee in bankruptcy, receiver, assignee, trustee and the successor in interest of any such Contractor.
- 16.1.4 The aforesaid insurance except that required for traffic officers, shall be taken out and maintained with no compensation therefor other than that provided by the contract unit prices.

**ARTICLE 16– STATUTORY REQUIREMENTS FOR PROJECTS UNDER M.G.L. c.30 s.39 (cont.)****16.2 AWARDING AUTHORITY’S DECISIONS ON INTERPRETATION OF SPECIFICATIONS, ETC.; TIME LIMIT; NOTICE**

16.2.1 MassDOT (Owner) and MCER (Railroad) or its Engineer shall make a decision on interpretation of the specifications, approval of equipment, material or any other approval, or progress of the work, promptly and, in any event, no later than thirty days after the written submission for decision; but if such decision requires extended investigation or study, Owner and Railroad or its Engineer shall, within thirty days after the receipt of the submission, give the party making the submission written notice of the reasons why the decision cannot be made within the thirty day period and the date by which the decision will be made.

**16.3 PUBLIC CONSTRUCTION WORK BY FOREIGN CORPORATIONS – RESTRICTIONS AND REPORTS**

16.3.1 Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of his right, title, or interest therein, without written consent of Engineer. In case such consent is given, Contractor will be permitted to sublet a portion thereof, but shall perform with his own organization, work amounting to not less than 50 percent of the original total Contract price, except that any items designated in the Contract as “specialty items” may be performed by Subcontract and the cost of any such specialty items may be performed by Subcontracts may be deducted from the total cost computing the amount of work required to be performed by Contractor with his own organization. No Subcontractors, or transfer of Contract, shall in any case release Contractor of his liability under the Contract and Bonds.

16.3.2 Contractor shall notify Engineer, as soon as practicable after execution of the Contract, the name and address of each Subcontractor he intends to employ, the portion of the work which the Subcontractor is to do, and such other information Engineer may require in order to ascertain whether Subcontractor is reliable and able to perform the work. Contractor shall not withhold retainage on any subcontract

16.3.3 Chapter 30, General Laws, Section 39L requires (l) that the Commonwealth and every county, city, town, district, board, commission, shall not enter into a Contract for such work with, and shall not approve as a Subcontractor furnishing labor and materials for a part of any such work, a foreign corporation which has not filed with the Department a certificate of the State Secretary stating that such corporation has complied with Sections 3 and 5 of Chapter 181 and the date of such compliance. Chapter 181, Section 3 requires foreign corporations to appoint the Secretary of the Commonwealth as an attorney for service of process, and Section 5, Chapter 181 requires foreign corporations to file certain documents with the Secretary of State which will permit them to do business in Massachusetts.

16.3.4 Contractor shall also direct the attention of his Subcontractors and of all suppliers of material to the requirements of Subsection 5.09 regarding facilities for Engineer’s inspectors.

**17. ARTICLE 17 – CONTRACT BONDS REQUIRED****17.1 CONTRACT BONDS REQUIRED**

17.1.1 A Performance Bond in the full amount of the Contract will be required by the Owner to ensure the faithful performance of the Contract and in accordance with Subsection 7.18: Contractor’s Responsibility for the Work.

**ARTICLE 17– CONTRACTOR BONDS REQUIRED (cont.)**

- 17.1.2 A Payment Bond in the amount of the Contract price will be required to be furnished by the Contractor to the Owner as security for payment by the Contractor and Subcontractors for labor, materials, rental equipment and for such other purposes as are more specifically set forth in MGL Chapter 149, Section 29 and Chapter 30, Section 39A and all amendments thereto.
- 17.1.3 The Payment Bond referred to in Chapter 149, Section 29 and Chapter 30, Section 39A is the sole security under said sections for payment by the Contractor and Subcontractor for labor performed or furnished and materials used or employed therein; said security to remain in force until the validity of all such claims shall be established and finally determined and if determined and established as valid, all such claims shall be paid by the surety.
- 17.1.4 The Performance Bond and the Payment Bond shall be in a form satisfactory to the Owner, furnished by a surety company incorporated pursuant to Chapter 175, Section 105 of the General Laws and satisfactory to the awarding authority. The name of the agency or agent writing these bonds shall be identified with or on the bond.
- 17.1.5 All alterations, extensions of time, extra work and any other changes authorized under these specifications, or under any part of the Contract may be made by the Owner. The Contractor shall be responsible for notifying the surety or sureties regarding changes to the Contract. The Contractor shall provide evidence of revised bond.
- 17.1.6 Where the Contract utilizes additional artisans, equipment rental, materials, engineering services and specialty services to complete work assignments approved by the Railroad, the Contractor is responsible for additional bond associated with the increased value of the Contract.

