Town of Nantucket ▪ Procurement Office
37 Washington St. ▪ Nantucket, MA 02554 ▪ 508-228-7200

TOWN OF NANTUCKET

INVITATION FOR BIDS
NEWTOWN ROAD IMPROVEMENTS
IFB No. **2026-DPW-1013**

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The Town of Nantucket, through its Town Administration, invites qualified bidders to submit bids for Newtown Road Improvements. The work under this contract will consist of full depth reclamation and resurfacing of Newtown Road, the construction of a new HMA shared-use path with granite curbing, ADA-compliant pedestrian curb ramps, the installation of speed tables, and minor drainage modification.

I. GENERAL INFORMATION AND BID SUBMISSION REQUIREMENTS.

1) Bids and specifications can be obtained from and will be accepted at the Town of Nantucket's e-Procurement Portal, https://procurement.opengov.com/portal/nantucket, until **Friday, November 20, 2026, at 2:00 PM,** and publicly opened forthwith for this Invitation for Bids which is made in accordance with M.G.L. Chapter 30§39M. **Bidders should be aware that the Town of Nantucket is no longer accepting bids by mail. All responses must be electronically submitted via the Town's e-procurement Portal.**

Interested Bidders must register on the Town's e-Procurement Portal and click "Follow" on the bid postings page in order to ensure receipt of any changes or addenda to the IFB.

2) Award date. Award will be made within thirty (30) days after bid opening unless otherwise stated in the specifications or the time for award is extended by mutual consent of all parties. All bids submitted shall be valid for a minimum period of sixty (60) calendar days following the date established for acceptance.

3) If any changes are made to this IFB, an addendum will be issued. Addenda will be emailed to all bidders on record as having requested the IFB. Each responder shall acknowledge receipt of any and all addendum issues by submitting acknowledgment forms provided with any Addenda. **Failure to do so may cause rejection of the submittal as being unresponsive**.

4) **Questions concerning this IFB** must be submitted via the Questions & Answer feature of the Town's e-Procurement Portal **before Thursday, November 5, 2026 at 2:00PM**. Written responses will be posted on the Town website in the form of Addenda if necessary and emailed to all bidders on record as having requested the IFB. Failure to do so may be cause to reject the submittal as being unresponsive.

5) A non-mandatory pre-bid meeting is scheduled for October 28, 2026 **at 12:00 pm at the intersection of Newtown Road and Fairgrounds Road**, to provide an overview of the project and address questions regarding the contract documents and bidding procedures.

6) Bids may be modified, corrected or withdrawn prior to the time and date set for the bid opening.

7) After the bid opening, a bidder may not change any provision of the bid in a manner prejudicial to the interests of the Town of Nantucket or fair competition. Minor informalities will be waived or the bidder will be allowed to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the mistake will be corrected to reflect the intended bid, and the bidder will be notified in writing; the bidder may not withdraw the bid. A bidder may withdraw a bid if a mistake is clearly evident on the face of the bid, but the intended correct bid is not similarly evident.

8) The Town of Nantucket reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in its best interest.

9) The Town of Nantucket will not be responsible for any expenses incurred in preparing and submitting bids. All bids shall become the property of the Town of Nantucket.

10) Responders must be willing to enter into the Town of Nantucket's standard form of contract that will include the scope of services description of this IFB.

11) The bid, and any subsequent contract for the services, is hereby issued in accordance with applicable Massachusetts General Laws. The selected bidder shall be expected to comply with all applicable state and federal laws in performance of service.

12) Bidders **must submit a bid deposit of five percent (5%) of the amount of the base bid**. Bid deposit may be in the form of a certified check; a bank, treasurers or cashier's check; or a bid bond from a surety company.

13) The successful bidder must provide a one hundred percent (100%) payment bond and a one hundred percent (100%) performance bond from a surety company licensed in Massachusetts payable to the Town of Nantucket within ten (10) days of the notification of the contract award.

14) Prior to work proceeding, a written Notice to Proceed must be obtained from the Department of Public Works office, signed by the DPW Director or his/her designee. This Notice to Proceed will include: Type of project, name of street, length, width, approximate tonnage, start date, finish date. A copy of the Notice to Proceed is attached in Exhibit G.

15) Bids received prior to the date of opening will be securely kept, unopened.
16) Purchases by the Town of Nantucket are exempt from federal, state and municipal sales and/or excise taxes.

17) The Tax Compliance Certification and the Certificate of Non-Collusion must be included with the bid response. The bid must be signed by the authorized individual(s).

18) The Town of Nantucket is an Affirmative Action/Equal Opportunity Employer. The Town encourages bids from qualified MBE/DBE/WBE firms.

PREVAILING WAGE & OSHA

19) Pursuant to Massachusetts General Laws, chapter 149, sections 26 and 27, the Division of Occupational Safety (formerly the Department of Labor and Industries) has determined the Prevailing Wage Rates for this work. The enclosed rates apply only to this work. The Prevailing Wage shall become part of the contract signed between the successful bidder and the awarding authority or the contract is invalid. Prevailing Wages must be paid to all persons employed on the public works project, regardless of whether they are employed by the successful bidder or a subcontractor. The wage rates issued for each project shall be paid for the entire project. Payroll records must be kept by the successful bidder for all persons employed on the project. A separate Statement of Compliance must be submitted to the Division of Occupational Safety by every employer, including all prime contractors and subcontractors, when its portion of the work is completed. The enclosed form entitled "Weekly Payroll Records Report and Statement of Compliance" clearly details these requirements. A certified payroll must be submitted to the Board of Selectmen office for each week work is performed for the Town under this contract.

Contractor must comply with: Chapter 306 of the Acts of 2004 § 1.
(1) that they are able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work;
(2) who shall certify that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and
(3) that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.
(b) Any employee found on a worksite subject to this section without documentation of successful completion of a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration shall be subject to immediate removal. **SECTION 5** This act shall take effect on July 1, 2006.

II. BID SUBMISSION REQUIREMENTS.

1. The bid must be signed by the authorized individual(s).

2. The signed Tax Compliance Certification must be included with the bid response.

3. The signed Certificate of Non-Collusion must be submitted with the bid response.

4. **Bidders must submit a bid deposit of five percent (5%) of the amount of the base bid**. Bid deposit may be in the form of a certified check; a bank, treasurers or cashier's check; or a bid bond from a surety company.

5. Signature page from the Town's contract, signed by an authorized individual as a good faith statement that the contractor is willing to enter into the Town's standard contract form. The selected vendor is required to complete the Town of Nantucket Contract Agreement prior to any services rendered.

6. Current Certificate(s) of Insurance.

7. Reference list.

8. Current copies of OSHA 10 training cards for all individuals who will be working on this project.

9. The signed Certificate of Corporate Authority or LLC Certificate of Authority (if applicable).

10. Acknowledgement of all addenda issued.

III. CONTRACT GENERAL CONDITIONS

(A) SCOPE OF WORK

The work under this contract will consist of full depth reclamation and resurfacing of Newtown Road, the construction of a new HMA shared-use path with granite curbing, ADA-compliant pedestrian curb ramps, the installation of speed tables, and minor drainage modification.

The Contractor is responsible for taking accurate measurements of actual field conditions prior to ordering proposed materials or beginning construction. Prior to construction, the Contractor shall notify the Director or his/her designee of quantities that differ from the Director or his/her designee's Estimate by more than 15%.

Work done under this contract shall be in conformance with;

- the 2026 MassDOT Standard Specifications for Highways and Bridges, including MassDOT supplements or revisions.
- the 2026 MassDOT Construction Standard Details, 2023 of the Manual on Uniform Traffic Control Devices (MUTCD), including the Massachusetts Amendments latest edition,
- the MassDOT Traffic Management Plans and Detail Drawings, the latest edition of American Standard of Nursery Stock, the Massachusetts Architectural Access Board Rules and Regulations (521 CMR), and the latest Public Rights-of-Way Access Guidelines (PROWAG) requirements.
- the maps, the special provisions and the technical specifications.

The General Conditions, Supplementary Conditions, Special Provisions and Technical Specifications shall take precedence over the General Requirements of Division I of the MassDOT Standard Specifications.

1. Description of Services

1.1 It shall be the Contractor's responsibility to maintain safe conditions for pedestrians, bicyclists, and

Contractor's personnel, as well as vehicular traffic at all times. This responsibility shall be the Contractor's, regardless of his compliance with these Special Provisions concerning Prosecution of the Work, Maintenance of Traffic, Construction Detouring and Phasing.

1.2 The work on this project could be performed on heavily traveled roadways and in the vicinity of pedestrians. Vehicular and pedestrian travel on the public ways shall be maintained during construction, and access to abutting land shall be provided at all times.

1.3 The Contractor shall furnish, install, maintain, and move all warning devices, barricades, signs, slow-moving vehicle emblems, bridging materials, special apparel, and other safety measures and controls deemed necessary by the Director or his/her designee for the protection of motorists, pedestrians, bicyclists, and his own personnel. Appropriate MUTCD requirements shall apply.

1.4 All automotive equipment, not protected by traffic control devices; that is working on a public way under this project, shall have 1 (one) amber flashing warning light mounted on the cab roof or on the highest practical point of the machinery visible to both oncoming and overtaking vehicles, at least 32 candela and 50-60 flashes per minute. This light shall be in operation while the equipment is working or traveling in the work area at a speed of less than 40 km/h, and a slow-moving vehicle emblem shall also be displayed.

1.5 Construction equipment shall not be parked within any traveled way unless said equipment is adequately lighted and protected by safety devices and vehicular traffic is appropriately detoured. Appropriate MUTCD requirements shall apply.

1.6 The Contractor shall be responsible for the maintenance of flow in all gutters, water pipes, drains and other pipes in or affected by the work. There shall be no diversion, flooding, or other flow that will cause hindrance to this or other work, or cause nuisance or hazard of any kind. The Contractor shall maintain the drainage system in the project areas to provide continual drainage of the travel ways and construction area.

1.7 The Contractor is responsible to provide hay bales and silt fence for erosion control, around existing basins to remain, throughout the construction process. Silt Screen shall be installed under the existing catch basin grates to prevent the inflow of silt and construction debris into the leaching basins. The cost of this work shall be deemed incidental to the work.

1.8 The Contractor shall be required, without additional compensation, to provide safe and convenient access to all abutters during the prosecution of the work. Necessary access for fire apparatus and other emergency vehicles shall be maintained at all times.

1.9 Sweeping and cleaning of surfaces beyond the limits of the project to clean up material caused by spillage or vehicular tracking during the various phases of the work shall be considered as incidental to the work being performed under the Contract and there will be no additional compensation.

1.10 The Contractor is responsible for securing a Street Blocking permit from the Town. The Police Department shall determine if a police detail is required and how many officers shall be required for a particular detail.

1.11 All travel lanes shall be open between the hours of 3 P.M. to 7 A.M. Extensions of work beyond 3 P.M. must be approved by the Director or his/her designee.

1.12 Due to hazardous conditions encountered by working in public streets, all contractor personnel are

required to wear reflectorized safety vests while working in or near the roadway. The Contractor shall furnish such vests and shall maintain a sufficient supply of such vests at the work site for the Contractor's personnel and any other personnel assigned to or visiting the work site. It is a condition of this Contract, and shall be made a condition of any and each subcontract entered in pursuant to this contract, that the Contractor and any Subcontractor shall not require any laborer or mechanic employed in the performance of this Contract to work in surroundings or under working conditions which are unsanitary, hazardous or under the Construction Safety and Health Standards (Title 29, Code of Federal Regulations, Part 1926 - Published in the Federal Register on June 24, 1974) promulgated by the United States Secretary of Labor, in accordance with Section 107 of the Contract Hours and Safety Standards Act, as amended (83 Stat. 96).

1.13 At the end of each working day where trenches in areas of public travel are covered with steel plates, each edge of such plates shall be beveled with asphalt with a slope of 24 inches horizontal to 1 inch vertical. Any temporary patching materials, and their maintenance and removal, will be considered incidental to the item involved with no separate payment.

1.14 All costs associated with this public safety and convenience section are incidental to the work in this contract and no additional compensation will be made.

2. Cooperation of the Contractor

2.1 Agents of various public service agencies, municipal departments, and utilities may be entering the work site to remove existing facilities, to construct or place new facilities or to make alterations to existing facilities. The Contractor shall perform the work in cooperation with the various agencies in a manner which causes the least interference with the operations of the aforementioned agencies and shall have no claim for delay which may be due to, or result from, said work of these agents.

2.2 The Contractor's attention is directed to the fact that the work could include residential and commercial sections of the Town and access to all residences and businesses must be maintained at all times. The Contractor shall provide a safe and ready means of ingress and egress to all public and private buildings, professional offices and any other business or residence in the project area, both day and night, for the duration of the project.

3.3 Labor Harmony: By executing a contract, the Contractor certifies that the contractor is able to furnish labor that can work in harmony with all other elements or labor employed or to be employed in the work.

3. Work Schedule

3.1 The contractor must schedule upcoming work with the Director or his/her designee at least a week in advance of the proposed start date. Based on the forecast for a day scheduled for work, Director or his/her designee may cancel or postpone work until a later date and the contractor will not be entitled to added compensation due to the reschedule.

3.2 Unless otherwise approved by the Town, work on this project is to be restricted to a normal 8- hour day, 5-day week and as noted above not including Saturdays, Sundays or Holidays with the prime contractor and all subcontractors working on the same shifts. In general, the Contractor’s construction phasing shall be such as to minimize construction impact to traffic flow and abutters of the project. Work on this project will not start before 7:00 A.M. unless otherwise approved by the Town.

4. Communications

The Contractor shall provide continuous radio or wireless voice communications between the asphalt plant and the project to assure immediate response due to breakdowns, emergencies such as accidents, and to assure the best quality results possible. Communication shall be provided by the Contractor at no additional compensation.

5. Traffic Control (Supplemented in Section III, (N) §§1-5)

5.1 Before starting any work under this Contract, the Contractor shall prepare, and submit to the Director or his/her designee for approval, a traffic management plan that indicates the temporary barricades, signs, drums and other traffic control devices to be employed during the period of the work to maintain traffic and pedestrian safety.

5.2 Particular care should be taken to establish and maintain methods and procedures which will not create unnecessary or unusual hazards to public safety.

5.3 Traffic control devices required only during working hour operations shall be removed at the end of each working day. Therefore, these devices protecting this work zone shall be inspected at the end of each work day to assure safety to vehicular and pedestrian traffic during the overnight hours. The devices shall be appropriately spaced and located and the flashing lights in proper working order.

