



**Town of West Newbury
Select Board
Wednesday April 17, 2024 @ 7:00 pm**
381 Main Street, Town Office Building
www.wnewbury.org

REC'D W. NEWBURY CLERK
'24 APR 12 PM 4:22

AGENDA

Open Session: 7:00 pm by in-person attendance only, First Floor hearing room

Regular Business

A. Department Updates/Discussion

- a. Water Department - Request to close portions of Church Street for storage of materials and completion of the pipeline replacement project on Church and Prospect Streets
- b. Water Department - Discussion of contractor responsibilities/additional permissions that might be needed

**Proposed Bidding and Construction Schedule
Church Street and Prospect Street Water Main Replacement
West Newbury, Massachusetts**

<u>Date</u>	<u>Milestone</u>
11/22/2023	Submit advertisement to Central Register
11/22/2023	Submit advertisement to local newspaper
11/29/2023	Town to submit advertisement to COMMBUYS
11/29/2023	Bid Advertisement appears in Central Register and newspaper
11/30/2023	Plans and specifications available to prospective bidders
12/20/2023	Bid opening
01/18/2024	Contract Award/Notice to Proceed
04/15/2024	Start construction
09/13/2024	Complete water main installation
05/15/2025	Complete final paving

TOWN OF WEST NEWBURY, MASSACHUSETTS

CHURCH STREET AND PROSPECT STREET WATER MAIN REPLACEMENT

JULY 2022

BOARD OF WATER COMMISSIONERS

ROBERT JANES
LARRY CORCORAN
JOHN DUGGAN

WATER MANAGER/SUPERINTENDENT

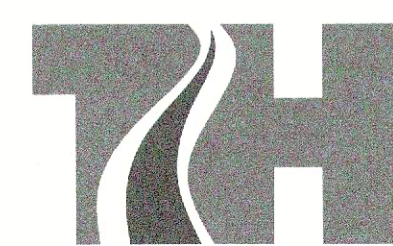
MICHAEL GOOTÉE



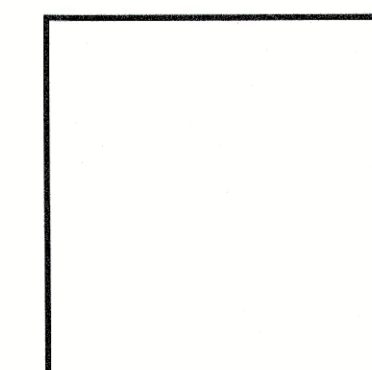
LOCATION PLAN
NO SCALE

SHEET INDEX

- C-1 - GENERAL NOTES, LEGEND, AND ABBREVIATIONS
- C-2 - MAIN STREET STA. 79+14 TO STA. 80+28 AND CHURCH STREET STA. 0+00 TO STA. 22+92
- C-3 - CHURCH STREET STA. 22+92 TO STA. 43+29 AND PROSPECT STREET STA. 28+06 TO STA. 29+99
- C-4 - MAIN STREET STA. 105+00 TO STA. 105+90 AND PROSPECT STREET STA. 0+00 TO STA. 23+90
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- C-6 - TYPICAL WATER MAIN DETAILS
- C-7 - TYPICAL WATER MAIN DETAILS AND TRAFFIC CONTROL PLAN



TATA & HOWARD



NOI
SUBMITTAL
NOT FOR
CONSTRUCTION

TATA & HOWARD, INC. • CONSULTING ENGINEERS • MARLBOROUGH, MA

GENERAL NOTES

- ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TOWN OF WEST NEWBURY AND MASSDOT. ALL EXCAVATION AND RESTORATION SHALL MEET TOWN AND MASSDOT SPECIFICATIONS.
- THE ENGINEER MAY DIRECT THE CONTRACTOR TO VARY THE PROPOSED WORK DURING CONSTRUCTION TO MEET EXISTING CONDITIONS.
- THE SITE IS LOCATED WITHIN A FLOOD ZONE.
- STATIONING ALONG THE LENGTH OF THE WATER MAIN IS INTENDED FOR GENERAL REFERENCE. WHERE PRECISE GROUND LOCATION IS REQUIRED, REFER TO ACTUAL FIELD MEASUREMENTS FOR ACTUAL DISTANCES FROM EXISTING GROUND FEATURES.
- AREAS WITHIN THE 100-FOOT BUFFER ZONE OF A BORDERING VEGETATED WETLAND ARE SUBJECT TO AN ORDER OF CONDITIONS ISSUED BY THE WEST NEWBURY CONSERVATION COMMISSION.
- THE CONTRACTOR SHALL ESTABLISH A STAGING AREA OUTSIDE OF THE 100-FOOT BUFFER ZONE, FOR THE OVERNIGHT STORAGE OF EQUIPMENT AND STOCKPILING OF MATERIALS. NO STORAGE OF GASOLINE, OIL OR OTHER FUEL OR HAZARDOUS MATERIALS IS PERMITTED WITHIN THE 100-FOOT BUFFER ZONE. STAGING AREA LOCATIONS SHALL BE COORDINATED WITH AND APPROVED BY THE OWNER.
- STOCKPILES SHALL BE LOCATED AS NEEDED, WITHIN THE LIMIT OF WORK, IN AREAS OF MINIMAL IMPACT.
- IF SEASON OR ADVERSE WEATHER CONDITIONS DO NOT ALLOW THE ESTABLISHMENT OF VEGETATION, TEMPORARY MULCHING WITH HAY, TACKIFIELD WOOD CHIPS OR OTHER METHODS SHALL BE PROVIDED.
- THE CONTRACTOR SHALL DEVELOP AND IMPLEMENT A STORMWATER POLLUTION PREVENTION PLAN IN ACCORDANCE WITH THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM.
- THE CONTRACTOR SHALL TAKE ALL NECESSARY MEASURES AND SHALL PROVIDE ALL NECESSARY CONTINUOUS BARRIERS OF SUFFICIENT TYPE, SIZE AND STRENGTH TO PREVENT ACCESS TO ALL OPEN EXCAVATIONS AT THE COMPLETION OF EACH WORK DAY.
- THE CONTRACTOR AT HIS EXPENSE SHALL BRACE UTILITY POLES IF REQUIRED, AND REPAIR ANY DAMAGE TO EXISTING SIDEWALKS, CURBS, PAVING, SHRUBS, TREES, STONE WALLS, LAWNS, ETC. ALL EXCAVATED MATERIALS SHALL BE RETURNED TO EQUAL OR BETTER THAN PRIOR CONDITION BY THE CONTRACTOR.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPLACEMENT OF PAVEMENT MARKINGS, TRAFFIC SIGN LOOPS, STRIPING, ARROWS, CROSSWALKS, ETC.
- ALL EXISTING ASPHALT PAVEMENT SHALL BE SAW-CUT PRIOR TO EXCAVATION IN ORDER TO PROVIDE UNIFORM ASPHALT REPLACEMENT. ALL WATER MAIN TRENCHES IN EXISTING PAVED ROADS SHALL BE RESURFACED WITH PAVEMENT IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
- TRENCH PAVEMENT SHALL BE INSTALLED AT A MINIMUM EVERY FRIDAY.
- THE CONTRACTOR IS REQUIRED TO SUBMIT COMPACTION REPORTS, AS SPECIFIED IN THE CONTRACT SPECIFICATIONS.
- ANY ERRORS, OMISSIONS, AND/OR CHANGES IN CONDITIONS AT THE SITE SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO PERFORMING THE RELATED WORK.
- LOCATION OF EXISTING DRAINAGE IS APPROXIMATE AND SHALL BE VERIFIED BY THE CONTRACTOR IN THE FIELD. ANY DAMAGE TO THE EXISTING DRAINAGE SYSTEM PIPE AND STRUCTURES WILL BE REPLACED IN KIND WITH NEW MATERIAL BY THE CONTRACTOR.
- ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TOWN OF WEST NEWBURY.
- AS APPROPRIATE, CONTRACTOR TO TAKE ALL NECESSARY MEASURES, INCLUDING HAND DIGGING, TO MAINTAIN THE INTEGRITY OF THE EXISTING DRAINAGE PIPES.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DISPOSAL OF ALL WASTE MATERIAL AT AN APPROVED LOCATION. BURIAL OR BURNING OF WASTE MATERIAL ON SITE IS PROHIBITED.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FOR CONSTRUCTION, AS INDICATED IN THE SPECIFICATIONS.
- BASE PLANS WERE PREPARED USING MASSGIS DATALAYERS AND DATALAYERS PROVIDED BY THE MERRIMACK VALLEY PLANNING COMMISSION, GPS SURVEYING AND FIELD VERIFICATION PERFORMED BY TATA & HOWARD, INC. IN DECEMBER 2021.
- DELINEATION OF BORDERING VEGETATED WETLANDS, AND EDGE OF BANK MEAN ANNUAL HIGH WATER WERE DETERMINED BY ECOTEC, INC. (102 GROVE STREET, WORCESTER, MA 01605-2629) IN DECEMBER 2021.
- THE LOCATION OF THE EXISTING UTILITIES AS SHOWN ON THE PLANS ARE APPROXIMATE AND ARE INTENDED ONLY TO ADVISE THE CONTRACTOR OF THEIR PRESENCE. CALL "DIG SAFE" (1-888-344-7233) FOR FIELD LOCATIONS OF ALL EXISTING UTILITIES.
- THE WORK IN MAIN STREET AND WITHIN THE STATE HIGHWAY LAYOUT (SHLO) ON CHURCH STREET AND PROSPECT STREET SHALL MEET THE REQUIREMENTS OF THE MASSDOT AND SHALL BE SUBJECT TO THE CONDITIONS OF THE MASSDOT PERMIT INCLUDED IN THE SPECIFICATIONS, APPENDIX A. THE CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH THE CONDITIONS IN THE MASSDOT PERMIT AND FOR OBTAINING ANY ADDITIONAL PERMITS REQUIRED BY THE MASSDOT FOR CONSTRUCTING THE WATER MAIN.
- THE CONTRACTOR SHALL FOLLOW THE MASSDOT REQUIRED TRAFFIC MANAGEMENT PLAN AS IDENTIFIED IN THE CONTRACT DOCUMENTS.

WATER MAIN NOTES

- THE CONTRACTOR SHALL MAKE EVERY EFFORT NOT TO DISTURB THE EXISTING WATER SYSTEM. NO ADDITIONAL PAYMENT SHALL BE MADE FOR DAMAGE CREATED FOR THE CONVENIENCE OF THE CONTRACTOR.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR CLEARING & GRUBBING TREES WHERE THEY CONFLICT WITH THE PROPOSED WATER MAIN INSTALLATION.
- ALL CLEARING AND GRUBBING SHALL BE REVIEWED WITH THE OWNER AND ENGINEER PRIOR TO EXECUTION. ALL MATERIAL GENERATED FROM GRUBBING SHALL BE REMOVED AND LEGALLY DISPOSED OFFSITE.
- ALL WATER MAINS ARE TO BE LAID WITH A MINIMUM OF 5'-0" COVER.
- ALL BENDS, TEE, CAPS AND HYDRANTS SHALL BE BACKED WITH CONCRETE THRUST BLOCKS AS INDICATED ON THE CONTRACT DRAWINGS. ALL BENDS, TEE, CAPS, VALVES AND MISCELLANEOUS FITTINGS SHALL BE RESTRAINED AS SPECIFIED.
- CONTRACTOR SHALL USE A WATER TIGHT PLUG DURING THE WATER MAIN INSTALLATION. PLUG SHALL REMAIN IN PLACE AT ALL TIMES.
- THE CONTRACTOR SHALL NOT CONNECT TO THE EXISTING WATER MAIN UNTIL IT HAS BEEN PRESSURE TESTED AND CHLORINATED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
- THE CONTRACTOR SHALL PROVIDE ADDITIONAL TAPS IF REQUIRED FOR CHLORINATING AND HYDROSTATIC TESTING AT HIS EXPENSE. TAPS SHALL BE REMOVED AND THE WATER MAIN PLUGGED AFTER TESTING IS COMPLETE.
- SERVICE CONNECTIONS INSTALLED UNDER EXISTING PAVEMENT ARE TO BE INSTALLED USING AN APPROVED TRENCHLESS METHOD WERE FEASIBLE UNLESS OTHERWISE NOTED ON THE PLANS.
- UNLESS OTHERWISE NOTED ALL WATER SERVICES ARE 1" AND SHALL EACH CONSIST OF A CORPORATION, COPPER TUBING, CURB STOP AND SERVICE BOX. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE SIZE OF THE EXISTING WATER SERVICES AND INSTALL ANY NECESSARY TRANSITION FITTINGS.
- EXACT LOCATION OF SOME WATER SERVICES ARE UNKNOWN, OWNER WILL LOCATE AND MARKOUT IN FIELD DURING CONSTRUCTION.
- UNLESS OTHERWISE NOTED OR APPROVED BY THE ENGINEER, THE NEW WATER MAIN (INCLUDING HYDRANT LATERAL) SHALL PASS UNDER EXISTING UTILITIES, DRAIN LINES, EXISTING WATER MAINS, CULVERTS AND HYDRANT LATERALS.
- UNLESS OTHERWISE NOTED OR APPROVED BY THE OWNER, THE CONTRACTOR SHALL MAINTAIN A MINIMUM CLEARANCE BETWEEN THE NEW WATER MAIN AND OTHER EXISTING UTILITIES OF EIGHTEEN (18) INCHES.
- WHERE NEW WATER MAIN RUN PARALLEL TO EXISTING WATER MAINS THE EXISTING MAINS AN HYDRANTS SHALL REMAIN IN SERVICE UNTIL ALL SERVICES HAVE BEEN TRANSFERRED TO THE NEW WATER MAIN.
- ALL EXISTING WATER SERVICES ARE TO BE ABANDONED. NEW SERVICES ARE TO BE INSTALLED AS SPECIFIED AND IN ACCORDANCE WITH CONTRACT DRAWINGS.
- HOUSE SERVICE CONNECTIONS SHALL BE COMPLETED AFTER THE NEW WATER MAIN HAS BEEN PRESSURE TESTED, CHLORINATED AND APPROVED.
- ALL VALVES ON ABANDONED WATER MAINS SHALL BE CLOSED, THE TOP SECTION OF THE GATE BOX REMOVED, AND THE REMAINING PORTION OF THE GATE BOX FILLED WITH SAND AND TOPPED AS SPECIFIED.
- REMOVE ALL EXISTING HYDRANTS AND CAP BRANCH WHEN NEW WATER MAINS ARE IN SERVICE.
- NEW HYDRANTS SHALL BE BAGGED UNTIL THE NEW WATER MAIN IS PUT INTO SERVICE.
- EXISTING HYDRANTS SHALL BE BAGGED ONCE EXISTING MAINS AND HYDRANTS HAVE BEEN TAKEN OUT OF SERVICE.
- THE CONTRACTOR SHALL NOT OPERATE EXISTING HYDRANTS AND GATE VALVES. CONTRACTOR SHALL COORDINATE WITH THE WATER DEPARTMENT FOR OPENING AND CLOSING GATE VALVES AND HYDRANTS.
- ALL VALVES SHALL BE RESTRAINED. SEE DETAILS.

EROSION & SEDIMENT CONTROL NOTES

- THE CONTRACTOR SHALL PROVIDE, INSTALL AND MAINTAIN STRAW WATTLES AND OTHER EROSION CONTROL DEVICES REQUIRED TO ENSURE APPROPRIATE EROSION CONTROL MEASURE ARE TAKEN AS REQUIRED BY THE CONTRACT DOCUMENTS AND THE WEST NEWBURY CONSERVATION COMMISSION.
- THE CONTRACTOR IS RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF ALL EROSION CONTROL DEVICES ON-SITE INCLUDING STRAW WATTLES, SILT SACKS AND OTHER EROSION CONTROLS INSTALLED UNDER THIS CONTRACT REGARDLESS OF WHETHER THE MEASURES ARE SPECIFIED IN THE ORDER OF CONDITIONS. ALL EROSION CONTROL DEVICES SHALL BE REGULARLY INSPECTED. ANY SEDIMENTS REMOVED FROM THE CONTROL DEVICES SHALL BE DISPOSED OF ON THE UPLAND SIDE OF THE EROSION CONTROL LINE.
- IN THE STAGING AREA, THE CONTRACTOR SHALL HAVE A STOCKPILE OF MATERIALS REQUIRED TO CONTROL EROSION ON-SITE TO BE USED TO SUPPLEMENT OR REPAIR EROSION CONTROL DEVICES. THESE MATERIALS SHALL INCLUDE, BUT ARE NOT LIMITED TO, STRAW WATTLES, SILT SACKS, SILT FENCE AND CRUSHED STONE.
- IF A STOCKPILE IS LOCATED ON A SLOPE, THE RUNOFF SHALL BE DIRECTED AWAY FROM THE PILE. STOCKPILES SHALL BE CONTAINED WITHIN STRAW DIKES.
- AT NO TIME SHALL SILT-LADEN WATER BE ALLOWED TO ENTER SENSITIVE AREAS (WETLANDS, OFF-SITE AREA AND DRAINAGE SYSTEMS). ANY RUNOFF FROM DISTURBED SURFACES SHALL BE DIRECTED THROUGH SETTLING BASINS AND EROSION CONTROL BARRIERS PRIOR TO ENTERING ANY SENSITIVE AREAS.
- NO MATERIALS SHALL BE DISPOSED OF INTO ANY WETLANDS OR EXISTING OR PROPOSED DRAINAGE SYSTEMS.
- ANY REFUELING OF CONSTRUCTION VEHICLES AND EQUIPMENT SHALL TAKE PLACE OUTSIDE OF ANY 100-FOOT BUFFER ZONE TO ANY WETLANDS.
- IF INTENSE RAINFALL IS ANTICIPATED, THE INSTALLATION OF SUPPLEMENTAL STRAW DIKES, SILT FENCES, OR ARMORED DIKES SHALL BE UTILIZED. ADDITIONAL TEMPORARY SETTLING BASINS ARE REQUIRED TO BE LOCATED WITHIN THE DISTRIBUTED AREA, TO MINIMIZE THE TRIBUTARY AREAS.

GEOTECHNICAL NOTES

- BORINGS WERE DRILLED FOR PURPOSES OF DESIGN AND INDICATE SUBSURFACE CONDITIONS AT BORING LOCATION ONLY. SUBSURFACE CONDITIONS MAY VARY FROM THOSE SHOWN IN THE LOG.
- BORING LOCATIONS ARE SHOWN ON THE PLANS AND BORING LOGS ARE LOCATED IN THE GEOTECHNICAL DATA REPORT FOUND IN APPENDIX X OF THESE SPECIFICATIONS.
- FOR EARTH EXCAVATION, BACKFILL, FILL AND GRADING, SEE SPECIFICATION 02222.
- FOR DEWATERING SEE SPECIFICATION 02140.
- FOR TEMPORARY EXCAVATION SUPPORT SYSTEM SEE SPECIFICATION 02160.

LEGEND

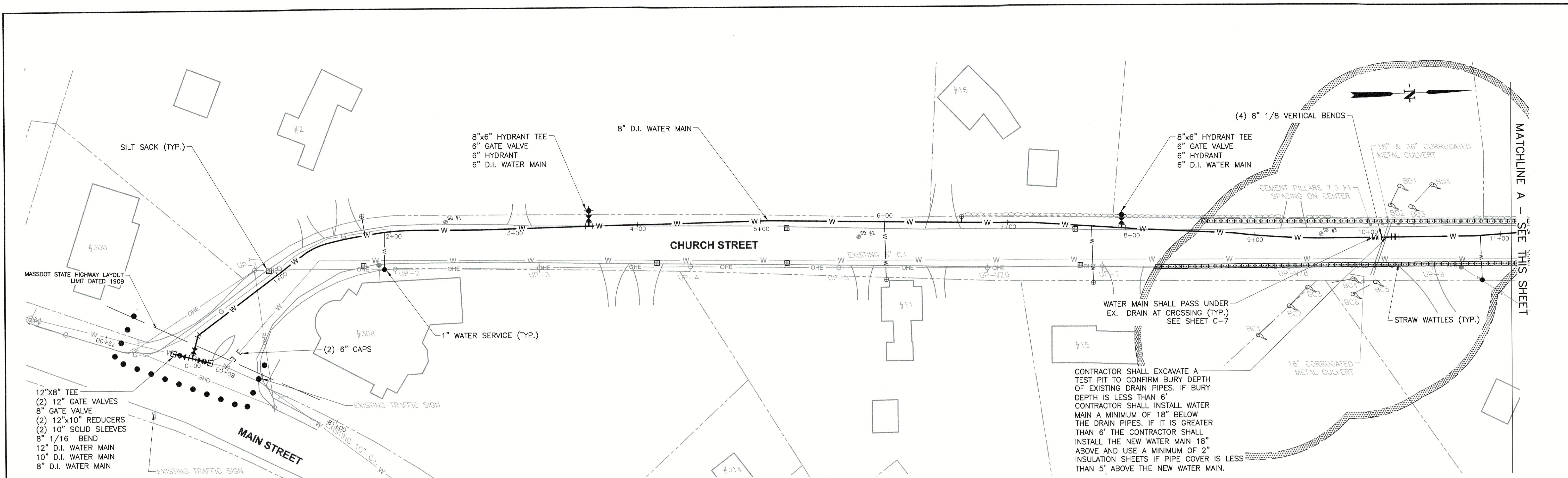
EXISTING	DESCRIPTION	PROPOSED
— W —	WATER MAIN	— W —
— W —	WATER SERVICE	— W —
⊗	GATE VALVE	⊗
—	REDUCER	—
—	SOLID SLEEVE	—
—	TRANSITION COUPLING	—
—	PIPE FITTINGS	—
—	CAP	—
—	THRUST BLOCK	—
—	FIRE HYDRANT	—
—	CURB STOP	—
—	CURB STOP WHERE EX. LOCATION UNKNOWN	—
—	CATCH BASIN/ SILT SACK	—
—	DRAIN LINE	—
—	UTILITY POLE	—
—	GUY WIRE	—
—	GAS LINE	—
—	GAS VALVE	—
—	ELEC. OH. WIRE	—
—	PROPERTY LINE	—
—	WETLANDS	—
—	WETLAND FLAG	—
—	100' WETLAND BUFFER LIMITS OF CONSTRUCTION ENVIRONMENTAL CONTROLS	—
—	BORING	—
—	STATIONING	—
—	STONE WALL	—
—	EDGE OF WATER	—
—	RIVERFRONT AREA	—
—	BOLLARD	—
—	SIGN POST	—
—	BUILDING	—
—	ASPHALT ROAD	—
—	GUARD RAIL	—
—	MAILBOX	—
—	MASSDOT LAYOUT LIMIT	—

