

TOWN OF NATICK MASSACHUSETTS

TO: Natick Select Board
James Errickson, Town Administrator
Jon Marshall, Deputy Town Administrator – Operations
William Spratt, Executive Director, Natick Public Works and Natick Public Facilities
John Westerling, Director, Natick Public Works
Mark Coviello, P.E., Special Projects Engineer
William McDowell, P.E., Town Engineer
John DiGiacomo, P.E., Assistant Town Engineer

FROM: Bryan R. Le Blanc, Director of Procurement

DATE: May 15, 2023

SUBJECT: CONTRACT AWARD
Lighting Upgrades – Newfield Drive

On May 11, 2023, sealed bids were received, pursuant to M.G.L. c. 30, §39M, for the lighting upgrades along Newfield Drive in the Town of Natick, Massachusetts. Bids were received from three (3) bidders. (See attached.)

Pine Ridge Technologies, Inc. is the lowest responsible and eligible bidder. We recommend that the Natick Select Board award the contract to Pine Ridge Technologies, Inc. for the complete main bid work, as provided for in the Town's Invitation for Bids. The amount of the award will be for \$266,147.00, as provided for in Pine Ridge Technologies, Inc.'s bid. We have reviewed the bids received and have checked the references and qualifications of Pine Ridge Technologies, Inc. It is our incumbent vendor for traffic signal work and has performed well. Pine Ridge Technologies, Inc. has pledged to stand by its number.

Please advise if you have any questions or require additional information.

Bids Received:	05/11/23
Newspaper Advertisement (<u>Metrowest Daily News</u>):	04/14/23
Town Hall Posting:	04/07/23
Website Posting:	04/07/23
Central Register:	04/19/23
COMMBUYS Posting:	04/07/23

Funding: \$200,000 grant monies (Account #3151622-524000)
\$66,147 monies turned back from prior road projects - accounts to be supplied by
DPW Administration.

Bids Received: See attached.

Town of Natick

IFB Opening Form

Bids - Newfield Drive Lighting Upgrades

Date & Time: May 11, 2023, 9:00 A.M. EDST

	Envelope Sealed & Marked	Bid Security 5%	Certificate of Non-Collusion	Tax Compliance Certification	Cert. of Corporate Bidder	Conflict of Interest Certificate	Signature of Bidder & Addenda	Certificate of Insurability	Compliance with MGL 151B	Certificate of Non-Debarment	Price
Company Name											
Pine Ridge, N. Reading, MA	x	x	x	x	x	x	x	x	x	x	\$266,147.00
Dagle, Wilmington, MA	x	x	x	x	x	x	x	x	x	x	\$318,883.00
Coviello, N. Reading, MA	x	x	x	x	x	x	x	x	x	x	\$398,076.41

Signed this 11th day of May 2023 under the form
 CPO Signature: Brian J. Curran 5/11/23
 Witness Signature: Brian J. Curran 5/11/23

TOWN OF NATICK, MASSACHUSETTS
SELECT BOARD

NEWFIELD DRIVE PEDESTRIAN LIGHTING

5. AGREEMENT

THIS AGREEMENT made this thirty-first day of May, in the year 2023, by and between the Town of Natick, Massachusetts, Natick Town Hall, 13 East Central Street, Natick, MA 01760 (hereinafter called OWNER), by the Natick Select Board, and Pine Ridge Technologies, Inc., 217R Main Street, North Reading, MA 01864

_____, doing business as a corporation, hereinafter called "CONTRACTOR."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, OWNER and CONTRACTOR hereby agree as follows:

ARTICLE 1. WORK

1.1. CONTRACTOR shall commence the Work as specified or indicated in the Contract Documents as defined in Article 8 herein. The Work is generally described as follows:

1.2. The NEWFIELD DRIVE PEDESTRIAN LIGHTING Project under this Contract consists of furnishing all necessary labor, materials and equipment required for street lighting installation along Newfield Drive between West Central Street (Route 135) and Silver Hill Lane. The work includes installation of pedestrian level and vehicle level street lighting as shown, conduit, foundations, street light control cabinet, power connection to an existing utility pole, and any other work as directed by the Town. The Contractor shall coordinate with the Town for the exact location of the street lights

1.3. CONTRACTOR shall furnish all materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the Project described herein.

ARTICLE 2. ENGINEER

2.1. The Project has been designed by Environmental Partners Group, LLC, who is hereinafter called ENGINEER and who shall act as OWNER'S representative, who shall assume all duties and responsibilities, and who and shall have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

3.1. CONTRACTOR shall commence work when authorization by the OWNER or ENGINEER with the provisions of the Notice to Proceed and Contract Documents. The work will be substantially complete by September 30, 2023. and all work to be completed by October 30, 2023. Therefore, the date all work will be completed in October 30, 2023.

3.2. Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement. They also recognize the delays, expense and difficulties involved in proving in a legal 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 **Four Hundred** dollars (\$400.00) for each day that expires after Substantial Completion date and **Eight Hundred** dollars (\$800.00) after Final Completion date specified in paragraph 3.1 of this section for completion and readiness for final payment.

ARTICLE 4. CONTRACT PRICE

4.1. In consideration for performance of the work as required by the Contract Documents, the OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

Contractor's Bid is attached to this Agreement as an exhibit.

TOTAL	CONTRACT	AMOUNT
	\$ 266,147.00	

As permitted by law, specific items of this Contract may be eliminated, or reduced in quantity to keep within the limits of available funding, at the OWNER'S option.

ARTICLE 5. PAYMENT PROCEDURES

5.1. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions, as modified, if applicable, by the Supplementary Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.2. Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER and as provided in Article 14 of the General Conditions, as modified, if applicable, by the Supplementary Conditions.

5.3. Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, as modified, if applicable, by the Supplementary Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.13.

ARTICLE 6. TERMS

6.1. Terms used in this Agreement, which are defined in Article 1 of the General Conditions, as modified, if applicable, by the Supplementary Conditions, will have the meanings indicated in the General Conditions, as modified, if applicable, by the Supplementary Conditions

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1. CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

7.2. CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 4.2 of the General Conditions, and accepts the determination set forth in paragraph SC-4.2 of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to rely.

7.3. CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in paragraph 7.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.2 of the General Conditions, as modified, if applicable, by the Supplementary Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

7.4. CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.03 of the General Conditions, as modified, if applicable, by the Supplementary Conditions.

7.5. CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.6. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

ARTICLE 8. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 8.1 Invitation for Bids
- 8.2 Instructions to Bidders
- 8.3 Contractor's Bid
- 8.4 This Agreement ("Agreement")
- 8.5 Exhibits to this Agreement
- 8.6 General Conditions
- 8.7 Supplementary Conditions
- 8.8 Contractor's Performance and Payment Bonds, and insurance certificates
- 8.9 Notice of Award
- 8.10 Notice to Proceed
- 8.11 Special Provisions contained in Section 00900 as listed in table of contents

8.12 Construction Drawings.

8.13 Addenda numbers __ to __, inclusive.

8.14 Change Order

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.04 and 3.05 of the General Conditions.

ARTICLE 9. INDEMNIFICATION

To the fullest extent permitted by law, the CONTRACTOR shall indemnify, defend, and hold harmless the Town of Natick and all of its officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind which arise out of the breach by the CONTRACTOR of its obligations under this Contract, or the act or omission of the CONTRACTOR, its Subcontractors, or their officers, employees, agents and representatives or anyone directly or indirectly employed by them, or anyone for whose acts or omissions they may be liable, regarding the work to be performed by the CONTRACTOR under the Contract, or which arise out of the violation of any Federal, Massachusetts or Town of Natick statute, by-law, rule, regulation, order or directive, or which relate to personal injury or property damage suffered by the CONTRACTOR or any of its officers or employees regarding the subject matter of the Contract.

ARTICLE 10: INSURANCE

10.1. The CONTRACTOR shall provide insurance that satisfies the categories and amounts specified in Article 5 of the General Conditions, as modified by Article 5 of the Supplementary Conditions.

10.2. Each certificate and policy of insurance required by this Agreement shall contain a cancellation provision as indicated below with no variations.

“Should any of the above described policies be canceled or materially amended before the expiration date thereof, the issuing insurer will mail within thirty (30) days written notice to the certificate holder named to the left”.

10.3. The Town of Natick and ENGINEER shall be named as an additional insured on each policy of insurance required by this agreement other than worker’s compensation.

ARTICLE 11: MISCELLANEOUS PROVISIONS

11.1. No assignment by CONTRACTOR of any rights under or interests in the Contract Documents will be binding on OWNER without the written consent of OWNER; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent, and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the CONTRACTOR from any duty or responsibility under the Contract Documents.

11.2. This Agreement shall be binding upon the OWNER and CONTRACTOR, their respective heirs, executors, administrators, successors, or assigns and legal representative to the other party hereto, its partners, heirs, executors, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

11.3. If any provision of this Agreement shall be determined to be invalid or unenforceable by final judgment of a court of competent jurisdiction, the remaining provisions shall continue in effect to the extent permitted by law.

11.4. This Agreement may be amended only by a written instrument signed by the parties.

11.5. This Agreement shall be governed by and construed in accordance with the Massachusetts law, without respect to choice of law principles.

11.6. The CONTRACTOR shall provide to the satisfaction of the OWNER, adequate supervision of all work performed under this Agreement.

11.7. This Agreement shall be subject to the Natick Non-Discrimination in the Workforce provision included in Part I Supplementary Conditions.

11.8. The CONTRACTOR shall comply with all provisions of law applicable to his work including without limitation statutes, by-laws rules, regulations, orders and directives. This Contract shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, and any other laws, as though such terms were set forth in their entirety herein. The CONTRACTOR shall comply with all applicable provisions of law and regulation as specified by the Williams-Steiger Occupational Safety and Health Act of 1970, as amended.

11.9. The CONTRACTOR has made this Contract in reliance on his own examinations and estimates as to the amount and character of his work, and conditions which may be encountered in the performance thereof, and shall assume all risks and bear all losses pertaining thereto.

11.10. The CONTRACTOR shall compensate the Town of Natick for all damages to the Town property of any nature arising out of the CONTRACTOR'S work.

11.11. The Town of Natick may defer payment to the CONTRACTOR of such sums otherwise due him under this Contract for such period of time as the Director of Public Works may deem required by law or expedient for protection of the Town or others against his noncompliance with the provisions thereof; and the Town may reimburse itself, by deduction from the money so retained, for all expense and loss resulting to it from his noncompliance.

11.12. No payment by the Town of Natick to the CONTRACTOR shall be deemed to be a waiver of any right of the Town of Natick under this Contract or ratification by the Town of Natick any breach hereof by him.

11.13. The CONTRACTOR shall provide services under this Agreement as an independent CONTRACTOR with the town of Natick and the CONTRACTOR and its employees shall not be entitled to receive any benefits of employment with the Town of Natick, including without limitation salary, overtime, vacation pay, holiday pay, health insurance, life insurance, pension or deferred compensation.

11.14. If any assignment shall be made by the CONTRACTOR or by any guarantor of the CONTRACTOR for the benefit of creditors, or if a petition is filed by the CONTRACTOR or by any guarantor of the CONTRACTOR for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the Bankruptcy Act is filed against the CONTRACTOR and such involuntary petition is not discharged within ninety (90) days thereafter, in any event the Town may terminate this Contract upon written notice to the CONTRACTOR.

11.15. The award of this Contract and the continued operation of this Contract are subject to appropriation by Natick Town Meeting of sufficient money to fund the Contract.

11.16. The Owner may terminate this Contract upon written notice to the CONTRACTOR if a source of money to fund the Contract is lost during any year of the Contract term. In the alternative, the parties may agree in writing to amend the Contract to provide for a Contract price which represents the reduced appropriation for a contract year.

11.17. In the event of termination, the CONTRACTOR shall be entitled to be paid for services rendered in accordance with this Contract prior to termination.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have executed or caused to be executed by their duly authorized officials this Agreement in five (5) copies, each of which shall be deemed as an original on the date first above written. One Counterpart each has been delivered to OWNER, CONTRACTOR, ENGINEER, Town Counsel and the Comptroller.

OWNER: _____
Town of Natick, Massachusetts

The Natick Select Board

Bruce T. Evans, Chair

Kathryn M. Coughlin, Vice Chair

Richard Sidney, Clerk

Paul R. Joseph

Kristen L. Pope
Dated: _____

CONTRACTOR: _____
Pine Ridge Technologies, Inc.

Printed Name of CONTRACTOR

Signature

Printed Name

Printed Title

Dated: _____

CORPORATE SEAL

Attest

Owner Address for giving notices:

Select Board

Natick Town Hall

13 East Central Street Natick, MA 01760

Contractor Address for giving notices:

Pine Ridge Technologies, Inc.,

217R Main Street, North Reading, MA 01864

• **CERTIFICATE OF APPROPRIATION**

In accordance with the requirements of M.G.L. Chapter 44, Section 31C, this is to certify that an appropriation in the amount of this Agreement is available therefore, and that the Natick Select Board is authorized to execute this Agreement and to approve all requisitions and execute change orders.

				\$
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Michelle Laramee
Comptroller, Town of Natick

Date

APPROVED AS TO FORM ONLY (AND NOT AS TO SUBSTANCE):

Karis L. North, Esq.
Office of the Town Counsel

Date

• **CERTIFICATE OF CORPORATE AUTHORIZATION**

I, _____, Clerk of _____, a _____ corporation organized pursuant to _____ state law, which maintains its principal office at _____ hereby certify that at a meeting of the Board of Directors of _____ (the "Corporation") duly held on _____, _____, at which

(Date must be earlier than

Agreement)

A quorum was present and voting throughout, the following vote was duly passed and is now in full force and effect:

"VOTED: That _____ be and hereby is

(Name of Officer authorized to sign for Corporation)

authorized, directed and empowered for, in the name and on behalf of this Corporation to sign seal with the corporate seal, execute, acknowledge and deliver all contracts, bonds and other obligations of the Corporation, with the Town of Natick, acting by and through the Town of Natick, Massachusetts, 13 East Central Street, Natick, MA 01760; the execution of any such contract, lease, bond or obligation by such

_____ to be valid and binding

(Name of Officer)

upon this Corporation for all purposes, and that a certificate of the Clerk of this Corporation setting forth this vote shall be delivered to the Town of Natick.

I further certify that

(Name of Officer)

is duly elected _____ of said Corporation.

(Title)

Signed: _____

Printed Name:

Printed Title: **(Clerk- Secretary)**

Date: _____

Place of Business: _____

AFFIX CORPORATE SEAL

COUNTERSIGNATURE: _____

(Name and Title of Officer)

Date: _____

In the event that the clerk or Secretary is the same person as the Officer authorized to sign that contract or other instrument for the Corporation, this certificate must be countersigned by another officer of the Corporation.

NATICK, MASSACHUSETTS
SELECT BOARD

NEWFIELD DRIVE PEDESTRIAN LIGHTING

• **CONTRACTOR'S CERTIFICATION**

Name of Project _____

A contractor will not be eligible for award of a contract unless such contractor has submitted the following certification, which is deemed a part of the resulting contract:

CONTRACTOR'S CERTIFICATION

that _____ certifies

1. it intends to use the following listed construction trades in the work under the contract
_____;
and
2. will comply with the minority manpower ratio and specific affirmative action steps contained herein; and
3. will obtain from each of its Subcontractors and submit to the contracting or administering agency prior to the award of any subcontract under this contract the Subcontractor certification required by these bid conditions.

(Signature of authorized representative of Contractor)

Printed Name

Printed Title

Date

TOWN OF NATICK, MASSACHUSETTS
SELECT BOARD

NEWFIELD DRIVE PEDESTRIAN LIGHTING

• **SUBCONTRACTOR'S CERTIFICATION**

Name of Project _____

Prior to the award of any subcontract, regardless of tier, the prospective Subcontractor must execute and submit to the contractor the following certification, which is deemed a part of the resulting contract:

that _____ certifies

1. it intends to use the following listed construction trades in the work under the contract
_____;
and
2. will comply with the minority manpower ratio and specific affirmative action steps contained herein; and
3. will obtain from each of its Subcontractors and submit to the contracting or administering agency prior to the award of any subcontract under this contract the Subcontractor certification required by these bid conditions.

(Signature of authorized representative of Subcontractor)

Printed Name

Printed Title

Date

In order to ensure that the said Subcontractor's certification becomes a part of all subcontracts under the contract, no subcontract shall be executed until an authorized representative of the Town agency (or agencies) administering this project has determined, in writing, that the said certification has been incorporated in such subcontract, regardless of tier. Any subcontract executed without such written approval shall be void.

NATICK, MASSACHUSETTS
SELECT BOARD

NEWFIELD DRIVE PEDESTRIAN LIGHTING

2. BID

The undersigned, as Bidder, declares that all persons or parties interested in this Bid as principals are named herein; that this Bid is bona fide, fair, and made without collusion or fraud with any person (As used in this section, the word "person" shall mean any natural person, business, joint venture, partnership, corporation, union, committee, club, or other organization, entity or group of individuals.); that he has carefully examined the location of the proposed Work and has read the Contract Documents; that he shall agree to contract with the Town of Natick, in the form of a Contract to be deposited with the Owner, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish the materials and labor, specified in the Contract, in the manner and time therein prescribed, and according to the requirements of the OWNER, as therein set forth; and that he shall take in full payment therefor, the amounts resulting from the unit and/or lump sum prices which he bids in the following tabulation, when multiplied by the quantities of Work actually accomplished.

Bidder hereby agrees to commence Work under this Contract on or before the date to be indicated on the Notice to Proceed and will be substantially completed as soon as practicable, but no later than September 30, 2023, and will be fully completed by October 30, 2023 unless an extension of time is granted. Bidder further agrees to pay as liquidated damages, the sum of Four Hundred Dollars (\$400.00) for each consecutive calendar day thereafter that work is not substantially completed. Bidder further agrees to pay as liquidated damages the sum of Eight Hundred Dollars (\$800.00) for each consecutive day thereafter, that all is work is not completed as provided in the Information for Bidders Section of this Contract, and agrees that this sum is not contingent upon any financial losses incurred by the Owner due to the delay, and not to be considered as a penalty, but an agreed upon sum to be deducted from Contractor's payment. Bidder also agrees to the individual contract completion dates and liquidated damages outlined in the Instruction to Bidders.

Bidder acknowledges receipt of Addenda:

#1 _____ #2 _____ #3 _____

For all Work presented in the Bid Documents, Bidder submits the following Bid

Bid Form:

ITEM #	ITEM	UNIT PRICE	UOM	QTY	EXTENDED PRICE
451.	HMA for Patching	\$ 286.00	TON	20	\$ \$ 5,720.00
509.	Granite Transition Curb for Pedestrian Curb Ramps – Straight	\$ 25.00	FT	10	\$ \$ 250.00
509.1	Granite Transition Curb for Pedestrian Curb Ramps – Curved	\$ 30.00	FT	20	\$ \$ 600.00
580.	Curb Removed and Reset	\$ 69.00	FT	20	\$ \$ 1,380.00
751.	Loam for Roadsides	\$ 85.00	CY	100	\$ \$ 8,500.00
765.	Seeding	\$ 5.00	SY	850	\$ \$ 4,250.00
767.6	Aged Pine Bark Mulch	\$ 122.00	CY	10	\$ \$ 1,220.00
804.2	2-Inch NM Conduit	\$ 25.00	LF	1,730	\$ \$ 43,250.00
812.991	Decorative Light Pole Foundation	\$ 1,666.00	EA	20	\$ \$ 33,320.00
813.4	Wire Type 8 #10 AWG Direct Bury	\$ 2.00	LF	2,100	\$ \$ 4,200.00
813.43	Wire Type 8 #4 AWG Direct Bury	\$ 2.50	LF	7,450	\$ \$ 18,625.00
813.71	Ground Rod 8FT Long	\$ 99.00	EA	22	\$ \$ 2,178.00
812.992	Decorative Light Pole & Fixture (14' Pole Pedestrian Pole with LED Fixture)	\$ 4,777.00	EA	18	\$ \$ 85,986.00
812.993	Decorative Light Pole & Fixture (23'-8" Pole with Arm and LED Fixture)	\$ 8,111.00	EA	2	\$ \$ 16,222.00
823.6	Highway Lighting Control Cabinet and Foundation	\$ 26,666.00	EA	1	\$ \$ 26,666.00
852.	Safety Signing for Construction Operations	\$ 5.00	SF	100	\$ \$ 500.00
859.	Reflectorized Drum	\$ 0.10	DAY	800	\$ \$ 80.00
866.112	12 Inch Reflectorized White Line (Thermoplastic)	\$ 3.00	FT	400	\$ \$ 1,200.00
999.	Police Details (Allowance)	\$60.00	HR	200	\$ 12,000.00
TOTAL					\$266,147.00

ITEM #	ITEM	UNIT PRICE	UOM	QTY	EXTENDED PRICE
TOTAL BASE BID PRICE (in words) TWO HUNDRED SIXTY SIX THOUSAND ONE HUNDRED FORTY SEVEN DOLLARS NO CENTS					

TOTAL BID PRICE FOR BID COMPARISON = \$ 266,147.00
TWO HUNDRED SIXTY SIX THOUSAND ONE HUNDRED FORTY SEVEN DOLLARS

(Bid Price in Words)

The Town will award the project based upon available funding. An unbalanced or unreasonable lump sum or unit price submitted herein may be grounds for rejection of the Bid.

Specific items of this Contract may be eliminated or reduced in quantity to keep within limits of available funding, at the OWNER'S option.

STATEMENT OF EXPERIENCE: The undersigned as Bidder declares that he has successfully accomplished similar work in the following places:

SEE ATTACHED

1. Description of Project _____
(Include type of project, total value of Contract, date of

completion, etc.)

Owner & Contact Person _____
(Names, Addresses and Telephone Nos.)

Engineer & Contact Person _____

2. Description of Project _____
(Include type of project, total value of Contract, date of

completion, etc.)

Owner & Contact Person _____
(Names, Addresses and Telephone Nos.)

Engineer & Contact Person _____

3. Description of Project _____
(Include type of project, total value of Contract, date of

Completion, etc.)

Owner & Contact Person _____
(Names, Addresses and Telephone Nos.)

Engineer & Contact Person _____

4. Description of Project _____
(Include type of project, total value of Contract, date of

Completion, etc.)

