

DOCUMENT A00801

SPECIAL PROVISIONS

HARVARD

Federal Aid Project No. STP-0033(045)X

Resurfacing and Box Widening on Ayer Road, from Route 2 to the Ayer Town Line

Labor participation goals for this Project shall be 15.3% for minorities and 6.9% for women for each job category. The goals are applicable to both Contractor's and Subcontractor's on-site construction workforce. Refer to Document 00820 for details.

SCOPE OF WORK

The work under this contract consists of safety and traffic operation improvements along approximately 9,200 feet of Route 110 / 111 (Ayer Road).

The proposed improvements include the construction of enhanced bicycle and pedestrian accommodations (e.g. continuous hot mix asphalt shared use path and ADA-compliant pedestrian and bicycle curb ramps) throughout the project area, geometric improvements at the intersection of Gebo Lane and Route 110 / 111 and the intersection of Poor Farm Road and Route 110 / 111, rectangular rapid flashing beacons (RRFBs), drainage system upgrades / modifications, and MUTCD-compliant signs and pavement markings.

The work includes earth excavation, pavement milling, Superpave asphalt pavement, hot mix asphalt shared use path, granite curb, guardrail, drainage system and utility modifications, RRFBs, tree protection, wetland replication, Massachusetts Certified Arborist services, and other incidental work.

All work under this Contract shall be done in conformance with the *2026 Standard Specifications for Highways and Bridges*, the *Supplemental Specifications* contained in this book, the *Construction Standard Details* in effect as of May 2026, the *1990 Standard Drawings for Signs and Supports*, the *2015 Overhead Signal Structure and Foundation Standard Drawings*, the *11th Edition of the Manual on Uniform Traffic Control Devices (MUTCD)* and the *January 2026 Massachusetts Amendments to the MUTCD*, the *1968 Standard Drawings for Traffic Signals and Highway Lighting*, the latest edition of *The American Standard for Nursery Stock*, the Plans and these Special Provisions.

CONTRACTOR QUESTIONS AND ADDENDUM ACKNOWLEDGEMENTS

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

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

NONCONFORMING COMPRESSIVE STRENGTH OF CEMENT CONCRETE

Concrete with compressive strength test results failing to attain the limits specified in Table 901.64-3 of 901.64.B: Acceptance Testing shall be evaluated for structural adequacy and serviceability at the Contractors' expense. The Department will review all production records, the concrete test records, petrographic analysis report, field notes, and the placement records for the concrete in question. If the Engineer determines the material is found to be adequate to remain in place, payment shall be adjusted in accordance with the following formula:

$$P = \frac{2(fc - f'c)(UP)(Q)}{f'c}$$

Where:

P = pay adjustment for substandard concrete

f'c = specified minimum compressive strength at 28 days

fc = substandard concrete cylinder compressive strength at 56 days

Q = quantity of concrete represented by the acceptance cylinders tested

UP = unit contract price or the lump sum breakdown price per cubic yard for the class of concrete involved complete in place

NORTHERN LONG-EARED BAT AND TRICOLORED BAT PROTECTION

The northern long-eared bat (*Myotis septentrionalis*; NLEB) and tricolored bat (*Perimyotis subflavus*; TCB) are listed as federally endangered or proposed endangered, respectfully, under the Endangered Species Act (ESA). The U.S. Fish and Wildlife Service (USFWS) developed this guidance to address ESA compliance and promote conservation of NLEB and TCB. MassDOT, on behalf of FHWA, submitted a Northern Long-eared Bat and Tricolored Bat Range-wide Determination Key Consultation through Information for Planning and Consultation (IPaC) and generated a May Affect, Not Likely to Adversely Affect (NLAA) determination (see **Document A00870 USFWS**). Subsequently, the project has completed Section 7 consultation under the ESA.

In advance of the uplisting of the TCB to endangered under the ESA, the following Avoidance and Minimization Measures (AMMs) must be strictly adhered to in order to protect NLEB and TCB and to be in compliance with the ESA. Contact MassDOT Environmental Services - Wildlife Unit Supervisor for questions about project limits, restrictions, or conservation measures.

NORTHERN LONG-EARED BAT AND TRICOLORED BAT PROTECTION (Continued)**General AMMs**

- The Contractor shall ensure all personnel working in on the project site are aware of all environmental commitments related to NLEB and TCB, including all applicable AMMs. NLEB and TCB information (<https://www.fws.gov/midwest/endangered/mammals/nleb/> and <https://www.fws.gov/species/tricolored-bat-perimyotis-subflavus>) shall be made available to all personnel.
- On July 26, 2024, MassDOT Highway Division Environmental Services conducted a northern long-eared bat summer presence/absence survey, in accordance with the 2024 survey guidelines. The survey did confirm the presence of NLEB and/or TCB. If work is proposed by the Contractor past July 26, 2029, additional review is required by the MassDOT Highway Division's Environmental Services Section, and additional review and restrictions may be required by the USFWS.

Lighting AMMs

- Direct temporary lighting away from suitable habitat during the active season: **April 15 to October 31**
- When installing new or replacing existing permanent lights, use downward-facing, full cut-off lens lights (with same intensity or less for replacement lighting); or for those transportation agencies using the BUG system developed by the Illuminating Engineering Society, be as close to 0 for all three ratings with a priority of "uplight" of 0 and "backlight" as low as practicable.

Tree Removal AMMs

- *If additional cutting is proposed by the Contractor that is outside the scope of this contract, additional review is required by the MassDOT Highway Division's Environmental Services Section, and additional review and restrictions may be required by the USFWS.*
- Ensure tree removal is limited to that specified in project plans and ensure that contractors understand clearing limits and how they are marked in the field (e.g., install bright colored flagging/fencing prior to any tree clearing to ensure contractors stay within clearing limits).
- No tree cutting, trimming, or removal of trees and/or woody vegetation >3-inch in diameter shall be conducted between: **June 1 - August 15**
- The Contractor shall ensure all personnel working in on the project site are aware of all environmental commitments related to NLEB and/or TCB, including the **TOY** restriction. If this restriction needs to be waived at any location(s) the Resident Engineer shall send a locus map of the proposed work to MassDOT Highway Division's Environmental Services Section for review and a determination if the restriction can be waived.

Bridge AMMs

- On June 19, 2024, MassDOT Highway Division Environmental Services conducted a northern long-eared bat bridge/structure bat assessment, in accordance with the USFWS guidelines. The assessment did not find presence of, or evidence of use by bats, and as stated within the guidelines, the assessment is valid for two years. If bridge work is not complete before June 19, 2026, assessment of the bridge for the presence of, or evidence of use by, bats shall be completed by the MassDOT Wildlife Unit prior to continuing bridge work. The Contractor shall notify the MassDOT Wildlife Unit no later than fourteen (14) days prior to June 19, 2026, to provide adequate time for inspection. If bats are found to be present, or, if there is evidence of bat usage, work at the bridge shall not commence until after the MassDOT Wildlife Unit has completed coordination with the US Fish and Wildlife Service to determine the appropriate follow up or mitigation actions.

HOLIDAY WORK RESTRICTIONS

(Supplementing Subsection 7.09)

The District Highway Director (DHD) may authorize work to continue during these specified time periods if it is determined by the District that the work will not negatively impact the traveling public. DHD may allow work in those areas on a case by case basis and where work is behind barrier and will not impact traffic

Below are the holiday work restrictions:

New Years Day (Federal Holiday)

No work on major arterial roadways from 5:00 AM on the day before until the normal start of business on the next subsequent business day. No work on local roadways on the holiday without permission by the DHD and the local police chief.

Martin Luther King's Birthday (Federal Holiday)

No work restrictions due to traffic concerns, however work on local roadways requires permission by the DHD and local police chief.

President's Day (Federal Holiday)

No work restrictions due to traffic concerns, however work on local roadways requires permission by the DHD and local police chief.

Evacuation Day (Suffolk County State Holiday)

No work restrictions due to traffic concerns.

Patriot's Day (State Holiday)

Work restrictions will be in place for Districts 3 and 6 along the entire Boston Marathon route and any other locations that the DHD in those districts determine are warranted so as to not to impact the marathon. All other districts work restrictions will be as per DHD.

Mother's Day

No work on Western Turnpike and Metropolitan Highway System from 5:00 AM on the Friday before, until the normal start of business on the following day.

Memorial Day (Federal Holiday)

No work on major arterial roadways from 5:00 AM on the Friday before, until the normal start of business on the following day.

Bunker Hill Day (Suffolk County State Holiday)

No work restrictions due to traffic concerns.

Juneteenth

No work restrictions due to traffic concerns, however work on local roadways requires permission by the DHD and local police chief.

HOLIDAY WORK RESTRICTIONS (Continued)

Independence Day (Federal Holiday)

No work on major arterial roadways from 5:00 AM on the day before until the normal start of business on the next subsequent business day. No work on local roadways on the holiday without permission by the DHD and the local police chief.

Labor Day (Federal Holiday)

No work on major arterial roadways from 5:00 AM on the Friday before, until the normal start of business on the following day.

Columbus Day (Federal Holiday)

No work on major arterials from 5:00 AM on the Friday before, until the normal start of business on the following day

Veterans' Day (Federal Holiday)

No work restrictions due to traffic concerns.

Thanksgiving Day (Federal Holiday)

No work on major arterials from 5:00 AM two days before until the normal start of business on the following Monday.

Christmas Day (Federal Holiday)

No work on major arterial roadways from 5:00 AM on the day before until the normal start of business on the next subsequent business day.

TRUCK SAFETY DEVICES

(Supplementing Subsection 7.04: Motor Vehicles)

All motor vehicles subject to Section 7 of Chapter 90 to be operated under this Contract shall be equipped with safety devices as provided therein and in 540 CMR 4.00.

By December 31, 2025, the Contractor shall certify to the Registry of Motor Vehicles, in a manner prescribed by the Registrar, that all applicable vehicles are equipped with Lateral Protective Devices, Convex Mirrors, Cross Over Mirror(s) and Back Up Cameras in accordance with the requirements of 540 CMR 4.00.

The Contractor shall provide evidence satisfactory to the Department to demonstrate compliance with the above certification requirement for all applicable vehicles operated under this Contract by the Contractor and its subcontractors and vendors in a manner set forth by the Department. Thereafter, the Contractor shall have an affirmative obligation to continue to provide such evidence of compliance on an ongoing basis and no later than 7 days after certification with the Registry of Motor Vehicles of any additional vehicles operated under this Contract by the Contractor and its subcontractors and vendors.

Non-compliance with respect to a vehicle that is subject to 540 CMR 4.00 may subject the Contractor to statutory fines as established in M.G.L. c. 90, § 7 and/or contractual remedies up to and including termination of the Contract.

WORK SCHEDULE

(Supplementing Subsection 8.02)

The Contractor shall perform all work in accordance with work hours as follows:

Monday through Friday (Excluding Holidays) 7:00 AM to 3:00 PM.

No work that impacts the traveled way shall be permitted during peak hour traffic (7:00 AM – 9:00 AM and 3:00 PM – 6:00 PM).

SUBSECTION 8.02 SCHEDULE OF OPERATIONS

Replace this subsection with the following:

An integrated cost and schedule controls program shall be implemented by the Contractor to track and document the progress of the Work from Notice to Proceed (NTP) through the Contractor Field Completion (CFC) Milestone. The Contractor's schedules will be used by the Engineer to monitor project progress, plan the level-of-effort required by the Department's work force and consultants and as a critical decision-making tool. Accordingly, the Contractor shall ensure that it complies fully with the requirements specified herein and that its schedules are both accurate and updated as required by the specification throughout the life of the project. Detailed requirements are provided in Division II, Section 722 Construction Scheduling.

SUBSECTION 8.14 UTILITY COORDINATION, DOCUMENTATION, AND MONITORING RESPONSIBILITIES

A. GENERAL

In accordance with the provisions of Section 8.00 Prosecution and Progress, utility coordination is a critical aspect to this Contract. This section defines the responsibility of the Contractor and MassDOT, with regard to the initial utility relocation plan and changes that occur as the prosecution of the Work progresses. The Engineer, with assistance from the Contractor shall coordinate with Utility companies that are impacted by the Contractor's operations. To support this effort, the Contractor shall provide routine and accurate schedule updates, provide notification of delays, and provide documentation of the steps taken to resolve any conflicts for the temporary and/or permanent relocations of the impacted utilities. The Contractor shall provide copies to the Engineer of the Contractor communication with the Utility companies, including but not limited to:

- Providing advanced notice, for all utility-related meetings initiated by the Contractor.
- Providing meeting minutes for all utility-related meetings that the Contractor attends.
- Providing all test pit records.
- Request for Early Utility work requirements of this section (see below).
- Notification letters for any proposed changes to Utility start dates and/or sequencing.
- Written notification to the Engineer of all apparent utility delays within seven (7) Calendar Days after a recognized delay to actual work in the field – either caused by a Utility or the Contractor.
- Any communication, initiated by the Contractor, associated with additional Right-of-Way needs in support of utility work.
- Submission of completed Utility Completion Forms.

B. PROJECT UTILITY COORDINATION (PUC) FORM

The utility schedule and sequence information provided in the Project Utility Coordination Form (if applicable) is the best available information at the time of the bid and has been considered in setting the contract duration. The Contractor shall use all of this information in developing the bid price and the Baseline Schedule Submission, inclusive of the individual utility durations sequencing requirements, and any work that has been noted as potentially concurrent utility installations.

C. INITIATION OF UTILITY WORK

The Engineer will issue all initial notice-to-proceed dates to each Utility company based on either the:

- 1) Contractor's accepted Baseline Schedule
- 2) An approved Early Utility Request in the form of an Early Utility sub-net schedule (in accordance with the requirements of this Subsection)
- 3) An approved Proposal Schedule

C.1 - BASELINE SCHEDULE – UTILITY BASIS

The Contractor shall provide a Baseline Schedule submission in accordance with the requirements of Subsection 8.02 and inclusive of all of the information provided in the PUC Form that has been issued in the Contract documents. This is to include the utility durations, sequencing of work, allowable concurrent work, and all applicable considerations that have been depicted on the PUC Form.

SUBSECTION 8.14 (Continued)

C.2 – EARLY UTILITY REQUEST – (aka SUBNET SCHEDULE) PRIOR TO THE BASELINE
All early utility work is defined as any anticipated/required utility relocations that need to occur prior to the Baseline Schedule acceptance. In all cases of proposed early utility relocation, the Contractor shall present all known information at the pre-construction conference in the form of a ‘sub-net’ schedule showing when each early utility activity needs to be issued a notice-to-proceed. The Contractor shall provide advance notification of this intent to request early utility work in writing at or prior to the Pre-Construction meeting. Prior to officially requesting approval for early utility work, the Contractor shall also coordinate with MassDOT and all utility companies (private, state or municipal) which may be impacted by the Contract. If this request is acceptable to the Utilities and to MassDOT, the Engineer will issue a notice-to-proceed to the affected Utilities, based on these accepted dates.

C.3 – PROPOSAL SCHEDULE - CHANGES TO THE PUC FORM

If the Contractor intends to submit a schedule (in accordance with MassDOT Standard Specifications, Division I, Subsection 8.02) that contains durations or sequencing that vary from those provided in the Project Utility Coordination (PUC) Form, the Contractor must submit this as an intended change, in the form of a Proposal Schedule and in accordance with MassDOT Standard Specifications, Division I, Subsection 8.02. These proposed changes are subject to the approval of the Engineer and the impacted utilities, in the form of this Proposal Schedule and a proposed revision to the PUC form. The Contractor shall not proceed with any changes of this type without written authorization from the Engineer, that references the approved Proposal Schedule and PUC form changes. The submission of the Baseline Schedule should not include any of these types of proposed utility changes and should not delay the submission of the Baseline Schedule. As a prerequisite to the Proposal Schedule submission, and in advance of the utility notification(s) period, the Contractor shall coordinate the proposed utility changes with the Engineer and the utility companies, to develop a mutually agreed upon schedule, prior to the start of construction.

D. UTILITY DELAYS

The Contractor shall notify the Engineer upon becoming aware that a Utility owner is not advancing the work in accordance with the approved utility schedule. Such notice shall be provided to the Engineer no later than seven (7) calendar days after the occurrence of the event that the Contractor believes to be a utility delay. After such notice, the Engineer and the Contractor shall continue to diligently seek the Utility Owner’s cooperation in performing their scope of Work.

In order to demonstrate that a critical path delay has been caused by a third-party Utility, the Contractor must demonstrate, through the requirements of the monthly Progress Schedule submissions and the supporting contract records associated with Subsection 8.02, 8.10 and 8.14, that the delays were beyond the control of the Contractor.

SUBSECTION 8.14 (Continued)

All documentation provided in this section is subject to the review and verification of the Engineer and, if required, the Utility Owner. In accordance with MassDOT Specifications, Division I, Subsection 8.10, a Time Extension will be granted for a delay caused by a Utility, only if the actual duration of the utility work is in excess of that shown on the Project Utility Coordination Form, and only if;

- 1) proper Notification of Delay was provided to MassDOT in accordance with the time requirements that are specified in this Section
- 2) the utility delay is a critical path impact to the Baseline Schedule (or most recently approved Progress Schedule)

E. LOCATION OF UTILITIES

The locations of existing utilities are shown on the Contract drawings as an approximation only. The Contractor shall perform a pre-construction utility survey, including any required test pits, to determine the location of all known utilities no later than thirty (30) calendar days before commencing physical site work in the affected area.

F. POST UTILITY SURVEY – NOTIFICATION

Following completion of a utility survey of existing locations, the Contractor will be responsible to notify the Engineer of any known conflicts associated with the actual location of utilities prior to the start of the work. The Engineer and the Contractor will coordinate with any utility whose assets are to be affected by the Work of this Contract. A partial list of utility contact information is provided in the Project Utility Coordination Form.

G. MEETINGS AND COOPERATION WITH UTILITY OWNERS

The Contractor shall notify the Engineer in advance of any meeting they initiate with a Utility Owner's representative to allow MassDOT to participate in the meeting if needed.

Prior to the Pre-Construction Meeting, the Contractor should meet with all Utility Owners who will be required to perform utility relocations within the first 6 months of the project, to update the affected utilities of the Project Utility Coordination Form and all other applicable Contract requirements that impact the Utilities. The Contractor shall copy the Engineer on any correspondence between the Utility Owner and the Contractor.

H. FORCE ACCOUNT / UTILITY MONITORING REQUIREMENTS

The Engineer will be responsible for recording daily Utility work force reports. The start, suspension, re-start, and completion dates of each of the Utilities, within each phase of the utility relocation work, will be monitored and agreed to by the Engineer and the Contractor as the work progresses.

I. ACCESS AND INSPECTION

The Contractor shall be responsible for allowing Utility owners access to their own utilities to perform the relocations and/or inspections. The Contractor shall schedule their work accordingly so as not to delay or prevent each utility from maintaining their relocation schedule.

COMPLIANCE WITH THE NATIONAL DEFENSE AUTHORIZATION ACT

(Supplementing Subsection 7.01)

On all projects, the “Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment” Regulation (2 CFR 200.216) prohibits the Contractor from using or furnishing the following telecommunications equipment or services:

- Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- Telecommunications or video surveillance services provided by such entities or using such equipment.
- Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

This prohibition applies to all products manufactured by the aforementioned companies, including any individual components or parts.

By submitting a bid on a project, the Contractor certifies that all work will be in compliance with the terms of 2 CFR 200.216. The Contractor shall submit a COC indicating compliance with the above provisions for all telecommunications equipment or services included in the Contract.

Payment for the item in which the materials are incorporated may be withheld until these COCs are received. Any cost involved in furnishing the certificate(s) shall be borne by the Contractor.

ENVIRONMENTAL PERMITTING

An Order of Conditions (DEP #177-0751) has been obtained from the Harvard Conservation Commission under the Wetlands Protection Act. Authorization (NAE-2025-01420) under Section 404 of the Clean Water Act has been obtained from the US Army Corps of Engineers. If field conditions and/or Contractor-proposed erection, demolition, storage, or other procedures not originally allowed by existing environmental permits review work to occur in or otherwise impact water or wetland resource areas, the Contractor is advised that no associated work can occur until all required environmental permits have been either amended or obtained allowing such work. The Contractor must notify the District 3 Highway Director and Resident Engineer in writing at least 60 days prior to desired commencement of the proposed activity. All environmental submittals, including any contact with Local, State, or Federal environmental agencies, must be coordinated with the District 3 Environmental Engineer. The Contractor is expected to fully cooperate with requests for information and provide same in a timely manner. The Contractor is further advised that the Department will not entertain a delay claim due to the time required to modify or obtain environmental permits.

BIDDERS LIST

Pursuant to the provisions of 49 CFR Part 26.11 all official bidders will be required to report the names, addresses and telephone numbers of all firms that submitted bids or quotes in connection with this project. Failure to comply with a written request for this information within 15 business days may result in a recommendation to the Prequalification Committee that prequalification status be suspended until the information is received.

The Department will survey all firms that have submitted bids or quotes during the previous year prior to setting the annual goal and shall request that each firm report its age and gross receipts for the year.

BUILD AMERICA BUY AMERICA PREFERENCE

On Federally-aid projects the Buy America (23.CFR § 635.410) and Build America, Buy America Act. requires the following,

- (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, must occur in the United States. Foreign steel and iron can be used if the cost of the materials does not exceed 0.1% of the total Contract cost or \$2,500, whichever is greater. The action of applying a coating to a covered material (i.e., steel and iron) is deemed a manufacturing process subject to Buy America. Coating includes epoxy coating, galvanizing, painting and any other coating that protects or enhances the value of a material subject to requirements of Build America, Buy America. Steel used for temporary support of excavation, including H piles, soldier piles, and sheeting when the steel is required to be left in place is subject to requirements of Build America, Buy America. Temporary steel, shall remain in place when it falls within the influence zone of the soil supporting any structure or railroad tracks.
- (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States and
- (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. “Construction materials” includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is or consists primarily of:
 - non-ferrous metals,
 - plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables),
 - glass (including optic glass),
 - lumber; or
 - drywall.

BUILD AMERICA BUY AMERICA PREFERENCE (Continued)

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

All articles, materials, and supplies should be classified as an iron or steel product, a manufactured product, or another product as specified by law or in 2 CFR part 184 (such other products specified by law or in 2 CFR part 184 include “excluded materials” and “construction materials”); an article, material, or supply must not be considered to fall into multiple categories.

MASSACHUSETTS DEPARTMENT OF ENVIRONMENTAL PROTECTION FILE NUMBER SIGN

This project is subject to Massachusetts General Laws, Chapter 131, Section 40 as amended. Signs shall be in accordance with the latest MassDOT Construction Standards. All costs for the manufacture, erection, maintenance, moving, and removal of the signs shall be absorbed by the contractor with no additional compensation other than the contract unit prices.

For this project the Massachusetts Department of Environmental Protection File Number is 177-0751.

NATIONAL GRID EMERGENCY TELEPHONE NUMBERS**GAS:**

Emergency: 1-800-233-5325

New Service: 1- 877-696-4743

Customer Support: 1-800-732-3400

ELECTRIC:

Outage/ Emergency: 1-800-465-1212

New Service: 1-800-375-7405

Customer Support: 1-800-322-3223

NOTICE TO OWNERS OF UTILITIES

(Supplementing Subsection 7.13)

Written notice shall be given by the Contractor to all public service corporations or municipal and State officials owning or having charge of publicly or privately owned utilities of his intention to commence operations affecting such utilities at least one week in advance of the commencement of such operations. The Contractor shall, at the same time, file a copy of such notice with the Resident Engineer.

Before commencing work on service connections, the Contractor shall be responsible for contacting the Electric Company servicing the area to obtain construction requirements, standards, and to give adequate notice of commencement of work.

A list of public and private utilities can be found on the MassDOT website at: <https://www.mass.gov/info-details/utility-contacts-by-district-and-municipality>

Select District 3 on top of the webpage, select the Town HARVARD, and then locate the utility.

The Contractor shall inform the following officials in each area that he assigned to work:

Superintendent, Department of Public Works or Town Engineer,
Superintendent, Water Department,
Superintendent, Sewer Department,
Police and Fire Department,
Electric Department

Town officials are shown at website
<https://www.mass.gov/lists/massachusetts-city-and-town-websites>

Select "Harvard" from alphabetized listed.
Select the official Municipality Home Page.

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

National Grid Electric
55 Bearfoot Road
Northborough, MA 01532

Manuel Munoz
401-895-9726
manuel.munoz@nationalgrid.com

National Grid Gas
40 Sylvan Road
Waltham, MA 02451

Melissa Owens
781-907-2845
Melissa.Owens@nationalgrid.com

NOTICE TO OWNERS OF UTILITIES

(Continued)

(Supplementing Subsection 7.13)

Verizon
385 Myles Standish Blvd
Taunton, MA 02780

Karen Mealey
774-409-3160
karen.m.mealey@verizon.com

Harvard DPW
47 Depot Rd
Harvard, MA 01451

David Smith
978-456-4130

Charter Communications
301 Barber Avenue
Worcester, MA 01606

John Yurkevicius
774-243-9786
JohnYurkevicius@charter.com

AT&T / Teleport Communications America
c/o Siena Engineering Group
50 Mall Road - Suite 203
Burlington, MA 01803

Erica Hudson
erica.hudson@sienaengineeringgroup.com

Lumen
1025 Eldorado Blvd
Broomfield, CO 80021

Renoy Thomas
516-712-3041
relocations@lumen.com

Crown Castle
80 Central Street
Boxborough, MA 01719

Mark Bonanno
508-616-7818
mark.bonanno@crowncastle.com

MCI-Verizon Business
P.O. Box 600
Charlton, MA 01507

Stephen Parretti
508-248-1305
stephen.parretti@verizon.com

Local Linx
30 Elmview Circle
Dover, NH 03820

Jason Wing
403-538-4545
jason.wing@locallinx.com

Verizon Wireless Small Cell
20 Alexander Drive
Wallingford, CT 06492

Liz Glidden
elizabeth.glidden@verizonwireless.com

MATERIAL OPTIONS

The Contractor shall inform the Engineer of his option prior to the installation of the material. Once the option is designated, all material for the option item(s) shall remain the same throughout the job.

OPTIONS

<u>Item Number</u>	<u>Item Description</u>	<u>Unit</u>
234.12	12 Inch Drainage Pipe - Option	Foot

Pipe Options

Reinforced Concrete Pipe
 Corrugated Plastic (Polyethylene) Pipe
 Corrugated Plastic (Polypropylene) Pipe

EMERALD ASH BORER ADVISORY

To the extent possible, all trees and brush shall be disposed on site, typically chipped and spread in place. When trees or brush must be removed, such as in urban, or otherwise populated areas, Contractor shall identify proposed location for disposal, and provide written notification to the Engineer for approval. Disposal shall be in city or town of project, or at minimum, within county, of construction operations.

EQUIVALENT SINGLE AXLE LOADS (ESALS)

The estimated traffic level to be used for SUPERPAVE HMA mixture designs for this contract, expressed in Equivalent Single Axle Loads (ESALs) for the design travel lane over a 20-year period, is 2.1 Million 18-kip (80-kn) ESALs.

CONTAMINATED SOIL

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

SOIL STOCKPILING DIRECTIVE P-22-001

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

2026 FIFA WORLD CUP – BOSTON, MASSACHUSETTS

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

VALUE ENGINEERING CHANGE PROPOSAL

This Subsection defines the conditions and requirements which apply to Value Engineering Change Proposals (“VECPs”). The purpose of this provision is to encourage the Contractor to propose changes in certain project requirements that will maintain the project’s functional requirements at a savings in contract time, contract price, or both. The net savings obtained by using a VECP that meets the conditions and requirements set forth here will be shared by the Contractor and MassDOT.

VECP’s under this provision are to be initiated, developed and submitted to MassDOT by the Contractor. The VECP must show the contemplated changes to the Drawings, Specifications and other requirements in the Contract. When a VECP submitted pursuant to this section is fully accepted by MassDOT, the VECP will be implemented by the Contractor and paid using the current cost and resource loaded schedule. Contractor shall demonstrate that the VECP is equal to, or better than, the original design or material; that there is an interest in public safety within the VECP; that there is a life-cycle cost benefit; and/or that end users will benefit from the shortened schedule. VECPs shall be consistent with the MassHighway/MassDOT Standard Specifications for Highways and Bridges and other applicable reference documents and directives. Any proposed deviation from these documents will need to be clearly identified in the VECP Proposal Documents, and must be approved by MassDOT’s Chief Engineer before accepting this VECP.

- A. In order to be considered for MassDOT review each VECP shall:
1. Be clearly labeled pursuant to this Subsection;
 2. Yield a net savings at least two hundred and fifty thousand (250,000.00) Dollars and/or a net saving of contract completion duration of at least three (3) months;
 3. The proposed changes to contract items must:
 - a. maintain the specified items’ required functions (service life, reliability);
 - b. meet applicable safety regulations and codes;
 - c. material substitutions must be in accordance with DOT prequalified/preapproved products and must be tested in accordance with standard material specs/testing methods (and considering all relevant environmental, load, and other relevant factors).
 - d. show economy of operation, ease of maintenance, ease of construction, and necessary standardized features and appearance; and
 4. Shall not require an extension of Contract Time or Contract Milestones, with the exception of cases when there are anticipated significant cost saving.

VALUE ENGINEERING CHANGE PROPOSAL (Continued)

The thresholds above are considered to be a general guideline. MassDOT will consider VECPs outside of these thresholds if a significant benefit is demonstrated. Additionally, notwithstanding this VECP process, MassDOT will consider minor revisions in the form of a Contract Modification.

Further, any VECP submitted shall be in sufficient detail to clearly define the proposed change. The Contractor's failure to provide information of the type, detail and in a format to facilitate the MassDOT's review, may be grounds for rejection of the VECP. Additionally, the Contractor will not be entitled to any equitable adjustment or increased Time, due to any aspect of any of the proposed VECP including permitting, right of way, utility coordination or delayed responses by MassDOT. If, after the progression of the work associated with the executed Contract Modification for the VECP, any additional costs are realized by the Contractor or any of the sub-consultants, sub-contractors, or suppliers, the Contractor shall be obligated to pay for any and all costs.

- B. The following initial items shall be provided by the Contractor for MassDOT's review. *Items 1-6 need to be submitted prior to the start of MassDOT's review of the VECP and item 7 is an important consideration for the pricing of the VECP and the timeline of the proposed VECP schedule.*
1. ***VECP Description:*** A description of the difference between the existing and the proposed Contract requirements, and the comparative advantages and disadvantages of each;
 2. ***VECP Change Listing:*** A listing of the Contract requirements that will need to be changed, modified, or reviewed as well as the proposed Contract document changes in the Instructions to Bidders, Contract, Standard Specifications, General Requirements and Special Provisions required by the VECP.
 3. ***Construction Schedule Update:*** Any changes in the Contract Time(s) or Contract Milestone(s), that will result from acceptance of the VECP, shall be accompanied by a contemporaneous schedule analysis (*i.e., the Contractor's baseline schedule submission, all past/required monthly schedule updates, a detailed assessment of all past delays, and a resource loaded Critical Path Method schedule as specified in Section 8.0 / Subsection 8.02 of this Contract*) of the projected Work that remains including the proposed VECP related schedule changes (*inclusive of the timeline to review accept the VECP and the timeline for implementing the design changes*) in the remaining work. This shall be submitted in the form of a Proposal Schedule until the VECP has been formally accepted. Note: All of this information is to be updated, recertified, and formally accepted by MassDOT before final acceptance of this this VECP is issued.

VALUE ENGINEERING CHANGE PROPOSAL (Continued)

4. ***Date for MassDOT's Acceptance:*** A statement that clearly justifies the date by which the VECP must be accepted to obtain the maximum price reduction, noting any effect upon the Contract Time(s) and/or Contract Milestone(s). This statement must include a narrative that demonstrates the most recent construction schedule has been utilized to justify that proposed acceptance date (*e.g. "in order to start to fabricate critical materials, authorization must be provided to work on the shop drawings by no later than [date]"*). The Contractor should allow for at least sixty (60) to ninety (90) days for acceptance by MassDOT once all of the VECP documentation has been provided. Acceptance shall mean that MassDOT has received a finalized and executed contract modification. However, this is a proposed Contract change.

