



Maura Healey, Governor
Kimberley Driscoll, Lieutenant Governor
Monica Tibbitts-Nutt, Secretary & CEO
Jonathan L. Gulliver, Highway Administrator



October 9, 2025

612982-132268

ADDENDUM NO. 1

To Prospective Bidders and Others on:

ERVING

**Federal Aid Project No. NHP(BNNHS)-0032(050)X
Bridge Replacement, E-10-011, Church Street over Keyup Brook**

THIS PROPOSAL TO BE OPENED AND READ:

TUESDAY, OCTOBER 21, 2025 at 2:00 P.M.

Transmitting revisions to the Contract Documents as follows:

QUESTIONS AND RESPONSES:

One page.

DOCUMENT 00010:

Revised page 1.

DOCUMENT 00715:

Deleted document in its entirety and inserted new document (10 pages).

DOCUMENT A00801:

Revised pages 2 and 6.

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

Very truly yours,

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

RM

cc: S. Soma, Project Manager

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ERVING
Federal Aid Project No. NHP(BNNHS)-0032(050)X
Bridge Replacement, E-10-011, Church Street over Keyup Brook
(612982-132268)

Questions and Responses

Addendum No. 1, October 9, 2025

A.J. Virgilio Construction, Inc. e-mail dated October 7, 2025

Question 1) Please confirm that RR insurance is not necessary for this project.

Response 1) Confirmed.

Question 2) Does the General/Prime Contractor have to carry Asbestos Liability insurance or can that be covered by the Subcontractor who will actually be performing that work?

Response 2) See Subsection 7.05.B of the Standard Specifications.

① Addendum No. 1, October 9, 2025

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SUPPLEMENTAL SPECIFICATIONS

SEPTEMBER 30, 2025

The 2025 *Standard Specifications for Highways and Bridges* are amended by the following modifications, additions and deletions. These Supplemental Specifications prevail over those published in the Standard Specifications.

The Specifications Committee has issued these Supplemental Specifications for inclusion into each proposal until such time as they are updated or incorporated into the next Standard Specifications.

Contractors are cautioned that these Supplemental Specifications are dated and will change as they are updated.

DIVISION I

GENERAL REQUIREMENTS AND COVENANTS

SECTION 2.00: PROPOSAL REQUIREMENTS AND CONDITIONS

Subsection 2.09: Rejection of Proposals

Replace the first bullet in the third paragraph with the following:

- award of the contract would result in the Bidder exceeding the Aggregate Bonding Capacity or the Single Bonding Capacity established by its Surety Company, or the Bidder's Proposal exceeds its Single Contract Limit, or the Bidder was not prequalified in the specified class of work on or before the time of bid opening; or

SECTION 3.00: AWARD AND EXECUTION OF THE CONTRACT

Subsection 3.02: Award of Contract

Replace the third paragraph with the following:

The successful bidder will be notified by mail or otherwise that their bid has been accepted and that they have been awarded the Contract.

SECTION 7.00: LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

Subsection 7.01: Laws to be Observed

In paragraph 701.G Buy America Provisions change Federally-aid to Federal-aid.

Subsection 7.05: Insurance Requirements

Change the title of paragraph A to Workers' Compensation Insurance

Subsection 7.22: Labor, Lodging, Board, Maximum Hours of Employment, Weekly Payment, Keeping of Payroll Records.

Replace this subsection with the following;

Subsection 7.22: Labor, Lodging, Board; Maximum Hours of Employment; Minimum Wage Rates; Payment of Wages; Keeping of Payroll Records

Addendum No. 1, October 9, 2025

Every employee in public work shall lodge, board and trade where and with whom he elects; and no person or their agents or employees under contract with the commonwealth, a county, city or town, or with a department, board, commission or officer acting therefor, for the doing of public work shall directly or indirectly require, as a condition of employment therein, that the employee shall lodge, board or trade at a particular place or with a particular person. This section shall be made a part of the contract for such employment. (M.G.L. c. 149, § 25).