Owner & Contact Person _____
(Names, Addresses and Telephone Nos.)

Engineer & Contact Person _____

5. Description of Project _____
(Include type of project, total value of Contract, date of

Of completion, etc.)

Owner & Contact Person _____
(Names, Addresses and Telephone Nos.)

Engineer & Contact Person _____

NOTE: Bidders may attach supplementary information, if necessary, to indicate the experience, organization and equipment available to undertake the Work in the event of an award of the Contract.

The Bidder shall list below, the name/names of subcontractor, if other than Bidder, who shall perform work on the project, including but not limited to the subcontractor qualified as an Approved Concrete Specialty Contractor to do the concrete repairs.

A. _____
B. _____

The Bidder shall submit a list of experience for above sub-contractor.

Each Bid shall be accompanied by a Bid Deposit in the form of a Bid Bond, or cash, or a certified check on, or a treasurer's or cashier's check issued by, a responsible bank or trust company, payable to the awarding authority. The amount of such Bid Deposit shall be five percent (5%) of the value of the Bid. No Bidder may withdraw his Bid for a period of thirty (30) days after the date of Bid opening, excluding Saturdays, Sundays and holidays.

A Performance Bond and a Payment Bond, each in the amount of one hundred percent (100 %) of the Contract Price, with a corporate surety approved by the OWNER, shall be required for the faithful performance of the Contract.

BIDDER: The full name and residence of all persons and parties interested in this Bid as principals, is as follows:

Michael Rocca, President

Andrew T. Rist, V.P.

This Bid shall bear the written signature of the Bidder or his authorized agent. If the Bidder is a corporation or a partnership, the Bid shall be signed by a duly authorized officer of such corporation or by a partner, and the title of such officer shall be stated. The Certificate as to Corporate Bidder Form shall be completed following this page.


The undersigned Bidder hereby certifies he/she shall comply with the minority workforce percentage ratio and specific affirmative action steps contained in the Non-Discrimination in Workforce provisions of this Contract provisions. The Contractor receiving the award of the Contract shall be required to obtain from each of its subcontractors a copy of the certification by said subcontractor, regardless of tier, that it shall comply with the minority workforce ratio and specific affirmative action steps contained in these contract provisions and submit it to the contracting agency prior to the award of such subcontract.

The undersigned, as Bidder, hereby certifies that he is aware of the applicable requirements of the Williams-Steiger Occupational Safety and Health Act of 1970 (O.S.H.A.), and all latest revisions thereto, and that this Bid is prepared on the basis of compliance with those requirements.

The undersigned, as Bidder, hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work. The undersigned, as Bidder, hereby certifies that all employees to be employed at the worksite shall have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten (10) hours in duration at the time the employees begin work. The undersigned, as Bidder, hereby certifies that if it is selected as Contractor, it shall furnish documentation of successful completion of said course with the first certified payroll report for each employee. The undersigned, as Bidder, hereby certifies that he is currently in compliance with the provisions of Massachusetts General Laws, Chapter 151B, which governs nondiscrimination in employment.

The undersigned, as Bidder, hereby certifies that he shall maintain records in reasonable detail which accurately and fairly reflect the financial transactions and disposition of the Bidder, in accordance with M.G.L. Chapter 30, Section 39R.

THIS BID SUBMITTED ON 5/11/23 20

By 
Signature

Andrew T. Rist, V.P.

Printed Name

Andrew T. Rist, V.P.

Printed Title

Pine Ridge Technologies, Inc.

By _____
(Corporation Name)

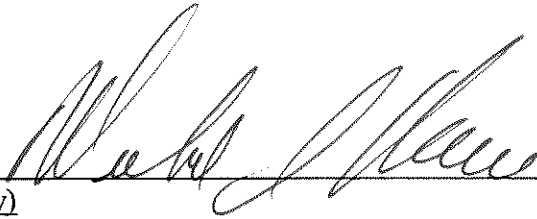
MA

(State of Incorporation)

(Corporate Seal)

BID
00300-21

Attest
(Secretary)



Business Address: Pine Ridge Technologies, Inc.
217R Main Street
North Reading, MA 01864

Telephone Number: (781) 246-5555 Email Address: arist@pineridgetech.com

Fax Number: ()

• **CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under penalties of perjury that this Bid, in all respects is bona fide, fair, and 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, joint ventures, partnership, corporation, union, committee, club, or other organization, entity or group of individuals.

Name of Bidder

PINE RIDGE TECHNOLOGIES, INC.

217R MAIN ST, N READING, MA 01864

Address of Bidder

By:

Signature

ANDREW RIST

Printed Name

VP

Printed Title

5/11/23

Date

• **TAX COMPLIANCE CERTIFICATION**

Pursuant to M.G.L. c.62C, Section 49A, the undersigned hereby certifies under penalty of perjury Pine Ridge Technologies, Inc. _____ has complied with all laws of the Commonwealth of Massachusetts relating to the payment of taxes, to the reporting of employees and contractors, and to the withholding and remitting of child support.

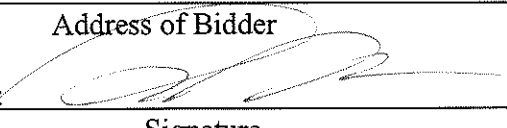
Name of Bidder

PINE RIDGE TECHNOLOGIES, INC.

217R MAIN ST, N READING, MA 01864

Address of Bidder

By:


Signature

ANDREW RIST

Printed Name

VP

Printed Title

5/11/23

Date

• **CONFLICT OF INTEREST CERTIFICATION**

The Bidder named below hereby certifies that:

1. The Bidder has not given, offered, or agreed to give any gift, contribution, or, offer of employment as an inducement for, or in connection with, the award of a contract for these services.
2. No consultant to, or, subcontractor for the Bidder has given, offered, or agreed to give any gift, contribution, or, offer of employment to the Bidder, or, to any other person, corporation, or entity as an inducement for, or, in connection with, the award to the consultant or subcontractor of a contract by the Bidder.
3. No person, corporation, or, other entity, other than a bona fide full time employee of the Bidder has been retained or hired to solicit for or in any way assist the Bidder in obtaining the contract for services upon an agreement or understanding that such person, corporation, or entity be paid a fee or other compensation contingent upon the award of the contract to the Bidder.
4. The Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Bidder with respect to the services outlined in the Project Manual.
5. Bidder, its officers, employees, agents, subcontractors and affiliated agencies, shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

Name of Bidder

PINE RIDGE TECHNOLOGIES, INC.

217R MAIN ST, N READING, MA 01864

Address of Bidder

By:

Signature

ANDREW RIST

Printed Name

VP

Printed Title

5/11/23

Date

• **CERTIFICATE AS TO CORPORATE BIDDER**

I, Michael Rocca, President certify that I am the Michael Rocca, President or the corporation named as Bidder in the Bid included herein; that Andrew T. Rist, V.P. who signed said Bid on behalf of the Bidder was then Andrew T. Rist, V.P. of said corporation; that I know his signature; that his signature thereon is genuine and that said Bid was duly signed, sealed and executed for and in behalf of said corporation by authority of its governing body.

(Corporate Seal)

PINE RIDGE TECHNOLOGIES, INC.

Name of Bidder

217R MAIN ST, N READING, MA 01864

Address of Bidder

(781) 246-5555

Telephone Number

By: 

Signature

Michael Rocca, President

Printed Name

Michael Rocca, President

Printed Title

5/11/23

Date

This Certificate shall be completed where Bidder is a Corporation and shall be so completed by its Clerk. In the event that the Clerk is the person signing the Bidder on behalf of the Corporation, this certificate shall be completed by another office of the Corporation.

• **CERTIFICATE OF COMPLIANCE WITH M.G.L., C.151B**

The Bidder hereby certifies that it is in compliance with and shall remain in compliance with Massachusetts General Laws (M.G.L.) Chapter 151B and shall not discriminate on any prohibited basis outlined herein.

Pine Ridge Technologies, Inc.

Name of Bidder

Address of Bidder Pine Ridge Technologies, Inc.
217R Main Street
North Reading, MA 01864

(781) 246-5555

Telephone Number

By: 

Signature

Andrew T. Rist, V.P.

Printed Name

Andrew T. Rist, V.P.

Printed Title

5/11/23

Date

BID
00300-27

• **CERTIFICATE OF NON-DEBARMENT**

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 F of chapter twenty-nine or any other applicable debarment provisions of any other chapter of the General Law or any rule or regulation promulgated thereunder.

Pine Ridge Technologies, Inc.

(Company Name)

Andrew T. Rist, V.P.

(Signature title)

Pine Ridge Technologies, Inc.

Name of Bidder

Pine Ridge Technologies, Inc.

217R Main Street

Address of Bidder

North Reading, MA 01864


By: _____

Signature

Andrew T. Rist, V.P.

Printed Name

Andrew T. Rist, V.P.

Printed Title

5/11/23

Date

BID
00300-28

• **CERTIFICATE OF FOREIGN CORPORATION**

If the Bidder is a foreign corporation, by affixing his or her signature, the Bidder certifies that the corporation is qualified under provision of M.G.L. c. 181, Section 4 to do business in the Commonwealth of Massachusetts.

PINE RIDGE TECHNOLOGIES, INC.

Name of Bidder

217R MAIN ST, N READING, MA 01864

Address of Bidder

By: 

Signature

ANDREW RIST

Printed Name

VP

Printed Title

5/11/23

Date

If awarded the Contract, the Contractor shall provide with his agreement package, a certificate from the Secretary of the Commonwealth of Massachusetts that the corporation is qualified under provisions of M.G.L. c.181, Section 4, to do business in the Commonwealth.

• **CONTRACT INSURANCE REQUIREMENTS**

The undersigned certifies that he/she is aware of the insurance requirements of this Contract and he/she is willing and able to furnish the required insurance as specified, and that this Bid is prepared on the basis of compliance with these requirements.

PINE RIDGE TECHNOLOGIES, INC.

Name of Bidder

217R MAIN ST, N READING, MA 01864

Address of Bidder

By: 

Signature

ANDREW RIST

Printed Name

VP

Printed Title

5/11/23

Date

• **OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION CERTIFICATION**

The undersigned agrees that if he is selected as the contractor, he shall comply with the provisions of M.G.L. Chapter 30, Section 39S.

The undersigned certifies, under penalties of perjury, that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; that all employees to be employed at the worksite shall have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten (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 all employees to be employed in the work subject to this Bid have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten (10) hours in duration.

PINE RIDGE TECHNOLOGIES, INC.

Name of Bidder

217R MAIN ST, N READING, MA 01864

Address of Bidder

By: 

Signature

ANDREW RIST

Printed Name

VP

Printed Title

5/11/23

Date

BID
00300-31



PINE RIDGE TECHNOLOGIES, INC.
PINE RIDGE TECH.COM
ELECTRICAL • SECURITY • TELECOMMUNICATIONS

May 11, 2023

TOWN OF NATICK

RE: Statement Of Qualifications

To whom it may concern:

We are pleased to provide this company profile and references for our company. Pine Ridge Technologies, Inc. (PRT) is a Massachusetts based electrical contracting company founded in 2005. PRT is an electrical, UL-certified contractor with experience in many aspects of electrical contracting, including: transit, railroad, security, fire alarm, fiber optic, ITS, highway lighting, and traffic signal projects. PRT holds a master electrical license in the state of MA, NH, RI and ME and is signatory to the I.B.E.W. PRT also has a live-staffed 24 hour answering service via the toll free number (844) PRT-5556, and an electrician is always on call 24/7. PRT confirms receipt of all addenda and question and answer responses. All pricing contained herein includes prevailing wages.

PRT is a union contractor and is able to obtain additional labor forces quickly over and above currently employed workers. PRT attests it will obtain the necessary insurance required to complete the project per specifications. Please see attached list of personnel and equipment. Below we will outline our company's key team members and experience.

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If you have any questions regarding this submission, please do not hesitate to contact me at (781) 246-5555. We look forward to working with you.

Sincerely,

Michael Rocca
President
Pine Ridge Technologies, Inc.
217R Main Street, North Reading, MA 01864
PH: (781) 246-5555; FAX: (781) 246-5554
Confidential and Proprietary

Project Name: Charles/MGH Station Frame Installation
 Reference / Contact: Casey Miles / 319-573-9371
 Owner: MBTA
 Customer/Contractor: MBTA
 Contract Price: \$92,900 Completion Date: 1/31/2014
 Location: Charles/MGH MBTA Station, Boston, MA
 Description: install digital signs, structural steel, communication, conduit, and power feeds per MBTA spec

Project Name: Installation of Video Advertising Screens - Phase 2
 Reference / Contact: Mike Naclerio / (212) 418-1048
 Owner: Titan 360
 Customer/Contractor: Titan 360
 Contract Price: \$549,836 Completion Date: 11/30/2014
 Location: Various MBTA Subway Stations, Boston, MA
 Description: Design electrical conduit and wiring. Submit P.E. stamped drawings to MBTA for approval. Install video TV advertising screens in (4) different MBTA subway stations at various locations (across track in median of subway, on existing station walls, on existing station columns, etc.). Run conduit/wire from existing electrical panels through existing stations to newly installed TV screens. Install structural steel support members.

Project Name: Streetlight and Traffic Signal Maintenance and Improvements
 Reference / Contact: Dave Turocy / (413) 499-9330
 Owner: City of Pittsfield, MA
 Customer/Contractor: City of Pittsfield, MA
 Contract Price: \$ 426,094.72 Completion Date: 8/4/2017
 Location: Various Locations, Pittsfield MA
 Description: perform maintenance and improvements for all City-owned streetlight and traffic signal infrastructure

Project Name: Melrose Highlands Lighting Improvements
 Reference / Contact: Bob Rotondi / 781-321-7772
 Owner: City of Melrose, MA
 Customer/Contractor: D&R GENERAL CONTRACTING, INC.
 Contract Price: \$78,800 Completion Date: 4/30/2015
 Location: Franklin Street, Melrose, MA
 Description: installation of streetlight poles, fixtures and applicable wiring and electrical service pedestals

Project Name: Traffic Signal Improvements
 Reference / Contact: Wayne A. Chouinard / (781) 316-3320
 Owner: Town of Arlington, MA
 Customer/Contractor: Town of Arlington, MA
 Contract Price: \$91,577 Completion Date: 9/30/2015
 Location: Various locations, Arlington, MA
 Description: installation of traffic signal preemption systems, pedestrian and vehicular signals, controller programming, audible pedestrian buttons, underground conduit repairs, and signage

Pine Ridge Technologies, Inc.
 217R Main Street, North Reading, MA 01864
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Project Name: Fiber Optic Cable Installation
 Reference / Contact: Matt Picanso / (207) 375-8248
 Owner: Town of Salem, NH
 Customer/Contractor: Highway Tech
 Contract Price: \$23,670 Completion Date: 8/30/2015
 Location: Main Street, Salem, NH
 Description: installation, termination and testing of overhead and underground fiber optic cable between various traffic signal cabinets.

Project Name: LED streetlight conversion
 Reference / Contact: Carole Collins / 413-772-1412
 Owner: Town of Greenfield, MA
 Customer/Contractor: Town of Greenfield, MA
 Contract Price: \$41,426 Completion Date: 9/15/2015
 Location: Various locations, Greenfield, MA
 Description: Conversion of approximately 730 streetlight fixtures to LED

Project Name: LED streetlight conversion
 Reference / Contact: Adrienne St. John / (781) 275-7605
 Owner: Town of Bedford, MA
 Customer/Contractor: Town of Bedford, MA
 Contract Price: \$43,806 Completion Date: 11/30/2015
 Location: Various locations, Bedford, MA
 Description: Conversion of approximately 715 fixtures to LED. Perform energy savings calculations and process rebate application and close-out with utility (Eversource).

Project Name: LED streetlight conversion and maintenance
 Reference / Contact: Todd Korchin / (781) 251-2578
 Owner: Town of Westwood, MA
 Customer/Contractor: Town of Westwood, MA
 Contract Price: \$250,000 Completion Date: 6/30/19
 Location: Various locations, Westwood, MA
 Description: Conversion of approximately 1,116 fixtures to LED, including decorative fixtures and follow-on maintenance and improvements.

Reference / Contact: Bill Peckham / 617-254-7550
 Owner: Geis Companies
 Customer/Contractor: The Welch Corp
 Contract Price: \$40,350 Completion Date: 12/15/2015
 Location: Third Ave, Waltham, MA
 Description: Installation of telecom and electrical duct banks

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Project Name: 608180 - Resurfacing and Related Work (Including Signals) along a Section of Route 9 (Worcester Street) in the Town of WELLESLEY

Reference / Contact: Eric Mistretta / (617) 224-2385

Owner: MassDOT

Customer/Contractor: PJ Keating

Contract Price: \$274,930.45 Completion Date: 10/31/2018

Location: 2 intersections, Route 9, Wellesley, MA

Description: The work includes, but is not limited to, full reconstruction of (2) traffic signal intersections, as well as installation of CCTV cameras and integration into Town of Wellesley network.

Project Name: 608047 - Intersection Reconstruction and Traffic Signal Improvements along Route 8A (Ashland Street) at American Legion Drive and Chestnut Street in the City of NORTH ADAMS

Reference / Contact: Timothy Moore / (413) 346-8978

Owner: MassDOT

Customer/Contractor: MassDOT

Contract Price: \$233,895.00 Completion Date: 5/4/2016

Location: Route 8A (Ashland Street) at American Legion Drive and Chestnut Street in the City of NORTH ADAMS

Description: The work to be done under this Contract consists of removing and replacing an existing traffic signal at the intersection of Ashland Street with American Legion Drive and Chestnut Street in the City of North Adams. The installation includes a diagonal strain pole/span wire setup, LED traffic signals, a video detection system, an 8-phase traffic controller, new 10' signal posts, plus all miscellaneous wire, conduit, and cable needed to construct a fully actuated traffic signal. Included also with the project will be sidewalk and wheel chair ramp replacement in the vicinity of the intersection. New pavement markings and signs will be installed within the project limits.

Project Name: 606706 - Bridge Replacement Br. No. P-10-010 (Steel) Woodlawn Avenue over CSX Railroad in the City of Pittsfield

Reference / Contact: Chris Wesche / 413-289-1230

Owner: MassDOT

Customer/Contractor: Northern Construction

Contract Price: \$51,485 Completion Date: 5/4/2016

Location: Woodlawn Avenue over CSX Railroad in the City of Pittsfield, MA

Description: Installation of new and replacement of existing roadway lighting wiring, poles and fixtures

Project Name: Building 200 Electrical upgrade
 Reference / Contact: Joe Condon / (978) 671-8618
 Owner: Lantheus Medical Imaging
 Customer/Contractor: Lantheus Medical Imaging
 Contract Price: \$985,133 Completion Date: 5/30/2017
 Location: Lantheus Medical Imaging Facility, Billerica, MA
 Description: Installation of new 3000A switchboard, 2500 kVA transformer, 15 kV feeders, underground ductbank and manhole, 2000A transfer switch, and various 1600A 480V feeders throughout the facility.

Project Name: IFB NO. CAP 35-16 Fiber Optic Cable Installation – Riverside Station To Worcester Main Line MP 10.8
 Reference / Contact: Rich Arnold / (617) 222-3635
 Owner: MBTA
 Customer/Contractor: MBTA
 Contract Price: \$106,167 Completion Date: 5/30/2017
 Location: Riverside MBTA station and Worcester Commuter Rail, MA
 Description: Installation of new signal bungalow at commuter rail. Installation of conduit on catenary poles and under commuter rail tracks. Installation of new 48-fiber cable, both overhead on catenary poles and underground, including all terminations and testing.

Project Name: Traffic Signal and Streetlight Maintenance/Improvements
 Reference / Contact: Lance Hill / 508-223-2222
 Owner: City of Attleboro
 Customer/Contractor: City of Attleboro
 Contract Price: \$30,000 Completion Date: 3/31/2020
 Location: Various locations, Attleboro, MA
 Description: Repair/upgrade traffic signals

Project Name: Traffic Signal Maintenance/Improvements
 Reference / Contact: Brian White / (781) 505-1116
 Owner: Town of Burlington
 Customer/Contractor: Town of Burlington
 Contract Price: \$150,000
 Start date: 6/1/16 Completion Date: 5/31/2019
 Location: Various locations, Burlington, MA
 Description: Repair/upgrade traffic signals

Project Name: Traffic Signal, Streetlight and Fire Alarm Maintenance/Improvements
 Reference / Contact: Feargal O'Regan / 617-730-2156
 Owner: Town of Brookline
 Customer/Contractor: Town of Brookline
 Contract Price: \$150,000 Completion Date: 5/31/2020
 Location: Various locations, Brookline, MA
 Description: Repair/upgrade traffic signals

Pine Ridge Technologies, Inc.
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Project Name: Pedestrian and Bicycle Improvements At Various Locations

Reference / Contact: John Digiacomio / (508) 647-6550

Owner: Town of Natick

Customer/Contractor: Town of Natick

Contract Price: \$479,821 Completion Date: 12/31/17

Location: (11) Various locations throughout Natick, MA

Description: The work includes, but is not limited to, wheelchair ramp and sidewalk construction, pedestrian push button and signal head installation, loop detector installation, signal timing modifications, Rectangular Rapid-Flashing Beacon installation, mast arm and signal head installation, conduit installation including roadway trenching, sign installation and pavement marking work.

Project Name: Installation of Digital advertising screens

Reference / Contact: Brian Faw / (212) 297-6400

Owner: Outfront Media/MBTA

Customer/Contractor: Outfront Media

Contract Price: \$1,311,743.00 Completion Date: 5/30/19

Location: Various MBTA Stations

Description: Install over (250) video TV advertising screens in MBTA subway stations at various locations (across track in median of subway, on existing station walls, on existing station columns, etc.). Run conduit/wire from existing electrical panels through existing stations to newly installed TV screens. Provide follow-on maintenance services.

Project Name: Back Bay MBTA Station Restroom Upgrade

Reference / Contact: Frank Scalli / (617) 619-5320

Owner: Boston Properties

Customer/Contractor: JDL Corporate Interiors

Contract Price: \$211,520.00 Completion Date: 10/31/17

Location: Back Bay MBTA Station

Description: All electrical work for complete renovation of restroom facilities, including all power, lighting, lighting controls, fire alarm, and heat trace.