The Contractor is fully obligated to progress the Work of the original Contract and MassDOT is not liable for any delays or costs that may occur in the review phase of any VECP proposal.

5. ***Cost and Savings Estimates:*** A detailed estimate of the anticipated net savings, calculated as follows:
- Original Scope:*** Isolate the cost of performing the original contract construction activities, in accordance with the original Contract Documents, as originally bid by the Contractor, that are anticipated to be superseded by the VECP. *This cost is to include any original contract scope that is anticipated to be altered or eliminated by the VECP such as, shop drawing preparation, inspection work, testing, maintenance of traffic, or any other original contract costs, that have yet to have been performed at the time of this VECP submission.*
 - New VECP Scope:*** Calculate the cost of performing the comparable construction activities associated with the VECP.
 - Contractor's Engineer & Inspection:*** Calculate the cost of engineering, inspection, and design work by the Contractor's Engineer/Designer. This should be a realistic estimate of the costs of any required engineering, design and review work by the Contractor's Engineer.
 - MassDOT's Costs:*** MassDOT's estimate of costs to perform engineering/design reviews, cost estimate reviews, schedule reviews, and any other administrative costs to review and recommend implementation of the proposed VECP. (*including all anticipated increased costs to MassDOT on other Contracts and all anticipated follow-on increased costs to MassDOT, if any*) as provided by MassDOT. MassDOT's estimated costs must be included the VECP calculation and will be provided by MassDOT in support of the VECP evaluation process.
 - Other Costs:*** Estimated costs associated with any revisions to other project related costs, such as Environmental Permits or Right of Way acquisitions, including other agency or municipality costs, as provided by MassDOT.

VALUE ENGINEERING CHANGE PROPOSAL (Continued)Net Savings:

The net savings to be split between MassDOT and the Contractor shall be calculated using the items above as follows: $a - (b+c+d+e) = \text{net savings}$

6. *The Contractor shall also provide:*

- a. A proposed Change Order, which explains and justifies any required Equitable Adjustment in the Contract Price.
- b. The Contractor's actual costs expended for developing the VECP as of the date of the VECP submission;

7. ***Design Changes and Drawings:*** The costs that are outlined above should be inclusive of the following design and engineering responsibilities.

- a. Design changes shall be prepared and stamped by the Contractor's professional designer and/or engineer. In addition, in the development of the VECP; the Contractor is responsible for anticipating and managing all aspects associated with any VECP design work that must be performed by a licensed Engineer.
- b. The Contractor's engineer must analyze and stamp all components of any aspect of the project that has been redesigned, changed, or altered as a result of this VECP.
- c. The Contractor's engineer shall provide all calculations and supporting design/engineering documentation that was utilized to develop the changes and stamped drawings. These will be used by MassDOT's Designer-of-Record to review the VECP changes. The Contractor is limited to selecting only those engineer's that have been pre-qualified by MassDOT's A&E Board.
- d. MassDOT's Designer-of-Record will review and respond to all completed design submissions related to this VECP within thirty (30) calendar days, unless determined to be a non-critical path item.
- e. MassDOT will be responsible for estimating and managing MassDOT's Designer-of-Record during the VECP review and implementation. Should any significant conflicts arise, between the Contractor's Engineer and MassDOT's Designer-of-Record, the DOT and the Contractor will work expeditiously to resolve the conflict. Should this type of conflict continue for greater than five (5) days, the Contractor is to bear all financial and time related impacts of such delay and must seek to resolve the design conflict, in an acceptable manner to MassDOT. The resolution of this conflict will be funded at the Contractor's expense – exclusive of the net saving that was agreed to at the execution of the contract modification for this VECP.
- f. The Contractor's Engineer may also be required to inspect the construction work. The Contractor is to include such anticipated inspection costs in the initial VECP.

VALUE ENGINEERING CHANGE PROPOSAL (Continued)

- g. MassDOT's Designer of Record will remain the Designer-of-Record for the entire Project. Any costs incurred in the use of MassDOT's Designer-of-Record by MassDOT or Contractor associated with the review of a VECP are to be included in the calculated net savings.
- C. Approval of the VECP shall not occur until a Contract Modification, incorporating the VECP, is issued by MassDOT and properly executed by the Contractor. MassDOT may accept or reject part or all of any VECP at any time prior to an executed Contract Modification for the applicable VECP. The decision of MassDOT, concerning acceptance or rejection of any VECP, shall be final and shall not be subject to dispute resolution.

It is expected that several weeks may go by before the final VECP documentation has been executed with a Contract Modification. Therefore, MassDOT intends to make certain that the initial cost estimate information has not changed before entering into a Contract Modification. As the VECP evaluation process is finalized, and prior to the signed Contract Modification for the VECP, the Contractor and MassDOT must re-certify the current status of the originally proposed cost and/or schedule savings.

Until a contract modification is issued and schedule and cost/savings re-certification is complete and accepted by MassDOT, the Contractor shall remain obligated to perform the Work in accordance with the terms and conditions of the original Contract Documents.

Upon completion of the work associated with the VECP, MassDOT may require verification that the VECP savings has been achieved.

- D. VECPs will be processed (distributed, reviewed, commented upon, accepted or rejected) expeditiously (pursuant to M.G.L. c. 30, § 39R); however, as this is an elective modification to the contract, MassDOT shall not be liable for any delay or cost in the review and acceptance of the VECP. During the review of the VECP, the Contractor remains obligated to progress the original Contract scope, and schedule, as planned; until a Contract Modification, accepting the Contractor re-certified VECP, has been executed by MassDOT.

The Contractor has the right to withdraw part, or all of any VECP, prior to acceptance by MassDOT. Such withdrawal shall be made in writing to the Engineer. The Contractor shall state the period of time, from the date of the initial VECP submittal, that the VECP shall remain valid and feasible. Revision of this validity and feasibility period shall be allowed only by mutual agreement of the Contractor and the Engineer in writing.

If the Contractor desires to withdraw the proposal prior to the expiration of this period for non-technical reason, MassDOT reserves the right to recover all actual costs that have been incurred to MassDOT.

VALUE ENGINEERING CHANGE PROPOSAL (Continued)

If the Contractor withdraws the VEC Proposal, MassDOT reserves the right to proceed with the VECP or any portion of the VECP as a normal change and the Contractor waives any right it may have had to share in net savings thereunder.

For purposes of this provision, expiration of the time established by the Contractor for approval shall be considered as withdrawal by the Contractor if MassDOT requests an extension of that time and the Contractor does not provide a written extension.

- E. With regard to unknown conditions or sub-surface work, in general, the expectation is that the Contractor and MassDOT will strive to gain enough knowledge about the risks in order to provide a forward-priced Change Proposal. Therefore, any costs to fully evaluate the proposal, such as additional borings and/or test pits, must be considered in the cost evaluation of whether the VECP is worth pursuing. However, if it is impractical to gather conclusive exploratory information, before the VECP is executed, MassDOT may consider provisions in the VECP that clearly identifies the risk sharing (cost and time) related specifically to the unknown/sub-surface conditions. If these VECP provisions are acceptable to MassDOT they are to include supplemental language to provide a determination of the final savings/cost, and time impacts, no later than 45 days after the sub-surface work is completed. All other aspects of the VECP, unrelated to these Provisions, will be binding upon execution of the VECP.

NOTIFICATION OF FUNDING SOURCES FOR WORK TO BE PAID BY OTHERS

This contract has an agreement with the *Town of Harvard*; whereas when the construction costs for the contract scope exceed the total participating contract bid price by more than ten percent (10%), the *Town* shall be responsible for the amount over 110% of the total participating contract bid price.

ITEM 102.3

HERBICIDE TREATMENT OF INVASIVE PLANTS

HOUR

This work must be performed by persons who meet the qualifications below and are approved by the Landscape Design Section.

Work under this item consists of herbicide treatment of invasive plants currently existing within the project limits and as directed. An Invasive Plant Management Strategy (IPMS) shall be submitted to the Engineer for review and approval and the IPMS shall be implemented on-site. The IPMS shall be written and submitted per Item 102.33 Invasive Plant Management Strategy and shall be measured and paid for under that Item.

Work under this item shall be coordinated with work and schedule for Selective Clearing, Clearing and Grubbing, Mowing, Tree Removal, Planting, and Wetland Mitigation items.

Payment is per hour on-site and shall be compensation for a minimum crew of 2 licensed applicators, 2 back-pack sprayers and mist-blowers, a properly equipped spray truck with spray hoses, and a tank with sufficient capacity for a full day of work. If there is only one applicator, hourly payment shall be adjusted to 50 percent of the unit price.

Date and time stamped photos indicating start and stop time of work must be submitted if requested.

This item is not intended for manual removal of plants.

Management of plants determined to have been introduced to the site via imported loam, compost, mulch, plants, equipment, or other construction activities will be the Contractor's responsibility and at the Contractor's expense.

Herbicide shall be applied during daytime hours only.

Measures to prevent the introduction of invasive plant species to the site and to address introduction due to construction-related activities shall be covered under the Standard Specifications, Division I - Subsections 7.01(D) Plant Pest Control and 7.13 Protection and Restoration of Property as amended in these Special Provisions.

Plant species targeted for management under this item shall be as determined in the field per the site walk and as specified in the IPMS.

The definition of invasive plant species shall be as described by Massachusetts Invasive Plant Advisory Group (MIPAG): "non-native species that have spread into native or minimally managed plant systems in Massachusetts, causing economic or environmental harm by developing self-sustaining populations and becoming dominant and/or disruptive to those systems."

ITEM 102.3 (Continued)

Control of invasive plants shall begin immediately with the initiation of construction activities and prior to any clearing or site disturbance. Treatment areas shall include stockpile locations and may, upon approval of the Engineer, extend outside the project limit. Treatment shall be done each consecutive year for the duration of the contract unless specified otherwise in the IMPS or unless directed otherwise by the MassDOT invasive species contact. Work shall be done during the growing season from May – October unless otherwise specified in the IPMS.

Areas identified for vegetation control measures shall be as shown on the plans and as determined in the field by the Engineer and a MassDOT Landscape Architect. Contact at MassDOT Landscape Design Section may be contacted at: tara.mitchell@dot.state.ma.us.

QUALIFICATIONS

The applicators shall submit and meet the qualifications outlined below. A list of contractors specializing in invasive management and approved by MassDOT Landscape Design Section is available on the following website: <https://www.mass.gov/lists/landscape-design-and-roadside-maintenance> under Invasive Plant Management.

Requirements

1. Company must provide proof of qualifications by providing the following:
 - a. Narrative describing company, its expertise and experience with invasive plant control.
 - b. Demonstrate experience with herbicide treatment as part of restorations and in sensitive areas.
 - c. Describe company's technical qualifications and past performance.
2. Company must meet licensing requirements:
 - a. All crew applicators must have a Massachusetts Commercial Applicator License (CORE).
 - b. At least one or more applicator must have a ROW certification, if required for work.
 - c. Company must provide name(s) of applicator(s) and Applicator License/Certification number for all contractor crew leaders working on the project.
 - d. Company must provide documentation of any warnings, penalties or fines received in the last three (3) years.
3. Company must provide proof of experience with invasive plant control and include following:
 - a. At least five (5) references from prior invasive plant control work completed in last five (5) years. Provide contact information including address, phone number and email.
 - b. Provide a summary of each of these projects including nature of the problem, specific invasive vegetation treated, dates and period of treatment, methodologies used, and summary of success or not in terms of meeting performance objectives. Include summary of equipment used.
 - c. Photo documentation of these projects.
 - d. GPS coordinates of project locations, if available.

ITEM 102.3 (Continued)

4. Crew leader must have expertise with invasive plant control and provide the following:
 - a. Have held Core license for at least five (5) years.
 - b. Resume listing five (5) or more years of experience applying pesticides with the company or with another company specializing in vegetation management.

SUBMITTALS

No work shall begin without approval of the submittals.

Submittals include the following items:

Invasive Plant Management Strategy (IPMS)

At least thirty (30) days prior to proposed treatment the IPMS shall be submitted for approval by the Engineer and MassDOT Landscape Architect. All chemicals, methods and work done under this item shall be consistent with the IPMS. The IPMS shall be as described under Item 102.33.

Herbicide Use Report

Within two (2) weeks after each application, the Contractor shall provide to the Engineer and the MassDOT Landscape Architect a completed and signed MassDOT Herbicide Use Report.

Photo Documentation

Digital photos with date and time of herbicide application work, showing start time and completion time, are required and must be submitted for measurement of payment upon request.

MATERIALS

All proposed herbicides shall be as approved in the IPMS. Herbicides shall be labeled for the method of treatment and shall meet all federal, state and local regulation requirements. Application rates will depend on herbicide proposed and shall be per the manufacturer's label for specific application.

METHODS

All methods used shall be as approved in the IPMS which shall be determined during the Initial Site Walk as described under Item 102.33 Invasive Plant Management Strategy.

The Contractor shall be responsible for marking delineated areas and plants to be preserved, removed, or otherwise treated. Fencing or other materials needed for marking and delineating protected areas shall be incidental to this item.

The Contractor shall notify the Engineer a minimum of 3 days prior to date of expected herbicide application. Applicators shall notify the Engineer upon arriving on-site and upon leaving the site.

ITEM 102.3 (Continued)

Herbicide Applications

All herbicide application shall conform to Massachusetts Pesticide Laws and Regulations per the Massachusetts Department of Agricultural Resources (MDAR) Pesticide Bureau.

Mixing, applying and/or disposing of herbicides shall always be in accordance with instructions on their labels and all applicable federal, state, and local regulations. Mixing shall not occur within sensitive areas, wetlands, or buffer zones.

Contractor shall not spray 2 hours prior to precipitation, during rain, or during windy conditions. The Contractor shall be responsible for monitoring weather conditions and adjusting the work schedule as appropriate for the herbicide and application method to be used.

Targeted vegetation shall be identified and marked prior to treatment. Plants treated by foliar spray, injection or glove application or other methods that leave standing vegetation, as opposed to cut-stump application, shall remain clearly marked for identification through the contract period.

Desirable vegetation shall be protected from both spray and other physical damage.

Contractor is responsible for any damage to vegetation not designated for removal or treatment. Vegetation damaged shall be restored. Cost of replacement plants and/or restoration shall be borne by the Contractor.

Contractor shall ensure that the public does not enter a work area while herbicide application or spraying is underway.

Disposal Of Invasive Plant Material

All material to be cleared shall become the property of the Contractor. The satisfactory disposal of all cleared plant material (seeds, roots, woody vegetation, associated soils, etc.) shall be the Contractor's responsibility.

The Contractor shall take measures to prevent viable plant material from leading to further infestations (seeds, roots, woody material, etc.) while stockpiled, in transit, or at final disposal locations. All precautions shall be taken to avoid contamination of natural landscapes with invasive plants or invasive plant material.

Chipping, shredding, or on-site burning of plant material must be approved by the Engineer and included in the IMPS.

For plant material taken to an incinerating facility per the IPMS, a receipt from that facility shall be submitted to the Engineer as proof of disposal.

ITEM 102.3 (Continued)

Where feasible, it is preferable to dispose of plants on-site or to bury them on-site with on-going monitoring for re-sprouting. Disposal locations and methods must be approved and included in the IPMS. Site work such as grading and seeding to stabilize and restore disposal area shall be incidental to this item.

The Contractor shall be responsible for treating or otherwise managing areas of re-growth due to improper disposal. Treatment shall be at the Contractor's expense.

Follow-Up Treatment

Plants and areas shall be re-treated as necessary and as appropriate to the time of year. Treatment shall be for the duration of the contract and per the IPMS.

MEASURE OF SUCCESS

The expectation is a minimum of 85-95 percent control achieved after the first treatment, depending on plants targeted and extent of population, and based on the expectations laid out in the IPMS. The expectation for the contract duration is 95-100% eradication by the end of the treatment period, unless otherwise specified in the IPMS.

METHOD OF MEASUREMENT

Item 102.3 will be measured for payment by the Hour of verified crew time spent on the project doing herbicide application as and where specified herein and in the IPMS. A crew shall be defined as a minimum of two licensed applicators each equipped with (at minimum) back-pack sprayer and mist blower. The crew shall also have a properly equipped spray truck with hoses and a tank with sufficient capacity for a full day of work.

BASIS OF PAYMENT

Item 102.3 will be paid at the contract unit price per Hour, which price shall include all labor, materials, equipment, tools, and all incidentals required to complete the work.

Payment will be based upon verified time spent on the project doing herbicide application as and where specified in the IPMS and upon receipt and approval of submittals. Payment will not include travel time to and from the Contractor's place of business and nor time for investigative field trips.

If there is only one applicator, hourly payment shall be adjusted to 50 percent of the unit price.

ITEM 102.33**INVASIVE PLANT MANAGEMENT STRATEGY****HOUR**

This item consists of providing an Invasive Plant Management Strategy (IPMS) for the control of invasive plants currently existing on the project site and/or as directed and shall be coordinated with Item 102.3 Herbicide Treatment of Invasive Plants. Unless otherwise approved, the IPMS shall be submitted in the form of the MassDOT Invasive Plant Management Strategy Report Form.

The IPMS shall be submitted for review and approval by the MassDOT Landscape Design Section or their representative, and the IPMS shall be implemented on-site.

The Invasive Plant Management Strategy Report Form is available online at <https://www.mass.gov/lists/landscape-design-and-roadside-maintenance> under Invasive Plant Management.

Herbicide treatment for invasive plants shall be as described under Item 102.3 Herbicide Treatment of Invasive Plants and shall be compensated per that Item.

Work under this item shall be coordinated with work and schedule for Selective Clearing, Clearing and Grubbing, Mowing, Tree Removal, Planting, and Wetland Mitigation as relevant to the project.

Individual attending the site walk and determining the Invasive Plant Management Strategy must demonstrate expertise with vegetation management and invasive plant control and submit qualifications as described below.

QUALIFICATIONS

Individual shall be from the same company as that providing services for Item 102.3 Herbicide Treatment of Invasive Plants and shall submit the following, if not submitted under Item 102.3:

- Submit copy of current Core license.
- Submit a resume listing five (5) or more years of experience managing invasive plants with a company specializing in vegetation management.
- References shall be submitted if requested.

SUBMITTALS**Task Summary & Reports**

For measurement of payment, the contractor shall submit the total sum and a breakdown of hours for the tasks performed. At a minimum, the tasks shall include the Initial Site Walk, submittal of an approved IPMS, and if requested to accommodate project or site changes, a Follow-up Site Inspection and accompanying IPMS Amendment.

Interim Site Monitoring Reports and/or a Final Report shall be submitted if requested by the MassDOT Landscape Design contact. The MassDOT Landscape Design contact must be notified to attend the site inspection walk when an Interim or Final Report has been requested.

ITEM 102.33 (Continued)**Invasive Plant Management Strategy (IPMS)**

At least thirty (30) days prior to construction activities and/or any proposed treatment, the contractor shall submit the IPMS for approval by the Engineer and MassDOT Landscape Architect. All chemicals and methods proposed shall be consistent with applicable Massachusetts Wetlands Protection Act Order of Conditions.

The IPMS shall be completed in coordination with the Prime Contractor and the Engineer and shall include the following as appropriate and applicable to the project and to the IPMS Report Form questions and Guidance:

- I. Project Information**
 - a. Company writing the IPMS and performing the herbicide application.
 - b. Date of site walk
 - c. Attendees at site walk
 - d. Expected end date of contract and expected last treatment (month/season)
- II. Brief Description of Conditions**
 - a. Provide a free-hand sketch on construction plans or aerial image showing species, location, and as relevant, show or note extent of population as relevant to Strategy (i.e., population extends off ROW preventing eradication, small population and eradication deemed feasible within contract schedule, etc.).
- III. Coordination with Roadway Contractor regarding other work**
 - a. Tree Work: Note coordination to be implemented with tree removal, clearing, and clearing and grubbing as applicable to the project.
 - b. Wetland Mitigation - Include management proposed for wetland mitigation areas in the IPMS, if and as required.
 - c. Planting: If there will be planting in areas proposed for treatment, propose treatment and schedule to avoid herbicide damage to plants.
 - d. Mowing: If coordination is required with state mowers, note need in IPMS.
- IV. Soil Management**
 - a. Provide specifics on how soil with invasive plant roots (in particular) or seeds will be handled (i.e., separate stockpiles, plant material will be buried on-site, re-used on-site, disposed off-site and if so, where?).
 - b. Show stockpile locations on plan and include treatment schedule.
 - c. Note measures that will be implemented to avoid spread through equipment, including how and where equipment will be cleaned.

ITEM 102.33 (Continued)**V. Invasive Plant Treatment & Management**

- a. Proposed chemical and methods of treatment for each species or area.
- b. Time of treatment based on target plant species.
- c. Submit product label including application methods and rates (entire MSDS information need not be submitted if available online).
- d. Proposed performance metrics or measure of treatment success if different from that specified under Item 102.3.
- e. Method for disposing invasive plant material. This includes material that may result in spread (i.e., seeds, roots) and material that has been treated and/or is not viable (foliage, dead wood, etc.). Methods may include grinding in place, stockpiling and treating, and incinerating offsite.
- f. Expected follow-up treatment for duration of contract.

VI. Monitoring Schedule if requested by MassDOT.

Note: The IPMS is critical for identifying pre-construction conditions as well as strategies for minimizing import or spread of invasive plants. Failure to provide an approved IPMS may jeopardize this item, in which case, the contractor will be responsible for management of invasive plants found on-site at no cost to the contract.

Photo Documentation

Digital photos of site conditions, typical species, and extent of infestation must be provided with the IPMS and with any follow-up monitoring or reporting. Photos of follow-up monitoring and reporting must be date and time stamped for acceptance.

METHODS**Initial Site Walk**

Prior to any construction activities and soil disturbance, the Contractor shall walk the site with the Engineer and the MassDOT Landscape Architect to determine the IPMS. During the site walk the Contractor shall identify limits of work and, as necessary, mark locations of areas designated for treatment and individual plants targeted for treatment or removal. The Contractor shall be responsible for marking delineated areas and plants to be preserved, removed, or otherwise treated. Fencing or other materials needed for marking and delineating protected areas shall be incidental to this item.

IPMS Follow-up Amendment

The IPMS may be amended to address additional concerns or adjust to conditions if required by the MassDOT Landscape Architect. The amended IPMS shall be submitted to the Engineer and MassDOT Landscape Architect for approval at least fourteen (14) days prior to any proposed treatment.

ITEM 102.33 (Continued)

Interim Site Monitoring Inspection Reports

If required by the MassDOT Landscape Architect and Engineer, Interim Site Monitoring and an accompanying report shall be conducted. Interim Reports must include time and date stamped photos showing treated locations and species.

Final Inspection

A final inspection and report documenting the status of the invasive control may be required for regulatory purposes or for instances where control will be continued by others. The report shall include photo documentation of pre-construction (existing) and post-treatment conditions, notations on a plan or aerial image of area treated, summary of treatment performed, and control achieved. Final reports submittal must include time and date stamped photos.

METHOD OF MEASUREMENT

Item 102.33 will be measured for payment by the Hour. The basis for measurement shall be per the completion of tasks as approved under the Task Summary submittal and acceptance of submittals and photos described above.

BASIS OF PAYMENT

Item 102.33 will be paid at the contract unit price per Hour, which price shall include all labor, materials, equipment, tools, and all incidentals required to complete the work. Payment shall not include travel time to and from the Contractor's place of business.

ITEM 102.511 TREE PROTECTION – ARMORING AND PRUNING EACH

The work under this item shall conform to the relevant provisions of Subsection 771 of the Standard Specifications and the following:

Tree protection – armoring and pruning shall be used for instances where construction activity (the use of heavy equipment), comes within proximity to potentially damage tree trunk(s) or limbs.

The work shall include the furnishing and installing of temporary tree trunk protection, minor limb pruning, or removal of lower tree limbs to prevent injury to the tree from construction equipment and activities; as shown on the Drawings; and/or as required by the Engineer.

REFERENCES

If requested, the Contractor shall provide to the Engineer one copy of the latest edition 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.

MATERIALS

Trunk armoring shall be such that it prevents damage to the trunk from construction equipment. Material used for trunk armoring or mounting shall be such that installation and removal shall not damage the trunk.

Acceptable trunk armoring materials shall include two by four (2x4) wood cladding, mounted with wire or metal strapping, or when duration of construction activities is less than three months, slotted corrugated plastic pipe, mounted with duct tape. Eight (8) once untreated burlap shall be used to wrap the tree trunk prior to installation of cladding.

Alternative armoring methods or materials may be acceptable if approved by the Engineer.

The height of tree trunk cladding shall be measured from the base of the tree (including root flare) to the bottom of the first branch, or to a height of eight (8) feet, or as may be required by the Engineer.

METHODS OF WORK

Prior to construction activities, the Engineer, Contractor, and the Arborist (if item is included in the contract), shall review trees noted on the Drawings to be protected. Final decision and selection of trees to be armored and/or pruned shall be per the Engineer.

ITEM 102.511 (Continued)

Care shall be taken to avoid damage to the bark during installation and removal of armoring. Trunk armoring shall be maintained such that it is effective for as long as required or replaced when materials are found to be damaged or ineffective, as determined by the Engineer. Replacement, if required, shall be incidental to the work. Armoring shall be removed immediately upon completion of work activities adjacent to the protected tree(s).

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

DAMAGES OR LOSS

If trees designated for protection under this item are damaged, including root damage from unapproved trespassing onto the root zone, the Contractor shall, at his own expense, secure the services of an Arborist, described in Item 102.55. The Arborist shall be approved by MassDOT.

If, based on the recommendation of the Arborist, the Engineer determines that damages can be remedied by corrective measures, such as repairing trunk or limb injury; soil compaction remediation; pruning; soil injection fertilization; and/or watering; the damage shall be repaired as soon as possible, within the appropriate season for such work and according to industry standards.

If, based on the recommendation of the Arborist, the Engineer determines that damages are irreparable, or that the damages are such that the tree is sufficiently compromised to pose a future safety hazard, the tree shall be removed. Tree removal shall include cleanup of all wood, 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. Such tree removal(s), grinding, debris removal, and topsoil filling, shall be at the Contractor's expense.

Tree removal from improper or inadequate tree protection shall result in the Engineer assessing the Contractor monetary damages consistent with industry standards for assessed value and/or replacement.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Item 102.511 will be measured and paid at the contract unit price per EACH tree to be armored and pruned. This will include full compensation for all labor, equipment, materials, and incidentals for the satisfactory completion of the work and the subsequent removal and satisfactory disposal of the protective materials upon completion of the contract or as required by the Engineer.

ITEM 102.511 (Continued)

Payment for work under this item will be scheduled as follows:

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

No separate payment will be made for costs of remedial actions, including Arborist services, tree removal, but all costs in connection therewith shall be included in the Contract unit price bid.

Tree damages assessed, due to lack of or improper tree and plant protective measures being taken, shall be deducted from the contract price of the work.

ITEM 102.521**TREE AND PLANT PROTECTION FENCE****FOOT**

The work under this Item shall conform to the relevant provisions of Subsections 644 and 771 of the Standard Specifications and the following:

Work under this item shall consist of furnishing, installing, and maintaining tree and plant protection fence(s) in a vertical and taut position; removing and resetting fencing as may be required; and final removal of protection fence(s) at the completion of construction activities, or as otherwise required by the Engineer.

The purpose of the fencing is to signify a construction work-free zone and physical barrier, thereby preventing damage to tree roots, tree trunks, soil, and all other vegetation within this delineated Tree and Plant Protection Zone (TPPZ), as shown on the Drawings, as required by the Engineer, and as described herein.

Protection shall be for the duration of the construction activities unless otherwise required by the Engineer.

MATERIALS

Tree and plant protection fence(s) shall provide a minimum forty-eight (48) inch tall barrier, that remains vertical and taut. The Fence shall be orange plastic safety fence (recommended where high visibility is necessary), or wooden snow fencing, or other approved material. Posts and anchoring materials shall be incidental to the work.

Per requirements of the Engineer, additional posts, deeper post depths, and/or additional attachments shall be used if the fabric or fence sags, leans or otherwise is not providing visible or physical protection to the TPPZ.

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.

ESTABLISHMENT OF THE TPPZ

Fencing shall be used to delineate and establish the TPPZ, adjacent to construction areas, staging areas, stockpile areas, as shown on the Drawings, and/or as required by the Engineer.

Fencing shall be located as close to the work zone limit and as far from tree trunk(s) and plants as possible to maximize the area to be protected. Fence shall run parallel and adjacent to construction activity to create a barrier between the work zone and the root zone or designated limit of plants and soils to be protected.

ITEM 102.521 (Continued)

When construction activities surround (or have the potential to surround) trees or plants to be protected, a circular enclosure shall be used. In these instances, the TPPZ limit shall be the drip line of each tree or as close as possible to the drip line, and/or as shown on the Drawings. The drip line is defined as the outermost limit of tree canopy.

The Contractor shall not engage in any construction activity within the TPPZ without the approval of the Engineer. Activities may include operating, moving, or storing equipment, supplies, or materials; and locating temporary facilities, including trailers or portable toilets. Accessing or traversing the TPPZ shall not be permitted.

METHOD OF WORK

TPPZ fencing shall be installed prior to any construction work or staging activities. Fence(s) shall be repositioned where and as necessary for optimum tree and plant protection. Repositioning shall be incidental to this item. TPPZ fencing shall not be moved without prior approval by the Engineer.

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; and contamination of the soil with construction materials, debris, silt, fuels, oils, and any chemical substance.

After construction activities are completed, or when required by the Engineer, fencing, stakes, and other anchoring materials, if any, shall be removed and disposed off-site by the Contractor.

REQUIRED WORK WITHIN THE TPPZ

In the event that grading, trenching, utility work, or storage is unavoidable within the TPPZ, the Engineer shall be notified. Measures may be required for tree protection and preservation, including air spading; the use of six (6) inch depth of wood chips or approved matting for root protection; pruning of branches; and/or trunk protection. These protection measures shall be paid under applicable contract items.

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

TREE AND PLANT INJURY OR LOSS

If the TPPZ is encroached by construction activity without approval, at the discretion of the Engineer, the Contractor may be required to provide a more durable barrier (e.g., Jersey Barriers, chain link fence (if not already in use) to secure the area. Costs of furnishing and installing additional or more durable barrier(s) shall be borne by the Contractor.

In such cases of encroachment, soils shall be considered compacted and tree root injury will be assumed. Action shall be taken as specified below.

ITEM 102.521 (Continued)

In the event that trees designated for protection under this item are injured, including root injury from unapproved trespassing onto the root zone, the Contractor shall, at his own expense, secure the services of an Arborist, described under Item 102.55. The Arborist shall be approved by MassDOT.

In the event of spills, compaction or injury, the Contractor shall take corrective action immediately using methods approved by the Engineer, in coordination with the Arborist.

If, based on the recommendations of the Arborist, the Engineer determines that injuries can be remedied by corrective measures, such as repairing trunk or limb injury, soil compaction remediation, pruning, and/or watering; the injury shall be repaired as soon as possible, within the appropriate season for such work, and according to industry standards.

If, based on the recommendations of the Arborist, the Engineer determines that injuries are irreparable, or that the injuries are such that the tree is sufficiently compromised to pose a future safety hazard, the tree shall be removed. Tree removal shall include cleanup of all wood, 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. Such tree removal(s), grinding, debris removal, and filling, shall be at the Contractor's expense.

Tree removal from improper or inadequate protection of the TPPZ shall result in the Engineer assessing the Contractor monetary damages consistent with industry standards for assessed value and/or replacement.

Shrubs removals from improper or inadequate protection of the TPPZ shall be replaced with plants of similar species and equal size or the largest size plants reasonably available. The Engineer shall approve the size, quality, and quantity of the replacement plant(s). Each replacement shall include a minimum of one year of watering and establishment care, specified under Section 771.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Tree and Plant Protection Fence will be measured by the FOOT, complete in place, by the length along the top of the fence.

Tree and plant protection fence will be paid for under the contract unit price per FOOT, complete in place and shall include all materials, labor, and equipment required to furnish, install, anchor, maintain, and remove the fence upon completion, as described herein. Posts, temporary footings, anchoring and removal upon completion, shall be incidental to this item.

