

Town of Monterey Invitation to Bid

The Town of Monterey is seeking bids for Class 1 Bituminous Concrete Type I as specified in the latest Commonwealth of Massachusetts Highway Department Standard Specifications for Highways & Bridges and latest additions.

MA approved 1.5" top and 2.5" coarse binder, HMA MHD approved. Seventy (70) feet of rubberized seal between old & new joints.

The project in total is approximately 12,400 square feet with 120 feet of Cape Cod Berm.

Bid prices shall include all labor, equipment, and material, and the current base price for liquid asphalt for a complete in-place product on road. The price adjustment for hot mix asphalt mixtures containing liquid asphalt shall apply as per schedule posted on MHD website www.mass.gov/mhd and "Special Provisions" as attached.

Specifications are available on our website http://www.montereyma.gov/Public_Documents/MontereyMA_Procurement/. A "Certificate of Approval Form" from the MHD will be required before specifications are distributed to contractors. If the contractor has any questions about the certificate approval call (617) 973-7621.

Sealed bids labeled "Town Hall Parking Lot Repair and Repave" will be received by the Administrative Assistant until Wednesday, August 30, 2017 at 3:15pm, at Town Hall, 435 Main Rd, P.O. Box 308, Monterey, MA 01245, at which time the bids will be opened and read aloud. Each bid shall be accompanied by a security or bond in the amount of 5% of the bid price. The successful bidder must furnish a minimum of 50% payment bond. At the time of the opening of the bids, each bidder will be presumed to have read and be thoroughly familiar with the specifications for this project. The failure or omission of any bidder to examine any form, Instrument or document shall in no way relieve any bidder from any obligation in respect to their bid.

Each bidder shall inform themselves of the conditions relating to the project and the employment of any labor thereon. Failure to do so will not relieve a successful bidder of their obligation to furnish all equipment, material, and labor necessary to carry out the provisions of the contract. All bidders must submit with their bid a completed and signed Non-Collusion Certificate, which is included in the Bid Proposal Form. The Town may make such investigations as it deems necessary to determine the ability of any bidder to perform the work, and the bidder shall furnish to the Town all such information and data for this purpose as they may request. The Director of Operations reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Director of Operations that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

A contract for the project in the same form as that enclosed in this package will be awarded within ten days of bid opening by the Director of Operations to the qualified, responsive bidder with the lowest price. The Town Selectmen reserve the right to reject any and all bids. Purchases made by the Town are exempt from taxes and bid prices must exclude any taxes. Tax exemption certificates will be furnished upon request.

Prevailing wage rates shall apply under M.G. L. Chapter 149 sections 26 and 27. The Minority Employee Percentage rate to be applied to this project will not be less than 5% in each class. This project is subject to all OSHA regulations and Section 26-27H of Chapter 149 of the Massachusetts General Laws as amended, including, but not limited to, the following:

Prevailing wage rates as determined by the Commissioner of Labor and Industries must be paid on this contract. A copy of said rates is contained herein. All reports and records required shall be maintained and/or submitted by each contractor and subcontractor with each payment request. This project is being bid under Section 39M of Chapter 30 of the Massachusetts General Laws and will be subject to the provisions of that statute. The successful bidder shall furnish to the Town a one hundred percent (100%) Performance Bond and a one hundred percent (100%) Construction Payment Bond with a surety company acceptable to the Town prior to the execution of a contract, the successful bidder shall furnish to the Town Certificates of Insurance which evidence the maintenance of the following insurance policies:

General Liability

Bodily Injury Liability:	\$ 1,000,000 per occurrence
Property Damage Liability:	\$ 500,000 per occurrence
(or combined single limit):	\$ 1,000,000 per occurrence

Automobile Liability

Bodily Injury Liability:	\$ 1,000,000. per occurrence
Property Damage Liability:	\$ 500,000. per occurrence
(or combined single limit)	\$ 1,000,000. per occurrence

Workers Compensation Insurance - Coverage for all employees in accordance with Massachusetts General Laws

All Certificates of Insurance shall include the Town of Monterey as an additional named insured and shall require a thirty day notice of cancellation to the Town.