ABBREVIATIONS

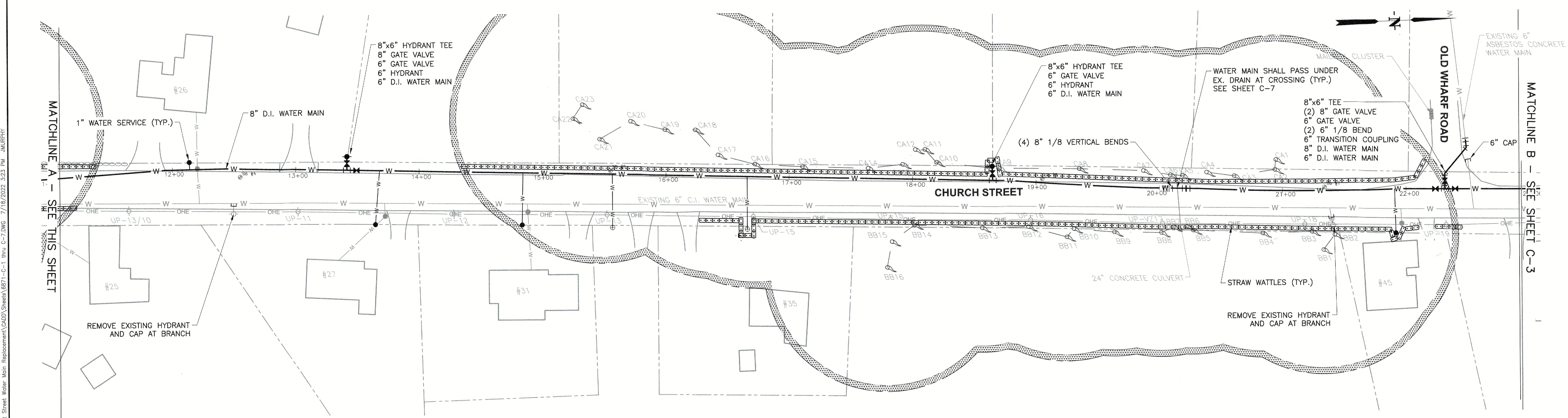
APPROX.	APPROXIMATE
CB	CATCH BASIN
CI	CAST IRON
CONC.	CONCRETE
CY	CUBIC YARD
D.I.	DUCTILE IRON
EX.	EXISTING
FT	FEET
HDPE	HIGH DENSITY POLYETHYLENE
IN	INCH
INV.	INVERT
MIN	MINIMUM
MJ	MECHANICAL JOINT
O.C.	OFF CENTER
PSI	POUNDS PER SQUARE INCH
S.F.	SQUARE FEET
SQ.	SQUARE
TYP.	TYPICAL
UP	UTILITY POLE

TOWN OF WEST NEWBURY MASSACHUSETTS
 CHURCH STREET & PROSPECT STREET WATER MAIN REPLACEMENT
 GENERAL NOTES, LEGEND, AND ABBREVIATIONS
 NOT SUBMITTAL FOR CONSTRUCTION
 TATA & HOWARD
 T&H NO.: 6871
 DATE: JULY 2022
 SCALE: AS NOTED
 C-1

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**MAIN STREET STA. 79+14 TO 80+28 AND
CHURCH STREET STA. 0+00 TO 11+09**
SCALE: 1" = 40'



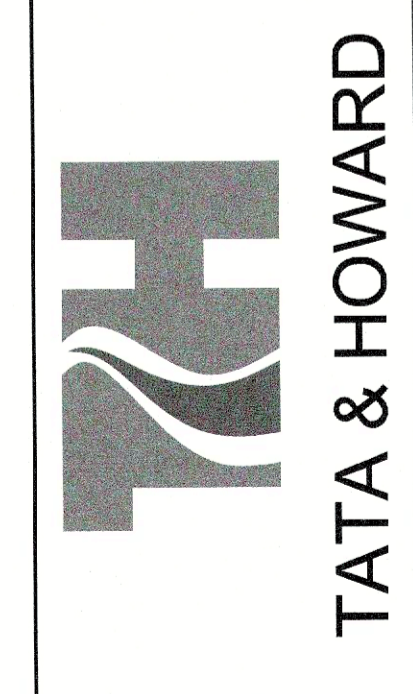
CHURCH STREET STA. 11+09 TO 22+92
SCALE: 1" = 40'

TOWN OF WEST NEWBURY
MASSACHUSETTS
CHURCH STREET & PROSPECT STREET
WATER MAIN REPLACEMENT

MAIN ST STA. 79+14 TO 80+28 AND
CHURCH ST STA. 0+00 TO 22+92

Rev.	Date	Description

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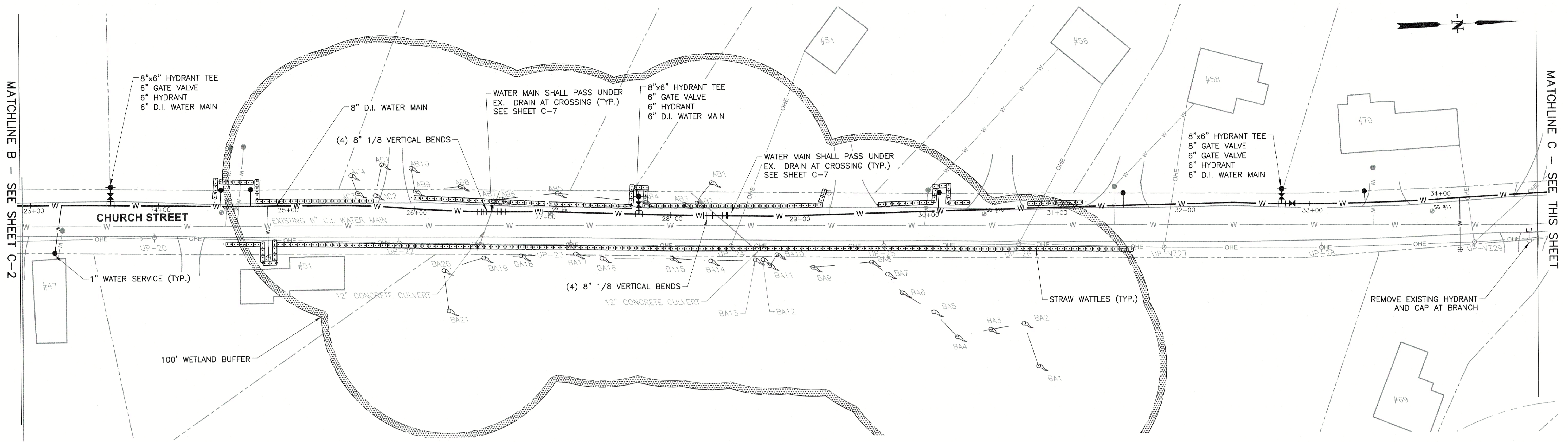


T&H NO.: 6871
DATE: JULY 2022
SCALE: AS NOTED

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MATCHLINE B - SEE SHEET C-2

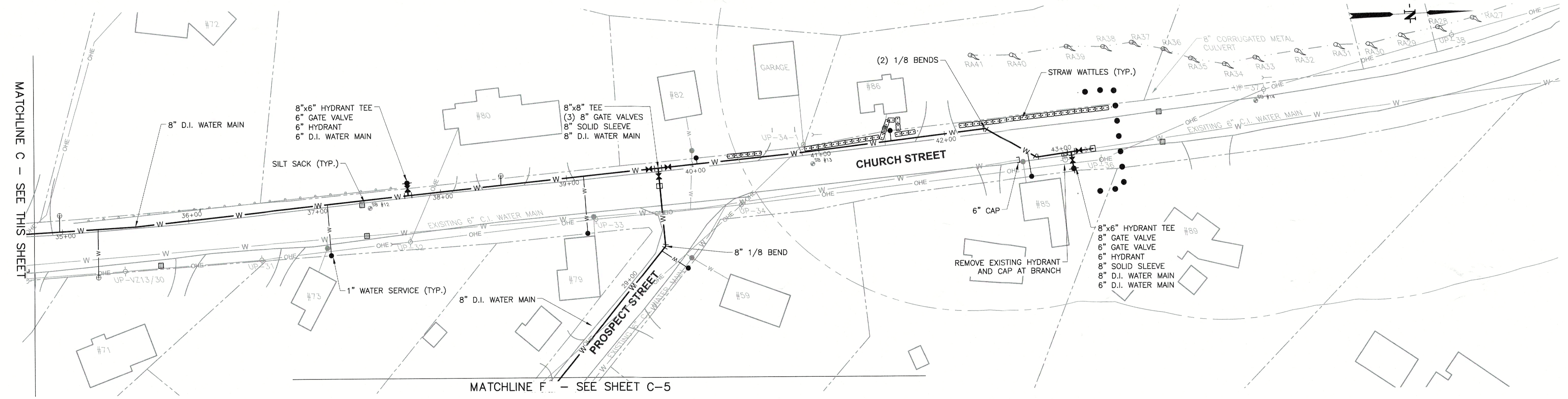
MATCHLINE C - SEE THIS SHEET



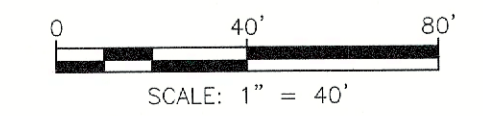
CHURCH STREET STA. 22+92 TO 34+78
SCALE: 1" = 40'

MATCHLINE C - SEE THIS SHEET

MATCHLINE F - SEE SHEET C-5



**CHURCH STREET STA. 34+78 TO 43+29
AND PROSPECT STREET STA. 28+06 TO 29+99**
SCALE: 1" = 40'

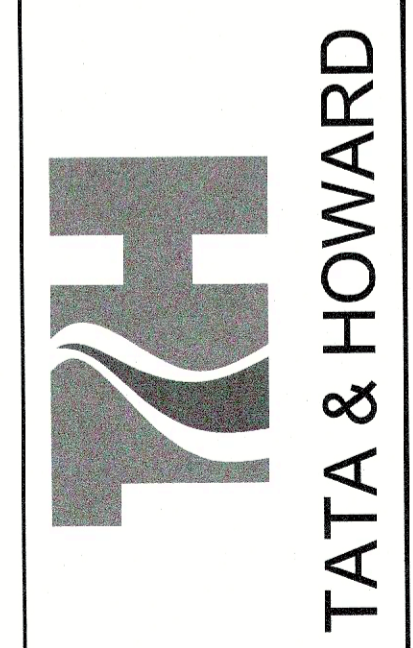


TOWN OF WEST NEWBURY
MASSACHUSETTS
CHURCH STREET & PROSPECT STREET
WATER MAIN REPLACEMENT

CHURCH ST STA. 22+92 TO 43+29 AND
PROSPECT STREET STA. 28+06 TO 29+99

Rev.	Date	Description

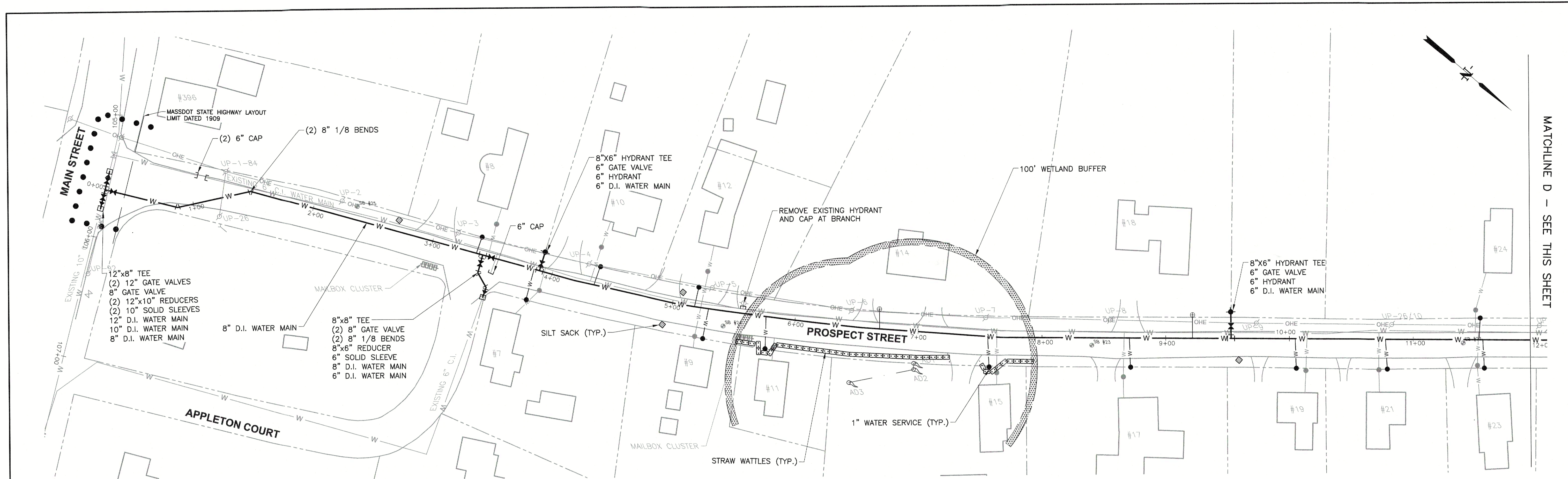
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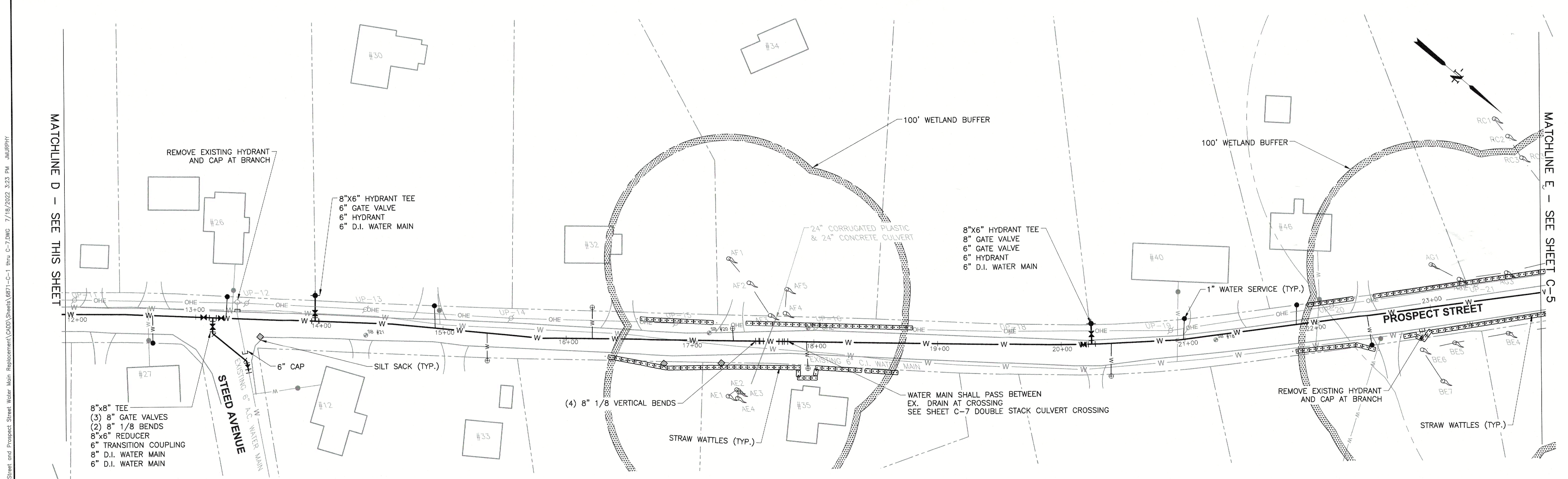
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DATE: JULY 2022
SCALE: AS NOTED

C-3

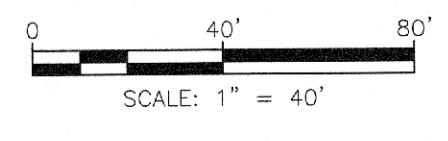
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**MAIN STREET STA. 105+00 TO 105+90
AND PROSPECT STREET STA. 0+00 TO 11+95**
SCALE: 1" = 40'



PROSPECT STREET STA. 11+95 TO 23+90
SCALE: 1" = 40'



MATCHLINE D - SEE THIS SHEET

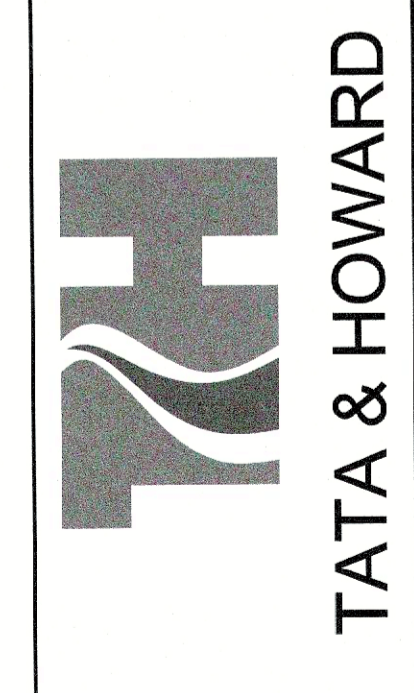
MATCHLINE E - SEE SHEET C-5

TOWN OF WEST NEWBURY
MASSACHUSETTS
CHURCH STREET & PROSPECT STREET
WATER MAIN REPLACEMENT

MAIN ST STA. 105+00 TO 105+90
PROSPECT STREET STA. 0+00 TO 23+90

Rev.	Date	Description

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CONSTRUCTION**

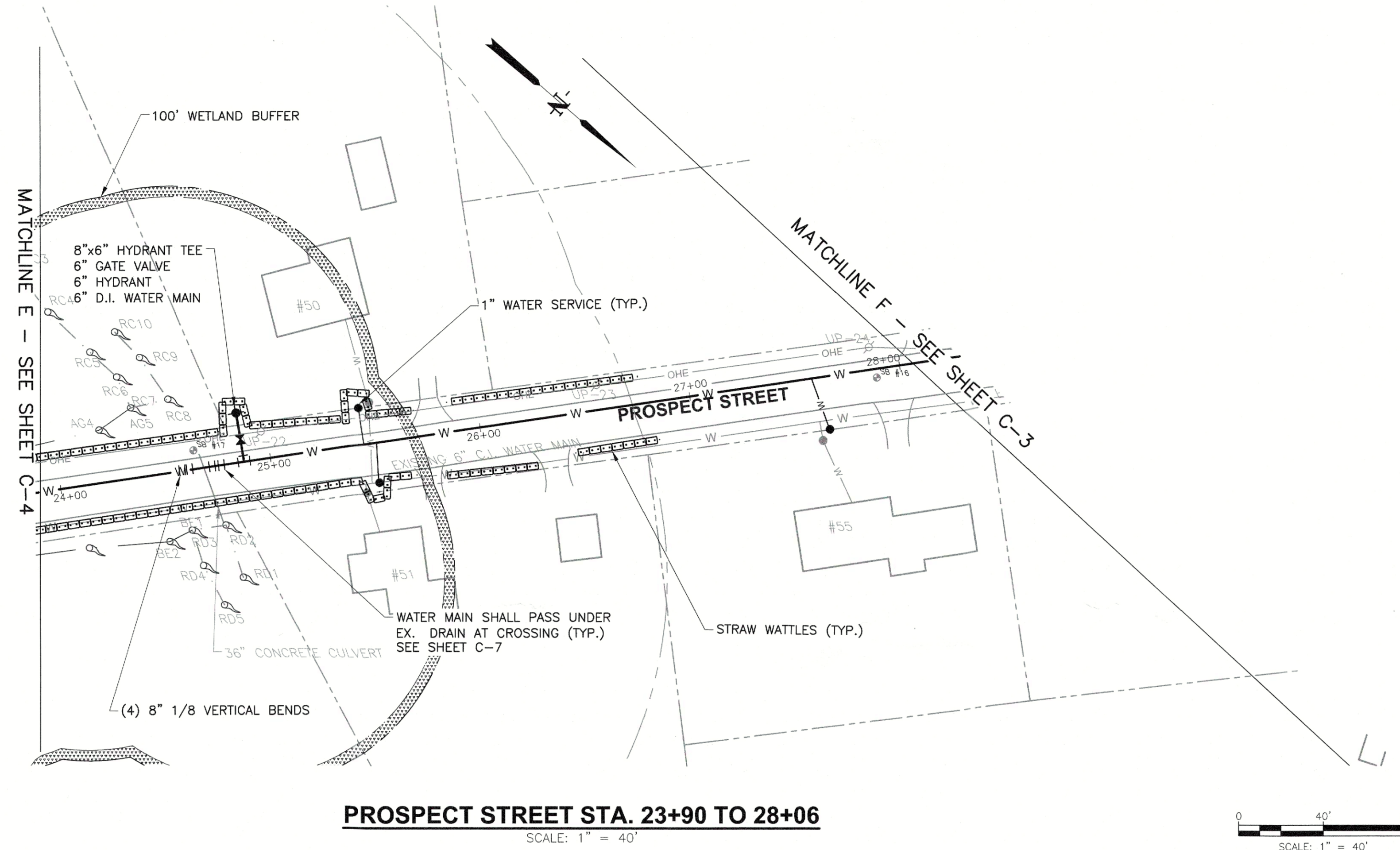


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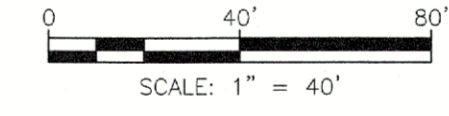
C-4

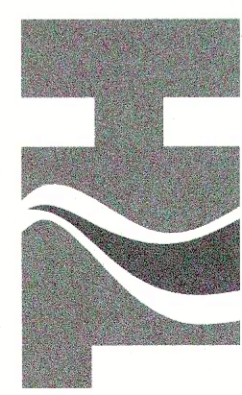
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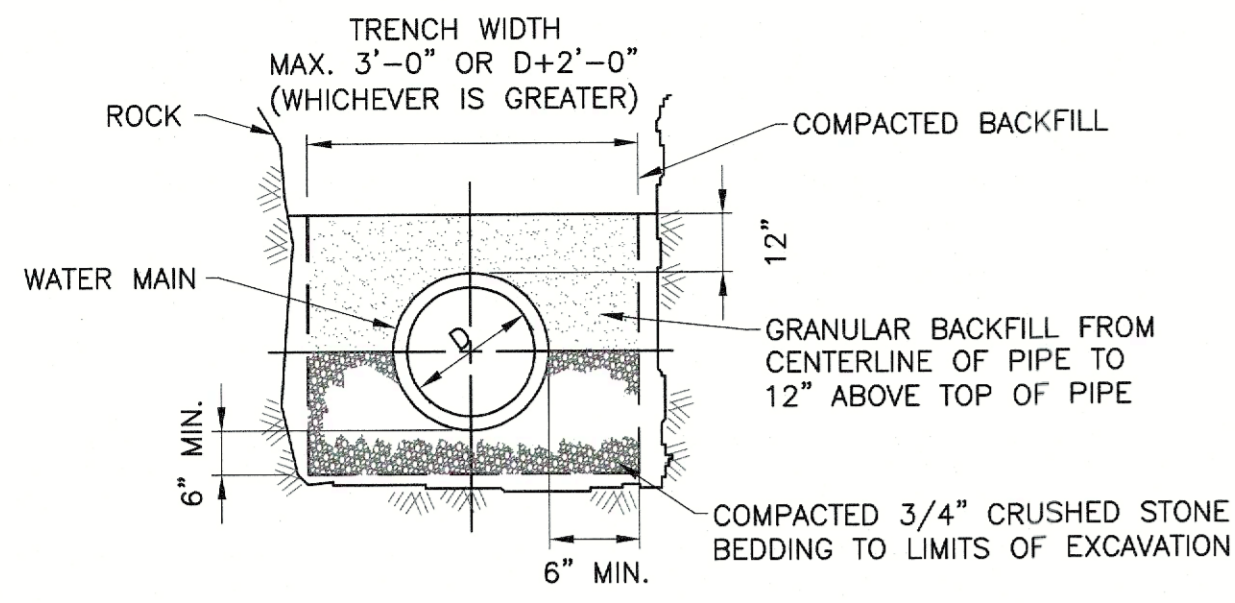
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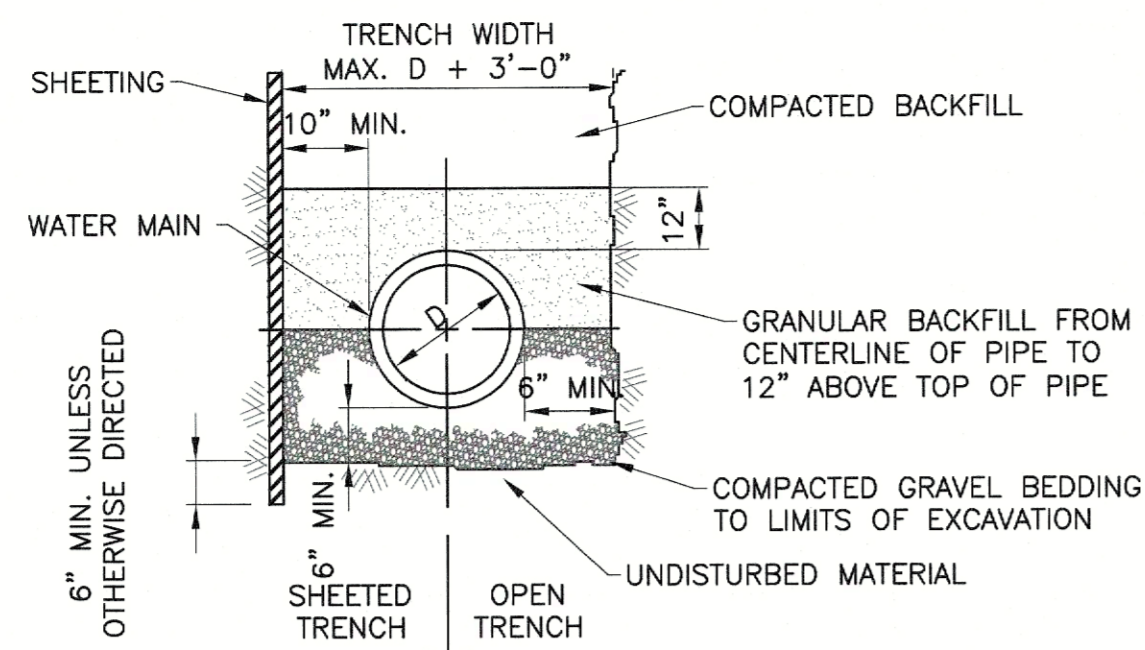
PROSPECT STREET STA. 23+90 TO 28+06
SCALE: 1" = 40'