5.4 Signs having messages that are irrelevant to normal traffic conditions shall be removed or properly covered at the end of each work period. Signs shall be kept clean at all times and legends shall be distinctive and unmarred.

5.5 The nature of the specified work will disrupt traffic flow. It is the responsibility of the Contractor to therefore provide signs and traffic control devices as required by the Director or his/her designee and Traffic Police Details as required by the Police Department to maintain traffic flow through the work area. The costs of Police Details will not be reimbursed to the contractor. The contractor must account for and include the costs of Police Details when providing the unit item prices in the bids.

5.6 Every attempt shall be made by the Contractor to keep at least one lane of 2-way traffic open for vehicular traffic. In cases where this is not possible, the Contractor must obtain a Street Closing Permit at least 2 business days in advance of such closure and provide a detour plan showing the proposed detour routes and the signs designating such detour routes. No detours will be allowed until the Street Closing Permit and detour routes are approved by the Director or his/her designee.

6. Protection of Underground Facilities

6.1 The Contractor shall make his own investigation and take care during construction to assure that no damage to existing structures, drainage lines, sewer and water laterals, and other utilities will occur as a result of his operations.

6.2 The Contractor shall notify Mass. DIG SAFE and procure a DIG SAFE number of each location prior to disturbing ground in any way. DIG SAFE Call Center: Telephone 1-888-344-7233.

6.3 Any costs incurred by damage to the underground due to negligence and poor construction methods utilities shall be paid by the contractor at his/her own expense.

6.4 The contractor will not hold the Town responsible for damage to underground utilities due to markings made in the wrong place by DIG SAFE or any utility company.

7. Protection of Utilities and Properties

7.1 The Contractor, in constructing or installing facilities alongside or near sanitary sewers, storm drains, water or gas pipes, electric or telephone conduits, poles, sidewalks, walls, vaults, or other structures shall, at his expense, sustain them securely in place, cooperating with the officers and agents of the various utility companies and municipal departments which control them, so that the services of these structures shall be maintained.

7.2 The Contractor shall also be responsible for the repair or replacement, at his own expense, of any damage to such structure caused by his acts or neglect, and shall leave them in the same condition as they existed prior to commencement of the work. In case of damage to utilities, the Contractor shall promptly notify the utility owner and shall, if requested by the Director or his/her designee, furnish labor and equipment to work temporarily under the owner's direction in providing access to the utility. Pipes or other structures damaged by the operation of the Contractor may be repaired by the Town or by the utility owner which suffers the loss. The cost of such repairs shall be borne by the Contractor, without additional compensation.

7.3 If, as the work progresses, it is found that any of the utility structures are so placed as to render it impracticable, in the judgment of the Director or his/her designee, to do the work called for under this Contract, the Contractor shall protect and maintain the services in such utilities and structures and the Director or his/her designee will, as soon thereafter as reasonable, cause the position of the utilities to be changed or take such other actions deemed suitable and proper.

7.4 If live service connections are to be interrupted by excavations of any kind, the Contractor shall not break the service until new services are provided. Abandoned services shall be plugged off or otherwise made secure.

7.5 Full compensation for furnishing all labor, materials, tools, equipment and incidentals for doing all the work involved in protecting or repairing property as specified in this section, shall be considered incidental to the work and no additional compensation will be afforded the Contractor.

7.6 WORK IN THE IMMEDIATE VICINITY OF CERTAIN UNDERGROUND STRUCTURES AND UTILITY POLES:

(a) For overhead connections, the Nantucket Electric Company (NECO) will make the connection from the top of the riser on the utility pole to the power source. The Contractor shall supply all labor, materials and equipment to install the service connection, complete in place and in accordance with the Nantucket Electric Company procedures, from the controller to and including the riser with enough wire coiled above the rise to permit the Nantucket Electric Company to make the final connection.

(b) No work is to be performed in the immediate vicinity of the Nantucket Electric Company manholes or utility poles, or Verizon manholes or utility poles or conduit system without prior notice (at least 48 hours) to the affected company. The contractor shall contact the Electric Company if a pole holding is

needed and determine with them how to proceed. Any costs associated with holding the pole or any utility relocation will be incidental to the work and no additional payment will be made by the Town.

(c) The Nantucket Electric Company a National Grid Company (NECO) is responsible for relocating the electric poles, guy wires, and overhead lines shown on the Drawings.

(d) The Contractor shall coordinate bike path construction and the relocation of utility poles and wires with NECO to maintain pedestrian safety and prevent disruption of electric service. The Contractor shall comply with all NECO regulations and procedures.

(e) For underground connections, the Nantucket Electric Company will perform the actual wiring of the service connections from its power source to the sweep at the local controllers but all steel sweeps duct, entrance holes into manholes, patching and all other necessary labor, materials and equipment required to install the electric service, complete in place, shall be furnished by the Contractor. Before starting work at existing manholes, the Contractor shall test for gas and blow out the manholes.

7.7 PRECAUTIONS UNDER ELECTRIC LINES

The Contractor's attention is directed to the AASHTO Guide on Occupational Safety on Highway Construction Projects, Subpart N, 1926.550, relating to construction equipment clearances at overhead electric lines, which states in part "...the minimum clearance between the lines and any part of the crane or load must be at least 3 meters from lines rated 50 KV or below, and greater distances for higher voltage...". For the protection of personnel and equipment, the Contractor shall be aware of this regulation especially during paving operations using large semi-trailer vehicles.

8. Disposal of Surplus Excavated Materials and Landfill Fees

8.1 Reusable materials, as specified in each item's supplemental specifications, must be brought to the Department of Public Works (DPW) yard or another storage area as directed by the Director or his/her designee.

8.2 Surplus materials obtained from any type of excavation, and not needed for further use as determined by the Director or his/her designee shall be legally disposed of by the Contractor and shall be included in the cost of excavation.

8.3 Any Landfill fees resulting from materials to be discarded as part of this project will be paid for by the Contractor.

8.4 Pavement millings, resulting from Pavement Standard Milling, Item no. 415.1, shall be delivered as the work is performed to the Department of Public Works (DPW) yard or another storage area as directed by the Director or his/her designee.

9. Property Bound

The Contractor shall exercise due care when working around all property bounds that are to remain. Should damage to a bound result from action of the Contractor, the bound shall be replaced and/or reset to its intended position by a Professional Land Surveyor as directed by the Director or his/her designee at no cost to the Town within thirty (30) days of finishing the project. The invoiced cost associated with this work shall be subtracted from the Contractor's invoice as necessary.

10. Labor

Only competent workers shall be employed on the project. Any person employed, who is found to be incompetent, intemperate, troublesome, disorderly or otherwise objectionable, or who fails or refuses to perform work properly and acceptably, shall be immediately removed from the Work by the Contractor and not re-employed on the Work.

(B) TECHNICAL SPECIFICATION

Work shall comply with the:

- 2026 MassDOT Standard Specifications for Highway and Bridges, including MassDOT supplements or revisions, unless otherwise listed below. https://www.mass.gov/lists/construction-specifications
- 2026 MassDOT Construction Standard Details, Construction standard details | Mass.gov
- MassDOT Qualified Construction Materials List (QCML) MassDOT Qualified Construction Materials List (QCML)
- Nantucket Supplemental Construction Details, See Exhibit K

1. Section 100: Earthwork

Item 102.02- Selective Clearing and Thinning: The work under this item shall consist of the removal of hazardous growth and dead, dying, or diseased plant material; the removal of groups and individual plants which interfere with the growth of more desirable types of trees and the clearing away of lesser growth that may obscure outstanding trees, tree groups, or scenic views. Any part of tree trunks or base of plant material located on the Location Lines shall be considered within the State Highway Limits. Densely wooded areas shall be thinned to provide space for healthy growth by eliminating thinner, weaker trees and the reduction of the number of varieties.

The desired appearance to be attained in certain areas of heavy growth may require three or more operations. First, the obvious dead, dying, and diseased trees and undergrowth shall be cut and cleared out of the area. This work includes removal of any previously fallen trees, branches, uprooted stumps and other debris as directed. Next, the area is to be thinned out, as directed, by removing the less desirable trees and brush which interfere with the growth of the better plant material. Finally, clear out lesser growth which may obscure outstanding trees, tree groups or scenic views.

Selective Clearing and Thinning will be paid at the contract unit price as a lump sum, and shall include the removal of all trees as directed, brush, dead, dying and diseased trees, previously fallen trees, branches, uprooted stumps, and other debris within the designated area. No separate payment will be made for any individual trees or stumps removed within the area.

Item 102.511- Tree Protection – Armoring and Pruning: The work under this item shall conform to the relevant provisions of Section 771 of the MassDOT Standard Specifications and the following:

The work shall include furnishing and installation of temporary tree trunk protection and limb pruning to prevent injury to the tree from construction equipment and activities. Trunk armoring is for instances where construction activity (the use of heavy equipment) comes close enough to potentially damage the tree trunk or limbs. It shall be used where shown on the plans and as required by the Town and/or Engineer.

Materials

Trunk armoring shall be such that it prevents damage to the trunk from construction equipment. Selected materials shall be such that installation and removal will not damage the trunk.

Acceptable materials include 2x4 wood cladding with wire or metal strapping, or, for instances when duration of construction activities is less than three months, corrugated plastic pipe mounted with duct tape. Height of cladding shall be from base of tree (including root flare) to the bottom of the first branch or as recommended by the Engineer. Materials and methods shall be approved by the Engineer.

Construction Methods

Prior to construction activities, the Engineer, the Contractor and the Town shall review trees noted on the plans to be protected. Final decision as to trees armored and/or pruned shall be per the Engineer.

Care shall be taken to avoid damage to the bark during installation and removal of armoring. Trunk armoring shall be replaced and maintained such that it is effective for as long as required and shall be removed immediately upon completion of work activities adjacent to trees.

Pruning of limbs shall conform to the techniques and standards of the most recent ANSI A300 standards.

Liability for Damages

The Contractor shall be liable for all damage and/or disturbance to existing trees and shrubs not otherwise designated for removal. The Contractor shall assume all tress within the Limit of Work shall be saved unless specifically designated to be removed.

Trees or shrubs that are damaged irreparably shall, at the Town's discretion, be replaced by the Contractor with new trees or shrubs of the same size and type.

If the Engineer determines that damages are irreparable, the Contractor shall pay for the damages in the amount of $500.00 per diameter inch at breast height (DBH) per tree.

Additionally, if the Engineer determines that the damages are such that the tree is sufficiently compromised as to pose a future safety hazard, the tree shall be removed. Tree removal will include clean up of all wood parts, grinding of the stump to a depth sufficient to plant a replacement tree or plant, removal of all chips from the stump site, and filling the resulting hole with topsoil.

Basis of Payment

Work under this Item shall be paid at the Contract Unit Price bid per Each, which payment shall include full compensation for all labor, equipment, materials, and incidentals necessary to perform the work of protecting existing trees, shrubs, and other plant materials from damage. No separate payment will be made for the removal and disposal of the protective materials upon completion of the Contract, but all costs in connection therewith shall be included in the Contract unit price bid.

In the event of tree damage, cost of remediation measures, and/or tree removal shall be paid by the Contractor. Payment under this item will be scheduled throughout the length of contract:

- 40% of value will be paid upon installation of trunk armoring and completion of pruning work, if required.
- 60% will be paid at the end of construction operations that would damage the tree and after protection materials have been removed and properly disposed of by the Contractor. In the event of repairable damages, payment will be made after the completion of remediation measures.

In the event of irreparable damage due to lack of proper protective measures being taken there will be no compensation in addition to the $500.00 per diameter inch penalty.

Item 102.521 – Tree and Plant Protection Fence: The work under this Item shall conform to the relevant provisions of Sections 644 and 771 of the MassDOT Standard Specifications and the following:

The purpose of this item is to prevent soil compaction and tree root damage to the maximum extent possible. Compaction to soil and damage to roots will cause the slow decline of a tree resulting in property loss and a potential future safety hazard.

Fencing shall be used to establish a Tree and Plant Protection Zone (TPPZ) that shall not be trespassed. As tree roots extend beyond the drip line of the canopy, the TPPZ limit shall be the Drip Line of each tree to the extent feasible, and as shown on the plans and details. The Drip Line is defined as the limit of tree canopy.

Work consists of furnishing and installing temporary fence to the TPPZ. Work includes all labor, materials, tools, equipment, and services for maintaining fence in a vertical and effective position, relocating fence if necessary, and removal of fence, stakes, and other materials.

Materials

Fence shall be such that it provides a 48 inch tall barrier that remains vertical and effective for the duration of period required. Fence shall be chain link fence, plastic orange safety fence (recommended where high visibility is necessary), wooden snow fencing, or other approved material.

Safety fencing shall be attached to metal "U" or "T" posts driven into the ground to a sufficient depth to hold the fabric solidly in place without sagging. Per the Arborist or Engineer, additional posts, deeper post depths, and/or additional attachments shall be used if the fabric or fence sags, leans or otherwise shows signs of failing to create a sufficient barrier to access.

References

If requested, the Contractor shall provide to the Engineer one copy of the American National Standards Institute (ANSI) A300 Standard Practices for Tree, Shrub, and Other Woody Plant Maintenance Part 1, Pruning and Part 5, Construction Management Standard. Provision of reference shall be incidental to this item.

Construction Methods

Fence shall be installed prior to any construction work or staging activities.

Fence shall be located as close to work zone limit and as far from the trunk as possible to maximize the area to be protected. Fence shall run parallel and adjacent to construction activity to the extent necessary to create a barrier between the work zone and the root zone or designated limit of plants and soils to be protected. A circular enclosure shall be used when construction activities completely surround (or have the potential to completely surround) trees or plants.

Where and as necessary to maximize effectiveness, fence shall be repositioned. Repositioning shall be incidental to this item. Fence shall not be moved without prior approval by the Engineer.

Fencing shall be in construction areas, staging areas, and stockpile areas as shown on the plans and as directed by the Engineer to establish a Tree and Plant Protection Zone. Protection shall be for the duration of the construction activities unless otherwise directed.

The Contractor shall not engage in any construction activity within the TPPZ without the approval of the Engineer, including: operating, moving or storing equipment; storing supplies or materials; locating temporary

facilities including trailers or portable toilets, and shall not permit employees to traverse the area to access adjacent areas of the project or use the area for lunch or any other work breaks.