No separate payment will be made for costs of remedial actions, including addition of more durable barriers, Arborist services, tree or plant removal, shrub replacement and establishment, but all costs in connection therewith shall be included in the Contract unit price bid.

Tree damages assessed, due to lack of or improper tree and plant protective measures being taken, shall be deducted from the contract price of the work.

ITEM 102.521 (Continued)

Payment for work under this item will be scheduled as follows:

- Forty (40) percent of the value payment will be made upon installation of fencing.
- Sixty (60) percent of the value payment will be made when fencing materials have been maintained to function as specified, for the intended duration, and removed and disposed off-site at the completion of protection measure requirement.

ITEM 102.55**ARBORIST** **HOUR****DESCRIPTION**

The work under this Item is for the services of a Certified Arborist. Arborist shall be an International Society of Arboriculture (ISA) Certified Arborist or a Massachusetts Certified Arborist. The Arborist shall have at least 10 years of experience in tree care, including tree protection during construction, and shall demonstrate a familiarity with the American National Standards Institute (ANSI) A300 Standard Practices for Tree, Shrub, and Other Woody Plant Maintenance Part 1 Pruning, Part 5 Construction Management Standards, and Part 9 Tree Risk Assessment.

The Arborist's general responsibilities include protecting high priority trees within and adjacent to the project limits, staging areas, and access routes; recommending removal of diseased, damaged or otherwise unhealthy trees that pose a potential safety hazard; evaluating effects of construction on future health of trees close to proposed work; and recommending and/or overseeing tree work and care.

The Arborist for this item shall not be from the same company as the company responsible for selective clearing or tree removal work.

For projects with multiple phases, projects where construction activities (work or stockpiling) shifts, or when otherwise required by the Engineer, the Arborist shall re-evaluate conditions and provide follow-up recommendations.

SUBMITTALS

- Contractor shall submit to the Engineer for approval by MassDOT Landscape Design the qualifications and experience of the Arborist. Submittal shall include copy of current certification and a resume summarizing specific construction experience (including relevant MassDOT projects) for a minimum of five projects.
- Arborist's Report documenting recommendations shall be submitted to the Engineer and an electronic copy forwarded to MassDOT Landscape Design Section. Report shall include the following:

SCOPE OF WORK

The Arborist shall be responsible for the following tasks:

- Initial Evaluation and Report
 - recommend and prioritize trees that require removal as appropriate to the contract scope, project limits, project intent;
 - review and modify, if necessary, tree protection measures shown on the drawings
 - review and mark limits of protective fencing for trees and groups of trees to be retained;
 - review and recommend protection measures for high priority trees;
- Oversight
 - direct or execute pruning of branches and/or roots, air spading, and/or other tree care operations

ITEM 102.55 (Continued)

- Monitoring and Inspections
 - periodically inspect fencing and ensure root zones are properly protected and clear of equipment and materials as required by the Engineer
 - reevaluate tree protection measures for various phases of a project
- Special Care
 - oversee tree pruning for health and aesthetics

METHODS

Prior to any work, the Arborist shall walk the site with the Contractor, the Engineer, the Town Tree Warden, and, if specified, the MassDOT Landscape Architect, to review trees, limits of construction activities, and other concerns. Where required for proper assessment of tree impacts, limits of work shall be staked or otherwise marked in the field prior to the site walk.

Trees to be removed shall be painted or otherwise marked.

Trees to be retained shall be marked such that it does not mar or damage the tree and such that marker is not easily removed. As applicable to the work and scope of the project, trees designated for removal or to be retained shall be noted on the plan and/or in the arborist's report and photographed.

Trees designated to remain that are damaged or removed by construction activities shall be noted and photographed for inclusion in inspection reports submitted to the Engineer.

MEASUREMENT AND BASIS OF PAYMENT

Item 102.55 will be measured for payment by the Hour of time spent onsite.

Item 102.55 will be paid at the contract unit price per hour upon submittal and acceptance of Reports described above.

ITEM 148.01 DREDGING AND STOCKPILING OF MATERIAL CUBIC YARD

The work under this Item shall conform to the relevant provisions of Subsection 148 of the MassDOT Standard Specifications, the Plans and the following:

The work under this item shall include dredging of approved native streambed material to be stockpiled for re-use as shown on the Plans and as directed by the Engineer.

Streambed material may be stockpiled on site at a location determined by the Contractor. The stockpiled material will be reused on site for streambed restoration. The placement of this material will be paid for under Item 983.521.

When the Contractor is not actively working with the dredged streambed material, it shall be covered with a tarp, as shown on the Plans. Providing, installing, adjusting, and all other work required to cover the stockpiled material shall be considered incidental to this Item.

METHOD OF MEASUREMENT

Item 148.01 will be measured for payment by the unit Cubic Yard of material dredged, stockpiled and covered, complete in place. Pay limits will extend from the bottom of proposed streambed excavation to the top of the existing streambed as shown in the details on the plans.

BASIS OF PAYMENT

Item 148.01 will be paid for at the Contract unit price bid per Cubic Yard of material dredged and stockpiled and covered, which price shall include all labor, materials, equipment, and incidental costs required to complete the work.

ITEM 180.01 ENVIRONMENTAL HEALTH AND SAFETY PROGRAM LUMP SUM

The work shall consist of ensuring the health and safety of the Contractor's employees and subcontracting personnel, the Engineer, their representatives, the environment, and public welfare from any on-site chemical contamination present in air, soil, water and sediment.

The Contractor shall prepare and implement a site-specific Environmental Health and Safety Plan (EHASP) which has been approved and stamped by a Certified Industrial Hygienist (CIH) and includes the preparer's name and work experience. The EHASP shall include appropriate components required by OSHA Standard 29 CFR 1910.120(b) and the Massachusetts Contingency plan (MCP) 310 CMR 40.0018 and must comply with all applicable state and federal laws, regulations, standards and guidelines, and provide a degree of protection and training appropriate for implementation on the project. The EHASP shall be a dynamic document with provision for change to reflect new information, new practices or procedures, changing site environmental conditions or other situations which may affect site workers and the public. The EHASP shall be developed and implemented independently from the standard construction HASP required to work on all MassDOT construction projects.

Health and safety procedures provided by the Contractor shall comply with all the appropriate regulations that address employee working conditions, including but not limited to standards established by OSHA and National Institute for Occupational Safety and Health (NIOSH). Equipment used for the purpose of health and safety shall be approved by and meet pertinent standards and specifications of the appropriate regulatory agencies.

A copy of the most up-to-date version of the EHASP shall be maintained on-site at all times by the Contractor. The on-site copy shall contain the signature of the Engineer and each on-site employee of the MassDOT, Contractor, and Subcontractors involved with on-site activities. The employee's signature on the EHASP shall be deemed prima facie evidence that the employee has read and understands the plan. Updated copies of signature sheets shall be submitted to the Engineer.

The EHASP shall specify a Contractor Site Safety and Health Officer responsible for implementation of the EHASP and to oversee all construction activities, including handling, storage, sampling and transport, which require contact with or exposure to potentially hazardous materials.

The level of protection, required to ensure the health and safety of on-site personnel will be stipulated in the EHASP. The Site Safety and Health Officer shall implement the EHASP based on changing site and weather conditions, type of operation or activity, chemical compounds identified on-site, concentration of the chemicals, air monitoring data, physical state of the hazardous materials, potential duration of exposure to hazardous materials, dexterity required to perform work, decontamination procedures, necessary personnel and type of equipment to be utilized.

ITEM 180.01 (Continued)

During implementation of the EHASP, a daily log shall be kept by the Site Safety and Health Officer and a copy shall be provided weekly to the Engineer. This log shall be used to record a description of the weather conditions, levels of personal protection being employed, screening data and any other information relevant to on-site environmental safety conditions. The Site Safety and Health Officer shall sign and date the daily log.

Method of Measurement and Basis of Payment

Preparation and implementation of the Environmental Health and Safety Program, including the monitoring, protection and storage of all contaminated materials, as well as subsequent modifications to the EHASP, will be measured and paid for at the Lump Sum Bid Price.

Payment of 50% of the Environmental Health and Safety Program contract price will be made upon the initial acceptance of the EHASP by the Engineer. Payment of the remaining 50% of the Environmental Health and Safety Program contract price will be made upon completion of the work. The bid price shall include preparation and implementation of the EHASP as well as the cost for its enforcement by the Site Safety and Health Officer along with any necessary revisions and updates. The work of implementing the Environmental Health and Safety Program includes work involving, but not limited to, the monitoring, protection, and storage of all contaminated materials.

ITEM 180.02 **PERSONAL PROTECTION LEVEL C UPGRADE** **HOUR**

The work shall consist of providing appropriate personal protective equipment (PPE) for all personnel in an area either containing or suspected of containing a hazardous environment.

Contingencies for upgrading the level of protection for on-site workers will be identified in the EHASP and the Contractor shall have the capability to implement the personal protection upgrade in a timely manner. The protective equipment and its use shall be in compliance with the EHASP and all appropriate regulations and/or standards for employee working conditions.

Personal Protection Level C Upgrade will be measured and paid only upon upgrade to Level C and will be at the contract unit price, per hour, per worker, required in Level C personal protection. No payment will be made to the Contractor to provide Level D PPE.

ITEM 180.03**LICENSED SITE PROFESSIONAL SERVICES****HOURL**

Within limited areas of the project site, media (i.e. soils, sediments, surface water and/or groundwater) requiring evaluation and/or management under the Massachusetts Contingency Plan (MCP) may be encountered. A Licensed Site Professional (LSP) shall be required to provide the services necessary to comply with the requirements of the MCP. These services may include a site walk, field screening, sampling, analysis and characterization of potentially contaminated media, preparation and implementation of Immediate Response Action (IRA) Plans, Utility-Related Abatement Measure (URAM) and Release Abatement Measure (RAM) Plans, Imminent Hazard Evaluations, status reports, transmittal forms, release notification forms, risk assessments, completion statements, and related documents required pursuant to the MCP. LSP services shall also be necessary to temporarily move material generated on the project to an off-site storage location.

The name and qualifications of the LSP and all environmental technicians to be assigned to the project shall be submitted to the Engineer for approval at least four weeks prior to initial site activities. The LSP shall have a current, valid license issued by the Massachusetts Board of Registration of Hazardous Waste Site Cleanup Professionals. The LSP shall have significant experience in the oversight of MCP activities at active construction sites. Qualification packages for the LSP and each technician shall include a resume, all recent work assignments with responsibilities identified (previous 5 years), and applicable training and certifications. A list of all Notices of Noncompliance, Notice of Audit Findings and Enforcement Orders issued by the Massachusetts Department of Environmental Protection (DEP) shall be submitted for all work assignments listed for the LSP and environmental technicians. Upon approval of the LSP Qualifications, the LSP will be designated as the LSP of Record unless MassDOT designates in writing otherwise. The LSP of Record will serve as the primary point of contact for all hazardous material matters on the project.

The LSP shall evaluate soil and/or sediment with discoloration, odor, elevated field screening results, presence of petroleum liquid or sheen on the groundwater surface, or any abnormal gas or materials in the ground which are known or suspected to be oil or hazardous materials. Excavated soil and sediment which is suspected of petroleum contamination shall be field screened using the jar headspace procedures according to established DEP Guidance. All field screening equipment must be pre-approved by the Engineer. The LSP shall ensure proper on-site calibration of all field screening instrumentation.

The Engineer shall be contacted immediately when observations or any field screening results verify contamination requiring further analysis, and/or enhanced management of suspect media. Any enhanced management of contaminated soil to ensure proper stockpiling and storage is incidental to the LSP Services item. The LSP shall evaluate the need for confirmatory sampling prior to backfill in areas where contaminated material has been excavated and disposed off-site for compliance with applicable regulatory requirements. The Engineer shall approve the locations of the testing sites prior to the sampling.

ITEM 180.03 (Continued)

Contaminated media shall be handled in accordance with all applicable state and federal statutes, regulations, and policies. The LSP shall adequately evaluate contaminated media for compliance with the requirements of the MCP and Department Policies.

The Contractor and the LSP shall be aware of the reporting requirements for releases of oil and/or other hazardous material (OHM) as set forth in federal and state laws and regulations and both shall be held responsible for performing the work in accordance with all applicable Federal and State laws and regulations. The LSP shall maintain written records in a clear and concise tabular format which tracks the excavation, stockpiling, analysis and reuse/disposal of all known/suspect contaminated media. These records shall be up-to-date and submitted to the Engineer on a bi-weekly basis. The LSP shall review and summarize the laboratory data from any analyses performed on contaminated media in a tabular format and compare the results to applicable reporting thresholds. A report shall be delivered to the Engineer outlining the material sampling methods, laboratory analysis results, evaluation of applicable regulatory exemptions, reporting obligations, and proposed course of action. The laboratory report together with Chain of Custody forms for all analytical results shall be submitted to the Engineer within 14 days after completion of such analyses.

The LSP and Contractor shall be held responsible for the submission of all MCP-related documents to the Engineer at least 14 days in advance of any timeframe specified in the MCP and for the timely submission of data and tracking information as noted within this Item. All documents prepared under this Item must be reviewed and signed by the approved LSP. The Contractor and LSP shall be responsible for all fines, damages, and enforcement requirements imposed by applicable regulatory agencies for failure to meet regulatory and contract timeframes. No compensation will be provided for such fines, damages, and enforcement actions.

The Contractor and the LSP shall be aware of the reporting requirements for releases of oil and/or other hazardous material (OHM) as set forth in federal and state laws and regulations and shall both be held responsible for performing the work in accordance with all applicable Federal and State laws and regulations.

If the Contractor causes a release of OHM, the Contractor shall be responsible for assessing and remediating the release in accordance with all pertinent State and Federal regulations, including securing the services of a LSP, at his own expense.

The LSP shall coordinate all activities involving both MassDOT and the DEP through the Engineer. Any notification of release shall be approved by the Engineer before submittal to the DEP, except if an imminent hazard condition exists as defined in 309 CMR 4.03(4)(b).

ITEM 180.03 (Continued)**LABORATORY TESTING IN SUPPORT OF LSP SERVICES**

Laboratory testing provides for analytical testing in support of LSP services related to maintaining MCP compliance, such as delineating the extent and type of contamination present. Sampling and testing for disposal purposes are not included and are incidental to Items 181.11-181.14.

In order to maintain compliance with the MCP and Department Policies or other regulatory requirements, the LSP shall request approval from the Engineer to obtain samples from various locations and depths within the project area and to perform laboratory analyses on those samples. No sampling shall be conducted without prior approval from the Engineer. The samples shall be delivered to a DEP-certified laboratory using proper chain-of-custody documentation for analyses which, depending upon site conditions and suspected and/or identified contaminants of concern, may include, but are not limited to, metals, polychlorinated biphenyls (PCBs), volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), pesticides, polycyclic aromatic hydrocarbons (PAHs), extractable petroleum hydrocarbons (EPHs) and volatile petroleum hydrocarbons (VPHs). Subsequent testing, depending upon initial results, may be required for Toxicity Characteristic Leaching Procedure (TCLP) analyses (EPA Method 1311) for metals.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

LSP Services for work under this item will be measured per person, per hour of service provided by LSP, Environmental Technicians and other approved personnel. Travel time shall not be included in the billable hours.

The quantity and type of laboratory tests must be approved by the Engineer beforehand. The Contractor will be reimbursed upon satisfactory written evidence of payment. The Contractor may be required to obtain cost estimates from three DEP certified laboratories for the Engineer to choose the service provider.

LSP Services will be paid at the Contractor bid price for each hour, or fraction thereof, spent to perform the work as described above. The bid price shall be a blended rate that includes the cost of the LSP, environmental technicians and other personnel, the performance of all work tasks and field screening, including required equipment, materials and instrumentation, and production of all documentation described above. All requests for payment must be accompanied by the following information: the names of the personnel associated with the work charged under LSP Services, dates and hours worked, work conducted, including, where appropriate, locations as identified on the construction plans, and a copy of the field diary for the dates submitted.

Laboratory testing will be reimbursed upon receipt of paid invoices for testing approved by the Engineer.

This item is for LSP work for compliance with the MCP and Department Policies. LSP hours and any laboratory testing related to off-site disposal of excess soil and sediment is incidental to Items 181.11-181.14 (including, but not limited to, disposal characterization, disposal package preparation, landfill acceptance, shipment paperwork preparation, field screening, and tracking).

<u>ITEM 181.11</u>	<u>DISPOSAL OF UNREGULATED SOIL</u>	<u>TON</u>
<u>ITEM 181.12</u>	<u>DISPOSAL OF REGULATED SOIL - IN-STATE FACILITY</u>	<u>TON</u>
<u>ITEM 181.13</u>	<u>DISPOSAL OF REGULATED SOIL OUT-OF-STATE FACILITY</u>	<u>TON</u>
<u>ITEM 181.14</u>	<u>DISPOSAL OF HAZARDOUS WASTE</u>	<u>TON</u>

The work under these Items shall include the transportation and disposal of contaminated material excavated, or excavated and stockpiled. It shall also include the cost of any additional laboratory analyses required by a particular disposal facility beyond the standard disposal test set.

Excavation of existing subsurface materials may include the excavation of contaminated soils. The Contractor shall be responsible for the proper coordination of characterization, transport and disposal, recycling or reuse of contaminated soils. Disposal, recycling or reuse will be referred to as “disposal” for the purposes of this specification. However, regardless of the use of the term herein, there will be no compensation under these items for reuse within the project limits. The Contractor will be responsible for coordinating the activities necessary for characterization, transport and disposal of contaminated soils. Such coordination will include the Engineer and his/her designee overseeing management of contaminated materials. Contaminated soils must be disposed of in a manner appropriate for the soil classification as described below and in accordance with the applicable laws of local, state and federal authorities. The Contractor shall be responsible for identifying disposal facility (ies) licensed to accept the class of contaminated soils to be managed and assure that the facility can accept the anticipated volume of soil contemplated by the project. The Contractor shall be responsible for hiring a Licensed Site Professional (LSP) and all ancillary professional services including laboratories as needed for this work. The Contractor will be responsible for obtaining all permits, approvals, manifests, waste profiles, Bills of Lading, etc. subject to the approval of the Engineer prior to the removal of the contaminated soil from the site. The Contractor and LSP shall prepare and submit to the Engineer for approval all documents required under the Massachusetts Contingency Plan (MCP) and related laws and environmental regulations to conduct characterization, transport, and disposal of contaminated materials.

CLASSES OF CONTAMINATED SOILS

The Contractor and its LSP shall determine if soil excavated or soil to be excavated is unregulated soil or contaminated soil as defined in this section. Such materials shall be given a designation for purposes of reuse or disposal based on the criteria of the MCP. Soils and sediments which are not suitable for reuse will be given a designation for purposes of off-site disposal based on the characterization data and disposal facility license requirements. The Classes of Contaminated Soils are defined as follows:

UNREGULATED SOIL consists of soil, fill and dredged material with measured levels of oil and hazardous material (OHM) contamination at concentrations below the applicable Reportable Concentrations (RCs) presented in the MCP. Unregulated soil consists of material which may be reused (or otherwise disposed) as fill within the Commonwealth of Massachusetts subject to the non-degradation criteria of the MCP (310 CMR 40.0032(3), in a restricted manner, such that they are sent to a location with equal or higher concentrations of similar contaminants. Disposal areas include licensed disposal facilities, approved industrial settings in areas which will be capped or covered with pavement or loamed and seeded, and for purposes of this project should be reused as

ITEMS 181.11 through 181.14 (Continued)

fill within the project site construction corridor whenever possible. The material cannot be placed in residential and/or environmentally sensitive (e.g. wetlands) areas. Under no circumstances shall contaminated soils be placed in an uncontaminated or less contaminated area (including the area above the groundwater table if this area shows no sign of contamination).

The Contractor shall submit to MassDOT the proposed disposal location for unregulated soils for approval. If such a disposal location is not a licensed disposal facility, the Contractor shall submit to the Engineer analytical data to characterize the disposal area sufficiently to verify that the unregulated material generated within the MassDOT construction project limits is equal to or less than the contaminant levels at the disposal site and meets the non-degradation requirements of the MCP. In addition, the Contractor shall provide written confirmation from the owner of the proposed disposal location that they have been provided with the analytical data for both the materials to be disposed as well as the disposal site characterization and that s/he agrees to accept this material. A Material Shipping Record or Bill of Lading, as appropriate, shall be used to track the off-site disposal of unregulated soil and a copy, signed by the disposal facility or property owner, shall be provided to the Engineer in order to document legal disposal of the unregulated material.

The cost of on-site disposal of unregulated soil within the project area will be considered incidental to the item of work to which it pertains.

REGULATED SOIL consists of materials containing measurable levels of OHM that are equal to or exceed the applicable Reportable Concentrations for the site as defined by the MCP, 310 CMR 40.0000. Regulated soil which meets the MCP reuse criteria of the applicable soil/groundwater category for this project area may be reused on site provided that it meets the appropriate geotechnical criteria established by the Engineer. Regulated Soil may be reused (as daily or intermediate cover or pre-cap contouring material) or disposed (as buried waste) at lined landfills within the Commonwealth of Massachusetts or at an unlined landfill that is approved by the Massachusetts Department of Environmental Protection (DEP) for accepting such material, in accordance with DEP Policy #COMM-97-001, or at a similar out-of-state facility. It should be noted that soils which exceed the levels and criteria for disposal at in-state landfills, as outlined in COMM-97-001, may be shipped to an in-state landfill, but require approval from the DEP Division of Solid Waste Management and receiving facility. An additional management alternative for this material is recycling into asphalt. Regulated Soils may also be recycled at a DEP approved recycling facility possessing a Class A recycling permit subject to acceptance by the facility and compliance with DEP Policy #BWSC-94-400. Regulated Soil removed from the site for disposal or treatment must be removed via an LSP approved Bill of Lading, Manifest or applicable material tracking form. This type of facility shall be approved/permitted by the State in which it operates to accept the class of contaminated soil in accordance with all applicable local, state and federal regulations.

HAZARDOUS WASTE consists of materials which must be disposed of at a facility permitted and operated in full compliance with Federal Regulation 40 CFR 260-265, Massachusetts Regulation 310 CMR 30.000, Toxic Substances Control Act (TSCA) regulations, or the equivalent regulations of other states, and all other applicable local, state, and federal regulations. All excavated materials classified as hazardous waste shall be disposed of at an out-of-state permitted

ITEMS 181.11 through 181.14 (Continued)

facility. This facility shall be a RCRA hazardous waste or TSCA facility, or RCRA hazardous waste incinerator. This type of facility shall be approved/permitted by the State in which it operates to accept hazardous waste in accordance with all applicable local, state and federal regulations and shall be permitted to accept all contamination which may be present in the soil excavate. The Contractor shall ensure that, when needed, the facility can accept TSCA waste materials i.e. polychlorinated biphenyls (PCBs). Hazardous waste must be removed from the site for disposal or treatment via an LSP approved Manifest.

MONITORING/SAMPLING/TESTING REQUIREMENTS

The Contractor shall be responsible for monitoring, sampling and testing during and following excavation of contaminated soils to determine the specific class of contaminated material. Monitoring, sampling and testing frequency and techniques should be performed in accordance with Item 180.03 – LSP Services. Additional sampling and analysis may be necessary to meet the requirements of the disposal facility license. The cost of such additional sampling and analysis shall be included in the bid cost for the applicable disposal items. The Contractor shall obtain sufficient information to demonstrate that the contaminated soil meets the disposal criteria set by the receiving facility that will accept the material.

No excavated material will be permanently placed on-site or removed for off-site disposal until the results of chemical analyses have been received and the materials have been properly classified. The Contractor shall submit to the Engineer results of field and laboratory chemical analyses tests within seven days after their completion, accompanied by the classification of the material determined by the Contractor, and the intended disposition of the material. The Contractor shall submit to the Engineer for review all plans and documents relevant to LSP services, including but not limited to, all documents that must be submitted to the DEP.

WASTE TRACKING

Copies of the fully executed Weight Slips/Bills of Lading/ Manifests/Material Shipping Records or other material tracking form received by the Contractor from each disposal facility and for each load disposed of at that facility, shall be submitted to Engineer and the Contractor's LSP within three days of receipt by the Contractor. The Contractor is responsible for preparing and submitting such documents for review and signature by the LSP or other appropriate person with signatory authority, three days in advance of transporting soil off-site. The Contractor shall furnish a form attached to each manifest or other material tracking form for all material removed off-site, certifying that the material was delivered to the site approved for the class of material. If the proposed disposition of the material is for reuse within the project construction corridor, the Contractor shall cooperate with MassDOT to obtain a suitable representative sample(s) of the material to establish its structural characteristics in order to meet the applicable structural requirements as fill for the project.

All material transported off-site shall be loaded by the Contractor into properly licensed and permitted vehicles and transported directly to the selected disposal or recycling facility and be accompanied by the applicable shipping paper. At a minimum, truck bodies must be structurally sound with sealed tail gates, and trucks shall be lined and loads covered with a liner, which shall be placed to form a continuous waterproof tarpaulin to protect the load from wind and rain.

ITEMS 181.11 through 181.14 (Continued)**DECONTAMINATION OF EQUIPMENT**

Tools and equipment which are to be taken from and reused off site shall be decontaminated in accordance with applicable local, state and federal regulations. This requirement shall include, but not be limited to, all tools, heavy machinery and excavating and hauling equipment used during excavation, stockpiling and handling of contaminated material. Decontamination of equipment is considered incidental to the applicable excavation item.

REGULATORY REQUIREMENTS

The Contractor shall be responsible for adhering to regulations, specifications and recognized standard practices related to contaminated material handling during excavation and disposal activities. MassDOT shall not be responsible at any time for the Contractor's violation of pertinent State or Federal regulations or endangerment of laborers and others. The Contractor shall comply with all rules, regulations, laws, permits and ordinances of all authorities having jurisdiction including, but not limited to, Massachusetts DEP, the U.S. Environmental Protection Agency (EPA), Federal Department of Transportation (DOT), Massachusetts Water Resources Authority (MWRA), the Commonwealth of Massachusetts and other applicable local, state and federal agencies governing the disposal of contaminated soils.

All labor, materials, equipment and services necessary to make the work comply with such regulations shall be provided by the Contractor without additional cost to MassDOT. Whenever there is a conflict or overlap within the regulations, the most stringent provisions shall apply. The Contractor shall reimburse MassDOT for all costs it incurs, including damages and/or fines, as a result of the Contractor's failure to adhere to the regulations, specifications, recognized standard practices, etc., that relate to contaminated material handling, transportation and disposal.

SUBMITTALS**I. Summary of Sampling Results, Classification of Material and Proposed Disposal Option.**

The following information, presented in tabular format, must be submitted to the Engineer for review and approval prior to any reuse on-site or disposal off-site. This requirement is on-going throughout the project duration. At least two weeks prior to the start of any excavation activity, the Contractor shall submit a tracking template to be used to present the information as stipulated below. Excavation will not begin until the format is acceptable to MassDOT.

Characterization Reports will be submitted for all soil, sediment, debris and groundwater characterized through the sampling and analysis program. Each report will include a site plan which identifies the sampling locations represented in the Report. The Construction Plan sheets may be used as a baseplan to record this information.

ITEMS 181.11 through 181.14 (Continued)

The Sampling Results will be presented in tabular format. Each sample will be identified by appropriate identification matching the sample identification shown on the Chain of Custody Record. The sample must also be identified by location (e.g. grid number or stockpile number). For each sample, the following information must be listed: the classification (unregulated, regulated, etc.), proposed disposal option for the stockpile or unit of material represented, and, all analytical results.

Each Characterization Report will include the laboratory analytical report and Chain of Custody Record for the samples included in the Report.

II. Stockpiling, Transport, and Disposal.

At least two weeks prior to the start of any excavation activity, the Contractor shall submit, in writing, the following for review and shall not begin excavation activity until the entire submittal is acceptable to MassDOT.

Excavation and Stockpiling Protocol:

Provide a written description of the management protocols for performing excavation and stockpiling and/or direct loading for transport, referencing the locations and methods of excavating and stockpiling excavated material.

Disposal and Recycling Facilities:

1. Provide the name, address, applicable licenses and approved waste profile for disposal and/or recycling location(s) where contaminated soil will be disposed. Present information substantiating the suitability of proposed sites to receive classifications of materials intended to be disposed there, including the ability of the facility to accept anticipated volumes of material.
2. Provide a summary of the history of compliance actions for each disposal/recycling facility proposed to be used by the Contractor. The compliance history shall include a comprehensive list of any state or federal citations, notices of non-compliance, consent decrees or violations relative to the management of waste (including remediation waste) at the facility. Material should not be sent to facilities which are actively considered by the DEP, USEPA or other responsible agency to be in violation of federal, state or local hazardous waste or hazardous material regulations. MassDOT reserves the right to reject any facility on the basis of poor compliance history.

ITEMS 181.11 through 181.14 (Continued)

Transportation:

The name, address, applicable license and insurance certificates of the licensed hauler(s) and equipment and handling methods to be used in excavation, segregation, transport, disposal or recycling.

III. Material Tracking and Analytical Documentation for Reuse/Disposal.

The following documents are required for all excavation, reuse and disposal operations and shall be in the format described. At least two weeks prior to the start of any excavation or demolition activity, the Contractor shall submit the tracking templates required to present the information as stipulated below. Excavation or demolition will not begin until the format is acceptable to MassDOT.

All soils, sediments and demolition debris must be tracked from the point of excavation to stockpiling to onsite treatment/processing operations to off-site disposal or onsite reuse as applicable.

Demolition Debris:

Demolition debris must be tracked if the debris is stockpiled at a location other than the point of origin or if treatment or material processing is conducted. Identification of locations will be based on the station-offset of the location. The tracking table will identify date and point of generation, any field screening such as PID or dust monitoring, visual observations/comments, quantity, and stockpile ID/processing operation location. For each unit of material tracked, the table will also track reuse of the material on-site, providing reuse date, location of reuse as defined by start and end station, width of reuse location by offset, the fill elevation range, quantity, and finish grade for said location. For demolition debris which is not reused on site, the table will also track disposal of the material as defined by disposal date, quantity and disposal facility. The table must provide a reference to any analytical data generated for the material.

Soil/Sediment:

Soil excavation will be identified based on the station-offset of the excavation location limits. The tracking table will identify date and point of generation, any field screening such as PID or dust monitoring, visual observations, quantity, and stockpile number/location. For each unit of material tracked, the table will also track reuse of the material on-site and disposal of the material off-site using the same categories identified for demolition debris above.

ITEMS 181.11 through 181.14 (Continued)

Method Of Measurement And Basis Of Payment

Disposal of contaminated soil shall be measured for payment by the Ton of actual and verified weight of contaminated materials removed and disposed of. The quantities will be determined only by weight slips issued by and signed by the disposal facility. The most cost-effective, legal disposal method shall be used. The work of the LSP for disposal under all of these items shall be incidental to the work with no additional compensation.

ITEM 181.11 Measurement for Disposal of Unregulated Soil shall be under the Contract Unit Price by the weight, in tons, of contaminated materials removed from the site and transported to and disposed of at an approved location or licensed facility, and includes any and all costs for approvals, permits, fees and taxes, additional testing/characterization required by the facility beyond the standard disposal test set, decontamination procedures, transportation and disposal.

ITEM 181.12 Measurement for Disposal of Regulated Soil – In-State Facility shall be under the Contract Unit Price by the weight in tons of contaminated materials removed from the site and transported to and disposed of at an approved in-state facility, and includes any and all costs for approvals, permits, fees and taxes, testing/characterization required by the facility beyond the standard disposal test set, decontamination procedures, transportation and disposal.

ITEM 181.13 Measurement for Disposal of Regulated Soil - Out-of-State Facility shall be under the Contract Unit Price by the weight in tons of contaminated materials removed from the site and transported to and disposed of at an approved out-of-state facility, and includes any and all costs for approvals, permits, fees and taxes, testing/characterization required by the facility beyond the standard disposal test set, decontamination procedures, transportation and disposal.

ITEM 181.14 Measurement for Disposal of Hazardous Waste shall be under the Contract Unit Price by the weight in tons of hazardous waste removed from the site and transported to and disposed of at the licensed hazardous waste facility, and includes any and all costs for approvals, permits, fees and taxes, testing/characterization required by the facility beyond the standard disposal test set, decontamination procedures, transportation and disposal.