 TATA & HOWARD	NOI SUBMITTAL NOT FOR CONSTRUCTION	Rev. Date Description	TOWN OF WEST NEWBURY MASSACHUSETTS	PROSPECT ST STA. 23+90 TO 28+06 CHURCH STREET & PROSPECT STREET WATER MAIN REPLACEMENT	Approved By: SHD Checked By: PBH Designed By: MTC & JRM Drawn By: JRM
T&H NO.: 6871 DATE: JULY 2022 SCALE: AS NOTED					
C-5					



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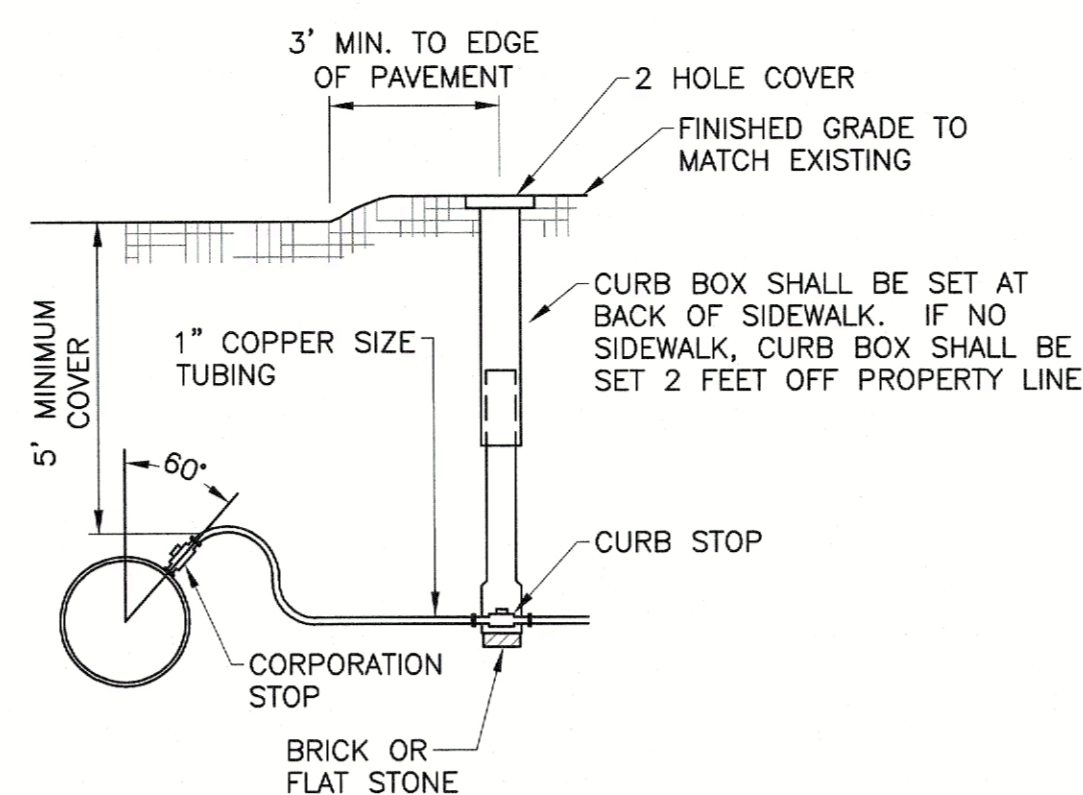
EARTH

NOTES:

1. CONTRACTOR SHALL MAINTAIN A MINIMUM COVER OF 5'-0" FROM THE TOP OF PIPE.

TYPICAL WATER MAIN TRENCH SECTIONS

SCALE: NONE

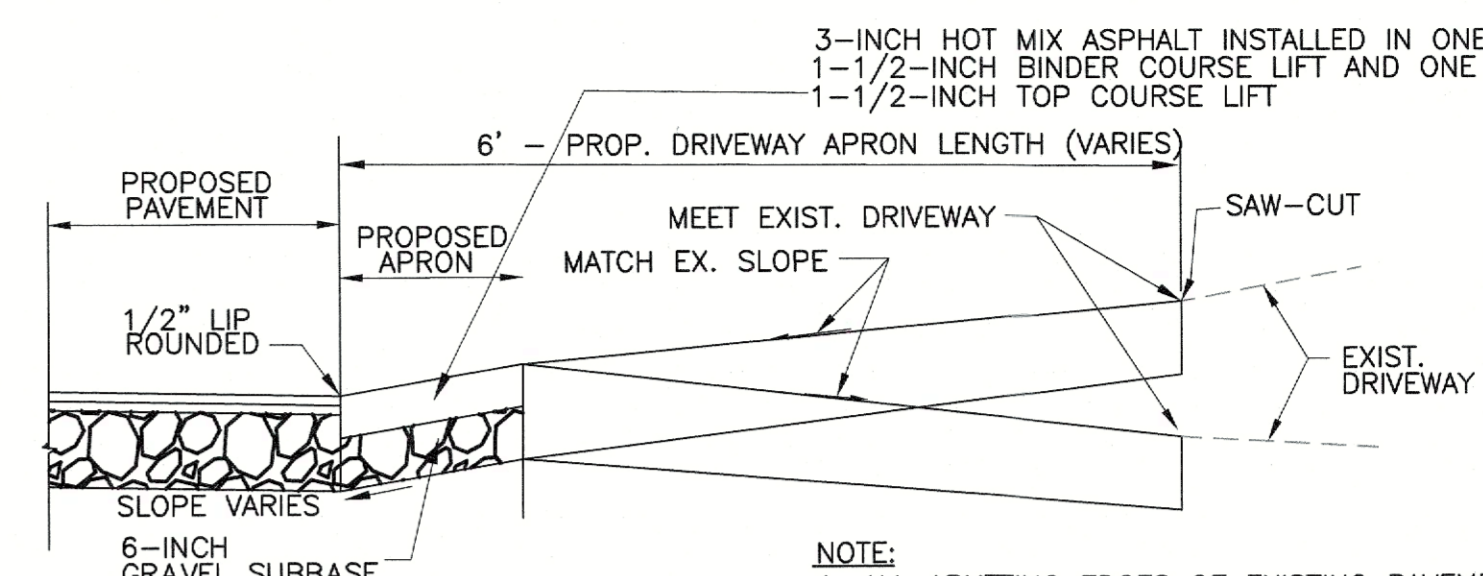


NOTES:

1. SERVICES 1-INCH AND GREATER IN D.I. MAINS WITH A DIAMETER OF 12-INCHES OR GREATER SHALL BE DIRECT TAP.

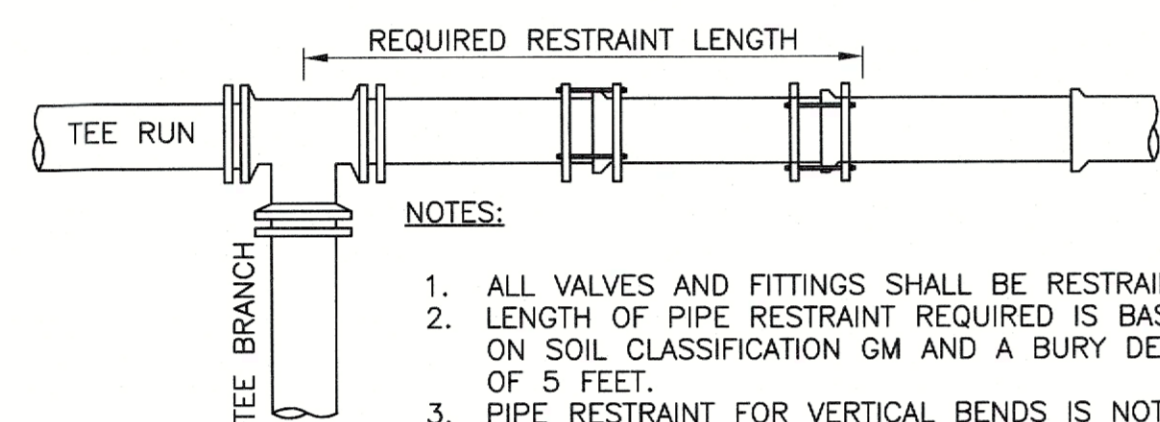
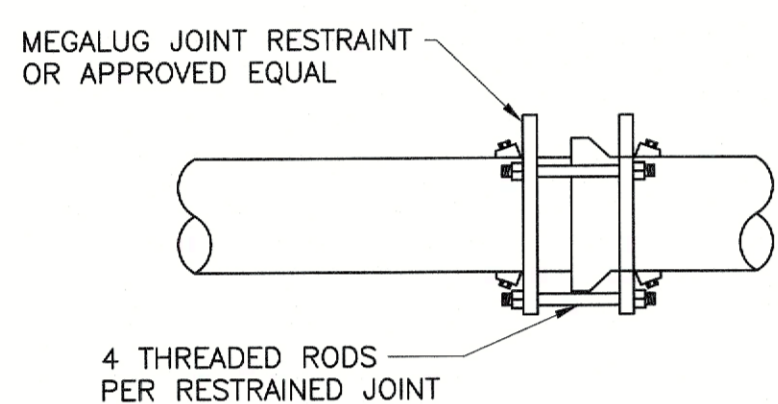
SERVICE CONNECTION (COPPER)

SCALE: NONE



ASPHALTIC CONCRETE DRIVEWAY APRON

SCALE: NONE



NOTES:

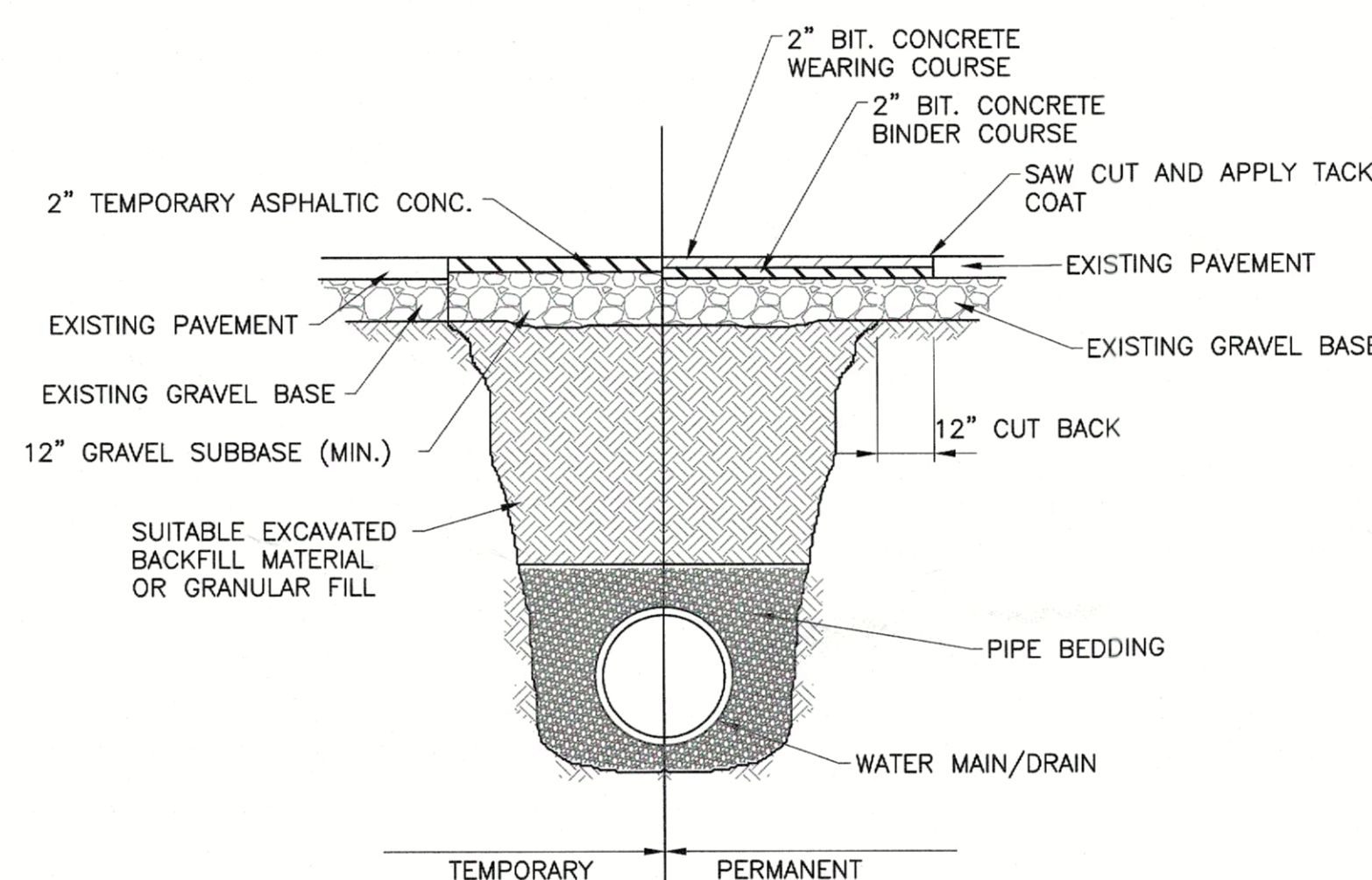
1. ALL VALVES AND FITTINGS SHALL BE RESTRAINED.
2. LENGTH OF PIPE RESTRAINT REQUIRED IS BASED ON SOIL CLASSIFICATION GM AND A BURY DEPTH OF 5 FEET.
3. PIPE RESTRAINT FOR VERTICAL BENDS IS NOT COVERED BY THIS DETAIL.
4. ALL JOINTS THAT FALL WITHIN THE REQUIRED RESTRAINT LENGTH SHALL BE MECHANICALLY RESTRAINED.

PIPE SIZE (IN)	MINIMUM LENGTH OF PIPE TO BE RESTRAINED (IN FEET)								
	1/4 BEND (90°)	1/8 BEND (45°)	1/16 BEND (22°)	PLUG/CAP	TEE* (2')	TEE* (5')	TEE* (10')	TEE* (15')	TEE* (20')
6"	12	5	3	21	18	10	1	1	1
8"	16	7	4	28	24	16	4	1	1
12"	22	10	5	40	37	28	16	4	1
16"	29	12	6	51	48	39	27	15	3
20"	37	16	8	87	78	66	45	25	4
24"	43	18	9	102	93	81	60	39	18
36"	59	25	12	144	136	123	101	79	58

*The values in parenthesis (X) indicate the required restraint length for each side of the Tee Run. The values in the column are the required restraint length for the Tee Branch.

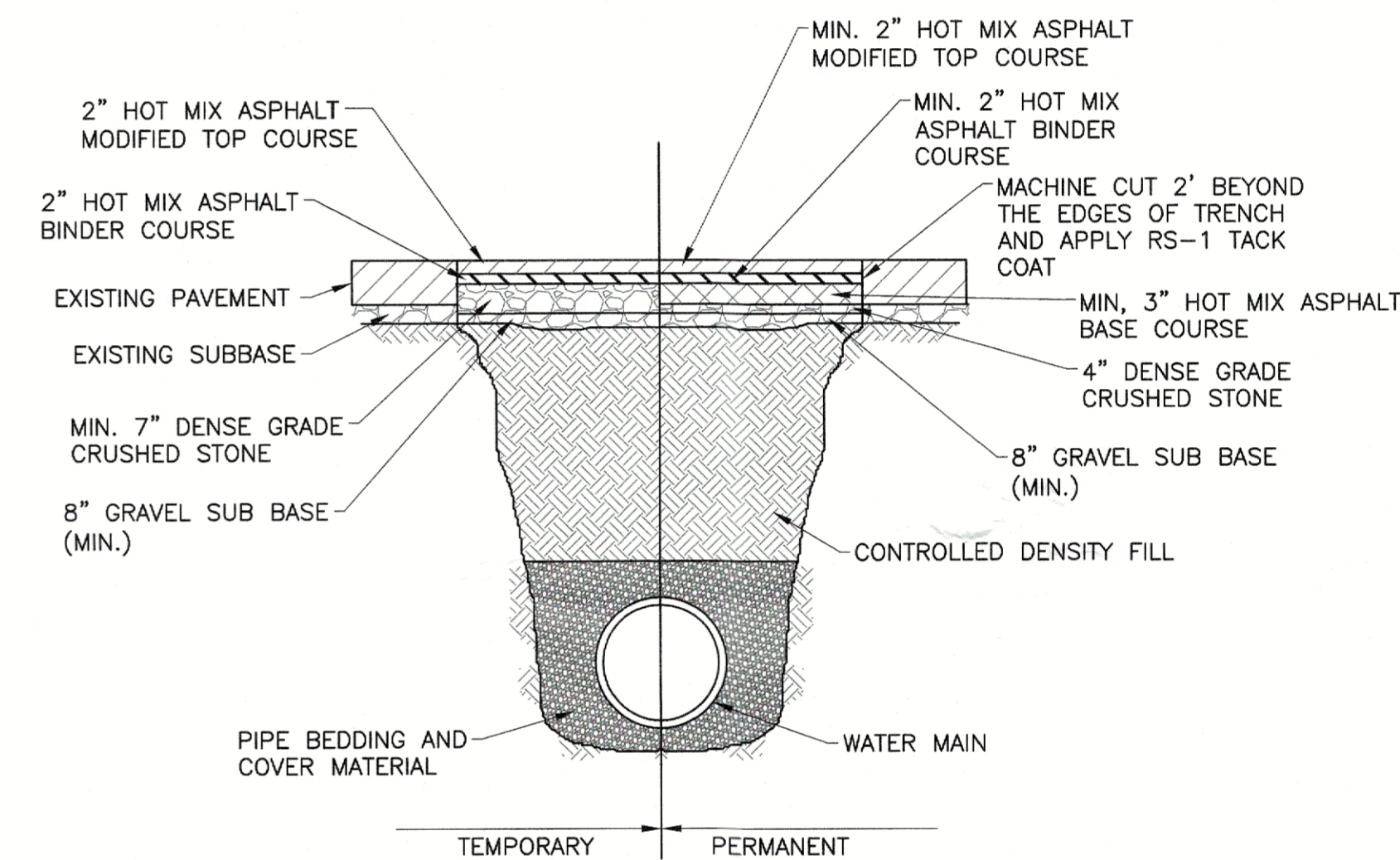
MECHANICAL JOINT RESTRAINT

SCALE: NONE



TRENCH PAVEMENT

SCALE: NONE

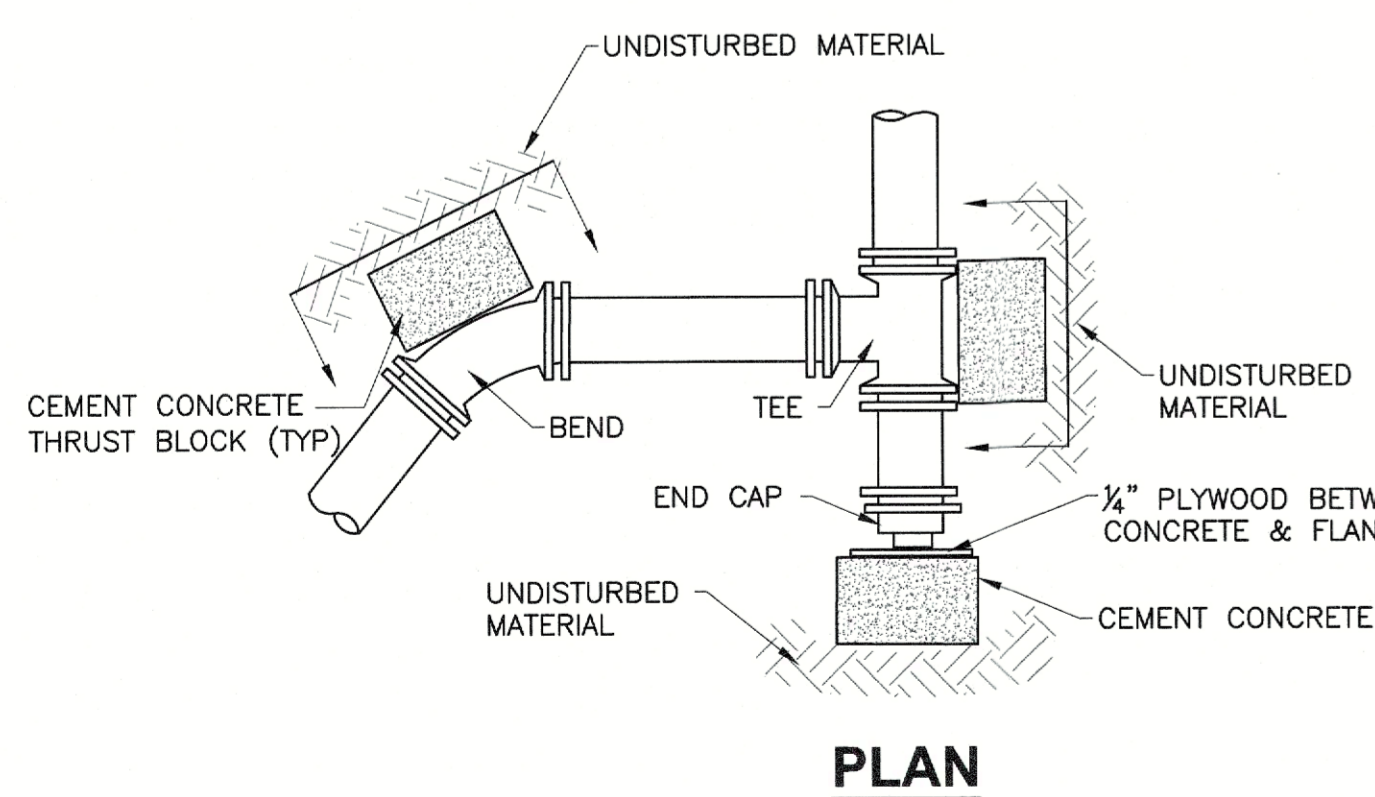


MASSDOT TRENCH PAVEMENT

NOTES:

1. TRENCH PAVEMENT MUST INCLUDE A MINIMUM OF 7" OF HOT MIX ASPHALT AS NOTED ABOVE OR MATCH THE THICKNESS OF ROADWAY, WHICHEVER IS GREATER.