When trees and shrubs immediately adjacent to protected plants or areas are to be removed, those plants shall be marked with orange paint around the base of the tree or 4.5 feet above the ground for shrubs. Plants to remain and that shall be protected shall be clearly flagged with white ribbon around the trunk or on a prominent branch.

The TPPZ shall be protected at all times from compaction of the soil; damage of any kind to trunks, bark, branches, leaves, and roots of all plants; contamination of the soil with construction materials, debris, silt, fuels, oils, and any chemicals substance. In the event of spills, compaction or damage, the Contractor shall take corrective action immediately using methods approved by the Engineer in coordination with an Arborist.

In the event that grading, trenching, utility work, or storage is unavoidable within the TPPZ, the Engineer shall be notified. Measures shall be required for mitigation such as the use of six inch depth of wood chips or approved matting for root protection, pruning of branches, and/or trunk protection. These mitigation measures will be paid under the applicable items.

Landscaping work specified within the TPPZ shall be accomplished by hand tools. Where hand work is not feasible, with permission of the Engineer, work shall be conducted with the smallest mechanized equipment necessary.

After construction activities are completed, or when directed by the Engineer, fence and stakes and other materials shall be removed and disposed off-site by the Contractor.

INTRUSION INTO THE TPPZ

If the TPPZ is intruded upon, at the discretion of the Engineer, the Contractor will be required to provide a more durable barrier (e.g., Chain Link Fence or Jersey Barriers) to secure the area. Cost of furnishing and installing additional or more durable barrier shall be borne by the Contractor.

If the Contractor intrudes into a TPPZ without approval, soil will be considered compacted and tree root damage will be assumed. Action will be taken as specified below.

Liability for Damages

In the event that trees (including roots) are damaged, damages shall be assessed by a Certified Arborist approved by MassDOT. In the determination of the Engineer, based on the recommendations of the Arborist, damages that can be remedied by corrective measures, such as soil compaction remediation, incorporation of soil amendments, pruning, compensatory watering, and/or additional mulching, shall be repaired as soon as possible within the appropriate season for such work and according to industry standards.

Shrubs shall be replaced with a plant of similar species and equal size or the largest size plants reasonably available. The Engineer shall approve the size and quality of the replacement plant. Replacement shall include a minimum of one year of watering and care. Replacement and any watering and care required shall be at the Contractor's expense.

In the event that a tree is determined by the Certified Arborist to be dead, severely damaged or potentially hazardous, it shall be removed by the Contractor at no additional expense. Tree removal shall include clean-up of all wood parts, grinding of the stump to a depth sufficient to plant a replacement tree or plant, removal of all chips from the stump site, and filling the resulting hole with topsoil.

Cost of Arborist services to assess damage and costs of repairs shall be borne by the Contractor.

Basis of Payment

Work under this Item shall be paid at the Contract Unit Price bid per Foot, which payment shall include full compensation for all labor, equipment, materials, maintenance, damages repair or replacement, and incidentals necessary to perform the work. No separate payment will be made for the removal and disposal of the protective materials upon completion of the Contract, but all costs in connection therewith shall be included in the Contract unit price bid.

Item 170 – Fine Grading and Compacting: This item will be used in conjunction with work done under item 403, 450.23, 450.32, 701, 701.1, 701.2, 702, 706.8, and the removal of unsuitable material. All other compacting and fine grading work will be incidental to that particular item and included in the respective unit bid price.

2. **Section 200: Drainage**

Contractor shall not use any adjustment risers on top of any utility frames. All utility frames shall be adjusted to final grade between the structure and the frame with manhole brick and mortar. Brick shall be sound, hard and uniformly burned brick, regular and uniform in shape and size, of compact texture, and satisfactory to the Director or his/her designee. Brick shall comply with the ASTM Standard Specification for Sewer and Manhole Brick (made from clay or shale), Designation C32, latest version. Grade MS brick shall be used. Use of common red brick is not allowed. The mortar shall be composed of Portland cement, hydrated lime, sand and water in which the volume of sand shall not exceed three times the sum of the volumes of cement and lime. Type II cement shall be used unless otherwise authorized in writing. Sand shall be well graded and with no grain larger than will pass a No. 8 sieve. Hydrated lime shall be type S conforming to the ASTM Standard Specification for Hydrated Lime for Masonry Purposes, Designation C207, latest version.

Item 205 – Leaching Basin: The work under this Item includes the excavating for, proper disposal off site of excavated material that will not be used for backfill, constructing and backfilling 1000 gallon pre-cast concrete leaching pits of the dimensions shown in the detail on the plans, with stone pack, geotextile fabric and reinforced concrete cover in accordance with the Plans and Details, including the fine grading of disturbed areas ready for loam and seed or mix.

Materials

- The six foot depth pre-cast units shall be 6'-8" diameter 5000 psi reinforced concrete to sustain an AASHTO HS-20 wheel load.
- Peastone shall be washed, native three-eighths inch stone.
- Crushed Stone shall be in accordance to Item 156 of these Specifications.
- Geotextile Fabric shall conform to the Standard Specification for M9.50.0 Type I Fabric (Non-woven).
- Steel reinforcement shall be ASTM A - 615, Grade 60 steel, with a minimum of 1" cover all-round.

Construction Methods

- Pits shall be excavated, the pit bottom prepared and backfilled to the lines and grades as shown on the plans and in accordance with the applicable section of Sections 140 and 170 and these Specifications. Pit bottom shall be solid compact base. Unsuitable materials, as determined by the Owner, at the bottom of pits shall be removed and replaced and properly compacted with gravel borrow in accordance with Item 151.
- Total excavation for pits shall be ten feet eight inches inside diameter and to the necessary depths to accommodate six foot eight inch diameter by six foot deep pre-cast units, set level, plus a minimum twelve inch bed of crushed stone, 24 inches minimum of crushed stone encapsulating the pre-cast unit at the sidewalls to a point four inches below the top of the pre-cast unit. The top four inches shall be backfilled with a four-inch layer of peastone to the point flush with the top of pre-cast unit. A single layer of geotextile fabric shall cover the structure and pits, minus cutouts at the concrete cover, prior to backfilling.
- In paved areas pre-cast units shall be set with the tops flush with the bottom of pavement section sub bases. In non-paved areas a minimum depth of four inches and maximum depth of twelve inches between top of structure and finished grade shall be maintained.
- Crushed stone shall be placed and compacted in accordance to Item 156.
- All pipe connections to the structure shall be securely mortared in place.

Item 220.990 – Sanitary Sewer Structure Remodeled: All work shall be reviewed and approved by the

Director of the Nantucket Sewer Department or his/her designee. Work under this item shall conform to the relevant provisions of Section 200 and Subsection 220 of the MassDOT Standard Specifications. This work shall include adjusting sanitary manhole castings to the proposed finished grade when the adjustment to grade is more than six (6) inches.

Item 222.3 – Frame and Grate (Or Cover) – Municipal Standard: See MassDOT Standard Specifications for Highways and Bridges and MassDOT QCML. Type of frame to be determined before purchase. All frames and covers shall be made in the USA. Work done under this item shall conform to the relevant provisions of Sections 201 and 220 of the Standard Specifications.

3. **Section 300: Water Systems**

Item 357 – Gate Box: The work under this item shall conform to the relevant provisions of Section 301 of the Standard Specifications and the following:

General

Gate boxes and service boxes damaged by the Contractor's operations will be replaced with new gate boxes and service boxes by the Contractor at their own expense in accordance with Town standards.

Gate boxes found to be inoperable due to no fault of the Contractor as determined by the Town should be replaced under Item 357 regardless of size, with new gate boxes in accordance with Town standards. Replacement gate boxes shall be furnished by the Town of Nantucket and it is the contractor's responsibility to coordinate directly with the Town or Engineer if there is a need for new gate boxes.

Basis of Payment

Work under this Item shall be paid at the Contract Unit Prices bid per Each, which price shall include full compensation for all labor, equipment, and materials for removal and disposal of old gate boxes and service boxes not fit for reuse, and installation of new replacement gate boxes and service boxes and all incidentals necessary to complete the work to the satisfaction of the Town.

It is the responsibility of the Contractor to ensure that castings are correctly set to the proper finished grade. Payments shall not be made for castings that have not been correctly adjusted to the proper finished grade elevation satisfactory to the Engineer.

Multiple adjustments that may be necessary as a result of the work sequence shall be considered part of the one-time BASIS OF PAYMENT and shall not be cause for additional compensation.

Item 382– Meter Box
Item 382.1– Meter Box Removed and Reset
Item 382.3– Meter Box Adjusted

The work under these items shall conform to the relevant provisions of Section 301 of the Standard Specifications and the following:

General

This work will consist of removing and resetting meter boxes and adjusting meter boxes, regardless of size, to conform to the proposed line and grade. Meter boxes and damaged by the Contractor's operations will be replaced with new meter boxes by the Contractor at their own expense in accordance with Town standards.

Meter boxes found to be inoperable due to no fault of the Contractor as determined by the Town should be replaced under Item 382 regardless of size, with new meter boxes in accordance with Town standards. Replacement meter boxes shall be furnished by the Town of Nantucket and it is the contractor's responsibility to coordinate directly with the Town or Engineer if there is a need for new gate boxes.

Basis of Payment

Work under these Items shall be paid at the Contract Unit Prices bid per Each, which price shall include full compensation for all labor, equipment, and materials to adjust meter boxes regardless of size to finished grade, removal and disposal of old meter boxes not fit for reuse, installation of new replacement meter boxes, all

additional pipe necessary for removal and resetting meter boxes, and all incidentals necessary to complete the work to the satisfaction of the Town.

It is the responsibility of the Contractor to ensure that castings are correctly set to the proper finished grade. Payments shall not be made for castings that have not been correctly adjusted to the proper finished grade elevation satisfactory to the Engineer.

Multiple adjustments that may be necessary as a result of the work sequence shall be considered part of the one-time BASIS OF PAYMENT and shall not be cause for additional compensation.

4. Section 400: Sub-base, Base, Shoulders, and Pavements

(a) Work under these items shall conform to the provisions of Super Pave and 2023 MassDOT Standard Specifications for Highway and Bridges, including MassDOT supplements or revisions. The performance graded asphalt binder (PGAB) selected for this contract is PG76-28. The required documentation, samples and testing of the PGAB will be required as provided in Section M3: Asphaltic Materials. The Town shall have the ability to collect a sample of the PGAB for independent testing at any time.

(b) Contractor shall not use any adjustment risers on top of any utility frames. All utility frames shall be adjusted to final grade between the structure and the frame with manhole brick and mortar. Brick shall be sound, hard and uniformly burned brick, regular and uniform in shape and size, of compact texture, and satisfactory to the Director or his/her designee. Brick shall comply with the ASTM Standard Specification for Sewer and Manhole Brick (made from clay or shale), Designation C32, latest version. Grade MS brick shall be used. Use of common red brick is not allowed. The mortar shall be composed of Portland cement, hydrated lime, sand and water in which the volume of sand shall not exceed three times the sum of the volumes of cement and lime. Type II cement shall be used unless otherwise authorized in writing. Sand shall be well graded and with no grain larger than will pass a No. 8 sieve. Hydrated lime shall be type S conforming to the ASTM Standard Specification for Hydrated Lime for Masonry Purposes, Designation C207, latest version.

(c) All required saw cutting in the existing pavement in accordance with Section 460 will be included in the contract unit price for each hot-mix asphalt pavement course.

(d) Preparation of the Underlying Milled Surface: Immediately before placing the hot mix asphalt, the underlying course shall be thoroughly cleaned of all dust and debris by a self-propelled sweeper. Areas inaccessible by power sweepers shall be broom swept until the pavement surface is clean. Extra care shall be required during fall leaf season.

(e) To assure that the specification density of the HMA can be attained the Contractor shall proof roll the prepared material surface, to identify areas requiring removal and recompaction, and to provide a uniform degree of compaction over the entire pavement area. Contractor to apply Bitumen for Tack Coat according to MassDOT specifications prior to paving.

(f) Paving cannot begin until deficient base material areas and utility trenches have been corrected and are ready to receive paving. Any loose or delaminating asphalt remaining on the milled surface shall be removed prior to the placement of the HMA materials, as directed by the Director or his/her designee.

(g) Paving shall not be applied until the Director or his/her designee inspects and approves the finished base or milled surface.

(h) When an existing surface or new base upon which the bottom course is to be placed contains unsatisfactory irregularities, in the Director or his/her designee's judgment, such irregularities may be eliminated by an adequate placing and compaction of HMA mixture so as to furnish a surface with true contour and grade before placing any specified course of mixture. This does not apply to milled surfaces. Irregularities resulting from the milling operations shall be corrected at the Contractor's expense to the satisfaction of the Director or his/her designee.

3.1 HMA CONTROL TEST SECTION:

(a) If required by the Director or his/her designee, and prior to full production, the Contractor shall prepare and place a quantity of hot mix asphalt on a Town project street, or, other Town pavement facility as

directed by the Director or his/her designee according to the JMF and the project specifications. The amount of mixture should be sufficient, at a minimum, to construct a test section 300 feet long and 20 to 30 feet wide placed in two lanes, with a longitudinal joint, and shall be of the same depth specified for the construction of the course which it represents. The longitudinal joint shall be placed with a true straight-line at centerline using as a guide a previously marked straight-line guide; using the curb edge is unacceptable. The underlying grade or pavement structure upon which the Control Test Section is to be constructed shall be the same as the remainder of that project course represented by the Control Section. The equipment used in construction of the Control section shall be the same type and weight to be used on the remainder of the course represented by the Control Section.

(b) Two random samples shall be taken at the plant by the Director or his/her designee and the material tested in accordance with the specifications. Three randomly selected cores shall be taken from the finished pavement mat in the Control Section, and three from the longitudinal joint, and tested in accordance with the specifications. Random sampling shall be in accordance with procedures contained in ASTM D3665.

(c) If the initial Control section should prove to be unacceptable, the necessary adjustments to the JMF, plant operation, placing procedures, and/or rolling procedures shall be made. A second Control section shall then be placed. If the second test section also does not meet specification requirements, both sections shall be removed at the Contractor's expense. Additional Control sections, as required, shall be constructed and evaluated for conformance to the specifications. Any additional sections that are not acceptable shall be removed at the Contractor's expense. The Town reserves the right to bill the Contractor or adjust payment for any testing fees associated with evaluating additional sections that are not acceptable. Full production shall not begin until an acceptable section has been constructed and accepted by the Director or his/her designee. The initial Control section, whether acceptable or unacceptable, and any subsequent section that meets specification requirements and has been constructed per the project plans on a Town project roadway shall be paid for in accordance with the section for Payment.