Every contract, except for the purchase of material or supplies, involving the employment of laborers, workers, mechanics, foremen or inspectors, to which the commonwealth or any county or any town, subject to section thirty, is a party, shall contain a stipulation that no laborer, worker, mechanic, foreman or inspector working within the commonwealth, in the employ of the contractor, sub-contractor or other person doing or contracting to do the whole or a part of the work contemplated by the contract, shall be required or permitted to work more than eight hours in any one day or more than forty-eight hours in any one week, or more than six days in any one week, except in cases of emergency, or, in case any town subject to section thirty-one is a party to such a contract, more than eight hours in any one day, except as aforesaid; provided, that in contracts entered into by the department of highways [a predecessor agency to MassDOT] for the construction or reconstruction of highways there may be inserted in said stipulation a provision that said department, or any contractor or sub-contractor for said department, may employ laborers, workers, mechanics, foreman and inspectors for more than eight hours in any one day in such construction or reconstruction when, in the opinion of the commissioner [currently defined in M.G.L. c. 149, § 1 as the director of the Department of Labor Standards], public necessity so requires. Every such contract not containing the aforesaid stipulation shall be null and void. (M.G.L. c. 149, § 34).

Attention of Bidders is called to M.G.L. c. 149, § 26-27H (the Prevailing Wage Law), requiring that the rate per hour of the wages paid to mechanics and apprentices, teamsters, chauffeurs and laborers in the construction of public works shall not be less than the rate or rates of wages to be determined by the director of the department of labor standards, and M.G.L. c. 149, § 148 requiring the weekly or bi-weekly payment of employees.

The Contractor shall furnish certified copies of any or all payrolls for the Contract, showing the name, address, and occupational classification of each employee on said works, and the hours worked by, and the wages paid to each such employee. Such payroll shall also include the rates paid for rented trucks or rental equipment of any kind used on the work. This requirement shall also apply to the work of any Subcontractor, having a Subcontract for any of the work performed on the project. Such records shall be kept in such manner as the Director of Labor Standards shall prescribe, and shall be open to inspection by the Engineer or any authorized representative of the Department of Labor Standards at any reasonable time and as often as may be necessary.

SECTION 8.00: PROSECUTION AND PROGRESS

Subsection 8.01: Subletting or Assignment of Contract

In the first bullet of the third paragraph replace the title of Subsection 7.22 Labor, Lodging, Board; Maximum Hours of Employment; Minimum Wage Rates; Payment of Wages; Keeping of Payroll Records

SECTION 9.00: MEASUREMENT AND PAYMENT

Subsection 9.03: Payment for Extra Work

Replace 903.B, first paragraph, numbers (2) and (3) with the following.

- (2) Plus 13 percent of direct labor, for the estimated costs of Federal Insurance Contribution Act (FICA) including Medicare; Federal Unemployment Tax Act (FUTA); State Unemployment Tax Act (SUTA), which includes Unemployment Insurance, the Workforce Training Fund Program,-Employer Medical Assistance Contribution, and COVID-19 Recovery Assessment; Earned Sick Time (EST) Law (940 CMR 33.00); and Paid Family and Medical Leave (PFML) Act (458 CMR 2.00); or, as an alternative to the above 13 percent, the Contractor may elect to use actual rates for FICA, FUTA, SUTA, EST and PFML provided the actual rates are supported with verifiable documentation and shall be subject to review by MassDOT Audit Operations.
- (3) Plus the estimated cost of Workers' Compensation and Liability Insurance, Health, Welfare and Pension benefits, and such additional fringe benefits which the Contractor is required to pay as a result of Union Labor Agreements and/or is required by authorized governmental agencies;

In 903.B, second paragraph, number (3), replace the word "Workmen's" with "Workers".

DIVISION II

CONSTRUCTION DETAILS

SECTION 300: WATER SYSTEMS

SUBSECTION 301: WATER SYSTEMS

Subsection 301.60G: Laying Pipe

Revise the third paragraph to read as follows:

Pipe sections shall be laid with the bell on the upgrade end. Before laying the pipe, the outside of the spigot and the inside of the bell shall be wire brushed and wiped clean and dry.