SCALE: NONE



PLAN

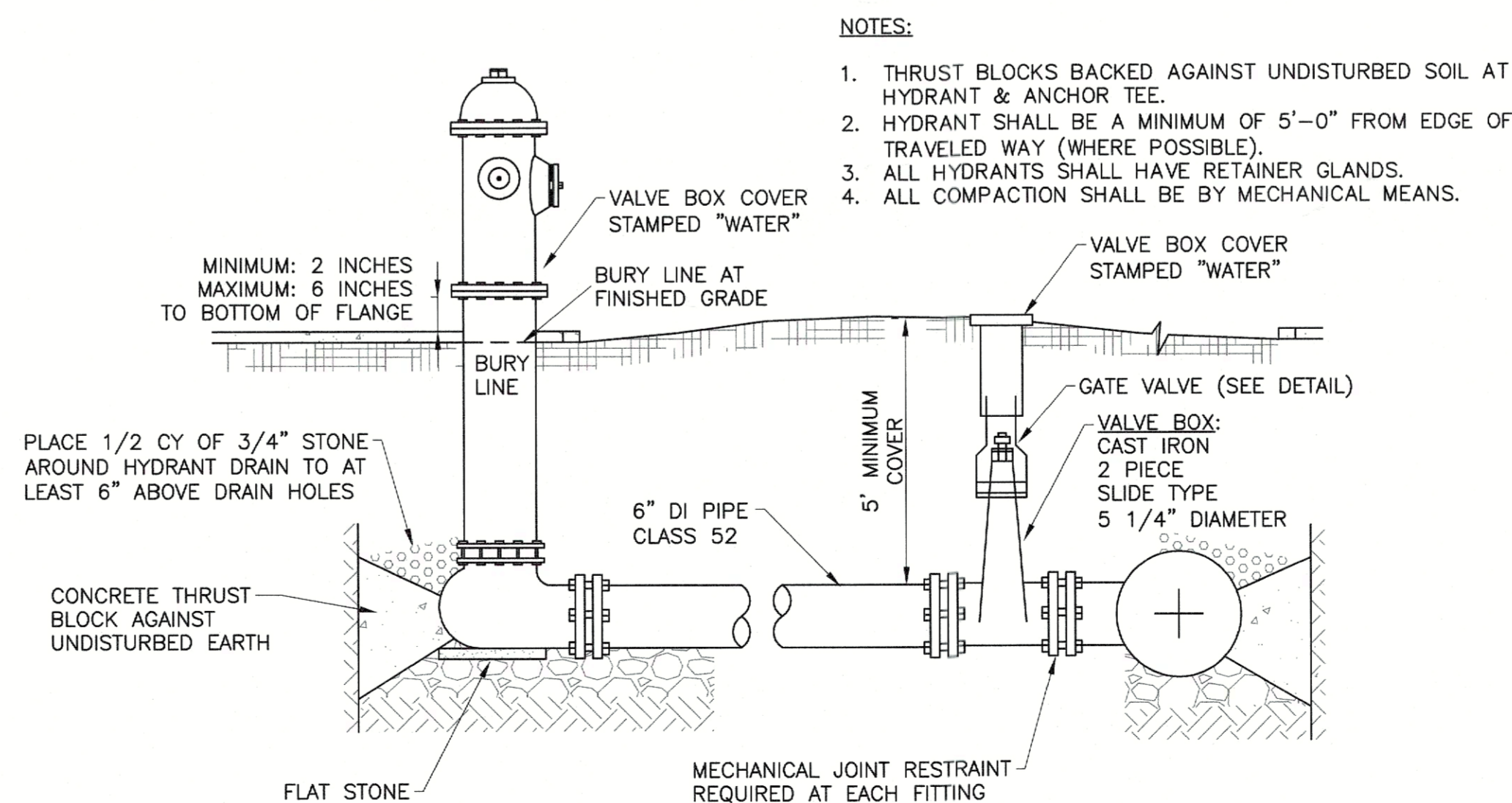
CONCRETE BACKING

SCALE: NONE

PIPE SIZE (IN)	MINIMUM BEARING FACE AREA (SQ. FT.)			
	1/4 BEND (90°)	1/8 BEND (45°)	1/16 BEND (22°)	PLUG/TEE
6"	6.0	3.0	2.5	4.5
8"	9.0	5.0	2.5	6.5
12"	13.3	6.7	3.7	9.6
16"	24.0	11.8	3.7	17.0
20"	26.2	14.2	7.2	18.5
24"	35.0	16.0	10.0	25.0
36"	85.0	46.0	23.4	60.7

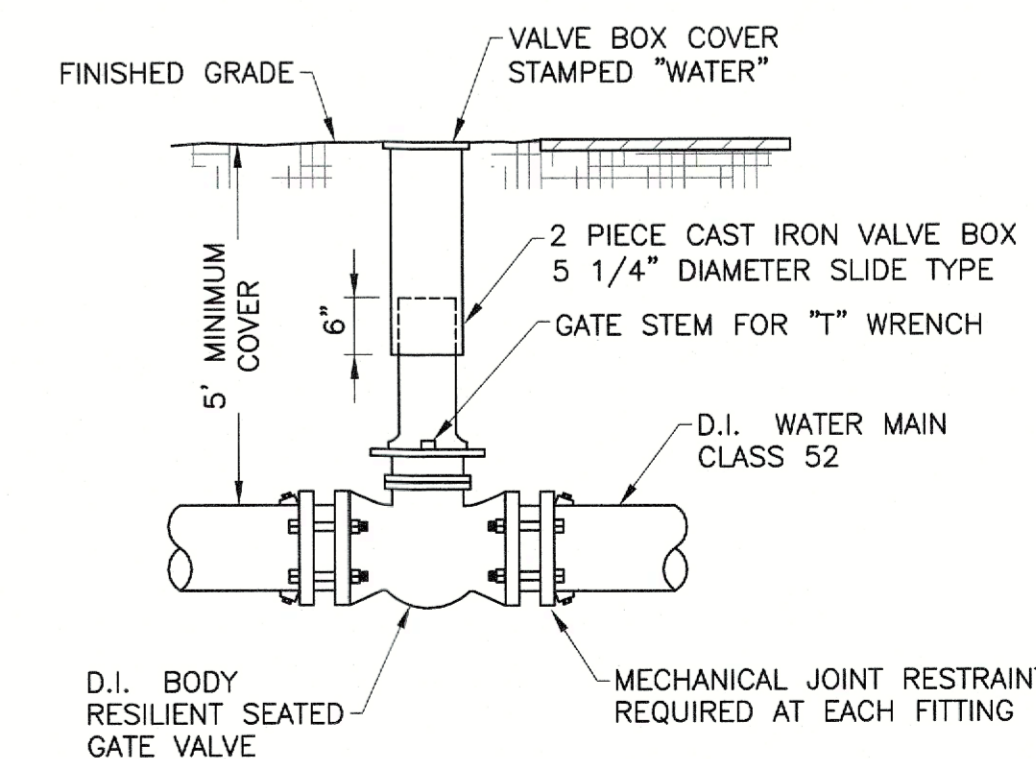
NOTES:

1. CONCRETE SHALL BE 3,000 PSI MINIMUM AT 28 DAYS.
2. THRUST BLOCKS SHALL BE PLACED AGAINST UNDISTURBED MATERIAL WHENEVER POSSIBLE.
3. ALL FITTINGS SHALL BE SUPPORTED IN CONCRETE.
4. FOR FIRE HYDRANT THRUSTING SEE HYDRANT DETAIL.
5. SEE VERTICAL BEND DETAIL FOR RESTRAINED PIPE REQUIREMENTS FOR VERTICAL BENDS.
6. POURED CONCRETE NOT TO COME WITHIN 6" OF MECHANICAL JOINTS.
7. BEARING FACE AREA CALCULATED ASSUMING 250 PSI AND 1.5 TON/S.F. ALLOWABLE SOIL BEARING CAPACITY.



HYDRANT UNIT DETAIL

SCALE: NONE



GATE VALVE

SCALE: NONE

TOWN OF WEST NEWBURY
MASSACHUSETTS
CHURCH STREET & PROSPECT STREET
WATER MAIN REPLACEMENT

WATER MAIN DETAILS

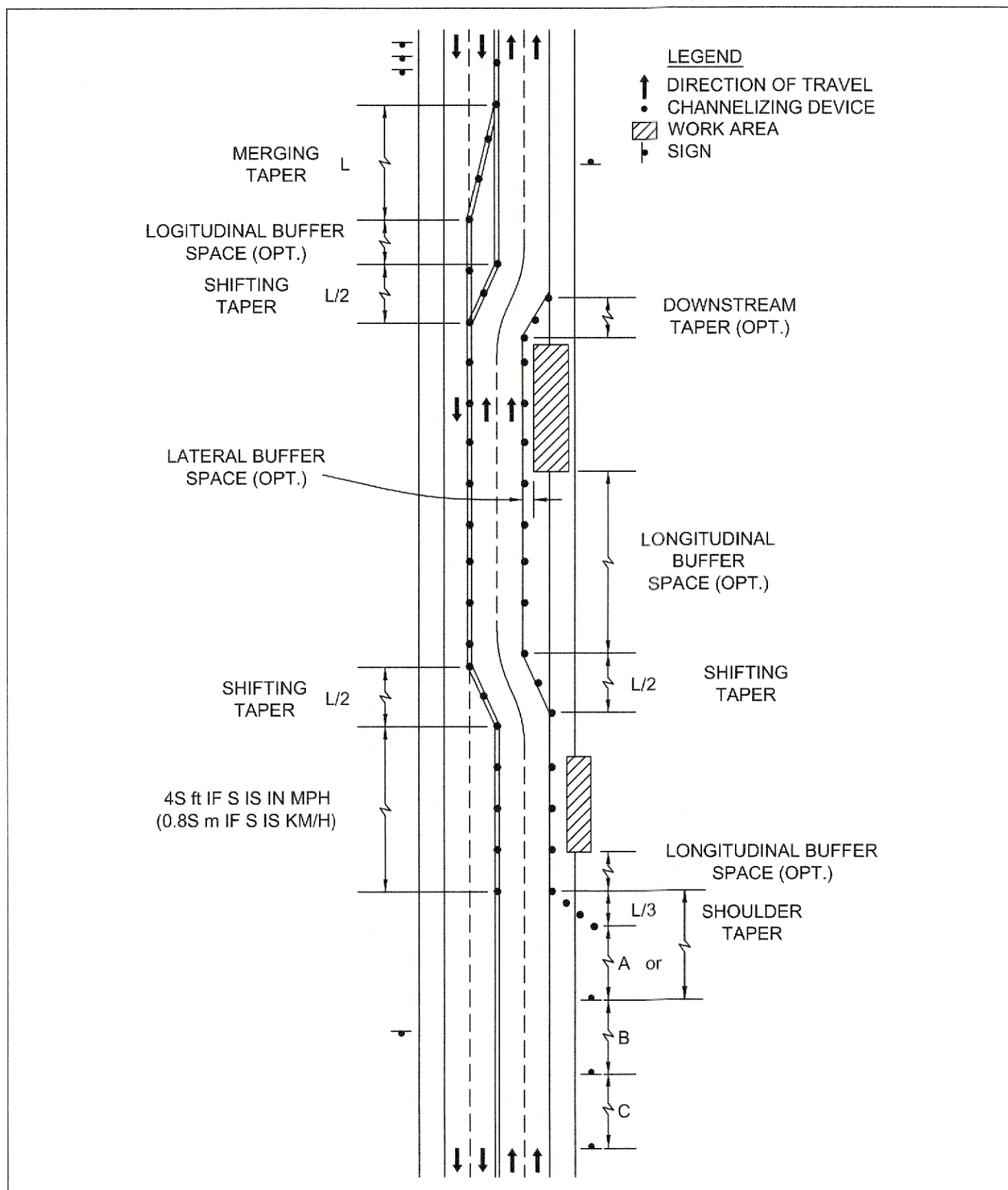
Rev.	Date	Description

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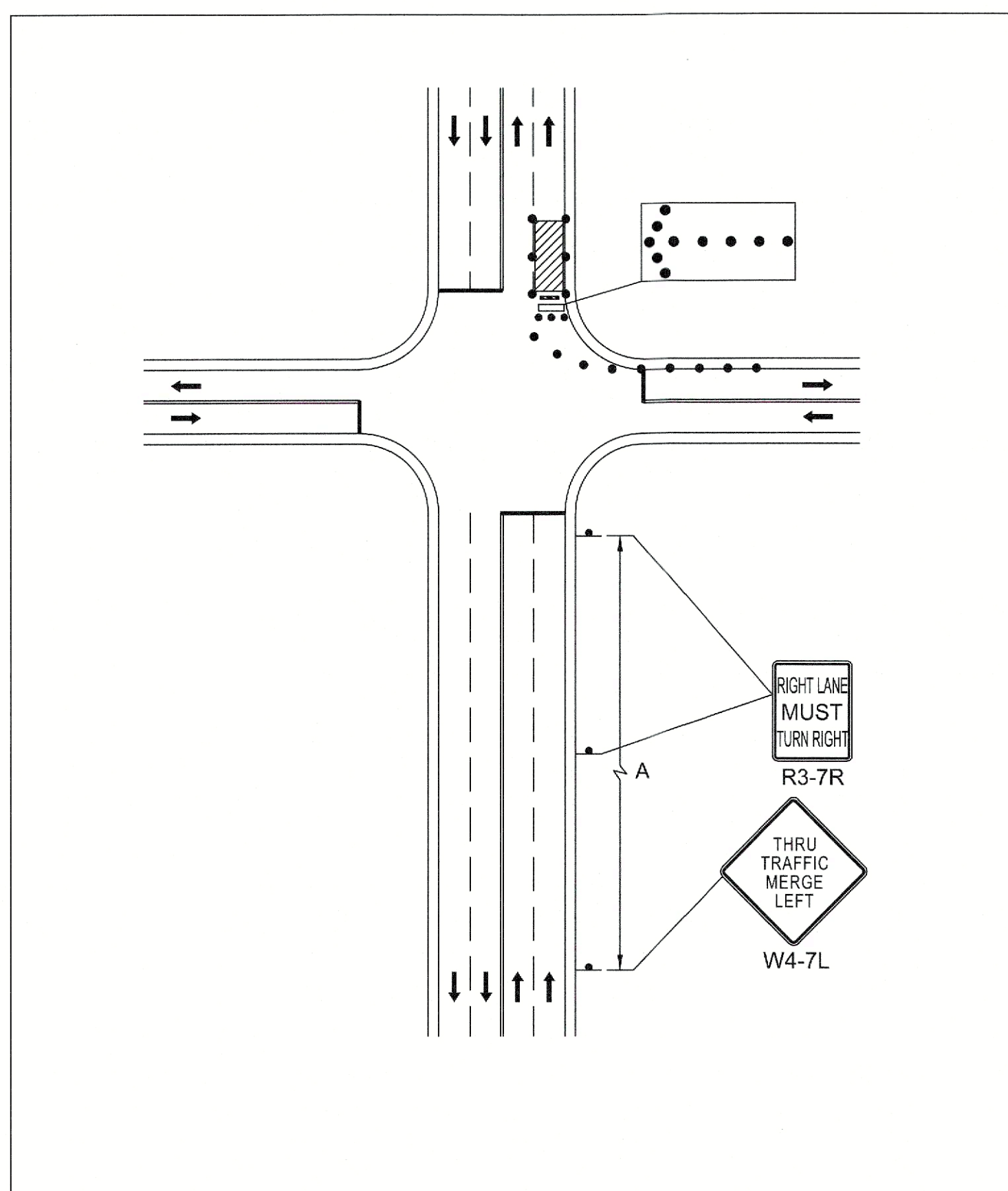
TATA & HOWARD

T&H NO.: 6871
DATE: JULY 2022
SCALE: AS NOTED

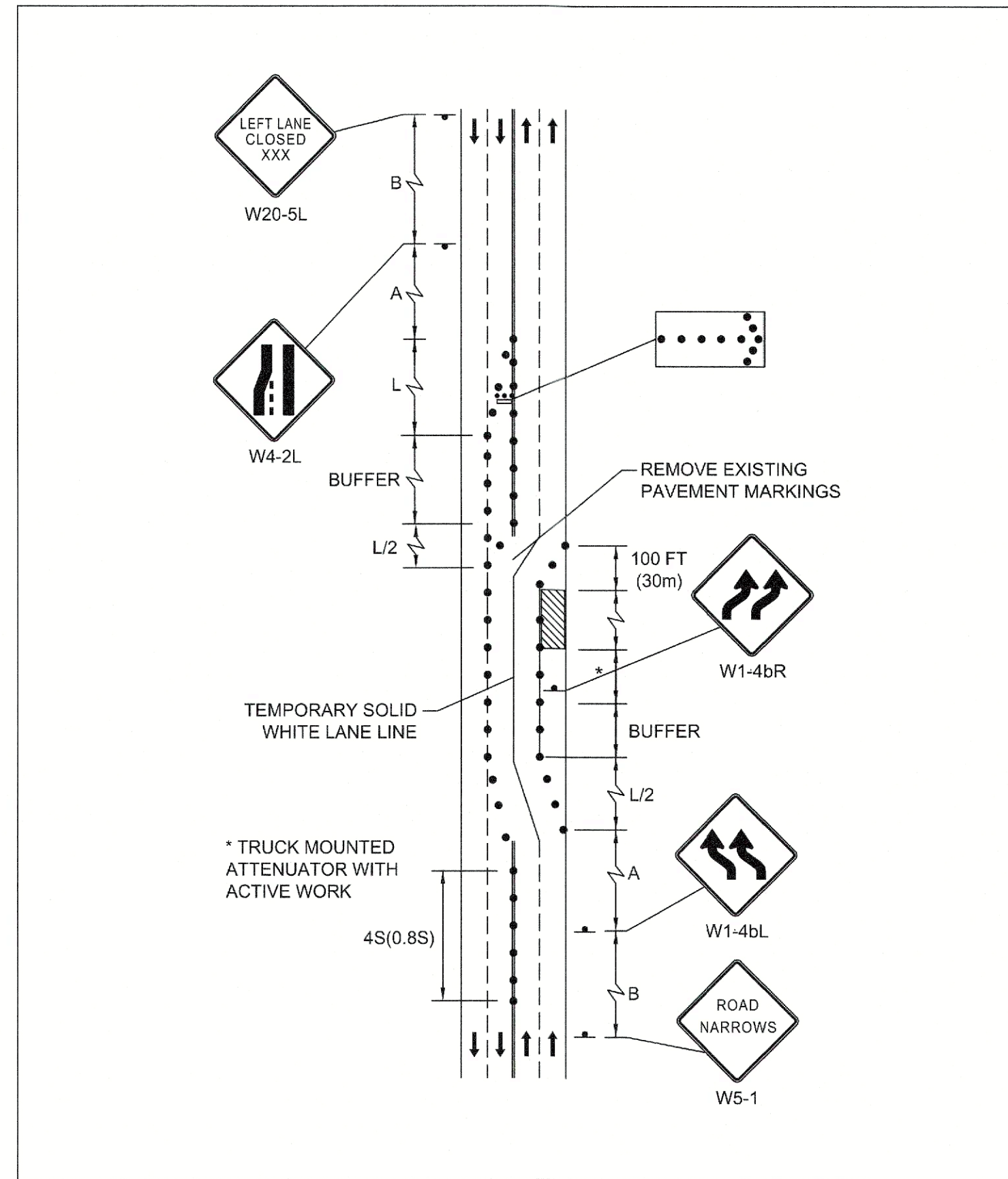
C-6



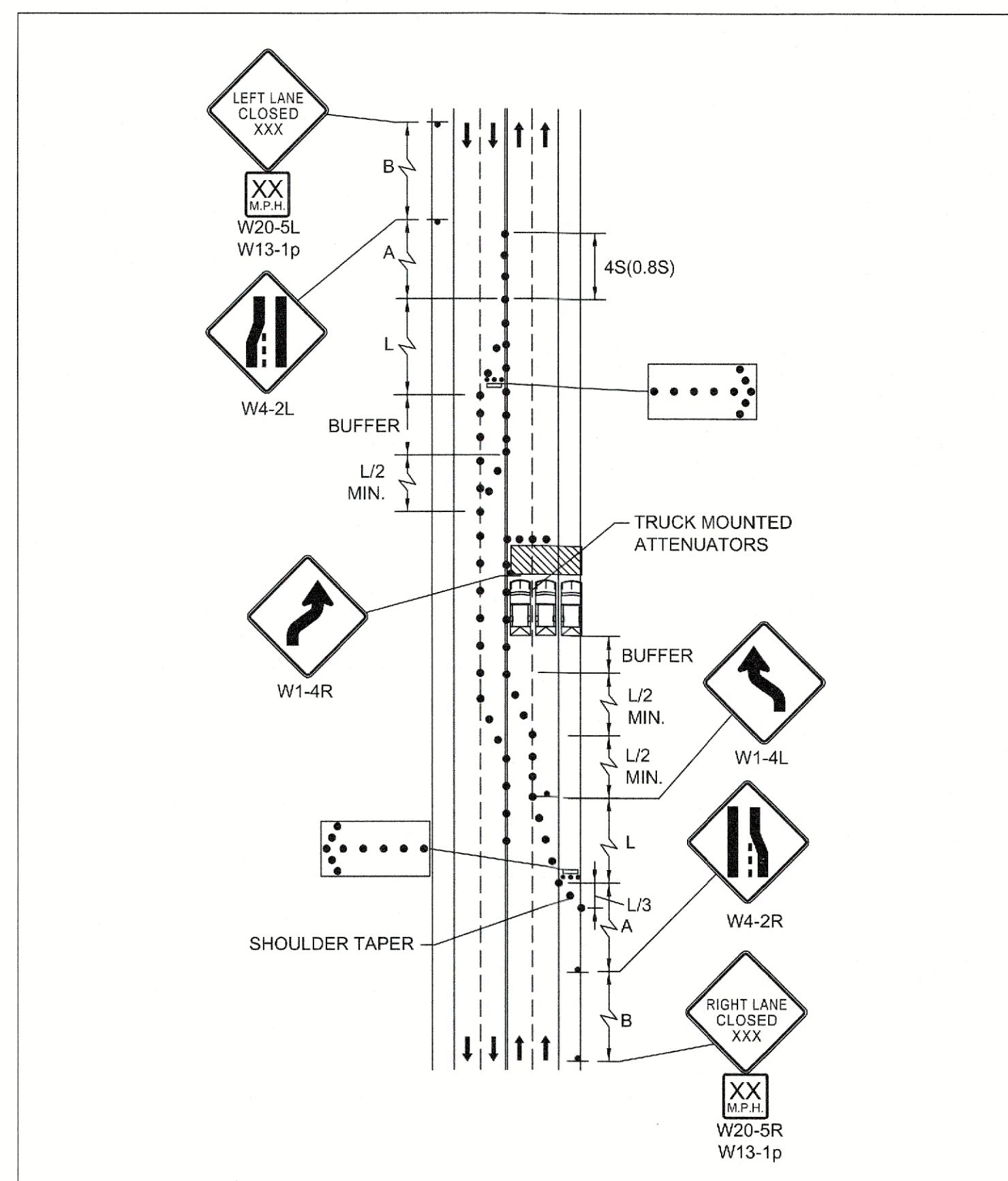
massDOT Massachusetts Department of Transportation Highway Division
 Standard Details and Drawings for the Development of Temporary Traffic Control Plans
 FIGURE GEN-5
 TYPES OF TAPERS AND BUFFER SPACES
 NOT TO SCALE