3.2 PRE-PAVING WORKSHOP:

Prior to the placing of any HMA, a pre-paving workshop shall be held to discuss and approve the paving schedule, source of HMA, job mix formula approvals, type and amount of equipment to be used, sequence of paving pattern, rate of HMA supply, all sampling, testing and reporting procedures to be used, traffic control, safety, and general continuity of the operation. Town's representatives, Contractor's plant, quality control and field representatives, Director’s staff and testing and inspection agents shall attend this meeting. All equipment used shall be approved on the project site prior to starting up each day. It will be mandatory for the paving operator and paving foreman/ superintendent to attend this conference. The Director or his/her designee, upon 48 hours’ notice, may be able to hold this conference preferably on the forecast of an inclement day.

3.3 CONTRACTOR QUALITY CONTROL OF HMA PAVEMENT:

(a) General: The Contractor shall establish, provide, and maintain a Quality Control System (QCS) that will detail the methods and procedures that will be taken to assure that all materials and completed construction conform to project specifications, plans, technical specifications and other requirements, whether manufactured or processed by the Contractor or procured from subcontractors or vendors.

(b) The Contractor shall be prepared to discuss and present, at the pre-paving workshop, their understanding of quality control for this contract.

(c) Rejection of Inferior HMA: The Town may at any time, notwithstanding previous plant acceptance, reject and require the Contractor to dispose of any batch of hot mix asphalt which is rendered unfit for use due

to contamination, segregation, incomplete coating of aggregate, or improper mix temperature. Such rejection may be based on only visual inspection or temperature measurements. Similarly, the Town may at any time, notwithstanding field acceptance for mat density, reject and require the Contractor to correct any HMA pavement that was placed with unacceptable mat uniformity or paving joints, due to low density, lack of bond, check cracking, segregation, improper elevation, or tearing. In the event of such rejection, the Contractor and Town may take random split samples of the area(s) in question in the presence of the Director or his/her designee, and if it can be demonstrated in the laboratory, in the presence of the Director or his/her designee that such material/pavement was erroneously rejected, payment will be made for the material at the contract unit price.

(d) Laboratory facilities shall be kept clean and all equipment shall be maintained in proper working condition. The Town shall be permitted unrestricted access to inspect the Contractor's laboratory facility and witness quality control activities, as applicable. The Director or his/her designee will advise the Contractor in writing of any noted deficiencies concerning the laboratory facility, equipment, supplies, or testing personnel and procedures. When the deficiencies are serious enough to be adversely affecting test results, the work shall be suspended immediately and will not be permitted to resume until the deficiencies are satisfactorily corrected.

(e) HMA quantities shall be verified by the Director or his/her designee Engineer using HMA yield calculations which will include the in-place bulk specific gravity and actual area and nominal depth for the mixture placed. The quantity will be determined only by weight slips that have collected and delivered to the Director or his/her designee as soon as possible after the day’s work is complete.

(f) Contractor shall provide in-field nuclear gauge testing to verify compaction of pavement layers that include subgrade, sub-base, base, intermediate layer and surface asphalt and will notify the Director or his/her designee in writing of any noted deficiencies. When the deficiencies are serious enough to be adversely affecting test results, the work shall be suspended immediately and will not be permitted to resume until the deficiencies are satisfactorily corrected. In-field nuclear gauge testing to confirm these specifications shall be provided by the Contractor at no additional cost.

(g) Contractor shall not use any adjustment risers on top of any utility frames. All utility frames shall be adjusted to final grade between the structure and the frame with brick and mortar. Drainage and sewer casting adjustments are paid for under a separate item. Contractor must contact the Nantucket Water Department before paving in regards to adjustments of water gate boxes and other water related appurtenances.

5. Section 500: Curb and Edging

Item 570.99 – Hot Mix Asphalt Curb – Modified Cape Cod

See MassDOT Standard Specifications for Highways and Bridges and the following:

(a) The Work shall include the furnishing and placement of asphalt curb (item N570.990) for new pavements and existing pavement overlays by self-powered mechanical pavers using a job mix formula approved by the Director or his/her designee. Construction Detail in plan set.

(b) When bituminous concrete berm (Modified Cape Cod berm) is required, the Work shall include placement of the berm prior to the top course of asphalt and the cost shall be paid under Item N570.990 When Hot Mix Asphalt Curb is required, the Contractor will contact the Director or his/her designee to review the limits of the work. The measured quantity will be paid for at the Contract unit price per linear foot, which price shall include all labor, materials, equipment, prep work and incidental costs required to complete the Work, including but not limited to: any excavation, compaction, removal of old material, sweeping, sawcutting, police details, etc. Contractor shall provide and install MassDOT approved temporary pavement markings at no additional cost to the Town.

(c) Utility, Water, Drainage, and sewer casting adjustments are paid for under separate items. Contractor must contact Utility Companies before paving to coordinate location/ adjustments of castings and other related appurtenances.

6. Section 600: Highway Guard, Fences and Walls

Item 656. – Split Rail Fence

General:

This work shall consist of the furnish and installation of split rail fence and footing. Submit product for review and approval.

Materials:

The split rail fence shall consist of treated cedar diamond rails, and treated cedar 2-hole Split Posts. The diamond rails shall be standard 11-ft long, variable width (minimum 4 inches) tapered ends. Standard 2-hole sized posts shall be 6-ft long, 6-in by 3-in wide, with a flat top. Concrete footings for posts are included in this item.

Construction:

Drill holes for concrete footings that are 24-in around by 36-in high. Center posts in their footings, place concrete, and compact by tamping. Posts shall be buried 30-in into the ground.

Measurement and Payment:

Work under this Item shall be paid at the Contract Unit Prices bid per Foot, which price shall include full compensation for all labor, equipment, and materials for installation of split rail fence and all incidentals necessary to complete the work to the satisfaction of the Town.

It is the responsibility of the Contractor to ensure that fence is installed correctly. Payments shall not be made for fence items that have not been placed satisfactory to the Engineer.

Item 697.1 – Silt Sack: The work under this item shall conform to MassDOT Standard Specifications section 670, as directed by the Town, and the following:

General:

Contractor shall provide and maintain silt sacks at all existing and proposed catch basins within the project limits and as directed by the Town of Nantucket.

Materials:

The silt sack shall be manufactured from a woven polypropylene fabric with an oil-absorbent pillow insert or made completely from an oil-absorbent fabric with a woven pillow insert that meets or exceeds the following specifications:

PROPERTIES	TEST METHOD	UNITS
Grab Tensile Strength	ASTM D-4632	265 LBS
Grab Tensile Elongation	ASTM D-4632	20%
Puncture	ASTM D-4833	135 LBS
Mullen Burst	ASTM D-3786	420 PS

Trapezoid Tear	ASTM D-4533	45 LBS
UV Resistance	ASTM D-4355	90%
Apparent Opening Size	ASTM D-4751	20 US SIEVE
Flow Rate	ASTM D-4491	200GAL/MIN/SQ FT
Permittivity	ASTM D-4491	1.5 SEC-1

Construction Methods:

The work under this item shall include the periodic maintenance of the sacks that have become clogged with debris. The Contractor shall keep silt sacks clear during construction and shall not remove them until pavement is in place and the seeded areas have taken root. The cost of replacing the silk sack shall be incidental to this item. No separate payment shall be for additional silt sacks used at a single location.

The Contractor shall be responsible for field measuring all existing and new drainage structures to ensure that the proper size sediment collection sack is provided for each structure.

Disposal of Accumulated Material:

All material removed from the silt sacks shall be properly handled and disposed of by the Contractor in accordance with all Massachusetts Department of Environmental Protection (DEP) regulations, policies, and guidelines.

Material removed shall be transported immediately to the place of disposal in machines or trucks that will not spill the material along the roadway. Any material falling on the roadway shall be removed at the Contractor's own expense.

NOTE: The Contractor should be aware that many landfills may require testing and analysis of the material prior to accepting it for disposal at the facility. The Contractor shall be aware that in the event that the test results indicate a hazardous waste that cannot be land filled. The Contractor shall be responsible for all costs associated with adhering to special regulations regarding disposal of waste materials removed from silt sacks.

Basis of Payment:

Work under this Item shall be paid at the Contract Unit Price bid per Each, which shall be considered full compensation for providing and installing, maintaining, and removing silt sacks in locations as requested by the Town as well as properly disposing of accumulated material. Such payment shall constitute full compensation for installing and maintaining silt sacks for the duration of the project. Any replacement of the silt sacks within the duration of the construction shall be considered incidental to this item.

7. **Section 700: Incidental Work and Miscellaneous**

Item 706.8 – Miscellaneous Surface Walkway or Driveway Removed and Reset

The measurement for removing and resetting miscellaneous roadway surface treatments (bricks, cobbles, Belgian blocks) to be paid for under Item 706.8 shall constitute full compensation for removing and resetting the identified surface materials, including furnishing and placing materials as specified and as indicated on the Drawings. The unit price shall include clearing and grubbing, saw cut pavement, excavation and disposal of existing surplus materials. excavation and legal disposal of surplus subgrade material, subgrade preparation including all bedding materials, adjust castings as necessary, carefully remove, inventory, store, protect and install existing materials, brush stone dust in the joints, compacting, grading of sidewalk for wheelchair ramps and install detectable warning panel, and all other incidental Work relative thereto and not specifically paid for under other items of Work. Any excess historic roadway or sidewalk materials, cobblestones, granite curbing, etc., shall be carefully transported to Nantucket DPW located at 188 Madaket Road, Nantucket, MA. Payment for brick sidewalks and related incidental work shall be based on the square yards (SY) of surface installed and accepted by the Director or his/her designee.

(a) The Work shall include the removal and resetting of bricks, cobblestones, Belgian block, roads as requested reusing the existing surface treatment material on site. The Contractor shall upgrade the existing subbase to meet the Town's Supplemental Construction Details as specified. The measured quantity will be paid for at the Contract unit price per square yard, which price shall include all labor, materials, equipment, prep work and incidental costs required to complete the Work, including but not limited to: any excavation, compaction, stone dust, cement, police details, etc.

(b) The Belgian Paving Block will be set with the smooth side up. The top surface shall be approximately 4 inches by 8 inches. The Belgian Paving Block shall be compacted and tamped by a method approved by the Director or his/her designee. The pavement surface shall be tested with a 10-foot straight edge and laid parallel with the centerline and any variations exceeding 1/2 inch shall be reset to proper grade. The Belgian Paving Block shall be swept with stone dust and fogged with water. The pavement surface shall be vibrated to insure compactions between the joints. Additional joint filler of stone dust shall be uniformly distributed as necessary to fill all of the voids. The process shall be repeated for a minimum of five (5) days until all joints are full.

(c) Cobblestones shall be carefully laid on a stone dust setting bed as shown on the plans, and shall be solidly rammed in position by hand. The cobblestones shall be set with the long axis of each stone vertical to the roadway surface. The cobblestones shall be set such that each cobblestone is touching another cobblestone. The cobblestones shall be compacted and tamped with a mechanical plate compactor or by another method approved by the Director or his/her designee. After a sufficient area of pavement has been laid, the pavement surface shall be tested with a 10-foot straight edge and laid parallel with the centerline and any variations exceeding 1/2 inch shall be corrected and brought to proper grade. Any stones that become cracked during these procedures shall be removed and replaced.

(d) The cobblestones shall be swept with stone dust and fogged with water. The pavement surface shall be vibrated with a lightweight plate compactor to insure compaction between the joints. Additional joint filler of stone dust shall be uniformly distributed as necessary to fill all of the voids. The process shall be repeated for a minimum of five days until all the joints are full.

(e) Bricks shall be laid true to lines and grades with joints of uniform thickness, all surfaces true and corners straight and plumb. Paving patterns shall be as shown on the plans or to match existing patterns, as directed by the Director of his/her designee. Any patterns in which the alignment is not acceptable shall be promptly removed and reset.

(f) The bricks shall be compacted and tamped with a lightweight mechanical plate compactor or by another method approved by the Director or his/her designee. After a sufficient area has been laid, the surface shall be tested with a 10-foot straight edge and laid parallel with the centerline and variations exceeding 1/2 inch shall be corrected and brought to proper grade. Any bricks or pavers which become damaged during these procedures shall be promptly removed and reset.

(g) The bricks or pavers shall be swept with stone dust and fogged with water. The pavement surface shall be vibrated with a lightweight plate compactor to insure compaction between joints. Additional joint filler stone dust shall be uniformly distributed as necessary to fill all of the voids. The process shall be repeated for a minimum of five days until all the joints are full, and all bricks or pavers are stabilized.

(h) The Nantucket Historical Commission has prepared a document with information and guidelines for the preservation and maintenance of historic pavement and sidewalks. Copy available here: https://www.nantucket-ma.gov/documentcenter/view/35050 This document shall be reviewed by the Contractor and the Director or his/her designee for any project impacting historic pavement and/or sidewalks. The Contractor and Director or his/her designee shall meet on-site to identify the specific work and methods for each project location using this document as a reference to help preserve Nantucket's historic streetscapes.

8. Section 800: Traffic Control Devices

Item 852.01 – Temporary Traffic Control:

Description

Work under this item shall conform to the applicable requirements of Section 850 of the MassDOT Standard Specifications, The Manual on Uniform Traffic Control Devices (MUTCD), and/or as required by the Engineer.

The Contractor shall furnish, erect, maintain, wash, move, adjust, repair, relocate, re-erect, and store all temporary construction signs, sign mountings, portable barricades, pedestrian ramps, traffic cones, reflectorized drums, delineators, arrow boards, portable changeable message signs, and other warning devices when, where, and as specified. A group of ten (10) reflectorized drums with sequential flashing warning lights is considered one (1) unit and will be measured by the day. Each period of up to 24 hours during which this unit is in use will be measured as one day regardless of the number of times that the drums are positioned, repositioned, removed, or returned to service.

Construction Methods

Temporary Traffic Control devices shall cover all work related to the furnishing, installation, maintenance, and movement of traffic protective devices on the project.

The Contractor shall provide a sufficient number of signs and other warning devices as required by the nature of the work as determined by the MUTCD and/or the Engineer. Devices that do not meet or exceed MUTCD standards will not be considered an acceptable means for temporarily controlling traffic.