ITEM 184.1 **DISPOSAL OF TREATED WOOD PRODUCTS** **TON**

Work under this item shall include the transportation and disposal of all treated existing wood product as directed by the Engineer.

The timber components of the existing structure are suspected to be treated with creosote, pentachlorophenol and/or CCA. This item shall include all costs for sampling, laboratory testing, loading, transportation and disposal of the treated wood. The Contractor is required to submit disposal manifests to the Engineer prior to the completion of the project. All aspects of this Item are to be completed in accordance with state and federal regulations.

Compensation

Measurement and payment will be by the weight, in tons, of treated timber transported and accepted at a licensed facility. The work shall be considered full compensation for all labor, tools, equipment, materials, testing, loading, transportation, approvals, and permits necessary for the completion of the work.

ITEM 201.3 **SPECIAL CATCH BASIN** **EACH****GENERAL**

The work under this item shall conform to the relevant provisions of Subsection 201 of the Standard Specifications and the following:

Work shall include installation of non-standard shallow catch basins with a 4-foot sump and equipped with a hood per the Construction Details included in the plans. The Contractor shall submit to the Engineer for approval each type of special catch basin prior to any work being done related to the special catch basins.

METHOD OF MEASUREMENT

Item 201.3 will be measured by the EACH Special Catch Basin installed, complete in place.

BASIS OF PAYMENT

Item 201.3 will be paid for at the Contract unit price per Each, which price shall include all labor, materials, tools, and equipment necessary for the construction of the catch basin including walls, base, top, concrete masonry and shall also include excavation, disposal of surplus materials, bedding, backfilling and all other work necessary to complete the work.

Catch Basin Hoods will be paid for separately under Item 224.12.

<u>ITEM 203.5</u>	<u>SPECIAL MANHOLE – 5 FOOT DIAMETER</u>	<u>EACH</u>
<u>ITEM 203.6</u>	<u>SPECIAL MANHOLE – 6 FOOT DIAMETER</u>	<u>EACH</u>

The work under these items shall conform to the relevant provisions of Subsections 201 and 220 of the Standard Specifications and the following:

The work shall include furnishing and installation of 5-foot and 6-foot diameter precast concrete manholes at the locations shown on the plans and as required by the Engineer. Special manholes shall be precast concrete and capable of supporting H-20 vehicle loading. Shop drawings and clock diagrams shall be submitted for review and approval prior to fabrication.

METHOD OF MEASUREMENT

Item 203.5, Item 203.6 will be measured for payment by the Each special manhole installed, regardless of the depth of the structure, complete in place.

BASIS OF PAYMENT

Item 203.5 and Item 203.6 will be paid for at the respective Contract unit prices per Each, which price shall include all labor, materials, equipment, and all incidental costs required to complete the work.

Frames and covers will be paid for separately under Item 222.3 – Frame and Grate (or Cover) Municipal Standard.

ITEM 222.3 FRAME AND GRATE (OR COVER) MUNICIPAL STANDARD EACH

The work under this item shall conform to the relevant provisions of Subsections 201 and 220 of the Standard Specifications and the following:

Work shall include furnishing and delivering of municipal standard frames and grates (or frames and covers).

Frames and grates shall have a two-directional or “grid-pattern” type and shall be manufactured by a MassDOT approved fabricator listed on the Qualified Construction Materials List (QCML). Casting date shall be listed on the QCML.

Frames and covers shall have a diamond pattern; pick holes and the appropriate word “DRAIN” or “SEWER” cast in 3-inch letters to match the corresponding utility. Frames and covers shall be manufactured by a MassDOT approved fabricator listed on the Qualified Construction Materials List (QCML). Casting date shall be listed on the QCML.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Item 222.3 will be measured for payment per EACH Frame and Grate (or Cover) Municipal standard , furnished and delivered to the site.

BASIS OF PAYMENT

Item 222.3 will be paid for at the Contract unit price per EACH, which price shall include all labor, materials, equipment, and all incidental costs required to complete the work.

Each frame and grate or frame and cover will be considered as one unit.

ITEM 241.481 48 INCH REINFORCED CONCRETE ARCH PIPE FOOT

The work under this item shall conform to the relevant provisions of Subsection 230 of the Standard Specifications and the following:

The work shall include furnishing and installing reinforced concrete arch pipe per the Construction Details included in the plans.

Bedding, backfill, and compaction requirements for reinforced concrete arch pipes shall be in accordance with AASHTO LRFD Bridge Construction Specifications for reinforced concrete arch pipes (Chapter 27).

METHOD OF MEASUREMENT

Items 241.481 will be measured for payment by the unit Foot of 48 inch, Reinforced Concrete Arch Pipe, complete in place.

BASIS OF PAYMENT

Item 241.481 will be paid for at the Contract unit price bid per Foot of 48 Inch, Reinforced Concrete Arch Pipe, which price shall include all labor, materials, equipment, and incidental costs required to complete the work.

Bedding for reinforced concrete arch pipes will be paid for under Item 151.2 – Gravel Borrow for Backfilling Structures and Pipes.

<u>ITEM 271.121</u>	<u>12 INCH AND UNDER PIPE REMOVED AND DISCARDED</u>	<u>FOOT</u>
<u>ITEM 271.181</u>	<u>18 INCH PIPE REMOVED AND DISCARDED</u>	<u>FOOT</u>
<u>ITEM 271.241</u>	<u>24 INCH PIPE REMOVED AND DISCARDED</u>	<u>FOOT</u>
<u>ITEM 271.301</u>	<u>30 INCH PIPE REMOVED AND DISCARDED</u>	<u>FOOT</u>

The work under these items shall conform to the relevant provisions of Subsection 270 of the Standard Specifications and the following:

The work under Items 271.121, 271.181, 271.241, and 271.301 shall include the removal and discarding of existing drainage pipes that are damaged or unsuitable for abandonment in place and as directed by the Engineer. The Contractor shall backfill the void left by the removal of the drainage pipe with ordinary borrow or suitable excavated material, compacted in lifts no greater than 12 inches up to the bottom of proposed subgrade.

METHOD OF MEASUREMENT

Items 271.121, 271.181, 271.241, and 271.301 will be measured for payment by the unit Foot of Pipe Removed and Discarded respectively.

BASIS OF PAYMENT

Items 271.121, 271.181, 271.241, and 271.301 will be paid for at the Contract unit price bid per Foot of Pipe Removed and Discarded respectively, which prices shall include all labor, materials, equipment, excavation, shoring, bracing, protection of existing utilities, and incidental costs required to complete the work.

No separate payment shall be made for the off-site disposal of existing pipes, but all costs in connection therewith shall be included in the unit price bid under these items.

Ordinary Borrow used for backfill will be paid for under Item 150.

ITEM 470.2 **HOT MIX ASPHALT BERM, TYPE A – MODIFIED** **FOOT**

The work under this item shall conform to the relevant provisions of Subsection 470 of the Standard Specifications and the following:

The work shall include installing Hot Mix Asphalt (HMA) berm at the locations shown on the plans. Hot Mix Asphalt Berm, Type A – Modified shall match the dimensions shown on the plans.

METHOD OF MEASUREMENT

Item 470.2 will be measured for payment by the unit Foot of Hot Mix Asphalt Berm, Type A – Modified, installed and accepted, complete in place.

BASIS OF PAYMENT

Item 470.2 will be paid for at the Contract unit price bid per Foot of Hot Mix Asphalt Berm, Type A – Modified, which price shall include all labor, materials, equipment, and incidental costs required to complete the work.

ITEM 629.01 **CONCRETE BARRIER REMOVED AND STACKED** **EACH**

The work under this item shall conform to the relevant provisions of Subsections 120, 150, and 600 of the Standard Specifications and the following:

The work shall include removing and stacking the existing concrete barriers at the locations shown on the plans. The concrete barriers shall be carefully removed and stacked at a location on the adjacent property, as required by the Engineer, in coordination with the property owner. The Contractor shall exercise care and make every effort to protect the concrete barrier and keep it intact during removal and transport. Concrete barrier that the owner refuses shall become property of the Contractor at no additional compensation.

METHOD OF MEASUREMENT

Item 629.01 will be measured by Each of Concrete Barrier Removed and Stacked, complete in place.

BASIS OF PAYMENT

Item 629.01 will be paid for at the contract unit price per unit Each of Concrete Barrier Removed and Stacked , which price shall include all labor, material, equipment and incidental costs required to complete the work.

ITEM 655.3

POST AND RAIL WOOD FENCE

FOOT

The work under this item shall conform to the relevant provisions of Subsections 150, 170 and 600 of the Standard Specifications and the following:

The work under this item shall consist of furnishing and installing the timber railing fence fastened to wood posts, as shown on the plans.

SUBMITTALS

The Contractor shall submit to the Engineer for approval a complete set of shop drawings, showing the layout of all railings, including bolt holes.

QUALITY ASSURANCE

Beams that contain unsound knots and shakes, excessive checking or other defects that may be detrimental to their structural integrity will be rejected and shall not be used in the proposed work.

MATERIALS

Timber for rails and rail posts shall be IPE, *Tabebuia* spp., lapacho group. IPE lumber shall have a minimum density of 64 pounds per cubic foot. Lumber dimensions shown on the plans are nominal.

The mechanical properties of the IPE lumber shall be verified using US Forest Product Laboratories testing methods (2nd standard) and shall exceed the values listed below:

Modulus of Elasticity: 3,140,000 pounds per square inch

Bending Strength: 25,400 pounds per square inch

Crush Strength: 10,000 pounds per square inch

The lumber shall be dried to a moisture content of no more than 19%. Dimensions shall have a tolerance of plus/minus 0.08" at 19% moisture.

The IPE lumber supplier shall provide proof of membership in the Certified Forest Products Council.

Ends of the lumber shall be sealed after cutting using a clear aqueous wax end sealer appropriate for use with IPE to reduce end checking.

The lumber shall be in sound condition, free from worm holes, knots, longitudinal heart cracks, soft sap wood, fungus, and deformation (twisting or cupping) that cannot be removed during installation using normal installation methods and tools. Natural drying checks to a maximum of 1/8 inch width will be acceptable.

ITEM 655.3 (Continued)

All holes shall be predrilled. Bolt holes shall be 1/16 inch larger than bolt thread diameter, unless otherwise noted on the plans.

All connectors, fasteners, and hardware shall be either stainless steel type 304 or 316 alloy or shall be Hot-dip galvanized meeting the requirements of ASTM A153 and A123, with 2 ounces of zinc coating per square foot minimum. Fasteners, connectors, and hardware used together shall be of the same type.

CONSTRUCTION METHODS

Wood rail fence posts shall be set plumb, backfilled with ordinary borrow, as required, and compacted to the lines and grades shown on the Plans and/or as required by the Engineer.

The Contractor shall be required to furnish extra length posts at transition areas or where field conditions warrant. These posts shall be of such length that the minimum depth in the ground, as shown on the Plans, is maintained.

The Contractor shall take extreme care in the handling of the railings. Any damaged timbers will be replaced by the Contractor at the discretion of the Engineer and at no additional cost.

Rails shall span a minimum of three members.

Wood rails shall be erected to form a smooth continuous rail conforming to the required line and grade. Butt adjoining rail sections with a maximum separation between adjoining rail sections of 1/16 inch.

Rails shall be butt jointed at alternate posts or as directed. Hammering or other forceful method of inserting bolt shall not be used.

METHOD OF MEASUREMENT

Item 655.3 will be measured for payment by the unit Foot of Post and Rail Wood Fence, installed and accepted, complete in place.

BASIS OF PAYMENT

Item 655.3 will be paid for at the Contract unit price bid per Foot of Post and Rail Wood Fence, which price shall be considered as full compensation for all labor, materials, equipment, and incidental costs required to complete the work, including all required fasteners, bolts, nuts, washers, excavation, backfill, and fine grading and compacting required to complete the work.

ITEM 690.11 STONE MASONRY WALL REMOVED AND STACKED CUBIC YARD

The work under this item shall conform to the relevant provisions of Subsection 690 of the Standard Specifications and the following:

The work shall include removing and stacking the existing stone masonry walls as shown on the plans. The Contractor shall coordinate the removal of the stone masonry walls with the Engineer and the owner. The Contractor shall stack the stone masonry walls on the owner's property at a location determined by the property owner, as approved by the Engineer. Any damage caused by the Contractor's negligence to private property during the removing and stacking process shall be repaired or replaced by the Contractor at no additional cost to the requirement of the Engineer.

METHOD OF MEASUREMENT

Item 690.11 will be measured for payment by the unit Cubic Yard of Stone Masonry wall Removed and Stacked, complete in place.

BASIS OF PAYMENT

Item 690.11 will be paid for at the Contract unit price bid per each Cubic Yard of Stone Masonry wall Removed and Stacked, which price shall include all labor, materials, equipment, and incidental costs required to complete the work as described.

ITEM 691.1 BALANCE STONE WALL REMOVED AND STACKED FOOT

The work under this item shall conform to the relevant provisions of Subsection 690 of the Standard Specifications and the following:

The work shall include removing and stacking the existing balance stone walls as shown on the plans. The Contractor shall coordinate the removal of the balance stone walls with the Engineer and the owner. The Contractor shall stack the balance stone walls on the owner's property at a location determined by the property owner, as approved by the Engineer. Any damage caused by the Contractor's negligence to private property during the removing and stacking process shall be repaired or replaced by the Contractor at no additional cost to the requirement of the Engineer.

METHOD OF MEASUREMENT

Item 691.1 will be measured for payment by the unit Foot of Balance Stone Wall Removed and Stacked, complete in place.

BASIS OF PAYMENT

Item 691.1 will be paid for at the Contract unit price bid per Foot of Balance Stone Wall Removed and Stacked, which price shall include all labor, materials, equipment, and incidental costs required to complete the work as described.

ITEM 697.1**SILT SACK****EACH**

Work under this item shall conform to the relevant provisions of Subsections 227 and 670 of the Standard Specifications and the following:

The work under this item includes the furnishing, installation, maintenance and removal of a reusable fabric sack to be installed in drainage structures for the protection of wetlands and other resource areas and the prevention of silt and sediment from the construction site from entering the storm water collection system. Devices shall be ACF Environmental (800)-448-3636; Reed & Graham, Inc. Geosynthetics (888)-381-0800; The BMP Store (800)-644-9223; or approved equal.

CONSTRUCTION

Silt sacks shall be installed in retained existing and proposed catch basins and drop inlets within the project limits and as required by the Resident Engineer.

The silt sack shall be as manufactured to fit the opening of the drainage structure under regular flow conditions, and shall be mounted under the grate. The insert shall be secured from the surface such that the grate can be removed without the insert discharging into the structure. The filter material shall be installed and maintained in accordance with the manufacturer's written literature and as directed by the Engineer.

Silt sacks shall remain in place until the placement of the pavement overlay or top course and the graded areas have become permanently stabilized by vegetative growth. All materials used for the filter fabric will become the property of the Contractor and shall be removed from the site.

The Contractor shall inspect the condition of silt sacks after each rainstorm and during major rain events. Silt sacks shall be cleaned periodically to remove and disposed of accumulated debris as required. Silt sacks, which become damaged during construction operations, shall be repaired or replaced immediately at no additional cost to the Department.

When emptying the silt sack, the contractor shall take all due care to prevent sediment from entering the structure. Any silt or other debris found in the drainage system at the end of construction shall be removed at the Contractors expense. The silt and sediment from the silt sack shall be legally disposed of offsite. Under no condition shall silt and sediment from the insert be deposited on site and used in construction.

All curb openings shall be blocked to prevent stormwater from bypassing the device.

All debris accumulated in silt sacks shall be handled and disposed of as specified in Section 227 of the Standard Specifications

COMPENSATION

Silt sacks will be measured and paid at the Contract unit price per each, complete in place, which price shall include all labor, materials, equipment and incidental costs required to complete the work. No separate payment will be made for removal and disposal of the sediment from the insert, but all costs in connection therewith shall be included in the Contract unit price bid.

ITEM 698.3 GEOTEXTILE FABRIC FOR SEPARATION SQUARE YARD

The work under this item shall conform to the requirements of Materials Subsection M9.50.0 and the following:

The work under this item includes the furnishing and installation of geotextile fabric for separation, class 1 in areas of stone for pipe ends (see plans – Construction Details).

Geotextile Fabric for Separation shall conform to the requirements of AASHTO M 288 and shall be listed on the Qualified Construction Material's List and be approved for separation.

The geotextile fabric shall be installed per the manufacturer's instructions and AASHTO M-288, whichever is more stringent.

At locations of fabric installation, the subgrade shall first be graded and compacted. All rocks, vegetation, and other obstructions shall be removed before placement of fabric. The fabric shall be installed and fastened in place in conformance with the manufacturer's recommendations for installation on slopes.

Sewn seams shall be lapped a minimum of four inches and double sewn. The thread used to sew the seam shall be nylon or polypropylene.

Overlapped seams shall have a minimum overlap of 18 inches.

All seams shall be subject to the approval of the Engineer.

Geotextile that becomes torn or damaged shall be replaced or patched. The patch shall extend 3 feet beyond the perimeter of the tear or damage.

METHOD OF MEASUREMENT

Item 698.3 will be measured for payment at the Contract unit per Square Yard, of Geotextile Fabric for Separation, furnished and installed complete in place.

BASIS OF PAYMENT

Item 698.3 will be paid at the contract unit price per Square Yard, of Geotextile Fabric for Separation, which price shall include all labor, materials, equipment, sewing, and all incidental costs required to complete the work.

No separate payment will be made for material required for overlap areas, but all costs in connection therewith shall be included in the square yard price bid.

ITEM 698.4**GEOTEXTILE FABRIC FOR
PERMANENT EROSION CONTROL****SQUARE YARD**

The work under this item shall consist of furnishing and placement of geotextile fabric for permanent erosion control at the locations shown on the Plans or as directed by the Engineer.

This work shall include the installation of geotextile fabric between the interface of the natural soil layer and the proposed streambed restoration as indicated on the Plans.

The geotextile fabric shall be handled and installed per the manufacturer's recommendations.

Materials

The geotextile fabric shall be selected from the MassDOT Qualified Construction Materials List. The geotextile fabric shall conform to the requirements of Subsection M9.50.0 of the Standard Specifications and AASHTO M 288, Class 3, for fabric used for permanent erosion control. Construction and installation shall be in accordance with AASHTO M 288 including Appendix A and the following.

Methods

Atmospheric exposure of the geotextile fabric to the elements following lay down shall be limited to a maximum of 14 days.

For seams that are sewn in the field, the Contractor shall provide at least a six-foot length of sample sewn seam for the approval of the Engineer before the geotextile fabric is installed. The seams sewn for sampling shall be sewn using the same type of equipment and procedures as will be used for the production seams. If seams are sewn in both the machine and cross machine direction, samples of seams for both directions shall be provided. The seam assembly description shall be submitted by the Contractor along with the seam samples. This description shall include the seam type, stitch type, sewing thread, and stitch density. If the Contractor elects to sew seams instead of overlap, colored thread must be used.

Geotextile shall be placed in direct contact with soils without wrinkles or folds and shall be anchored on a smooth graded surface approved by the Engineer. The geotextile shall be placed in such a manner that placement of the overlaying materials will not excessively stretch or tear it.

Adjacent geotextile sheets shall be joined by either sewing or overlapping. At roll ends, overlapped seams shall overlap a minimum of 12 inches, except when placed under water, where they shall overlap a minimum of 3 feet. Adjacent rolls shall overlap a minimum of 12 inches.

Care shall be taken during installation to prevent damage to the geotextile as a result of the installation process. Should the geotextile be damaged, a geotextile patch shall be placed over the damaged area extending a minimum of 3 feet beyond the limits of the damage.

ITEM 698.4 (Continued)

Care shall be taken during the placement of crushed stone and riprap to avoid stretching and subsequent tearing of the geotextile. Stones shall not be dropped from a height exceeding 3 feet.

Field monitoring shall be performed to verify that the crushed stone and riprap placement does not damage the geotextile.

Any section of fabric that is damaged shall be repaired in accordance with the manufacturer's requirements and AASHTO M 288 and to the requirement of the Engineer or it shall be replaced at the Contractor's expense.

If during construction, including any time prior to final acceptance of the project by MassDOT, the slope shall exhibit signs of failure, the slope shall be repaired and the geotextile fabric reinstalled or replaced by the Contractor, as required by the Engineer, at Contractor's expense.

METHOD OF MEASUREMENT

Geotextile Fabric for Permanent Erosion Control will be measured for payment by the Square Yard, complete in place as shown on the Plans or as directed by the Engineer. Overlapping for seams and joints shall be measured as one layer of fabric. Any embedment or wrapping at the toe or top of slope, applied per manufacturer's installation recommendations or the Engineer direction shall be measured for payment.

BASIS OF PAYMENT

Geotextile Fabric for Permanent Erosion Control will be paid for at the Contract unit price per Square Yard, which price shall include all labor, materials, equipment and incidental costs required to complete the work as indicated on the Contract Documents, as specified herein and as required by the Engineer.

<u>ITEM 707.011</u>	<u>PLANTER REMOVED AND STACKED, LOCATION 1</u>	<u>LUMP SUM</u>
<u>ITEM 707.012</u>	<u>PLANTER REMOVED AND STACKED, LOCATION 2</u>	<u>LUMP SUM</u>

The work under these items shall conform to the relevant provisions of Subsections 120 and 150 of the Standard Specifications and the following:

The work shall include removing and stacking the existing planters located at:

- 259 Ayer Road (Location 1)
- 295 Ayer Road (Location 2)

The planter shall be carefully removed and stacked at a location on the adjacent property, as required by the Engineer, in coordination with the property owner.

The Contractor shall exercise care and make every effort to protect the planter and keep it intact during removal and transport. If a portion of the existing planter is damaged by the Contractor's operations during the removal and stacking process, a new portion of planter of the same type and material shall be provided at the Contractor's expense. If any portion of the planter is determined to be unsuitable for reuse by the Engineer (e.g. stone masonry) then that portion shall become the property of the Contractor and shall be removed and discarded.

The work shall also include the removal and disposal of the existing landscape material within the planter.

The work shall also include the removal and disposal of footings up to a depth of 12 inches below the proposed surface of sidewalks.

The Contractor shall backfill with compacted gravel all holes resulting from the removal of the existing planter and its footings and restore the area to match existing conditions of adjacent areas.

BASIS OF PAYMENT

Items 707.011 and 707.012 will be paid by the lump sum, which shall include all items necessary to complete the work and which price shall constitute full compensation for all labor, tools, materials, equipment, and incidental costs required to complete the work.

No separate payment will be made for gravel backfill or excavation and disposal of existing footings, if required, but all costs in connection therewith shall be included in the Contract unit price bid.

ITEM 707.03

BOULDER REMOVED AND STACKED

EACH

The work under this item shall conform to the relevant provisions of Subsections 120 and 150 of the Standard Specifications and the following:

The work shall include removing and stacking existing boulders at the locations shown on the plans. The boulders shall be carefully removed and stacked at a location on the adjacent property, as required by the Engineer, in coordination with the property owner. This location shall not be within three feet of the proposed shared use path.

The Contractor shall exercise extreme care in the removal and stacking process. Blankets and lifting straps, or other methods as required by the Engineer, shall be utilized as to prevent damage to the existing stones.

Boulders which the abutting property owner refuses shall be disposed of by the Contractor at no additional compensation.

METHOD OF MEASUREMENT

Item 707.03 will be measured for payment by the unit Each Boulder Removed and Stacked, complete in place.

BASIS OF PAYMENT

Item 707.03 will be paid for at the Contract unit price bid per Each Boulder Removed and Stacked, which price shall include all labor, materials, equipment, and incidental costs required to complete the work as described.

ITEM 707.82

POST REMOVED AND STACKED

EACH

The work under this item shall conform to the relevant provisions of Subsections 120 and 150 of the Standard Specifications and the following:

Work shall include removal and stacking of posts, and/with lights if present, as shown on the plans. The post shall be carefully removed and stacked at a location on the adjacent property, as required by the Engineer, in coordination with the property owner. The Contractor shall exercise care and make every effort to protect the post and keep it intact during removal and transport. The ground lights shall be disconnected from the existing wiring, if present. Existing wiring shall be terminated and capped beyond the limit of work for future use.

The Contractor shall completely remove the post and backfill with compacted gravel all holes resulting from the removal of the existing post and their foundations and restore the area to match existing conditions of adjacent areas.

The work shall also include the removal and disposal of footings, if present, up to a depth of 12 inches below the proposed sidewalk surface.

METHOD OF MEASUREMENT

Item 707.82 will be measured for payment by the unit Each Post Removed and Stacked, as called out on the plans or as required by the Engineer.

BASIS OF PAYMENT

Item 707.82 will be measured and paid for at the Contract unit price bid per Each Post Removed and Stacked, which price shall include all labor, materials, equipment, and incidental costs required to complete the work.

No separate payment will be made for excavation, backfill, transportation, or removal and disposal of footings, but all costs in connection therewith will be incidental to this item.

ITEM 711.01

IRON PIN REMOVED AND RESET

EACH

The work under this item shall conform to the relevant provisions of Subsection 5.07 and Subsection 710 of the Standard Specifications and the following:

The work shall include the removal and resetting of iron pins as noted on the plans or required by the Engineer.

CONSTRUCTION METHODS

Prior to removal, the location of the iron pin shall be documented by a Commonwealth of Massachusetts Professional Land Surveyor. The Contractor shall provide a temporary storage location, as approved by the Engineer, until such time that the pin may be reinstalled. Pins shall be reinstalled by the Contractor when required by the Engineer, under the direction of a Commonwealth of Massachusetts Professional Land Surveyor. Pins damaged or misplaced by the Contractor during removal, temporary storage, or installation, shall be replaced with a new pin at the Contractor's expense.

METHOD OF MEASUREMENT

Item 711.01 will be measured for payment by the unit each Iron Pin Removed and Reset, complete in place.

BASIS OF PAYMENT

Item 711.01 will be measured and paid for at the Contract unit price bid per each Iron Pin Removed and Reset, which price shall include all labor, materials, equipment, and incidental costs required to complete the work as described.

ITEM 712.

BOUND REMOVED AND STACKED

EACH

The work under this item shall conform to the relevant provisions of Subsections 120 and 150 of the Standard Specifications and the following:

Work shall include removal and stacking of bounds as shown on the plans. The bound shall be carefully removed and stacked at a location on the adjacent property, as required by the Engineer, in coordination with the property owner. The Contractor shall exercise care and make every effort to protect the bound and keep it intact during removal and transport.

The Contractor shall completely remove the bound and backfill with compacted gravel all holes resulting from the removal of the existing bound and restore the area to match existing conditions of adjacent areas.

METHOD OF MEASUREMENT AND

Item 712. will be measured for payment by the unit each Bound Removed and Stacked, as called out on the plans or as required by the Engineer.

BASIS OF PAYMENT

Item 712. will be measured and paid for at the Contract unit price bid per each Bound Removed and Stacked, which price shall include all labor, materials, equipment, and incidental costs required to complete the work.

No separate payment will be made for excavation, backfill, or transportation, but all costs in connection therewith shall be included in the Contract unit price bid.

ITEM 740. ENGINEER'S FIELD OFFICE AND EQUIPMENT (TYPE A) MONTH

The work under this Item shall conform to the relevant provisions of Subsection 740 of the Standard Specifications and the following:

Two computer systems and printer system meeting minimum requirements set forth below including installation, maintenance, power, paper, disks, and other supplies shall be provided at the Resident Engineer's Office:

All equipment shall be UL approved and Energy Star compliant.

The Computer Systems shall meet the following minimum criteria or better:

Processor:	Intel, 3.5 GHz
System Memory (RAM):	12 GB
Hard Drive:	500 GB
Optical Drive:	DVD-RW/DVD+RW/CD-RW/CD+RW
Graphics Card:	8 GB
Network Adapter:	10/100 Mbit/s
USB Ports:	6 USB 3.0 ports
Keyboard:	Generic
Mouse:	Optical mouse with scroll, MS-Mouse compliant
Video/Audio	the computer system shall be capable of allow video calling and recording:
Video camera	shall be High Definition 1080p widescreen capable video calling and recording with built in microphone. The microphone system shall capture natural audio while filtering out background noise.
Audio	shall be stereo multimedia speaker system delivering premium sound.
OS:	Latest Windows Professional with all security updates
Web Browser:	Latest Internet Explorer with all security updates
Applications:	Latest MS Office Professional with all security updates Latest Adobe Acrobat Professional with all security updates Latest Autodesk AutoCAD LT Antivirus software with all current security updates maintained through the life of the contract.
Monitors:	Two 27" LED with Full HD resolution. Max. resolution 1920 x 1080
Flash drives:	2 (two) - 128GB USB 3.0
Internet access:	High Speed (min. 24 mbps) internet access with wireless router.

ITEM 740. (Continued)

The Multifunction Printer System shall meet the following minimum criteria or better:

Color laser printer, fax, scanner, email and copier all in one with the following minimum capabilities:

- Estimated volume 8,000 pages per month
- LCD touch panel display
- 50 page reversing automatic document feeder
- Reduction/enlargement capability
- Ability to copy and print 11" x 17" paper size
- email and network pc connectivity
- Microsoft and Apple compatibility
- ability to overwrite latent images on hard drive
- 600 x 600 dpi capability
- 30 pages per minute print speed (color),
- 4 Paper Trays Standard (RADF) (not including the bypass tray)
- Automatic duplexing
- Finisher with staple functions
- Standard Ethernet. Print Controller
- Scan documents to PDF, PC and USB
- ability to print with authenticated access protection

The Contractor shall supply a maintenance contract for next day service, and all supplies (toner, staples, paper) necessary to meet estimated monthly usage.

The Engineer's Field Office and the equipment included herein including the computer systems, and printer shall remain the property of the Contractor at the completion of the project. Disks, flash drives, and card readers with cards shall become the property of the Department.

Compensation for this work will be made at the contract unit price per month which price includes full compensation for all services and equipment, and incidentals necessary to provide equipment, maintenance, insurance as specified and as required by the Engineer.

ITEM 751.7**COMPOST BLANKET****CUBIC YARD**

The work under this Item shall conform to the relevant provisions of Subsection 751 and M1.06.0 Compost of the Standard Specifications and the following:

Work shall consist of furnishing and pneumatically applying compost as a thin mulch blanket (1/2-1 inch depth) over prepared soil to provide temporary soil stabilization and organic matter for plant growth.

SUBMITTALS AND MATERIALS

No materials shall be delivered until the required submittals have been approved by the Engineer. Delivered materials shall match the approved samples. Approval of test results does not constitute final acceptance.

Contractor shall submit to the Engineer samples and certified test results no sooner than 60 days prior to application of compost. Vender certification that material delivered meets the test results shall be submitted if requested.

Compost shall meet the requirements for M1.06.0: Compost, Type 2, as referenced in the MassDOT– Highway Division Standard Specifications for Highways and Bridges, Division III: Materials Specifications, latest edition.

The Engineer shall approve the Contractor's equipment for application.

CONSTRUCTION METHODS

Application of compost material shall not begin until the Engineer has approved the site and soil conditions. Soil preparation shall be as specified under the applicable item for soil placement or for seeding. The Contractor shall notify the Engineer when areas are ready for inspection and application of compost.

Compost blanket shall be pneumatically applied (blown on) to a minimum depth of one half to one inch. Where shown on the plans or when directed by the Engineer depth may be increased to provide berms for sediment control or to otherwise prevent slope erosion.

When compost blanket is proposed with seeding, seed shall be broadcast and shall occur in conjunction with compost blanket, as specified under the relevant item for seeding.

When compost blanket is proposed for areas with planting, compost (and seed if applicable) shall be applied after planting. If compost and seed occur prior to planting, areas shall be regraded and compost and seed reapplied to the satisfaction of the Engineer and at the Contractor's expense.

ITEM 751.7 (Continued)

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Item 751.7 will be measured and paid for at the Contract unit price per Cubic Yard which price shall include all labor, materials, equipment, and all incidental costs required to complete the work of pneumatically applying compost.

Surface preparation of substrate receiving compost blanket shall be compensated under the applicable item for placement of loam, sand, ordinary borrow, wetland soil, topsoil rehandled and spread, tilled existing soil, or other specified substrate.