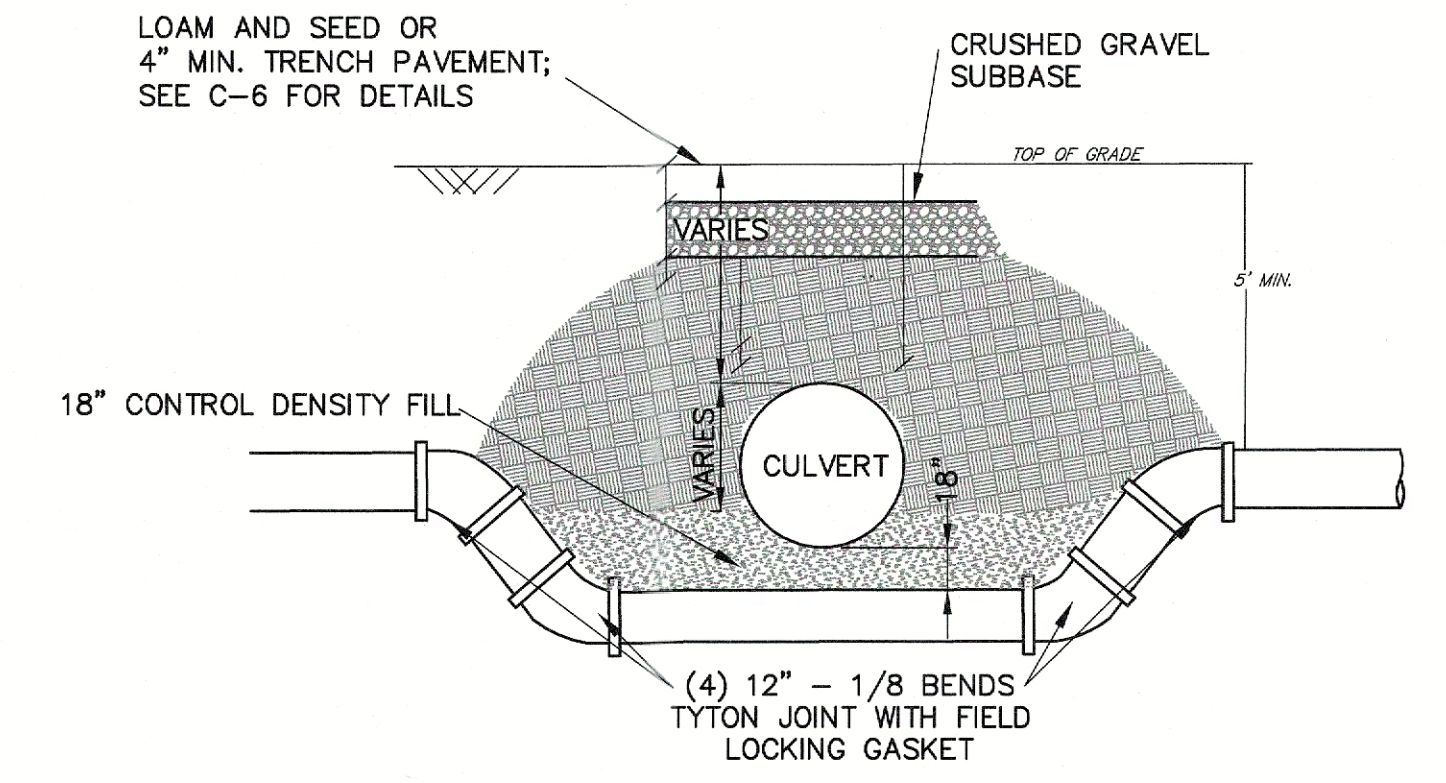
massDOT Massachusetts Department of Transportation Highway Division
 Standard Details and Drawings for the Development of Temporary Traffic Control Plans
 FIGURE INT-4
 DOUBLE LANE APPROACH FAR SIDE CLOSURE RIGHT LANE
 NOT TO SCALE



massDOT Massachusetts Department of Transportation Highway Division
 Standard Details and Drawings for the Development of Temporary Traffic Control Plans
 FIGURE MLR-2
 MULTIPLE LANE ROAD INTERIOR LANE CLOSURE W/ UNEVEN VOLUMES
 NOT TO SCALE

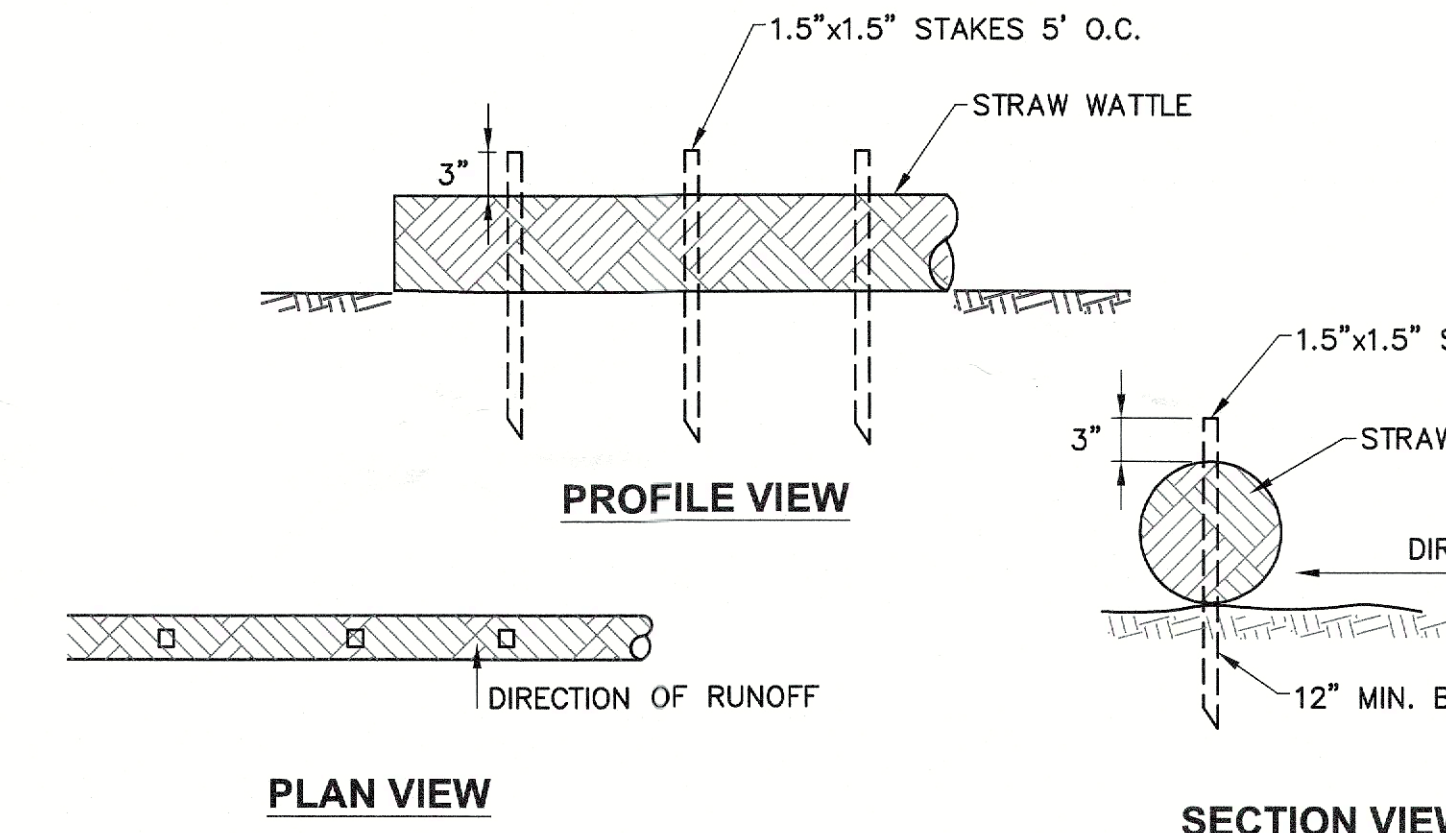


massDOT Massachusetts Department of Transportation Highway Division
 Standard Details and Drawings for the Development of Temporary Traffic Control Plans
 FIGURE MLR-3
 MULTIPLE LANE ROAD HALF ROAD CLOSURE
 NOT TO SCALE

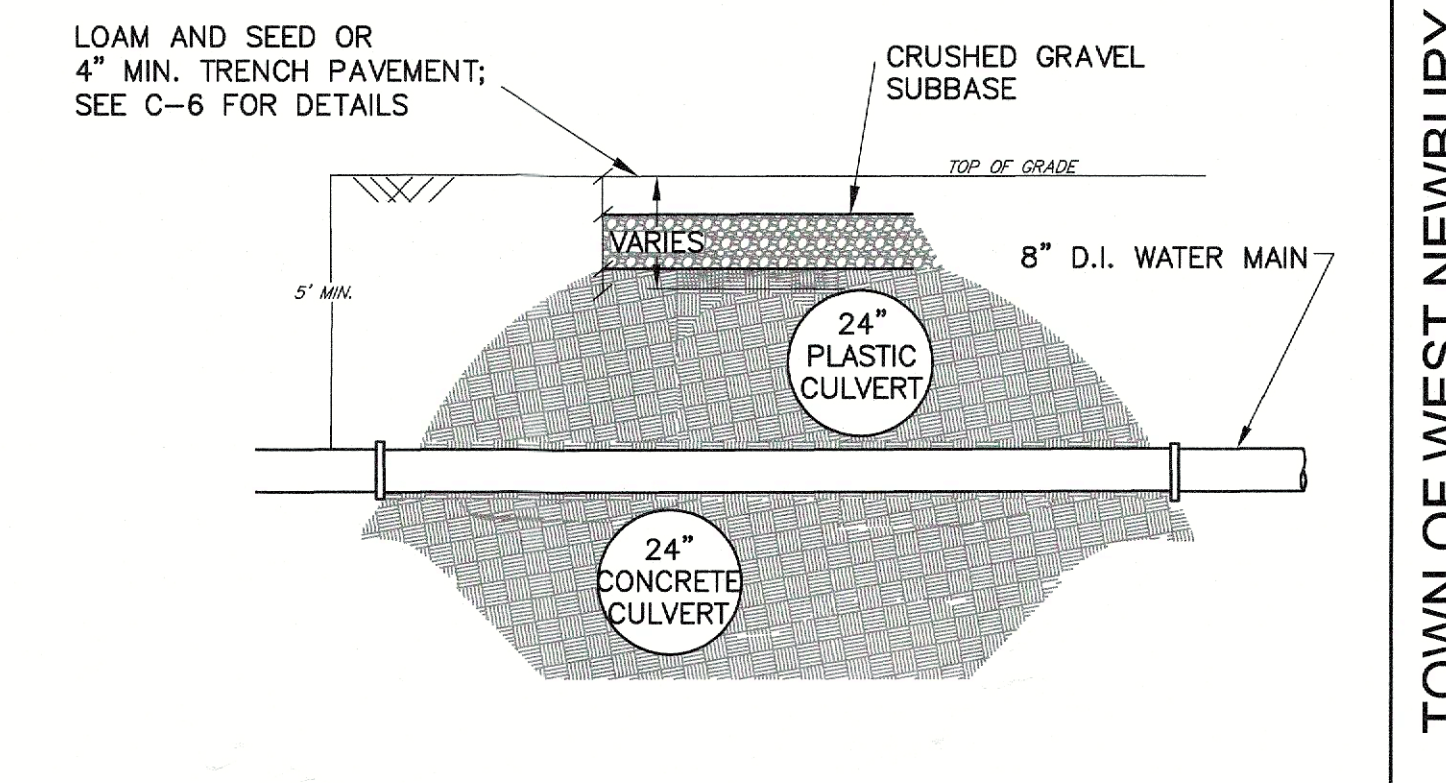


CULVERT CROSSING (TYP.)
 SCALE: NONE

NOTES:
 1. EXACT DIMENSIONS AND DEPTH OF EACH CULVERT VARIES WITHIN THE PROJECT LIMITS.
 2. CONTROL DENSITY FILL SHALL BE INSTALLED BELOW THE CULVERT THAT THE WATER MAIN CROSSES BELOW. SEE SPECIFICATION SECTION 01025 MEASUREMENT AND PAYMENT ITEM NO. 24 FOR CDF PAYMENT LIMITS.

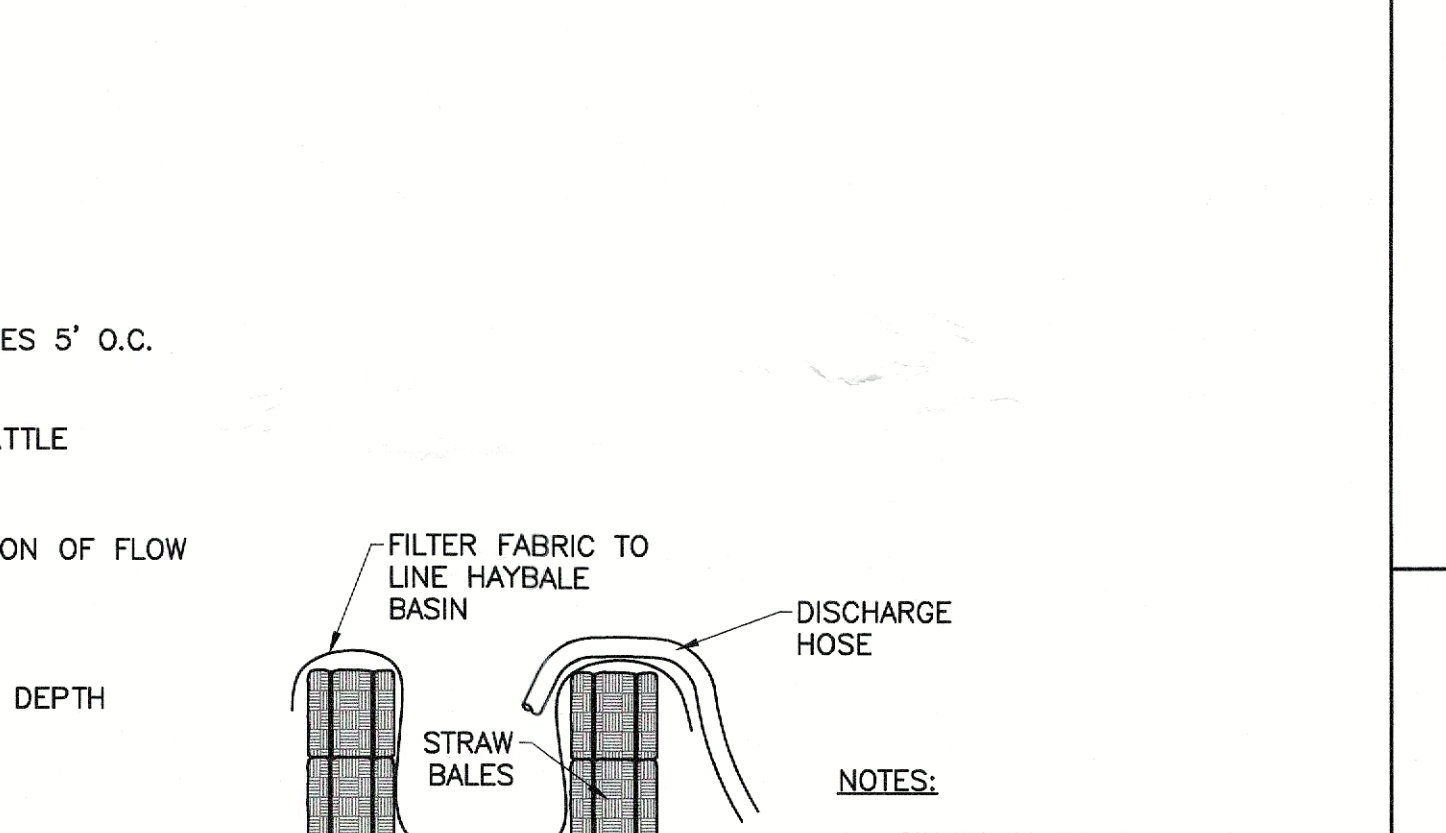


STRAW WATTLE
 SCALE: NONE

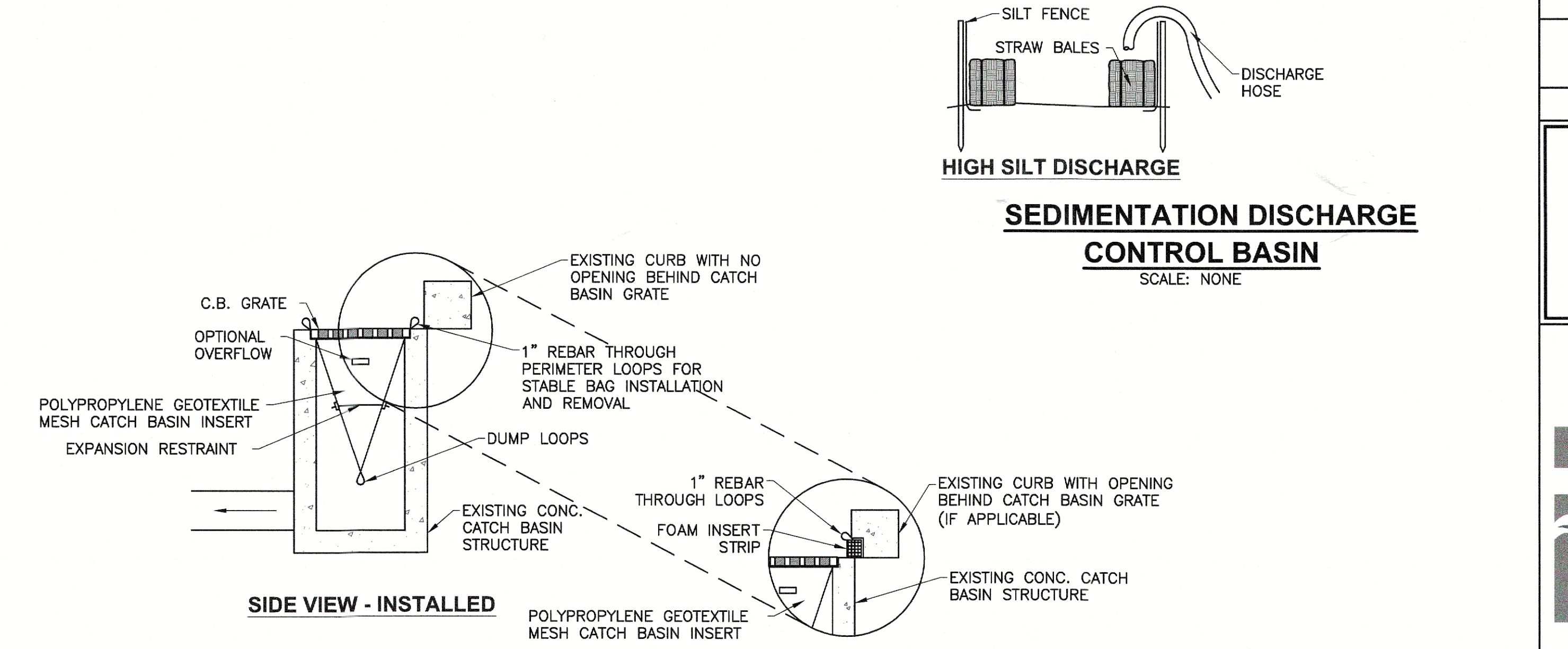


PROSPECT STREET DOUBLE STACK SHEET C-4
CULVERT CROSSING STA. 17+00 TO 18+00
 SCALE: NONE

NOTES:
 1. EXACT DIMENSIONS AND DEPTH OF EACH CULVERT VARIES WITHIN THE PROJECT LIMITS.



SEDIMENTATION DISCHARGE CONTROL BASIN
 SCALE: NONE



CATCH BASIN SILTATION CONTROL INSERT
 SCALE: NONE

TOWN OF WEST NEWBURY MASSACHUSETTS
 CHURCH STREET & PROSPECT STREET WATER MAIN REPLACEMENT

DESIGNED BY: MTS & JRM
 CHECKED BY: PBH
 DRAWN BY: JRM
 APPROVED BY: SHD

WATER MAIN DETAILS, ENVIRONMENTAL CONTROLS DETAILS AND TRAFFIC CONTROL PLANS

THIS DOCUMENT IS THE PROPERTY OF TATA & HOWARD, INC. AND ITS CLIENT. REPRODUCTION OR MODIFICATION WITHOUT WRITTEN CONSENT IS PROHIBITED.

Rev.	Date	Description

NOI SUBMITTAL NOT FOR CONSTRUCTION

TATA & HOWARD

T&H NO.: 6871
 DATE: JULY 2022
 SCALE: AS NOTED

C-7

SECTION 00510

CONTRACT AGREEMENT

THIS AGREEMENT made as of the _____ day of _____, in the year 20____

by and between the Town of West Newbury, Massachusetts hereinafter called OWNER and

Defelice Corporation with legal address and principal

place of business at 28 Silva Lane, Dracut, MA 01826

hereinafter called Contractor. Owner and Contractor in consideration of the

mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 WORK

1.01 Contractor shall complete all Work as specified in the Contract Documents. The Work of this Contract generally consists of furnishing and installing approximately 7,400 linear feet of 8-inch diameter ductile iron water main in Church Street, from the intersection with Main Street to north of the intersection with Prospect Street, and in Prospect Street, from the intersection with and Main Street to the intersection with Church Street including associated service connections, fittings, hydrants, valves, and appurtenances. Part of the work will take place within the State Highway Layout owned and operated by the Massachusetts Department of Transportation (MassDOT) and is subject to the requirements in the MassDOT Highway Access Permit issued for the project.

ARTICLE 2 ENGINEER

2.01 The Project has been designed by Tata and Howard Inc., 67 Forest Street, Marlborough, MA 01752, who is hereinafter called Engineer and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 3 CONTRACT TIME

3.01 The Work will be substantially completed within 270 days after the date when the Contract Times commence to run as provided in paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with paragraph 15.06 of the General Conditions within 330 days after the date when the Contract Times commence to run. The contract consecutive calendar days shall not include the time during which construction has stopped for the winter. The Contractor shall submit a letter to the Engineer documenting the dates of winter shutdown.

3.02 Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 3.01 above, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in providing

in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$1,300 for each calendar day of delay until the Work is complete.

- 3.03 Provided that Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is for reasons included in Paragraph 4.05 of the General Conditions.
- 3.04 Provided further, that Contractor shall furnish Owner the required notification of such delays in accordance with Article 11 of the General Conditions.

ARTICLE 4 CONTRACT PRICE

- 4.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraph 4.01A below.
- 4.01A For the complete Work, at the price stated in Contractor's Bid Form, attached hereto as an exhibit.