When, in the opinion of the Engineer, the sign or device shall be so severely damaged as to warrant replacement, the Contractor shall provide a new device that shall be deemed to be included in this item without additional compensation.

The Contractor shall keep all signs, barricades, and other protective devices in proper position, clean, and legible at all times. Care shall be taken so that weeds, shrubbery, construction materials and equipment, and spoil are not allowed to obscure any sign, lights, or barricade. Signs that do not apply to existing conditions shall be removed or adjusted so that the legend is not visible to approaching traffic. All signs and markers shall indicate actual conditions existing and shall be moved, removed, or changed immediately, as conditions require. When construction is not in progress, all unnecessary signs will be adequately covered.

No work is to be undertaken until the Contractor has established construction signs and/or safety devices around and about the project zone periphery. To that end the Contractor shall not commence operations until he has verified that semi-permanent signs (i.e. 'Road Under Construction') and/or daily signing (i.e. 'Detour') has been appropriately established. The Contractor shall be responsible for establishing supplemental signage, and/or safety devices, as he deemed necessary in order to further provide for the safety of the pedestrian and the motoring public, as well as for affording the opportunity to move the construction process forward without interruption.

Under this clause the Contractor shall work closely with the Engineer in order to coordinate the signing activities in a timely and reasonable manner. Said devices shall conform to the Temporary Traffic Control section of the most recent version of the Manual on Uniform Traffic Control Devices (MUTCD). Further, due to the nature of this work, the Contractor shall be required, from time to time, to erect, move, relocate, repair, and/or to remove at days end, any site sign in order to either expedite his work or to otherwise accommodate the safety and/or

delineate the project zone and/or its active or inactive detour status and route line, and this work shall be done either at his discretion and/or at the request of a Town of Nantucket Agent(s) or Officer. Non-compliance with any such request, as herein described, shall be grounds for the Town to halt work until such remedial measures have been taken, and any such loss of time by the Contractor shall be at his own expense. Any devices provided which are lost, stolen, destroyed or deemed unacceptable while their use is required on the project shall be replaced without additional compensation.

The lump sum for this item shall include full compensation for all labor, equipment, materials and incidentals needed to complete the following:

1. Fabricating, furnishing, erecting, maintaining, removing, and relocating the traffic management devices for the overall project during construction activities, complete-in-place, as required by the Engineer.

2. Providing additional traffic management devices to provide a clear and visible traffic control through the project area, if required.

3. The Contractor shall be required to reposition the traffic control devices as many times as necessary to ensure the safe passage of vehicular traffic and pedestrians. Supplemental signs and traffic control devices directing traffic around and/or through the work zones shall be supplied as operations require or as required by the Engineer. Payment for these traffic control measures shall be included, as part of this item and no additional payment will be made.

4. At a minimum, traffic control shall include the following:

    a. Temporary Traffic Control Signs including detour signs as required.

    b. Channelizing Devices including drum barricades and/or traffic cones.

    c. Type III Barricades.

    d. Temporary Barriers.

    e. Temporary Pedestrian Bypass.

5. Other work, whether direct or incidental, associated with the traffic control not specifically identified herein.

6. The Town of Nantucket requires that all work zones maintain a safe pedestrian access route around or through individual work sites that is ADA accessible during the execution of this contract.

    a. Sidewalks – when repairing, installing, adjusting sidewalks and/or curbing the Contractor may only work on one side of the roadway at a time. This allows the opposite side of the roadway to be used for safe pedestrian access. Proper signage must be positioned as required by the Engineer (see d. below)

    b. ADA Access Ramps – only one ADA ramp may be excavated/worked-on at a time at any intersection. Only after the initial ADA ramp is made pedestrian and ADA accessible (see e. below) may a second ADA ramp be worked on.

    c. Temporary Ramps – if required for safe access, the Engineer may require temporary ADA compliant HMA access ramps.

d. The Engineer will identify the proper location for appropriate signage to direct pedestrians safely around any active work area. Signage will include "Sidewalk Closed Ahead – Cross Here" signs (with the appropriate directional arrow) and "Sidewalk Closed" signs. The signs must be stable and not prone to falling over.

e. Temporary Safe Access – placement of HMA or dense grade material compacted as required by the Engineer may be used to obtain a suitable smooth stable base for temporary pedestrian access prior to placement of concrete.

7. The Contractor will receive the following checklist for their use to maintain adequate pedestrian access during construction:

Pedestrian Considerations: Checklist for Temporary Traffic Control Zones

Pedestrian Considerations in the Field

Construction/Maintenance/Utility

- ☐ Public notices for construction projects include information about pedestrian closures and detours with specific outreach to organizations representing people with disabilities.
- ☐ Construction phasing considers continuous access through or around the impacted area. For example, removing curb ramps at all four corners of an intersection simultaneously will reduce access.
- ☐ TPARs are readily accessible and usable by individuals with disabilities, to the maximum extent feasible, and infeasible items are documented.
- ☐ The path is maintained and clear of debris and other items that may obstruct pedestrian access. Temporary routes and ramps are stable with non-slip surfaces.
- ☐ At intersections, pedestrian access is controlled, and traffic control devices provide advance notification of sidewalk closures and guidance to safe crossing locations including audible messages.
- ☐ The pedestrian signal head is clear of visual obstructions such as fencing and/or equipment.
- ☐ Additional signing/markings are installed, and transit stops are added or relocated, as necessary.
- ☐ Physical barriers separate pedestrians from vehicular traffic, and protective features are installed as needed.
  Pedestrians are protected from the work space with barricades detectable by cane, and barricades are continuous, stable, and non-flexible.

  Field Device Criteria: Consider barricades with a solid toe rail covering an area 1.5 to 6 inches above the ground. The top of the barricade should be 36" to 42" in height with diagonal strips having at least 70% contrast. Also see MUTCD references listed above for additional detail.
- ☐ Signs are adequately placed so that pedestrians are not confronted with mid-block obstacles on or above the TPAR. Signs and other devices mounted lower than 7 feet above the TPAR do not project more than 4 inches into the accessible path. Information on signs is communicated to pedestrians with visual or other disabilities.
- ☐ Temporary traffic signals are modified or installed, including pedestrian signals and push buttons, as necessary. Ensure pedestrian clearance times adequately account for walking speeds and travel distances. Ensure that push buttons are accessible to pedestrians with disabilities.
- ☐ Inspections include pedestrian accommodations during construction, and an appropriate timeline for inspection is being followed.
- ☐ Traffic control devices and the pedestrian area are in well-maintained and safe condition and are accessible, clean, sturdy, firm, smooth, continuous, detectable, and do not pose tripping hazards.



ADA approved pedestrian barrier



Temp. Asphalt ramp
& temp cross walk painted



Pedestrian bypass with jersey barriers in roadway next to work zone



Temporary accessible sidewalk during construction



Sign for pedestrians to cross to opposite side of the street due to sidewalk closure



Temporary pedestrian traffic controls at limit of work where sidewalk is closed

Payment:

Payment under this item shall be by the Contract Unit Price bid per Lump Sum. If, after notice by the town, signage is determined to be inadequate, the town may withhold payment on this item until it is addressed satisfactorily by the Contractor. The prices so-stated constitute full and complete compensation for all labor, materials, and equipment associated with (but not limited to) furnishing temporary ramps, temporary safe access, erecting, maintaining, washing, movement, adjustment, repair, relocation, re-erection, storing of all temporary construction signs, sign mountings, portable barricades, traffic cones, delineators, drum barricades, channelizing devices, and all other devices, clean-up, legal disposal of all materials, and all other incidentals required to finish the work, complete and accepted by the Engineer. Any damage shall be the Contractor's responsibility.

Item 867.104 – 4 Inch Reflectorized Yellow Line (Thermoplastic): Work under this item shall conform to the relevant provisions of Section 800 and Subsection 860 of the MassDOT Standard Specifications and applied as a 4 inch application.

Items 874.2 – Traffic Sign Removed and Reset
Item 874.4 – Traffic Sign Removed and Stacked
The work under these Items shall conform to the relevant provisions of Subsection 828 of the MassDOT Standard Specifications and the following:

General:

Work to be done under this item shall include the dismantling, removal, transporting, resetting of the existing signs at the location indicated on the plans, stacking of the existing signs as shown on the plans, deposal of signs, and as directed by the Town. Work also includes removal and disposal of the existing sign supports and foundations.

The Contractor shall exercise particular care in the dismantling, removal, transporting and resetting of the existing signs designated to be reused. Any sign panel damaged by the Contractor shall be replaced at the Contractor's expense.

Signs, attachment hardware and sign support posts lost, damaged or otherwise made unsuitable for reuse while being removed, transported, stored or reset shall be replaced with new material at no additional cost to the Owner. New attachment hardware shall be furnished and installed as necessary to replace any missing or unusable existing hardware.

The existing signs shall not be removed and reset without permission from the Town.

The Contractor shall backfill with compacted gravel all holes resulting from the removal of the existing signs and their foundations and restores the area to match existing conditions of adjacent areas. The existing signs shall not be removed and reset without the permission of the Town.

Basis of Payment:

Work under this item shall be paid for at the Contractor bid price for Item 874.2 Traffic Sign Removed and Reset and Item 874.4 Traffic Sign Removed and Stacked per Each, which price shall include dismantling, loading, transporting and resetting of the signs as designated above, transporting and stacking the signs to the locations as directed by the Town, disposal of signs that cannot be reused, excavation, removal and disposal of their supports and foundations, the gravel backfill, all labor, materials, equipment, and all incidental costs required to

complete the work. No separate payment will be made for the disposal signs or removal of foundation or posts. New posts, if required, will be paid for under Item 847.2.

(C) CONTRACT DOCUMENTS

1. The Contract Documents consist of the Agreement, the General Conditions, Supplementary and other Conditions, the Drawings, the Specifications, all Addenda issued prior to the execution of this Agreement, all amendments, Change Orders, and written interpretations of the Contract Documents issued by the Director of Public Work or his/her designee. These form the Contract and what is required by any one shall be as binding as if required by all. The intention of the Contract Documents is to include all labor, materials, equipment and other items necessary for the proper execution and completion of the Work and the terms and conditions of payment therefore, and also to include all Work which may be reasonably inferable from the Contract Documents as being necessary to produce the intended results.

2. The Contract Documents shall be signed by the Owner and the Contractor. By executing the Contract, the Contractor represents that he has visited the site and familiarized himself with the local conditions under which the Work is to be performed.

3. The term Work as used in the Contract Documents includes all labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.

(D) TOWN DIRECTOR OF PUBLIC WORKS OR HIS/HER DESIGNEE

1. The Town Director of Public Works or his/her designee (hereinafter Director or his/her designee) will provide general administration of the Contract and will be the Owner's representative during the planning and construction periods.

2. The Director or his/her designee shall at all times have access to the Work wherever it is in preparation and progress.

3. The Director or his/her designee will make periodic visits to the site to become generally familiar with the progress and quality of the Work in accordance with the Contract Documents. On the basis of on-site observations by the Director or his/her designee, they will keep the Owner informed of the progress of the Work and will endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor. The Director or his/her designee will not be required to make exhaustive or continuous on- site inspections to check the quality or quantity of the Work. The Director or his/her designee will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work and will not be responsible for the Contractor's failure to carry out the Work in accordance with Contract Documents.

4. Based on such observations and the Contractor's Application for Payment, the Director or his/her designee will determine the amounts owed to the Contractor and will issue Certificates for.

5. The Director or his/her designee will be, in the first instance, the interpreter of the requirements of the Contract Documents. The Director will make decisions on all claims and disputes between the Owner and Contractor.

6. The Director or his/her designee will have the authority to reject Work which does not conform to the Contract Documents.

(E) OWNER

The Owner shall issue all instructions to the Contractor through the Director or his/her designee.

(F) CONTRACTOR

1. The Contractor shall supervise and direct the Work, using their best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

2. Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work.

3. The Contractor warrants to the Owner that all materials and equipment incorporated in the work will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards may be considered defective.

4. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, orders of any public authority bearing on the performance of Work and shall notify the Director or his/her designee if the Drawings and Specifications are at variance therewith.

5. The Contractor shall be responsible for the acts and omissions of all their employees and all Subcontractors, their agents and employees and all other persons performing any of the Work under a contract with the Contractor.

6. The Contractor shall review, stamp with their approval and submit all samples and shop drawings as directed for approval of the Director or designee for conformance with the design concept and with the information given in the Contract Documents. The Work shall be in accordance with approved samples and shop drawings.

7. The Contractor shall at all times keep the premises free from the accumulation of waste materials or rubbish caused by their operations. At the completion of the Work they shall remove all their waste materials and rubbish from and about the Project as well as their tools, construction equipment, machinery and surplus materials and shall clean all glass surfaces and shall leave the Work "broom clean" or its equivalent, except as otherwise specified.

(G) SUBCONTRACTS

Subcontractor is a person who has a direct contract with the Contractor to perform any of the work at the site.

1. Unless otherwise specified in the Contract Documents or in the Instructions to Bidders, the Contractor, as soon as practicable after the award of the Contract, shall furnish to the Director or designee in writing, a list of the names of Subcontractors proposed for the principal portions of the Work. The Contractor shall not employ any Subcontractor to whom the Director or designee or the Owner may have a reasonable objection.

2. Contracts between the Contractor and the Subcontractor shall be in accordance with the terms of this Agreement and shall include the General Conditions of this Agreement insofar as applicable.

3. Labor Harmony: By executing a contract, the Contractor certifies that the contractor is able to furnish labor that can work in harmony with all other elements or labor employed or to be employed in the work.

(H) CONTRACT DURATION

All time limits stated in the Contract Documents are of the essence of the Contract.

If the Contractor is delayed at any time in the progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in transportation, unavoidable casualties, causes beyond the Contractor's control, or by any cause which the Director or his/her designee may determine justified the delay, then the Contract duration shall be extended by Change Order for such reasonable time as the Director or his/her designee or Owner or both may determine.

(I) PAYMENTS

1. Method of Payment to Contractor

1.1 The Contractor shall make monthly estimates of the materials complete in place and the amount of work performed in accordance with the Contract.

1.2 The estimates will be itemized on the sheets provided for review and approval by the Director or his/her designee and submitted prior to the twentieth of each month during the construction period. Each estimate will show the total value of the work done to date, the total money due the Contractor since the previous estimate and the money paid the Contractor to date. This estimate will be considered approximate only and shall be subject to correction on subsequent estimates.