Subsection 301.80: Method of Measurement

Delete the words cast iron in the first paragraph.

Replace the second paragraph with the following:

Fittings, consisting of bends, tees, caps, wyes, sleeves, reducers, increasers, blow-off fittings and other special fittings, apply only when new materials are necessary and which are not specifically provided for under other items in the Proposal. Fittings other than new will not be paid separately but only under the applicable pipe items. When new fittings are measured separately for payment, the length of pipe occupied by the fittings will not be measured for payment.

SECTION 700: INCIDENTAL WORK

SUBSECTION 715: RURAL MAIL BOXES REMOVED AND RESET

Subsection 715: Rural Mail Boxes Removed and Reset

Change the words mail box and mail boxes to the word mailbox or mailboxes where encountered in the title, and all subsections.

SECTION 800: TRAFFIC CONTROL DEVICES

SUBSECTION 850: TRAFFIC CONTROLS FOR CONSTRUCTION AND MAINTENANCE OPERATIONS

Subsection 850.29: Temporary Barrier and Temporary Barrier Removed and Reset

Delete this subsection.

Subsection 850.49: Temporary Barrier

Delete this subsection.

Subsection 850.69: Temporary Barrier and Temporary Barrier Removed and Reset

Delete this subsection.

Subsection 850.80: Method of Measurement

Delete the fifth paragraph from the end of this subsection.

Subsection 850.81: Basis of Payment

Delete the sixth and seventh paragraphs from the end of this subsection.

SUBSECTION 853: TEMPORARY BARRIERSubsection 853.: Temporary Barrier*Add this new subsection:***DESCRIPTION****853.20: General**

Work under this Subsection consists of furnishing, placing, adjusting, resetting, maintaining, and removing temporary barrier.

MATERIALS**853.40: General**

Materials shall meet the requirements specified in the following Subsections of Division III, Materials:

Material	Section
Precast, Prestressed, and Prefabricated Concrete Products	M4.09.0
Temporary Barrier	M10.16.0
Limited Deflection Temporary Barrier	M10.16.1
Delineators for Temporary Barrier	M10.16.2

The Contractor shall supply a temporary barrier system that meets or exceeds the Test Level (TL) designated in the description of the bid item.

If the Contractor uses a proprietary temporary barrier system, it shall be listed on the QTCE.

Temporary barrier segments that appear to be damaged or in otherwise unsuitable condition may be rejected or ordered to be replaced by the Engineer at no additional cost.

853.41: Deflection

The deflection of a temporary barrier system is defined as the measured deflection, permanent and/or dynamic, during MASH Test Designation 2-11 (for TL-2) or Test Designation 3-11 (for TL-3).

The Contractor shall supply a temporary barrier system that is equal to or less than the maximum allowable deflection (permanent and/or dynamic) for each run of temporary barrier, as shown in the Plans or stated in the Special Provisions. If no distinction between permanent and temporary deflection is shown in the plans or Special Provisions, then dynamic deflection shall govern.

853.42: Precast Concrete Barriers

Precast Concrete Barriers used as temporary barriers shall be fabricated in accordance with M4.09.0: Precast, Prestressed, and Prefabricated Concrete Products. The Contractor shall submit a Certificate of Compliance (CoC) attesting to meeting this requirement.

853.43: Delineation

Delineators installed at 20-ft intervals throughout the entire barrier run shall be included. The delineators shall conform to M10.16.2: Delineators for Temporary Barrier. Delineators that may act as a washer on a bolted connection shall not be used unless specifically allowed by the barrier manufacturer. Delineators that are damaged, are no longer reflective, or go missing while temporary barrier is deployed shall be replaced in kind by the Contractor.

Delineators may be top or side-mounted to the barrier and oriented in a manner to maximize reflectivity to approaching traffic.