Steve Weisz
Carol Edelman
Kenn Basler
Select Board
Town of Monterey

SPECIFICATIONS - RESURFACING

All work performed under this contract shall comply with all specifications included herein and with Massachusetts Highway Department Standard Specifications for Highways and Bridges, and Construction and Traffic Standard Details, latest editions. Two, rollers will be required for the job and a sufficient number of trucks for transporting the Bituminous Concrete to the site. The plane of the finished surface shall be smooth and acceptable to the Director of Operations. The Town reserves the right to sample out of any truck at any given time and to verify the temperature of the material on the job site. The Contractor shall be responsible for any cleaning and removal of any loose, deleterious and/or organic matter from the existing surfaces prior to applying the tack coat or the binder.

Note: The minimum road surface temperature shall be 50 degrees F in the shade and rising with no threat of rain, before pavement is placed. At the discretion of the Director of Operations, work can be suspended at any time due to adverse weather conditions.

Town Hall Asphalt Paving approximately 12,400 square feet.

- Provide fine grading of subbase prior to asphalt paving.
- Furnish and install 2.5" of Massachusetts State Approved Binder Course after compaction furnish and install 1.5" of Massachusetts State Approved Type I Top Course after compaction.
- No traffic will be allowed on parking area until the following day.

Monterey Highway Department will adjust catch basin tops, remove old asphalt and rough grade.

When paving is scheduled to commence, the Town will request a "Batch Ticket" from the producer with the weights and amount of liquid asphalt to be added to the mix and forward it to MHD for verification.

BID PROPOSAL FORM

We the undersigned, propose to provide to the Town of Monterey, as specified in said specifications the following:

Estimated number of tons

Cost per Ton

Cost for Cape Cod Berm

Total Cost of Project

Bidders' Name

Address

Signature

Officer of Firm (Title)

Date:

BID PROPOSAL FORM CHECKLIST

Each of the below named items should be included in this bid package. Check off in the appropriate place below all items and sign indicating your receipt of each of the items. If any of these items are not in your package, you must obtain them and read them before submitting a proposal. If any of the below named items are not checked or if this form is not signed, your proposal will be rejected as non-responsive.

_____	Invitation to Bid
_____	Bid Proposal Form
_____	Proposed Contract Form
_____	Specifications
_____	Prevailing Wage Rates (Attached)
_____	Attestation Clause
_____	Non-Collusion Affidavit
_____	Guarantee by Successful Bidder
_____	Other

The undersigned certifies under penalties of perjury that he/she has received, read and understands all the above noted items. Which are an integral part of this bid proposal.

Signature/Title _____

Company/Firm Name _____

ATTESTATION CLAUSE

TO: PROSPECTIVE BIDDERS, PROVIDER OF GOODS, SERVICES,
REAL ESTATE SPACE, LICENSEES AND CONTRACTORS

FROM: TOWN OF MONTEREY

Chapter 233 (Sections 35 and 36) of the Acts and Resolves of 1983 enacted the Revenue Enforcement and Protection Program effective July 1, 1983. One aspect of the law requires providers of goods and/or services to attest under the penalty of perjury that he is in compliance with all laws of the Commonwealth relating to taxes.

To comply with this requirement, please sign the form below and return.

Any person failing to sign the Attestation Clause shall not be allowed to obtain, renew or extend a license, permit or contract.

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

Social Security Number
or
Federal Identification Number

Signature of Individual/Corporate Officer

Each general bid shall be accompanied by a security or bond in the amount of 5% of the bid price. The successful bidder must furnish a minimum of 50% payment bond. The successful bidder must furnish a 100% performance bond.

Date: _____

By: _____

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____

County of _____

_____, being first duly sworn,

1. He/She is _____ of _____ the bidder that has submitted the attached bid.
2. He/She is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid.
3. Such bid is genuine and is not a collusive or sham bid.
4. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or had in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the owner or any person interested in the proposed contract; and
5. The price or prices quoted in the attached bid fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed: _____

Title: _____

Subscribed and sworn to before me

This _____ day of _____, 2017

Notary Public
My Commission expires: _____

Notary Seal

GUARANTEE BY THE SUCCESSFUL BIDDER

The successful bidder guarantees:

1. Products against defective material or workmanship and to repair or replace any damages or marring occasional in transit.
2. To furnish adequate protection from damage for all work and to repair damages of any kind for which he or his workmen are responsible, to the building or equipment, to his own work, or to the work of other successful bidders.
3. To carry adequate insurance to protect the owner from loss in cases of accident, fire, theft, etc.
4. That all deliveries will be equal to the accepted bid sample.

Any merchandise provided under the contract which is or becomes defective during the guarantee period shall be replaced by the successful bidder free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment. The successful bidder shall make any replacements immediately upon receiving notice from the Board of Selectmen.