1.3 Five (5%) percent of all payments due the Contractor for work done and materials furnished will be withheld until final completion of the work under the provisions of M.G.L. c. 30, § 39G.

1.4 The acceptance by the Contractor of the final payment, including the retainage of five (5) percent, shall operate as a release to the Town of all claims and all liabilities to the Contractor for all work done or materials furnished in connection with the Contract. Final payment shall be as provided in M.G.L. c. 30,§ 39G. The payment to the Contractor of said final payment does not, however, release them or their sureties from any obligation under this Contract.

2. Town's Right to Withhold Payments

2.1 The Town may withhold from the Contractor so much of any approved payment due them as may in the judgment of the Director or his/her designee be necessary:

2.2 To assure payments of just claims then due and unpaid of any persons supplying labor or materials for the work;

2.3 To protect the Town from loss due to defective work not remedied; or,

2.4 To protect the Town from loss due to injury to persons or damage to the work or property of other contractors, subcontractors or others, caused by acts or neglect of the Contractor or their sub-contractors.

2.5 The Town shall have the right as agent for the Contractor to apply any such amounts so withheld in such

manner as the Town may deem proper to satisfy such claims or to secure such protection.

2.6 No payments shall be made to the Contractor by the Town until all payroll and workforce records for the period of the application have been submitted to the Town.

3. Measurement and Quantities

3.1 It is estimated that the quantity of materials mentioned in the Invitation for Bid will be required, but this amount shall not control the performance of this Contract, and the Contractor shall be bound hereunder whether or not such estimate is even approximately correct.

3.2 The Town reserves the right to limit the prosecution of the work to such points, and in such order as the Town may direct

3.3 The Town reserves the right to eliminate any portion of the work, so as to bring the total expenditure within the amount available for the project.

3.4 The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the Contract shall be selected by the Director or his/her designee.

4. Final Payments

4.1 Final payments shall not be due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner indemnifying him against any lien.

4.2 The making of final payments shall constitute a waiver of all claims by the Owner except those arising from 1) unsettled liens, 2) faulty or defective Work appearing after Substantial Completion, 3) failure of the Work to comply with the requirements of the Contract Documents, or 4) terms of any special guarantee required by the Contract Documents. The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and still unsettled.

(J) PROTECTION OF PERSONS AND PROPERTY

1. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. They shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to 1) all employees on the Work and other persons who may be affected thereby; 2) all the Work and all the materials and equipment to be Incorporated therein; and 3) other property at the site or adjacent thereto. The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss0.

2. All damage or loss to any property caused in whole or in part by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the Contractor, except damage or loss attributable to faulty Drawings or Specifications or to the acts or omissions of the Owner or Director or his/her designee or anyone employed by either of them or for whose acts either of them may be liable but which are not attributable to the fault or negligence of the Contractor.

(K) INSURANCE REQUIRMENTS

Insurers shall be licensed and registered in accordance with Massachusetts General Laws. Policies shall indemnify against loss with no deductible amount. Policies shall not contain any provision for Contractor self-insurance. The limits of the several kinds of liability insurance required for this Contract, in addition to insurance for Workmen's Compensation and Traffic police, are listed as follows:

Public Liability	$1,000,000/$2,000,000
Property Damage Liability	$1,000,000/$2,000,000
Protective Public Liability	$1,000,000/$2,000,000
Protective Property Damage Liability	$1,000,000/$2,000,000

The limits of the several kinds of liability insurance required for this Contract, in addition to insurance for Workmen's Compensation and Traffic police, are listed as follows:

(L) CHANGES IN THE WORK

1. The Owner without invalidating the Contract may order Changes in the Work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly.

2. All such changes in the Work shall be authorized by written Change Order signed by the Owner as their duly authorized agent.

3. The Contract Sum and the Contract Time may be changed only by written Change Order.

4. The cost or credit to the Owner from a Change in the Work shall be determined by mutual agreement.

(M) CORRECTION OF WORK

The Contractor shall correct any Work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the Work, and shall remedy any defects due to faulty materials, equipment or workmanship which appear within a period of one year from the Date of Substantial Completion of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Document. The provisions of this Paragraph apply to Work done by subcontractors as well as to Work done by direct employees of the Contractor.

(N) TRAFFIC CONTROL AND BARRICADES

5.1 Contractor shall coordinate with the police and fire departments and shall initiate all measures to include erection of barricades, to insure the safety of vehicular and pedestrian traffic in the area adjacent to construction.

5.2 No excavation shall be left open overnight.

5.3 Contractor shall obtain the required permits and notify the Town 24 hours in advance of any pavement cut and shall at that time supply any estimate of the duration of work involving disruption of traffic.

5.4 Any paving cuts left overnight shall be marked with approved warning devices and comply with the latest version of the manual on Uniform Traffic Control Devices (MUTCD).

5.5 Refer to Standard Specification Section 850 for general policy and description of warning devices.

(O) ROAD OPENING/TRENCH PERMIT

The Contractor, if required, shall apply to the Town for an Excavation License with the Town and is required to secure a Street Opening Permit at least 24 hours in advance of commencement of work in the Town right-of-way or on Town property. A form for this purpose can be obtained from the Department of Public Works Administration and Town Administration.

(P) NOTIFICATION OF UTILITIES

In accordance with Chapter 502 of the Acts of 1980, the Contractor shall notify the applicable utilities 72 hours, Saturdays, Sundays and holidays excluded prior to commencing work on the site. Evidence of this notification must be furnished to the Town in order to obtain the road opening permit of paragraph 14, Section III.

Before commencing work on service connections, the Contractor shall be responsible for contacting the National Grid Electric Company to obtain construction requirements, standards, and to give adequate notice of commencement of work. The Contractor's attention is further directed to the requirements of Work in the Immediate Vicinity of Certain Underground Structures and Utility Poles herein included in these Special Provisions.

The following are the names of owners of the principal utilities affected, but completeness of this list is not guaranteed by the Town:

MASSACHUSETTS STATE POLICE
83 North Liberty Street Nantucket, MA 02554
508-228-0706

NANTUCKET WATER DEPARTMENT
(formerly WANNACOMET WATER COMPANY)
1 Milestone Road
Nantucket, MA 02554
Contact: Mark Willett, Director 508-228-0022

NANTUCKET SEWER DEPARTMENT
81 South Shore Road Nantucket, MA 02554
Contact: David Gray, Director 508-228-7200 ext 7801

NANTUCKET PUBLIC WORKS
188 Madaket Road
Nantucket, MA 02554
Contact: Andrew Patnode, Director 508-228-7200 ext 7512

NANTUCKET FIRE DEPARTMENT
4 Fairgrounds Road
Nantucket, MA 02554
Contact: Chief Michael Cranson 508-228-7200 ext 3110

NANTUCKET POLICE DEPARTMENT
4 Fairgrounds Road

Nantucket, MA 02554
Contact: Chief Jody Kasper 508-228-1212

VERIZON
44 Old Townhouse Road South Yarmouth, MA 02664
508-398-5754

NATIONAL GRID ELECTRIC COMPANY
2 Windy Way
Nantucket, MA 02554
508-325-8000

COMCAST
1 Monomoy Road
Nantucket, MA 02554.
888-633-4266

IV. QUALITY OF WORK

All work is to be quality work and shall be performed according to the standards of the industry and according to the plans, directions and instructions as presented by the authorized representatives of the Town of Nantucket and must meet all state and Town Building Codes.

V. QUALITY REQUIREMENT

Quality Requirements are yes or no standards that are applied to this bid and essential for the contract. If the contractor does not meet a quality requirement the bid will be rejected as non-responsive and will be eliminated from further consideration.

1. Bidders must provide all of the items described in Section III and comply with all of the bid submission requirements listed in Section I & Section II.

2. Contractor must have been regularly and actively engaged in the asphalt paving business, operating under the same business name and business organization structure; and performing the type of work described above under "SCOPE OF WORK" for a minimum of two (2) years.

3. Contractor must be prequalified by MassDOT and must be listed on the Official Contractor Bid List issued by MassDOT.

4. Contractor shall be registered as a business with the office of the secretary of commonwealth in the business category of roadway/highway resurfacing, paving or similar category directly related to the work required.

5. The contractor shall have sufficient labor and equipment available to perform the work at the time of the bid opening. Additional qualifications and equipment requirements are included in the specifications.

VI. REFERENCES

Bidders must provide a complete list of municipal customers who it provided services for in the past three years. Reference information must include Company/Government Name, Contact Person, Current Phone Number, Fax Number and date of purchases. Poor references may be a basis for determining that a bidder is not responsible.

VII. RULE FOR AWARD

One contract will be awarded to the responsive and responsible MassDOT pre-qualified bidder offering the lowest GRAND TOTAL price for labor and materials combined for all items listed combined, considering the estimated number of ton, linear foot & square yard (SUM OF ALL BID ITEM QUANTITY X UNIT BID PRICE).

The quantities listed on the Bid Sheet for all unit bid items is intended for the purpose of determining the low bid. It is an estimated number not a guarantee of the quantity for the item and is not meant to hold the town to a specific amount of work. Actual number of bid item quantities on the contract may be higher or lower than the number stated.

In the event of a tie the Town will conduct a "drawing of straws" to determine the award with the lowest straw being the winner. The Town reserves the right to reject any and all bids if it determines that it is in the best interest to do so.

Subject to the requirements of chapter 29, section 8b of the general laws, each prospective bidder proposing to bid on any work to be awarded by a municipality under the provisions of section 34 of chapter 90 must be prequalified in accordance with 720 cmr 5.00, "prequalification of contractors".

VIII. BASIS OF COMPENSATION

This is a per unit contract respectively. There will be no reimbursable expenses. Any and all expenses related to the work will be included in the unit bid price for each bid item as described in the 2023 MassDOT Standard Specifications for Highways and Bridges, including MassDOT supplements or revisions, MassDOT Qualified Construction Materials List (QCML), MassDOT Special Provisions for Price Adjustments, and the Town of Nantucket Technical Specifications (section IX) included in this bid.

For reference: MassDOT current contract price adjustments | Mass.gov

Price Adjustment of Liquid Asphalt:
This Price Adjustment shall follow the MassDOT Special Provisions, Document 00811, or latest version. For reference: DOCUMENT 00812

The Base Price for Liquid Asphalt for FY2027 shall be $712.50 per Liquid Ton. *(updated September 2026)*

5. Price Adjustment of Portland Cement:

This Price Adjustment shall follow the MassDOT Special Provisions, Document 00814, or latest version. For reference: SPECIAL PROVISIONS PRICE ADJUSTMENT FOR PORTLAND CEMENT CONCRETE MIXES

The Base Price for Portland Cement for FY2027 shall be $452.13 per Ton. *(Updated September 2026).*

IX. TERM OF CONTRACT

This successful bidder shall complete the construction of the project by May 28, 2027.

EXHIBIT A – BID RESPONSE FORM

LUMP SUM BID:

The undersigned proposes to the Town of Nantucket the contract price specified below for the specifications contained herein.

Bid amount in words: _____

Bid amount in numbers: $_____

Name of general bidder: _____

FEIN or SSN: _____

Address of bidder: _____

Telephone number of bidder: _____

Bidder's signature: _____

Date: _____

NOTE: If the bidder is a corporation, indicate state of incorporation under signature and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address.

Insurance Required:

(a) Workers' Compensation, covering the obligations of the CONTRACTOR in accordance with applicable Workers' Compensation or Benefits laws.

(b) Commercial General Liability Insurance on an occurrence basis with a combined single limit of not less than $1 million. Coverage is to include premises and operations, coverage for liability of subcontractors. The policy shall contain an endorsement stating that the aggregate limits will apply separately to the work being performed under this Agreement.

(c) Automobile Liability Insurance of not less than $1 million combined single limit covering owned, hired and non-hired vehicle use.

END OF EXHIBIT A

EXHBIT B – BID PRICE FORM: NEWTOWN ROAD IMPROVEMENTS

PAY ITEM	QUANT	UNIT	DESCRIPTION	Unit Price	Amount
SECTION 100: Earthwork					
102.02	1	LS	Selective Clearing and Thinning		
102.511	8	EA	Tree Protection – Armoring & Pruning		
102.521	100	FT	Tree and Plant Protection Fence		
103	4	EA	Tree Removed – Diameter Under 24 Inches		
120.1	1,010	CY	Unclassified Excavation		
141.1	40	CY	Test Pit for Exploration		
146.	8	EA	Drainage Structure Removed		
151.	390	CY	Gravel Borrow		
151.2	170	CY	Gravel Borrow for Backfilling Structures and Pipes		
156.	45	CY	Crushed Stone (for Pipe Bedding and/or Revetment Foundations)		
170.	4,660	SY	Fine Grading and Compacting – Subgrade Areas		
SECTION 200 Drainage					
201.	8	EA	Catch Basin – Precast Concrete		
205.	8	EA	Leaching Basin		
220.	11	EA	Drainage Structure Adjusted		
220.5	3	EA	Drainage Structure Remodeled		
220.7	5	EA	Sanitary Sewer Structure Adjusted		

220.990	5	EA	Sanitary Sewer Structure Remodeled		
222.3	16	EA	Frame and Grate (or Cover) Municipal Standard		
223.2	8	EA	Frame and Grate (or Cover) Removed and Discarded		
227.4	30	SF	Masonry Plug		
241.12	50	FT	12-inch Reinforced Concrete Pipe Class III		
SECTION 300: Water Systems					
357.	1	EA	Gate Box		
358.	2	EA	Gate Box Adjusted		
382.	1	EA	Meter Box		
382.1	4	EA	Meter Box Removed and Reset		
382.3	5	EA	Meter Box Adjusted		
SECTION 400: Sub-base, Base, Pavements and Berms					
402.	10	CY	Dense Graded Crushed Stone for Sub-Base		
403.	3,090	SY	Reclaimed Pavement for Base Course and/or Sub-base		
440.	9,250	LB	Calcium Chloride for Roadway Dust Control		
443.	2	MGL	Water for Roadway Dust Control		
450.23	350	TON	Superpave Surface Course – 12.5 (SSC – 12.5)		
450.32	520	TON	Superpave Intermediate Course – 19.0 (SIC – 19.0)		
451.	50	TON	HMA for Patching		
452.	450	GAL	Asphalt Emulsion for Tack Coat		