**END OF SECTION**

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**FY 2025-2026 CAPITAL IMPROVEMENT PROGRAM****WARE RIVER SECONDARY  
CULVERT REPLACEMENTS AT MP 19.84 & MP 19.96  
IN GILBERTVILLE, MA****SUPPLEMENTAL CONDITIONS****1.1 INDEMNIFICATION OF CONTRACTORS:**

1.1.1 Contractor's attention is directed to the provisions of General Laws, Chapter 30, Section 39H as amended. In accordance therewith, the Commonwealth agrees to indemnify Contractor against loss by reason of the liability to pay damages to others for entry upon any land included within the boundaries of the area within which the work is to be performed as set forth in the construction Contract and the plans and specifications applying to such Contract or any approved changes thereof or for damage sustained upon any lands adjoining said land by reason of the flowage or drainage of water thereto or therefrom. In any case wherein such damages result from the failure of the Commonwealth to take an interest or easement in such adjoining area, provided that the Commonwealth acting by an authorized representative thereof has issued a notice in writing to Contractor prior to the making of an entry upon such premises directing or permitting him to proceed with his Contract and to make such entry upon the premises for the purpose of performing the work required by said Contract, or any approved alteration thereof, and provided, further, that Contractor has given notice in writing to the contracting authority within 15 days after receiving notice of any claim to come in and settle the same and upon the commencement of any action against him to come and defend said action, but in no event shall any such damage claim be compromised or adjusted without the written consent of the Commonwealth. The provisions of this section shall in no way relieve the Contractor from any liability for damage to property of others caused by his negligence or that of his employees nor shall they be construed to require the Commonwealth to indemnify Contractor against any loss resulting from such acts of negligence.

**1.2 WORKERS COMPENSATION INSURANCE:**

1.2.1 Contractor before commencing performance of the work required to be done under the Contract, shall provide for the payment of the compensation provided by Massachusetts General Laws, Chapter 152, as amended, to all persons to be employed by him in connection with the said performance and he shall continue in full force and effect throughout the period required for the completion of the improvement such insurance as may be required under said chapter. The persons for whom compensation is to be provided shall include those reserve or special police officers employed by Contractor for the purpose of directing or maintaining traffic or similar purposes within the site of the improvement and paid directly by him for such services; they shall not include, however, any regular police officer employed for said purpose.

1.2.2 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.

- 1.2.3 Such insurance shall not be canceled or otherwise terminated until ten days after written notice of cancellation or termination is given by the party proposing cancellation to the other party or until notice has been received that the employer has secured insurance from another insurance company or has otherwise insured the payment of compensation provided for by Massachusetts General Laws Chapter 152 as amended. Notice of cancellation sent to the party proposing cancellation by registered mail, postage prepaid, with a return receipt of the addressee requested, shall be sufficient notice. An affidavit of any officer, agent or employee of insurer or the insured, as the case may be, duly authorized for the purpose, that he has so sent such notice addressed as foresaid, shall be prima facie evidence of the sending thereof as aforesaid. This section shall apply to the legal representatives, trustee in bankruptcy, receiver, assignee, trustee and the successor in interest of any such Contractor.
- 1.2.4 The aforesaid insurance except that required for traffic officers, shall be taken out and maintained with no compensation therefor other than that provided by the contract unit prices.