Signed: _____

Title: _____

DRAFT AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2017, between
_____ with a usual place of business

At _____, hereinafter called the CONTRACTOR, and the Town of Monterey, acting by and through its Select Board, with a usual place of business at 435 Main Rd, Monterey, MA 01245, hereinafter called the OWNER.

The CONTRACTOR and the OWNER, for the consideration hereinafter named, agree as follows: 1. Scope of Work The Contractor shall furnish all labor, materials, equipment and insurance to perform all work required for the project known as Stryker/Blackstone Road Project, in strict accordance with the Contract Documents and any related Specifications. The said Documents and Specifications are incorporated herein by reference and are made a part of this Agreement.

2. Contract Price The Owner shall pay the Contractor for the performance of this Agreement, subject to additions and deductions provided herein, in current funds, at the following rates for completed work:

Description	Bid Price	Est. Quantity	Total
<i>To be filled in after bid opening</i>			

Payments for work completed shall be at the Bid Unit Price for actual quantities of materials furnished and installed for the project.

3. Commencement and Completion of Work

It is agreed that time is of the essence of this Agreement. The Contractor shall commence and prosecute the work under this Agreement upon execution hereof and shall **complete the work on or before October 1, 2017.**

Definition of Term:

A. The Term "Substantial completion" shall mean the date certified by the Owner when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy the project, or designated portion(s) thereof, for the use for which it is intended.

B. Time as Essential Condition:

It is understood and agreed that the commencement of and substantial completion of the work are essential conditions of this Agreement. It is further agreed that time is of the essence for each and every portion of the Contract Documents wherein a definite and certain

length of time is fixed for the performance of any act whatsoever; and where under the Contract Documents any additional time is allowed for the completion of any work, the new time fixed by such extension shall be of the essence of this Agreement. It is understood and agreed that the times for the completion of the work are reasonable, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

C. Progress and Completion:

Contractor shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and uninterruptedly at such a rate of progress as will insure Substantial Completion by the stipulated completion date.

4. Performance of the Work:

A. Direction of the Work:

The Contractor shall supervise and direct the Work, using his best skill and attention which shall not be less than such state of skill and attention generally rendered by the contracting profession for projects similar to the Project in scope, difficulty and location. The Contractor shall maintain adequate supervisory personnel at the project site during the performance of the work. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Agreement.

B. Responsibility for the Work:

1. The contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor. This obligation shall also extend to the presence on the Site of supplies of materials or equipment, their employees, contractors, and agents engaged in the work.
2. The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Owner in its administration of the Agreement, or by inspection, tests or approvals required or performed by persons other than the Contractor.

C. Permits and Fees:

Unless otherwise expressly provided, the Contractor shall secure and pay for all permits and fees, licenses and inspections necessary for the proper execution and completion of the Work, which are customarily secured after execution of the Agreement and which are legally required at the time the bids are received, and the same shall at all times be the property of the Owner and shall be delivered to the owner upon completion of the Project.

D. Notices, Compliance With Laws:

1. The Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work. The Contractor shall provide the Owner with reproductions of all permits, licenses and receipts for any fees paid. The Owner represents that it has disclosed to the Contractor all orders and requirements known to the Owner of any public authority particular to this Agreement.

2. If the Contractor observes that any of the Contract Documents are at variance with applicable laws, statutes, codes and regulations in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be accomplished by appropriate modification.

3. If the Contractor performs any work, which he knows or should know is contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility therefor and shall bear all costs attributable thereto.

4. In the performance of the work, the Contractor shall comply with all applicable federal, state and local laws and regulations including those relating to workplace and employee safety. The Contractor shall notify the Owner immediately of any conditions at the place of work which violate said laws and regulations and shall take prompt action to correct and eliminate any such violations.

E. Project Superintendent:

The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site at all times during the progress of the work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.

F. Progress Schedule:

The Contractor, immediately after being awarded the Contract, shall prepare and submit for the Owner's information an estimated progress schedule for the work. The progress schedule shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

G. Protection of the Work and Owner's Property:

The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this Agreement. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury. The Contractor shall clean the work area and restore it condition upon completion of the work.