453.	1,800	FT	HMA Joint Adhesive		
SECTION 500: Curb and Edging					
504.	670	FT	Granite Curb Type VA4 - Straight		
504.1	100	FT	Granite Curb Type VA4 – Curved		
509.	160	FT	Granite Transition Curb for Pedestrian Curb Ramps - Straight		
509.1	40	FT	Granite Transition Curb for Pedestrian Curb Ramps - Curved		
SECTION 600: Fences					
656.	760	FT	Split Rail Fence		
669.	300	FT	Fence Removed and Stacked		
697.1	16	EA	Silt Sack		
SECTION 700: Incidental Work					
701.	5	SY	Cement Concrete Sidewalk		
701.1	5	SY	Cement Concrete Sidewalk at Driveways		
701.2	40	SY	Cement Concrete Pedestrian Curb Ramp		
702.	340	TON	Hot Mix Asphalt Sidewalk or Driveway		
706.8	20	SY	Miscellaneous Surface Walkway or Driveway Removed & Reset		
715.	28	EA	Rural Mailbox Removed and Reset		
751.	110	CY	Loam for Roadsides		
765.	920	SY	Seeding		
767.6	10	CY	Aged Pine Bark Mulch		
SECTION 800: Traffic Control					

832.	115	SF	Warning-Regulatory and Route Marker – Alum. Panel (Type A)		
847.1	20	EA	Sign Sup (N/Guide)+Route Mkr W/1 Brkway Post Assem. – Steel		
852.01	1	LS	Temporary Traffic Control		
850.41	100	HR	Roadway Flagger		
864.04	80	SF	Pavement Arrows and Legends Reflectorized White (Thermoplastic)		
866.112	400	FT	12 Inch Reflectorized White Line (Thermoplastic)		
867.104	2,500	FT	4 Inch Reflectorized Yellow Line (Thermoplastic)		
874.2	4	EA	Traffic Sign Removed and Reset		
874.4	4	EA	Traffic Sign Removed and Stacked		
			Bid Total	$	

END OF EXHIBIT B

EXHBIT C – CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

_____

Signature of person signing bid or proposal Date

_____

Please Print Name

_____

Name of Business

END OF EXHIBIT C

EXHIBIT D – TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Federal Employer ID Number	Name of Corporation
	President's Signature Date
	Please Print Name

END OF EXHIBIT D

EXHIBIT E – SAMPLE TOWN OF NANTUCKET AGREEMENT

STANDARD TON AGREEMENT – AWARDED BIDDER WILL BE ASKED TO SIGN

Contract No. _____

PO No. _____

Vendor No. _____

Town of Nantucket

AGREEMENT BETWEEN THE TOWN OF NANTUCKET AND XXXXXXXXXXXX

THIS AGREEMENT made effective _____, 2023, by and between the **TOWN OF NANTUCKET, MASSACHUSETTS**, a municipal corporation, acting by and through its Town Administration, with offices at Town Hall, Nantucket, Massachusetts 02554 (hereinafter called the "TOWN"), and **XXXXXXXXX** whose principal office address and state of incorporation are as set forth on Exhibit A (hereinafter called the "CONTRACTOR").

RECITALS

WHEREAS, the TOWN desires to retain the CONTRACTOR to provide certain services for the TOWN, as described below, and the CONTRACTOR is willing to accept such engagement, all on the terms hereinafter set forth,

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1 - ENGAGEMENT OF THE CONTRACTOR

1.1 The TOWN hereby engages the CONTRACTOR, and the CONTRACTOR hereby accepts the engagement to perform certain services for the TOWN, as described in Article 2.

1.2. In the performance of any service under this Agreement, the CONTRACTOR acts at all times as an independent contractor. There is no relationship of employment or agency between the TOWN, on the one hand, and the CONTRACTOR, on the other, and the TOWN shall not have or exercise any control or direction over the method by which the CONTRACTOR performs its work or functions aside from such control or directions which are consistent with the independent contractor relationship contemplated in the Agreement.

ARTICLE 2 - SERVICES OF THE CONTRACTOR

2.1 The CONTRACTOR will perform the services described in the Scope of Services set forth on Exhibit A (the "Work").

2.2 The CONTRACTOR shall report, and be responsible, to the TOWN and its designee (if any) as set forth on Exhibit A.

2.3 There shall be no amendment to the Scope of Services or Work provided for in this Agreement without

the written approval of the TOWN. The TOWN shall be under no obligation to pay for any services performed by the CONTRACTOR which are not explicitly agreed to by the TOWN in writing.

STANDARD TON AGREEMENT – AWARDED BIDDER WILL BE ASKED TO SIGN

2.4 The CONTRACTOR represents and warrants to the TOWN that the CONTRACTOR (including all of its personnel, whether employees, agents or independent contractors) will be qualified and duly licensed (if necessary) to perform the services required by this Agreement and further agrees to perform its services in a professional manner, and in accordance with the reasonable standard of care implied by law and all applicable local, state or federal ordinances, laws, rules and regulations, all of which are incorporated herein by reference. The CONTRACTOR will obtain and pay for any and all permits, bonds and other items required for the proper and legal performance of the Work.

2.5 The CONTRACTOR represents and warrants to the TOWN that it is not a party to any agreement contract or understanding which would in any way restricts or prohibits it from undertaking or performing its obligations hereunder in accordance with the terms and conditions of this Agreement.

2.6 All written materials and any other documents (whether in the form of "hard" copies, graphics, magnetic media or otherwise) which are received and produced by the CONTRACTOR pursuant to this Agreement shall be deemed to be "work for hire" and shall be and become the property of the TOWN upon the receipt and production of such items by the CONTRACTOR. The TOWN acknowledges that such materials are being prepared with respect to the specific project contemplated hereby and that any reuse of such materials by the TOWN in connection with any other project shall be at the TOWN's sole risk, unless otherwise agreed to by the CONTRACTOR in writing.

2.7 The CONTRACTOR shall be responsible for the professional and technical accuracy, and for the coordination, of all designs, drawings, specifications, estimates and other work or services furnished by CONTRACTOR or its consultants and subcontractors. The CONTRACTOR shall perform its work under this Agreement in such a competent and professional manner that detail checking and reviewing by the TOWN shall not be necessary. The CONTRACTOR shall supervise and direct the Work, using its best skills and attention, which shall not be less than such state of skill and attention generally rendered by the design and engineering profession for projects similar to the subject project in scope, difficulty and location.

2.8 The CONTRACTOR shall not use any subcontractors or sub-consultants (not identified herein) for any work required under this Agreement unless such use has been approved in advance in writing by the TOWN.

2.9 Notwithstanding anything to the contrary in this Agreement, the CONTRACTOR shall not be relieved of its obligations under this Agreement by the TOWN's performance, or failure to perform, any of the TOWN's administrative duties under this Agreement, including, but not limited to, the TOWN's review and/or approval of plans, estimates, programs, documents, materials, work and services furnished by CONTRACTOR.

ARTICLE 3 - PERIOD OF SERVICES

3.1 Unless otherwise provided on Exhibit A, the term of this Agreement shall commence on the date hereof and continue until the Work is completed to the TOWN's reasonable satisfaction.

3.2 The CONTRACTOR shall proceed with the Work promptly after receiving Notice to Proceed and will diligently and faithfully prosecute the Work to completion in accordance with the provisions hereof. In any event, the Work shall be completed no later than the date set forth on Exhibit A. The CONTRACTOR acknowledges that time is of the essence of this Agreement.

3.3 If the CONTRACTOR is delayed in the performance of any of its obligations under this Agreement by

the occurrence of an unforeseen event beyond its control such as fire or other casualty, abnormal adverse weather conditions, acts of God (collectively, "Unavoidable Events") which materially and adversely affect its ability to perform the Work, then the time for the CONTRACTOR to perform the Work shall be extended for such time as the TOWN shall reasonably determine is necessary to permit the CONTRACTOR to perform in light of the effects *STANDARD TON AGREEMENT – AWARDED BIDDER WILL BE ASKED TO SIGN* of the Unavoidable Event.

If an Unavoidable Event occurs which, in the TOWN's reasonable determination, makes the performance of the Agreement impossible without the expenditure of additional TOWN funds, the TOWN may, at its option, elect to terminate this Agreement upon thirty (30) days written notice.

ARTICLE 4 - PAYMENTS TO THE CONTRACTOR

4.1 The compensation due to the CONTRACTOR shall be paid in the amounts, and in the manner, set forth on Exhibit B, attached hereto.

4.2 The CONTRACTOR will bill the TOWN at the completion of the work unless otherwise provided on Exhibit B, with one or more invoices broken down to show the quantity of work performed and the percentage of the entire project completed, categories and amount of reimbursable expenses (if any), and provide such supporting data as may be required by the TOWN.

4.3 The TOWN will pay the CONTRACTOR upon review and approval of such invoices by the TOWN or its designee.

4.4 This engagement may be subject to budgetary restrictions which may limit the total amount of funds available for the Work. Accordingly, unless otherwise stated on Exhibit B, the TOWN will not be obligated to pay any amount in excess of the maximum project amount without the express written approval of the TOWN.

4.5 The CONTRACTOR and its sub-contractors shall not be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by the CONTRACTOR in the preparation of the documents, as reasonably determined by the TOWN.

ARTICLE 5 – TERMINATION

5.1 This Agreement may be terminated, with cause, by either the TOWN or CONTRACTOR, upon written notice given by the non-defaulting party. For the purposes of this provision, "cause" shall include the failure of a party to fulfill its material duties hereunder in a timely and proper manner.

5.2 The TOWN shall have the right to terminate this Agreement for its convenience and without cause upon ten (10) days written notice.

5.3 Following termination of this Agreement, the parties shall be relieved of all further obligations hereunder except:

(a) unless the TOWN terminates for cause under paragraph 5.1, in which event the TOWN shall be under no obligation to make any payments to CONTRACTOR except for those services satisfactorily provided, the TOWN shall remain responsible for payments for the services satisfactorily performed and, unless this Agreement is for a lump-sum, expenses of CONTRACTOR reasonably accrued prior to the effective date of the

notice of termination in compliance with this Agreement (less the value of any claims of the TOWN), all as determined by the TOWN in its sole discretion, but for no other amounts, including, without limitation, claims for lost profits on Work not performed; and

(b) The CONTRACTOR shall remain liable for any damages, expenses or liabilities arising under this Agreement (including its indemnity obligations) with respect to WORK performed pursuant to the Agreement.

STANDARD TON AGREEMENT – AWARDED BIDDER WILL BE ASKED TO SIGN

ARTICLE 6 - INSURANCE AND INDEMNIFICATION

6.1 The CONTRACTOR agrees to indemnify and save the TOWN harmless from any and all manner of suits, claims, or demands arising out of any errors, omissions or negligence by CONTRACTOR (including all its employees, agents and independent contractors) in performing the Work, or any breach of the terms of this Agreement by such CONTRACTOR and shall reimburse the TOWN for any and all costs, damages and expenses, including reasonable attorney's fees, which the TOWN pays or becomes obligated to pay, by reason of such activities, or breach. The provisions of this Section 6.1 shall be in addition to, and shall not be construed as a limitation on, any other legal rights of the TOWN with respect to the CONTRACTOR, in connection with this Agreement, and shall survive termination or expiration of this Agreement.

6.2 Before commencing work the CONTRACTOR shall obtain and maintain at its expense and from insurance companies of a Best Rating of A or better, which are licensed to do business in the Commonwealth of Massachusetts, insurance as set forth below. If the CONTRACTOR is permitted to sub-contract a material portion of the Work, or is otherwise identifying a third party to perform services for the Town, the CONTRACTOR shall assure that such sub-contractor or other third party also has such insurance.

(a) Workers' Compensation, covering the obligations of the CONTRACTOR in accordance with applicable Workers' Compensation or Benefits laws.

(b) Commercial General Liability Insurance on an occurrence basis with a combined single limit of not less than $1 million. Coverage is to include premises and operations, coverage for liability of subcontractors. The policy shall contain an endorsement stating that the aggregate limits will apply separately to the work being performed under this Agreement.

(c) Automobile Liability Insurance of not less than $1 million combined single limit covering owned, hired and non-hired vehicle use.

(d) Errors and Omissions Insurance of not less than $2 million per claim. The coverage shall be in force from the date of execution of the Agreement to the date when all design and construction work is completed and accepted by the TOWN, unless, however, the policy is a “claims made policy,” in which event the policy shall remain effective and in full force for a period of six (6) years after completion of all design and construction work relating to the engagement.

(e) Such additional insurance as may be required to be carried by the CONTRACTOR by law.

(f) Such additional insurance as the TOWN may reasonably require, as set forth on Exhibit A.

6.3 CONTRACTOR shall maintain such insurance during the term of Agreement and give the TOWN twenty (20) days written notice of any change or cancellation of coverage. Each insurer providing policies hereunder shall waive its rights to subrogate claims against the TOWN. The TOWN will be added as an additional named insured with respect to each such policy and such endorsement shall be reflected on a Certificate of Insurance to be

delivered to the TOWN upon the execution of this Agreement and at such times thereafter as the TOWN may reasonably request.

ARTICLE 7 - GENERAL PROVISIONS

7.1 Upon the expiration or the termination of this Agreement for any reason, all data, drawings, specifications, reports, estimates, summaries and other work product which have been accumulated, developed or prepared by the CONTRACTOR (whether completed or in process) shall become the property of the TOWN upon payment for such to the CONTRACTOR and the CONTRACTOR shall immediately deliver or otherwise make available all such material to the TOWN.

STANDARD TON AGREEMENT – AWARDED BIDDER WILL BE ASKED TO SIGN

7.2 Neither party may assign, transfer or otherwise dispose of this Agreement or any of its rights hereunder or otherwise delegate any of its duties hereunder without the prior written consent of the other party, and any such attempted assignment or other disposition without such consent shall be null and void and of no force and effect.

7.3 Except as otherwise expressly provided in this Agreement, any decision or action made by the TOWN relating to this Agreement, its operation, amendment or termination, shall be made by the Board, Committee or Authority of the TOWN specified in the initial paragraph of this Agreement, unless specifically authorized or delegated by a lawful vote of such body.