Seeding, if utilized, will be compensated for under the appropriate seeding items.

ITEM 755.35**INLAND WETLAND REPLICATION AREA****LUMP SUM**

The work under this item shall conform to the relevant provisions of Subsections 120, 770, 771 of the Standard Specifications and the following:

Work under this item shall include furnishing material and the construction and maintenance of inland wetland replication areas as shown on the drawings and as required by the Engineer. Inland Wetland Replication Area shall hereafter be referred to as Replication Area. All work shall be in coordination with an approved Wetland Specialist as specified under that item.

Wetland Restoration work shall be as specified and compensated under that item. Construction of tidal wetlands shall be as specified under the appropriate item for tidal wetland mitigation.

The Replication Area shall be constructed prior to wetland impacts unless otherwise approved by the Engineer, specified herein, or specified in permit conditions and approvals. Construction schedule shall be appropriate to planting and seeding season (see below). Changes to this schedule will require written approval from the Engineer.

DESCRIPTION OF WORK

Construction of the Replication Area shall be completed as shown on the drawings at the following location(s):

Area A (STA 20+50 L 65'): 2415 s.f.+/-

Area B (STA 20+85 L 85'): 1755 s.f.+/-

Area C (STA 64+85 R 30'): 554 s.f.+/-

Replication Area shall be constructed to meet the requirements of all associated permits and certifications, including relevant performance standards of the Massachusetts Wetlands Protection Act (MGL C. 131, s40) and U.S. Army Corps of Engineers Permit. The Town of Harvard Order of Conditions shall be considered and all conditions of the permit must be fully met by the Contractor.

The Contractor is responsible for protection and preservation of natural areas adjacent to the Replication Area both within and outside the project limits and for the duration of the Contract; including but not limited to damage to soils or vegetation due to erosion, sedimentation, compaction, trampling, vehicles, storage of materials, or other negligence shall be repaired to the satisfaction of the Engineer and at the Contractor's expense.

The Wetland Specialist overseeing the Wetland Replication construction work shall not be from the same company as that which is performing planting, seeding, or participating in any aspect of the Wetland Replication construction. The wetland scientist credentials shall be submitted to the Engineer prior to construction.

ITEM 755.35 (Continued)**SUBMITTALS - DOCUMENTS**

Request for Conditional Acceptance: As specified below, a letter requesting Conditional Acceptance of the work and the site conditions shall be submitted to the Engineer.

Request for Certificate of Compliance (Partial or Full): As specified below, shall be submitted to the Engineer for distribution to appropriate regulatory agencies.

Request for Final Acceptance: As specified below, a letter requesting Final Acceptance of the work and the site conditions shall be submitted to the Engineer.

Monitoring Reports: Reports shall be submitted to the Engineer as specified below. Reports shall be compensated under Item 755.75 and 755.76.

SUBMITTALS - MATERIAL**Soil and Amendments**

No soil, compost, or other soil amendment imported to the work site shall contain seeds, roots, stems, or other viable parts of invasive plants or other noxious plants.

At least sixty (60) days prior to installation and prior to ordering, the Contractor shall submit for approval sources of soil, compost, and amendments. Submittal shall include the supplier and location of the source. Off-site sources shall be identified and available for inspection by the Wetland Specialist prior to transport of material to the site to verify that they are likely to be free of invasive plant species, including all viable plant parts.

Samples of tested and approved wetland soil and soil amendments for soil texture, organic carbon content or other routine soil analysis parameters (e.g., pH, Cation Exchange Capacity, Percent Base Saturation) and Soil Organic Matter Analysis will be required if requested by the Engineer. The grab samples shall be collected by the Contractor or Wetland Specialist from multiple representative locations in the wetland topsoil mix following the "Umass Soil and Plant Tissue Testing Laboratory Sampling and Collection Protocols" (or equivalent certification paperwork provided by the soil supplier). The lab analysis shall be provided to the Engineer along with written certification from the Contractor or Wetland Specialist that the wetland topsoil was collected per the referenced protocol and meets the desired specification. The analysis and written certification of same shall be provided to the Engineer prior to placing the wetland topsoil in the Replication Area.

Seed Mix

Certificate of Materials from the supplier shall be submitted 30 days prior to seeding and must be approved prior to ordering materials. Seed species listed on the certificate shall include ecotype region (i.e., *Asclepias incarnata*, PA Ecotype).

ITEM 755.35 (Continued)

Seed tag from the bag of seed used shall be submitted to the Engineer at the time of seeding. Seed tag shall include ecotype region and species, guaranteed percentages of purity, weed content and germination of the seed, and the net weight. Seed tag shall match the Certificate of Materials, include the name of the supplier, and date material was sent.

Bill of lading or notarized Certificate of Compliance from the Supplier serving as proof of purchase shall be submitted if requested by the Engineer. Document shall include date of sale, quantity, lot number, and address of Supplier. This shall match the seed tag. Notary shall not work for either the contractor or seed supplier.

MATERIALS

Sediment Control Barrier and Erosion Prevention Measures

Sediment control barriers shall be per Item 767.121 coir logs shall be per Item 767.122.

Erosion prevention measures for disturbed areas adjacent to the Replication Area shall include but not necessarily be limited to compost blankets, jute mesh, seeding, and/or combinations thereof as approved by the Engineer.

Sediment controls and erosion prevention devices and measures shall be compensated under the respective items.

Wetland Soil

Soil appropriate for the Replication Area may be either hydric soil excavated from the impacted wetland, a manufactured mix of compost and on-site borrow, or a combination thereof, as approved by the Engineer.

Hydric soil from the impacted wetland area may be spread on the surface of the constructed Replication Area as an inoculant or can be placed in a bulk fashion in a roughly 1:1 ratio of area and depth. Soil shall be handled such that the original soil structure is preserved and shall not be compacted, screened, or otherwise processed.

Hydric soil from the impacted wetland that is infested with invasive plant species identified on the Massachusetts Invasive Plant Advisory Group (MIPAG) shall not be used in the Replication Area unless approved by the Wetland Specialist and Engineer. To the extent possible, infested soil shall be disposed of within the project limits in an upland area outside of regulated areas and as approved by the Invasive Plant Management Strategy item (if in the contract) or by the Engineer.

ITEM 755.35 (Continued)

A manufactured mix suitable for wetlands shall consist of on-site borrow from the proposed Replication Area (if approved by the Wetland Specialist and Engineer) thoroughly mixed with compost to achieve a target organic carbon content of 10-12% (up to 21% percent organic matter) by dry weight. The organic material used for mixing shall be well or partially decomposed. Clean leaf compost is the preferred soil amendment to achieve these standards though other materials may be used if approved by the Wetland Specialist and Engineer. Note that “clean” refers both to a negligible amount (<1%) of physical contaminants such as plastic and to the lack of chemical contaminants that might pose a hazard to plants or animals. Off-site borrow may be used for mixing if approved in advance by the Engineer.

No soil or soil amendment shall be brought on site without approval of the material source by the Wetland Specialist and the Engineer. Soils used in the replacement area shall be free of rocks greater than 4 inches in diameter.

Seed Mix

Seeding shall conform to the Standard Specifications Section M6, ROADSIDE DEVELOPMENT MATERIALS.

ITEM 755.35 (Continued)

Wetland Seed – Riparian Mix

<u>Botanical Name</u>	<u>Common Name</u>	<u>% PLS By Weight</u>
Grass		
Sorghastrum nutans NY Eco	Indiangrass NY Ecotype	14.00%
Schizachyrium scoparium	Little Blue Stem	14.00%
Elymus riparius	Riverbank Wild Rye	10.00%
Elymus virginicus	Virginia Wild Rye	10.00%
Panicum clandestinum 'Tioga'	Deer Tongue 'Tioga'	9.00%
Andropogon gerardii NY Eco	Big Bluestem NY Eco	8.00%
Carex vulpinoidea	Fox Sedge	7.00%
Panicum virgatum	Switchgrass	3.00%
Juncus effusus	Soft Rush	2.00%
Agrostis perennans	Upland Bentgrass	2.00%
Scirpus atrovirens	Green Bulrush	<u>1.00%</u>
		80.00%
Herb/Forb		
Chamaecrista fasciculata	Partridge Pea	3.00%
Verbena hastata	Blue Vervain	3.00%
Asclepias incarnata	Swamp Milkweed	3.00%
Heliopsis helianthoides	Ox-Eye Sunflower	2.00%
Eupatorium perfoliatum	Boneset	2.00%
Aster umbellatus	Flat Topped White Aster	1.00%
Aster prenanthoides	Zig Zag Aster	1.00%
Aster puniceus	Aster – Swamp	1.00%
Aster novae-angliae	New England Aster	1.00%
Eupatorium maculatum	Joe-pye Weed	1.00%
Monarda fistulosa	Wild Bergamot	1.00%
Vernonia noveboracensis	New York Ironweed	<u>1.00%</u>
		<u>20.00%</u>
		100.00%

Fertilizers shall not be used.

Wetland Seed – Riparian Mix: 20 lbs/acre PLS. In addition, apply 30 pounds of cover crop (grain oats or grain rye) as appropriate to the season.

50% Increase Adjustment for Field Conditions

ITEM 755.35 (Continued)

Seeding under the following conditions requires a 50% increase in the permanent mix at the time of construction:

- Seeding out of season
OR
- Seeding after Compost Blanket has been applied (unless already increased for out of season).

Water

The Contractor shall provide water and all equipment required at no extra cost. Water shall be suitable for irrigation and free from ingredients harmful to plants and wildlife. Water from the adjacent water bodies or waterways shall not be utilized. It is the Contractor's responsibility to correct injury or damage due to the lack of water, too much water, or use of contaminated water.

Mulch/Compost Blanket for Seeding

Hydromulch shall be per the manufacturer's recommendations and shall be wood fiber or straw mulch only. Mulch shall be incidental to seeding.

Compost Blanket may be used in lieu of mulch for seeding. Compost Blanket shall meet the material and submittal requirements of that Item and shall be applied as specified below. Compost Blanket shall be compensated under that item.

CONSTRUCTION METHODS & SEQUENCESite Protection MeasuresMinimizing Damage

The Contractor shall plan and execute operations in a manner minimizing the amount of excavated and exposed fill or other foreign materials that could be washed or otherwise carried into the Replication Area and nearby resource areas.

Construction of and access to the Replication Area shall minimize damage to existing vegetation and soils as specified herein. Damage to soils or vegetation shall be repaired to the satisfaction of the Engineer and at the Contractor's expense. If required for soil remediation, tilling and the addition of compost shall be at the Contractor's expense.

Wetland topsoil shall be deposited and graded in the Replication Area in a manner that minimizes travel and subsequent compaction of the subgrade (including any specified pit and mound topography) to the extent practicable, including use of track mounted excavators as appropriate. Should soils be compacted, they shall be loosened by a method such as disking, spring-tooth harrowing and/or rototilling. The Contractor shall use boards, timber or composite mats, or other approved materials as necessary, to protect existing and/or new wetlands from compaction due to heavy foot traffic or if equipment is required to travel over wetland soil. All labor and materials required for protection and preservation of site shall be incidental to this item.

ITEM 755.35 (Continued)**Stockpiling of Soil**

Stockpiling of soil, including hydric soil for replication, shall be at least 100 feet from the edge of the bordering and isolated vegetated wetlands and inland banks, unless approved otherwise by the Engineer. Stockpiled soils shall be securely stabilized and contained. Any areas of exposed soil or stockpiles within and adjacent to the Replication Area that will remain inactive for more than 7 calendar days shall be sown with a mix of rapid germinating annual grasses (e.g., annual rye) covered with a layer of straw mulch applied at a rate of 90 pounds per 1,000 square feet. As necessary, the mulch shall be anchored with a tacking coat (non-tar) applied by a hydro seeder or other method recommended by the Wetland Specialist in consultation with the Engineer. In the event that there is excess borrow, it shall be disposed of under Excavation, Item 120.1.

Sediment Barriers

Placement: Sediment barriers shall be installed along the downslope perimeter of the Replication Area beginning and ending in the surrounding upland so that no excavated material or disturbed soil can enter adjacent wetlands or waters. Where construction work is immediately upgradient of the wetland, barriers shall be located so as to protect the Replication Area until slopes are stabilized. Sediment barriers shall be in place and approved by the Engineer prior to excavation work. No work shall take place outside the barriers.

Maintenance: The Contractor shall ensure that all sediment barriers function as intended and at all times per the specifications of those respective items.

Existing Trees to Remain

Tree protection shall be per the relevant specifications and as shown on the plans or as required by the Engineer. To protect root systems of existing trees to remain, the limits of the Replication Area may be adjusted, but, the total area of replication required by the permits shall not be reduced. Access route may be adjusted as required.

Trees to be retained as snags (upright dead or dying trees left for wildlife habitat) within or adjacent to the Replication Area shall be as directed by the Wetland Specialist or Arborist during the initial site walk. Trees to remain as snags shall be clearly marked prior to clearing. Trees that pose a potential fall hazard (i.e., are near a roadway) should have limbs and trunk cut such that the tree does not pose a fall hazard.

Coarse woody debris in the form of cut trees, stumps, logs, and brush shall be incorporated as directed by the Wetland Specialist or Arborist. On-site material shall be selected and marked by the Wetland Specialist, retained on the project site, and placed as specified below under Placement of Coarse Woody Debris.

All trees, stumps, or brush not specified to remain shall be removed and shall not be stockpiled in the wetland resource areas while awaiting disposal.

Work shall be coordinated with Clearing or Tree Removal Item and compensated under that Item.

ITEM 755.35 (Continued)**Pre-Wetland Construction Site Walk**

Delineating the Replication Area and Access Route. The Contractor shall stake out the Replication Area boundaries and the intended access route and set grade stakes for approval by the Wetland Specialist and Engineer. Following staking and demarcation of areas, the Engineer and Wetland Specialist shall approve or modify as necessary the limits of work, the access route, final location and configuration of replication, grade stake elevations, proposed location of sediment barriers, and review proposed construction methods.

As part of the delineation and approval process, the Wetland Specialist shall mark trees to be converted to snags, select course woody debris to be retained for re-use, and select rocks or other elements to be used for habitat features.

Invasive Plants: As part of the initial site walk, the wetland to be impacted and the proposed replication site shall be inspected for the presence of invasive plants. If invasive plants are found they shall be addressed as described herein under Invasive Plants.

Soil Work

Final grades in the Replication Area shall meet the target elevations as shown on the Plans or as adjusted by the Wetland Specialist to achieve the desired hydrology and micro-habitat. If adjustments are required, a Request for Information (RFI) shall be submitted to the Engineer for approval. Adjustments shall be documented and included in the As-Built plans (if required) and/or other applicable required documents.

Excavation & Grading

When required by permits, the Wetland Specialist shall notify MADEP and the ACOE (as applicable) at least 72 hours prior to excavation.

Soil in the proposed wetland areas that must be removed for grades to conform to the proposed elevations shall be stripped and disposed of, or used if suitable for reuse. The soils for reuse shall be removed and placed in the prepared replication area within (1) day. If not possible, the soils shall be stockpiled in an approved location for the minimum amount of time feasible and kept loosely covered and moist at all time. Each day any soils are stockpiled, the contractor shall notify the Conservation Commission in writing of the stockpiling, the volume of soils stockpiled, the reason for stockpiling, and the expected duration of stockpiling. The notification shall contain a certificate signed by the wetland scientist that they have inspected the stockpile that day and that it is loosely covered and moist. Procedures for maintaining appropriate moisture levels shall be documented by the Wetland Specialist and provided to the Engineer and the Contractor.

Replication area shall be excavated as shown on the drawings. Where replication area is adjacent to existing reference wetland, finish grade of replication shall generally match existing grades and micro-topography, notwithstanding any deviations that are necessary to achieve the desired hydrology and habitat in the Replication Area.

ITEM 755.35 (Continued)

Prior to placement of backfill, scarify subgrade to a depth of 4 to 6 inches.

The Contractor shall survey cross sections of the excavation prior to backfill and prepare an interim as-built plan, certified by a Massachusetts Registered Professional Land Surveyor, depicting sub-grade contours (1-foot intervals with representative spot elevations in plan view and section views), and limits of grading. The interim as-built shall include a calculation confirming that sufficient surface area has been provided (excluding side slopes), as per environmental permit requirements. Locations of cross-sections should be indicated on the plan view.

Placement of Wetland Soil

Following excavation, scarification, and grading of sub-grade, and after the sub-grade elevations are approved by the Wetland Specialist, suitable soil previously removed or an evenly mixed organic/mineral soil created on-site shall be spread to the design depth and thickness over the proposed wetland areas as shown on the plans and as directed by the Wetland Specialist.

Vehicles used to transport soil from offsite shall be washed or cleaned with air pressure to prevent exotic or invasive seeds or root fragments from contaminating the Replication Area.

Final Grading

The finished grade of the Replication Area shall be at an elevation that will provide an unrestricted hydrologic connection between the Replication Area and adjacent resource areas. The hydrologic connection should be in keeping with restoring the intended function of the replacement wetland relative to the impacted reference wetland. The Contractor shall verify that this elevation is not at a level that could negatively alter the hydrology of an adjacent wetland. Microtopography in the form of hummocks, pits and mounds shall be as shown on the plans or as adjusted by the Wetland Specialist. Final elevations and grading of wetland soil shall be approved by the Wetland Specialist and the Engineer.

To avoid compaction once soil has been placed, no heavy equipment shall travel across placed soil and no work shall occur in wet or moist soil. Soil that is compacted due to construction activities shall be replaced with soil as specified herein and at the Contractor's expense.

The finished surface shall be surveyed by a registered surveyor prior to planting and a plan of the surveyed subgrades and final grades submitted to MADEP and other regulatory agencies as appropriate (e.g., Corps), within 30 days of final soil placement, to ensure that the correct topography and hydrology are met.

Cross sections shall also be submitted of sufficient number to represent the proposed locations of each different plant community, estimated seasonal average, high, and low groundwater elevations provided with the variance documents or observed prior to soil placement. The Wetland Specialist shall assist with the establishment of these elevations and shall certify that the excavated elevations are suitable for success of the proposed plant species.

ITEM 755.35 (Continued)

Following placement of topsoil, a minimum of (48) hours shall pass prior to planting of vegetation to allow for rebound of buried or compacted peat.

Installation of Monitoring Wells in Replication Area

For a constructed Replication Area over 1,000 square feet, a representative number of monitoring wells shall be installed in locations as shown on the Plans. Monitoring wells shall include data loggers. For purposes of this specification, a data logger refers to a battery powered device that records groundwater level. Data shall be collected by the Wetland Specialist and submitted with Monitoring Reports and as required by applicable permits. Wells shall be installed immediately following completion of construction of the Wetland Replication Area. Wells shall be installed in accordance with USDA/NRCS technical report entitled: "Sprecher, S.W. 2008. Installing monitoring wells in soils (Version 1.0). National Soil Survey Center, Natural Resources Conservation Service, USDA, Lincoln, NE." or equivalent methodology approved by Engineer.

Restoring Vegetation**Placement of Coarse Woody Material**

If specified within this Contract or if directed by the Wetland Specialist or Landscape Architect during the initial site walk, woody debris shall be placed in the Replication Area and/or adjacent upland buffer. Material shall be placed as shown on the plans or as directed following placement of wetland soil and prior to application of compost and/or seed. Woody material shall cover a minimum of 5-20 percent of the Replication Area, depending on whether it is a meadow or woodland wetland and how much wood is available from construction clearing. Where trees are cut for construction purposes, logs of a minimum length of 8 feet must comprise a minimum of 50% of the woody material left on site. Brush shall be included along with logs and stumps as directed. Woody material shall be placed in a deliberate and naturalistic manner.

Seeding

Following placement of wetland soil and planting (if included), the Replication Area shall be seeded using one of the following methods:

- Broadcast by hand or with a hand-held spreader followed by application of straw mulch. If necessary, seed shall be lightly raked to insure good seed-to-soil contact.
- Hydro-seeded with hydro mulch per the Standard Specifications and per the manufacturer's directions.
- Hand broadcast seed with Compost Blanket pneumatically applied at the same time to ensure light cover of soil topdressing over seed.

If spring conditions are drier than usual, supplemental watering may be required. If sowing during the summer months, supplemental watering will likely be required until germination.

If required, seeding limits for different seed mixes shall be determined by the Wetland Specialist.

ITEM 755.35 (Continued)**Plant Establishment and Invasive Management**

Seeding that fails to establish according to the conditions of acceptance below shall be over-seeded as required by the Engineer. Washouts and channels shall be repaired and stabilized prior to overseeding. Excessive weed growth shall be pulled out by the roots or, with approval from the Engineer, cut prior to over-seeding. Soil repair and weed control are incidental to this item.

Invasive Plants: Corrective measures shall be taken to remove or treat invasive plant species in the Replication Areas. Invasive plants shall include those listed as invasive by Massachusetts Invasive Plant Advisory Group (MIPAG) and the US Army Corp of Engineer's New England District's Compensatory Mitigation Guidance.

If chemical treatment of invasive plants is necessary, the strategy for treatment shall be as determined under Item 102.33 Invasive Plant Management Strategy. That strategy shall be coordinated with the Wetland Specialist and all applicable permits and permitting agencies. Chemical application under 102.3 Herbicide Treatment of Invasive Plants shall be compensated under that item and shall be for the duration of the contract only.

Conditional Acceptance of Work

Conditional Acceptance shall indicate approval of the wetland construction work and agreement that work has been done according to plan or modified as approved.

Upon completion of construction, the Contractor shall submit a Request for Conditional Acceptance that includes a brief narrative from the Wetland Specialist demonstrating that the wetland replication construction work was done according to plans (or how modified) and meets required permit conditions. The narrative shall include photo-documentation of pre-construction conditions as well as soil work, planting, and seeding. Seed tags shall be submitted as part of the Request for Conditional Acceptance.

Upon receipt of a Request for Conditional Acceptance, the Engineer, the Wetland Specialist, and regulatory representative (if required) shall assess the Replication Area and surrounding areas. At a minimum, the following conditions shall be included in the narrative and reviewed as part of the on-site assessment of whether:

- The final finished target elevations have been met and maintained relative to the approved plans and reference wetland. Areas that are too high or too low should be identified along with suggested corrective measures.
- Hydrology meets performance standards.
- Specified seed mix has been seeded. If inspected 30 or more days after seeding, seeded species in the wetland and adjacent upland shall show signs of good germination and healthy growth.
- Planted woody and herbaceous species meet specifications and are establishing well.
- Soils are stabilized and there is no sediment in the wetland and no channeling of slopes.
- There are no invasive plants visible in the replication area.

ITEM 755.35 (Continued)

Upon approval that the work meets the above conditions, MassDOT will issue a letter of Conditional Acceptance. If the Wetland Replication work is not approved, MassDOT will issue a rejection letter requiring corrective actions. The Wetland Specialist shall recommend corrective actions. Work not approved shall be addressed by the Contractor at no extra cost.

Wetland Specialist shall be compensated under Item 755.75.

Erosion of adjacent slopes or the flow of sediments into the wetland between Conditional and Final Acceptance shall be immediately addressed by the Contractor.

Request for Certificate of Compliance

If required, a request for a Certificate of Compliance (Partial or Full) pursuant to the Massachusetts Wetlands Protection Act regulations shall be prepared and submitted to MassDOT within 30 days following Conditional Acceptance.

The Request for Certificate of Compliance shall include the following:

- A brief narrative of the work on company letterhead signed by the Wetland Specialist. Narrative shall be prepared as a MS Word document and shall include substantive explanation that demonstrates compliance with EACH relevant permit condition. Narrative shall note variations from the originally permitted design.
- As-built Drawings signed by the Contractor's PE registered in the Commonwealth of Massachusetts. As-built drawings shall show hydrologic conditions, status of plantings and seeding, and shall include a narrative and minimum of 4 photographs documenting site conditions. Plans should note variations from the originally permitted design.

When required, drawings shall meet the Army Corp of Engineer's New England District's Compensatory Replication Guidance, including: scale in the range of 1"=20' to 1" = 100', contours at 1' intervals, spot elevations for intermediate elevations, and polygons outlining each Replication Area, and, as applicable, plant community types. The As-built Drawings shall be provided to the Engineer electronically in Portable Document Format (PDF). If requested by the Engineer, the Drawings shall be provided in printed paper format (11" x 17" sheets, unless otherwise directed). Drawings must be scalable.

- Other documents as required.

ITEM 755.35 (Continued)**FINAL ACCEPTANCE OF WORK**

Following one full growing season, the Contractor shall submit a Request for Final Acceptance. Submittal shall include a brief narrative of conditions. Upon receiving the Request, the Engineer, Contractor, Wetland Specialist and regulatory representative (if required) shall assess the Replication Area. Final Acceptance will initiate the start of the Wetland Monitoring Period.

The following conditions shall be inspected and approved for acceptance and payment.

- Hydrology is functioning as intended.
- The desired seeded species are establishing well and cover at least 95 percent of the Replication Area, excluding areas of open water areas or planned bare soil.
- No sediments have entered the wetland.
- Adjacent slopes are stabilized with desirable vegetation.
- All planted species (if included) are living and establishing well.
- There are no visible invasive plants.
- Silt fence and non-biodegradable sediment barrier materials have been removed.

If the mitigation work does not meet the above condition and is not approved, MassDOT will issue a rejection letter requiring corrective action. The Wetland Specialist shall recommend corrective actions. Work not approved will be addressed by the Contractor at no extra cost.

Wetland Specialist shall be compensated under Item 755.75.

Monitoring Reports for Regulatory Compliance

Post wetland construction Monitoring Reports shall be completed and submitted by the Wetland Specialist as specified and compensated under Item 755.76 Wetland Monitoring Reports.

Generally, the following conditions shall be met upon each inspection:

- Hydrology is functioning as intended.
- The desired seeded species are establishing well and cover 95 percent of the area, excluding areas of open water areas or planned bare soil.
- No sediments have entered into wetland.
- Adjacent slopes are stabilized with desirable vegetation.
- All planted species (if included) are living and establishing well.
- There are no visible invasive plants.

If, at the end of the required monitoring period, the requirements have not been met and success of the wetland replication area has not been achieved as determined by the Monitoring Reports, the Contractor shall provide corrective measures. All costs associated with corrective measures and plant replacement shall be incidental to this item with no additional compensation.

ITEM 755.35 (Continued)

BASIS OF PAYMENT

Inland Wetland Replication Area will be paid for at the Contract unit price per Lump Sum, which price shall include all labor, materials, equipment, submittals, maintenance, all required soil, site preparation, grading, wetland seeding, planting, mulching, watering, monitoring wells, registered surveyor, as-built plans, Request for Certificate of Compliance, and all incidental costs necessary to complete the work as required.

Payment shall be as follows:

- 60% upon Conditional Acceptance.
- 20% after receipt and acceptance of Certificate of Compliance by the Engineer and once all permit construction requirements have been met and approved.
- 20% upon Final Acceptance.

Excavation will be paid under Item 120.1

Sediment Control Barrier will be paid under Item 767.121

Sediment Control Barrier – Coir Log will be paid under Item 767.122

Wetland Specialist will be paid under Item 755.75

Wetland Monitoring Reports for follow-up monitoring will be paid under Item 755.76

ITEM 755.75**WETLAND SPECIALIST****HOUR**

Work under this Item shall be for services of a Wetland Scientist, Wetland Ecologist, Restoration Ecologist, or other professional with similar qualifications hereafter referred to as the “Wetland Specialist.”

“Wetland Mitigation” shall be used herein for applicable wetland work. For this project, applicable wetland work is for: Item 755.35: Inland Wetland Replication Area.

The Wetland Specialist shall demonstrate knowledge and expertise to coordinate and oversee all work associated with the Wetland Mitigation as defined herein, as shown on the Plans, as required by permits, and as specified under the relevant Wetland Mitigation items.

Regulatory monitoring reports following Final Acceptance of the Wetland Mitigation shall be per Item 755.76, Wetland Monitoring Reports.

For all onsite work, the Wetland Specialist shall sign in and sign out with the Engineer.

The Wetland Specialist shall not be from the same company as the company responsible for planting, seeding, and/or maintaining the wetland.

QUALIFICATIONS

The Wetland Specialist shall have a minimum of five (5) years of experience with construction and monitoring of wetland mitigation areas similar in size, type, and complexity to the Contract mitigation. When required by permits, at least ten (10) years of experience may be required. The Wetland Specialist shall be thoroughly versed in the Commonwealth of Massachusetts Wetlands Protection Act (MGL C.131, s.40), U.S. Army Corps of Engineers New England District Compensatory Mitigation Guidance, and all other relevant regulations of the Massachusetts Department of Environmental Protection and the U.S. Army Corps of Engineers New England District.

SUBMITTALS - QUALIFICATION

Within sixty (60) days following the Notice to Proceed, the Contractor shall provide proof of qualifications for the Wetland Specialist to the Engineer for approval. Submittals shall include, but not be limited to, the following:

- Resume of the individual on-site implementing the Wetland Specialist work. If the Wetland Specialist changes over the course of the project, the new individual shall submit resume and qualifications for approval 30 days prior to doing any work on-site.
- Resume of any personnel working on-site in place of the Wetland Specialist. Individual shall be approved prior to work on-site.
- Narrative describing the company, its expertise, technical qualifications and experience with wetland construction.

ITEM 755.75 (Continued)

- At least three (3) references from prior work of a similar nature completed in the last five (5) years and by the individuals who will perform the work. Provide contact information for each reference including address, phone number and email.
- A summary of each reference project including nature of the work, project size, dates, and period of construction and monitoring, methodologies used, and summary of success (or not) in terms of meeting performance objectives. Summary shall include a minimum of one before and one after photo for each project.

SUBMITTALS – DOCUMENTATION AND REPORTS**Wetland Construction Oversight**

Wetland Specialist shall provide documentation of pre-existing conditions and wetland construction as specified below and as part of fulfilling the Scope of Work described below. Documentation shall include photos that are clear and legible. Photos are incidental to this item.

- *Site Walk Prior to Disturbance and Construction of Wetlands:* Provide brief assessment with photos, including documentation of the existing wetlands to be impacted (both permanent and temporary), proposed wetland replication area, and reference/model wetland areas (typically an adjacent undisturbed wetland or the existing wetland to be impacted). Photos of existing wetlands that will be temporarily impacted shall include a view from at least 3 angles.
- *Excavation and Grading:* Documentation shall include minimum of two photos of the excavated wetland and two photos after final grading prior to planting and seeding. For restoration areas, photos shall show soil preparation (i.e, tilling and grading), if applicable.
- *Approval of Subgrades:* The Wetland Specialist shall inspect the sub-grade of the Replication Area to ensure that proper hydrology is likely to be established and shall provide the Engineer with written confirmation and photographs upon completion of subgrade excavation work. Written confirmation shall include recommended field adjustments, based on field observations, to achieve the desired hydrology and designed wetland system.
- *Planting and Seeding:* Provide assessment and photos of vegetation upon completion of planting and seeding work.
- *Data logger output from Monitoring Wells* shall be submitted with reports, if applicable and requested.

Wetland construction documentation and reports shall be submitted with Request for Conditional Acceptance and for the Order of Conditions, Water Quality Certifications, and other regulatory permits as required.

ITEM 755.75 (Continued)**Requests for Acceptance of Work & Regulatory Compliance**

The Wetland Specialist shall submit the following documents if and as specified herein and under Item the relevant Wetland Mitigation items:

- Request for Conditional Acceptance.
- Request for Certificate of Compliance (Partial or Full) when applicable.

- Request for Final Acceptance.

SCOPE OF WORK

In the event of discrepancies with the applicable permits, the Wetland Specialist shall submit a Request for Information (RFI) to the Engineer.

General

The Wetland Specialist shall be responsible for the following:

- Review and have a comprehensive knowledge of the environmental permits relevant to the specific mitigation work being done so as to ensure compliance throughout the duration of the contract.
- Identify and inform the Contractor and Engineer of unique site conditions which may require adjustments to the schedule, design, or construction methods. For example, wildlife nesting, illegal dumping, or rare species.
- Identify and inform the Contractor and Engineer of any sediment or erosion control problems observed within mitigation areas.
- Advise so as to avoid impacts to adjacent areas and regulated wetland resources.
- Participate in necessary meetings as required by permits and when requested by the Engineer.