ARTICLE 5 PAYMENT PROCEDURES

- 5.01 Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.
- 5.02 Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Application for Payment as recommended by Engineer, monthly during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in Paragraph 15.01 of the General Conditions.
- 5.03 Owner will make progress and final payments as provided in Article 15 of the General Conditions of the Contract and in accordance with the applicable Massachusetts General Law. Owner will withhold a retainage of 5-percent of the approved amount in each progress payment.

ARTICLE 6 CONTRACTOR'S REPRESENTATIONS

- 6.01 Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- 6.02 Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- 6.03 Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

- 6.04 Contractor has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto.
- 6.05 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- 6.06 Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- 6.07 The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE-7 CONTRACT DOCUMENTS

- 7.01 The Contract Documents which comprise the Contract between Owner and Contractor are attached hereto and made a part hereof and consist of the following:
 - 7.01.1 Advertisement For Bids.
 - 7.01.2 Instructions To Bidders.
 - 7.01.3 Bid Form.
 - 7.01.4 This Agreement.
 - 7.01.5 Performance Bond, EJCDC Document (C-610 2018 Edition).
 - 7.01.6 Payment Bond, EJCDC Document (C-615 2018 Edition).
 - 7.01.7 General Conditions, EJCDC Document (C-700 2018 Edition).
 - 7.01.8 Supplementary Conditions.
 - 7.01.9 Commonwealth of Massachusetts Special Conditions.
 - 7.01.10 Specifications (as listed in Table of Contents).
 - 7.01.11 Drawings numbered: C-1 through C-8
 - 7.01.12 Addenda numbers 1 to 1, inclusive.
 - 7.01.13 Any modifications, including Change Orders, duly delivered after execution of Agreement.
- 7.02 The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 11.01 of the General Conditions.

ARTICLE 8 MISCELLANEOUS

- 8.01 Terms used in this Agreement will have the meanings indicated in the General Conditions.
- 8.02 No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, monies that may become due and monies that are due, may not be assigned

without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.


8.03 Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

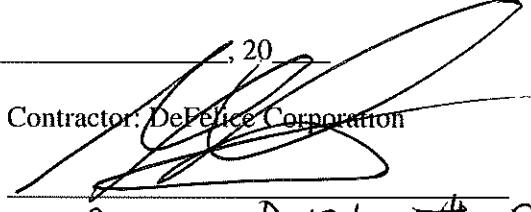
IN WITNESS WHEREOF, the parties hereto have signed this Agreement in sextuple. Four copies each have been delivered to Owner and one copy each to Contractor and Engineer. All portions of the Contract Documents have been signed or identified by Owner and Contractor or by Engineer on their behalf.

This Agreement will be effective on _____, 20

Owner:

Contractor: DeFelice Corporation





By: ROBERT P. JAMES

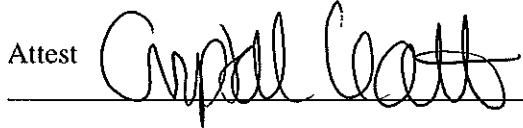
By: Gregoire DeFelice III, President

(CORPORATE SEAL)

(CORPORATE SEAL)

Attest

Attest



Address for giving notices:

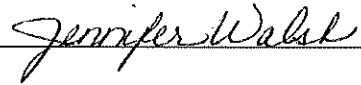
Address for giving notices:

West Newbury Town Hall
318 Main Street
West Newbury, MA 01985

25 Silva Lane
Dracut, MA 01824

Note: If Contractor is a corporation, an affidavit giving the principal the right to sign the Agreement must accompany the executed Agreement.

As required by M.G.L. Chapter 44, Section 31C, this is to certify that the Owner has an appropriation which is adequate to cover the cost of this Contract. 01,821,191.00

By: 

Date: 1/31/2024

Jennifer Walsh

Town Accountant

(Name)

(Title)

END OF SECTION

SECTION 00300

BID FORM

The bid of Defelice Corporation hereinafter called "Bidder"), organized and existing under the laws of the State of Massachusetts doing business as Corporation
(Insert "a corporation," "a partnership", or "an individual", as applicable)

to the Town of West Newbury, Massachusetts, (hereinafter called "Owner")

In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for the Church Street and Prospect Street Water Main Replacement in strict accordance with the Contract Documents, within the time set forth therein, and at the prices stated below.

By submission of this Bid Form, each Bidder certifies, and in the case of a joint Bid, each party thereto certifies as to his own organization, that this Bid Form has been arrived at independently, without consultation, communication, or agreement, as to any matter relating to this Bid Form with any other Bidder or with any competitor.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in the Notice To Proceed and to fully complete the project within 330 consecutive calendar days thereafter. The contract time does not include the time during which construction has been stopped for the winter. The contractor shall submit a letter to the Engineer documenting the dates of winter shutdown. Bidder further agrees to pay as liquidated damages, the sum of \$1,300 for each consecutive calendar day thereafter.

To the Awarding Authority:

1. The undersigned proposes to furnish all labor and materials required for Church Street and Prospect Street Water Main Replacement in accordance with the accompanying Contract Documents prepared by Tata & Howard, Inc., for the Proposed Contract Price specified below, subject to additions and deductions according to the terms of the Contract Documents.
2. Bidder acknowledges receipt of the following Addenda:

Addendum # 1 Dated: 12/14/2023
Addendum # _____ Dated: _____
Addendum # _____ Dated: _____

Bidder understands that the Owner reserves the right to reject any or all bids, to waive any informalities in the bidding or to reduce the scope of the Work to stay within budget restraints.

Bid security in the form of a bid bond, cash certified check, treasurer's or cashier's check, payable to the Owner, in a dollar amount of 5 percent of the total bid, in accordance with the conditions in the Instructions To Bidders, has been attached to this bid.

Bidder may not withdraw his bid within 30 days (Saturdays, Sundays and legal holidays excluded) after the actual date of the opening of the General Bids.

BID FORM
00300-1

6871

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within 5 days (Saturdays, Sundays and legal holidays excluded) and deliver a Surety Bond or Bonds as required by ARTICLE 6 of the General Conditions. The Bid Security, attached, in the sum of

Ninety-one thousand FIFTY-NINE dollars and FIFTY-FIVE cents
(Words)

Dollars (\$ 91,059.55) is to become the property of the Owner, in the event the Contract and Bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that Bidder will comply fully with all laws and regulations applicable to awards made subject to section 44A.

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of Section twenty-nine (29) F of Chapter twenty-nine (29) or any other applicable debarment provisions of any other Chapter of the General Law or any rule or regulation promulgated thereunder M.G.L. c.149, ss. 44E(2) and 44F(2).

Pursuant to MGL 62C, Section 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all State Tax Returns and paid all State Taxes required under Massachusetts General Laws.

Date 12/18/23

If the Bidder is a corporation, indicate State of incorporation, and affix corporate seal.

Defelice Corporation
(Name of General Bidder)

By [Signature]
(Name of Person Signing Bid and Title)

28 Aegzue Defelice #1, President
Silva Lane
(Business Address)

Dracut, MA
(City and State)

Amounts are to be shown in both words and figures. In cases of discrepancy, the amount shown in words will govern.

The unit and lump sum prices shall include all labor, equipment, materials, overhead, profit, insurance, bond, etc. to cover the finished work of the several kinds called for.

The Contractor's attention is directed to the fact that information relative to existing structures, piping or buried cables, apparent and latent conditions and natural phenomena as furnished to him in the Contract Documents, carries no guarantee expressed or implied as to its completeness or accuracy and he has made all due allowance therefore.

The Bidder also understands that the quantities of work tabulated in this Bid Form or indicated in the Contract Documents are only approximate and are subject to increase or decrease.

The following schedule of bid items shall be completed in ink or typewritten. All unit prices must be entered in both words and figures and extended by the Bidder. In case there is a discrepancy between the total amount of bid and the correct extension and sum of the amounts for each bid item, the unit prices and their correct extension will govern.

The total bid price for the contract, correctly calculated in this Section, is to be used for the comparison of bids to determine the apparent low Bidder.

The following unit prices as defined in the Contract Documents are designated for items of work on the basis of quantities estimated by the Engineer. The unit or lump sum price shall be entered in both words and figures in the appropriate space for each item description. Actual payment for unit price items will be for actual quantity of each item, approved by the Engineer, at the unit price bid.

<u>ITEM NO</u>	<u>ESTIMATED QUANTITY</u>	<u>ITEM DESCRIPTION AND UNIT AND LUMP SUM PRICES IN WORDS</u>	<u>UNIT PRICES DOLLARS/CENTS IN FIGURES</u>	<u>EXTENDED AMOUNT DOLLARS/CENTS IN FIGURES</u>
1	L.S.	Mobilization and Demobilization Seventy-five Thousand Dollars And Zero Cents Per Lump Sum in Words	\$ 75,000.00	\$ 75,000.00
2	30 C.Y.	Test Pits Fifty Dollars And Zero Cents Per Cubic Yard in Words	\$ 50.00	\$ 1,500.00
3	200 C.Y.	Excavation Below Grade Twenty-seven Dollars and Zero Cents Per Cubic Yard in Words	\$ 27.00	\$ 5,400.00
4	100 C.Y.	Rock Removal Two Hundred Ten Dollars And Zero Cents Per Cubic Yard in Words (\$50.00 PER CUBIC YARD MINIMUM)	\$ 210.00	\$ 21,000.00
5	5,000 LBS.	Fittings and Appurtenances Zero Dollars And one Cent Per Pound in Words	\$ 0.01	\$ 50.00
6	250 L.F.	6-Inch Ductile Iron Pipe One Hundred Forty-two Dollars And Zero Cents Per Linear Foot in Words	\$ 142.00	\$ 35,500.00
7	7400 L.F.	8-Inch Ductile Iron Pipe One Hundred Four Dollars And Sixty-nine Cents Per Linear Foot in Words	\$ 104.69	\$ 774,706.00

BID FORM
00300-4

6871

<u>ITEM NO</u>	<u>ESTIMATED QUANTITY</u>	<u>ITEM DESCRIPTION AND UNIT AND LUMP SUM PRICES IN WORDS</u>	<u>UNIT PRICES DOLLARS/CENTS IN FIGURES</u>	<u>EXTENDED AMOUNT DOLLARS/CENTS IN FIGURES</u>
8	30 L.F.	10-Inch Ductile Iron Pipe Three Hundred Seventy-four Dollars And Zero Cents Per Linear Foot in Words	\$ 374.00	\$ 11,220.00
9	50 L.F.	12-Inch Ductile Iron Pipe Two Hundred Forty-five Dollars And Zero Cents Per Linear Foot in Words	\$ 245.00	\$ 12,250.00 5,000.00
10	1350 L.F.	1-Inch Service Tubing Nine Dollars And Zero Cents Per Linear Foot in Words	\$ 9.00	\$ 12,150.00
11	14 EA.	Hydrants Nine Thousand Five Hundred Dollars And Zero Cents Per Each in Words	\$ 9,500.00	\$ 133,000.00
12	15 EA.	6-Inch Gate Valves and Boxes Three Thousand Five Hundred Dollars And Zero Cents Per Each in Words	\$ 3,500.00	\$ 52,500.00
13	16 EA.	8-Inch Gate Valves and Boxes Four Thousand Five Hundred Dollars And Zero Cents Per Each in Words	\$ 4,500.00	\$ 72,000.00
14	4 EA.	12-Inch Gate Valves and Boxes Ten Thousand Five Hundred Dollars And Zero Cents Per Each in Words	\$ 10,500.00	\$ 42,000.00
15	58 EA.	1-Inch Corporation Stop One Thousand Eight Hundred Fifty Dollars And Zero Cents Per Each in Words	\$ 1,850.00	\$ 107,300.00
16	58 EA.	1-Inch Curb Stop and Box Two Hundred Eighty Dollars And Zero Cents Per Each in Words	\$ 280.00	\$ 16,240.00

BID FORM
00300-5

6871

ITEM NO	ESTIMATED QUANTITY	ITEM DESCRIPTION AND UNIT AND LUMP SUM PRICES IN WORDS	UNIT PRICES DOLLARS/CENTS IN FIGURES	EXTENDED AMOUNT DOLLARS/CENTS IN FIGURES
17	5,310 L.F.	Environmental Controls (Straw Wattles)		
		Ten Dollars And Zero Cents Per Linear Foot in Words	\$ 10.00	\$ 53,100.00
18	5,250 L.F.	Temporary Trench Pavement (Town and MassDOT Jurisdiction)		
		Twelve Dollars And Eighty Cents Per Linear Foot in Words	\$ 12.80	\$ 67,200.00
19	5,150 L.F.	Permanent Trench Pavement (Town Jurisdiction)		
		Thirty-two Dollars And Fifty Cents Per Linear Foot in Words	\$ 32.50	\$ 167,375.00
20	100 L.F.	MassDOT Permanent Trench Pavement (7.5-Inches)		
		Sixty-two Dollars And Zero Cents Per Linear Foot in Words	\$ 62.00	\$ 6,200.00
21	100 L.F.	MassDOT Mill and Overlay		
		Thirty Dollars And Zero Cents Per Linear Foot in Words	\$ 30.00	\$ 3,000.00
22	1 L.S.	Culvert Crossing (Prospect Street Sta. 17+40 to Sta. 17+90)		
		Fifteen Thousand Dollars And Zero Cents Per Lump Sum in Words	\$ 15,000.00	\$ 15,000.00
23	5 EA.	Repair and Replace Existing Drain Conflicts		
		Five Hundred Dollars And Zero Cents Per Each in Words	\$ 500.00	\$ 2,500.00

BID FORM
00300-6

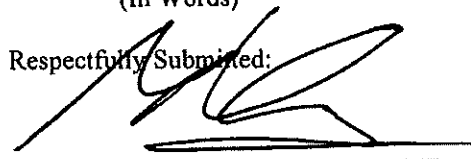
6871

ITEM NO	ESTIMATED QUANTITY	ITEM DESCRIPTION AND UNIT AND LUMP SUM PRICES IN WORDS	UNIT PRICES DOLLARS/CENTS IN FIGURES	EXTENDED AMOUNT DOLLARS/CENTS IN FIGURES
24	ALLOWANCE	Uniformed Police Officers <u>One Hundred Twenty-Five Thousand Dollars</u> Stated Allowance in Words	\$ <u>125,000.00</u>	\$ <u>125,000.00</u>
25	ALLOWANCE	Price Adjustment: Hot Mix Asphalt Mixtures <u>Five Thousand Dollars</u> Stated Allowance in Words	\$ <u>5,000.00</u>	\$ <u>5,000.00</u>
26	ALLOWANCE	Price Adjustment: Fuel <u>Five Thousand Dollars</u> Stated Allowance in Words	\$ <u>5,000.00</u>	\$ <u>5,000.00</u>

TOTAL AMOUNT OF BID ITEMS 1 THRU 26 FOR COMPARISON OF BIDS

one million eight hundred twenty-one thousand one hundred ninety-one dollars and zero cents
 (In Words) Dollars (\$ 1,821,191.00) (In Figures)

Respectfully Submitted:



Signature George Detelich

Address 28 Silvalane Dr, Ma 01826

Title President

Date 12/18/23

License No. (If Applicable) N/A

Seal - (If Bid is By Corporation)

Bidders shall submit the following completed forms with their bid:

- 1. Bid Bond**
- 2. Certificate of Non-Collusion**
- 3. Certificate of Tax Compliance**
- 4. MassDOT Certificate of Prequalification**

Failure to submit the Bid Bond with the Bid Form shall be cause for rejection of the Bid Form.

END OF SECTION

**BID FORM
00300-8**

6871

BID BOND

Conforms with The American Institute of Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, DeFelice Corporation

28 Silva Lane, Dracut, MA 01826

_____ as Principal, hereinafter called the Principal,

and the Nationwide Mutual Insurance Company,

of One W Nationwide Blvd 1-14-301, Columbus, OH 43215,

a corporation duly organized under

the laws of the State of Ohio,

as Surety, hereinafter called the Surety, are held and firmly bound unto

Town of West Newbury Massachusetts, 381 Main Street, West Newbury, MA 01985

as Obligee, hereinafter called the Obligee,

in the sum of FIVE PERCENT OF AMOUNT BID

Dollars (5% OF BID) , for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Church Street and Prospect Street Water Main Replacement 6871

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 20th day of December, 2023.

[Signature]
Witness

Jennifer Perone
Witness

DeFelice Corporation (Seal)
Principal

George DeFelice III, President Title

Nationwide Mutual Insurance Company
By [Signature]
Kathleen Jimenez Attorney-in-Fact

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint: KATHLEEN JIMENEZ; NEWTON S JOHNSON; OSCAR B JOHNSON;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

[Handwritten signature of Antonio C. Albanese]

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Stephanie Rubino McArthur
Notary Public, State of New York
No. 02MC6270117
Qualified in New York County
Commission Expires October 19, 2024

[Handwritten signature of Stephanie Rubino McArthur]

Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 20th day of December, 2023.

[Handwritten signature of Laura B. Guy]

Assistant Secretary

BDJ 1(08-21)00

SECTION 00410

BID BOND FORM

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

_____ as Principal,

and _____ as Surety,

are hereby held and firmly bound unto The Town of West Newbury, as

Owner in the penal sum of _____ Dollars

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

Signed, this _____ day of _____, 20____.

The condition of the above obligation is such that whereas the Principal has submitted to the Town of West Newbury a certain Form For General Bid, attached hereto and hereby made a part hereof to enter into a contract in writing for the Construction of the Church Street and Prospect Street Water Main Replacement.

NOW, THEREFORE,

- (a) If said Form For General Bid shall be rejected, or
- (b) If said Form For General Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid Form) and shall furnish a Bond for his faithful performance of said contract, and for the payment of all persons performing labor or for furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid Form, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event, exceed the penal amount of this obligation, as herein stated.

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

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

Principal (L.S.)

Surety

By: _____

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

END OF SECTION

SECTION 00411

CERTIFICATE OF NON-COLLUSION

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

Crescent DeFelice III President
Name of Individual

Signature of Individual (Represent Company)

DeFelice Corporation
Name of Company

1/11/23
Date

END OF SECTION

SECTION 00412

CERTIFICATE OF TAX COMPLIANCE

I certify under the pains and penalties of perjury that Cherene Detelice of Detelice Corporation
Name of individual/Company

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

Cherene Detelice #1
Name of Individual

[Signature]
Signature of Individual (Represent Company)

Detelice Corporation
Name of Company

12/18/23
Date

END OF SECTION



Maura Healey, Governor
 Kimberley Driscoll, Lieutenant Governor
 Gina Flandaca, Secretary & CEO
 Jonathan L. Gulliver, Highway Administrator



DEFELICE CORPORATION
 28 SILVA LN
 DRACUT, MA 01826-2894

May 03, 2023
Prequalification Certificate No D095-31

Dear Contractor:

In accordance with the Regulations Governing Prequalification of Contractors, as approved by the Massachusetts Department of Transportation Prequalification Committee, you are hereby notified that the following class(es) of work and Single Contract Limits (if applicable) have been assigned to you as of the date of this letter. If in the opinion of the Committee you failed to submit proper documentation or have not demonstrated the ability to perform all classes of work requested then you were denied Prequalification Status for that class(es) of work.

Qualified Class of Work	Limit Amount	Qualified Class of Work	Limit Amount
Bridge - Culverts	\$7,660,000.00	Drainage	\$12,720,000.00
Highway - Construction	\$8,400,000.00	Highway - Sidewalk And Curbing	\$8,400,000.00
Pavement - Surfacing	\$3,950,000.00	Pump Stations	\$4,700,000.00
Sewer and Water	\$12,720,000.00		

Bonding Capacity \$50,000,000.00 Bond Single Limit \$25,000,000.00 Expiration Date 5/31/2024

The class(es) of work, Single Contract Limits and Aggregate Bonding Capacity set forth will continue in effect until May 31, 2024 unless previously modified or rescinded in accordance with the Regulations, or by law. In order to be continuously eligible to bid on projects to be undertaken for this Department, your next Prequalification Statement should be submitted at least 30 days prior to expiration of this Certificate. If there are any questions or concerns, contact the Prequalification Department at prequal.r109@dot.state.ma.us.

Sincerely,

THE PREQUALIFICATION COMMITTEE

Theresa Ward Digitally signed by Theresa Ward
Date: 2023.05.03 12:01:16 -04'00'

Office of Construction Prequalification

CLERK'S CERTIFICATE

I, George DeFelice Jr., hereby certify that I am the duly
(Secretary / Clerk of Corporation)
qualified and acting Clerk of DeFelice Corporation and

(Name of Corporation)

I further certify that a meeting of the Directors of said company

DeFelice Corporation duly called and held on 1/3/23, at which
(Name of Corporation) (Date of Meeting)

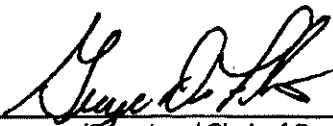
all members were present and voting, the following vote was

unanimously passed:

VOTED: To authorize and empower:

George DeFelice III, President

I further certify that the above vote is still in effect and has not changed or modified in any respect.

By: 
(Secretary / Clerk of Corporation)

SECTION 00500
NOTICE OF AWARD

DATED: _____

TO: DeFelice Corp.
(Bidder)
ADDRESS: 28 Silva Lane, Dracut, MA 01826

OWNER: Town of West Newbury, Massachusetts

ADDRESS: 381 Main Street, West Newbury, Massachusetts 01985

FOR CHURCH STREET AND PROSPECT STREET WATER MAIN REPLACEMENT

Owner has considered the Bid Form submitted by you for the above described Work in response to its Advertisement for Bids dated December 1, 2023 and Instructions to Bidders.

The Contract Price of your contract is:

One Million Eight Hundred Twenty-One Thousand One Hundred Ninety-One Dollars

(\$1,821,191.00).

Six (6) copies of the proposed Contract Documents accompany this Notice of Award.

You must comply with the following conditions precedent within five (5) days, Saturdays, Sundays and legal holidays excluded, of the date of this Notice of Award.

1. You must deliver to the Owner six (6) fully executed counterparts of the Agreement including all the Contract Documents. Each of the Contract Documents must bear your signature on the cover page.
2. You must deliver with the executed Contract Documents, the Contract Security (Bonds, and Certificates of Insurance) as specified in the Instructions to Bidders, General Conditions, and Supplementary Conditions.

If you fail to execute said Agreement and to furnish said Bonds within five (5) days (Saturdays, Sundays and legal holidays excluded) from the date of this notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid Form as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

NOTICE OF AWARD
00500-1

6871

Dated this JAN. 10. 2024 day of _____, 20__

OWNER: Town of West Newbury, Massachusetts

By [Signature] Chair
(Authorized Signature) (Title)

By [Signature] Commissioner
(Authorized Signature) (Title)

By [Signature] Commissioner
(Authorized Signature) (Title)

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by Defelice Corp. this the

22nd day of January, 2024

By [Signature] President
(Authorized Signature) (Title)

Gregoire Defelice III

END OF SECTION



TATA & HOWARD

January 15, 2024

Mr. Mark Marlowe, Water Superintendent
West Newbury Water Department
381 Main Street
West Newbury, MA 01985

Subject: Agreement for Construction Administration and Resident Project
Representation Services
Church Street and Prospect Street Water Main Replacement
T&H No. 7471

Dear Mr. Marlowe:

We have prepared this Agreement for construction administration and resident project representation services for the construction of approximately 7,700 linear feet of new 8-inch diameter ductile iron water main in Church Street from Main Street to north of the intersection with Prospect Street and in Prospect Street from Main Street to Church Street (the Project). Our agreement with you consists of this letter, which includes the Scope of Services, Time of Performance, Compensation, and our Standard Agreement Terms. If this Agreement meets your approval, please sign and date this letter and return one copy to us.