Project Name: Traffic Signal Maintenance, Repairs, and Improvements

Reference / Contact: James Petruzzi / (508) 929-1300

Owner: City of Worcester

Customer/Contractor: City of Worcester

Contract Price: \$152,114.00

Start date: 10/1/17 Completion Date: 8/29/2020

Location: various locations throughout the City (over 200 locations)

Description: Repair/upgrade traffic signals

Project Name: LED Streetlight conversion

Reference / Contact: Gene Allen / (508) 643-6331

Owner: Town of North Attleboro Electric Department

Customer/Contractor: Town of North Attleboro Electric Department

Contract Price: \$92,552.00 Completion Date: 2/14/18

Location: various locations throughout Town

Description: Convert 2188 roadway cobra head fixtures to LED, including utilizing town software for GIS points

Pine Ridge Technologies, Inc.

217R Main Street, North Reading, MA 01864

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Project Name: Building 200 Transformer & ATS improvement project
 Reference / Contact: Joe Condon / (978) 671-8618
 Owner: Lantheus Medical Imaging
 Customer/Contractor: Lantheus Medical Imaging
 Contract Price: \$578,450 Completion Date: 1/28/2019
 Location: Lantheus Medical Imaging Facility, Billerica, MA
 Description: Installation of new 2000 kVA transformer with associated automatic transfer switch, 3000A feeders, transformer pad, bollards, underground ductbank, paving.

Project Name: Contract R32CN01 - Wellington Yard Improvements Tracks 33-38
 Reference / Contact: Jason Strazullo / 508-879-4700
 Owner: MBTA
 Customer/Contractor: JF White
 Contract Price: \$371,222 Completion Date: 2/28/2019
 Location: Wellington yard/MBTA Station, Medford, MA
 Description: Along active ROW with flagging: Installation, termination and testing of various fiber optic cables for MBTA communications and signals

Project Name: Project 41338 - Upgrade signal heads with retroreflective backplates at approximately 184 intersections statewide
 Reference / Contact: Dean H. Wilson / (603) 271-2571
 Owner: NHDOT
 Customer/Contractor: NHDOT
 Contract Price: \$384,935 Completion Date: 10/11/2019
 Location: various locations, New Hampshire
 Description: Upgrade signal heads with retroreflective backplates at approximately 184 intersections statewide, and other ancillary traffic signal upgrades

Project Name: Project 42473 – traffic signal upgrade at various locations
 Reference / Contact: Dean H. Wilson / (603) 271-2571
 Owner: NHDOT
 Customer/Contractor: NHDOT
 Contract Price: \$327,160.00 Completion Date: 12/31/2020
 Location: various locations, New Hampshire
 Description: Upgrade traffic signals to six locations, as well as service pedestals at 11 locations throughout the State of NH

Project Name: L1332-C1 - Terminal C Roadway Signage
 Reference / Contact: David Doane / (617) 568-5973
 Owner: Massport
 Customer/Contractor: Massport
 Contract Price: \$1,516,911 Completion Date: 6/30/2019
 Location: various Massport roadways, Logan Airport, East Boston, MA
 Description: The work includes the installation of (4) roadway dynamic led signs On existing roadway support structures. Provision of electrical and communication feeds through existing conduit pathways in the roadway viaduct structures and through new ductbanks to be constructed. Miscellaneous steel framing to support the signs from the existing structure and traffic management to allow for installation in an active roadway.

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Project Name: 610690-110568 - FRAMINGHAM SECONDARY & MIDDLEBORO
SUBDIVISION AT-GRADE CROSSING SIGNAL UPGRADE PROJECT

Reference / Contact: Chalita Belfield / (857) 368-8957

Owner: MASSDOT RAIL DIVISION

Customer/Contractor: MASSDOT RAIL DIVISION

Contract Price: \$ 854,011.00 Completion Date: 10/31/2020

Location: 6 rails signal grade crossings

Description: Along active ROW with flagging: Pre-construction survey and as-built Construction plans. Selective brush clearing and tree cutting. Demolition, excavation and proper disposal of existing grade crossing signal equipment. Furnishing, installing, testing and placing into service wayside equipment for Automatic Highway Crossing Warning (AHCW) System at six (6) grade crossings including power upgrades. Restoration of Railroad Right-of-Way and any disturbed adjacent areas associated with the Construction. Removal and disposal of trash and debris. Cleanup of the work area. All other work associated with the Framingham Secondary and Middleboro Subdivision At-Grade Crossing Signal Upgrade Project described in the Project Description and Scope of Work sections of the bid documents and shown on Contract Plans.

Project Name: MAPC-DOER-17 - LED Street & Outdoor Lighting Installation, Pittsfield, MA

Reference / Contact: Ricardo Morales/ (413) 448-9768

Owner: City of Pittsfield

Customer/Contractor: City of Pittsfield

Contract Price: \$471,636 Completion Date: November 2019

Location: various locations, Pittsfield, MA – City-wide

Description: Convert over 5,300 roadway cobra head and decorative fixtures to LED. Also perform installation of new poles, bracket arms and hardware.

Project Name: Solar RRFB Installations

Reference / Contact: Tim Kaiser / (413) 458-9345

Owner: Town of Williamstown

Customer/Contractor: Town of Williamstown

Contract Price: \$123,882 Completion Date: 12/18/2019

Location: various locations, Williamstown, MA

Description: Install various traffic signal crosswalk flashers

Project Name: Scheduled and Emergency Highway Lighting Repairs and Improvements
at Various Locations in District 5, contract # 100545

Reference / Contact: Bob Barrett / 508-824-6633

Owner: MassDOT

Customer/Contractor: MassDOT

Contract Price: \$316,983

Start date: 12/13/17 Completion Date: 10/31/19

Location: MassDOT District 5 – District-wide

Description: Scheduled and emergency highway lighting repairs/improvements

Project Name: Fire alarm system upgrade

Reference / Contact: PRT Realty / 781-820-6753

Owner: PRT Realty

Customer/Contractor: PRT Realty

Contract Price: \$25,000

Pine Ridge Technologies, Inc.

217R Main Street, North Reading, MA 01864

PH: (781) 246-5555; FAX: (781) 246-5554

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Project Name: RFP #16-20 - CNG ALARM DETECTION SERVICING

Reference / Contact: Jeniely Gerena / (617) 222-4591

Owner: MBTA

Customer/Contractor: MBTA

Contract Price: \$585,396

Start date: 7/1/2020 Completion Date: 6/30/2023

Location: Boston, MA

Description: CNG Alarm Maintenance, Testing and Repair Services

Project Name: Fire Alarm Maintenance, Testing and Repair Services

Reference / Contact: Steve Staffier / (617) 466-4660

Owner: City of Chelsea

Customer/Contractor: City of Chelsea

Contract Price: \$58,000

Start date: 6/1/2019 Completion Date: 6/1/2024

Location: Chelsea, MA

Description: Fire Alarm Maintenance, Testing and Repair Services of City circuits

Project Name: LED Streetlight conversion

Reference / Contact: Dee Voss / 603-382-5200

Owner: Town of Plaistow, NH

Customer/Contractor: Affinity LED

Contract Price: \$24,325

Start date: 2/10/2020 Completion Date: 3/15/2020

Location: various locations, Plaistow, NH

Description: Conversion of approximately 442 streetlights to LED

Project Name: Fire Alarm Maintenance, Testing and Repair Services

Reference / Contact: Steve Foster / (978) 794-1503

Owner: Town of North Andover

Customer/Contractor: Town of North Andover

Contract Price: \$88,806.00

Start date: 8/1/21 Completion Date: 7/31/22

Location: North Andover, MA

Description: Fire Alarm Maintenance, Testing and Repair Services

Project Name: Fire Alarm Maintenance, Testing and Repair Services

Reference / Contact: Steve Coutu / 978-674-1813

Owner: City of Lowell

Customer/Contractor: City of Lowell

Contract Price: \$45,000.00

Start date: 3/15/21 Completion Date: 3/15/24

Location: Lowell, MA

Description: Fire Alarm Maintenance, Testing and Repair Services

Pine Ridge Technologies, Inc.

217R Main Street, North Reading, MA 01864

PH: (781) 246-5555; FAX: (781) 246-5554

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Architect / Engineer References

A/E Company Name: Jacobs

A/E Contact Name: Ken Sliby

A/E Contact Phone: (617) 242-9222

A/E Company Address: 343 Congress Street, Boston, MA 02210

A/E Company Name: HNTB

A/E Contact Name: Michael Maietta

A/E Contact Phone: (978) 905-4025

A/E Company Address: 300 Apollo Drive, Chelmsford, MA 01824

A/E Company Name: JHB Safety Services

A/E Contact Name: Jack Beckwith

A/E Contact Phone: 617-771-9833

A/E Company Address: 16 Quail Run, Wakefield, MA 01880

Key Employee Profiles

Michael S. Rocca – President (Boston F1 license #F34356)

Mr. Rocca has worked in the electrical industry for over 40 years in both public and private sectors. Obtaining his master electrical license in 1977, Michael has worked for numerous contractors, both in the field and office, including Interstate Electric, J.F. White, and his own businesses. Throughout his career, Michael has been responsible for as many as (60) field and office employees, as well as numerous rail and transportation projects that include:

- MBTA Orange Line Signal Upgrade: Upgrade fiber optic network for communication, fiber optic network for track signal systems, upgrade track wayside telephones. Total project value: \$3.5M
- Fire Alarm installations:
 - MBTA South Station Finishes: Upgrade all lighting, fire alarm, and power systems. Instrumental in completely diagnosing and reconstructing the full fire alarm system
 - Children's Hospital, Boston: complete new fire alarm system installation on the 25-story nurse's residence building, Children's Inn, and various doctor's offices.
 - Complete Upgrade of master box city circuit for the Burlington Woods Office Park Complex
 - Burlington Lahey Clinic: complete new fire alarm system
 - Methuen Battery shop of New England: complete new fire alarm system
- MassDOT Video Management System: Complete upgrade and integration of MassDOT/MBTA/Boston Police/Mass Turnpike video management systems. Total project value: \$1.7M

Andrew T. Rist – Vice President

Mr. Rist has worked with public agencies for over fifteen years on their electrical, traffic signal, lighting and ITS improvement projects. Before joining PRT, Andrew worked for Republic ITS/Siemens where he had complete profit and loss responsibility for two regional offices. Andrew has a B.S. in Civil Engineering from the University of Vermont and has extensive experience managing projects from the bidding/procurement phase all the way through completion and maintenance. Some of Andrew's projects include:

- Pittsfield Streetlight Conversion: Field audit, conversion and maintenance of approximately 5,000 streetlight fixtures from Mercury vapor to HPS.
- City of Newton, MA Streetlight Conversion: Conversion and maintenance of approximately 8,000 streetlight fixtures from Mercury vapor to HPS.
- New Haven, CT City-wide traffic signal construction and communication upgrade: Install new head-end TOC equipment, upgrade (102) traffic signal intersections City-wide and integrate into new system. Total project value: \$3.2M
- MAPC LED Streetlight Conversion: Field audit, conversion and maintenance of approximately 7,000 streetlight fixtures from HPS to LED. Total project value: \$2.4M

David Rocca – Journeyman Electrician (Boston F1 license #F34358)

Mr. Rocca has been an electrician for over 15 years. He has extensive experience in installing, terminating and testing fiber optic cable systems and is FOA certified. David has also been a project foreman on numerous electrical infrastructure projects, including rail transit/signals, aeronautical, and controls. David is a certified welder and certified by Honeywell. He holds IMSA Level II traffic certification. David also has extensive experience with installation and maintenance of fire alarm systems. His complete fire alarm installations include MBTA South Station; Amtrak Commissary Building, Boston, MA; and MBTA Boston Landing Station. His fire alarm maintenance experience includes full system troubleshooting/diagnosis at MBTA South Station; Troubleshoot/modify fire alarm systems at MBTA Copley Station; respond to trouble calls, repairs and installations for City of Chelsea City-wide circuits & Town of Dracut town-wide circuits

Sean Hastings – Journeyman Electrician (Boston F1 license #F34359)

Mr. Hastings has been an electrician for over 20 years. He has extensive experience with highway lighting and traffic signal systems, both new construction and maintenance. He holds IMSA Level II traffic certification, and electrical licenses in NH, MA and RI. Sean also has extensive experience with installation and maintenance of fire alarm systems. His complete fire alarm installations include: Full fire alarm installations including US Coast Guard Otis AFB, Bourne, MA; Honda Dealership, Raynham, MA; Toyota Dealership, Raynham, MA; Yarmouth, MA Police Station; Rochester, MA Police Station; Bridgewater, MA Police Station; Middleboro, MA Fire Station; Vinal Elementary School, Norwell, MA; Copeland Building at Mass Maritime Academy, Bourne, MA; Fall River, MA Trial Courthouse; Taunton, MA Trail Courthouse; Stop and Shop, Yarmouth, MA. Some of these installations included follow-on maintenance

Bill Regens – Journeyman Electrician

Mr. Regens has been an electrician for over 10 years. He has extensive experience with traffic signal systems, both new construction and maintenance, including controller/cabinet installations and PTZ camera installations. He holds IMSA Level III traffic and Fiber Optics for ITS level I certifications.

Rob Boudreau – Journeyman Electrician (Boston F1 license #F34355)

Mr. Boudreau has been an electrician for over 10 years. He has extensive experience with construction and maintenance of fire alarm systems. Rob was instrumental in the design and reconstruction of the PLC controls for the CNG detection system for the MBTA, and follow on maintenance of the system.

John O'hearn – Telecom/fire alarm

Mr. Johnson has been an alarm telecom technician for over 20 years. He has extensive experience with construction and maintenance of fire alarm systems.

Dan Reed – Master Electrician

Mr. Reed has been an electrician for over 30 years. He holds a master electrician license in all six New England States. He has extensive experience in both exterior and interior electrical systems, as well as full Turn-key fire alarm system installations for various customers/locations, including: Woods Hole Oceanographic Institute; Shaw's Supermarket Ashland, MA; Star Market, West Main St, Hyannis, MA; New Bedford Housing Authority; Five Star Surgical, New Bedford, MA.

Ronal Bilodeau – Teledata Lineman/Mechanic

Pine Ridge Technologies, Inc.
217R Main Street, North Reading, MA 01864
PH: (781) 246-5555; FAX: (781) 246-5554

Confidential and Proprietary

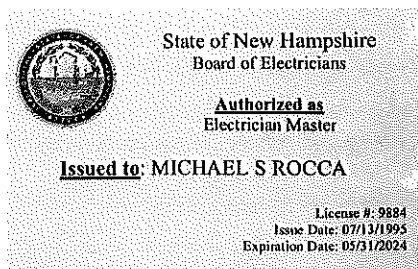
Equipment List

**Pine Ridge Technologies, Inc. also has numerous accounts and lease agreements with equipment companies to obtain any piece of equipment required for completion our work

Type of Equipment:		
Make, Model and Year	Type of Equipment	Serial no. / Vin No.
2016 CHEVY C4500	14' BOX TRUCK	54DCDW1B4GS809726
2013 ISUZU NQR	18' BOX TRUCK	54DB4W1B5DS800914
2017 ISUZU NPR	14' BOX TRUCK	54DC4W1B2HS808852
2011 HINO 258268	RACK TRUCK	5PVNJ8JM4B4S50226
2005 FORD F750	RACK TRUCK	3FRXF75G85V174430
2007 INT'L 4200	RACK TRUCK W/ IMPACT ATTENUATOR (TRAFFIX - SCORPION II)	1HTMPAFM87H436705
2014 FORD F250	PICK UP TRUCK	1FTBF2B62EEA06445
2013 CHEVY 2500	PICK UP TRUCK	1GC0CVC5DF215132
2017 CHEVY 1500	PICK UP TRUCK	1GCNKNCE4H2221138
2020 CHEVY 2500	PICK UP TRUCK	1GC0YLE79LF207651
2015 CHEVY 2500	PICK UP TRUCK UTILITY BODY	1GB2KUEG7FZ555536
2017 CHEVY 2500	PICK UP TRUCK UTILITY BODY	1GC2KUEG6H235364
2020 Dodge RA 3500	PICK UP TRUCK UTILITY BODY	3C7WRTAJ8LG106353
2020 Dodge RA 3500	PICK UP TRUCK UTILITY BODY	3C7WRDAJ4LG134902
2018 DODGE RAM 3500	PICK UP TRUCK UTILITY BODY	3C7WRTBJ9JG414501
2008 CHEVY EXPRESS	SERVICE VAN	1GCFG15X581230821
2014 MERCEDES SPRINTER	SERVICE VAN	WD4PE7CC6ES849225
2007 FORD F550	43' BUCKET TRUCK	1FDAF57P77EA42838
2017 FORD F550	43' BUCKET TRUCK	1FDUF5GT4HDA09491
2016 DODGE 5500	43' BUCKET TRUCK	3C7WRMAL5GG145396
1997 FORD F450	34' BUCKET TRUCK	3FELF47G4VMA68688
2016 HINO 258ALP-16	43' BUCKET TRUCK	5PVNJ8JNXG4S52093
2016 DODGE 5500	50' BUCKET TRUCK W/ MATERIAL HANDLER	3C7WRNBL3GG307675
2016 FORD F550	43' BUCKET TRUCK	1FDUF5GT6GED30022
2018 DODGE 5500 RAM	43' BUCKET TRUCK	3C7WRMAL4JG122456
2018 DODGE 5500 RAM	43' BUCKET TRUCK	3C7WRNB12JG243859
2018 DODGE 5500 RAM	43' BUCKET TRUCK	3C7WRNB1JG242909
2018 FORD F550	43' BUCKET TRUCK	1FDUF5GY1JEC20322
2017 MERCEDES SPRINTER	34' BUCKET VAN	WD3PF3CC8HP385339
2019 MERCEDES SPRINTER	SPRINTER VAN	W1W4EBVY4KT019279
1999 GMC C7500	52' PLATFORM TRUCK	1GDM7H1C8XJ512271
2001 INT'L 4900	DIGGER DERICK/CRANE	1HTSDAAR31H347408
2020 WESTERN STAR 4700SB	70' CRANE (PALFINGER SLS- PK40002-EH F)	SKKHAXDV3LLM8603
2017 ISUZU NPR	DUMP TRUCK	54DB4W1BXHS802857
2001 INT'L 4900	DUMP TRUCK	1HTSDAAR61H400294

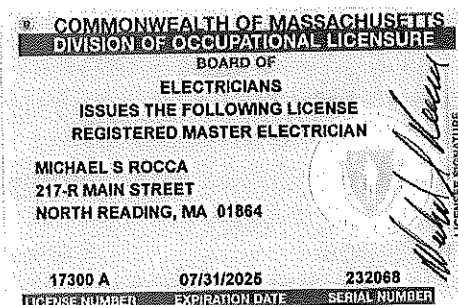
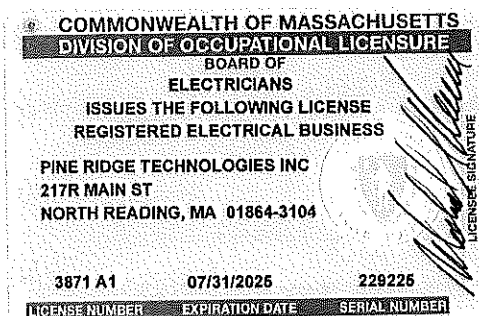
2011 UTILEV UT25P	FORKLIFT	A281J03700M
NISSAN CSP01L15S	FORKLIFT	CSP01-9A0353
2008 WANCO	ARROW BOARD	5F11S101X81003649
2014 SOLAR TECH	ARROW BOARD	4GM1A0914E1527032
2015 WANCO	ARROW BOARD	5F11S1010F1002538
2014 WANCO	ARROW BOARD	5F11S1015E1003117
2018 KAESER M27PE	92 CFM COMPRESSOR	WKA0N0758J6577909
2019 KAESER M27 (SKID MOUNT)	92 CFM COMPRESSOR	WKA050000K6988127
2019 KAESER M17 (CART STYLE)	60 CFM COMPRESSOR	WKA0N0000K6867354
2017 DOOSAN P185WDO- T4F	185 CFM COMPRESSOR	4FVCABAA8HU478431
TARGET FCTT20H20	LOOP/ASPHALT SAW	254684
CORE CUT 1800XL	LOOP/ASPHALT SAW	158009
GRNLEE 881CTE980	CONDUIT BENDER	-
GRNLEE 854DX	CONDUIT BENDER	AMZ00792
RADIO DETECTION RD7100	PIPE/CABLE LOCATOR	10/TRACE80-68- 135096
2020 HITACHI ZW80	LOADER	A11333
2020 KUBOTA U35-4R3A	EXCAVATOR	KBCCZ78CCL3B17825
2021 Kubota Ex KX080- 452R3A	EXCAVATOR	KBCDZ84CEL3G10712
2020 Kubota RTV-X1100- CWL-H	ATV	ASKC2GDBALG059316
2000 K-DEE1085	HYDR. WIRE TRAILER	1AVX8HE14Y10XB309
2008 Road Trailer	Road Trailer	46UFU162X81119829
2021 Trailer	Trailer	1Z9Z1AC13M1445312
2018 BIGTEX	UTILITY TRAILER	16VEX2029J2098695
Big Tex Trailer	Trailer	16V1U1516M3050216

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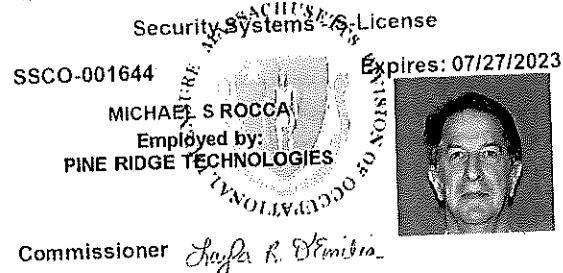


The Fiber Optic Association, Inc.
www.thefoa.org

Dave Rocca
Certification No. 2850004
CFOT
Expires: 06-21

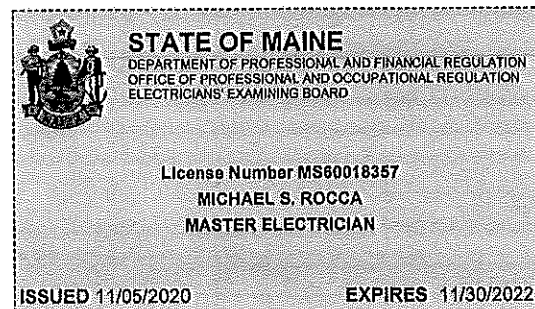


Commonwealth of Massachusetts
Division of Occupational Licensure



Other certifications:

- MBTA ROW training (all employees)
- Keolis RWP training (all employees)
- OSHA 10 (all employees)
- FOA certifications
- Certified welding
- MassDOT prequalification
- MaineDOT prequalification
- MBTA prequalification
- NHDOT prequalification
- DCAMM prequalification
- City of Boston F1 Licenses
- Underwriters Laboratory (UL) certified #S36227



Pine Ridge Technologies, Inc.
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TOWN OF NATICK, MASSACHUSETTS
SELECT BOARD

NEWFIELD DRIVE PEDESTRIAN LIGHTING

3. BID BOND

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

Pine Ridge Technologies, Inc.