H. Quality of the Work:

The Contractor shall perform the work in a good, workmanlike manner. The Contractor hereby guarantees that the entire work constructed by him under the Agreement will meet fully all requirements thereof as to quality of workmanship and materials. The Contractor hereby agrees to make at his own expense any repairs or replacements made necessary by defects in materials or workmanship supplied to him that become evident within one (1) year after the date of the final payment, and to restore to full compliance with the requirements set forth herein any part of the work constructed hereunder, which during said one (1) year period is found to be deficient with respect to any provisions of the Contract Documents. The Contractor also agrees to hold the Owner harmless from claims of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written orders from

same from the Owner. If the Contractor fails to make the repairs and replacements promptly, the Owner may do the work and the Contractor shall be liable to the owner for the cost thereof.

I. Warranty:

The Contractor guarantees to Owner that all materials incorporated into the work will be new unless otherwise specified or agreed. Prior to final payment, the Contractor shall deliver to the Owner all manufacturers' warranties, together with such endorsements or assignments as are necessary to ensure to the Owner the full rights and benefits of such warranties.

1. Affirmative Action/Equal Employment Opportunity

The Contractor is directed to comply with all applicable State Laws, Ordinances, Bylaws, and rules and regulations regarding affirmative action/ equal employment opportunity requirements. Failure of the Contractor to comply with any such law, rule or regulation shall constitute grounds for the Owner to terminate the Agreement.

2. Site Information Not Guaranteed; Contractor's Investigation

All information given in the Contract Documents relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the Owner. All such information is furnished only for the information and convenience of the Contractor and is not guaranteed. It is agreed and understood that the Owner does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures encountered during construction will be the same as those indicated in the Contract Documents. Contractor has familiarized himself with the nature and extent of the Contract Documents, work, locality, and with all local conditions and federal, state, and local laws, rules, ordinances, and regulations that in any manner may affect costs, progress, or performance of the work. Contractor has made, or has caused to be made, examinations, investigations, and tests and studies of such reports and related data in addition to those referred to in the paragraph above as he deems necessary for the performance of the work at the Contract Price, within the Contract Time, and in accordance with the other Terms and Conditions of the Contract Documents; and no additional examinations, tests, investigations, reports, and similar data are or will be required by the Contractor for such purposes Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the Contract Documents. Contractor has given the Owner written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents, and the resolution thereof by the Owner is acceptable to the Contractor. It is further agreed and understood that the Contractor shall not use or be entitled to use any of the information made available to him or obtained in any examination made by him in any manner as a basis of or ground for any claim or demand against the Owner, arising from or by reason of any variance which may exist between the information made available and the actual subsurface or other structures actually encountered during the construction work, except as may otherwise be expressly provided for in the Contract Documents.

3. Wage Rates

Prevailing Wage Rates as determined by the Commissioner of the Department of Labor and Industries under the provisions of Massachusetts General Laws, Chapter 149, Section 26 to

27H as amended, apply to this project. It is the responsibility of the Contractor to provide the Town with certified payrolls with each application for payment and to comply with all requirements of the above-cited statutes. The schedules of prevailing wage rates are included in the Contract documents.

4. Payments to the Contractor

A. The Owner shall make payment to the Contractor in accordance with the provisions of Sections 39F and 39G of the General Laws of the Commonwealth of Massachusetts.

B. The Contractor's applications for payment shall be subject to approval by the Director of Operations. Progress payments shall be applied for on a monthly basis.

C. No changes in the work covered by the approved Contract Documents shall be made without prior written approval of the Owner. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:

1. Unit bid prices previously approved.
2. An agreed lump sum.
3. The actual cost of:
 - a. Labor.
 - b. Materials entering permanently into the work.
 - c. The ownership or rental cost of construction equipment during the time of use on the extra work.
 - d. Power and consumables supplied for the operation of power equipment.
 - e. Wages to be paid. To the cost under (3) there shall be added a fixed fee to be agreed upon but not to exceed fifteen percent (15%) of the actual cost of work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expenses.

D. If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the Owner written notice thereof within twenty days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property. No such claim shall be valid unless so made. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

10. Final Payment, Effect

The acceptance of final payment by the Contractor shall constitute a waiver of all claims by the contractor arising under the Agreement.

11. Contract Documents

The Contract Documents consist of the following, together with this Agreement:

Invitation for Bids This Contract Form Bid Proposal Form Performance Bond (100% of contract price) Payment Bond (100% of contract price) Non-Collusion Certificate of Insurance Specifications and Addenda Schedule of Prevailing Wages

12. Terms Required By Law

This Agreement shall be considered to include all terms required to be included in it by the Massachusetts General Laws, and all other laws, as though such terms were set forth in full herein.