Temporary barrier placed on the right side of the travel way, or top-mounted and separating two or more lanes traveling in the same direction, shall use white delineators. Temporary barrier placed on the left side of the travel way shall use amber or yellow delineators; if separating two-way traffic and top-mounted, the delineator shall be double-sided.

853.44: Anchored Barrier

Temporary barrier systems that include an anchor system in order to meet performance requirements of the contract and/or meet MASH testing requirements may be accepted for use at the discretion of the Department.

Barrier that utilizes an anchor system shall use the same pattern, placement, and material of anchors that was used in MASH crash testing.

853.45: Shop Drawings

Within 30 days of the Notice to Proceed, the Contractor shall provide Shop Drawings showing the proposed temporary barrier system and confirming that it conforms to 853.40: General and will meet the allowable deflection requirements as described in 853.41: Deflection.

If anchors are proposed, the means, methods, pattern, placement, and materials for anchoring and subsequent pavement and/or deck repairs following removal of the temporary barrier system shall be included in the Shop Drawing submittal. If the use of an anchor system is rejected by the Department, the Contractor shall select an unanchored system that meets or exceeds the contract specified performance requirements, at no additional cost.

Shop Drawings for proprietary barrier systems shall include manufacturer's instructions for installation.

CONSTRUCTION METHODS**853.60: General**

A Traffic Management Plan approved by the Department is required prior to the installation of the temporary barrier system.

The Contractor shall install temporary barrier systems in accordance with the Plans.

Barrier ends shall not be exposed to approaching traffic during installation. Crashworthy shielding or attenuation shall be provided at all times.

Proprietary temporary barrier systems shall be installed per the manufacturer's instructions.

The Contractor shall not place any breaks in the temporary barrier system that will result in sections that are shorter than the tested minimum length-of-need (LON) under MASH Test 2-11 (for TL-2) or 3-11 (for TL-3). Exceptions shall be allowed for gate systems or changeable length segments placed over expansion joints, if those barrier segment types have been determined to be crashworthy per MASH.

Temporary barrier shall not be placed on unpaved surfaces, unless otherwise shown in the Plans.

The Contractor shall not store materials, vehicles, or other equipment within the measured dynamic deflection envelope, as defined in 853.41: Deflection.

853.61: Temporary Barrier Removed and Reset

Temporary Barrier Removed and Reset consists of relocating a string of temporary barrier from one alignment to another to support the sequence and phasing of construction, as shown in the Plans.

Temporary Barrier Removed and Reset does not include moving all or a portion of the temporary barrier system to gain access to a work area, for the convenience of the Contractor, or to realign units that have moved due to construction activities or a traffic incident.

853.62: Quality Control Inspection

After temporary barrier installation is completed, the Contractor shall perform a Quality Control (QC) Inspection in the presence of the Engineer. QC Inspection activities shall include, but are not limited to the following reviews:

- Installation location per the approved Plans.
- Alignment and connection mechanism between adjacent barrier segments.
- Alignment and connection mechanism between barrier segment and attenuator, if present.
- Anchor system installation, if present.

For proprietary barrier systems, the QC Inspection shall also include any manufacturer-specific inspection details or criteria found in the installation instructions.

Work behind the barrier shall not commence until the QC Inspection has been accepted by the Engineer.

COMPENSATION**853.80: Method of Measurement**

Temporary Barrier will be measured by the foot installed, in place.

Temporary Barrier Removed and Reset will be measured by the foot removed and reset.

853.81: Basis of Payment

Temporary Barrier will be paid for at the contract unit price per foot which shall provide full compensation for fabrication, storage, transport, furnishment, installation, delineation, alignment, maintenance, repair, and final removal of the temporary barrier.

Temporary Barrier Removed and Reset will be paid for at the contract unit price per foot which shall provide full compensation for removing, relocating, transporting, and installing new anchorage (if used). If more than one accepted temporary barrier system is approved for use in a single contract, the unit cost for Temporary Barrier Removed and Reset shall not differ among systems.

All costs associated with fabrication, installation, and maintenance of temporary barrier delineators shall be considered incidental to the cost of the item.