(Name of Contractor)

217R Main Street, North Reading, MA 01864

(Address of Contractor)

a Corporation _____, hereinafter called PRINCIPAL and (Corporation, Partnership, or Individual)

Merchants National Bonding, Inc.

(Name of Surety)

P.O. Box 14498, Des Moines, IA 50306

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

the Town of Natick, Massachusetts

(Name of Owner)

Natick Town Hall, 13 East Central Street, Natick, MA 01760

(Address of Owner)

as OWNER in the total aggregate penal sum of

Five Percent of Total Bid Amount Dollars (\$ 5% of TAB)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The Condition of the above obligation is such that, whereas the Principal has submitted to the Board of Selectmen, Town of Natick, Massachusetts a certain Bid, attached hereto and hereby made a part hereof and hereby incorporated by reference herein, to enter into a Contract in writing, for the NEWFIELD DRIVE PEDESTRIAN LIGHTING Project in Natick, Massachusetts.

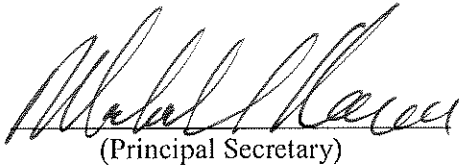
NOW, THEREFORE,

- (a) If said Bid shall be rejected, or
- (b) If said 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) and shall furnish a Bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, 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; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hand 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.

ATTEST:

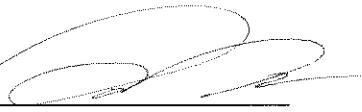

(Principal Secretary)

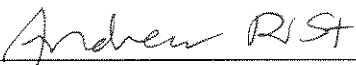
Pine Ridge Technologies, Inc.

Principal

(SEAL)(s)

By


Signature


Printed Name


Printed Title

217R Main Street, North Reading, MA 01864

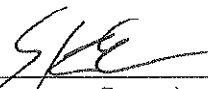
(Address)

(Address)

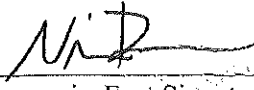
Merchants National Bonding, Inc.

(Surety)

ATTEST:


(Witness as to Surety)

By


Attorney-in-Fact Signature

Nick Dean

Printed Name

Attorney-in-Fact

Printed Title

PO Box 29018, Portland, Oregon 97296-9018

(Address)

(Address)

If Contractor is partnership, all partners should execute Bond.

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 state of Massachusetts.

MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Allison Thornhill; Cathy Combs; Emily Nagel; Jaimie Kangas; Karl Choltus; Kelly M Niemela; Nick Dean; Sarah Harren; Stefan Karl Engelhardt

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 6th day of January, 2023.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 6th day of January, 2023, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Kim Lee
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 9th day of May, 2023.



William Warner Jr.
Secretary



March, 17th, 2023

To Whom It May Concern;

Pine Ridge Technologies, Inc., of North Reading, MA is an existing client of BankProv since 2018. All credit facilities are covenant compliant based upon the most recent review and deposit accounts are currently in good standing. If you have any additional questions, please do not hesitate to contact me.

Warm regards,

A handwritten signature in black ink, appearing to read "Joel A. Gianninoto".

Joel A. Gianninoto

VP, Team Leader Business Banking



p. 603-488-6452

m. 413-320-5221

e. jgianninoto@bankprov.com



The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

Date: August 16, 2022

To Whom It May Concern :

I hereby certify that according to the records of this office,

PINE RIDGE TECHNOLOGIES, INC.

is a domestic corporation organized on **March 26, 2014** , under the General Laws of the Commonwealth of Massachusetts. I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

A handwritten signature in blue ink, reading "William Francis Galvin".

Secretary of the Commonwealth

Certificate Number: 22080387550

Verify this Certificate at: <http://corp.sec.state.ma.us/CorpWeb/Certificates/Verify.aspx>

Processed by: smc

NEWFIELD DRIVE PEDESTRIAN LIGHTING

FOR THE

TOWN OF NATICK

APRIL 2023

**TOWN OF NATICK
DEPARTMENT OF PUBLIC WORKS
75 WEST STREET
NATICK, MA, 01760**

THIS PAGE IS LEFT INTENTIONALLY BLANK.

TOWN OF NATICK, MASSACHUSETTS
SELECT BOARD

INVITATION FOR BIDS

Pursuant to the provisions of the General Laws of the Commonwealth of Massachusetts, (the Town of Natick, the Awarding Authority, (hereinafter referred to as "Owner")), by the Natick Select Board of the Town of Natick, Massachusetts, invites sealed Bids for the General Contract from responsible and eligible bidders for Newfield Drive Pedestrian Lighting.

Sealed Bids shall be received for the General Contract until **May 11, 2023**, at 9:00 A.M. local time, at the Natick DPW Building, 75 West Street, Natick, MA 01760, at which time and place they will be opened in the presence of a witness, read and registered. Viewing of the bid opening may be had at the following ZOOM site:

Join Zoom Meeting <https://us06web.zoom.us/j/87245634487> Meeting ID: 872 4563 4487 One tap mobile +19292056099,,87245634487# US (New York) +13017158592,,87245634487# US (Washington DC)
No faxed or email, or conditional bids shall be accepted. If the Procurement Office within the DPW Building is closed due to weather or other emergency, the deadline for receipt of bids shall be extended until 10:00 A.M. local time on the next business day upon which the Procurement Office is open for business.

Each and every Bid shall be submitted on the Bid Form furnished with the Bidding Documents and shall be addressed to the Select Board. Each and every Bid shall be sealed in an envelope which is clearly marked in the lower left hand corner "**BID FOR NEWFIELD DRIVE PEDESTRIAN LIGHTING**"

This Invitation for Bids contemplates the following Work to be performed: Newfield Drive Pedestrian Lighting for the Town of Natick. The work under this Contract consists of furnishing all necessary labor, materials and equipment required for street lighting installation along Newfield Drive between West Central Street (Route 135) and Silver Hill Lane. The work includes installation of pedestrian level and vehicle level street lighting as shown, conduit, foundations, street light control cabinet, power connection to an existing utility pole, loam and seed, and all other work as directed by the Town to be completed for this project. All work shall be performed in accordance with these specifications and completed within the identified bid items. The Contractor shall coordinate with the Town for the exact location of the street lights.

The Contractor shall supply all labor, materials and equipment necessary to complete the work shown on the Contract Drawings and hereinafter contained in the Specifications.

The Invitation for Bids ("IFB") may be obtained from the Procurement Office, Natick Public Works, 75 West Street, Natick, MA 01760, between 8:00 A.M. and 4:00 P.M. local time, Monday through Thursday, and between 8:00 A.M. and 12:00 P.M. (noon) local time, Friday, by emailing bleblanc@natickma.org, beginning on **April 19, 2023**.

Complete instructions for filing Bids are included in the Instructions to Bidders. Every Bid shall be submitted in full accordance with those Instructions to Bidders. Bids shall be valid only when

accompanied by all of the following: (1) a fully completed and properly executed "Bid Form for General Bid"; (2) Bid security in the amount of five percent (5%) of the amount bid, in a form as described in the Instructions to Bidders and made payable to the "Town of Natick Select Board."

Attention of the Bidder is called to the requirements for minimum prevailing wage rates to be paid under this Contract and the reporting associated thereto. Minimum prevailing wage rates are required as per M.G.L, c, 149, §§ 26 to 27D, inclusive. Minimum prevailing wage rates determined by the Commissioner are as contained in the Supplementary Conditions section of the Contract Documents.

Bids for this Contract are subject to the provisions of M.G.L. c. 149, secs. 44A et seq. The successful Bidder will be required to furnish a Payment and Performance Bond, with a surety company which is acceptable to Owner, each in the amount of one hundred percent (100%) full amount of the Contract. Contract payment will be by the unit price and lump sum price method as indicated on the Bid Form. No Bidder may withdraw his Bid for a period of thirty (30) days after the date designated above for the opening. The Owner reserves the right to reject any or all Bids or to accept any Bid deemed by it to be in the best interest of the Town of Natick, and, to the extent permitted by law, to limit the extent of the work to keep within the limits of available funds. The award of any Contract pursuant to this Invitation for Bids is subject to appropriation by Natick Town Meeting.

Bidder's attention is directed to the Non-Discrimination in Employment and Affirmative Action Program requirements of this Contract. The requirements of these programs are explained in the Instructions to Bidders and in Part I of the Supplementary Conditions of the Contract.

TOWN OF NATICK
Select Board
Bruce T. Evans, Chair
Kathryn M. Coughlin, Vice Chair
Richard Sidney, Clerk
Paul R. Joseph
Kristen L. Pope

Town Administrator
James Errickson

TOWN OF NATICK, MASSACHUSETTS
SELECT BOARD

NEWFIELD DRIVE PEDESTRIAN LIGHTING

1. INSTRUCTIONS TO BIDDERS

1. RECEIPT OF BIDS AND COPIES OF BID DOCUMENTS:

1.1 In accordance with Massachusetts General Laws, Chapter 30, Section 39M, and all other applicable laws, Bids will be received by the Select Board of the Town of Natick (hereinafter known as the OWNER) at the DPW Building, 75 West Street, Natick, MA 01760, until **May 11, 2023, at 9:00 A.M.** local time, and then at said office be opened in the presence of a witness. Viewing will be available upon ZOOM in the link set forth in the Invitation for Bids. The clock in the Procurement Office shall be considered official. No faxed, email, or conditional bids shall be accepted. If the Procurement Office within the DPW Building is closed due to weather or other emergency, the deadline for receipt of bids shall be extended until 10:00 A.M. local time on the next business day upon which the Procurement Office is open for business.

1.2 Each Bid shall be submitted in an opaque sealed envelope, addressed to the Select Board, and shall be delivered to the Procurement Office, DPW Building, 75 West Street, Natick, MA 01760. Each sealed envelope containing a Bid shall be plainly marked on the outside as "**BID FOR NEWFIELD DRIVE PEDESTRIAN LIGHTING**" and also shall bear the name of the Bidder, his address, his contact telephone number, and also his license number, if applicable. If forwarded by mail, the sealed envelope containing the Bid shall be enclosed in another envelope addressed to the Procurement Office, DPW Building, 75 West Street, Natick, MA 01760. The Bid Security shall be attached to the signature page of the Bid.

1.3 Submission of a Bid shall be conclusive evidence that the Bidder has examined the Premises and the Bid Documents and is familiar with all the conditions of the proposed Contract. Upon finding any omissions or discrepancy in this Invitation for Bids, the Bidder shall notify the Procurement Officer immediately so that any necessary addenda may be issued. Failure of the Bidder to investigate completely the Premises and/or to be thoroughly familiar with the Bid Documents shall in no way relieve any such Bidder from any obligation with respect to the Bid.

1.4 DELETED.

1.5 Complete sets of the Bid Documents may be obtained from the Procurement Office, Natick Public Works, 75 West Street, Natick, MA 01760, between 8:00 A.M. and 4:00 P.M. local time, Monday through Thursday, and between 8:00 A.M. and 12:00 P.M. (noon) local time, Friday, by emailing bleblanc@natickma.org, beginning on April 19, 2023.

1.6 Complete sets of Bid Documents shall be used in preparing Bids; neither OWNER nor ENGINEER assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.

1.7 OWNER and ENGINEER, in making copies of Bid Documents available on the above terms, do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

2. SCOPE OF WORK/LOCATION OF WORK:

2.1 The Work for this project consists of the following scope items:

This Invitation for Bids contemplates the following Work to be performed: Newfield Drive Pedestrian Lighting for the Town of Natick. The work under this Contract consists of furnishing all necessary labor, materials and equipment required for street lighting installation along Newfield Drive between West Central Street (Route 135) and Silver Hill Lane. The work includes installation of pedestrian level and vehicle level street lighting as shown, conduit, foundations, street light control cabinet, power connection to an existing utility pole, and any other work as directed by the Town. The Contractor shall coordinate with the Town for the exact location of the street lights.

2.2 The Contractor shall supply all labor, materials and equipment necessary to complete the work shown on the Contract Drawings and hereinafter contained in the Specifications.

2.3 To the extent permitted by law, the OWNER reserves the right to eliminate certain sections of the Work as may be determined by it as a basis of award, to keep within the limits of available funds, or to add sections of the work previously eliminated.

3. SCHEDULING:

3.1 The Contract time will start on the date indicated on the Notice to Proceed and the Successful Bidder shall proceed on a continuous basis following Contract start date until all work is complete, unless directed differently by the OWNER.

4. FORM OF BID:

4.1 All Bids shall be made on the blank form included in Section 00300 which follows this notice, and each Bid shall state a price for each lump sum item. The total of the item prices when correctly calculated, shall be used in the comparison of Bids received. In the event there is a discrepancy in the Bid between the prices written in words and figures, the prices written in words shall govern.

4.2 The form of Bid shall not be changed, and it shall be signed by the Bidder with his business address and place of residence.

4.3 A conditional or qualified Bid shall not be accepted.

5. BID SECURITY:

5.1 Each Bid shall be accompanied by a Bid Bond written by a surety company qualified to do business in Massachusetts, or by Cash, or a Certified Check, or Treasurer's or Cashier's Check issued by a responsible bank or trust company, as Bid Security, in the amount of five (5%) percent of the total Bid, made payable to the Town of Natick.

5.2 The Bid Security of Bidders, except those of the three lowest responsible and eligible Bidders, shall be returned within five (5) days, Saturdays, Sundays and holidays excluded, after opening of Bids. The Bid Security of said three lowest Bidders shall be returned upon execution of the Contract.

5.3 In case the Successful Bidder shall fail or neglect to execute the Contract and furnish the satisfactory bonds within the time specified, the OWNER may determine that the Bidder has abandoned the Contract and thereupon the Bid Security accompanying the Bid shall be forfeited to the OWNER as liquidated damages for such failure or neglect, and to indemnify said OWNER for any loss which may be sustained by failure of the Bidder to execute the Contract and furnish the bonds as aforesaid, provided that, in case of death, disability, or other unforeseen circumstances affecting the Bidder, such Bid Security may be returned to him. After execution of the Contract and acceptance of the bonds by the OWNER, the Bid Security accompanying the Bid of the Successful Bidder will be returned.

6. WITHDRAWAL OF BIDS:

6.1 Once Bid is submitted and received by the OWNER for consideration and comparison with other Bids similarly submitted, the Bidder agrees that he may not and shall not withdraw said Bid within a period of thirty (30) days (Saturdays, Sundays and legal holidays excluded).

6.2 Upon proper request and identification, Bids may be withdrawn only as follows:

1. At any time prior to the designated time for the opening of Bids.
2. Provided the Bid has not theretofore been accepted by the OWNER, at any time subsequent to the expiration of the period during which the Bidder has agreed not to withdraw his Bid.

6.3 Unless a Bid is withdrawn as provided above, each Bidder shall agree that it shall be deemed open for acceptance until the Contract has been executed by both parties thereto, or until the OWNER notifies a Bidder in writing that his Bid is rejected, or that the OWNER does not intend to accept it, or returns his Bid deposit. Notice of acceptance of a Bid shall not constitute rejection of any other Bid.

7. EXPERIENCE OF BIDDER:

DELETED.

8. QUESTIONS REGARDING DRAWINGS AND DOCUMENTS:

8.1 In general, no answer will be given to prospective Bidders in reply to an oral question if the question involves an interpretation of the intent or meaning of the Drawings or other Contract Documents, or the equality or use of products or methods other than those designated or described on the Drawings or in the Specifications. Any information given to Bidders other than by means of the Drawings and other Contract Documents, including Addenda, as described below, is given informally, for information and the convenience of the Bidder only and is not guaranteed. Each Bidder agrees that such information shall not be used as the basis of, nor shall the giving of any such information entitle the Bidder to assert, any claim or demand against the OWNER or the ENGINEER or account thereof.

8.2 To receive consideration, such questions shall be submitted in writing to the OWNER, with a copy to the ENGINEER, at least seven (7) days before the established date for receipt of Bids. If the question involves the equality of use of products or methods, it shall be accompanied by Drawings, Specifications, or other data in sufficient detail to enable the ENGINEER to determine the equality or suitability of the product or method. In general, the ENGINEER will neither approve nor disapprove particular products prior to the opening of Bids. Such products will be considered when offered by the CONTRACTOR for incorporation into the work.

8.3 The ENGINEER will set forth as Addenda, which shall become part of the Contract Documents, such questions received as above provided as in his sole judgment are appropriate or necessary and his decision regarding each. At least two (2) days prior to the receipt of Bids, he will send a copy of these Addenda to those prospective Bidders known to have taken out sets of the Drawings and other Contract Documents.

8.4 Addenda notification will be distributed by email to all parties recorded by the Engineer as having received bidding documents and are on the planholder list. The prospective bidders will download addendums from the Engineer's website. Alternative methods of distributing addendum must be requested by the party recorded as receiving bidding documents. Each Bidder shall be responsible for determining that it has received all Addenda, which have been issued. If an Addendum notification is issued by email, ENGINEER will request a return email to verify receipt of the Addendum, however, failure by any Bidder or prospective Bidder to send a return email will not invalidate the delivery of the Addendum notification.

8.5 Each Bidder agrees to use the products and methods designated or described in the Specifications as amended by the Addenda.

8.6 It shall each Bidder's responsibility to confirm the existence of Addenda with the ENGINEER prior to submittal of Bid.

9. INFORMATION NOT GUARANTEED:

9.1 It is agreed and understood that no Bidder or CONTRACTOR shall use or be entitled to use, any of the information made available to him or obtained in any examination made by him in any manner as a basis of or ground for any claim or demand against the OWNER or the ENGINEER, arising from or by reason of any variance which may exist between the information made available and the actual subsurface or other conditions, natural phenomena, existing pipes, or other structures actually encountered during the construction work, except as may otherwise be expressly provided for in the Contract Documents.

9.2 All information given on the Drawings or in the other Contract Documents relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures, is from the best sources at present available to the OWNER. All such information is furnished only for the information and convenience of Bidders and is not guaranteed.

9.3 It is further agreed and understood that OWNER does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures encountered during construction will be the same as those indicated on the Contract Drawings, or in the other Contract Documents.

10. BIDDER RESPONSIBILITY:

10.1 If a Bidder, after examining the site and Contract Documents, determines the presence of a discrepancy between the Contract Drawings and Contract Specifications, it is each Bidder's responsibility to notify the ENGINEER prior to the Bid opening. ENGINEER shall review and issue an Addendum if necessary. If a Bidder fails to notify ENGINEER of such discrepancy and is awarded the Contract, the CONTRACTOR shall not be entitled to a Contract price adjustment if OWNER or ENGINEER determines CONTRACTOR was aware of the discrepancy during the Bid period.

10.2 Each Bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract Documents. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation in respect to his Bid.

10.3 The Contract Documents contain the provisions required for the construction of the project. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by each Bidder or relieve him from fulfilling any of the conditions of the Contract.

10.4 It is the CONTRACTOR'S responsibility to visit each known site in order to identify any limitations in access to each site. The OWNER will not be responsible for any claims for additional cost during construction that are related to access to each known site.

10.5 Each Bidder assumes all responsibility for the Bid arriving on time and at the designated location. The time of receipt of a Bid shall determine the acceptability of mailed Bids, regardless of postmark. It shall be the sole responsibility of the Bidder to assure that a Bid has arrived before the time for opening of Bids as specified in the Invitation for Bids and Instructions to Bidders. Bids received at the specified location and after the time specified will not be accepted.

11. COMPARISON OF BIDS:

11.1 All Bids will be compared on the basis of the estimate of quantities of work to be done, per unit price and/or lump sum items, as tabulated in the Bid. Estimated quantities are approximate only, being given for the uniform comparison of Bids. The OWNER does not expressly agree, or by implication agree, that the actual amount of work will correspond therewith, and the right is expressly reserved, to increase or diminish the amount of any class or portion of the work, or to omit construction in certain locations, as may be deemed necessary by the OWNER to keep within the limits of available funds, as permitted by applicable law.

12. RIGHTS RESERVED BY OWNER:

12.1 The OWNER reserves the right to reject any or all Bids, or to waive any informalities or minor defects, if deemed by it to be in the best interest of the Town of Natick.

12.2 The OWNER may make such investigations as it deems necessary to determine the ability of each Bidder to perform the work, and the Bidder shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any Bid if the evidence submitted by, or investigation of such Bidder fails to satisfy the OWNER that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein.

12.3 The low Bidder shall supply the names and addresses of suppliers and subcontractors when requested to do so by the OWNER.

12.4 The Town may terminate the Contract upon written notice to the CONTRACTOR if a source of money to fund the Contract is not available during any year of the Contract term. In the alternative, the parties may agree in writing to amend the Contract to provide for a Contract price which represents the reduced appropriation for a contract year.

13. AWARD OF CONTRACT:

13.1 Award of the Contract will be made to the lowest responsible and eligible Bidder. The term "lowest responsible and eligible bidder" shall mean the bidder: (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who shall certify, that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (3) who shall certify that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten (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; (4) who, where the provisions of section 8B of chapter 29 apply, shall have been determined to be qualified thereunder, and (5) who obtains within ten (10) days of the notification of contract award the security by bond required under section 29 of chapter 149; provided that for the purposes of this section the term "security by bond" shall mean the bond of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the awarding authority; provided further that if there is more than one (1) surety company, the surety companies shall be jointly and severally liable. The party to whom the CONTRACT is awarded will be required to execute the Contract, obtain Payment and Performance Bonds, Insurance Certificates and Certification Form, and a Certificate of Vote of authorization of signature on Documents, within ten (10) calendar days from receipt of Notice of Award. The Notice of Award shall be accompanied by the necessary Agreement and Bid Forms. In case of failure of a Bidder to execute the Contract and provide the above mentioned Bonds, Certificates, etc., the OWNER may at its option, consider the Bidder in default, in which case the Bid security accompanying the Bid shall become property of the OWNER.