13. Indemnification

The Contractor shall indemnify and hold harmless the Owner from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising out of the performance of this Agreement when such claims, damages, losses, and expenses are caused, in whole or in part, by the acts, errors, or omissions of the Contractor or his employees agents, subcontractors or representatives.

14. Notice

All notices required to be given hereunder shall be in writing and delivered to, or mailed first class to, the parties' respective addresses stated above. In the event that immediate notice is required, it may be given by telephone or facsimile, but shall, to the extent possible, be followed by notice in writing in the manner set forth above.

15. Termination

A. Each party shall have the right to terminate this Agreement in the event of a failure of the other party to comply with the terms of the Agreement. Such termination shall be effective upon seven days' notice to the party in default and the failure within that time of said party to cure its default.

B. The Owner shall have the right to terminate the Agreement without cause, upon ten (10) days' written notice to the Contractor. In the event that the Agreement is terminated pursuant to this subparagraph, the Contractor shall be reimbursed in accordance with the Contract Documents for all Work performed up to the termination date, and for all materials or equipment not incorporated in the work, but delivered and suitably stored at the site. Payment for material or equipment stored at the site shall be conditioned upon submission by the Contractor of bills of sale or such other evidence as is satisfactory to owner to establish the Owner's title to such material or equipment or otherwise protect the Owner's interests.

16. Insurance

The Contractor shall be responsible to the Town or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees or agents in the performance of, or as a result of, the work under this Agreement. The Contractor and any subcontractors used hereby certify that they are insured for workers compensation, commercial general liability, and automobile liability. The Contractor and any subcontractor it uses shall purchase, furnish copies of, and maintain in full force and effect insurance policies in the amounts here indicated.

Commercial General Liability	
Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability:	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Automobile Liability	
Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability:	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Workers Compensation Insurance - Coverage for all employees in accordance with Massachusetts General Laws.

Prior to the commencement of any work under this contract, the Contractor shall provide the Town with Certificates of Insurance, which include the Town of Great Barrington as an additional named insured and which include a thirty-day notice of cancellation to the Town.

17. Miscellaneous

A. Assignment: The Contractor shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written approval of the Owner.

B. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

CERTIFICATE AS TO PAYMENT OF STATE TAXES

Pursuant to M.G.L. Chapter 62C, Section 49A, I certify under the penalties of perjury that I have complied with the laws of the Commonwealth of Massachusetts relating to taxes.

Social Security Number
or Federal Identification
Number

Signature of Individual
or Corporate Name

by:

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the Owner by its authorized representative who, however, incur no personal liability by reason of the execution hereof or of anything herein contained, as of the day and year first above written.

CONTRACTOR

TOWN OF MONTEREY

Melissa Noe, Administrative Assistant

Approved as to Availability of Funds:

Stephenie Gosselin, Treasurer

Contract Sum \$

ATTACHMENT 1

TECHNICAL SPECIFICATION FOR RESURFACING

I. GENERAL WORK INCLUDED

Furnish all labor, materials and equipment necessary to perform all operations required to complete the following work in accordance with sound construction practices:

1. MA approved 1.5" top and 2.5" coarse binder, HMA MHD approved. Seventy (70) feet of rubberized seal between old & new joints.

II. PRODUCTS

All materials shall conform to ASTM, AASHTO, or Massachusetts Highway Department Specifications. All materials must be clearly labeled with all pertinent information.

1. BITUMINOUS CONCRETE

Bituminous Concrete shall meet the requirements of Class I Bituminous Concrete Material M3.11.00 (Mass Top) of the MHD Standard Specifications for Highways and Bridges, latest edition.

III. EXECUTION

1. BITUMINOUS CONCRETE

The work under this item shall conform to the relevant provisions of Section 700 of the MHD Standard Specifications for Highways and Bridges and the following:

Lay one course of bituminous concrete to a depth, after rolling, 1.5" MA Top.

2. DISPOSAL OF SURPLUS EXCAVATED MATERIALS

All existing and other materials not required or needed for use on the project, and not required to be removed and stacked, shall become the property of the Contractor and shall be removed from the site and legally disposed of. No separate payment will be made for this work, but all costs in connection therewith shall be considered incidental and shall be included in the prices bid for various contract items.

IV. METHOD OF PAYMENT

Payment for bituminous concrete shall be made at the contract unit price per ton times the number of tons, of handwork performed (reference pays Item 4). This Item shall also include payment for roadway bituminous concrete pavement repairs. Submit batch tickets to the Owner to verify the quantity of materials placed.

ATTACHMENT 2