All costs associated with Shop Drawings and COCs shall be considered incidental to the item.

All costs associated with patching or repairing the road surface or bridge deck due to the installation and removal of temporary barrier and/or anchors for a temporary barrier system shall be considered incidental to the cost of the item.

853.82: Payment Items

Item number	Description	Unit
853.2	Temporary Barrier (TL-2)	Foot
853.21	Temporary Barrier Removed and Reset	Foot
853.23	Temporary Barrier (TL-3)	Foot
853.33	Temporary Barrier – Limited Deflection (TL-3)	Foot

SECTION 900: STRUCTURES

SUBSECTION 902: ULTRA HIGH PERFORMANCE CONCRETE

Subsection 902.32: Mockup

In Table 902.32-1 change the Link Slab width to 2 ft – 0 in. and change the Joint Header width to 0 ft – 6 in. .

Subsection 902.32: - 902.38

Renumber section 902.32 Surface Preparation to 902.33 Surface Preparation and renumber section 902.33 through 902.38 to 902.34 through 902.39.

DIVISION III

MATERIALS SPECIFICATIONS

SECTION M2: AGGREGATES AND RELATED MATERIALS

Subsection M2.01.0 Crushed Stone

Replace the fourth paragraph and the associated asterisk notes with the following;

The crushed stone shall have a maximum 45% wear as determined by the Los Angeles Abrasion Test (AASHTO T 96)

SECTION M5: PIPE, CULVERT SECTIONS AND CONDUIT

Subsection M5.01.0 Joint Materials for Pipe

Replace this subsection with the following;

- Jute or oakum furnished for use in pipe joints shall be of an accepted grade approved for common usage.
- Mortar shall conform to the requirements of M4.04.0: Cementitious Grout, Mortar and Concrete Products
- Standard couplers as approved by the manufacturer shall be used to join corrugated metal pipe
- Rubber ring or plastic gaskets for concrete pipe joints, or manholes section joints shall be of tough, flexible, chemical-resistant material, and of such size and shape as to ensure satisfactory pipe joints when incorporated in the work and shall conform to AWWA C153.
- Rubber gasket joints for ductile iron pipe shall be Styrene-Butadiene Rubber (SBR), Ethylene Propylene Diene Monomer (EPDM) or Nitrile and conform to AWWA C111

Subsection M5.05.03.B Gate Valves

Replace this subsection with the following;

Gate valves shall conform to the requirements of AWWA Standard C500 and/or to the type used by the municipality as specified in the Special Provisions.

SECTION M7: PAINTS, PROTECTIVE COATINGS AND PAVEMENT MARKINGS

Subsection M7.01.04 Fast Drying White and Yellow Waterborne Traffic Paint

Replace the subsection with the following;

Approved waterborne traffic paint shall be tested in accordance with AASHTO M 348 and be listed on the QCML. The dry paint film shall be under the Toxicity Characteristic Leaching Procedure (TCLP) limits for all contaminants listed in 40 CFR 261.24. The markings shall be installed using reflective glass beads meeting the requirements of M7.01.07. For waterborne yellow paint use Organic Yellow No. 65 or No. 75 pigment.

SECTION M9: MISCELLANEOUS MATERIALS

Subsection M9.12.0 Reflectors for Barriers

Delete this subsection.

SECTION M10: TRAFFIC CONTROL DEVICES

Subsection M10.16.0: Temporary Barrier

Subsection M10.16.1: Limited Deflection Temporary Barrier

Subsection M10.16.2: Delineators for Temporary Barrier

Add these new subsections.

① Addendum No. 1, October 9, 2025

① **SUBSECTION 7.05 INSURANCE REQUIREMENTS**
B. Public Liability Insurance

The insurance requirements set forth in this subsection are in addition to the requirements of the Standard Specifications and supersede all other requirements.

7.05.B: Public Liability Insurance 1. and
7.05.B: Public Liability Insurance 2.

The Massachusetts Department of Transportation and applicable railroads shall be named as additional insureds.