14. PAYMENT AND PERFORMANCE BONDS:

14.1 A Performance Bond and a Payment Bond, each in the amount of one hundred percent (100%) of the Contract price, with a corporate surety approved by the OWNER will be required for the faithful performance of the Contract.

14.2 Attorneys-in-fact who sign Bid Bonds or Payment Bond and Performance Bond, shall file with each Bond, a certified and effective dated copy of their Power of Attorney.

15. CONTRACT INSURANCE:

15.1 The Successful Bidder shall provide Commercial General Liability Insurance, Automotive Liability Insurance, Worker's Compensation and Employer's Liability Insurance, including other coverages such as indicated in the General Conditions and as amended in the Supplementary Conditions.

15.2 Each certificate and policy of insurance required by the Contract shall contain a cancellation provision as indicated below with no variations.

"Should any of the above described policies be cancelled or materially amended before the expiration date thereof, the issuing insurer will mail within thirty (30) days prior written notice to the certificate holder named to the left".

15.3 The Successful Bidder shall provide an endorsement or endorsements which indicate that the Town of Natick is named as an additional insured on the required policies of Commercial General Liability Insurance, Automobile Liability Insurance, and Excess Liability Insurance, Umbrella Form and maintain throughout the term of the Contract and any extension or renewal thereof.

15.4 The Successful Bidder shall provide separate Owner's Protective Liability Insurance, with the OWNER and ENGINEER only as insured. A rider clause to the Contractor's Liability Insurance shall not be acceptable.

16. INDEMNIFICATION:

16.1 The Successful Bidder shall assume the indemnification responsibilities set forth in the Contract which is included in the Bid Documents and is incorporated herein by reference.

17. CONTRACT SIGNING AND NOTICE TO PROCEED:

17.1 The Notice to Proceed shall be issued within thirty (30) days of the effective date of the Contract by the OWNER. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and the Successful Bidder. If the Notice to Proceed has not been issued within the thirty (30) day period, or within the period mutually agreed upon, the Successful Bidder may terminate the Contract without further liability on the part of either party.

18. TIME OF STARTING:

18.1 The work shall start on the date to be placed on the Notice to Proceed, and proceed on a continuous basis until complete, except for winter shutdown or unless directed differently by OWNER.

19. TIME OF COMPLETION AND LIQUIDATED DAMAGES:

19.1 The date for commencing Contract time will be the day to be indicated on the Notice to Proceed.

19.2 It is the intention of this Contract to achieve substantially completion of the work, in operating condition, as soon as practicable, but not later September 30, 2023.

19.3 The Successful Bidder agrees to pay as liquidated damages, the sum of four hundred (\$400.00) per day for each calendar day beyond September 30, 2023 (substantial completion) for which work is not substantially completed and eight hundred (\$800.00) per day for each calendar day beyond October 30, 2023 for which all work included in the Contract Documents is not fully completed and agrees that this sum is not contingent upon any financial losses incurred by the OWNER due to the delay and is not to be considered as a penalty, but an agreed upon sum to be deducted from CONTRACTOR'S payment.

19.4 It is the intention of the Contract to require the CONTRACTOR to commence work and to continue working on a continuous basis until complete.

20. LAWS AND REGULATIONS:

20.1 Each Bidder's attention is directed to the fact that all applicable Local, State and Federal laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout, and they will be deemed to be included in the Contract, the same as though herein written in full.

20.2 Notwithstanding the foregoing, the Contract is subject to the applicable provisions of, but not limited to, M. G. L.c. 30, §39M, which is incorporated herein by reference.

20.3 Notwithstanding the foregoing, the Contract is also subject to the dig-safe requirements of M.G.L. c. 82, § 40 and the applicable portions of 527 CMR 13, relating to Blasting.

21. CONTRACT DRAWINGS:

21.1 The construction project is as shown on the Contract Drawings.

22. UNBALANCED BIDS:

22.1 A Bidder shall not submit unbalanced prices for any of the Bid items on the Bid. All prices shall be reasonable for the Work entailed. The OWNER reserves the right to reject any Bid which contains unbalanced prices, considering such a Bid as non-responsive to the Instructions to Bidders, and to consider same as reason for rejecting a Bid.

22.2 Certain Bid items may have set minimum and/or maximum prices to provide uniformity in the comparison of Bids established by OWNER and indicated on the Bid form. Bids submitted not in compliance with these established amounts, may be rejected for non-compliance with the Instructions to Bidders.

23. SAFETY AND HEALTH REGULATIONS:

23.1 This project is subject to the Safety and Health Regulations of the U.S. Department of Labor set forth in Title 29 CFR Part 1926 and to all subsequent amendments, and to the Massachusetts Department of Labor and Workforce Development, Division of Industrial Safety "Rules and Regulations for the Prevention of Accidents in Construction Operations" (Chapter 454 CMR 10.00 et seq.). CONTRACTORS shall be familiar with the requirements of these regulations.

23.2 Each Bidder shall certify that it 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 shall have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten (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 he shall comply fully with all laws and regulations applicable to awards made subject to section 44A.

24. SALES TAX EXEMPTION:

24.1 The OWNER will provide a Massachusetts Sales Tax Blanket Exemption Certificate No. applicable to all materials to be furnished under this Contract.

24.2 Except as noted above, the Successful Bidder and Subcontractors shall pay all taxes levied by law on materials, labor or services furnished by them. Payments of such levies and sales taxes will be held to be included in Contract amounts.

25. PERMITS AND LICENSES:

25.1 All permits for work within the project limits shall be obtained. Town will waive the permit fees.

26. MINIMUM PREVAILING WAGE RATES:

26.1 Minimum Prevailing Wage Rates (Heavy Construction) as determined by the Commissioner of the Department of Labor and Workforce Development under the provisions of the Massachusetts General Laws, Chapter 149, Sections 26 to 27D, as amended, (the Prevailing Wage Act) apply to this project. It is the responsibility of the CONTRACTOR, before Bid opening, to request if necessary, any additional information on Minimum Prevailing Wage Rates for those tradespeople who are not covered by the following schedule of prevailing wage rates, but who may be employed for the proposed work under this Contract.

26.2 Minimum prevailing wage rates to be used for this Contract are contained in Part I of the Supplementary Conditions.

26.3 Regulations for the Prevailing Wage Act state that payment of compensation to workmen for work performed on public work on a lump sum basis, piece work system, or a price certain for the completion of a certain amount of work, or the production of a certain result shall be deemed a violation of the Act regardless of the average hourly earnings resulting therefrom. This shall result in the disqualification of any Contractor employing these methods.

26.4 The CONTRACTOR shall submit weekly payrolls to the OWNER during the progress of this Contract for each day work is performed.

27. WARRANTIES:

27.1 The Successful Bidder, if selected as the CONTRACTOR, shall furnish all supplies, equipment, and labor necessary for the performance of the services and/or delivery of equipment required by this Contract and warrants that it has in its employ, and throughout the term of this Contract or any extension or renewal thereof, shall continue to have a sufficient number of persons experienced in performing services required by this Contract, such that the CONTRACTOR'S obligations under this Contract shall be carried out in a prompt, safe and professional manner.

27.2 The Successful Bidder, if selected as the CONTRACTOR, shall further warrant that it shall perform services under this Contract with the highest degree of professionalism and care. Any equipment delivered, unless otherwise agreed by the parties, shall be of generally merchantable quality and shall be fit for the purpose sought by the OWNER.

27.3 The Successful Bidder, if selected as the CONTRACTOR, shall warrant to the OWNER that the work to be performed under the Contract shall be free from defects in material and workmanship for twelve (12) months after acceptance of the work by the OWNER. If any defects in material or workmanship regarding the work occur within said twelve (12) month period, the CONTRACTOR shall have the option of repairing or replacing the defective component(s) involved in the work. If part of the work is accepted in accordance with that subsection of the Contract titled Partial Acceptance, the warranty for that part of the work shall be for a period of one (1) year from the date fixed for such acceptance.

28. NONDISCRIMINATION IN EMPLOYMENT:

28.1 Contracts for work under this Bid shall obligate the CONTRACTOR and subcontractors not to discriminate in employment practices.

28.2 Contracts for work under this project shall obligate the CONTRACTOR and Subcontractors not to discriminate in employment practices, and shall maintain not less than five percent (5%) ratio of minority employees man hours to total man hours.

28.3 In connection with the performance of work under this Contract, the CONTRACTOR shall not discriminate against any employees or applicant for employment because of race, color, religious creed, national origin, age, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The aforesaid provision shall include, but not be limited to the following: advertising; recruitment; hiring; rates of pay or other forms of compensation; terms, conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. The CONTRACTOR shall post hereafter in conspicuous places, available for employees and applicants for employment notices to be provided by the applicable agent of the Commonwealth of Massachusetts setting forth the provisions of the Fair Employment Practices Law of the Commonwealth. The CONTRACTOR shall also undertake in good faith, affirmative action measures designed to eliminate any discriminatory barriers in the terms and conditions of employment on the grounds of race, color, religious creed, national origin, age, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap and to eliminate and remedy any effects of such discrimination in the past.

28.4 The Successful Bidder shall submit a Contractor's Certification Form and a Subcontractor's Certification Form concerning their employment practices and policies in order to maintain their eligibility to receive the Award of the Contract. These forms shall be submitted with the signed Contract Documents.

29. SUBSTITUTE OR "OR-EQUAL" ITEMS

29.1 The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or equal" item of material or equipment may be furnished or used by CONTRACTOR if acceptable to ENGINEER, application for such acceptance will not be considered by ENGINEER until after the Effective Date of the Agreement; all consideration shall comply with M.G.L. c. 30, §39M(b).

30. PRICE ADJUSTMENTS FOR SPECIFIC MATERIALS

30.1 In accordance with the requirements of Chapter 30, Section 38A of the General Laws of Massachusetts, Municipal Contracts for water and sewer projects bid under Chapter 30 Section 39M shall include a price adjustment clause for each of the following: fuel, both diesel and gasoline; liquid asphalt; and Portland cement contained in cast-in-place concrete. Details and baseline prices are provided in Section 00900.

NATICK, MASSACHUSETTS
SELECT BOARD

NEWFIELD DRIVE PEDESTRIAN LIGHTING

2. BID

The undersigned, as Bidder, declares that all persons or parties interested in this Bid as principals are named herein; that this Bid is bona fide, fair, and made without collusion or fraud with any person (As used in this section, the word "person" shall mean any natural person, business, joint venture, partnership, corporation, union, committee, club, or other organization, entity or group of individuals.); that he has carefully examined the location of the proposed Work and has, read the Contract Documents; that he shall agree to contract with the Town of Natick, in the form of a Contract to be deposited with the Owner, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish the materials and labor, specified in the Contract, in the manner and time therein prescribed, and according to the requirements of the OWNER, as therein set forth; and that he shall take in full payment therefor, the amounts resulting from the unit and/or lump sum prices which he bids in the following tabulation, when multiplied by the quantities of Work actually accomplished.

Bidder hereby agrees to commence Work under this Contract on or before the date to be indicated on the Notice to Proceed and will be substantially completed as soon as practicable, but no later than September 30, 2023, and will be fully completed by October 30, 2023 unless an extension of time is granted. Bidder further agrees to pay as liquidated damages, the sum of Four Hundred Dollars (\$400.00) for each consecutive calendar day thereafter that work is not substantially completed. Bidder further agrees to pay as liquidated damages the sum of Eight Hundred Dollars (\$800.00) for each consecutive day thereafter, that all is work is not completed as provided in the Information for Bidders Section of this Contract, and agrees that this sum is not contingent upon any financial losses incurred by the Owner due to the delay, and not to be considered as a penalty, but an agreed upon sum to be deducted from Contractor's payment. Bidder also agrees to the individual contract completion dates and liquidated damages outlined in the Instruction to Bidders.

Bidder acknowledges receipt of Addenda:

#1 _____ #2 _____ #3 _____

For all Work presented in the Bid Documents, Bidder submits the following Bid

Bid Form:

ITEM #	ITEM	UNIT PRICE	UOM	QTY	EXTENDED PRICE
451.	HMA for Patching		TON	20	\$
509.	Granite Transition Curb for Pedestrian Curb Ramps – Straight		FT	10	\$
509.1	Granite Transition Curb for Pedestrian Curb Ramps – Curved		FT	20	\$
580.	Curb Removed and Reset		FT	20	\$
751.	Loam for Roadsides		CY	100	\$
765.	Seeding		SY	850	\$
767.6	Aged Pine Bark Mulch		CY	10	\$
804.2	2-Inch NM Conduit		LF	1,730	\$
812.991	Decorative Light Pole Foundation		EA	20	\$
813.4	Wire Type 8 #10 AWG Direct Bury		LF	2,100	\$
813.43	Wire Type 8 #4 AWG Direct Bury		LF	7,450	\$
813.71	Ground Rod 8FT Long		EA	22	\$
812.992	Decorative Light Pole & Fixture (14' Pole Pedestrian Pole with LED Fixture)		EA	18	\$
812.993	Decorative Light Pole & Fixture (23'-8" Pole with Arm and LED Fixture)		EA	2	\$
823.6	Highway Lighting Control Cabinet and Foundation		EA	1	\$
852.	Safety Signing for Construction Operations		SF	100	\$
859.	Reflectorized Drum		DAY	800	\$
866.112	12 Inch Reflectorized White Line (Thermoplastic)		FT	400	\$
999.	Police Details (Allowance)	\$60.00	HR	200	\$ 12,000.00
TOTAL					\$

ITEM #	ITEM	UNIT PRICE	UOM	QTY	EXTENDED PRICE
TOTAL BASE BID PRICE (in words)					
DOLLARS					CENTS

TOTAL BID PRICE FOR BID COMPARISON =\$ _____

(Bid Price in Words)

The Town will award the project based upon available funding. An unbalanced or unreasonable lump sum or unit price submitted herein may be grounds for rejection of the Bid.

Specific items of this Contract may be eliminated or reduced in quantity to keep within limits of available funding, at the OWNER'S option.

STATEMENT OF EXPERIENCE: The undersigned as Bidder declares that he has successfully accomplished similar work in the following places:

1. Description of Project _____
(Include type of project, total value of Contract, date of

completion, etc.)

Owner & Contact Person _____
(Names, Addresses and Telephone Nos.)

Engineer & Contact Person _____

2. Description of Project _____
(Include type of project, total value of Contract, date of

completion, etc.)

Owner & Contact Person _____
(Names, Addresses and Telephone Nos.)

Engineer & Contact Person _____

3. Description of Project _____
(Include type of project, total value of Contract, date of

Completion, etc.)

Owner & Contact Person _____
(Names, Addresses and Telephone Nos.)

Engineer & Contact Person _____

4. Description of Project _____
(Include type of project, total value of Contract, date of

Completion, etc.)

Owner & Contact Person _____
(Names, Addresses and Telephone Nos.)

Engineer & Contact Person _____

5. Description of Project _____
(Include type of project, total value of Contract, date of

Of completion, etc.)

Owner & Contact Person _____

(Names, Addresses and Telephone Nos.)

Engineer & Contact Person _____

NOTE: Bidders may attach supplementary information, if necessary, to indicate the experience, organization and equipment available to undertake the Work in the event of an award of the Contract.

The Bidder shall list below, the name/names of subcontractor, if other than Bidder, who shall perform work on the project, including but not limited to the subcontractor qualified as an Approved Concrete Specialty Contractor to do the concrete repairs.

A. _____

B. _____

The Bidder shall submit a list of experience for above sub-contractor.

Each Bid shall be accompanied by a Bid Deposit in the form of a Bid Bond, or cash, or a certified check on, or a treasurer's or cashier's check issued by, a responsible bank or trust company, payable to the awarding authority. The amount of such Bid Deposit shall be five percent (5%) of the value of the Bid. No Bidder may withdraw his Bid for a period of thirty (30) days after the date of Bid opening, excluding Saturdays, Sundays and holidays.

A Performance Bond and a Payment Bond, each in the amount of one hundred percent (100 %) of the Contract Price, with a corporate surety approved by the OWNER, shall be required for the faithful performance of the Contract.

BIDDER: The full name and residence of all persons and parties interested in this Bid as principals, is as follows:

This Bid shall bear the written signature of the Bidder or his authorized agent. If the Bidder is a corporation or a partnership, the Bid shall be signed by a duly authorized officer of such corporation or by a partner, and the title of such officer shall be stated. The Certificate as to Corporate Bidder Form shall be completed following this page.

The undersigned Bidder hereby certifies he/she shall comply with the minority workforce percentage ratio and specific affirmative action steps contained in the Non-Discrimination in Workforce provisions of this Contract provisions. The Contractor receiving the award of the Contract shall be required to obtain from each of its subcontractors a copy of the certification by said subcontractor, regardless of tier, that it shall comply with the minority workforce ratio and specific affirmative action steps contained in these contract provisions and submit it to the contracting agency prior to the award of such subcontract.

The undersigned, as Bidder, hereby certifies that he is aware of the applicable requirements of the Williams-Steiger Occupational Safety and Health Act of 1970 (O.S.H.A.), and all latest revisions thereto, and that this Bid is prepared on the basis of compliance with those requirements.

The undersigned, as Bidder, hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work. The undersigned, as Bidder, hereby certifies that all employees to be employed at the worksite shall have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten (10) hours in duration at the time the employees begin work. The undersigned, as Bidder, hereby certifies that if it is selected as Contractor, it shall furnish documentation of successful completion of said course with the first certified payroll report for each employee. The undersigned, as Bidder, hereby certifies that he is currently in compliance with the provisions of Massachusetts General Laws, Chapter 151B, which governs nondiscrimination in employment.

The undersigned, as Bidder, hereby certifies that he shall maintain records in reasonable detail which accurately and fairly reflect the financial transactions and disposition of the Bidder, in accordance with M.G.L. Chapter 30, Section 39R.

THIS BID SUBMITTED ON _____ 20__

By _____
Signature

Printed Name

Printed Title

By _____
(Corporation Name)

(State of Incorporation)

(Corporate Seal)

Attest _____
(Secretary)

Business Address: _____

Telephone Number: () _____ Email Address: _____

Fax Number: () _____

• **CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under penalties of perjury that this Bid, in all respects is bona fide, fair, and 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, joint ventures, partnership, corporation, union, committee, club, or other organization, entity or group of individuals.

Name of Bidder

Address of Bidder

By:

Signature

Printed Name

Printed Title

Date

- **TAX COMPLIANCE CERTIFICATION**

Pursuant to M.G.L. c.62C, Section 49A, the undersigned hereby certifies under penalty of perjury _____ has complied with all laws of the Commonwealth of Massachusetts relating to the payment of taxes, to the reporting of employees and contractors, and to the withholding and remitting of child support.

Name of Bidder

Address of Bidder

By:

Signature

Printed Name

Printed Title

Date

• **CONFLICT OF INTEREST CERTIFICATION**

The Bidder named below hereby certifies that:

1. The Bidder has not given, offered, or agreed to give any gift, contribution, or, offer of employment as an inducement for, or in connection with, the award of a contract for these services.
2. No consultant to, or, subcontractor for the Bidder has given, offered, or agreed to give any gift, contribution, or, offer of employment to the Bidder, or, to any other person, corporation, or entity as an inducement for, or, in connection with, the award to the consultant or subcontractor of a contract by the Bidder.
3. No person, corporation, or, other entity, other than a bona fide full time employee of the Bidder has been retained or hired to solicit for or in any way assist the Bidder in obtaining the contract for services upon an agreement or understanding that such person, corporation, or entity be paid a fee or other compensation contingent upon the award of the contract to the Bidder.
4. The Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Bidder with respect to the services outlined in the Project Manual.
5. Bidder, its officers, employees, agents, subcontractors and affiliated agencies, shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

Name of Bidder

Address of Bidder

By: _____
Signature

Printed Name

Printed Title

Date

• **CERTIFICATE AS TO CORPORATE BIDDER**

I, _____ certify that I am the _____ of the corporation named as Bidder in the Bid included herein; that _____, who signed said Bid on behalf of the Bidder was then _____ of said corporation; that I know his signature; that his signature thereon is genuine and that said Bid was duly signed, sealed and executed for and in behalf of said corporation by authority of its governing body.

(Corporate Seal)

Name of Bidder

Address of Bidder

Telephone Number

By: _____
Signature

Printed Name

Printed Title

Date

This Certificate shall be completed where Bidder is a Corporation and shall be so completed by its Clerk. In the event that the Clerk is the person signing the Bidder on behalf of the Corporation, this certificate shall be completed by another office of the Corporation.

• **CERTIFICATE OF COMPLIANCE WITH M.G.L., C.151B**

The Bidder hereby certifies that it is in compliance with and shall remain in compliance with Massachusetts General Laws (M.G.L.) Chapter 151B and shall not discriminate on any prohibited basis outlined herein.

Name of Bidder

Address of Bidder

Telephone Number

By:

Signature

Printed Name

Printed Title

Date

• **CERTIFICATE OF NON-DEBARMENT**

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 F of chapter twenty-nine or any other applicable debarment provisions of any other chapter of the General Law or any rule or regulation promulgated thereunder.

(Company Name)

(Signature title)

Name of Bidder

Address of Bidder

By: _____
Signature

Printed Name

Printed Title

Date

• **CERTIFICATE OF FOREIGN CORPORATION**

If the Bidder is a foreign corporation, by affixing his or her signature, the Bidder certifies that the corporation is qualified under provision of M.G.L. c. 181, Section 4 to do business in the Commonwealth of Massachusetts.

Name of Bidder

Address of Bidder

By:

Signature

Printed Name

Printed Title

Date

If awarded the Contract, the Contractor shall provide with his agreement package, a certificate from the Secretary of the Commonwealth of Massachusetts that the corporation is qualified under provisions of M.G.L. c.181, Section 4, to do business in the Commonwealth.