Inspections & Construction Oversight

The Wetland Specialist shall be responsible for, but not limited to, the following:

- Pre-Construction Site Walk
 - Following surveying, flagging, and staking of all relevant boundaries and elevations by the Contractor, the Wetland Specialist shall walk the site with the Engineer and the Contractor to review existing and proposed conditions, recommend changes if necessary, and approve the following: location and boundaries of the Mitigation Area, target elevations and grades, location of tree protection associated with the Mitigation Area, and final layout and limits of clearing for access route.
 - Select and mark snags, logs, and woody material to be retained for placement in the Wetland Mitigation, as appropriate.
 - Note invasive plants in and adjacent to Wetland Mitigation.
 - Provide summary report if and as specified under Wetland Mitigation items.

ITEM 755.75 (Continued)

- Excavation, Soil Placement, Grading for Replication Areas
 - Approve excavated depth and grading for appropriate wetland hydrology, subsoil preparation, and finished grade of placed wetland soil.
 - Adjust grades as required and approve microtopography. If grades need to be adjusted, submit an RFI to the Engineer.
 - If requested by the Engineer, the Wetland Specialist shall inspect stockpiled wetland soil for moisture content and signs of undesirable weeds.
- Soil Protection and Restoration Measures for Restoration Areas
 - Review and approve methods of soil protection and restoration if required.
 - Confirm decompaction will adequately restore appropriate wetland hydrology. If decompaction measures need to be adjusted, submit an RFI to the Engineer.
- Re-vegetation of Mitigation Area
 - Placement of woody material to be re-used.
 - Verify seed used complies with specifications and site conditions, determine limits for wetland seeding based on elevations, approve seeding and mulching methods, and collect seed tags to submit with Request for Conditional Acceptance.
 - Review planting methods (if applicable) prior to installation and oversee layout of wetland plants.

The wetland specialist shall visit the replication areas weekly following planting and seeding for the duration of the first growing season to determine the need for irrigation and additional fertilization and to inform the contractor of these requirements.

Conditional Acceptance

Upon completion of construction of the wetland, as part of the Request for Conditional Acceptance, the Wetland Specialist shall provide a brief narrative demonstrating that the wetland construction work was done according to plans (or how modified) and meets the conditions required for acceptance as specified under the Wetland Mitigation items. Submittal shall include a report and photo documentation of pre-construction conditions, construction work, seeding, planting, and other work as specified under the Wetland Mitigation items. Photos of completed Wetland Restoration areas shall include the same views as the pre-construction reference photos.

Upon receipt of a Request for Conditional Acceptance, the Engineer, the Wetland Specialist and regulatory representative (if required) shall assess the Wetland Mitigation and surrounding area to ensure that it meets the conditions specified under the Wetland Mitigation items.

Upon approval, MassDOT will issue a letter of Conditional Acceptance. If the Wetland Mitigation work is not approved, MassDOT will issue a rejection letter requiring corrective action. The Wetland Specialist shall recommend corrective actions.

ITEM 755.75 (Continued)

Request for Certificate of Compliance

If required, a Request for Certificate of Compliance shall be prepared and submitted to the Engineer immediately following Conditional Acceptance. Request shall be as specified under the relevant Wetland Mitigation items.

Request for Final Acceptance

Following one full growing season, the Wetland Specialist shall provide a brief narrative of the status of the Wetland Mitigation to be submitted with the Request for Final Acceptance.

Upon receipt of the Request, the Engineer, the Wetland Specialist and regulatory representative (if required) shall assess the Wetland Mitigation and surrounding area to ensure that it meets the conditions specified under the relevant Wetland Mitigation items.

If the Wetland Mitigation is not approved, MassDOT will issue a rejection letter requiring corrective action. The Wetland Specialist shall recommend corrective actions.

METHOD OF MEASUREMENT

Wetland Specialist will be measured per hour for on-site service provided by the Wetland Specialist.

Work shall include all inspections, photos, submittals, and associated tasks for construction and restoration oversight, narratives for Conditional and Final Acceptance, Request for Certificate of Compliance (Partial or Full) if required, documentation required for permits, and all other work specified above. Payment shall not include travel time or time spent off-site on reports. Decimal Pay Limits will be 0.25 hours.

BASIS OF PAYMENT

Wetland Specialist will be paid at the Contractor bid price for each hour, or fraction thereof, spent on-site to perform the work as described above. Reports and photo documentation are required for payment.

Post wetland construction reports shall be per Item 755.76, Wetland Monitoring Reports.

ITEM 755.76**WETLAND MONITORING REPORTS****LUMP SUM**

Work under this item shall be for the submittal of Wetland Monitoring Reports following the completion of wetland construction and shall include all inspections, photos, and other work required to complete those reports as specified herein.

“Wetland Mitigation” shall be used herein for applicable wetland work, whether Wetland Replication (creation of a new wetland) and/or Wetland Restoration (restoration after temporary impacts).

The Contractor shall retain the services of a Wetland Scientist, Wetland Ecologist, Restoration Ecologist, or other professional with similar qualifications, hereafter referred to as the “Wetland Specialist,” to complete the Wetland Monitoring reports. Wetland Specialist shall meet requirements specified under Item 755.75 Wetland Specialist.

All on-site Wetland Specialist services required to complete the construction and revegetation of the wetland replication, including preparation and submission of monitoring reports during construction, shall be per Item 755.75 Wetland Specialist.

SCOPE OF WORK**Post-Construction Wetland Monitoring Reports**

Final Acceptance of the wetland construction work as specified under item 755.35 shall initiate the beginning of the Monitoring Period.

Inspections and reports shall be performed to ensure compliance with mitigation requirements defined under the relevant Wetland Mitigation items and with all applicable environmental permits. Monitoring reports shall cover the following:

- Identification of all plant species present
- Percent cover for each plant species and overall percent surface area cover by indigenous wetland plant species for replication area and upland
- Description of the viability, health, and vigor of installed plants as well as volunteer plant species within the replication areas
- Description of remedial measures taken to ensure criteria are met
- Depth to apparent water table and/or depth of surface inundation, both as measured from the soil surface and data loggers, as appropriate.
- A conclusion regarding the success of the wetland mitigation area relative to the performance standards at 310 CMR 10.55(4)(b) (unless varied), the design plans, and performance criteria established by MADEP in the variance conditions (when applicable), and the reference wetland.
- Recommendation for a corrective plan of action if needed.

ITEM 755.76 (Continued)

Reports shall be submitted to the Engineer as a digital copy in Portable Document Format (PDF) unless otherwise requested. Hard copies shall be provided as requested by the Engineer. All reports shall be marked with the applicable permit numbers and identifying information as required in the permits. Reports shall include photo documentation of the wetland/s being monitored and shall include a minimum of 3 views from different orientations. Views shall be labeled.

Spring Reports, when required, shall be submitted to the Engineer by July 1 for dispersal to the appropriate permitting agencies.

End of Year Reports (which may serve as the Fall Report) shall be based on inspections that occur prior to October 15th. Reports shall be submitted to the Engineer no later than November 1 of each year.

Monitoring Reports shall be as follows for **2** years (to be confirmed after permits are filed):

- *MassDEP: 2 Reports - (1 spring and 1 end of year).*
- *ACOE: 2 Reports (1 spring and 1 end of year).*
- *Conservation Commission: 2 Reports (1 spring and 1 end of year).*

BASIS OF PAYMENT

Wetland Monitoring Reports and associated inspections shall be at the Contract unit price per Lump Sum and shall include all labor, materials, equipment, and all incidental costs required to complete the work. Lump Sum will be paid in equal installments of the Lump Sum divided by the number of reports submitted. Payment shall be upon submittal and acceptance of each report, based on the following schedule:

- Year 1 = **2 Reports**
- Year 2 = **2 Reports**

ITEM 756. NPDES STORM WATER POLLUTION PREVENTION PLAN LUMP SUM

This Item addresses the preparation and implementation of a Storm Water Pollution Prevention Plan required by the National Pollutant Discharge Elimination System (NPDES) and applicable Construction General Permit (CGP) issued by the U.S. Environmental Protection Agency (EPA).

Pursuant to the Federal Clean Water Act, construction activities which disturb one acre or more are required to apply to the EPA for coverage under the NPDES General Permit for Storm Water Discharges from Construction Activities. The Contractor shall be fully responsible for compliance with the most recently issued CGP and any subsequent revisions. Should a fine or damages be assessed against it, or MassDOT, as a result of a local, state, or federal enforcement action due to non-compliance with the CGP, the Contractor shall take full responsibility.

The NPDES CGP requires the submission of a Notice of Intent (NOI) to the EPA prior to the start of construction (defined as any activity which disturbs land, including clearing and grubbing). There is a fourteen (14) day review period commencing from the date on which EPA enters the Notice into their database. Based on the review of the NOI, EPA may require additional information, including but not limited to, the submission of the Storm Water Pollution Prevention Plan (SWPPP) for review. Work may not commence on the project until final authorization has been granted by EPA. Any additional time required by EPA for review of submittals will not constitute a basis for claim of delay.

In addition, if the project discharges to an Outstanding Resource Water, vernal pool, or is within a coastal ACEC as identified by the Massachusetts Department of Environmental Protection (DEP), a separate notification to DEP is required. DEP may also require submission of the Storm Water Pollution Prevention Plan for review and approval. Filing fees associated with the notification to DEP and, if required, the SWPPP filing to DEP shall be paid by the Contractor.

The CGP also requires the preparation and implementation of a SWPPP in accordance with the afore-mentioned statutes and regulations. The Plan will include the CGP conditions and detailed descriptions of controls of erosion and sedimentation to be implemented during construction. The contractor shall prepare the SWPPP and update it as necessary. The Contractor shall submit the Plan to the Engineer for approval at least four (4) weeks prior to any site activities. It is the responsibility of the Contractor to comply with the CGP conditions and the conditions of any state Wetlands Protection Act Order, Water Quality Certification, Corps of Engineers Section 404 Permit and other environmental permits applicable to the project and to include in the SWPPP the methods and means necessary to comply with applicable conditions of said permits.

It is the responsibility of the Contractor to complete the SWPPP in accordance with the EPA CGP, provide all information required, and obtain any and all certifications as required by the CGP. Any amendments to the SWPPP required by site conditions, schedule changes, revised work, regulations, construction methodologies, and the like are the responsibility of the Contractor. Amendments will require the approval of the Engineer prior to implementation.

ITEM 756. (Continued)

In addition to the CGP requirements for inspections, MassDOT requires inspection of all erosion controls and site conditions on a weekly basis. Inspections are also required at portions of sites that discharge to sediment or nutrient impaired or high quality waters per the CGP when each incidence of rainfall exceeding 0.25 inches in twenty-four hours or after snowmelt discharge from a storm event that produces 3.25 inches or more of snow within twenty-four hours occurs. The CGP requires that inspections be performed by a qualified individual as outlined in the CGP. MassDOT requires proof of completion of a 4 hour minimum sedimentation and erosion control training class current to the latest CGP. This individual can be, but not limited to, someone that is either a certified inspector, certified professional, or certified storm water inspector. The documentation shall be included as an appendix in the SWPPP. The inspector's qualifications shall be submitted to the Engineer for approval prior to beginning any work. This individual shall be on-site during construction to perform these inspections. In addition, if the Engineer determines at any time that the inspector's performance is inadequate, the Contractor shall provide an alternate inspector. Written weekly inspection forms, storm event inspection forms, and Monthly Summary Reports must be completed and provided to the Engineer. Monthly Summary Reports must include a summary of construction activities undertaken during the reporting period, general site conditions, erosion control maintenance and corrective actions taken, the anticipated schedule of construction activities for the next reporting period, any SWPPP amendments, and representative photographs.

The Contractor is responsible for preparation of the Plan, all SWPPP certifications, inspections, reports and any and all corrective actions necessary to comply with the provisions of the CGP. The Standard Specifications require adequate erosion control for the duration of the Contract. All control measures must be properly selected, installed, and maintained in accordance with manufacturer specifications and good engineering practices. If periodic inspections or other information indicates a control has been used inappropriately or is no longer adequate, it is the responsibility of the Contractor to replace or modify the control for site conditions at no additional cost to the Department. Contractor must maintain all control measures and other protective measures in effective operating conditions and shall consider replacement of erosion controls for each construction season.

The work under this item shall also include the preparation, submission and implementation of a Flood Contingency Plan. The plan shall address the potential need for the temporary relocation of construction and auxiliary equipment situated within the 1% annual chance of flooding zone to designated upland locations above the Base Flood Elevation during flood events. The Flood Contingency Plan shall address any additional MassDEP-required information requirements, as applicable. The Flood Contingency Plan shall be submitted to the Engineer for review and approval at the same time as the SWPPP.

This Item addresses acceptable completion of the SWPPP, any revisions/amendments required during construction, preparation of monthly reports and Flood Contingency Plan. In addition, any erosion controls beyond those specified in bid items which are selected by the

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Contractor to facilitate and/or address the Contractor's schedule, methods and prosecution of the work shall be considered incidental to this item.

The CGP provides specific requirements for temporary and final stabilization. This shall be incorporated into the project schedule. The permit defines specific deadline requirements for Initial Stabilization ("immediately", i.e., no later than the end of the next work day following the day when earth-disturbing activities have temporarily or permanently ceased) and for Complete Stabilization Activities (no later than 14 calendar days after the initiation of stabilization). Stabilization criteria for vegetative and non-vegetative measures are provided in the CGP.

The CGP requires the submission of a Notice of Termination (NOT) from all operators when final stabilization has been achieved, as well as removal and proper disposal of all construction materials, waste and waste handling devices, removal of all equipment and construction vehicles, removal of all temporary stormwater controls, etc. Approval of final stabilization by the Engineer and confirmation of submission of the NOT will be required prior to submission of the Resident Engineer's Final Estimate. The permittee shall use EPA's website to prepare and submit the NOT.

BASIS OF PAYMENT

Item 756 will be paid for at the Contract unit price Lump Sum, which price shall include all labor, materials, equipment, SWPPP & Flood Contingency Plan preparation, revisions/addenda during construction, monthly reports, filing fees, and all incidental costs required to complete the work.

Payment of 50% of the Lump Sum price of this item will be made upon acceptance of the NPDES Stormwater Pollution Prevention Plan & Flood Contingency Plan.

Payment of 40% of the Lump Sum price of this item will be will be paid in equal monthly installments distributed across the time remaining in the accepted baseline schedule until substantial completion.

The remaining 10% of the Lump Sum price of this Item will be paid following accepted submission of a Notice of Termination (NOT) when final stabilization has been achieved.

ITEM 756. (Continued)

Contractor to facilitate and/or address the Contractor's schedule, methods and prosecution of the work shall be considered incidental to this item.

The CGP provides specific requirements for temporary and final stabilization. This shall be incorporated into the project schedule. The permit defines specific deadline requirements for Initial Stabilization ("immediately", i.e., no later than the end of the next work day following the day when earth-disturbing activities have temporarily or permanently ceased) and for Complete Stabilization Activities (no later than 14 calendar days after the initiation of stabilization). Stabilization criteria for vegetative and non-vegetative measures are provided in the CGP.

The CGP requires the submission of a Notice of Termination (NOT) from all operators when final stabilization has been achieved, as well as removal and proper disposal of all construction materials, waste and waste handling devices, removal of all equipment and construction vehicles, removal of all temporary stormwater controls, etc. Approval of final stabilization by the Engineer and confirmation of submission of the NOT will be required prior to submission of the Resident Engineer's Final Estimate. The permittee shall use EPA's website to prepare and submit the NOT.

BASIS OF PAYMENT

Item 756 will be paid for at the Contract unit price Lump Sum, which price shall include all labor, materials, equipment, SWPPP & Flood Contingency Plan preparation, revisions/addenda during construction, monthly reports, filing fees, and all incidental costs required to complete the work.

Payment of 50% of the Lump Sum price of this item will be made upon acceptance of the NPDES Stormwater Pollution Prevention Plan & Flood Contingency Plan.

Payment of 40% of the Lump Sum price of this item will be paid in equal monthly installments distributed across the time remaining in the accepted baseline schedule until substantial completion.

The remaining 10% of the Lump Sum price of this Item will be paid following accepted submission of a Notice of Termination (NOT) when final stabilization has been achieved.

ITEM 765.21 **ANNUAL COVER CROP FOR NATIVE SEEDING** **POUND**

Work under this item shall be in accordance with Subsection 765 of the Standard Specifications and the following.

DESCRIPTION

Work consists of furnishing and applying the appropriate annual grass to be seeded as a cover crop in conjunction with upland native seeding and at the rate specified herein.

A cover crop shall be used for following conditions:

- when specified under Application Rate for the permanent native upland seed mix
- for slopes 2:1 or steeper and an annual is not already specified as part of the permanent mix
- when seeding out of season and the native seed mix does not already specify an annual
- as required to prevent erosion until the permanent seed establishes.

A cover crop is not necessary for wetland seeding and is not typically necessary for soil stabilization when seeding in conjunction with a compost blanket application.

Annual rye (*Lolium multiflorum*) will not be accepted as an annual cover crop.

Using annual rye or exceeding the application rate such that a dense stand of annual grasses prevents germination of the native grasses will require mowing of annual grasses. In this instance, mowing of cover crop will be incidental to this item.

Seed and Application Rate

Add 30 pounds/acre of the following seed based on seeding season:

Avena sativa (Grain Oats): 1 January to 31 July
Cecale cereale (Grain Rye): 1 August to 31 December

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Annual Cover Crop and Native Seeding will be measured for payment per pound of seed per pound of seed, complete in place.

Annual Cover Crop and Native Seeding will be paid at the contract unit price per pound upon approval of seed bag tags or other documentation of correct application rate and species, and upon acceptance of a satisfactory stand of annual grasses three weeks following seeding.

Application and care of cover crop will be paid for separately under Item 735.635 Native Seeding and Establishment

ITEM 765.415**NATIVE SHORT GRASSLAND MIX****POUND**

Work under this item shall consist of furnishing the mixes specified below in the required quantity.

SUBMITTALS

- 1) Pre-Verification of Seed Availability. Within 30 days after the Notice to Proceed, the Contractor shall submit to the Engineer the supplier's verification of availability of seed species in the required quantities and for the anticipated date of seeding. Verification shall be on the supplier's letterhead and notarized by the supplier's notary. Species not expected to be available should be noted and substitutions recommended.
- 2) Final Verification of Seed Availability. No earlier than 21 days prior to ordering, the Contractor shall submit to the Engineer the supplier's verification of availability of seed species and in the required quantities. Verification shall be on the supplier's letterhead and notarized by the supplier's notary. A copy of this submittal shall be forwarded to the MassDOT Landscape Design Section. Substitutions or changes in the mix at this time must be approved by MassDOT Landscape Design Section.
- 3) Seed Worksheet provided herein shall be submitted to the Engineer prior to ordering seed to determine the number of pounds of Pure Live Seed required.
- 4) Seed Tags. The contractor shall submit original seed tags from each bag of seed used on the project or ensure that each tag is photo documented by the Engineer while on the unopened bag.

Number of tags submitted must correspond to number of bags delivered.

Species listed on the seed tag shall match the Final Verification of Seed Availability (Submittal #2) unless approved otherwise. Tag must include: variety and species name; lot number; purity; percentage of inert matter; percentage of weeds, noxious seeds, and other crop seeds; germination, dormant or hard seed; total viability; origin of seed; germination test date, net weight, and name and address of seller. The origin of seed must be listed on the seed tag for all species in the mix to provide verification of original (generation 0) seed source. The smallest known geographic area (township, county, ecotype region, etc.) shall be listed. Ecotypes and cultivars shall be as close to Massachusetts as possible and appropriate to the site conditions.

A copy of this submittal shall be forwarded to the MassDOT Landscape Design Section.

- 5) Verification of Seed Delivery. Prior to payment, contractor shall submit the Seed Delivery Verification form contained within the contract or the Supplier's Verification on company letterhead or a bill of lading. Supplier verification must include all information requested on the Verification form within this contract. The bill of lading must include variety and species name, lot number, net weight shipped, date of sale, invoice, project or seeding location, and name and address of Supplier. All information must be filled in and complete for acceptance. Information must match the seed tags and quantity of seed used on the job. A copy of this submittal shall be forwarded to the MassDOT Landscape Design Section.

ITEMS 765.415 (Continued)

- 6) Seed Sample. If requested or if seed is from a previously opened bag, the contractor may be asked to submit to the Engineer a sample of seed from the seed bag (1-2 cups) at the time of seeding.

Seeding Season

The appropriate seeding seasons are:

Spring: April 1 - May 15

Fall: October 1 - December 1 for dormant seeding

Permanent Seed Mix(es)

Calculating Pure Live Seed (PLS)

Quantities specified are PURE LIVE SEED. Greater quantities of ordered seed may be required to achieve actual specified seeding rates.

Pure Live Seed (PLS) is defined as a percentage calculated by multiplying the percent of pure seed by the percent of viable seed (total germination, hard seed, and dormant seed). For example:

If a seed label indicates 90% purity, 78% germination, 10% hard seed, and 2% dormancy, it is calculated to be $90\% \times [78 + 10 + 2]\% = 81\%$ PLS.

Therefore, each pound of PLS would need $1 \text{ pound} / 0.81 = 1.2$ pounds of seed with a 90% purity and 90% total germination

Seed Mixes shall be as specified below. Ecotypes and cultivars shall be as close to Massachusetts as possible and appropriate to the site conditions.

ITEMS 765.415 (Continued)**765.415 Native Short Grassland Mix**

	<u>Botanical Name</u>	<u>Common Name</u>	<u>% PLS by Weight</u>
Grass	Schizachyrium scoparium	Little Bluestem	54.5%
	Elymus virginicus	Virginia Wild Rye	27.2%
	Dichanthelium clandestinum 'Tioga'	Deertongue grass 'Tioga'	4.0%
	Eragrostis spectabilis 'RI Ecotype'	Purple Lovegrass 'RI Ecotype'	3.0%
	Agrostis perennans	Upland Bentgrass	1.5%
	Juncus tenuis	Path Rush	<u>1.0%</u>
			91.2%
Herb/Forb	Chamaecrista fasciculata	Partridge Pea	4.0%
	Zizia aurea	Golden Alexanders	2.0%
	Penstemon digitalis	Beard-tongue	1.0%
	Achillea millefolium	Common Yarrow	0.5%
	Solidago nemoralis	Grey Goldenrod	0.3%
	Pycnanthemum tenuifolium	Slender Mountain Mint	0.2%
	Aster laevis NY Ecotype	Smooth Aster NY Ecotype	0.2%
	Solidago bicolor	White Goldenrod	0.2%
	Aster lateriflorus	Calico Aster	0.2%
	Euthamia graminifolia	Grass-leaved Goldenrod	0.1%
	Aster pilosus	Heath Aster	0.1%
			<u>8.8%</u>
			100.00%

ITEMS 765.415 (Continued)

Application Rate

765.415: Native Short Grassland Mix: 15 lbs/acre PLS. In addition, apply 30 pounds of cover crop (grain oats or grain rye) as appropriate to the season.

50% Increase Adjustment for Field Conditions

Seeding under the following conditions requires a 50% increase in the permanent mix at the time of construction:

- Seeding out of season
OR
- Seeding after Compost Blanket has been applied (unless already increased for out of season).

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Native Short Grassland Mix will be measured by the pound of Pure Live Seed delivered and complete in place.

Native Short Grassland Mix will be paid at the contract unit price per pound of Pure Live Seed delivered upon approval of all Seed Submittal Documentation. Overseeding required to correct poor germination or establishment shall be incidental to the item.

Cover crop not included as part of the permanent mix composition will be paid for under Item 765.21, Annual Cover Crop for Native Seeding.

Application and care of native seed mix will be paid for separately under Item 765.635, Native Seeding and Establishment.

ITEM 765.635

NATIVE SEEDING AND ESTABLISHMENT

SQUARE YARD

Work shall conform to the relevant provisions of Subsections 765 and 767 of the Standard Specifications and the following:

The work under this item shall consist of seeding, mowing, and other care to establish a stand of grass in the areas shown on the plans or as required by the Engineer. For the purposes of these specifications, the term “grass” shall apply to all the forbs, grasses, sedges, and rushes included in the materials.

QUALIFICATIONS

Seeding shall be done by a company having a minimum of five years of experience with native seed establishment. Prior to beginning work, the seeding Contractor shall furnish proof of qualifications to the Engineer for approval. Proof of qualifications shall include providing documentation (photos and contacts) to demonstrate knowledge and expertise with native seeding and establishment and proof of having completed successful native seeding projects.

SEEDING SEASON

Seeding seasons for native mixes is April 1 - May 15 and October 1 - December 1 for dormant seeding. Written approval must be obtained for seeding outside the seeding season and, if approved, the permanent seed rate shall be increased by 50%.

Seeding season for cover crops shall be grain oats January 1 – July 31 and grain rye August 1 – December 1.

MATERIAL AND SUBMITTALS

Seed Mixes and Submittals shall be per the item(s) for permanent and annual (cover crop) seed mixes.

Compost Blanket, if used, shall meet the material and submittal requirements for that item.

Hydromulch shall be wood fiber or straw applied per the Standard Specifications and at the rates specified below and per the manufacturer.

A certified statement shall be furnished, prior to start of work, to the Engineer by the Contractor as to the number of pounds of hydromulch, tackifier, and seed, per 100 gallons of water and as applicable to products used. This statement should also specify the number of square yards of seeding that can be covered with the solution specified above.

Fertilizer

No fertilizers shall be applied.

ITEM 765.635 (Continued)**Water**

Water, including hose and all other watering equipment required for the work, shall be furnished by the Contractor to the site at no additional cost. Water shall be suitable for irrigation and free from ingredients harmful to plant life. All plants injured or work damaged due to the lack of water or the use of too much water shall be the Contractor's responsibility to correct.

Seeding

Hand broadcast method shall be used for all areas smaller than half an acre and when specified on the plans for areas over half an acre.

Seeding shall occur within 72 hours of placement of loam and final grading or the Contractor shall propose a reasonable, alternative schedule that shall be approved by the Engineer.

Surface Preparation

No seeding or soil preparation shall be done if soils are muddy or dry and compacted. Bare soils shall be raked to remove large stiff clods, lumps, brush, roots, stumps, litter and other foreign matter. Ruts and depressions shall be filled with additional loam or compost and the soil shall be re-graded to a relatively smooth finish corresponding to the required grades.

When seeding over existing or compacted soil or soil that has sat bare for more than 30 days, surface will be prepared by tilling or raking to a minimum depth of 2 inches prior to seeding and prior to Compost Blanket application (when applied).

Surface preparation shall be compensated for under for loam placement or topsoil rehandled and spread as appropriate to the project.

Jute or coir mesh, when specified in the contract, shall be placed after seeding and per the Standard Specifications and the manufacturer's instruction.

Surface preparation shall be approved by the Engineer prior to seeding.

Seeding over Various Substrates

Loam: Seeding shall occur within 72 hours of loam placement to prevent loss of topsoil. Seed shall be manually broadcast for areas less than half an acre (each area, not cumulative area) and when specified on the plans. Broadcasting shall be immediately followed by hydromulching as specified below. When not specified on the plans, larger areas may be hydroseeded as specified below.

Compost Blanket: Compost Blanket shall be applied as specified under that item. Seed should be hand broadcast at the same time as compost application to ensure a thin cover of compost over seed.

ITEM 765.635 (Continued)

When seeding is done after application of Compost Blanket the rate shall be increased by 50%. If the Compost Blanket is applied after December 1, seed shall be broadcast or hydroseeding over the compost in the Spring and the rate increased by 50% specified under Seed Application.

Compost Mulch over Modified Rock: Compost Mulch and seed shall be applied as specified under that item. No hydromulch is required.

Cover Crop

Cover crop shall be used when seeding out of season, when specified with the permanent native seed mix under that item, and as required to prevent erosion until the permanent seed establishes.

A cover crop should not be used with a steep slope mix or other permanent mix which already contains either cereal rye or oats in the composition of the mix. A cover crop is not necessary for wetland seeding and is not typically necessary for soil stabilization when seeding in conjunction with a compost blanket application.

Seed Application

All seed shall be mulched as specified herein.

Seed application shall be by broadcast seeding or by hydroseeding as described below.

Broadcast Seeding

Seed shall be broadcast spread using a cyclone or whirlwind seeder or hand broadcast. Small or light-seeded species such as bluestem may be mixed with approved filler to achieve an even distribution. Seed shall not be broadcast when wind velocities are greater than 15 mph.

Broadcast seeding shall be undertaken in two separate passes at ninety degrees to each other. One-half the seeding rate shall be applied in each direction (horizontally and vertically). To ensure seed to soil contact with broadcasting of seed, seeding shall be followed by rolling or tracking with equipment approved by the Engineer.

Broadcast seed shall be mulched with weed-free straw mulch unless seeding is done as part of Compost Blanket in which case it shall be as specified above under seeding with Compost Blanket application. Hydromulching shall be as specified under Hydromulching.

Hydroseeding and Hydromulching

Hydroseed and mulching shall be per the manufacturer's directions and as follows.

Hydroseeding shall only be used for sites over half an acre in size or with permission of the Engineer.

Tank and hoses shall be cleaned from all previous hydroseeding and hydromulching projects. Seed shall be mixed into the slurry immediately before application and slurry applied within 30 minutes

ITEM 765.635 (Continued)

after seeds have been placed in the tank. Once seed has been placed in the tank, tank shall be agitated only enough to mix the seeds and keep slurry from separating.

A 2-step process shall be used for seeding in conjunction with hydromulch. Seed shall be applied with 500 lbs/acre of hydromulch in the first pass. A second pass with 1,000 lbs/ acre of hydromulch shall be applied in a second pass. Each pass shall be applied in a different direction.

Once the seed has been added to the tank mixture a one-hour time limit is set for spreading the mixture on the soil. Once the one hour has passed the excess mixture must be discarded.

For broadcast seeding, hydromulch shall be applied immediately following seeding at a rate of 1,000 lbs/acre. Tank shall be cleaned from any previous hydroseeding.

Care During Germination and Establishment

Contractor shall care for seeded areas as necessary for successful germination. Care will include watering and weed control as necessary to achieve establishment of the specified seeded species after one growing season as specified below.

The contractor shall maintain the stand of grasses to ensure healthy growth of the seeded species. Work shall include mowing or weed-whacking for weed control, watering if necessary, and removal of invasive plants.

Watering shall be sufficient to achieve soil moisture to a depth of 2 inches or more and such moisture is uniform. Method of watering shall not erode or damage soil or grassed surfaces.

General Weed Control: Unless otherwise directed, mowing shall be as specified under Mowing for Weed Control for seed establishment. Weeds shall be mowed prior to weeds setting seed (by the end of July unless otherwise approved).

Control of Invasive and Aggressive Weeds: Invasive and aggressive weeds, including but not limited to mugwort, ragweed, knapweed, foxtail, crabgrass, and chicory must be cut or treated prior to going to seed. Herbicide treatment must be coordinated with MassDOT. Undesired species (such as chicory) introduced due to use of incorrect seed mix shall be removed at the Contractor's expense.

Mowing for Weed Control

Mowing for weed control shall be completed after weeds have sprouted and show leaf and bud growth, but prior to setting seed, generally between July 7th and August 1st, unless directed otherwise by the MassDOT Landscape Architect and the Engineer.

Mowing height shall be as needed for weed control, generally to a height of 8 inches and not below 4 inches, unless directed otherwise. Mowing shall be with a brush hog mower or string trimmer other approved equipment. Conventional lawn mowers which cannot achieve the appropriate cut shall not be used.

ITEM 765.635 (Continued)

Contractor shall give 48-hour notice prior to mowing work. Mowing shall only occur in dry sunny weather. Litter pickup should occur prior to mowing in all areas. If required, cut grass shall be raked and removed. Litter pickup and raking and removal of grass shall be incidental to the work.

Mowing equipment shall be approved by the Engineer prior to work.

Over-Seeding

Areas of bare ground greater than 2-3 feet in diameter shall be over-seeded with the specified mix during the appropriate season for seeding. Where required for overseeding mowing shall be as close to the soil as possible. Soil that is compacted shall be raked or otherwise roughened prior to over-seeding.