7.05.B: Public Liability Insurance 4.

Asbestos Liability Insurance shall be obtained for this project. The Contractor and the Massachusetts Department of Transportation shall be named as additional insureds.

The Town of Erving, MA. shall be named as an additional insured on all policies.

CONTRACTOR QUESTIONS AND ADDENDUM ACKNOWLEDGEMENTS

Prospective bidders are required to submit all questions to the Construction Contracts Engineer by 3:00 P.M. on the Tuesday of the previous week before the scheduled bid opening date. Any questions received after this time will not be considered for review by the Department.

Contractors should email questions and addendum acknowledgements to the following email address massdotSpecifications@dot.state.ma.us The MassDOT proposal number and municipality is to be placed in the subject line.

SOIL STOCKPILING DIRECTIVE P-22-001

Any stockpiling of soil must be performed in compliance with Policy Directive P-22-001, Off-Site Stockpiling of Soil from MassDOT Construction Projects. This directive limits the allowable locations for off-site stockpiling of soil generated during MassDOT projects and includes various requirements that must be satisfied by the contractor prior to off-site stockpiling. The Contractor is responsible for identifying a suitable stockpile location.

CONTAMINATED SOIL

Soil to be removed from the project area shall not be assumed to be uncontaminated and must be evaluated prior to off-site management for potential contamination with hazardous materials. No soil may be disposed of off-site without proper assessment by the contractor and approval from the Resident Engineer (RE), District Environmental Engineer (DEE), or the project designee.

① Addendum No. 1, October 9, 2025

SUBSECTION 8.03 PROSECUTION OF WORK

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

Contractual Milestones

This Contract contains the following Contractual Milestones that are to be included in the Contractor's Baseline Contract Progress Schedule submission. The Contractor shall identify the completion of the work pertaining to each Contractual Milestone through the inclusion of a Finish Milestone in the accepted baseline Contract Progress Schedule.

- **MS#01 – Contractor Field Completion:** The Contractor shall achieve Contractor Field Completion within 759 calendar days from Notice to Proceed.

Contractor Field Completion shall be defined as the date that completion of all physical Contract Work has been performed, including the completion of the punch-list work and the Contractor has fully de-mobilized from the field operations.

- **MS#02 –Substantial Completion:** The Contractor shall achieve Substantial Completion within 729 calendar days from Notice to Proceed.

Substantial Completion shall be described as the date that a walkthrough of the entire Contract Work has been performed by the Resident Engineer, and the Work required by the Contract, including paperwork, has been completed, except for work having a Contract price of less than one percent of the adjusted Contract price, including overruns, under runs and all Contract amendments. All Material submittals must have been received by the District Materials Lab.

- **MS#03 – Full Beneficial Use:** The Contractor shall achieve Full Beneficial Use within 682 calendar days from Notice to Proceed.

Full Beneficial Use shall be described as the date that the majority of the Contract Work has been completed and the asset(s) has been opened for full multi-modal transportation use, except for limited Contract work items that do not materially impair or hinder the intended public use of the transportation facility. All anticipated lane takings have been completed, except for minor, short term work items.

① **2026 FIFA WORLD CUP – BOSTON, MASSACHUSETTS**

The 2026 FIFA World Cup will be held at Gillette Stadium in Foxborough, related events, and significant tourist events such as Sail Boston and the 250th Anniversary of the United States will be held throughout the region. Matches and Fan Fest and other possible 250th Celebration activities are scheduled through June, July and August 2026. The District will be imposing work and/or traffic restrictions as necessary to minimize impacts during these periods when, as determined by MassDOT, the Contractor's operations could impact vehicular traffic, particularly on interstate highways and major arterials throughout the region and local roads near event sites. No additional compensation will be allowed for work restrictions except as determined under Subsection 8.10. nor will the Contractor have any claim for related costs, direct or indirect. The Contract time determinations have accounted for potential work restriction during this period and Contractor's should plan accordingly. Any necessary or emergency work required during this time will require District approval.