- **CONTRACT INSURANCE REQUIREMENTS**

The undersigned certifies that he/she is aware of the insurance requirements of this Contract and he/she is willing and able to furnish the required insurance as specified, and that this Bid is prepared on the basis of compliance with these requirements.

Name of Bidder

Address of Bidder

By:

Signature

Printed Name

Printed Title

Date

- **OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION CERTIFICATION**

The undersigned agrees that if he is selected as the contractor, he shall comply with the provisions of M.G.L. Chapter 30, Section 39S.

The undersigned certifies, under penalties of perjury, that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; that all employees to be employed at the worksite shall have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten (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 all employees to be employed in the work subject to this Bid have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten (10) hours in duration.

Name of Bidder

Address of Bidder

By:

Signature

Printed Name

Printed Title

Date

TOWN OF NATICK, MASSACHUSETTS
SELECT BOARD

NEWFIELD DRIVE PEDESTRIAN LIGHTING

3. BID BOND

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

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called PRINCIPAL and (Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

the Town of Natick, Massachusetts

(Name of Owner)

Natick Town Hall, 13 East Central Street, Natick, MA 01760

(Address of Owner)

as OWNER in the total aggregate penal sum of

_____ Dollars (\$_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The Condition of the above obligation is such that, whereas the Principal has submitted to the Board of Selectmen, Town of Natick, Massachusetts a certain Bid, attached hereto and hereby made a part hereof and hereby incorporated by reference herein, to enter into a Contract in writing, for the NEWFIELD DRIVE PEDESTRIAN LIGHTING Project in Natick, Massachusetts.

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or
- (b) If said 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) and shall furnish a Bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, 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; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hand 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.

ATTEST:

Principal

(Principal Secretary)

(SEAL)(s)

By _____
Signature

Printed Name

Printed Title

(Address)

(Address)

(Surety)

ATTEST:

(Witness as to Surety)

By _____
Attorney-in-Fact Signature

Printed Name

Printed Title

(Address)

(Address)

If Contractor is partnership, all partners should execute Bond.

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 state of Massachusetts.

TOWN OF NATICK, MASSACHUSETTS
SELECT BOARD

NEWFIELD DRIVE PEDESTRIAN LIGHTING

4. NOTICE OF AWARD

DATED _____

To: BIDDER: _____
ADDRESS: _____

OWNER has considered the Bid submitted by you for the above described Work in response to the Invitation for Bids dated _____ and Instructions to Bidders.

You are hereby notified that your Bid has been accepted in the amount of \$_____.

You shall comply with the following conditions precedent within ten (10) calendar days of the date of this Notice of Award, that is by _____.

1. You shall deliver to OWNER five (5) fully executed counterparts of the Agreement including all the Contract Documents. Each of the Contract Documents shall bear your signature on the cover page.
2. You shall deliver with the executed Agreement, the Contract Security (Bonds - including both a fully-executed Performance Bond and a fully-executed Payment Bond - and Certificates of Insurance) as specified in the Instructions to Bidders, General Conditions and Supplementary Conditions.

Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

Five (5) copies of each of the proposed Contract Documents accompany this Notice of Award.

Within ten (10) days after you comply with those conditions, OWNER will return to you one (1) fully signed counterpart of the Agreement with the Contract Documents attached.

Dated this _____ day of _____, 20____.

By: _____

Signature of Owner's Representative

Printed Name

Printed Title

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By _____
(Contractor)

this ____ day of _____, 20____.

By _____
Authorized Signature

Printed Name

Printed Title

COPY TO ENGINEER

TOWN OF NATICK, MASSACHUSETTS
SELECT BOARD

NEWFIELD DRIVE PEDESTRIAN LIGHTING

5. AGREEMENT

THIS AGREEMENT made this _____ day of _____ in the year 20__, by and between the Town of Natick, Massachusetts, Natick Town Hall, 13 East Central Street, Natick, MA 01760 (hereinafter called OWNER), by the Natick Select Board, and

_____, having an address of _____, doing business as a (Corporation, Partnership or Individual) hereinafter called "CONTRACTOR."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, OWNER and CONTRACTOR hereby agree as follows:

ARTICLE 1. WORK

1.1. CONTRACTOR shall commence the Work as specified or indicated in the Contract Documents as defined in Article 8 herein. The Work is generally described as follows:

1.2. The NEWFIELD DRIVE PEDESTRIAN LIGHTING Project under this Contract consists of furnishing all necessary labor, materials and equipment required for street lighting installation along Newfield Drive between West Central Street (Route 135) and Silver Hill Lane. The work includes installation of pedestrian level and vehicle level street lighting as shown, conduit, foundations, street light control cabinet, power connection to an existing utility pole, and any other work as directed by the Town. The Contractor shall coordinate with the Town for the exact location of the street lights

1.3. CONTRACTOR shall furnish all materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the Project described herein.

ARTICLE 2. ENGINEER

2.1. The Project has been designed by Environmental Partners Group, LLC, who is hereinafter called ENGINEER and who shall act as OWNER'S representative, who shall assume all duties and responsibilities, and who and shall have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

3.1. CONTRACTOR shall commence work when authorization by the OWNER or ENGINEER with the provisions of the Notice to Proceed and Contract Documents. The work will be substantially complete by September 30, 2023. and all work to be completed by October 30, 2023. Therefore, the date all work will be completed in October 30, 2023.

3.2. Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement. They also recognize the delays, expense and difficulties involved in proving in a legal 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 **Four Hundred** dollars (\$400.00) for each day that expires after Substantial Completion date and **Eight Hundred** dollars (\$800.00) after Final Completion date specified in paragraph 3.1 of this section for completion and readiness for final payment.

ARTICLE 4. CONTRACT PRICE

4.1. In consideration for performance of the work as required by the Contract Documents, the OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

Contractor's Bid is attached to this Agreement as an exhibit.

TOTAL	CONTRACT	AMOUNT
	\$ _____	

As permitted by law, specific items of this Contract may be eliminated, or reduced in quantity to keep within the limits of available funding, at the OWNER'S option.

ARTICLE 5. PAYMENT PROCEDURES

5.1. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions, as modified, if applicable, by the Supplementary Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.2. Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER and as provided in Article 14 of the General Conditions, as modified, if applicable, by the Supplementary Conditions.

5.3. Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, as modified, if applicable, by the Supplementary Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.13.

ARTICLE 6. TERMS

6.1. Terms used in this Agreement, which are defined in Article 1 of the General Conditions, as modified, if applicable, by the Supplementary Conditions, will have the meanings indicated in the General Conditions, as modified, if applicable, by the Supplementary Conditions

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1. CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

7.2. CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 4.2 of the General Conditions, and accepts the determination set forth in paragraph SC-4.2 of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to rely.

7.3. CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in paragraph 7.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.2 of the General Conditions, as modified, if applicable, by the Supplementary Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

7.4. CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.03 of the General Conditions, as modified, if applicable, by the Supplementary Conditions.

7.5. CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.6. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

ARTICLE 8. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 8.1 Invitation for Bids
- 8.2 Instructions to Bidders
- 8.3 Contractor's Bid
- 8.4 This Agreement ("Agreement")
- 8.5 Exhibits to this Agreement
- 8.6 General Conditions
- 8.7 Supplementary Conditions
- 8.8 Contractor's Performance and Payment Bonds, and insurance certificates
- 8.9 Notice of Award
- 8.10 Notice to Proceed
- 8.11 Special Provisions contained in Section 00900 as listed in table of contents

8.12 Construction Drawings.

8.13 Addenda numbers ___ to ___, inclusive.

8.14 Change Order

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.04 and 3.05 of the General Conditions.

ARTICLE 9. INDEMNIFICATION

To the fullest extent permitted by law, the CONTRACTOR shall indemnify, defend, and hold harmless the Town of Natick and all of its officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind which arise out of the breach by the CONTRACTOR of its obligations under this Contract, or the act or omission of the CONTRACTOR, its Subcontractors, or their officers, employees, agents and representatives or anyone directly or indirectly employed by them, or anyone for whose acts or omissions they may be liable, regarding the work to be performed by the CONTRACTOR under the Contract, or which arise out of the violation of any Federal, Massachusetts or Town of Natick statute, by-law, rule, regulation, order or directive, or which relate to personal injury or property damage suffered by the CONTRACTOR or any of its officers or employees regarding the subject matter of the Contract.

ARTICLE 10: INSURANCE

10.1. The CONTRACTOR shall provide insurance that satisfies the categories and amounts specified in Article 5 of the General Conditions, as modified by Article 5 of the Supplementary Conditions.

10.2. Each certificate and policy of insurance required by this Agreement shall contain a cancellation provision as indicated below with no variations.

“Should any of the above described policies be canceled or materially amended before the expiration date thereof, the issuing insurer will mail within thirty (30) days written notice to the certificate holder named to the left”.

10.3. The Town of Natick and ENGINEER shall be named as an additional insured on each policy of insurance required by this agreement other than worker’s compensation.

ARTICLE 11: MISCELLANEOUS PROVISIONS

11.1. No assignment by CONTRACTOR of any rights under or interests in the Contract Documents will be binding on OWNER without the written consent of OWNER; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent, and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the CONTRACTOR from any duty or responsibility under the Contract Documents.

11.2. This Agreement shall be binding upon the OWNER and CONTRACTOR, their respective heirs, executors, administrators, successors, or assigns and legal representative to the other party hereto, its partners, heirs, executors, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

11.3. If any provision of this Agreement shall be determined to be invalid or unenforceable by final judgment of a court of competent jurisdiction, the remaining provisions shall continue in effect to the extent permitted by law.

11.4. This Agreement may be amended only by a written instrument signed by the parties.

11.5. This Agreement shall be governed by and construed in accordance with the Massachusetts law, without respect to choice of law principles.

11.6. The CONTRACTOR shall provide to the satisfaction of the OWNER, adequate supervision of all work performed under this Agreement.

11.7. This Agreement shall be subject to the Natick Non-Discrimination in the Workforce provision included in Part I Supplementary Conditions.

11.8. The CONTRACTOR shall comply with all provisions of law applicable to his work including without limitation statutes, by-laws rules, regulations, orders and directives. This Contract shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, and any other laws, as though such terms were set forth in their entirety herein. The CONTRACTOR shall comply with all applicable provisions of law and regulation as specified by the Williams-Steiger Occupational Safety and Health Act of 1970, as amended.

11.9. The CONTRACTOR has made this Contract in reliance on his own examinations and estimates as to the amount and character of his work, and conditions which may be encountered in the performance thereof, and shall assume all risks and bear all losses pertaining thereto.

11.10. The CONTRACTOR shall compensate the Town of Natick for all damages to the Town property of any nature arising out of the CONTRACTOR'S work.

11.11. The Town of Natick may defer payment to the CONTRACTOR of such sums otherwise due him under this Contract for such period of time as the Director of Public Works may deem required by law or expedient for protection of the Town or others against his noncompliance with the provisions thereof; and the Town may reimburse itself, by deduction from the money so retained, for all expense and loss resulting to it from his noncompliance.

11.12. No payment by the Town of Natick to the CONTRACTOR shall be deemed to be a waiver of any right of the Town of Natick under this Contract or ratification by the Town of Natick any breach hereof by him.

11.13. The CONTRACTOR shall provide services under this Agreement as an independent CONTRACTOR with the town of Natick and the CONTRACTOR and its employees shall not be entitled to receive any benefits of employment with the Town of Natick, including without limitation salary, overtime, vacation pay, holiday pay, health insurance, life insurance, pension or deferred compensation.

11.14. If any assignment shall be made by the CONTRACTOR or by any guarantor of the CONTRACTOR for the benefit of creditors, or if a petition is filed by the CONTRACTOR or by any guarantor of the CONTRACTOR for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the Bankruptcy Act is filed against the CONTRACTOR and such involuntary petition is not discharged within ninety (90) days thereafter, in any event the Town may terminate this Contract upon written notice to the CONTRACTOR.

11.15. The award of this Contract and the continued operation of this Contract are subject to appropriation by Natick Town Meeting of sufficient money to fund the Contract.

11.16. The Owner may terminate this Contract upon written notice to the CONTRACTOR if a source of money to fund the Contract is lost during any year of the Contract term. In the alternative, the parties may agree in writing to amend the Contract to provide for a Contract price which represents the reduced appropriation for a contract year.

11.17. In the event of termination, the CONTRACTOR shall be entitled to be paid for services rendered in accordance with this Contract prior to termination.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have executed or caused to be executed by their duly authorized officials this Agreement in five (5) copies, each of which shall be deemed as an original on the date first above written. One Counterpart each has been delivered to OWNER, CONTRACTOR, ENGINEER, Town Counsel and the Comptroller.

OWNER: _____
Town of Natick, Massachusetts

The Natick Select Board

Bruce T. Evans, Chair

Kathryn M. Coughlin, Vice Chair

Richard Sidney, Clerk

Paul R. Joseph

Kristen L. Pope
Dated: _____

CONTRACTOR:

Printed Name of CONTRACTOR

Signature

Printed Name

Printed Title

Dated: _____

CORPORATE SEAL

Attest

Owner Address for giving notices:

Select Board

Natick Town Hall

13 East Central Street Natick, MA 01760

Contractor Address for giving notices:

• **CERTIFICATE OF APPROPRIATION**

In accordance with the requirements of M.G.L. Chapter 44, Section 31C, this is to certify that an appropriation in the amount of this Agreement is available therefore, and that the Natick Select Board is authorized to execute this Agreement and to approve all requisitions and execute change orders.

				\$
--	--	--	--	----

Michelle Laramee
Comptroller, Town of Natick

Date

APPROVED AS TO FORM ONLY (AND NOT AS TO SUBSTANCE):

Karis L. North, Esq.
Office of the Town Counsel

Date

• **CERTIFICATE OF CORPORATE AUTHORIZATION**

I, _____, Clerk of _____, a _____ corporation organized pursuant to _____ state law, which maintains its principal office at _____ hereby certify that at a meeting of the Board of Directors of _____ (the "Corporation") duly held on _____, _____, at which

(Date must be earlier than

Agreement)

A quorum was present and voting throughout, the following vote was duly passed and is now in full force and effect:

"VOTED: That _____ be and hereby is

(Name of Officer authorized to sign for Corporation)

authorized, directed and empowered for, in the name and on behalf of this Corporation to sign seal with the corporate seal, execute, acknowledge and deliver all contracts, bonds and other obligations of the Corporation, with the Town of Natick, acting by and through the Town of Natick, Massachusetts, 13 East Central Street, Natick, MA 01760; the execution of any such contract, lease, bond or obligation by such

_____ to be valid and binding

(Name of Officer)

upon this Corporation for all purposes, and that a certificate of the Clerk of this Corporation setting forth this vote shall be delivered to the Town of Natick.

I further certify that

(Name of Officer)

is duly elected _____ of said Corporation.

(Title)

Signed: _____

Printed Name:

Printed Title: **(Clerk- Secretary)**

Date: _____

Place of Business: _____

AFFIX CORPORATE SEAL

COUNTERSIGNATURE: _____

(Name and Title of Officer)

Date: _____

In the event that the clerk or Secretary is the same person as the Officer authorized to sign that contract or other instrument for the Corporation, this certificate must be countersigned by another officer of the Corporation.

NATICK, MASSACHUSETTS
SELECT BOARD

NEWFIELD DRIVE PEDESTRIAN LIGHTING

• **CONTRACTOR'S CERTIFICATION**

Name of Project _____

A contractor will not be eligible for award of a contract unless such contractor has submitted the following certification, which is deemed a part of the resulting contract:

CONTRACTOR'S CERTIFICATION

that _____certifies

1. it intends to use the following listed construction trades in the work under the contract
_____;
and
2. will comply with the minority manpower ratio and specific affirmative action steps contained herein; and
3. will obtain from each of its Subcontractors and submit to the contracting or administering agency prior to the award of any subcontract under this contract the Subcontractor certification required by these bid conditions.

(Signature of authorized representative of Contractor)

Printed Name

Printed Title

Date

TOWN OF NATICK, MASSACHUSETTS
SELECT BOARD

NEWFIELD DRIVE PEDESTRIAN LIGHTING

• **SUBCONTRACTOR'S CERTIFICATION**

Name of Project _____

Prior to the award of any subcontract, regardless of tier, the prospective Subcontractor must execute and submit to the contractor the following certification, which is deemed a part of the resulting contract:

that _____ certifies

1. it intends to use the following listed construction trades in the work under the contract
_____;
and
2. will comply with the minority manpower ratio and specific affirmative action steps contained herein; and
3. will obtain from each of its Subcontractors and submit to the contracting or administering agency prior to the award of any subcontract under this contract the Subcontractor certification required by these bid conditions.

(Signature of authorized representative of Subcontractor)

Printed Name

Printed Title

Date

In order to ensure that the said Subcontractor's certification becomes a part of all subcontracts under the contract, no subcontract shall be executed until an authorized representative of the Town agency (or agencies) administering this project has determined, in writing, that the said certification has been incorporated in such subcontract, regardless of tier. Any subcontract executed without such written approval shall be void.

6. NOTICE TO PROCEED

- **ACCEPTANCE OF NOTICE**

Receipt of the above Notice to Proceed is hereby acknowledged by

this the _____ day of _____ 20__.

By _____
(Authorized Signature)

Printed Name

Printed Title

TOWN OF NATICK, MASSACHUSETTS
SELECT BOARD

NEWFIELD DRIVE PEDESTRIAN LIGHTING

7. PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____ hereinafter called PRINCIPAL and (Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

the Town of Natick, Massachusetts

(Name of Owner)

Natick Town Hall, 13 East Central Street, Natick, MA 01760

(Address of Owner)

hereinafter called Owner, in the total aggregate penal sum of _____

Dollars (\$_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the ____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for Contract regarding NEWFIELD DRIVE PEDESTRIAN LIGHTING for the Town of Natick.

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

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to Work to be performed thereunder or the Specifications accompanying same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications.

PROVIDED, FURTHER, that it is expressly agreed that the Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the Contract Price more than twenty percent (20%), so as to bind the Principal and the Surety to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this Bond, and whether referring to this Bond, the Contract or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the Owner and the Principal shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied. The Owner is the only beneficiary hereunder.

WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each of which shall be deemed an original, this _____ day of _____, 20 ____.

ATTEST:

Principal

(Principal Secretary)

(SEAL)(s)

By _____
Signature

Printed Name

Printed Title

(Address)

(Surety)

ATTEST:

By

(Witness as to Surety)

Attorney-in-Fact Signature

Printed Name

Printed Title

(Address)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is partnership, all partners should execute Bond. 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 State where the Project is located.

TOWN OF NATICK, MASSACHUSETTS
SELECT BOARD

NEWFIELD DRIVE PEDESTRIAN LIGHTING

8. PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called PRINCIPAL and (Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

the Town of Natick, Massachusetts

(Name of Owner)

Natick Town Hall, 13 East Central Street, Natick, MA 01760

(Address of Owner)

hereinafter called Owner, and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of _____

Dollars (\$ _____
)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the ____ day of _____ 20__, a copy of which is hereto attached and made a part hereof for Contract regarding NEWFIELD DRIVE PEDESTRIAN LIGHTING for the Town of Natick.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, and corporations furnishing materials for or performing labor in prosecution of the Work provided for in such Contract, and any authorized extensions or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such Work, and for all labor cost incurred in such Work including that by a Subcontractor, and to any mechanic or materialman lienholder whether it acquires its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the Subcontractors, and persons, firms, and corporations having a direct contract with the Principal or its Subcontractors.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the Work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice to the terms of this contract or to the Work or to the Specifications.

PROVIDED, FURTHER, that no suit or action shall be commenced hereunder by any claimant: (a) unless claimant, other than one having a direct Contract with the Principal, shall have given written notice to any two of the following: The Principal, the Owner, or the Surety above named within sixty-five (65) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. (b) After the expiration date of one (1) year following the date of which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in the Bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the Contract Price more than twenty percent (20%), so as to bind the Principal and the Surety to the full and faithful performance of the Contract as so amended.

The term "Amendment", wherever used in this Bond and whether referring to this Bond, the Contract or the Loan Documents shall include any alteration, addition, extension or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each of which shall be deemed an original, this

_____ day of _____ 20 ____.

ATTEST:

Principal

(Principal Secretary)

(SEAL)(s)

By _____
Signature

Printed Name

Printed Title

(Address)

(Surety)

ATTEST:

By _____
(Witness as to Surety) Attorney-in-Fact Signature

Printed Name

Printed Title

(Address)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is partnership, all partners should execute Bond. 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 State where the Project is located.

9. GENERAL CONDITIONS

EJCDC GENERAL CONDITIONS

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By



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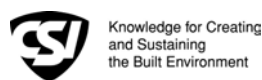
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The Associated General Contractors of America



Construction Specifications Institute

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These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor Nos. C-520 or C-525 (2002 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the EJCDC Construction Documents, General and Instructions (No. C-001) (2002 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. C-800) (2002 Edition).

NOTE:

Highlighted text (*Substantial Completion*) indicates the paragraph has been amended.

Stricken text indicates the paragraph has been deleted or superseded.

→ Indicates a paragraph(s) has/have been inserted.

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment*--The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

~~5. *Bid* The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.~~

~~6. *Bidder* The individual or entity who submits a Bid directly to Owner.~~

~~7. *Bidding Documents* The Bidding Requirements and the proposed Contract Documents (including all Addenda).~~

~~8. *Bidding Requirements* The Advertisement or Invitation to Bid, Instructions to Bidders, bid security of acceptable form, if any, and the Bid Form with any supplements.~~

~~9. *Change Order* A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.~~

10. *Claim*--A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

~~12. *Contract Documents* Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor's submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.~~

13. *Contract Price*--The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any, (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*--The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*--See Paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *Engineer*--The individual or entity named as such in the Agreement.

20. *Field Order*--A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

~~22. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.~~

23. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

~~24. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.~~

25. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*--The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*--A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

~~29. *Owner*--The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.~~

30. *PCBs*--Polychlorinated biphenyls.

31. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Progress Schedule*--A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Related Entity* -- An officer, director, partner, employee, agent, consultant, or subcontractor.

37. *Resident Project Representative*--The authorized representative of Engineer who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Schedule of Submittals*--A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

40. *Schedule of Values*--A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

41. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

42. *Site*--Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

43. *Specifications*--That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain

administrative requirements and procedural matters applicable thereto.