Over-seeding rates and methods shall those specified above under Materials and Methods. Following over-seeding, soil shall be lightly tamped to ensure seed to soil contact and areas shall be mulched with straw mulch and watered with a fine mist to moisten soil to a depth of at least 2 inches.

Over-seeding, mulch, watering, and all work for over-seeding shall be incidental.

Determining Satisfactory Grass Establishment

A well-established stand of the specified seeded species as determined by the Engineer and the MassDOT Landscape Architect will be required for Final Acceptance. The expectation is that an acceptable number and variety of the desired permanent seeded species (not the cover crop) will be visible. Generally:

- A minimum of 75% coverage by the specified permanent seeded species after one growing season. Of that percentage, generally, depending on the mix species:
 - At least 3 types of the permanent seeded grass species shall be visible.
 - At least 3 species of wildflowers shall be visible.
- There will be no significant gaps or bare soil (generally 2-3 feet in diameter or greater).
- There will be no more than 25% coverage by weed species.
- All soil shall be stabilized and there shall be no channeling or erosion.
- There will be no invasive or aggressive species within the stand at the time of acceptance.
- There shall be no evidence of seed from non-native mixes (i.e., clover) due to failure to clean the hydroseeding tank or using incorrect mix.

Invasive and aggressive weeds (such as mugwort, ragweed, knapweed, and chicory) must be cut or treated prior to going to seed for Interim Acceptance. Herbicide treatment must be coordinated with MassDOT.

A warm-season grass mix with perennials will not have uniform growth. A uniform stand of grass may indicate use of an incorrect mix.

ITEM 765.635 (Continued)**Acceptance of Seeding and Establishment Work**

Conditional Acceptance shall be based on proper application of seed as specified herein.

Interim Acceptance of Care. Seeding will be inspected by mid-July to assess germination and Establishment conditions as described above. When necessary for Interim Acceptance, areas shall be mowed prior to weed species producing seed and as specified above under Weed Control. ***Areas requiring weed control that are not mowed prior to weed seed dispersal will not be approved for Interim Acceptance.*** Seeding that shows good germination and is determined by the Engineer and Landscape Architect to not require weed control at time of inspection shall be accepted for Interim Acceptance payment.

Final Acceptance of Establishment shall be given upon satisfactory Establishment as described above.

If the seeded area fails to meet the requirements of Establishment by the end of the growing season, contractor shall propose and implement remediations and site shall be inspected during the following growing season after July 1st. All remediation shall be at the contractor's expense.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Native Seeding and Establishment will be measured for payment by the square yard, complete in place.

Native Seeding and Establishment will be paid at the Contract unit price by the square yard upon Conditional, Interim, and Final Acceptances as described above. This price shall include all submittals, seeding, rolling to ensure seed-to-soil contact, weed control other than mowing, water, over-seeding, labor, materials, equipment, and all incidental costs required to complete the work of establishing a satisfactory stand of grass.

Native seed and cover crop mixes shall be compensated under the respective items.

Site preparation, including raking, tilling, removal of debris and stones, and other work to the prepare site for seeding shall be compensated under loam placement or topsoil rehandled and spread as relevant to the project.

Mowing for weed control will be incidental to this item.

Schedule of payment shall be as follows:

30% upon Conditional Acceptance

20% upon Interim Acceptance of Care, except this amount will be reduced to zero and final payment will be reduced accordingly when areas requiring weed control are not mowed as specified in the Interim Acceptance criteria.

50% upon Final Acceptance of Establishment

ITEM 767.121**SEDIMENT CONTROL BARRIER****FOOT**

The work under this item shall conform to the relevant provisions of Subsections 670, 751 and 767 of the Standard Specifications and shall include the furnishing and placement of a sediment control barrier. Sediment control barrier shall be installed prior to disturbing upslope soil.

The purpose of the sediment control barrier is to slow runoff velocity and filter suspended sediments from storm water flow. Sediment barrier may be used to contain stockpile sediments, to break slope length, and to slow or prevent upgradient water or water off road surfaces from flowing into a work zone. The contractor shall be responsible for ensuring that barriers fulfill the intent of adequately controlling siltation and runoff.

Twelve-inch diameter (after installation) compost filter tubes with biodegradable natural fabric (i.e., cotton, jute, burlap) are intended to be the primary sedimentation control barrier. Photo-biodegradable fabric shall not be used.

For small areas of disturbance with minimal slope and slope length, the Engineer may approve the following sediment control methods:

- 9-inch compost filter tubes
- Straw bales which shall be trenched

No straw wattles may be used. Additional compost filter tubes (adding depth or height) shall be used at specific locations of concentrated flow such as at gully points, steep slopes, or identified failure points in the sediment capture line.

When required by permits, additional sediment barrier shall be stored on-site for emergency use and replacement for the duration of the contract.

Where shown on the plans or when required by permits, sedimentation fence shall be used in addition to compost filter tubes and straw bales and shall be compensated under that item.

Sediment control barriers shall be installed in the approximate location as shown on the plans and as required so that no excavated or disturbed soil can enter mitigation areas or adjacent wetlands or waterways. If necessary to accommodate field conditions and to maximize effectiveness, barrier locations may be shifted with approval from the Engineer. Barriers shall be in place prior to excavation work. No work shall take place outside the barriers.

MATERIALS AND CONSTRUCTION

Prior to initial placement of barriers, the Contractor and the Engineer shall review locations specified on the plans and adjust placement to ensure that the placement will provide maximum effectiveness.

ITEM 767.121 (Continued)

Barriers shall be staked, trenched, and/or wedged as specified herein and according to the Manufacturer's instructions. Barriers shall be securely in contact with existing soil such that there is no flow beneath the barrier.

Compost Filter Tube

Compost material inside the filter tube shall meet M1.06.0, except for the following: no peat, manure or bio-solids shall be used; no kiln-dried wood or construction debris shall be allowed; material shall pass through a 2-inch sieve; and the C:N ratio shall be disregarded.

Outer tube fabric shall be made of 100% biodegradable materials (i.e., cotton, hemp or jute) and shall have a knitted mesh with openings that allow for sufficient water flow and effective sediment capture.

Tubes shall be tamped, but not trenched, to ensure good contact with soil. When reinforcement is necessary, tubes shall be stacked as shown on the detail plans.

Straw Bales

Straw bales shall be used if shown on the plans or when specified by Orders of Condition or other permit requirements.

Bales should be placed in a single row, lengthwise on the contour, with ends of adjacent bales tightly abutting one another. All bales should be either wire-bound or string-tied. Straw bales should be installed so that bindings are oriented around the sides (rather than along the tops and bottoms) of the bales in order to prevent deterioration of the bindings.

The barrier should be entrenched and backfilled. A trench should be excavated the width of a bale and the length of the proposed barrier to a minimum depth of 4 inches. The trench must be deep enough to remove all grass and other material which might allow underflow. After the bales are staked and chinked (filled by wedging), the excavated soil should be backfilled against the barrier. Backfill soil should conform to the ground level on the downhill side and should be built up to 4 inches against the uphill side of the barrier.

Each bale should be securely anchored by at least 2 stakes or re-bars driven through the bale. The first stake in each bale should be driven toward the previously laid bale to force the bales together. Stakes or re-bars should be driven deep enough into the ground to securely anchor the bales. For safety reasons, stakes should not extend above the bales but should be driven in flush with the top of the bale.

The gaps between the bales should be chinked (filled by wedging) with straw to prevent water from escaping between the bales. Loose straw scattered over the area immediately uphill from a straw bale barrier tends to increase barrier efficiency. Wedging must be done carefully in order not to separate the bales.

ITEM 767.121 (Continued)

When used in a swale, the barrier should be extended to such a length that the bottoms of the end bales are higher in elevation than the top of the lowest middle bale to assure that sediment-laden runoff will flow either through or over the barrier but not around it.

Sedimentation Fence

Materials and Installation shall be per Section 670.40 and 670.60 of the Standard Specifications and the following:

Sedimentation fence shall only be used at specific locations shown on the plans or when specified by Orders of Condition or other permit requirements.

When used with compost filter tubes, the tube shall be placed on a minimum of 8 inches of folded fabric on the upslope side of the fence. Fabric does not need to be trenched.

When used with straw bales, an 8-inch deep and 4-inch wide trench or V-trench shall be dug on the upslope side of the fence line. One foot of fabric shall be placed in the bottom of the trench followed by backfilling with compacted earth or gravel. Stakes shall be on the down slope side of the trench and shall be spaced such that the fence remains vertical and effective.

Width of fabric shall be sufficient to provide a 36-inch high barrier after fabric is folded or trenched. Sagging fabric will require additional staking or other anchoring.

MAINTENANCE

Maintenance of the sediment control barrier shall be per Section 670.60 of the Standard Specifications or per the Stormwater Pollution Prevention Plan (SWPPP), whichever is more restrictive.

The contractor shall inspect the sediment barrier in accordance with relevant permits. At a minimum, barriers shall be inspected at least once every 7 calendar days and after a rain event resulting in 0.25 inches or more of rainfall. Contractor shall be responsible for ensuring that an effective barrier is in place and working effectively for all phases of the Contract.

Barriers that decompose such that they no longer provide the function required shall be repaired or replaced as directed. If the resulting berm of compost within the fabric tube is sufficiently intact (despite fabric decay) and continues to provide effective water and sediment control, barrier does not necessarily require replacement.

DISMANTLING & REMOVING

Barriers shall be dismantled and/or removed, as required, when construction work is complete and upslope areas have been permanently stabilized and after receiving permission to do so from the Engineer.

ITEM 767.121 (Continued)

Regardless of site context, nonbiodegradable material and components of the sediment barriers, including photo-biodegradable fabric, plastic netting, nylon twine, and sedimentation fence, shall be removed and disposed off-site by the Contractor.

For naturalized areas, biodegradable, natural fabric and material may be left in place to decompose on-site. In urban, residential, or other locations where aesthetics is a concern, the following shall apply:

- Compost filter tube fabric shall be cut and removed, and compost shall be raked to blend evenly (as would be done with a soil amendment or mulch). No more than a 2-inch depth shall be left on soil substrate.
- Straw bales shall be removed and disposed off-site by the Contractor. Areas of trenching shall be raked smooth and disturbed soils stabilized with a seed mix matching adjacent seeding or existing grasses (i.e., lawn or native grass mix).
- Sedimentation fence, stakes, and other debris shall be removed and disposed off-site. Site shall be restored to a neat and clean condition.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Sediment Control Barrier will be measured and paid for at the contract unit price per foot of sediment control barrier which price shall include all labor, equipment, materials, maintenance, dismantling, removal, restoration of soil, and all incidental costs required to complete the work.

Additional barrier, such as double or triple stacking of compost filter tubes, will be paid for per foot of tube installed.

Barriers that have been driven over or otherwise damaged by construction activities shall be repaired or replaced as required by the Engineer at the Contractor's expense.

Sedimentation fence used in conjunction with compost filter will be measured and paid for separately under Standard Item 697, Sedimentation Fence.

ITEM 767.122**SEDIMENT BARRIER – COIR LOG****FOOT**

The work under this item shall conform to the relevant provisions of Subsections 101, 120, 170, and 751 of the Standard Specifications and the following:

Sediment Barrier - Coir Log shall be used in wet locations where the barrier will not require removal; when barrier is placed immediately adjacent to existing wetlands; as a check dam in swales; in locations as shown on the Drawings; and/or in locations required by the Engineer.

Permits, Codes and Regulations: The Contractor shall comply with all rules, regulations, laws and ordinances of the City/Town and State, and all other authorities having jurisdiction over the Project site. All labor, materials, equipment, and services necessary to make the work comply with such requirements shall be provided by the Contractor without additional cost to the Department.

MATERIALS

Coir Log: Coir Log shall be biodegradable coir fiber cylindrical bundles. Inner core shall be 100 percent unsorted, well-cleaned, coir fiber uniformly distributed along the length of the log. The stuffed density of the coir fiber shall be a minimum of 9 pounds per cubic foot.

Outer netting shall be constructed from a minimum 3-ply high strength coir bristle twine. The netting shall have 2-inch by 2-inch rhombic openings with hand-knotted junctions. The average breaking strength of the coir twine shall be a minimum of 80 pounds. Production tolerance for all the above parameters shall not exceed plus or minus 10 percent.

Coir log diameter shall be sized as shown on the drawings. Typical lengths are supplied in 10 foot or 20-foot increments. Coir logs or coir netting may not be cut to decrease length and shall maintain the physical properties as supplied by the Manufacturer.

Notched Wood Stakes: Stakes shall be oak or southern pine with dimensions as shown on the Drawings. Stakes shall be free from knots and other defects which would cause splitting and shall have a downward-angled notch as shown in the drawing.

Coconut Fiber Cord: Coconut fiber cord shall be two-ply braided cord with a breaking strength of 80 pounds, minimum 0.25-inch diameter.

Delivery, Storage and Handling: Protect materials from deterioration during delivery and while stored at site.

CONSTRUCTION METHODS

General: Prior to initial placement of the coir log sediment barrier, the Contractor and the Engineer shall review locations specified on the plans and adjust placement, if required, to ensure that the coir log positioning and configuration will provide maximum sediment capture. Coir log sediment barrier(s) shall be in place prior to excavation work and no work shall take place outside the coir log barrier(s).

ITEM 767.122 (Continued)

Installation: Coir logs shall be staked and secured as shown on the Drawings, as specified herein, and/or as recommended by the Manufacturer. The Contractor shall remove all underlying vegetation or debris to ensure that each coir log is securely in contact with soil, such that there is no flow beneath the log.

When used as a check dam barrier in a swale, the coir log shall be centered in the low point of the swale, perpendicular to the flow, with ends extending upslope. The log check dam barrier shall extend such that the log top elevation at the center of the swale is lower than the lowest elevation at the end log, to ensure that sediment-laden runoff will flow either through or over the coir log but not around it. The coir log check dam barrier shall have length such that no seams occur in the swale.

Notched wood stakes shall be driven parallel on both sides of the coir log at a typical spacing of 5 feet on center, unless site conditions warrant a closer spacing distance to ensure logs are firmly secured to the underlying soil. Stakes shall not extend more than 1 foot beyond the top of the log. Coir twine shall lash the logs to notched stakes in a cross-lashing fashion between stakes, throughout the length of the log barrier.

When utilizing multiple logs for sediment control, each coir log shall be laced together end-to-end (creating a seam) with coir twine to create a continuous length. End-to-end lacing may be completed before or after placement, to facilitate handling.

Maintenance: Maintenance of the coir log sediment barrier shall be per the Stormwater Pollution Prevention Plan (SWPPP).

The contractor shall inspect the sediment barrier in accordance with relevant permits. At a minimum, barriers shall be inspected at least once every 7 calendar days and after a rain event resulting in 0.25 inches or more of rainfall. The Contractor shall be responsible for ensuring that an effective barrier is in place and working effectively for all phases of the Contract. Under no condition shall sediment be allowed to accumulate more than 4 inches above the original ground line.

If a breach or other failure of the barrier occurs, the barrier shall be immediately restored. Repair shall include replacement of entire defective segments or for short breaches, revetment with additional coir logs, set directly adjacent to the downslope side of the breach. Revetment coir logs must overlap breach by a minimum of 2 feet on each side. The Engineer must approve breach repair means and methods as well as outcome.

If the coir log sediment barrier is damaged by equipment or undergoes a significant washout or other major failure, the Contractor shall replace the component in its entirety, at the discretion and approval of the Engineer. Any delay in maintaining the barrier shall be cause to immediately suspend the work as provided for in Subsection 8.09: Delay and Suspension of Work.

Disposition/Removal: For naturalized areas, coir logs and wooden stakes may be left in place to decompose on-site. For areas where, in the determination of the Engineer, aesthetics are a concern, logs, errant coir fiber material, and stakes may require removal.

ITEM 767.122 (Continued)

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Item 767.122 Sediment Barrier - Coir Log will be measured for payment by the FOOT, complete in place and will be paid for at the Contract unit price per FOOT, which price shall include all labor, materials, equipment, and incidental costs required to complete the work.

No separate payment will be made for coir log(s) follow-up maintenance and repairs, or disposal (if required), but all costs in connection therewith shall be included in the Contract unit price bid.

ITEM 767.9**JUTE MESH****SQUARE YARD**

The work under this item shall conform to the relevant provisions of Section 700 of the Standard Specifications and the following.

The work under this item shall consist of furnishing and installing jute mesh fabric to prevent soil erosion. Jute mesh shall be placed over all areas of exposed soil in locations shown on the plans or as required by the Engineer.

MATERIALS

Jute netting or similar material shall be new, unused, undyed, and unbleached 100% biodegradable yarn (no polypropylene) and of uniform plain weave. The materials should weigh approximately 1.0 (+/- 5%) pounds per linear yard (assuming a 4-foot width).

Shall meet the following minimum requirements:

Open Area:	70-75%
Mesh Size:	approximately 1/2 inch with an open area of 60-65%.
Roll Weight:	approximately 1.0 (+/- 5%) pounds per linear yard
Warp Ends:	78 per linear yard
Weft Ends:	41 per linear yard
Recommended flow:	6 fps (1.8 m/s)
Functional Longevity:	

6-9 months

Anchoring devices shall be 11-gauge steel staples 6-inch minimum length. In loose soils the length of the staples shall be 9-inches.

For areas that will be routinely mowed anchoring devices shall consist of minimum 8" wooden stakes. Longer stakes shall be used where loose soils or other conditions obligate, as required by the Engineer.

CONSTRUCTION METHODS

Area shall be seeded prior to installation of jute netting.

Installation shall be such as to ensure continuous contact with soil without folds or wrinkles. Jute netting shall be laid such that upslope fabric is placed over lower slope fabric by a minimum of 3 feet. Adjoining rolls shall be overlapped a minimum 6 inches. The netting shall extend beyond at least 1 foot beyond the edge of the seeded area.

The Contractor shall bury the ends of the jute netting 6-8 inches in anchor trenches at top and bottom of slopes.

ITEM 767.9 (Continued)

Jute netting shall be anchored in place with vertically driven metal staples. The staples shall be driven in until their tops are flush with the soil. Staples shall be placed at 12-inch intervals along the top of a slope and in staggered courses along the face of the slope to achieve a minimum of 3 staples per square yard, or at manufacturer's recommendations for the given site conditions.

Contractor shall reseed all trenched and otherwise disturbed areas with specified seed mix. The Contractor shall maintain the jute netting and make satisfactory repairs of any areas damaged until acceptance of seed establishment.

METHOD OF MEASUREMENT

Jute Mesh will be measured by the number of Square Yards complete in place, including anchoring, as measured across the surface of grade and does not include buried or overlapped portions. The quantity measured for payment shall not exceed that shown on the plans or as directed by the Engineer.

Mesh that becomes loose or that is not otherwise functioning to stabilize soil shall be repaired and new or additional jute matting installed as required at the Contractor's expense. Soil erosion shall be repaired, and area shall be raked and reseeded with the original specified mix as required by the Engineer at the Contractors expense.

BASIS OF PAYMENT

Jute Mesh will be paid for at the contract unit price per Square Yard, which price shall include all labor, materials, equipment, trenching, placing, and stapling of jute fabric, reseeded of trenched and disturbed areas, and all incidental costs required to complete the work.

<u>ITEM 813.811</u>	<u>ELECTRIC SERVICE RISER RELOCATION</u> <u>LOCATION NO. 1</u>	<u>LUMP SUM</u>
<u>ITEM 813.812</u>	<u>ELECTRIC SERVICE RISER RELOCATION</u> <u>LOCATION NO. 2</u>	<u>LUMP SUM</u>
<u>ITEM 813.813</u>	<u>ELECTRIC SERVICE RISER RELOCATION</u> <u>LOCATION NO. 3</u>	<u>LUMP SUM</u>
<u>ITEM 813.814</u>	<u>ELECTRIC SERVICE RISER RELOCATION</u> <u>LOCATION NO. 4</u>	<u>LUMP SUM</u>
<u>ITEM 813.815</u>	<u>ELECTRIC SERVICE RISER RELOCATION</u> <u>LOCATION NO. 5</u>	<u>LUMP SUM</u>
<u>ITEM 813.816</u>	<u>ELECTRIC SERVICE RISER RELOCATION</u> <u>LOCATION NO. 6</u>	<u>LUMP SUM</u>
<u>ITEM 813.817</u>	<u>ELECTRIC SERVICE RISER RELOCATION</u> <u>LOCATION NO. 7</u>	<u>LUMP SUM</u>
<u>ITEM 813.818</u>	<u>ELECTRIC SERVICE RISER RELOCATION</u> <u>LOCATION NO. 8</u>	<u>LUMP SUM</u>
<u>ITEM 813.819</u>	<u>ELECTRIC SERVICE RISER RELOCATION</u> <u>LOCATION NO. 9</u>	<u>LUMP SUM</u>
<u>ITEM 813.820</u>	<u>ELECTRIC SERVICE RISER RELOCATION</u> <u>LOCATION NO. 10</u>	<u>LUMP SUM</u>
<u>ITEM 813.821</u>	<u>ELECTRIC SERVICE RISER RELOCATION</u> <u>LOCATION NO. 11</u>	<u>LUMP SUM</u>

The work under these items shall conform to the relevant provisions of Subsection 813 of the Standard Specifications and the following:

DESCRIPTION

The work under these items shall consist of the removal and relocation of existing electric service risers attached to 11 utility poles:

LOCATION NO. 1 - #171/64X located at STA. 34+15 LT
 LOCATION NO. 2 - #173/62X located at STA. 36+76 LT
 LOCATION NO. 3 - #182 located at STA. 47+42 LT
 LOCATION NO. 4 - #187/48 located at STA. 53+82 RT
 LOCATION NO. 5 - #188 located at STA. 55+24 LT
 LOCATION NO. 6 - #46A/189 located at STA. 56+32 LT
 LOCATION NO. 7 - #43/1/192 located at STA. 60+01 LT
 LOCATION NO. 8 - #202-33A located at STA. 72+43 LT
 LOCATION NO. 9 - #UPL located at STA. 83+21 LT
 LOCATION NO. 10 - #215 located at STA. 88+84 LT
 LOCATION NO. 11 - #220 located at STA. 94+78 LT

ITEMS 813.811 through 813.821 (Continued)

These risers supply secondary electrical service through underground conduit.

The Contractor shall notify the respective utility company immediately following the Notice to Proceed from MassDOT to generate a Work Order for each Electric Service Riser requiring relocation. These private service relocations need to be properly coordinated with the utility to ensure that they are relocated in conjunction with their overhead relocations and to ensure that they do not delay the other utilities from relocating according to the project schedule.

The existing underground conduit shall be excavated and exposed for a necessary distance to allow for the re-alignment of the conduit to the relocated pole as determined by the local utility company servicing the property. The existing galvanized riser and sweep at the base of pole shall be removed and become the property of the Contractor to dispose of in accordance with all applicable regulations. This service shall include the first 10' of the riser on the described utility pole, the sweep, a coil of wire acceptable to the local utility company and all other materials required for the relocation including any additional conduit.

The work shall include all excavation and backfill, compaction, new riser, new conduit, a new handhole to splice service to the abutting business, new wire and materials, concrete encasement, or any other requirements in accordance with the latest edition of the National Electrical Code, the respective utility company, local codes and guidelines.

The work associated with disconnecting power and reconnecting power to the utilities secondary and power lines is the responsibility of the Contractor to coordinate with the local utility company and shall be performed at a time convenient to the property owners or tenants occupying the building. The actual time of day or evening for the disconnecting and reconnecting shall be agreed upon between the Engineer, the local power company servicing this location and the property owner/tenant during construction. A representative from the Contractor shall be present when this work is performed. No additional compensation shall be given for this work outside of normal work hours if required.

The work associated with the removal of utility poles and the transfer of the Utilities overhead primary and secondary wiring shall be the responsibility of the respective utility companies and is not included under these items.

BASIS OF PAYMENT

ITEMS 813.811 through 813.821 will be paid for at the respective Contract unit prices per Lump Sum, which price shall include all labor, materials, equipment, and all incidental costs required to complete the work.

Utility connection fees, design review fees, permit fees, or other incidental costs required to relocate the electric risers shall be included in the lump sum price.

ITEM 825.101 RECTANGULAR RAPID FLASHING BEACON (AC POWER), LUMP SUM
LOCATION 1**ITEM 825.102 RECTANGULAR RAPID FLASHING BEACON (AC POWER), LUMP SUM**
LOCATION 2**ITEM 825.103 RECTANGULAR RAPID FLASHING BEACON (AC POWER), LUMP SUM**
LOCATION 3**ITEM 825.104 RECTANGULAR RAPID FLASHING BEACON (AC POWER), LUMP SUM**
LOCATION 4**ITEM 825.105 RECTANGULAR RAPID FLASHING BEACON (AC POWER), LUMP SUM**
LOCATION 5**ITEM 825.106 RECTANGULAR RAPID FLASHING BEACON (AC POWER), LUMP SUM**
LOCATION 6

All work under these items shall be in accordance with Section 800 of the Standard Specifications, the Plans, and the following:

Description

The work shall include furnishing and installing an AC-powered, pedestrian actuated, rectangular rapid flashing beacon (RRFB) system at the locations shown on the plans and in accordance with the details shown on the plans. RRFBs are intended to provide supplemental warning to approaching vehicles of the potential for pedestrians to be crossing in an adjacent crosswalk.

List of Major Items

An RRFB system shall, at a minimum, consist of the following items, which shall be included in the lump sum bid price for each location:

- (2) concrete foundations;
- (2) 15' traffic signal posts and pedestals (painted black);
- (2) Accessible Pedestrian Signal (APS) pushbutton systems (painted black);
- (4) dual rectangular yellow LED beacons in NEMA enclosures (painted black);
- (2) 9"x12" R10-25 (PUSH BUTTON TO TURN ON WARNING LIGHTS) signs;
- (4) 30"x30" W11-15 (Pedestrian Warning) signs;
- (2) 21"x15" W16-7pR and (2) 21"x15" W16-7pL (Diagonal Downward Arrow) signs;
- (2) NEMA Type 3R or higher enclosures to house (painted black):
 - Electrical components, including wiring and solid-state circuit boards;
 - On-board user interface;
 - Frequency hopping spread spectrum (or other alternate FCC approved) wireless activation unit with a minimum 150' range; and
- All mounting and supporting hardware and wiring necessary to complete a working system (painted black).

RRFB controller and LED beacons, APS pushbutton systems, and traffic signal posts and pedestals shall be listed on the Qualified Traffic Control Equipment List. Pedestals shall be cast iron.

ITEMS 825.101 through 825.106 (Continued)**Shop Drawings**

Within 14 days following Notice To Proceed, the Contractor shall submit shop drawings for signal supports, a list of equipment, and manufacturer's equipment specifications to the Engineer in accordance with the relevant provisions of Section 815.20.

No work shall be commenced by the Contractor until approval of the shop drawings and manufacturer's data has been received in writing from the Engineer. Approval of these drawings will be general in character and shall not relieve the Contractor from the responsibility of, or the necessity of, furnishing materials and workmanship conforming to the plans and specifications.

Amber LED Rectangular Rapid Flashing Beacon (RRFB)

The light intensity of the LED beacons during daytime conditions shall meet the minimum specifications for Class 1 yellow peak luminous intensity in the Society of Automotive Engineers (SAE) Standard J595 (Directional Flashing Optical Warning Devices for Authorized Emergency, Maintenance, and Service Vehicles) dated January, 2005. An automatic signal dimming device shall be included to reduce the brilliance of the LED beacons during nighttime conditions.

A pilot light shall be integrated into the housing of the dual rectangular yellow LED beacons, facing pedestrians in the crosswalk, to provide confirmation that the RRFB is in operation.

Incidental RRFB Signage

All signs attached to the RRFB assemblies shall be incidental to the lump sum bid price of the RRFB.

All signs shall be MUTCD-compliant. R10-25 signs shall have a black border and legend on a white background. W11-15, W16-7PR, and W16-7PL signs shall have a black border and legend on a fluorescent yellow-green background. All sign sheeting materials shall be per Subsection 828.41.

R10-25 signs may be integrated into the APS pushbutton system as a single unit or mounted separately on Type A aluminum.

W11-15, W16-7PR, and W16-7PL signs shall be Type A aluminum per Subsection 828.42.

ITEMS 825.101 through 825.106 (Continued)**AC-Power Service Connection**

Under Items 825.101-825.106 the service connection shown on the plans is approximate only. The Contractor shall determine exact location from the servicing utility, arrange to complete the service connection, and be responsible for all charges incidental thereto.

It shall be the Contractor's responsibility to contact the utility company. The electric company will connect and disconnect power as required. No work shall be done in manholes or on power poles without a representative of the electric company being present. The Contractor will be responsible for coordinating work with the electric company. All details for conduit, risers, wire, and meter socket, etc. shall conform to the utility company's standard at no additional costs.

The utility will provide a connection at the overhead structure and make the connection from the power source to the meter socket. The Contractor will install the conduit connecting the connection to the controller cabinet foundation. The service connection shall include a riser, weatherhead, and disconnect switch.

The Contractor shall furnish and install, or cause to be installed, all service equipment to the satisfaction of the electric utility company. It shall also be the Contractor's responsibility to pay all charges to the utility company for performing the work previously described.

Openings where cables enter the bottom of the controller cabinet, and each pull box shall be sealed with approved elastic sealing compound.

No direct reimbursement will be made under this contract to the Contractor for payments made to electric company, it being understood that full compensation for any payment made by the Contractor to the utility company will be included in the contract prices bid.

Functional Requirements

The RRFB system shall remain dark until actuation. Refer to section 825.71 of the Standard Specifications for Highways and Bridges for the operations of the Light Bars.

All RRFBs within the system shall commence and cease operation simultaneously.

The length of the flashing cycle upon actuation shall be per the plans. These settings shall be user-programmable through the on-board user interface. No-fee wireless communication protocol (Wi-Fi, Bluetooth®, or other approved technology) may be used as an alternative programming method.

Testing of Grounding System

Grounding Cable - Grounding cable shall be bare copper No. 8 AWG wires. All proposed RRFB equipment shall have new cabling.

The Contractor shall perform testing of the equipment grounding system in the presence of the Engineer and Town in accordance with the Standard Specifications.

ITEMS 825.101 through 825.106 (Continued)**Pedestrian Push Buttons**

Each APS pushbutton shall have a tactile arrow and locator tone. The tactile arrow shall be oriented to point in the direction of the crosswalk. The locator tone shall have a duration of 0.15 seconds or less and shall repeat at 1-second intervals. The locator tone shall be set 2 to 5 dBA above ambient sound, shall automatically adjust intensity, but cap at a maximum volume of 100 dBA. The tone shall be audible whenever the LED modules are not active.

Upon actuation, an audible speech message shall state, "Warning lights are flashing." This message shall be stated twice. No vibrotactile or percussive indications shall be used.

RRFB shall restart the countdown timer upon each actuation, even if the button is pressed while it is already flashing. See FHWA IA-21 for additional information.

Pedestrian push button controls shall be raised from or flush with their housings and shall be a minimum of 2 inches in the smallest dimension. The force required to activate the controls shall be no greater than 5 pounds.

Pedestrian push buttons shall be located as close as practicable to the accessible ramp serving the controlled crossing and shall permit operation from a clear ground space. A mounting height of 42 inches above the finish sidewalk grade shall be used for pedestrian push buttons.

Posts and Foundations

All pedestal posts associated with the RRFB shall be painted black. The new pedestal posts shall have cast-iron transformer bases and be made of cast-iron. New RRFB base foundations shall not obstruct a sidewalk or crosswalk so that passage by physically challenged persons is impaired and installation shall be in compliance with ADA/AAB standards. Sidewalk extensions shall be provided when needed in order to maintain minimum ADA/AAB compliance.

The new pedestal posts on new foundations may utilize either precast or cast-in-place cement concrete pedestal post foundations constructed in conformance with the MassDOT Standard Drawings.

Signal posts and bases shall be minimum 4" diameter cast-iron shafts with cast pedestal bases. Poles shall be of a length such that a minimum vertical clearance of 7 feet is achieved between the ground surface and the bottom of the sign closest to the ground surface.

No separate payment will be made for work considered incidental to the excavation, including but not limited to, pedestal post foundations, dewatering, etc. but all costs in connection therewith shall be included in the respective bid prices for Items 825.101 – 825.106.