### **1.3 AWARDING AUTHORITY'S DECISIONS ON INTERPRETATION OF SPECIFICATIONS, ETC.; TIME LIMIT; NOTICE**

- 1.3.1 MassDOT (Owner) and MCRR (Railroad) or its Engineer shall make a decision on interpretation of the specifications, approval of equipment, material or any other approval, or progress of the work, promptly and, in any event, no later than thirty days after the written submission for decision; but if such decision requires extended investigation or study, Owner and Railroad or its Engineer shall, within thirty days after the receipt of the submission, give the party making the submission written notice of the reasons why the decision cannot be made within the thirty day period and the date by which the decision will be made.

### **1.4 WAGES FOR RESERVE POLICE OFFICER**

- 1.4.1 Contractor shall provide such police officers as Engineer deems necessary for the direction and control of traffic within the site. Such officers shall wear regulation policemen's uniforms and reflectorized safety vests meeting the requirements of ANSI 107, Class 3. They may be reserve, special, or regular officers not subject to the control of Contractor.
- 1.4.2 Compensation for the services of said police officers will be paid by Contractor to their employers, subject to all rules and regulations, ordinances, or by-laws in effect in the city or town in which the work is being performed. The Department shall pay the same hourly rate as the municipality in which they are working pays its police for similar work on the municipality's projects as set by the municipality's collective bargaining agreement. The Department shall not pay any administrative charges charged by the municipality in association with the police costs. The Department will pay Contractor for all police officers approved by the Department. Within two weeks from the issuance of payment by the Department for police costs, Contractor shall submit proof that payment has been made to the police department. Failure of the Contractor to provide proof of payment within the two week period will result in following: (a) the removal of the prior payment from the subsequent estimate; and (b) all future payments will be made on a reimbursement basis, based upon the receipt of a cancelled check.

1.4.3 If any of the work required to be done by Contractor may obstruct the tracks of a Railroad or in any way endanger the operation of its trains, and the services of a flagger or flaggers or other Railroad employees are required by the Chief Engineer of Railroad company and personnel are assigned by that Chief Engineer for the protection of the property and traffic of Railroad against hazards, the cost of all such flagging services will be paid by Contractor to their employers, subject to the rules and regulations of Railroad company. The Department will only pay Contractor for the costs of flaggers in the same manner as described above for police officers. The Department shall not pay any administrative charges associated with the costs of flaggers charged by Railroad nor shall the Department pay charges for debit accounts if such accounts are required by Railroad.

## **1.5 PUBLIC CONSTRUCTION WORK BY FOREIGN CORPORATIONS – RESTRICTIONS AND REPORTS**

- 1.5.1 Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of his right, title, or interest therein, without written consent of Engineer. In case such consent is given, Contractor will be permitted to sublet a portion thereof, but shall perform with his own organization, work amounting to not less than 50 percent of the original total Contract price, except that any items designated in the Contract as “specialty items” may be performed by Subcontract and the cost of any such specialty items may be performed by Subcontracts may be deducted from the total cost computing the amount of work required to be performed by Contractor with his own organization. No Subcontractors, or transfer of Contract, shall in any case release Contractor of his liability under the Contract and Bonds.
- 1.5.2 Contractor shall notify Engineer, as soon as practicable after execution of the Contract, the name and address of each Subcontractor he intends to employ, the portion of the work which the Subcontractor is to do, and such other information Engineer may require in order to ascertain whether Subcontractor is reliable and able to perform the work. Contractor shall not withhold retainage on any subcontract
- 1.5.3 Contractor shall direct the attention of his Subcontractors to the requirements of the General Conditions of this Contract, and:
- 1.5.3.1 Chapter 30, General Laws, Section 39L requires (l) that the Commonwealth and every county, city, town, district, board, commission, shall not enter into a Contract for such work with, and shall not approve as a Subcontractor furnishing labor and materials for a part of any such work, a foreign corporation which has not filed with the Department a certificate of the State Secretary stating that such corporation has complied with Sections 3 and 5 of Chapter 181 and the date of such compliance. Chapter 181, Section 3 requires foreign corporations to appoint the Secretary of the Commonwealth as an attorney for service of process, and Section 5, Chapter 181 requires foreign corporations to file certain documents with the Secretary of State which will permit them to do business in Massachusetts.
- 1.5.4 Contractor shall also direct the attention of his Subcontractors and of all suppliers of material to the requirements of Subsection 5.09 regarding facilities for Engineer’s inspectors.

**END OF SECTION**

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