44. *Subcontractor*--An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

~~45. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.~~

~~46. *Successful Bidder*--The Bidder submitting a responsive Bid to whom Owner makes an award.~~

47. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

48. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.

49. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

50. *Unit Price Work*--Work to be paid for on the basis of unit prices.

51. *Work*--The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

~~52. *Work Change Directive*--A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times~~

~~but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.~~

1.02 Terminology

A. The following words or terms are not defined but, when used in the Bidding Requirements or Contract Documents, have the following meaning.

B. Intent of Certain Terms or Adjectives

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered", "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action or determination will be solely to evaluate, in general, the Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. Day

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. Defective

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

- a. does not conform to the Contract Documents, or
- b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents, or
- c. has been damaged prior to Engineer's - recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. Furnish, Install, Perform, Provide

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

~~B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.~~

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement

or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. ~~In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.~~

2.04 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule; indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or

responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, or Engineer, or any of their Related Entities, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. Reporting Discrepancies

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor knew or reasonably should have known thereof.

B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work

(unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample; (Subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier or other individual or entity performing or furnishing all of the Work under a direct or indirect contract with Contractor, shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or Engineer's consultants, including electronic media editions; or

2. reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaption by Engineer.

B. The prohibition of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

A. Copies of data furnished by Owner or Engineer to Contractor or Contractor to Owner or Engineer that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's

sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party..

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

~~B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.~~

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

~~A. Notice: If Contractor believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:~~

~~1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or~~

~~2. is of such a nature as to require a change in the Contract Documents; or~~

~~3. differs materially from that shown or indicated in the Contract Documents; or~~

~~4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;~~

~~then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.~~

~~B. Engineer's Review: After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.~~

~~C. Possible Price and Times Adjustments~~

~~1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:~~

~~a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and~~

~~b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.~~

~~2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:~~

~~a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or~~

~~b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or~~

~~e. Contractor failed to give the written notice as required by Paragraph 4.03.A.~~

~~3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, Owner and Engineer, and any of their Related Entities shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.~~

4.04 *Underground Facilities*

A. Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

- a. reviewing and checking all such information and data,
- b. locating all Underground Facilities shown or indicated in the Contract Documents,
- c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction, and
- d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. Not Shown or Indicated

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will

promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. ~~If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.~~

4.05 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. Reports and Drawings: Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the Engineer in the preparation of the Contract Documents.

B. Limited Reliance by Contractor on Technical Data Authorized: Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered to Contractor written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to

entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

~~G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.~~

H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 - BONDS AND INSURANCE

5.01 Performance, Payment, and Other Bonds

~~A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified~~

~~in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.~~

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

5.04 *Contractor's Liability Insurance*

A. Contractor shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection

from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insured (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment.

a. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

~~A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.~~

5.06 *Property Insurance*

~~A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:~~

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, (other than caused by flood) and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

~~B. Owner shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.~~

~~C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.~~

~~D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any~~

~~deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.~~

~~E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.~~

5.07 *Waiver of Rights*

~~A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insured or additional insured (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.~~

~~B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for:~~

~~1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and~~

~~2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.~~

~~C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them.~~

5.08 *Receipt and Application of Insurance Proceeds*

~~A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.~~

~~B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.~~

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

~~A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract~~

~~Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.~~

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

~~A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.~~

~~B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or~~

~~received from the superintendent shall be binding on Contractor.~~

6.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

~~A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below:~~

~~1. "Or-Equal" Items: If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:~~

~~a. in the exercise of reasonable judgment Engineer determines that:~~

~~1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;~~

~~2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;~~

~~3) it has a proven record of performance and availability of responsive service; and~~

~~b. Contractor certifies that, if approved and incorporated into the Work:~~

~~1) there will be no increase in cost to the Owner or increase in Contract Times; and~~

~~2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.~~

2. Substitute Items

a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented in the General Requirements and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time;

b) whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

c) whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

a) all variations of the proposed substitute item from that specified, and

b) available engineering, sales, maintenance, repair, and replacement services;

4) and shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change,

B. Substitute Construction Methods or Procedures: If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. Engineer's Evaluation: Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

D. Special Guarantee: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. Engineer's Cost Reimbursement: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the charges of Engineer for making changes in the Contract

Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

F. Contractor's Expense: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 Concerning Subcontractors, Suppliers, and Others

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity, nor

2. shall anything in the Contract Documents create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual

or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of Owner or Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

~~B. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.~~

6.08 *Permits*

~~A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.~~

6.09 *Laws and Regulations*

~~A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.~~

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 Taxes

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 Use of Site and Other Areas

~~A. Limitation on Use of Site and Other Areas~~

~~1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.~~

~~2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.~~

~~3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.~~

B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 Record Documents

~~A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.~~

6.13 Safety and Protection

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

~~C. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Draw~~

~~ings or Specifications or to the acts or omissions of Owner or Engineer or , or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).~~

D. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the acceptable Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. Shop Drawings

a. Submit number of copies specified in the General Requirements.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples:* Contractor shall also submit Samples to Engineer for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals.

a. Submit number of Samples specified in the Specifications.

b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals , any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. Submittal Procedures

1. Before submitting each Shop Drawing or Sample, Contractor shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. the suitability of all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto; and

d. shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents

with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations, that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawing's or Sample Submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. Engineer's Review

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. Resubmittal Procedures

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 Continuing the Work

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or

disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 Contractor's General Warranty and Guarantee

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its Related Entities shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

6.20 Indemnification

~~A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or~~

~~arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.~~

~~B. In any and all claims against Owner or Engineer or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.~~

~~C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, partners, employees, agents, consultants and subcontractors arising out of:~~

~~1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or~~

~~2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.~~

6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal

shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 - OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or via other direct contracts therefor, or have other work performed by utility owners. ~~If such other work is not noted in the Contract Documents, then:~~

~~1. written notice thereof will be given to Contractor prior to starting any such other work; and~~

~~2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.~~

~~B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and shall properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and~~

~~properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.~~

~~C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.~~

~~7.02 Coordination~~

~~A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:~~

~~1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;~~

~~2. the specific matters to be covered by such authority and responsibility will be itemized; and~~

~~3. the extent of such authority and responsibilities will be provided.~~

~~B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.~~

~~7.03 Legal Relationships~~

~~A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.~~

~~B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's actions or inactions.~~

~~C. Contractor shall be liable to Owner and any other contractor for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's action or inactions.~~

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by Engineer in preparing the Contract Documents.

8.06 *Insurance*

~~A. Owner's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.~~

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility in respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 ~~*Undisclosed Hazardous Environmental Condition*~~

~~A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.~~

8.11 ~~*Evidence of Financial Arrangements*~~

~~A. If and to the extent Owner has agreed to furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents, Owner's responsibility in respect thereof will be as set forth in the Supplementary Conditions.~~

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

~~A. Engineer will be Owner's representative during the construction period.~~ The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents and will not be changed without written consent of Owner and Engineer.

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep

Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

~~A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question~~

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believe that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show

partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to, the Resident Project Representative, if any, and assistants, if any.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

~~10.01 *Authorized Changes in the Work*~~

~~A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall~~

~~promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).~~

~~B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.~~

~~10.02 Unauthorized Changes in the Work~~

~~A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.B.~~

~~10.03 Execution of Change Orders~~

~~A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:~~

~~1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;~~

~~2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and~~

~~3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.~~

~~10.04 Notification to Surety~~

~~A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any bond to be given to a surety, the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.~~

~~10.05 Claims~~

~~A. Engineer's Decision Required: All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.~~

~~B. Notice: Written notice stating the general nature of each Claim, shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).~~

~~C. Engineer's Action: Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:~~

~~1. deny the Claim in whole or in part,~~

~~2. approve the Claim, or~~

~~3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.~~

~~D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.~~

~~E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.~~

~~F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.~~

ARTICLE 11 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in Paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

→ 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and

Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to Engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

~~c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.~~

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by ☐ insurance ☐ or ☐ otherwise, ☐ sustained ☐ by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established ☐ in ☐ accordance ☐ with ☐ Paragraph 5.06.D), provided such losses and damages have

resulted from causes other than the negligence of Contractor, ☐ any ☐ Subcontractor, ☐ or ☐ anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

~~h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expresses, and similar petty cash items in connection with the Work.~~

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. Costs Excluded: The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A and 11.01.B.

C. Contractor's Fee: When all the Work is performed on the basis of cost-plus, Contractor's fee shall

be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. Documentation: Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. Cash Allowances

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. Contingency Allowance

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an

allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

~~a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;~~

~~b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;~~

~~c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;~~

d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted

by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

~~B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.~~

12.03 Delays

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer and the Related Entities of each of them shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 Notice of Defects

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 Access to Work

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 Tests and Inspections

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

~~B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:~~

~~1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;~~

~~2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in said Paragraph 13.04.C; and~~

~~3. as otherwise specifically provided in the Contract Documents.~~

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to

be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If, the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or

2. correct such defective Work; or

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications .

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.



ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress

payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

~~A. Applications for Payments~~

~~1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.~~

~~2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.~~

~~3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.~~

~~B. Review of Applications~~

~~1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.~~

~~2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations on the Site of the executed Work as an experienced and qualified design professional and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:~~

~~a. the Work has progressed to the point indicated;~~

~~b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and to any other qualifications stated in the recommendation); and~~

~~e. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.~~

~~3. By recommending any such payment Engineer will not thereby be deemed to have represented that:~~

~~a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or~~

~~b. that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.~~

~~4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:~~

~~a. to supervise, direct, or control the Work, or~~

~~b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or~~

~~c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or~~

~~d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or~~

~~e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.~~

~~5. Engineer may refuse to recommend the whole or any part of any payment if in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent~~

~~inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:~~

~~a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;~~

~~b. the Contract Price has been reduced by Change Orders;~~

~~c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or~~

~~d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.~~

~~C. Payment Becomes Due~~

~~1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.~~

~~D. Reduction in Payment~~

~~1. Owner may refuse to make payment of the full amount recommended by Engineer because:~~

~~a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;~~

~~b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;~~

~~c. there are other items entitling Owner to a set-off against the amount recommended; or~~

~~d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.e or Paragraph 15.02.A.~~

~~2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor corrects to Owner's satisfaction the reasons for such action.~~

~~3. If it is subsequently determined that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1.~~

14.03 Contractor's Warranty of Title

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 Substantial Completion

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within 14 days after submission of the tentative certificate to Owner notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will within said 14 days execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial

~~Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.~~

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions.

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor will certify to Owner and Engineer that such part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals

that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

~~14.07 *Final Payment*~~

~~A. Application for Payment~~

~~1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.~~

~~2. The final Application for Payment shall be accompanied (except as previously delivered) by:~~

~~a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;~~

~~b. consent of the surety, if any, to final payment;~~

~~c. a list of all Claims against Owner that Contractor believes are unsettled; and~~

~~d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.~~

~~3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.~~

~~B. Engineer's Review of Application and Acceptance~~

~~1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations~~

~~under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.~~

C. Payment Becomes Due

~~1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and, will be paid by Owner to Contractor.~~

14.08 *Final Completion Delayed*

~~A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.~~

14.09 *Waiver of Claims*

~~A. The making and acceptance of final payment will constitute:~~

~~1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and~~

~~2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance~~

~~with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.~~

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

~~A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.~~

15.02 *Owner May Terminate for Cause*

~~A. The occurrence of any one or more of the following events will justify termination for cause:~~

~~1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);~~

~~2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;~~

~~3. Contractor's disregard of the authority of Engineer; or~~

~~4. Contractor's violation in any substantial way of any provisions of the Contract Documents.~~

~~B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:~~

~~1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);~~

~~2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and~~

~~3. complete the Work as Owner may deem expedient.~~

~~C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph Owner shall not be required to obtain the lowest price for the Work performed.~~

~~D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.~~

~~E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.~~

~~F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B, and 15.02.C.~~

~~15.03 Owner May Terminate For Convenience~~

~~A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):~~

~~1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;~~

~~2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;~~

~~3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and~~

~~4. reasonable expenses directly attributable to termination.~~

~~B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.~~

~~15.04 Contractor May Stop Work or Terminate~~

~~A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.~~

~~B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.~~

ARTICLE 16 - DISPUTE RESOLUTION

~~16.01 Methods and Procedures~~

~~A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be~~

~~governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.~~

~~B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.~~

~~C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:~~

~~1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions, or~~

~~2. agrees with the other party to submit the Claim to another dispute resolution process, or~~

~~3. gives written notice to the other party of their intent to submit the Claim to a court of competent jurisdiction.~~

ARTICLE 17 - MISCELLANEOUS

17.01 Giving Notice

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 Computation of Times

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 Cumulative Remedies

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 Survival of Obligations

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 Controlling Law

~~A. This Contract is to be governed by the law of the state in which the Project is located.~~

17.06 Headings

~~A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.~~

10. SUPPLEMENTARY CONDITIONS (PART I)

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Part I - AMENDMENTS TO GENERAL CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (EJCDC No. C-700, 2002 Edition)(the General Conditions) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

Paragraphs or subparagraphs as noted below are required by or are intended to be consistent with the requirements of Massachusetts statutes governing public construction contracts in the Commonwealth of Massachusetts (the "Commonwealth"). Any other provisions required by statute to be included herein shall be deemed to be so included. In addition, the Owner and Contractor recognize that other rights, duties and obligations with respect to public construction contracts are provided for by statute, notwithstanding the fact that they are not provided for in the Contract Documents. In case of conflict between the asterisked provisions and other provisions of the Contract Documents, the asterisked provisions shall govern. In case of conflict between the provisions of the Contract Documents and the provisions of any applicable statute, the statutory provisions shall govern. Where the term "Awarding Authority" appears in any asterisked provision, it shall mean the Owner.

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

SC-1.01 Defined Terms

Delete the definition of 5. Bid in its entirety and insert in its place the following:

“Bid shall mean the price submission by the individual, partnership, corporation, or other entity setting forth the monetary amount of the total contract, together with any unit prices requested, on a form prescribed by the Owner, pursuant to M.G.L. c. 149, §§44A et seq..”

Delete the definition of 6. Bidder in its entirety and insert in its place the following:

“Bidder shall mean the individual, partnership, corporation, or other entity who submits a Bid pursuant to an Invitation for Bids by the Owner.”

Delete the definition of 7. Bidding Documents in its entirety and insert in its place the following:

“Bidding documents shall mean any and all documents issued by the Owner in requesting Bids pursuant to M.G.L. c.149, §§44A et seq., which shall include, but shall not be limited to, the Invitation for Bids, the Information for Bidders, Bid Bond (if any), Performance Bond, Payment Bond, Contract, General Conditions of the Contract, Supplementary General Conditions of the Contract, Supplier Diversity Office (SDO) Forms (if applicable), Minimum Prevailing Wage Rates (as applicable), and other additional information provided to potential Bidders by the Owner.”

Delete the definition of 8. Bidding Requirements in its entirety and insert in its place the following:

“Bidding requirements shall mean any and all requirements contained in any portion of the Bidding Documents issued by the Owner.”

Delete the definition of 9. Change Order in its entirety and insert in its place the following:

“Change Order shall mean a written order to the Contract signed to show the recommendation of the Project Manager, if any, the approval of the Engineer and the authorization of the Owner, executed with the same formality as the Contract, issued after the execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and Contract Time may be changed only by Change Order. A Change Order signed by the Contractor indicates the Contractor’s Contract therewith, including the adjustment in the Contract Sum or the Contract Time.

A Change Order request may originate with the Owner, the Engineer, if any, or the Contractor and shall be submitted to the Owner. The Change Order request shall be made in writing and in accordance with the provisions of the Contract and applicable procedures of the Owner. The term equitable adjustment, as used in this paragraph, shall include all adjustments to the Contract Price or to the Time to which the Contractor is entitled, pursuant to M.G.L. c.30, Sections 39N and 39O. Such equitable adjustment shall be made in accordance with the provisions of this Article.

A Change Order may be submitted for changes in the Contract work, including but not limited to, changes in:

- a. the plans and specifications
- b. in the method or manner or performance of the work; and/or
- c. in the schedule for performance of the work.”

In the definition of 11. Contract, insert the following sentence at the end:

“The word “Agreement” in the Bidding Requirements or Contract Documents shall mean the same as the word Contract.”

Delete the definition of 12. Contract Documents and insert in its place the following:

“Contract documents are those documents enumerated in the written Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, the General Conditions of the Contract, the Supplementary General Conditions of the Contract, other Conditions of the Contract, Drawings, Specifications, Addenda issued prior to the execution of the contract, other documents listed in the Agreement, and modifications issued after the execution of the Contract. A modification is a written amendment signed by both parties to the Agreement, a Change Order, a Work Change Directive, or a minor written change in the Work Ordered by the Engineer (Field Order).”

Delete the definition of 22. Hazardous Environmental Condition and insert in its place the following:

“Hazardous Environmental Condition is the presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material or other material in such quantities or circumstances that may present a substantial or notable danger or harm to persons or property exposed thereto in connection with the Work.”

Delete the definition of 24. Laws and Regulations; Laws or Regulations and insert in its place the following:

“Laws and Regulations shall mean all Federal, Massachusetts and Town of Natick law applicable to his work including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act, as amended, and related regulations, as amended, in effect throughout the term of the Contract and any extension or renewal thereof, with which the Contractor shall be required to comply. Without limitation, the Contractor shall comply with the provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws, as amended, and the applicable minimum prevailing wage rates as determined by the Massachusetts Commissioner of Labor and Industries. The Contract shall be considered to include in their entirety all terms respecting workers’ compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, and any other laws, as though such terms were set forth in their entirety herein.”

Delete the definition of 29. Owner and insert in its place the following:

“Owner, sometimes referred to as Town or Awarding Authority, is the Town of Natick, a body corporate and politic located in Natick, Middlesex County, Massachusetts. The Owner and its authorized representatives, as well as Engineer and Owner’s Project Manager, if any, shall at all times have access to and be permitted to observe and review all Work, materials, payrolls, records of personnel, conditions of employment, invoices for materials, and generally all records relating to the Work. No member, officer, agent, employee, representative or official of the Owner shall in any way, directly or indirectly, be personally liable, under any provisions of the Contract.”

In the definition of 36. Related Entity, insert “board, commission, committee or member thereof” between “employee” and “agent”.

Delete the definition of 45. Substantial Completion in its entirety and insert in its place the following definition:

"45. Substantial Completion shall mean either that the Work required by the Contract has been completed except for Work having a Contract Price of less than one (1) percent of the then adjusted total Contract Price, or substantially all of the work has been completed and opened to public use except for minor incomplete or unsatisfactory work items that do not materially impair the usefulness of the Work required by the Contract."

Delete the definition of 46. Successful Bidder in its entirety and insert in its place the following:

“Successful bidder shall mean the lowest responsible and eligible bidder, as defined in M.G.L. c. 149, §§44A et seq., on the basis of competitive bids publicly opened and read by the Awarding Authority forthwith upon expiration of the time for the filing thereof; provided, however, that the Awarding Authority may reject any and all bids, if it is in the public interest to do so.”

Add the following to the definition of 51. Work:

“All Work mentioned or indicated in the Contract Documents shall be performed by the Contractor as part of the Contract unless it is specifically indicated in the Contract Documents that such Work is to be done by others. Should the Drawings or the Specifications disagree in themselves or with each other, the Contractor shall provide the better quality or greater quantity of Work unless otherwise directed by written addendum to the Contract. All indications or notations which apply to one of a number of similar situations, materials or processes shall be deemed to apply to all such situations, materials or processes wherever they appear in the Work, except where a contrary result is clearly indicated by the Contract Documents. Where codes, regulations, standards, requirements, and publications of public and private bodies are referred to in the Specifications, references shall be understood to be to the latest revision prior to the date of receiving bids, except where otherwise indicated. Where no explicit quality or standards for workmanship are established for Work, such Work is to be of good quality and consistent with the quality required by the Contract Documents. The Drawings are diagrammatic only, and are not intended to show the alignment, physical locations or configurations of such Work. The Owner and Engineer assume no liability arising out of jurisdictional issues raised or claims advanced by trade organizations or other interested parties based on the arrangement or manner of subdivision of the content of the Drawings and Specifications. The Contractor shall make all necessary arrangements to reconcile any such jurisdictional conflicts without delay, damage or cost to the Owner, unless otherwise agreed by the parties hereto.”

Delete the definition of 52. Work Change Directive in its entirety and insert in its place the following:

“Work Change Directive shall mean a written order prepared by the Engineer and signed off on by the Owner and Engineer, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Price or Contract Times, or both. The Owner may, by Work Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract, consisting of additions, deletions, or other revisions, the Contract Price and Contract Times being adjusted accordingly.”

Add the definition of "Complete and/or Completion" after paragraph 52, which is to read as follows:

"53. Complete and/or Completion - Whenever the word “Complete and/or Completion” is utilized in the Contract in reference to work completed when referring to the completion date of the contract and the assessment of liquidated damages, it shall be understood to mean that all work on the project is completed, the facilities are fully operational, the data required to close out the project has been submitted and approved, and incidental items included in the closeout punch list have been completed to the Owner’s satisfaction".

ARTICLE 2 PRELIMINARY MATTERS

SC-2.01-B Delete paragraph 2.01-B of the General Conditions in its entirety.

SC-2.03-A Delete the last sentence of paragraph 2.03-A.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

SC-3.01 The last clause in paragraph 3.01-B of the General Conditions shall read:

“shall be provided by the Contractor, at no additional cost to the Owner, whether or not specifically called for”.

SC-3.01-D Add a new section 3.01-D to the General Conditions as follows:

“In the event of any conflict among the Contract Documents, the Documents shall be construed according to the following priorities:

Highest Priority:	Amendments
Second Priority:	Contract
Third Priority:	Addenda--later date to take precedence
Fourth Priority:	Supplementary General Conditions
Fifth Priority:	General Conditions
Sixth Priority:	Division 1, General Requirements
Seventh Priority:	Technical Specifications
Eighth Priority:	Drawings, with larger scale to take precedence
Ninth Priority:	Invitation to Bid, Instruction to Bidders, The Contractor’s General Bid.