7.4 This Agreement, together with Exhibit A (Contractor, Scope of Work, Term), Exhibit B (Payments), and Exhibit C (Tax Compliance Certificate), and any additional exhibits referred to therein, constitute the entire agreement of TOWN and CONTRACTOR with respect to the matters set forth therein and may not be changed, amended, modified or terms waived except by a writing signed by TOWN and CONTRACTOR. If there is any conflict among the terms set forth in the body of this Agreement and the terms or provisions set forth in Exhibit A or Exhibit B, or in any other attachment hereto, or in any other document or law incorporated by reference herein, such conflict shall be resolved by giving precedence to the party's address above by certified mail, return receipt requested Terms or provisions contained in the following documents in accordance with the following hierarchy, with the topmost document of the highest priority:

A. Applicable federal, state and local laws, rules and regulations.
B. Amendments to this Agreement, if any.
C. Exhibits A and B.
D. This Agreement.
E. Any other attachments to this Agreement.

To the extent the conflict is not resolved by applying the above hierarchy, the conflict shall be resolved in a manner that results in the highest quantity and best quality of goods and services to the TOWN.

7.5 This Agreement is governed by the law of The Commonwealth of Massachusetts and shall be construed in accordance therewith. The parties agree that exclusive jurisdiction for any action arising out of or relating to this Agreement shall lie with the state and federal courts having jurisdiction over the county and state in which the Town is located and the parties hereby irrevocably waive, to the fullest extent permitted by law, any objection which they may now or hereafter have to the venue of any proceeding brought in such location and further irrevocably waive any claims that any such proceeding has been brought in an inconvenient forum.

7.6 Any notices required or allowed shall be to the person's address above by certified mail, return receipt requested.

7.7 Notwithstanding anything to the contrary in this Agreement, this Agreement is subject to the appropriation and availability of funds.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

CONTRACTOR:	TOWN OF NANTUCKET, MASSACHUSETTS:
Name President	C. Elizabeth Gibson Town Manager

Funding Org/Obj:

_____

Approved as to Funds Available:

Purchase Order # _____

Brian E. Turbitt, Director of Municipal Finance or
Maryia Basheva, Assistant Town Accountant

_____

END OF GENERAL TERM & CONDITIONS
EXHIBIT APPEARS ON FOLLOWING PAGES

_____

CONTRACT EXHIBIT A
CONTRACTOR, SCOPE OF WORK, TERM

1. Name of Contractor:
2. State of Incorporation:
3. Principal Office Address:
4. Description of Services:
5. Person, Department, or Committee, if any, to whom CONTRACTOR reports (§ 2.2):
6. Term of Agreement (§3.1):
7. Completion Date (§3.2):
8. Additional Insurance Coverage (§6.2(e)):

AGREEMENT EXHIBIT B
PAYMENTS

1. Lump Sum Method

a. Maximum Project Amount:

b. **Payment Increments**: CONTRACTOR shall submit monthly invoices based on a percentage of work complete work as delineated in a progress report accompanying each invoice for approval and processing by the TOWN.

c. Reimbursable Expenses (if any): None.

CONTRACT EXHIBIT C
TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

_____
Federal Employer Identification Number

_____
Name:

_____
Date

CONTRACT EXHIBIT D
CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

_____
Signature of person signing bid or contract

_____
Name of Business

_____
Date

STANDARD TON AGREEMENT – AWARDED BIDDER WILL BE ASKED TO SIGN

CONTRACT EXHIBIT E
CERTIFICATE BY CORPORATION TO SIGN CONTRACT

At a duly authorized meeting of the Board of Directors of the

_____ held on _____
(Name of Corporation) (Date)

At which all the Directors were present or waived notice, it was voted that,

_____ _____
(Name) (Officer)

of this Company, (s)he hereby is authorized to execute contracts and bonds in the name and behalf of said company, and affix its Corporate Seal thereto, and such execution of any Contract or obligation in this Company's name on its behalf by such

_____ under seal of the company, shall be valid and
(Officer) binding upon this company.

A TRUE COPY,
ATTEST: _____
(Corporate Clerk)

PLACE OF BUSINESS: _____

DATE OF THIS CONTRACT: _____

I hereby certify that I am the Clerk of the _____
(Name of Corporation)

and that _____ is the duly elected
(Name)
_____ of said company, and the vote has not been
(Title)
amended or rescinded and remains in full force and effect as of the date of this Contract.

_____ _____
(Corporate Clerk) (Corporate Seal)

END OF EXHBIT E – SAMPLE TOWN OF NANTUCKET AGREEMENT

EXHBIT H – REFERENCE LIST

Provide here specific project names, each of which identifies a project whose references and description are provided in the "Relevant Experience and Similar Projects" section of the proposal: contact name, company name, address, and telephone number

Project/Contract Name Page# in proposal with Description	Client/Company Name	Address	Phone

END OF EXHIBIT F

EXHBIT G – NOTICE TO PRODEED SAMPLE DOCUMENT

Town of Nantucket

NOTICE TO PROCEED

VICTOR BRANDON CORPORATION

Type of Project:

Re-construction Bartlett Road multi-use path excavating, gravelling, binder pavement

Name of Street:

Bartlett Road

Length: 3000 feet

Width: 10 feet

Approximate Tonnage: 180

Start date: 6/1/16

Finish date: 6/3/16

Contractor agrees to stay within 5% ± of the specified total tonnage or as agreed upon before work proceeds.

Director, Public Works

Contractor

Date

Date

16 Broad Street • Nantucket MA, 02554 • (508) 228-7255 • Fax (508) 228-7272

END OF EXHIBIT G

WEEKLY PAYROLL RECORDS REPORT & STATEMENT OF COMPLIANCE

In accordance with Massachusetts General Law c149, section 27B, a true and accurate record must be kept of all persons employed on the public works construction project for which the enclosed rates have been provided. The *Weekly Payroll Report Form* includes all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the project.

In addition, every contractor and subcontractor is required to submit a copy of their weekly payroll records to the awarding authority. This is required to be done on a weekly basis. Once collected, the awarding authority is also required to preserve those records for three years.

In addition, each such contractor, subcontractor or public body shall furnish to the Executive Office of Labor within fifteen days after completion of its portion of the work a statement, executed by the contractor, subcontractor or public body who supervises the payment of wages, in the following form:

STATEMENT OF COMPLIANCE

Date:_____/_____/ 20____

I,_____,_____

(Name of signatory party) (Title)

do hereby state:

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

_____ on the _____

(Contractor, subcontractor or public body) (Building or project)

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 _____

Town of Nantucket ▪ Procurement Office
37 Washington St. ▪ Nantucket, MA 02554 ▪ 508-228-7200
MASSACHUSETTS WEEKLY CERTIFIED PAYROLL REPORT FORM

Company's Name:	Address:	Phone No.:		Payroll No.:
Employer's Signature:	**Title:**	**Contract No:**	**Tax Payer ID No.**	**Work Week Ending:**
Awarding Authority's Name:	**Public Works Project Name:**	**Public Works Project Location:**		**Min. Wage Rate Sheet No.**
General / Prime Contractor's Name:	**Subcontractor's Name:**		**"Employer" Hourly Fringe Benefit Contributions**	
				(B+C+D+E) (A x F)

Employee Name & Complete Address	Employee is OSHA 10 Certified (?)	Work Classification:	Appr. Rate (%)	Hours Worked Su.	Mo.	Tu.	We.	Th.	Fr.	Sa.	Project Hours (A) / All Other Hours	Hourly Base Wage (B)	Health & Welfare Insurance (C')	ERISA Pension Plan (D)	Supp. Unemp. (E)	Total Hourly Prev. Wage (F)	Project Gross Wages (G) / Total Gross Wages	Check No. (H)
	☐																	
	☐																	
	☐																	
	☐																	
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NOTE: Pursuant to MGL Ch. 149 s.27B, every contractor and subcontractor is required to submit a "true and accurate" copy of their weekly payroll records directly to the awarding authority. Failure to comply may result in the commencement of a criminal action or the issuance of a civil citation.

Date recieved by awarding authority
/ /

END OF EXHIBIT H

EXHBIT I – CERTIFICATE OF CORPORATE AUTHORITY

CERTIFICATE OF CORPORATE AUTHORITY

At a duly authorized meeting of the Board of Directors of _____
(Name of Corporation)

held on _____ it was VOTED that:
(Date)

_____ _____
(Name) (Title)

of this corporation, be and he/she hereby is authorized to submit bids and proposals, execute contracts, deeds and bonds in the name and on behalf of said corporation, and affix its corporate seal thereto; and such execution of any contract, deed or obligation in this corporation's name on its behalf by such _____ under seal of the company, shall be valid and binding upon this corporation.

A True Copy,

ATTEST: _____

TITLE: _____

PLACE OF BUSINESS: _____

_____

DATE OF THIS CERTIFICATE: _____

I hereby certify that I am the clerk of the _____
(Corporation)

that _____ is the duly elected _____ of
(Name) (Title)
said corporation, and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this Certification.

_____
(Clerk)

CORPORATE SEAL:

END OF EXHIBIT I

EXHIBIT J – LLC CERTIFICATE OF INCUMBENCY AND AUTHORITY

_____, MASSACHUSETTS

LLC CERTIFICATE OF INCUMBENCY AND AUTHORITY

_____, LLC

I, _____, do hereby certify that:

1. I am the duly elected and acting _____ of _____ LLC, a limited liability company organized and existing in good standing under the laws of the State of _____ (the "Company").

2. Attached hereto as Exhibit A is a true and correct copy of resolutions which were duly adopted by the members of the Company on _____, 20___.

3. The attached resolutions have not been amended, rescinded or modified and are in full forces and effect on the date hereof in the form originally adopted, and are in conformity with the Articles of Organization and Operating Agreement of the Company.

4. Attached hereto as Exhibit B is a true and correct copy of the Articles of Organization dated _____, 20___ and the Operating Agreement dated _____, 20___.

5. The attached Articles of Organization and Operating Agreement have not been amended, rescinded, or modified and are in full forces and effect on the date hereof.

6. The following person are the Authorized Officers of the Company in the capacities indicated, and the signatures set forth after their names and titles are their true and genuine signatures.

Name	Office	Signature
_____		
_____		
_____		

Witness, my signature and the seal of the Company this ___day of _____, 20__.

_____

Name:
Title:

END OF EXHIBIT J

EXHIBIT K – PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____

(Name of Contractor)

a _____hereinafter called "Principal" and
(Corporation, Partnership, Joint Venture or Individual)

_____of _____, State of _____
(Surety) (City & State)

_____hereinafter called the "Surety" and licensed by the State Division of Insurance to do business under the laws of the Commonwealth of Massachusetts, are held and firmly bound to the Town of Nantucket, Massachusetts, 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 heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Owner, dated the _____day of _____,

20____(the "Construction Contract"), for the construction described as follows: _____

_____.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of the Construction Contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under the Construction Contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the Surety's obligation under this Bond shall arise after (1) the Owner has declared the Principal in default of the Construction Contract or any provision thereof or (2) has declared that the Principal has failed, or is otherwise unable or unwilling, to execute the work consistent with, and in conformance to, the Construction Contract (collectively referred to as a "Contractor Default"). The determination of a Contractor Default shall be made solely by the Owner. The Owner need not terminate the Construction Contract to declare a Contractor Default or to invoke its rights under this Bond.

When the Surety's obligation under this Bond arises, the Surety, at its sole expense and at the consent and election of the Owner, shall promptly take one of the following steps: (1) arrange for the Principal to perform and complete the work of the Construction Contract: (2) arrange for a contractor other than the Principal to perform and complete the work of the Construction Contract; (3) reimburse the Owner, in a manner and at such time as the Owner shall decide, for all

costs and expenses incurred by the Owner in performing and completing the work of the Construction Contract. Surety will keep Owner reasonably informed of the progress, status and results of any investigation of any claim of the Owner.

If the Surety does not proceed as provided in this Bond with due diligence and all deliberate speed, the Surety shall be deemed to be in default of this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner.

After the Surety's obligation under this Bond arises, the Surety is obligated, to the limit of the amounts of this Bond, for (1) the correction of defective work and completion of the Construction Contract; (2) additional design, professional services, and legal costs, including attorneys' fees, resulting from the Contractor Default or from the default of the Surety under this Bond; (3) any additional work beyond the Construction Contract made necessary by the Contractor Default or default of the Surety under this Bond; (4) indemnification obligation of the Principal, if any, as provided in the Construction Contract; and (5) liquidated damages as provided in the Construction Contract, or if none are so specified, actual and foreseeable consequential damages resulting from the Contractor Default or default of the Surety under this Bond.

Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction in the Commonwealth of Massachusetts.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Construction Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way 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 Construction Contract or to the work or to the specifications.

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

By

_____ _____
(Principal Secretary)

_____

_____

_____
(Address-Zip Code)

_____ (SEAL)
Witness as to Principal

_____

_____
(Address-Zip Code)

ATTEST:

_____
Surety

_____ By _____
(Attorney-in-Fact)

_____

_____

(SEAL)

_____
Witness as to Surety

_____

_____
(Address-Zip Code)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute Bond.

END OF EXHIBIT K

EXHIBIT L – PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____

_____a_____
(Name of Contractor) (Corporation, Partnership, Joint Venture or Individual)

hereinafter called "Principal" and _____of _____,
(Surety)

State of _____hereinafter called the "Surety" and licensed by the State
(City and State)

Division of Insurance to do business under the laws of the Commonwealth of Massachusetts, are held and firmly bound to the City/Town of _____, Massachusetts, 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 heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Owner, dated the _____day of _____, 20___, for the construction described as follows:

NOW, THEREFORE, 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 the work to be performed thereunder or the specifications accompanying the same shall in any way 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 this contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the 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:

_____
Surety

_____ By _____
(Attorney-in-Fact)

_____

_____

(Address-Zip Code)

_____ (SEAL)
Witness as to Surety

_____

_____
(Address-Zip Code)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute Bond.

END OF EXHIBIT L

END OF IFB No. **2026-DPW-1013**

Town of Nantucket
▪ Procurement Office ▪
Procurement@nantucket-ma.gov
https://www.nantucket-ma.gov

BIDDER'S CHECKLIST

Required for bid submittals:

- ❍ Bid Response form
- ❍ Bid Price form
- ❍ Non-collusion form
- ❍ Tax compliance certificate
- ❍ Signature page from Town of Nantucket contract agreement
- ❍ Construction Performance Bond
- ❍ Construction Payment Bond
- ❍ Reference list
- ❍ Certificate of Corporate Authority or LLC Certificate of Authority (if applicable).
- ❍ Proof of Insurance
- ❍ W9 (if new Contractor with the Town of Nantucket)
- ❍ OSHA-10 Cards
- ❍ Bid Deposit