1. EMPLOYMENT OF ENGINEER

The Town of West Newbury (OWNER) hereby engages Tata & Howard, Inc. (ENGINEER) and ENGINEER hereby agrees to perform the services as set forth below in accordance with the terms of this Agreement.

2. SCOPE OF BASIC SERVICES

The scope of Basic Services provided by the ENGINEER shall consist of:

2.1 CONSTRUCTION ADMINISTRATION SERVICES

- 2.1.1. Prepare for and attend a preconstruction conference with the OWNER and the Construction Contractor.
- 2.1.2. Provide consultation and advice on construction matters including periodic visits to the site by the Project Manager and/or Project Engineer to observe

Tata & Howard
67 Forest Street | Marlborough, MA 01752
T: 508-303-9400 | F: 508-449-9400
www.tataandhoward.com

Other Offices
MA | NH | CT | AZ

the progress and quality of the executed work and to determine if the work is proceeding in general accordance with the contract documents. Under this Article, a maximum of four (4) person-days in trips will be furnished. Based on information obtained during such visits and on such observations, ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and ENGINEER shall keep OWNER informed of the progress of work. The ENGINEER will not be responsible for and will not have control or charge of the construction methods, means, techniques, sequences or procedures selected by the Contractor, or the safety precautions and programs incident thereto. Such visits shall not make the ENGINEER responsible for the Contractor's failure to perform all work in accordance with the construction contract documents.

- 2.1.3. Review shop drawings, diagrams, illustrations, samples and schedules, the results of tests and inspections, and other data which the Contractor is required to submit to demonstrate conformance with the design concept of the Project. Such reviews and approvals or other actions shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. ENGINEER shall evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor.
- 2.1.4. Issue all instructions of the OWNER to the Contractor and issue necessary interpretations and clarifications of the Contract Document. Review and respond to Requests for Information (RFIs) submitted by the Contractor during the construction period. A total of three (3) RFIs have been budgeted for this task.
- 2.1.5. Provide services of the home office staff to evaluate proposed change orders (PCOs) and negotiate and prepare required information for processing PCOs determined to be valid. Several PCOs may be combined into a single Change Order (CO) for formal approval by the OWNER and the Contractor. A total of three (3) PCOs have been budgeted for this task.
- 2.1.6. Have authority, as the OWNERs representative, to require special inspections or testing of the work, act as interpreter of requirements of Contract Documents and judge the acceptability of the work thereunder; but ENGINEER shall not be liable for the results of any such interpretation or any decision rendered by it in good faith.
- 2.1.7. Review, and if appropriate, based upon on-site observation and review of material submitted, recommend approval of progress payments requests to the Construction Contractor. ENGINEER's review of progress payment



request shall be based on ENGINEER's on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amounts owed to Contractor and recommend, in writing, payments to Contractor in such amounts; such recommendations of payment will constitute a representation to OWNER, based on observations and review, that the work has progressed to the point indicated, that, to the best of ENGINEER's knowledge, information and belief, the quality of such work is in accordance with the Contract Documents (subject to an evaluation of such work as a functioning Project upon Substantial Completion, to the result of any subsequent tests called for in the Contract Documents, and to any qualifications stated in ENGINEER's recommendation), and that payment of the amount recommended is due Contractor; but by recommending any payment ENGINEER will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by ENGINEER to check the quality or quantity of the work or to review the means, methods, sequences, techniques or procedures of construction or safety precautions or programs incident thereto or that ENGINEER has made an examination to ascertain how or for what purposes any Contractor has used the monies paid on account of the contract price, or that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances, or that Contractor has completed their work exactly in accordance with the Contract Documents. A total of ten (10) progress payments have been budgeted for this task.

- 2.1.8. Make a final technical review of the Project. If requested, the final review will be made in company with the OWNER's representatives. After receiving written notification from Contractor in accordance with the Contract Documents, ENGINEER shall observe the work to determine if the work is substantially complete and to determine if the completed work is acceptable so that the ENGINEER may recommend, in writing, final payment to Contractor and may give written notice to OWNER and Contractor that the work is acceptable (subject to any conditions therein expressed), but any such recommendations and notice shall be subject to the limitations expressed in paragraph 7. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or subcontractors, or suppliers, or any of the Contractor's or subcontractor's or supplier's agents or employees or any other persons (except ENGINEER's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor's work.
- 2.1.9. ENGINEER shall prepare and furnish two sets of reproducible "Record Drawings", prints of Drawings showing those changes made by the

Contractor during construction, based on the marked-up prints, drawings, and other data furnished by the Contractor and the OWNER to the ENGINEER and which the ENGINEER considers significant and tie cards. A maximum of 72 person hours have been budgeted for this task to draft, review, and approve "Record Drawings".

2.2 RESIDENT PROJECT REPRESENTATION SERVICES

A Resident Project Representative will be furnished and directed by the ENGINEER to provide reports on the progress of work and the Contractors general compliance or non-compliance with the contract terms through on-site observations of the work. A total of 1,100 person-hours has been budgeted for full-time resident observation for this project. The Resident Project Representative will:

- 2.2.1. Review the progress schedule, schedule of Shop Drawing submissions and schedule of values prepared by Contractor and consult with ENGINEER concerning their applicability.
- 2.2.2. Attend preconstruction conference and arrange a schedule of progress meetings and other job conferences as required in consultation with ENGINEER and notify in advance those expected to attend. Attend meetings and maintain and circulate copies of minutes. A total of four (4) progress meetings have been budgeted for this task.
- 2.2.3. Serve as ENGINEER liaison with Contractor, working principally through Contractor's designated on-site representative and assist him in understanding the intent of the Contract Documents. Assist ENGINEER in serving as OWNER's liaison with Contractor when Contractor's operations affect OWNER's on-site operations. Assist in obtaining from OWNER additional details or information when required at the job site for proper execution of the work.
- 2.2.4. Conduct on-site observations as necessary of the work in progress, to determine if the work is proceeding in general accordance with the Contract Documents and the complete work will conform to the Contract Documents. Report (within 24 hours) to ENGINEER who in turn notifies OWNER within 24 hours whenever any work is unsatisfactory, faulty, or defective, or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any tests or approvals required to be made; and advise ENGINEER when he believes work should be corrected or rejected or should be uncovered for observation, or requires special testing or approval. Record and advise the Contractor of work failing to meet the Contract requirements. Verify that tests conducted as required by the Contract Documents and in the presence of

the required personnel, and that the Contractor maintains adequate records thereof; observe, record, and report to ENGINEER appropriate details relative to the test procedures. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the outcome of these inspections, and report to ENGINEER.

- 2.2.5. Transmit to Contractor clarification and interpretation of the Contract Documents as issued by ENGINEER.
- 2.2.6. Consider and evaluate Contractor's suggestions for modifications in Drawings and Specifications and report them with recommendations to ENGINEER.
- 2.2.7. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings, and sample submissions, reproductions of original Contract Documents including all addenda, change orders, field orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, and other project related documents. Keep a diary or a log book, recording hours on the job site, weather conditions, data relative to questions of extras or deductions, list of principal visitors, daily activities, decisions, and observations in general and specific observations in more detail as in the case of observing test procedures. Send copies to ENGINEER and OWNER. Record names, addresses and telephone numbers of all Contractors, subcontractors, and major suppliers of equipment and materials.
- 2.2.8. Furnish ENGINEER and OWNER periodic reports as required of progress of the work and of Contractor's compliance with the approved progress schedule and schedule of Shop Drawing submissions. Consult with ENGINEER in advance of scheduled major tests or the start of important phases of the work. Prepare Change Orders and Extra Work Orders, obtaining all backup material. Recommend to ENGINEER and OWNER Change Orders, Extra Work Orders, and field changes.
- 2.2.9. Review Application for Payment with Contractor for compliance with the established procedure for the submission and forward them with recommendations to ENGINEER, noting particularly their relation to the schedule of values, work completed, and material and equipment delivered at the site, but not incorporated into the work.
- 2.2.10. Before OWNER issues a Certificate of Substantial Completion submit to Contractor a list of observed items requiring correction or completion. Conduct final observation in the company of ENGINEER, OWNER, and

Contractor and prepare a final list of items to be corrected. Verify that all items on final list have been completed or corrected and make recommendations to OWNER concerning acceptance.

2.2.11. Limitations of Authority: Resident Project Representative

2.2.11.1 Shall not authorize any deviations from the Contract Documents or approve any substitute materials or equipment unless authorized by ENGINEER.

2.2.11.2 Shall not undertake any of the responsibilities of Contractor, subcontractors, or Contractor's superintendent.

2.2.11.3 Shall not expedite work for the Contractor.

2.2.11.4 Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents

2.2.11.5 Shall not advise or issue directions as to safety precautions and programs in connection with the work.

2.2.11.6 Shall not authorize OWNER to occupy the Project in whole or part.

2.2.11.7 Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

2.2.11.8 Shall not exceed limitations, on ENGINEER's authority as set forth in the Contract Documents

Performance of the services outlined in this section 2.2, will not guarantee Contractor's performance, but it endeavors to protect OWNER against defects and deficiencies in the work and to verify compliance with the Contract Documents. Nothing in section 2.2 relieves Contractor of its independent obligations under its contract with OWNER. In performing his services, the ENGINEER shall not be responsible for the Contractor's failure to perform the construction work in accordance with the Contract Documents, including all addenda, in or for the Contractor's construction methods or procedures, or the safety precautions or program incident thereto.

3. TIME OF PERFORMANCE

- 3.1 ENGINEER shall complete the scope of services described in Section 2 above within 535 days of the receipt of this Agreement executed by OWNER.

4. COMPENSATION

- 4.1 OWNER shall pay ENGINEER for Basic Services rendered under Section 2.1, an amount equal to ENGINEER's salary cost times a multiplier of 2.5 to cover overhead and profit, plus reimbursable expenses times a multiplier of 1.1 for a not to exceed total of Eighty-Four Thousand One Hundred Dollars (\$84,100). The not to exceed total shall not be increased without an amendment to this Agreement.
- 4.2 OWNER shall pay ENGINEER for Basic Services rendered under Section 2.2 above an amount equal to ENGINEER's salary cost times a multiplier of 2.3 to cover overhead and profit, plus reimbursable expenses times a multiplier of 1.1 for a not to exceed total of One Hundred Twenty-Four Thousand Four Hundred Dollars (\$124,400). The not to exceed total shall not be increased without an amendment to this Agreement.
- 4.3 Additional Services. OWNER shall pay ENGINEER for Additional Services rendered under Section 4 in the Standard Agreement Terms by paying ENGINEER for salary costs times a multiplier of 2.5 to cover overhead and profit, plus reimbursable expenses times a multiplier of 1.1.

5. STANDARD AGREEMENT TERMS AND EXHIBITS

- 5.1 The attached Standard Agreement Terms are incorporated as an integral part of this Agreement.

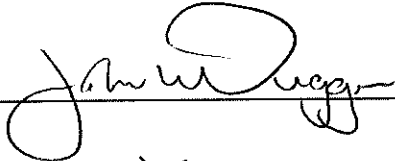
This Agreement, together with the Standard Agreement Terms, constitutes the entire agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings, contracts, or agreements relative to the Project. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument executed by both parties.

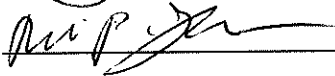
Mr. Mark Marlowe, Water Superintendent
West Newbury Water Department

January 15, 2024
Page 8

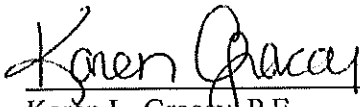
IN WITNESS WHEREOF, the ENGINEER and OWNER have executed this Agreement
as of the Effective Date written below.

OWNER:
BOARD OF WATER COMMISSIONERS
TOWN OF WEST NEWBURY, MA





ENGINEER:
TATA & HOWARD, INC.



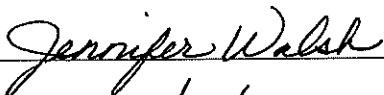
Karen L. Gracey, P.E.
Co- President

Effective Date: 1-18-24

APPROVED AS TO AVAILABILITY OF FUNDS

I certify that funds are available for this Agreement.

TOWN ACCOUNTANT



Date: 1/18/2024



Standard Agreement Terms

The following Standard Agreement Terms, together with the letter Agreement attached hereto, constitute the terms of the Agreement between Tata & Howard, Inc. ("ENGINEER") and "OWNER", as named in the letter Agreement, with respect to the performance of both basic services and any additional services.

1. Scope of Services

ENGINEER, as an independent representative of OWNER, shall perform the engineering services described in the attached letter Agreement. ENGINEER will serve as OWNER's professional engineering representative for the Project and will provide professional engineering consultation and advice including civil and environmental engineering services customary thereto.

If ENGINEER's scope of services includes the performance of any services during the construction phase of the Project, ENGINEER shall not be responsible for and will have no liability for supervising or directing the contractors' means, methods, techniques, sequences, or procedures of construction or for site safety. Neither shall ENGINEER be responsible for or have liability for the contractors' failure to construct the Project consistent with ENGINEER's plans and specifications.

2. Standard of Care

ENGINEER will perform its services under this Agreement consistent with the level of care and skill ordinarily used by members of the profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no other warranties, express or implied, concerning its services under this Agreement or otherwise.

3. OWNER's Responsibilities

OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER:

3.1 Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement.

3.2 Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the construction contract documents.

3.3 Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to existing conditions, design and/or construction of the Project.

3.4 Furnish to ENGINEER, as required for the performance of ENGINEER's Basic Services including without limitation borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restrictions; and other special data or consultations, all of which ENGINEER shall be entitled to use and rely upon with respect to the accuracy and completeness thereof, in performing services under this Agreement.

3.5 Acquire all necessary easements, rights of way, land takings and arrange for access to and make all provisions for ENGINEER and his subconsultants to enter upon public and private property as required for ENGINEER to perform his services.

3.6 Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER; obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination; and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

3.7 Secure and maintain all necessary approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

3.8 Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, and such legal services as OWNER may require or ENGINEER may reasonably request with regard to issues pertaining to the Project.

3.9 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services.

3.10 Furnish, or direct ENGINEER to provide, necessary Additional Services.

3.11 Provide ENGINEER with reasonable and prompt access to the Project site for activities necessary for ENGINEER's performance of services.

3.12 Bear all costs incident to compliance with requirements of this Section 3.

4. Additional Services

If authorized in writing by OWNER, ENGINEER shall provide Additional Services of the types listed below. These services are not included as part of the Section 2 (Scope of Services) of the letter Agreement and will be paid for as indicated in Section 4 (Compensation) of the letter Agreement.

4.1 Services resulting from significant changes in the scope, extent, character of the Project, or the Project's design requirements, including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction, or method of financing.

4.2 Revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond ENGINEER's control.

4.3 Services during out-of-town travel required of ENGINEER other than visits to the Project site or OWNER's office as required by Section 2 of the letter Agreement.

4.4 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration, or other legal or administrative proceeding involving the Project.

4.5 Additional services in connection with the Project, including services normally furnished by OWNER and services not otherwise provided for in this Agreement.

4.6 Services not explicitly described or included in this Agreement as Basic Services will be considered Additional Services.

5. Reimbursable Expenses

Normal reimbursable expenses will be billed at 1.10 times the amount expended. Reimbursable expenses include expenses associated with the Project including but not limited to: travel, transportation, meals and lodging; printing, copying and handling of documents; telephone calls and other communications charges; postage and delivery; equipment and labor for tests; consultants and computer charges not considered part of the basic fee; and all costs involved in securing approval of authorities having jurisdiction over the Project.

6. Payment and Terms; Suspension of Services

ENGINEER will invoice OWNER on a monthly basis for services provided the prior month, OWNER agrees to pay ENGINEER within 30 calendar days of the invoice date. Compensation due ENGINEER shall

Standard Agreement Terms

not be subject to retainage by OWNER. If OWNER fails to make payment within 30 calendar days of the invoice date, a finance charge of 1% per month (12% annually) shall be added to the amounts due. In addition, if OWNER fails to make payment when due to ENGINEER, ENGINEER may upon seven days written notice to OWNER suspend performance of services under this Agreement. Unless payment in full is received by ENGINEER within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, ENGINEER shall have no liability to OWNER for delay or damage experienced by OWNER because of such suspension of services.

7. Limitation of Liability

OWNER agrees to limit ENGINEER's liability to OWNER for or on account of all claims and/or damages of any nature whatsoever caused by or arising out of ENGINEER's performance of its services, such that the total aggregate liability of ENGINEER for any and all claims and/or damages of any nature whatsoever, arising out of the performance of ENGINEER's services on the Project, shall not exceed ENGINEER's available insurance coverage.

8. Indemnification

ENGINEER agrees to indemnify and hold OWNER, its directors, shareholders, employees, and assigns harmless from and against all claims, damages, causes of actions, and fines but solely to the extent such claims, damages, causes of actions, and fines are caused by or arise out of ENGINEER's negligent acts or negligent omissions and/or breach of this Agreement.

OWNER agrees to indemnify and hold ENGINEER, its directors, shareholders, employees, and assigns harmless from and against all claims, damages, causes of actions, and fines but solely to the extent such claims, damages, causes of actions, and fines are caused by or arise out of OWNER's negligent acts or negligent omissions and/or breach of this Agreement.

9. Termination

This Agreement may be terminated by either party seven days following receipt of written termination notice from one party to the other. In either case, all amounts for services and reimbursable expenses due as of the date of receipt of cancellation notice shall be paid to ENGINEER within 30 days from the date of ENGINEER's final invoice following notice of termination.

10. Reuse of Documents

All documents prepared by ENGINEER pursuant to this Agreement are instruments of service in respect of the Project and ENGINEER retains all rights in and ownership of said documents. ENGINEER's documents are not intended or represented to be suitable for reuse by OWNER or others on extension of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER; and OWNER shall defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom.

11. Insurance

ENGINEER is protected by Workmen's Compensation, General Liability and Professional Liability Insurance, and will furnish information and certificates upon request.

12. Opinions of Probable Construction Cost

ENGINEER's opinions (if any) of probable Construction Cost are to be made on the basis of ENGINEER's experience, qualifications, and general familiarity with the construction industry. However, because ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

13. Indemnity Obligations

ENGINEER's indemnity obligations arising from this contract, if any, shall cease six years following the substantial completion of the project or at the end of the applicable statute of repose, whichever date is later in time.

14. Successors and Assigns

OWNER and ENGINEER each binds himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

15. Controlling Law

This Agreement is to be governed by the law in which the project is located.

16. Effective Date

This Agreement will become effective upon the date entered on the signature page of the letter Agreement.

17. Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address in the letter Agreement. All notices shall be effective upon the date of receipt.

18. Consequential Damages

OWNER and ENGINEER agree that neither party shall be liable to the other for any consequential damages incurred due to the acts, errors, or omissions of the other. Consequential damages include but are not limited to loss of use, loss of profit, delay damages and/or impact on financing.

19. Dispute Resolution

OWNER and ENGINEER agree that unless they agree in writing to the contrary all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation as a condition precedent to legal proceedings.

20. Work Schedule

ENGINEER will endeavor to complete its services within the estimated schedule in the Agreement. IF ENGINEER is obstructed or delayed by any act of OWNER or of OWNER's employees, contractors, or agents, or by any act beyond the control of ENGINEER, including but not limited to weather, illness, strikes, delay caused by approving agencies, then the scheduled date for completion of the services will be extended, and if appropriate, ENGINEER's compensation will be equitably adjusted.



December 27, 2023

Mr. Mark Marlowe, Water Superintendent
West Newbury Water Department
381 Main Street
West Newbury, MA 01985

RECEIVED
JAN 02 2024
TOWN MANAGER
TOWN OF WEST NEWBURY

Subject: Recommendation of Award
Church Street and Prospect Street Water Main Replacement
T&H No. 6871

Dear Mr. Marlowe:

Sealed bids for the subject project were received at the West Newbury Town Hall until 10:00 AM local time, on Wednesday, December 20, 2023, at which time bids were publicly opened and read aloud. The "Advertisement for Bids" was properly published in the Newburyport Daily News newspaper on Friday, December 1, 2023.

A total of six bids were received for the project. Bids were received from the following firms with total bid prices as indicated. The Canvass of Bids, summarizing unit costs for all six bids, is attached to this letter.

<u>Bidder</u>	<u>Base Bid Amount</u>
DeFelice Corp.	\$1,821,191.00
N. Granese & Sons, Inc.	\$1,887,252.30
Joseph P. Cardillo & Son, Inc.	\$1,955,402.80
Albanese D&S, Inc.	\$1,995,722.35
N. Cibotti, Inc.	\$2,152,915.65
J. Tropeano, Inc.	\$2,853,550.00

Tata & Howard, Inc. has reviewed the bids and checked appropriate references, and we are of the opinion that DeFelice Corp., 28 Silva Lane, Dracut, MA 01826, is the lowest responsible and eligible bidder. We hereby recommend that the Contract be awarded to said company in an

Tata & Howard
67 Forest Street | Marlborough, MA 01752
T: 508-303-9400 | F: 508-449-9400
www.tataandhoward.com

Other Offices
MA | NH | CT | AZ

amount equal to One Million Eight Hundred Twenty-One Thousand One Hundred Ninety-One Dollars and Zero Cents (\$1,821,191.00).

If you concur with our recommendation, please sign and forward six (6) copies of the enclosed Notice of Award to the appropriate officials for execution and return all original copies to our office. Upon receipt of DeFelice Corp.'s bonds and insurance information, we will forward to you six (6) original copies of the Contract Agreement and Notice to Proceed for your signature. All original bids will be returned to you by mail so they may be retained on file at Town Hall.

Please contact us should you have any questions or require additional information.

Sincerely,

TATA & HOWARD, INC.



Jon W. Gregory, P.E.
Vice President

Enclosures

SECTION 00500
NOTICE OF AWARD

RECEIVED
JAN 02 2024
TOWN MANAGER
TOWN OF WEST NEWBURY
DATED: _____

TO: DeFelice Corp.

(Bidder)
ADDRESS: 28 Silva Lane, Dracut, MA 01826

OWNER: Town of West Newbury, Massachusetts
ADDRESS: 381 Main Street, West Newbury, Massachusetts 01985
FOR CHURCH STREET AND PROSPECT STREET WATER MAIN REPLACEMENT

Owner has considered the Bid Form submitted by you for the above described Work in response to its Advertisement for Bids dated December 1, 2023 and Instructions to Bidders.

The Contract Price of your contract is:

One Million Eight Hundred Twenty-One Thousand One Hundred Ninety-One Dollars

(\$1,821,191.00).

Six (6) copies of the proposed Contract Documents accompany this Notice of Award.

You must comply with the following conditions precedent within five (5) days, Saturdays, Sundays and legal holidays excluded, of the date of this Notice of Award.

1. You must deliver to the Owner six (6) fully executed counterparts of the Agreement including all the Contract Documents. Each of the Contract Documents must bear your signature on the cover page.
2. You must deliver with the executed Contract Documents, the Contract Security (Bonds, and Certificates of Insurance) as specified in the Instructions to Bidders, General Conditions, and Supplementary Conditions.