Software and Warranty

Any proprietary software required for the programming and/or operation of the system shall be included at no additional cost.

ITEMS 825.101 through 825.106 (Continued)

The flasher cabinet assembly shall be warranted to be free of defects in material and workmanship for a period of three years from the date of acceptance. The Contractor will repair or replace any part of the unit which proves to be defective within the warranty period. Warranty details must be included in the submittal.

Construction Methods

No work shall commence until the shop drawings are approved.

Layout and design of the RRFB system shall conform to the plans.

Foundation installations shall be per Subsection 801.62. The top of the foundation shall be ¼” to 1” proud of the sidewalk and chamfered at 45 degrees. Gaps between the sidewalk and foundation shall be no larger than ¼” and grouted with preformed joint filler.

The Contractor shall diagnose and replace any part of the pedestrian activated warning system that is found to be defective in workmanship, material, or manner of functioning within six months of final acceptance by the Engineer. This requirement does not supersede the one-year warranty period on materials specified in Subsection 815.20 of the MassDOT Standard Specifications for Highways and Bridges.

BASIS OF PAYMENT

Items 825.101 through 825.106, will be paid for at their respective contract unit prices per Lump Sum, which price shall include all labor, materials, equipment, and incidental costs required to complete the work for each location.

Conduit will be paid for at the contract unit price per foot under item 804.3 3 Inch Electrical Conduit Type NM – Plastic (UL).

Pull Box's will be paid for at the contract unit price per each under item 811.31 Pull Box 12 x 12 Inches – SD2.031.

The lump sum price under this item shall include furnishing and installation of standard MassDOT approved pedestal posts and bases with sizes as noted in the plans.

ITEM 841.81 **SUPPORTS FOR GUIDE SIGN (MA-D1-7) STEEL** **EACH**

The work under this item shall conform to the relevant provisions of Subsection 840 of the Standard Specifications and the following:

The work includes fabricating and installing single steel beam breakaway support posts in 4000 psi concrete foundations for extruded (Type B) aluminum MA-D1-7 design sign panels that are installed as shown on the plans or as required by the Engineer.

All new supports provided under this item shall be designed to sustain a minimum wind speed of 90 mph. Base plate bolts shall be torqued per current MassDOT and AASHTO standards.

For bidding purposes, all signs are presumed to be mounted on single 6 inch by 6 inch steel square tube posts; however, the exact size of post to be installed at each location shall be determined by the Contractor and approved by the Engineer prior to fabrication and installation.

METHOD OF MEASUREMENT

Item 841.81 will be measured for payment by the unit each Support for Guide Sign (ma-d1-7) Steel, complete in place.

BASIS OF PAYMENT

Item 841.81 will be measured and paid for at the Contract unit price bid per each Support for Guide Sign (ma-d1-7) Steel, which price shall include all labor, materials, equipment, and incidental costs required to complete the work as described.

No separate payment will be made for design of the supports, fabrication and installation, including the foundation, excavation, backfilling and compaction, but all costs in connection therewith shall be included in the Contract unit price bid.

Loam borrow and seeding, as part of ground restoration work where required or as required by the Engineer, will be paid for separately under Loam Borrow, Item 751., and Seeding, Item 765., in accordance with the relevant provisions of Sections 751 and 765, respectively.

ITEM 859.1**REFLECTORIZED DRUMS WITH SEQUENTIAL
FLASHING WARNING LIGHTS****DAY**

The work under this Item shall conform with the relevant provisions of Subsection 850 of the Standard Specifications and the following:

Work under this item consists of furnishing, installing, maintaining in proper operating conditions, and removing reflectorized drums, and any necessary ballast, equipped with sequential flashing warning lights.

MATERIALS

Reflectorized drums shall be listed on the MassDOT Qualified Traffic Control Equipment List. Reflective sheeting on drums shall meet or exceed ASTM D4956 Type VIII. All drums shall be maintained in a satisfactory manner including the removal of oils, dirt, and debris that may cause reduced retroreflectivity.

The Contractor shall use one of the following sequential flashing warning light systems unless otherwise approved by the Engineer:

- Empco-Lite LWCSO.
- pi-Lit® Sequential Barricade-Style Lamp; or
- Unipart Dorman SynchroGUIDE.

Sequential flashing warning lights shall be secured to reflectorized drums per the light manufacturer's specifications.

CONSTRUCTION METHODS

The first ten (10) drums in any merging or shifting taper as designated in the Temporary Traffic Control Plan shall be equipped with sequential flashing warning lights. These lights shall be operating, at a minimum, between dusk and dawn when the taper is deployed.

The successive flashing of the sequential warning lights shall occur from the upstream end of the merging or shifting taper to the downstream end of the taper in order to identify the desired vehicle path. Each warning light in the sequence shall be flashed at a rate of not less than 55, nor more than 75 times per minute.

Warning lights shall be powered off when drums are not deployed in a taper.

ITEM 859.1 (Continued)

METHOD OF MEASUREMENT

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.

BASIS OF PAYMENT

Reflectorized Drums with Sequential Flashing Warning Lights will be paid for at the contract unit price per day, which shall include full compensation for furnishing, positioning, repositioning, and removing the group of ten (10) drums as required by the Engineer.

<u>ITEM 862.506</u>	<u>FAST DRY MULTI-COMPONENT PAVEMENT MARKINGS, RECESSED, WET REFLECTIVE (6 INCH WHITE LINE)</u>	<u>FOOT</u>
<u>ITEM 863.506</u>	<u>FAST DRY MULTI-COMPONENT PAVEMENT MARKINGS, RECESSED, WET REFLECTIVE (6 INCH YELLOW LINE)</u>	<u>FOOT</u>

Work to be completed under these items shall conform to the relevant provisions of Subsection 860 of the Standard Specifications and shall consist of grooving a slot in the pavement surface and furnishing and installing Multi-Component Wet Reflective Pavement Markings at the locations shown on the plans or as required by the Engineer.

Materials

Fast Dry Multi-Component Wet Reflective Pavement Markings shall consist of a liquid binder, first drop beads or elements to provide dry and wet retroreflectivity, and second drop glass beads to improve the durability of the pavement marking, reduce track-free times, and provide supplementary dry retroreflectivity. Multi-Component Pavement Marking binders are typically composed of, but not limited to, Epoxies, Polyureas, and Urethanes.

Classification of dry time is based upon the results of the test procedures found in ASTM D711 (73.5 ± 3.5°F at 50 ± 5% relative humidity) when applied with glass beads. Fast Dry Multi-Component Pavement Markings shall have a no track time of 10 minutes or less when tested under ASTM D711. The Contractor shall provide a Certificate of Compliance verifying the product supplied meets the specified dry time requirements per ASTM D711 prior to installation.

The Contractor shall select a liquid binder and bead/element combination that meets these performance specifications.

Second drop beads shall be manufactured from glass of a composition that is highly resistant to traffic wear and to the effects of weathering. If coating is required to meet the performance requirements, the second drop beads shall be coated to ensure satisfactory embedment and adhesion. Second drop beads retained on a No. 40 U.S. Standard Mesh Sieve shall have a minimum crush strength of 30 lbs. when tested in accordance with ASTM D1213.

ITEMS 862.506 and 863.506 (Continued)

Second drop beads passing the No. 30 sieve shall have a minimum of 75 percent true spheres when tested in accordance with ASTM D1155. All second drop beads retained on the No. 20 and No. 30 sieves shall have a minimum of 80 percent true spheres as determined by ASTM D1155.

Second drop beads shall meet the following gradation requirements when tested in accordance with ASTM D1214:

U.S. Standard Sieve No.	Percent Retained
20	3-10
30	15-35
50	45-75
70	0-10
Pan	0-5

Construction MethodsInstallation of the Groove

Prior to cutting out the grooves for all recessed lines, the Contractor shall use a chalk line or other suitable method to layout the proposed pavement markings on the surface course so that the Engineer can inspect the locations. Once the Engineer has inspected and approved the proposed striping layout, the grooves for the proposed pavement markings may be cut. No pavement grooving shall be done without the prior approval of the Engineer.

Groove position shall be a minimum of 4 inches from the edge of the pavement marking to any longitudinal pavement joints. The groove shall not be installed on bridge joints, on drainage structures, or in other areas identified by the Engineer. The groove shall not be installed continuously for intermittent pavement markings, but only where markings are to be applied.

The use of gang stacked diamond cutting blades to grind a smooth square slot is required for producing all grooves. The spacers between blade cuts shall be such that there will be less than a 10 mil rise in the finished groove between the blades. The acceptability of the surface texture will be determined by the Engineer.

The diamond grinder shall have an articulating head so that the slots are installed correctly on grades and super elevated sections.

Grooves that are ground deeper or wider than the specified allowable limits shall be repaired per the direction of the Engineer at no additional cost. Grooves that are ground too shallow, too narrow, or with unacceptable rises between blade cuts shall be reground to the correct size, depth, and surface finish at no additional cost. Slots ground out of alignment shall be patched using an approved method and materials.

ITEMS 862.506 and 863.506 (Continued)

Grooves shall be 1 inch \pm ¼ inch wider than the pavement marking material. Groove depth shall be 100 mils \pm 5 mils, unless otherwise approved by the Engineer. Depth shall be consistent across the full width of the groove. Depth plates shall be provided by the Contractor to the Engineer to assure that desired groove depth is achieved.

Grooves shall be clean, dry and free of laitance, oil, dirt, grease, paint or other foreign contaminants. Shrouds and a vacuum apparatus shall be included as part of the grinder to remove larger pieces of pavement that are ground out. If water is used to clean the groove or the grooving process takes place during rainfall, a minimum of 24 hours of dry time is required prior to the placement of pavement markings.

After the depth, width, length, and surface condition has been approved by the Engineer, an air lance shall be used to remove fine particles from the groove. Air compressors shall initially be blown out away from the application area to prevent compressor condensation build-up from entering the groove. The Contractor shall prevent traffic from traversing the grooves and re-clean grooves, as necessary, prior to application of pavement markings at no additional cost to the Department.

All grooves must be given final approval by the Engineer prior to the placement of pavement markings.

Installation of Multi-Component Wet Reflective Pavement Markings

Installation of wet reflective polyurea pavement markings shall conform to the Manufacturer's specifications and the following:

Application rate for binder and all beads and elements shall consider final pavement surface composition and smoothness in advance of application to ensure proper wet film thickness and embedment of all beads and elements. The Contractor shall provide the Engineer with documentation from the Manufacturer with all recommended application rates in advance of any pavement marking installation.

The minimum uniform wet thickness for the multi-component binder shall be 25-30 mils. The line thickness shall be met across at least the middle $\frac{2}{3}$ of the pavement marking width. Depth plates shall be provided by the Contractor to the Engineer to assure that desired thickness is achieved.

The finished white color shall be free from tint, with good opacity and visibility under both daylight and artificial light. The finished yellow color shall be defined by Federal Test Standard 595 - Color Chip Number 13538, using Federal Test Standard 141 (Method 4252). The finished lines shall be uniform in color and have clean, well-defined edges.

First and second drop beads and/or elements shall be applied in a manner that does not induce rolling or bouncing, to ensure that exposed portions of beads are free of binder material. Beads and elements should be embedded in the binder to a depth of approximately 50% of their diameter.

ITEMS 862.506 and 863.506 (Continued)

Drop rate for first drop bead or element shall be per the Manufacturer's specifications.

Drop rate for second drop glass bead shall be 6.4-10.2 lbs. per gallon.

Newly installed pavement markings shall be protected from tracking during the setting period per Subsection 860.63.

Once the installed pavement markings have been open for traffic for a minimum of 48 hours, the Contractor shall perform retroreflectance readings per the measurement and sampling procedures contained in ASTM D7585 (Standard Practice for Evaluating Retroreflective Pavement Markings Using Portable Hand-Operated Instruments) using the Referee Evaluation Protocol found in section 6.4. The following tests shall be performed during the measurement and sampling process:

1. ASTM E1710 (*Standard Test Method for Measurement of Retroreflective Pavement Marking Materials with CEN-Prescribed Geometry Using a Portable Retroreflectometer*); and
2. ASTM E2177 (*Standard Test Method for Measuring the Coefficient of Retroreflected Luminance (R_L) of Pavement Markings in a Standard Condition of Wetness*).

The average initial retroreflectance readings shall exceed the following minimum values:

	*White Markings	*Yellow Markings
ASTM E1710 (Dry)	475 mcd/lux/m ²	375 mcd/lux/m ²
ASTM E2177 (Wet Recovery)	375 mcd/lux/m ²	300 mcd/lux/m ²

*Observation Angle = 1.05°, Entrance Angle = 88.8°

Pavement markings with measured average initial retroreflectance readings that do not meet the specified minimum values using the procedures outlined in subsection 6.4.5 of ASTM D7585 shall be removed by an approved method and reapplied at no additional cost, unless otherwise required by the Engineer.

METHOD OF MEASUREMENT

Item 862.506 and 863.506 will be measured for payment by the unit foot, complete in place.

BASIS OF PAYMENT

Items 862.506 and 863.506 will be paid for at the Contract unit price bid per foot, which price shall include all labor, materials, equipment, and incidental costs required to complete the work as described.

The contract prices shall include all material, labor, and equipment required or incidental to the satisfactory completion of the work.

ITEM 874.2

TRAFFIC SIGN REMOVED AND RESET

EACH

The work under this item shall conform to the relevant provisions of Subsection 828 of the Standard Specifications and the following:

The Contractor shall carefully remove and reset all designated existing signs including attachment hardware and sign support posts located as needed and where required by the Engineer.

Work shall include the dismantling, removal, transporting, storing and resetting of existing traffic signs at the locations shown on the plans. The Contractor shall completely remove the sign and post and reset said sign and post at the new location. If existing sign and/or post are not suitable for reuse as determined by the Engineer, the Contractor shall provide a new sign and/or post under Items 832. and/or 847.1/848.1, respectively. New attachment hardware shall be furnished as required to replace any missing or unusable existing hardware. Work shall also include the removal and disposal of footings up to a depth of 12 inches below the proposed surface of sidewalks and driveways as well as up to 36 inches below the proposed roadway.

Existing signs and/or posts damaged by the Contractor's operations shall be replaced in-kind by the Contractor at no additional compensation.

Included under this item are warning, regulatory, and route marker signs and miscellaneous directional signs.

The Contractor shall backfill with compacted gravel all holes resulting from the removal of the existing signs and their foundations and restore the area to match existing conditions of adjacent areas.

METHOD OF MEASUREMENT

Item 874.2 will be measured for payment by the unit each traffic sign removed and reset, complete in place.

BASIS OF PAYMENT

Items 874.2 will be paid for at the Contract unit price bid per each traffic sign removed and reset, which price shall include all labor, materials, equipment, and incidental costs required to complete the work as described.

No separate payment will be made for gravel backfill or excavation and disposal of existing footings, if required, but all costs in connection therewith shall be included in the Contract unit price bid.

ITEM 874.4**TRAFFIC SIGN REMOVED AND STACKED****EACH**

The work under this item shall conform to the relevant provisions of Subsection 828 of the Standard Specifications and the following:

The work includes removing, transporting, protection, temporary storage and stacking of signs, posts and hardware. The signs, posts and hardware shall be stacked on boards at the Harvard Department of Public Works, 47 Depot Road, Harvard, MA; exact location on site shall be as required by the Engineer, in coordination with the DPW. Private signs removed and stacked ("Shaker Hills Golf" at STA 38+50, 12' RT and "Enter" and "Exit" signs near #264 Ayer Road) shall be stacked at a location in coordination with the Engineer and owners of the signs. Work shall also include the removal and disposal of footings, if present, up to a depth of 12 inches below the proposed surface of sidewalks and driveways as well as up to 36 inches below the proposed roadway.

Traffic signs determined to be unsuitable for reuse shall become the property of the Contractor and shall be removed and discarded.

The Contractor shall completely remove the sign and post. If existing sign and/or post are damaged by the Contractor's operations, a new sign and/or post of the same size and material shall be provided to the Town at the Contractor's expense.

The Contractor shall backfill with compacted gravel all holes resulting from the removal of the existing signs and their foundations and restore the area to match existing conditions of adjacent areas.

METHOD OF MEASUREMENT

Item 874.4 will be measured for payment by the unit each traffic sign removed and stacked, in place.

BASIS OF PAYMENT

Items 874.4 will be paid for at the Contract unit price bid per each, traffic sign removed and stacked which price shall include all labor, materials, equipment, and incidental costs required to complete the work as described.

No separate payment will be made for gravel backfill or excavation and disposal of existing footings, if required, but all costs in connection therewith shall be included in the Contract unit price bid.

ITEM 874.7 **MISCELLANEOUS SIGNS REMOVED AND STACKED** **EACH**

The work under this item shall conform to the relevant provisions of Subsection 828 of the Standard Specifications and the following:

The work includes removing and stacking of the following private signs and lights, if present, as noted on the plans:

- “FOR LEASE” – STA 41+02 LT
- “HARVARD OUTDOOR POWER EQUIPMENT” – STA 60+91 LT
- “310” – 70+79 RT
- “313” – 72+89 LT

The work includes removing, protection, temporary storage and stacking of the sign, posts and hardware. The signs, posts and hardware shall be stacked at a location on the adjacent property, as required by the Engineer, in coordination with the property owner. The ground lights shall be disconnected from the existing wiring, if present. Existing wiring shall be terminated and capped beyond the limit of work for future use.

The work shall also include the removal and disposal of footings, if present, up to a depth of 12 inches below the proposed sidewalk surface.

The Contractor shall completely remove the sign and posts. If the existing sign and/or posts are damaged by the Contractor’s operations, a new sign and/or posts of the same size and material shall be provided to the property owner at the Contractor’s expense.

The Contractor shall backfill with compacted gravel or suitable existing material all holes resulting from the removal of the sign posts and foundations.

METHOD OF MEASUREMENT

Item 874.7 will be measured for payment by each unit, miscellaneous sign removed and stacked, complete in place.

BASIS OF PAYMENT

Items 874.7 will be paid for at the Contract unit price bid per each, miscellaneous sign removed and stacked, which price shall include all labor, materials, equipment, and incidental costs required to complete the work as described.

No separate payment will be made for termination of existing electric wiring, gravel backfill or excavation and disposal of existing footings, if required, but all costs in connection therewith shall be included in the Contract unit price bid.

ITEM 983.521**STREAMBED RESTORATION****CUBIC YARD**

The work under this item shall consist of restoring the disturbed streambed and stream bank using both new material and existing material stockpiled during dredging operations. This work shall occur at locations and to the lines and grades indicated on the Plans, as stipulated herein, and/or as required by the Engineer.

The work to be done under this item shall conform to the relevant provisions of Subsection 983 of the Standard Specifications and the following.

This work shall consist of furnishing and placing natural streambed material, riprap, and crushed stone, and geotextile fabric for permanent erosion control on the streambed and bank to set a desired channel profile, maintain a natural bed appearance, and maintain aquatic organism passage. The placement of these materials shall be as specified herein and on the Plans. The ultimate product will replicate the function and appearance of the existing stream, to the extent possible.

Materials

The streambed restoration areas shall be comprised of the following:

- 12” layer of natural streambed (previously dredged and stockpiled under Item 148.01 or new material as described in this Item) over
- Geotextile fabric for permanent erosion control (paid under Item 698.4)

The dredging and stockpiling of natural streambed material will be paid for under Item 148.01 – Dredging and Stockpiling of Material. This material shall be completely re-used prior to the Contractor bringing in any new materials for the natural streambed layer, at the discretion of the Engineer. Additional graded materials, described below, may be used to improve the stability during high-velocity storms.

Any gravel, cobble, or boulders excavated and stockpiled from the existing streambed (as part of Item 148.01) shall be reused for streambed restoration, provided the excavated stone is characteristic of the existing stream material upstream and downstream of the work area, or meets the below criteria. The elevations and conditions of the existing streambed adjacent to the project site shall be maintained to the maximum extent practicable. The Engineer reserves the right to direct the Contractor to supplement or replace the previously excavated material, as needed to meet the existing streambed characteristics. New boulders brought in by the Contractor shall meet the Component 1 description herein.

ITEMS 983.521 (Continued)

If at the discretion of the Engineer, the previously dredged and stockpiled material is not suitable for re-use or there is not enough material, the Contractor shall bring in new material to be used for the natural streambed layer. New streambed material shall be locally sourced, rounded river stone that matches the composition of the native streambed. The following gradation shall be used as a guide.

This work shall consist of furnishing and placing stone fill material on the river bed and bank as well as inside, upstream and/or downstream of, a structure to set a desired channel profile, maintain a natural bed appearance, and maintain aquatic organism passage. The ultimate product will to the extent possible replicate the function and appearance of the existing stream, as illustrated by photodocumentation herein.

Component 1: 18” to 24” natural, rounded, locally sourced boulders

Component 2: Streambed material with gradation similar to the natural streambed at the site. Approximate gradation noted provided in the below table:

Stone/Sieve Size	% Finer
12 in.	95-99
Cobble (2.5 in.- 10 in.)	85-95
Gravel (0.2 in.- 2.5 in.)	60-85
No. 4	5-60
No. 200	1-5

Any new streambed restoration material that will be required shall be approved by the Engineer prior to use.

Construction Methods

The streambed material and geotextile fabric shall be placed as detailed on the plans and as described in this specification. The initial placement of streambed material shall include the random placement of natural boulders (Component 1) on top of the geotextile fabric. The boulders shall be placed randomly throughout, approximately 10’-0” apart. After boulders (Component 1) are installed, the natural streambed material (previously dredged and stockpiled – Item 148.01, or new streambed material described above as Component 2) shall be spread as shown on the plans

ITEMS 983.521 (Continued)

to a 12" depth. Boulders (Component 1) shall be flush or extend up approximately 6" above and through the 12" layer of natural streambed. Natural streambed material shall be tamped down. Fill voids by hand tamping with metal tamping rods, by shaking stone with the teeth of an excavator bucket, and/or by spraying water to settle fines between large stones. Plate compactors shall not be used. Streambed material shall be installed in 6" to achieve the full depth of stream bed restoration shown on the Plans.

A 12" layer of natural streambed material shall be installed on top of the geotextile fabric to restore streambed habitat and aesthetics. The material shall be installed during dewatered conditions behind cofferdams in accordance with the environmental permits. Where appropriate based on existing conditions at the site, a higher proportion of larger native boulders from the natural streambed material mix shall be placed along the edge of the channel to protect the banks or structures. Larger material shall also be installed in the channel to maintain a natural level of hydraulic roughness and re-establish fish habitat.

Once all material has been placed in the stream channel and approved by the Engineer, the Contractor shall remove the cofferdams in such a way to slowly wet the stream to minimize the initial sediment pulse. Every attempt shall be made to minimize the downstream movement of sediment.

The final streambed shall look natural, shall match nearby reaches, and there shall be minimal to no subsurface flow upon final inspection by the Engineer.

The Contractor shall submit to the Engineer for approval prior to the start of operations, a placement plan and method of placement.

METHOD OF MEASUREMENT

Item 983.521 will be measured and paid for by the Cubic Yard of natural streambed/boulders re-laid or new streambed material/boulders installed, complete in place.

BASIS OF PAYMENT

Items 983.521 will be paid for at the Contract unit price bid per Cubic Yard, of natural streambed/boulders re-laid or new streambed material/boulders installed, which price shall include all labor, materials, equipment, and incidental costs required to place the natural streambed layer as indicated on the Contract Documents, as specified herein and as required by the Engineer.

Compensation for the dredging and stockpiling of materials will be paid for under Item 148.01 – Dredging and Stockpiling of Material.

Compensation for furnishing and installing the geotextile fabric layer (as shown in the Contract Documents) shall be paid under Items 698.4.

Compensation for control of water will be paid for under Item 991.11 – Control of Water – Location No. 1 and Item 991.12 – Control of Water – Location No. 2.

ITEM 991.11
ITEM 991.12

CONTROL OF WATER – LOCATION NO. 1
CONTROL OF WATER – LOCATION NO. 2

LUMP SUM
LUMP SUM

All work to be done under these Items shall conform to the relevant provisions of Subsections 140.60 of the MassDOT Standard Specifications, the Plans and the following:

The work under these items shall consist of all work and dewatering necessary to control water during the excavation and demolition of the existing structure and the construction of the proposed structure at the following locations:

Location 1: Culvert construction at STA 20+72

Location 2: Culvert extension at STA 65+30

Water shall be diverted and controlled in such a way that all existing and proposed elements are removed and constructed completely in the dry.

The operations of Control of Water neither shall cause the accumulation of siltation nor any adverse effect to the water or the environment. As much work as possible shall be conducted from outside the stream banks.

All work-in-water operations shall be completed in accordance all applicable environmental permits.

The temporary control of water systems shall be non-permanent, which does not harm the ecology of the brook, land under water, and surrounding land and shall be comprised bulk sand bags or portable cofferdams or other approved impervious curtains, and dewatering to facilitate construction activities. Operations of Control of Water shall not adversely affect the quality of the required construction.

Work under this Item also includes pumping operations, sandbags, portable cofferdams, filter fabrics, stone, sedimentation/retention tanks and all other means to collect, settle, and discharge water during construction.

As part of the work under this item, it is the responsibility of the Contractor to determine the need and extent of dewatering required.

Special care shall be given to minimize disturbance to the brook and adjacent banks.

ITEM 991.11 and 991.12 (Continued)**Submittals**

Prior to the commencement of any work at the site, the Contractor shall submit to the Engineer for review and approval, a detailed plan for water control. The submittals shall include working drawings and calculations. Detailing the methods and materials proposed to account for all anticipated loads and construction conditions necessary to permit the work while maintaining a safe work area and protecting property from damage.

The Water Control Plan shall include a Sedimentation and Erosion Control Plan and a Water Flow Diversion and Containment Plan. The plans shall be adequate in detail to define specifics regarding materials, sizes, connections and incidental items associated with the work. The furnishing of such plans shall not serve to relieve the Contractor's responsibility for the safety of the work or his/her responsibility for the successful completion of the project.

The Contractor shall make his/her own evaluation of existing conditions, groundwater level, water flow, the effects of his/her proposed temporary works and construction methods, and shall provide in his/her design for all loads and construction conditions necessary to permit construction of the specified structures while maintaining public safety, and protecting completed work and all third party property from damage due to his operations.

Sedimentation and Erosion Control Plan:

The Contractor shall submit to the Engineer, plans and details of the intended sedimentation/retention tank system that will be used along with dewatering techniques, and its location at the bridge site. All discharge resulting from dewatering activities shall be directed to temporary sedimentation/retention tank at locations approved by the Engineer. At no time shall said discharge be directly released into the resource areas. The proposed plan shall include methods and equipment necessary to discharge water from the sedimentation treatment basins. Sedimentation/retention tank shall be sized appropriately to adequately dewater from the proposed work zone while allowing sufficient time for sediments to settle out of the water, and with a depth such that a minimum of 18 inches of freeboard is maintained throughout its use.

ITEM 991.11 and 991.12 (Continued)**Water Flow Diversion and Containment Plan:**

The Contractor shall submit plans and details along with a complete description showing any proposed systems for control of water and dewatering plan to the Engineer for his approval prior to the start of the work. The proposed plan shall include methods and equipment necessary to perform the work and shall include water discharge methods and equipment to bring water from the work zone to sedimentation/retention tank.

Methods

This work shall also include dewatering the existing culverts as needed to conduct the work.

The system shall be designed so that there are no adverse effects on the adjacent properties. The control of water system shall be sized in such a way that the system is overtopped with elevated brook water before any adjacent properties are inundated.

Where sandbags are used, the bags shall not decay nor rip or tear during the installation, its service life within the waterway, or during the removal process. The Contractor shall not disturb the stream bed in order to avoid migration of silts and sands further downstream. All in-stream work required to install, adjust and remove the control of water system must be performed by hand or by hoisting equipment positioned upland. The Contractor is responsible for researching the seasonal groundwater levels and flow characteristics of the stream to determine appropriate details.

Measures to control the discharge of sediment or pollutants into the water resource areas shall include, but not be limited to the following:

1. Site construction areas outside the buffer zones and on relatively flat ground.
2. Management of construction operations involving hazardous materials, such as refueling and maintenance of equipment within the resource areas.
3. Formulation of contingency plans to control accidental spillage from potentially hazardous materials.
4. Installation and continuous maintenance of water control measures throughout the project.
5. Treatment of all discharge resulting from dewatering activities through a sedimentation/retention tank to control turbidity. At no time shall the discharge from dewatering activities be directly released into a resource area.
6. Perform as much work as possible outside the stream banks.
7. Scheduling of work within the resource areas to avoid periods of high flood (e.g., spring floods) and inclement weather.

These measures shall be maintained for the duration of the contract.

ITEM 991.11 and 991.12 (Continued)

The locations of any sedimentation/retention tank will be determined by the Contractor based on the selected methods of construction. Placement of the tank shall be in an upland area that is within the existing right of way and temporary easements.

A sumping basin shall be constructed to collect any stream waters able to bypass the diversion system that may enter any work areas. The basin shall be equipped with a pump to convey waters to a sedimentation/retention tank. Water shall be discharged downstream after passing through the sumping basin and sedimentation/retention tank. No waters pumped from the work areas shall be discharged back to the brook until sediment is filtered using the sedimentation/retention tank.

All dewatering and related water control work shall be conducted in such a manner as to prevent siltation or contamination of the waterway. At a minimum, the sedimentation/retention tank shall be constructed of an earthen berm lined with geotextile fabric and surrounded by staked hay bales. The tank shall meet or exceed the following criteria:

1. The size and location of the tank shall be determined based on the size of the Contractor's pump and the anticipated groundwater levels.
2. The outlet/weir of the sedimentation/retention tank shall not cause erosion of the surrounding area. An approved method of controlling erosion, such as an erosion control blanket, stone, etc., shall be used at the outlet of the tank.
3. The Contractor shall not allow any sediment within the sedimentation/retention tank to accumulate to a depth of greater than 12 inches at any point in the tank, nor shall the water level be allowed to rise to a height of more than 24 inches.
4. The sedimentation/retention tank shall be designed with a minimum of 18 inches of freeboard, which must be maintained at all times.
5. The Contractor shall inspect the sedimentation/retention tank at least daily when in operation.
6. Damages shall be repaired immediately.
7. The sedimentation/retention outlet shall be cleaned daily.
8. The sediments within the sedimentation/retention tank shall be disposed of as approved by the Engineer.

Upon completion of water control, the materials and equipment used to maintain the cofferdam(s) (if needed) and sumping basin(s) and sedimentation/retention tank (including the temporary riprap for dewatering discharge) shall become the property of the Contractor and shall be removed by the Contractor from the site. The area affected shall be restored to its natural condition in a manner subject to the Engineer's approval.

The Contractor is advised that the effectiveness of the water control method used will vary based on the field conditions and the time at which the actual excavation work is being performed. The Engineer has the right to order the Contractor to stop all excavation operations when in his judgment the Contractor's water control operations are failing to produce adequate results or are posing a threat to the environment.

ITEM 991.11 and 991.12 (Continued)**BASIS OF PAYMENT**

Control of Water will be paid for at the Contract unit price per LUMP SUM, which shall include all labor, materials, equipment, engineering and incidental costs required to complete the work as indicated on the Contract Documents. Any riprap used for dewatering discharge shall be considered incidental to the work and shall be paid for under this Item.

In general, the payment method for Item 991.11 and 991.12 is partial progressive payment of the LUMP SUM Contract Bid Price of this Item. The partial payment schedule will be as follows:

- The first payment of Item 991.11 (60% of the Item 991.11 Lump Sum bid price) will be made upon complete installation of the water control system for stream restoration Area 1/2 to the satisfaction and approval of the Engineer.
- The first payment of 991.12 (60% of the Item 991.12 Lump Sum bid price) will be made upon complete installation of the water control system for stream restoration Area 3/4 to the satisfaction and approval of the Engineer.
- The final payments of Item 991.11 and 991.12 (40% of the respective Lump Sum bid prices) will be made upon the satisfactory removal of the water control systems after construction is complete.

All adjustments and repositioning of water control shall be considered as included under this item.

No separate payment will be made for the removal and disposal of the sediment material collected from the dewatering systems, but all costs in connection therewith shall be included in the Contract unit price bid.

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