If you fail to execute said Agreement and to furnish said Bonds within five (5) days (Saturdays, Sundays and legal holidays excluded) from the date of this notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid Form as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

NOTICE OF AWARD
00500-1

6871

Dated this _____ day of _____, 20__

OWNER: Town of West Newbury, Massachusetts

By _____
(Authorized Signature) (Title)

By _____
(Authorized Signature) (Title)

By _____
(Authorized Signature) (Title)



ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by Defelice Corp. this the
_____ day of _____, 20__

By _____
(Authorized Signature) (Title)

END OF SECTION

Water Superintendent

From: Steven Daunais <sdaunais@tataandhoward.com>
Sent: Wednesday, January 3, 2024 10:37 AM
To: Water Superintendent; WNWater
Cc: Jon Gregory
Subject: West Newbury Water Main

Mark,

Per our conversation, the water main costs are in the table below. The costs include Defelice's bid price, a 5% contingency, and construction admin and resident costs.

Water Main Contract – Defelice Corp.	\$1,821,191
Contingency (5%)	\$91,060
Construction Administration	\$84,100
Resident Project Representation	\$124,400
Total	\$2,120,751

Let us know if you have any questions.

Steven Daunais, P.E. (MA)

Project Manager



TATA & HOWARD

67 Forest Street
Marlborough, MA 01752
D: (508) 925-7569
C: (617) 840-5053

Help save the environment: think before you print.

Confidentiality Notice: This message, including any attachments is intended only for the designated recipient(s). It may contain confidential or proprietary information and may be subject to legal privileges. If you are not the intended recipient, you may not use, distribute, or copy any portion of or attachment to this message. If you have received this message in error, please notify the sender, delete the message, and destroy any copies. Thank you.

Canvass of Bids
Church Street and Prospect Street Water Main Replacement
West Newbury, Massachusetts

Bid Opening: December 20, 2023, 10:00 AM

Item No.	Est. Quantity	Units	Item Description	Defelice Corp.		N. Granese & Sons, Inc.		Joseph P. Cardillo & Son, Inc.		Albanese D&S, Inc.		N. Cibotti, Inc.		J. Tropeano, Inc.	
				Unit Price	Price	Unit Price	Price	Unit Price	Price	Unit Price	Price	Unit Price	Price	Unit Price	Price
1	1	LS	Mobilization/Demobilization	\$ 75,000.00	\$ 75,000.00	\$ 50,000.00	\$ 50,000.00	\$ 85,000.00	\$ 85,000.00	\$ 82,000.00	\$ 82,000.00	\$ 75,000.00	\$ 75,000.00	\$ 125,000.00	\$ 125,000.00
2	30	CY	Test Pits	\$ 50.00	\$ 1,500.00	\$ 0.01	\$ 0.30	\$ 50.00	\$ 1,500.00	\$ 0.01	\$ 0.30	\$ 0.01	\$ 0.30	\$ 325.00	\$ 9,750.00
3	200	CY	Excavation Below Grade	\$ 27.00	\$ 5,400.00	\$ 0.01	\$ 2.00	\$ 0.01	\$ 2.00	\$ 0.01	\$ 2.00	\$ 0.01	\$ 2.00	\$ 70.00	\$ 14,000.00
4	100	CY	Rock Removal	\$ 210.00	\$ 21,000.00	\$ 50.00	\$ 5,000.00	\$ 100.00	\$ 10,000.00	\$ 50.00	\$ 5,000.00	\$ 220.00	\$ 22,000.00	\$ 215.00	\$ 21,500.00
5	5000	LB	Fittings and Appurtenances	\$ 0.01	\$ 50.00	\$ 0.01	\$ 50.00	\$ 0.01	\$ 50.00	\$ 0.01	\$ 50.00	\$ 0.01	\$ 50.00	\$ 7.00	\$ 35,000.00
6	250	LF	6-Inch Ductile Iron Pipe	\$ 142.00	\$ 35,500.00	\$ 50.00	\$ 12,500.00	\$ 100.00	\$ 25,000.00	\$ 130.00	\$ 32,500.00	\$ 0.01	\$ 2.50	\$ 175.00	\$ 43,750.00
7	7400	LF	8-Inch Ductile Iron Pipe	\$ 104.69	\$ 774,706.00	\$ 131.00	\$ 969,400.00	\$ 120.00	\$ 888,000.00	\$ 130.00	\$ 962,000.00	\$ 155.00	\$ 1,147,000.00	\$ 195.00	\$ 1,443,000.00
8	30	LF	10-Inch Ductile Iron Pipes	\$ 374.00	\$ 11,220.00	\$ 160.00	\$ 4,800.00	\$ 0.01	\$ 0.30	\$ 130.00	\$ 3,900.00	\$ 0.01	\$ 0.30	\$ 90.00	\$ 2,700.00
9	50	LF	12-Inch Ductile Iron Pipes	\$ 245.00	\$ 12,250.00	\$ 180.00	\$ 9,000.00	\$ 0.01	\$ 0.50	\$ 130.00	\$ 6,500.00	\$ 0.01	\$ 0.50	\$ 95.00	\$ 4,750.00
10	1350	LF	1-Inch Service Tubing	\$ 9.00	\$ 12,150.00	\$ 5.00	\$ 6,750.00	\$ 50.00	\$ 67,500.00	\$ 130.00	\$ 175,500.00	\$ 50.00	\$ 67,500.00	\$ 125.00	\$ 168,750.00
11	14	EA	Hydrants	\$ 9,500.00	\$ 133,000.00	\$ 7,500.00	\$ 105,000.00	\$ 8,000.00	\$ 112,000.00	\$ 5,300.00	\$ 74,200.00	\$ 7,000.00	\$ 98,000.00	\$ 7,500.00	\$ 105,000.00
12	15	EA	6-Inch Gate Valves and Boxes	\$ 3,500.00	\$ 52,500.00	\$ 2,500.00	\$ 37,500.00	\$ 2,000.00	\$ 30,000.00	\$ 6,000.00	\$ 90,000.00	\$ 2,500.00	\$ 37,500.00	\$ 4,000.00	\$ 60,000.00
13	16	EA	8-Inch Gate Valves and Boxes	\$ 4,500.00	\$ 72,000.00	\$ 4,500.00	\$ 72,000.00	\$ 4,000.00	\$ 64,000.00	\$ 6,000.00	\$ 96,000.00	\$ 3,500.00	\$ 56,000.00	\$ 4,000.00	\$ 64,000.00
14	4	EA	12-Inch Gate Vales and Boxes	\$ 10,500.00	\$ 42,000.00	\$ 5,500.00	\$ 22,000.00	\$ 10,000.00	\$ 40,000.00	\$ 10,000.00	\$ 40,000.00	\$ 11,000.00	\$ 44,000.00	\$ 17,500.00	\$ 70,000.00
15	58	EA	1-Inch Corporation Stop	\$ 1,850.00	\$ 107,300.00	\$ 2,000.00	\$ 116,000.00	\$ 1,500.00	\$ 87,000.00	\$ 1,000.00	\$ 58,000.00	\$ 1,200.00	\$ 69,600.00	\$ 325.00	\$ 18,850.00
16	58	EA	1-Inch Curb Stop and Box	\$ 280.00	\$ 16,240.00	\$ 300.00	\$ 17,400.00	\$ 500.00	\$ 29,000.00	\$ 300.00	\$ 17,400.00	\$ 1,000.00	\$ 58,000.00	\$ 275.00	\$ 15,950.00
17	5310	LF	Environmental Controls (Straw Wattles)	\$ 10.00	\$ 53,100.00	\$ 5.00	\$ 26,550.00	\$ 10.00	\$ 53,100.00	\$ 7.00	\$ 37,170.00	\$ 6.00	\$ 31,860.00	\$ 5.00	\$ 26,550.00
18	5250	LF	Temporary Trench Pavement (Town and MassDOT Jurisdiction)	\$ 12.80	\$ 67,200.00	\$ 16.00	\$ 84,000.00	\$ 20.00	\$ 105,000.00	\$ 10.00	\$ 52,500.00	\$ 14.00	\$ 73,500.00	\$ 30.00	\$ 157,500.00
19	5150	LF	Permanent Trench Pavement (Town Jurisdiction)	\$ 32.50	\$ 167,375.00	\$ 32.00	\$ 164,800.00	\$ 35.00	\$ 180,250.00	\$ 20.00	\$ 103,000.00	\$ 36.00	\$ 185,400.00	\$ 50.00	\$ 257,500.00
20	100	LF	MassDOT Permanent Trench Pavement (7.5-Inches)	\$ 62.00	\$ 6,200.00	\$ 70.00	\$ 7,000.00	\$ 130.00	\$ 13,000.00	\$ 100.00	\$ 10,000.00	\$ 150.00	\$ 15,000.00	\$ 125.00	\$ 12,500.00
21	100	LF	MassDOT Mill and Overlay	\$ 30.00	\$ 3,000.00	\$ 200.00	\$ 20,000.00	\$ 125.00	\$ 12,500.00	\$ 100.00	\$ 10,000.00	\$ 175.00	\$ 17,500.00	\$ 200.00	\$ 20,000.00
22	1	LS	Culvert Crossing	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 5,000.00	\$ 5,000.00	\$ 20,000.00	\$ 20,000.00	\$ 40,000.00	\$ 40,000.00
23	5	EA	Repair and Replace Existing Drain Conflicts	\$ 500.00	\$ 2,500.00	\$ 1,500.00	\$ 7,500.00	\$ 500.00	\$ 2,500.00	\$ 0.01	\$ 0.05	\$ 0.01	\$ 0.05	\$ 500.00	\$ 2,500.00
24	1	ALL	Uniformed Police Officers	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00
25	1	ALL	Price Adjustment: Hot Mix Asphalt Mixtures	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
26	1	ALL	Price Adjustment: Fuel	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
TOTAL BID AMOUNT					\$ 1,821,191.00		\$ 1,887,252.30		\$ 1,955,402.80		\$ 1,995,722.35		\$ 2,152,915.65		\$ 2,853,550.00

Angus Jennings

From: Angus Jennings
Sent: Friday, April 12, 2024 5:30 PM
To: Mark Marlowe; WNWater; Bob Janes (icepick185@gmail.com); Jack Duggan; Corcoran, Larry
Cc: jgregory@tataandhoward.com; Steven Daunais; Highway; Michael Dwyer; Executive Assistant; Selectboard
Subject: FW: <External>RE: Rocks Village Bridge Repairs
Attachments: SPS New England - Request for Construction Laydown Area at Rocks Village Bridge.pdf

Mark/BOWC,

We thought it may be helpful to provide DeFelice Corp the info below/attached, since this was a somewhat recent request comparable to what I understand DeFelice intends to request from the Board at the meeting they recently posted for next Wednesday, April 17th at 7pm (agenda [here](#)).

The attached request from the contractor repairing the Rocks Village Bridge was approved by the Board, once the Board's questions and some details were worked out. The [May 9, 2022 meeting minutes](#) show this at Item E.

Hope this helps,
Angus

Angus Jennings, Town Manager
Town of West Newbury
Town Office Building
381 Main Street
West Newbury, MA 01985
(978) 363-1100 x111
townmanager@wnewbury.org

From: Giulio Pellegrini <gpellegrini@spsne.com>
Sent: Friday, May 6, 2022 2:47 PM
To: DPW Director <dpwdirector@wnewbury.org>; Town Manager <townmanager@wnewbury.org>
Cc: Alex Santini <asantini@spsne.com>
Subject: RE: <External>RE: Rocks Village Bridge Repairs

See attached. Please send meeting invite if this is on the Select Board meeting for Monday next week.

From: DPW Director <dpwdirector@wnewbury.org>
Sent: Friday, May 6, 2022 7:56 AM
To: Town Manager <townmanager@wnewbury.org>; Giulio Pellegrini <gpellegrini@spsne.com>
Cc: Alex Santini <asantini@spsne.com>
Subject: RE: <External>RE: Rocks Village Bridge Repairs

Giulio,

As the Town Manager stated, I think a letter to the Select Board including the following information would be helpful. Being able to attend, at least by zoom would answer any questions they may have and hopefully get approval that same night.

Some information that should be included in your letter of request.

1. Duration of work. Start date and end date.
2. Boat access to the ramp will be available and unobstructed at all times.
3. Fishing will be allowed in the area. Parking on Bridge Street will be maintained.
4. Will be using typical construction fencing.
5. Include plan showing the roadway only and not the Ferry Park grass area.

Wayne

Wayne S. Amaral
Director of Public Works / CPO
Tree Warden, MCPPO

Town of West Newbury
381 Main Street
West Newbury, MA 01985
(978) 363-1100 x120
dpwdirector@wnewbury.org

From: Town Manager <townmanager@wnewbury.org>
Sent: Thursday, May 05, 2022 2:55 PM
To: Giulio Pellegrini <gpellegrini@spsne.com>; DPW Director <dpwdirector@wnewbury.org>
Cc: Alex Santini <asantini@spsne.com>
Subject: RE: <External>RE: Rocks Village Bridge Repairs

Giulio,

When the Select Board reviewed this request most recently, your firm wasn't yet under contract with MassDOT. Now that you're ready to move forward, I think the best way to get this request over the finish line is to email us a letter, directed to the Select Board, for inclusion in the meeting packet for their upcoming meeting on May 9th (beginning at 7pm). I recommend that someone from your firm participate in the meeting. It is an in-person meeting, but participation via zoom is also available.

Wayne will follow up as well –

Thanks,
Angus

Angus Jennings, Town Manager
Town of West Newbury
Town Office Building
381 Main Street
West Newbury, MA 01985
(978) 363-1100 x111
townmanager@wnewbury.org

From: Giulio Pellegrini <gpellegrini@spsne.com>
Sent: Thursday, May 5, 2022 2:13 PM
To: DPW Director <dpwdirector@wnewbury.org>

Cc: Alex Santini <asantini@spsne.com>; Town Manager <townmanager@wnewbury.org>

Subject: RE: <External>RE: Rocks Village Bridge Repairs

What is the status of review? We will be starting this work very shortly.

From: DPW Director <dpwdirector@wnewbury.org>

Sent: Thursday, April 21, 2022 9:53 AM

To: Giulio Pellegrini <gpellegrini@spsne.com>

Cc: Alex Santini <asantini@spsne.com>; Town Manager <townmanager@wnewbury.org>

Subject: RE: <External>RE: Rocks Village Bridge Repairs

Giulio,

Thank you for your response, I will forward to the Select Board for their review.

Wayne

Wayne S. Amaral
Director of Public Works / CPO
Tree Warden, MCPPO

Town of West Newbury
381 Main Street
West Newbury, MA 01985
(978) 363-1100 x120
dpwdirector@wnewbury.org

From: Giulio Pellegrini <gpellegrini@spsne.com>

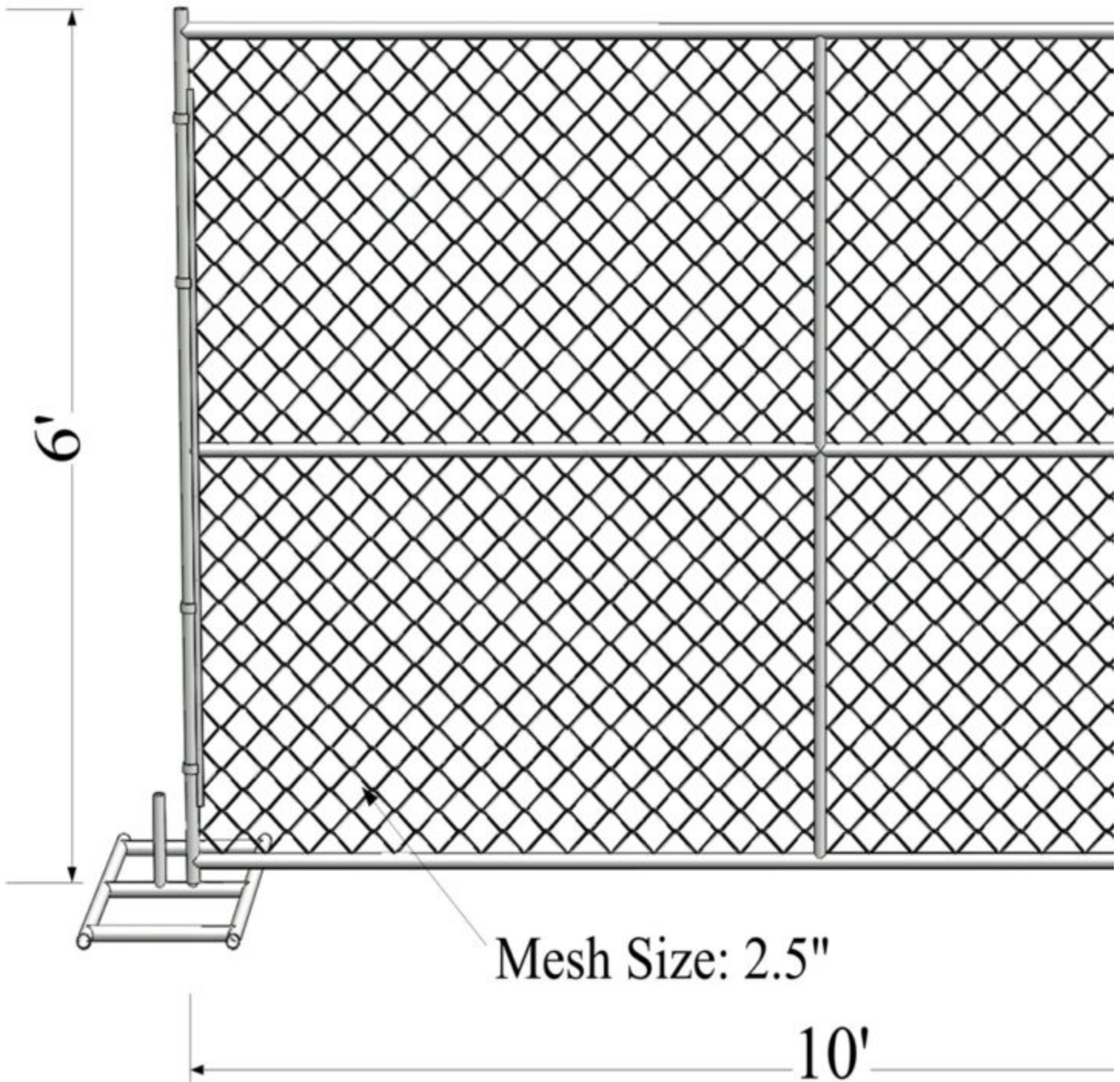
Sent: Tuesday, April 19, 2022 8:16 AM

To: DPW Director <dpwdirector@wnewbury.org>

Cc: Alex Santini <asantini@spsne.com>

Subject: RE: <External>RE: Rocks Village Bridge Repairs

1. The temporary fence detail will be similar to below with the addition of weights to hold it down.



2. No fuel storage will be at this location.
3. We will take before and after pictures of the site. We don't anticipate damaging any portions of the roadway.
4. See attached COI.

From: DPW Director <dpwdirector@wnewbury.org>
Sent: Friday, April 15, 2022 1:47 PM
To: Giulio Pellegrini <gpellegrini@spsne.com>
Cc: Alex Santini <asantini@spsne.com>
Subject: RE: <External>RE: Rocks Village Bridge Repairs

Giulio,

The select board discussed your proposal to close a section of Church Street the other night and had the following comments. If you do officially submit a request to close this section of public roadway, you should expect to respond to the following concerns in your request.

1. Need fence/ style type detail.
2. There shall be no fuel storage at this location – due to its proximity to the river.
3. Any damage done to the roadway would be repaired by the contractor. (before and after pictures should be taken by both town and contractor)
4. \$1,000,000 insurance with the Town named as additional insured.

Thanks,
Wayne

Wayne S. Amaral
Director of Public Works / CPO
Tree Warden, MCPPO

Town of West Newbury
381 Main Street
West Newbury, MA 01985
(978) 363-1100 x120
dpwdirector@wnewbury.org

From: DPW Director
Sent: Wednesday, April 06, 2022 12:26 PM
To: Giulio Pellegrini <gpellegrini@spsne.com>
Cc: Alex Santini <asantini@spsne.com>
Subject: Re: <External>RE: Rocks Village Bridge Repairs

Giulio,

This looks great. Finally, can you confirm that the access to the boat ramp will remain open during your repairs?

Wayne

On Apr 6, 2022, at 11:08 AM, Giulio Pellegrini <gpellegrini@spsne.com> wrote:

See attached revised proposal.

I can't say with confidence when this work will start or how long the work will take as we do not have a full scope and engineered repair plan yet, but I will notify you when we do have a start date.

For now, please assume this work will start in May and be a 2 month long project.

From: DPW Director <dpwdirector@wnewbury.org>
Sent: Wednesday, April 6, 2022 10:02 AM
To: Giulio Pellegrini <gpellegrini@spsne.com>
Cc: Alex Santini <asantini@spsne.com>
Subject: Re: <External>RE: Rocks Village Bridge Repairs

Can you update you plan to match my proposal?
Can we get an estimated start date and end date?

Thanks,
Wayne

On Apr 6, 2022, at 9:53 AM, Giulio Pellegrini <gpellegrini@spsne.com> wrote:

No problem, we can limit the laydown from Church St to the Merrimack.

From: DPW Director <dpwdirector@wnewbury.org>
Sent: Tuesday, April 5, 2022 2:40 PM
To: Giulio Pellegrini <gpellegrini@spsne.com>
Cc: Alex Santini <asantini@spsne.com>
Subject: <External>RE: Rocks Village Bridge Repairs

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Giulio,
Your proposal shows the use Ferry Park as a staging area. This park is loved by the Gardening Club in town and well maintained. The area is very wet during the most of the season – all stormwater run-off drains into the park. Any chance you can fit everything in the area shown on my plan attached?

Wayne

Wayne S. Amaral
Director of Public Works / CPO
Tree Warden, MCPPO

Town of West Newbury
381 Main Street
West Newbury, MA 01985
(978) 363-1100 x120
dpwdirector@wnewbury.org

From: Giulio Pellegrini <gpellegrini@spsne.com>
Sent: Tuesday, April 05, 2022 2:07 PM

To: DPW Director <dpwdirector@wnewbury.org>

Cc: Alex Santini <asantini@spsne.com>

Subject: Rocks Village Bridge Repairs

Wayne,

As discussed, we need to close a section of Church St at Bridge St for a construction laydown area adjacent to the Merrimack River.

The start date is still TBD, but wanted to get the Town's approval of the laydown area in advance.

Feel free to call me with any questions.

Thank you,
Giulio Pellegrini
Structures Maintenance
SPS New England, Inc.
(781) 258-4943

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May 6, 2022

Select Board
Town of West Newbury
381 Main Street,
West Newbury, MA 01985

To the Select Board of the Town of West Newbury,

This letter serves as a request to occupy the area between Church Street and the Merrimack River for Repairs to the Rocks Village Bridge under MassDOT Contract No. 112083. Please find the attached plan view of the area to be utilized as a laydown during construction.

Typical temporary construction fencing will be utilized to close off Church Street during construction and accompanied with road closure signs on each side of Church St.

During construction, access to the boat ramp will be available and unobstructed at all times other than when SPS is mobilizing or demobilizing equipment on or off of the Merrimack River. Fishing will be allowed in the area outside of temporary construction fencing and parking on Bridge Street will be maintained. Standard construction hours are Monday to Friday 7:00 AM to 3:30 PM

The repair plans are currently still under design and review, however SPS would like to begin mobilizing to the laydown area as early as May 16, 2022. The repair of the truss will follow shortly after, but the start time is still to be determined. It is currently anticipated the construction will be ongoing through the end of August of 2022.

Should you have any questions or require additional information, please do not hesitate to call.

Sincerely,
SPS New England, Inc.

Giulio Pellegrini
Project Manager
(781) 258-4943