Notwithstanding the order of priority of documents set forth in Subparagraph 3.01-D, any matters contained in the Specifications which have been omitted from the Drawings or vice versa shall be construed as though contained in both. In the event of any duplication, conflict, or discrepancy between the Drawings and the Specifications or between other contract clauses, so

far as the same pertains to the Drawings, the Specifications or any modifications to the Drawings or the Specifications, the matter shall be promptly brought to the attention of the Engineer, without whose instructions the Contractor shall not adjust the matter except at his own risk. Any instructions of the Engineer shall be given in writing.”

SC-3.02 Insert a new paragraph SC-3.02-A.3 in the General Conditions as follows:

“Paragraphs or subparagraphs herein are intended to be consistent with the requirements of Massachusetts statutes governing public building construction contracts in the Commonwealth. Any other provisions required by statute to be included herein shall be deemed to be so included. In addition, the Owner and Contractor recognize that other rights, duties and obligations with respect to public construction contracts are provided for by statute, notwithstanding the fact that they are not provided for in the Contract Documents.”

SC-3.03 Insert the following language at the beginning of the second sentence in paragraph 3.03-A.2 of the General Conditions:

“In the event that such a conflict, error, ambiguity or discrepancy actually exists which requires an amendment or supplement to the Contract Documents,”.

SC-3.04 Insert a new paragraph 3.04-C in the General Conditions as follows:

No officer, official, agent or employee of the Town of Natick shall have the power to amend, modify or alter the Contract or waive any of its provisions or to bind the Town of Natick by making any promise or representation not contained herein except by an amendment, in writing, executed by the Owner in the same manner as the Contract is executed. Neither party may rely on any conduct, statement, action, inaction or course of conduct of the employees, agents or officers of the other party as having changed, modified or amended the Contract. Neither party shall be construed as waiving any provision of the Contract unless the waiver is executed in writing as an amendment to the Contract. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach. Forbearance or indulgence in any form or manner by either party shall not be construed as waiver of any term or condition hereto nor shall it limit the legal or equitable remedies available to that party.

Information or services required of the Owner hereunder shall be furnished by the Owner with reasonable promptness and in accordance with M.G.L. c.30, §39P, as applicable, after receipt from the Contractor of a reasonably detailed written request for such information or services. Reference is made to General Laws Chapter 30, Section 39P, the provisions of which are incorporated herein.”

SC-3.05 In paragraph 3.05-A.2 of the General Conditions, in the third line, insert “prior” between “without” and “written” and in the fourth line, insert “prior” between “specific” and “written”.

ARTICLE 4 AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS, REFERENCE POINTS

SC 4.01 Insert the following language at the end of the third sentence of paragraph 4.01-A of the General Conditions “, which easements are required under the circumstances”.

SC-4.01-C Add the following language to the last sentence in paragraph 4.01-C of the General Conditions:

", at his own expense and without liability to the Owner"

SC-4.01-B Delete paragraph 4.01-B of the General Conditions in its entirety.

SC-4.03 Delete paragraph 4.03 A, B and C of the General Conditions in their entirety and insert in its place the following language:

“(Statutory reference: M.G.L. c.30 §39N)

If, during the progress of the work, the Contractor or the Awarding Authority discovers that the actual subsurface or latent physical conditions encountered at the site differ substantially or materially from those shown on the plans or indicated in the Contract Documents, either the Contractor or the Awarding Authority may request an equitable adjustment in the contract price of the Contract applying to work affected by the differing site conditions. A request for such an adjustment shall be in writing and shall be delivered by the party making such claim to the other party as soon as possible after such conditions are discovered. Upon receipt of such a claim from a Contractor, or upon its own initiative, the Awarding Authority shall make an investigation of such physical conditions, and, if they differ substantially or materially from those shown on the plans or indicated in the Contract Documents or from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the plans and Contract Documents and are of such a nature as to cause an increase or decrease in the cost of performance of the work or a change in the methods required for the performance of the work which results in an increase or decrease in the cost of the work, the Awarding Authority shall make an equitable adjustment in the Contract price and the Contract shall be modified in writing accordingly.

If the Contractor claims that any acts or omissions of the Owner or the Engineer, including any instructions or orders, whether oral, written, by Drawings, or otherwise, involve extra cost or time, and the Contractor has not received a written acknowledgment by the Owner or Engineer that extra payment will be made or time extended on account thereof, the Contractor shall promptly so notify the Engineer in writing of such Claim and shall not proceed with the Work relating to such Claim until the Contractor has received a further written order to proceed in accordance with this Agreement. No Claim by the Contractor on account of such acts, omissions, instructions or orders shall be valid unless the Contractor has so notified the Engineer in writing, before proceeding, and has received the further written order to proceed.

The Contractor shall have the burden of demonstrating the effect of the claimed delay on the Contract Time, and shall furnish the Engineer with such documentation relating thereto as the

Engineer may reasonably require. Estimates of the extension of time shall be accompanied by a schedule showing how the Critical Path has been affected.”

SC 4.04 Insert the following sentence just prior to the last sentence of paragraph 4.04-A of the General Conditions:

“The locations of existing underground facilities shown on the Contract Drawings are approximate only, and are included to indicate that the underground facilities are present, and it shall be the Contractor’s responsibility to make arrangements with all utility companies for field locations.

The Contractor shall also contact "Dig Safe" and other appropriate departments, agencies and companies to insure that all underground facilities are located prior to excavation, regardless of the fact that they may or may not be shown on the Contract Drawings".

SC-4.04-B.2 Delete the final sentence of paragraph 4.04-B.2 of the General Conditions.

SC-4.06 Insert the following sentence after paragraph 4.06-A of the General Conditions:

"The following reports and drawings relating to a Hazardous Environmental Condition identified at the site have been utilized by the Engineer in the preparation of the Contract Documents.

- None"

SC-4.06-C Insert the following sentence at the end of paragraph 4.06-C of the General Conditions:

"Nothing in the Contract Documents shall limit the responsibility of the Contractor for any Hazardous Environmental Condition which is caused by the Contractor or by any of its officers, employees, boards, commissions, committees, agents or representatives."

SC-4.06-D Insert the following sentences at the end of paragraph 4.06-D of the General Conditions:

"In that event Contractor and its officers, employees, agents and representatives shall have no authority to handle, transport, remove or dispose of any materials the presence of which at the site constitutes a Hazardous Environmental Condition. In any event Contractor shall be liable for its negligence or willful misconduct."

SC-4.06-G Delete paragraph 4.06-G of the General Conditions.

ARTICLE 5 BONDS AND INSURANCE

SC-5.01 Delete paragraph 5.01-A of the General Conditions in its entirety and insert in its place the following:

"As required by M.G.L. c. 149, §44E, or by these Supplementary Conditions, the Contractor shall furnish a Performance Bond, acceptable to the Town of Natick, as security for the faithful performance of its obligations under the Contract. Said Performance Bond shall be in the amount of one hundred percent (100%) of the Contract Price and shall be issued by a surety company qualified to do business under the laws of the Commonwealth of Massachusetts and approved by the Owner. Said Performance Bond shall obligate the Contractor, its surety, and their successors and assigns for all of the work required to be performed by the Contractor under the Contract. Said Performance Bond shall remain in effect no less than one (1) year after the expiration of the term of the Contract, or any extension or renewal thereof.

As also required by M.G.L. c. 149, §44E, or by these Supplementary Conditions, the Contractor shall furnish a Payment Bond, acceptable to the Town of Natick, as security for the faithful payment of its obligations under the Contract. Said Payment Bond shall be in the amount of one hundred percent (100%) of the Contract Price and shall be issued by a surety company qualified to do business under the laws of the Commonwealth of Massachusetts and approved by the Owner. Said Payment Bond shall obligate the Contractor, its surety, and their successors and assigns to pay for labor, materials and equipment furnished for use regarding the work to be performed by the Contractor under the Contract. Said Payment Bond shall remain in effect no less than one (1) year after the expiration of the term of the Contract, or any extension or renewal thereof.”

SC-5.04 Insert the following language at the end of paragraph 5.04-B.1 of the General Conditions:

“Notwithstanding any other provision of the Contract Documents, the Contractor shall provide to the Owner, with its proof of insurance coverage, endorsements or riders to the policies of Commercial General Liability Insurance, Automobile Liability Insurance, and Excess Liability Insurance, Umbrella Form, which indicate that the Town of Natick and Environmental Partners are named as an additional insured on each such policy.”

SC-5.04 Add the following language after paragraph 5.04.B-5 of the General Conditions:

“Each certificate and policy of insurance required by this Agreement shall contain a cancellation provision as indicated below with no variations.

The above policies will not be cancelled or materially amended before the expiration date thereof, until at least thirty (30) calendar days prior written notice has been given to the certificate holders and the named insured and the Owner.”

SC-5.04 Add the following paragraphs at the end of paragraph 5.04-B.2 of the General Conditions:

"5.04-B-2.a “The Contractor shall provide and maintain throughout the term of the Contract and any extension or renewal thereof the following insurance with companies that are authorized and licensed in the Commonwealth of Massachusetts to issue policies for the coverages and limits so

required. The Contractor shall also ensure that any and all Subcontractors and sub-subcontractors provide insurance in the following limits and that the Town of Natick is named as an additional insured and meet the following requirements.

A 1 Commercial General Liability including but not limited to:

1. Premises/Operations
2. Products/Completed Operations
3. Contractual
4. Independent Contractors
5. Broad Form Property Damage

6. Personal Injury
7. Medical Expense
8. Underground Explosion and Collapse Hazard (XCU)

A 2 Limits for Commercial General Liability at a minimum shall be:

1. General Liability

General Aggregate	\$2,000,000.
Each Occurrence	\$1,000,000.
2. Products/Completed Operations \$2,000,000.
3. Personal Injury \$1,000,000.
4. Medical Expense \$ 5,000.

B 1 Automotive Liability including but not limited to:

1. Scheduled Autos
2. Hired Autos
3. Non Owned Autos

B 2 Limit for Automotive Liability at a minimum shall be:

1. Combined Single Limit \$1,000,000.

C 1 Worker's Compensation and Employer's Liability

C 2 Limits for Worker's Compensation and Employer's Liability at a minimum shall be:

1. Worker's Compensation

Statutory Amount

2. Employer's Liability

Each Accident	\$1,000,000.
Disease Policy Limit	\$1,000,000.
Disease Each Employee	\$1,000,000.

D-1 Provide Excess Umbrella for Liability Coverage. Use of Umbrella to meet other insurance limits will not be accepted. Limits for liability at a minimum shall be:

1. Each Occurrence \$5,000,000
2. General Aggregate \$5,000,000

Excess Liability Insurance, Umbrella Form shall be following form, providing coverage over commercial general liability insurance, automobile liability insurance, and employer's liability under workers' compensation insurance.

E-1 Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of the Contract and shall operate as an immediate termination thereof.

F-1 Certificates evidencing such insurance in five (5) copies shall be furnished to the Town of Natick at the execution of the Contract. Such certificates shall not merely name the types of policies provided, but shall specifically refer to the Contract and shall state that such insurance is as required by the Contract. With the certificates, the Contractor shall submit an insurance certification form from insurer/insurers, indicating that the coverages provided do in fact satisfy all the insurance requirements listed under ARTICLE 5 of the General Conditions, and the amendments thereto under the Supplementary Conditions. The insurance certification form is included in Part II of the Supplementary Conditions.

The Contractor shall also be required to provide to the Owner with its proof of insurance coverage endorsements or riders to the policies of commercial general liability insurance, automobile liability insurance, and excess umbrella liability insurance, umbrella form, which indicate that the Town of Natick is named as an additional insured on each such policy.

No insurance shall be obtained from an insurer which:

- a. is not licensed to sell insurance in the Commonwealth of Massachusetts; or
- b. is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best's rating of A or better."

G-1 The Contractor shall make no claims against the Town of Natick or its officers for any injury to any officers or employees or for damage to its equipment arising out of work contemplated by the Contract."

SC 5.05 Delete paragraph 5.05 of the General Conditions in its entirety, and insert the following paragraphs in its place:

"5.05-A Contractor shall purchase and maintain a separate Owner's Protective Liability policy, issued to Owner at the expense of Contractor, with the Owner and Engineer only as named insured. This insurance shall provide coverage for not less than the following amounts:

1. General Aggregate \$3,000,000.
2. Each Occurrence \$1,000,000.

5.05-A.1. A rider on the Contractor's Liability Insurance will not be acceptable."

5.05.-A.2 The provisions of paragraph 5.04-B.2.aE-1 and 5.04B-2.aF-1 of the General Conditions are incorporated herein by reference.

SC 5.06 Delete paragraph 5.06-A of the General Conditions in its entirety and insert the following paragraph in its place:

"5.06-A. For projects that includes work within existing structures or buildings, the Contractor shall be required to provide Installation Floater coverage in the full amount of the work being

performed, and for projects that include construction of a new structure or building, the Contractor shall provide Builder's All Risk coverage in the full value of the structure and contents. This insurance shall:"

SC-5.06-A.1 Add the following sentence to the end of paragraph 5.06-A.1 of the General Conditions, as follows:

"The additional insured for this project shall be the Owner and Engineer."

SC-5.06 Delete paragraphs 5.06-B, C, D, E of the General Conditions in their entirety.

SC 5.07 Delete paragraphs 5.07-A and 5.07-B and 5.07-C of the General Conditions in their entirety, and insert the following paragraphs in their place:

"5.07 The Contractor shall waive all rights against the Owner for all losses and damages caused by any perils covered by the policies of insurance provided in response to paragraph SC 5.06 of the Supplementary Conditions and any other property insurance applicable to the Work, and also waive such rights against the Subcontractors, Engineer, Engineer's consultant and all other parties named as insured in such policies for loss and damages so caused.

5.07.1 As required by paragraph 6.06-G of the General Conditions each subcontract between Contractor and a Subcontractor will contain similar waiver provisions by the Subcontractor in favor of Owner, Contractor, Engineer, Engineer's consultants and all other parties named as insureds.

5.07.2 All such policies provided in response to paragraph 5.06 of the General Conditions, as amended in SC 5.06 of the Supplementary Conditions shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights or recovery against the Owner, Engineer or Engineer's consultant."

SC 5.08 Delete paragraph 5.08-A and 5.08-B of the General Conditions in their entirety.

SC 5.09 Delete paragraph 5.09 of the General Conditions in its entirety and insert the following paragraph in its place:

"5.09 If Owner has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by Contractor in accordance with paragraph 5.02 thru 5.06 on the General Conditions, as amended by SC 5.04 thru SC 5.06 of the Supplementary Conditions, on the basis of its not complying with the Contract Documents. Owner will notify Contractor in writing thereof within fourteen (14) calendar days of the date of delivery of such certificates to Owner in accordance with paragraph 2.01-B. Contractor will provide such additional information in respect of insurance provided by him as Owner may reasonably request."

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

SC-6.01-A and 6.01-B Delete paragraphs 6.01A and 6.01B of the General Conditions and insert in their place the following:

“The Contractor shall employ a competent superintendent, reasonably acceptable to the Owner, and necessary assistants who shall be in attendance at the Project site full time and at all times during the progress of the Work until the date of Substantial Completion, and for such additional time thereafter as the Engineer may determine to be necessary for the expeditious completion of the Work. The Contractor shall remove the superintendent if requested to do so in writing by the Owner or by the Engineer on behalf of the Owner, and shall promptly replace him with a competent person reasonably acceptable to the Owner, at no increase in the Contract Sum or Contract Time.

The Contractor shall not replace such superintendent without the prior written approval of the Engineer.

The Contractor shall retain a competent engineer or surveyor who shall establish sufficient lines and grades for the Work.

The Contractor shall coordinate and supervise the Work performed by Subcontractors to the end that the Work is carried out without conflict between trades and so that no trade, at any time, causes delay to the general progress of the Work. The Contractor and all Subcontractors shall at all times afford each trade, any separate contractor, or the Owner, every reasonable opportunity for the storage of materials.

The Contractor shall arrange for and attend job meetings with the Engineer and such other persons as the Engineer and the Owner may from time to time wish to have present. The Contractor shall be represented by a principal, or project manager, as well as by the Contractor's own superintendent. An authorized representative of any Subcontractor or Sub-subcontractor shall attend such meetings if the representative's presence is requested by the Engineer. Such representatives shall be empowered to make binding commitments on all matters to be discussed

at such meetings, including costs, payments, Change Orders, time schedules and manpower. Any notices required under the Contract may be served on such representatives.

The Contractor warrants that its financial condition is sound and that the Contractor shall be capable of obtaining any bonds required by the Contract Documents. The Contractor shall promptly advise the Owner of any occurrence, event, fact, or other matter that has had or will have a materially adverse effect upon the financial condition of the Contractor.

The Contractor hereby represents and warrants to the Owner that the Contractor is a business entity which is experienced and skilled in the construction of projects of the type described in the Contract Documents, is licensed to engage in the general construction business in the Commonwealth of Massachusetts, and is in compliance with all applicable governmental laws and regulations and all case law relative thereto.

Before starting the Work, and at frequent intervals during the progress thereof, the Contractor shall carefully study and compare the Contract Documents with each other and with the information furnished by the Owner, the Engineer and the Contractor and shall at once report to the Engineer any error, inconsistency or omission the Contractor may discover. Any necessary change shall be

ordered as provided in the Contract Documents. If the Contractor proceeds with the Work without such notice to the Engineer, having discovered such errors, inconsistencies or omissions, or if by reasonable study of the Contract Documents the Contractor could have discovered such errors, inconsistencies or omissions the Contractor shall bear all costs arising therefrom.”

SC-6.02-B In paragraph 6.02-B of the General Conditions, in the seventh line, insert “prior” between “Owner’s” and “written”.

SC-6.05-A Delete paragraph 6.05-A of the General Conditions, in its entirety and insert in its place the following:

“Specifications for such contracts, and specifications for contracts awarded pursuant to the provisions of said sections forty-four A to forty-four L of said chapter one hundred and forty-nine, shall be written to provide for full competition for each item of material to be furnished under the contract; except, however, that said specifications may be otherwise written for sound reasons in the public interest stated in writing in the public records of the awarding authority or promptly given in writing by the awarding authority to anyone making a written request therefor, in either instance such writing to be prepared after reasonable investigation. Every such contract shall provide that an item equal to that named or described in the said specifications may be furnished; and an item shall be considered equal to the item so named or described if, in the opinion of the awarding authority: (1) it is at least equal in quality, durability, appearance, strength and design, (2) it will perform at least equally the function imposed by the general design for the public work being contracted for or the material being purchased, and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the said specifications. For each item of material the specifications shall provide for either a minimum of three named brands of material or a description of material which can be met by a minimum of three manufacturers or producers, and for the equal of any one of said named or described materials.” Statutory reference M.G.L. c. 30, §39M(b)

SC-6.05-A.2.d.2) and 3) In paragraphs 6.05-A.2.d.2) and 3) of the General Conditions, delete the first word “will” and insert in its place the word “shall”.

SC-6.05-B In paragraph 6.05-B of the General Conditions, in the sixth line, insert “in advance, in writing,” between “approved” and “by”.

SC 6.05-F Add the following language to the end of paragraph 6.05-F of the General Conditions.

"Contractor shall submit to the Engineer for review, drawings to scale, showing the effect this substitute will have upon the adjoining materials, piping, equipment, etc., at no additional cost to the Owner."

SC-6.06-B Add the following to the end of paragraph 6.06-B of the General Conditions:

“The Contractor shall be required to submit to the Owner a list of Subcontractors it intends to use at a certain date to be specified by the Owner. The Contractor shall not use any Subcontractor to

which the Owner objects and to which the Owner provides written notice of such objection to the Contractor.”

SC-6.06-C.2 In paragraph 6.06-C.2 of the General Conditions, in the first line, delete the words “anything in the Contract Documents”.

SC 6.07-B Delete paragraph 6.07-B of the General Conditions in its entirety and insert in its place the following:

“To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Town of Natick and the Engineer and all of their officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind which arise out of the Contractor’s or subcontractors’ infringement of patent rights or copyrights incident to the use in the performance of the Work of, or resulting from the Contractor’s or subcontractors’ incorporation of, any invention, design, product or device not specified in the Contract Documents.

Neither the Town of Natick, nor the Engineer, nor any of their officers, employees, boards, committees, commissions, agents and representatives shall be under any personal obligation or shall incur any personal liability by reason of this Contract, the execution thereof or anything relating thereto which arises out of the Contractor’s or a subcontractor’s infringement of patent rights or copyrights incident to the use in the performance of the Work of, or resulting from the Contractor’s or a subcontractor’s incorporation of, any invention, design, product or device not specified in the Contract Documents.

Nothing herein shall modify the Contractor’s general indemnification obligations, as set forth in this Agreement.”

SC 6.08 Delete paragraph 6.08 of the General Conditions in its entirety and insert in its place the following:

“It is the specific responsibility of the Contractor to make, in proper and timely fashion, all necessary notifications to relevant federal, state, and local governing bodies and to obtain and comply with the provisions of all permits, inspections or applications required by the work specified, as well as to make all required submittals required under those auspices. The Contractor shall indemnify the Owner from, and pay for all claims resulting from, failure to adhere to these requirements. The Contractor shall promptly provide the Engineer and the Owner with reproductions of all permits, licenses and permissions.

The Owner has waived the building permit fee only for this Project. All other pertinent permit and inspectional service fees shall apply.

The Contractor shall pay the then current inspection fee to the Town of Natick for all inspections required by state and local codes, and required by the Town of Natick.

The Contractor shall pay all charges of utility companies for connections to the Work. The Contractor shall be aware of, observe and comply with all laws, ordinances, regulations, orders,

permits, licenses, etc., and shall conduct his operations in compliance thereto, and shall indemnify the Owner and Engineer from any claim or liability arising from, or based upon a violation of same."

SC-6.09-A Delete paragraph 6.09-A of the General Conditions in its entirety and insert in its place the following:

"The Contractor shall comply with all provisions of Federal, Massachusetts and Town of Natick law applicable to his work including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act, as amended, and related regulations, as amended, in effect throughout the term of this Contract and any extension or renewal thereof. Without limitation, the Contractor shall comply with the provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws, as amended, and the applicable minimum prevailing wage rates as determined by the Massachusetts Commissioner of Labor and Industries. This Contract shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, and any other laws, as though such terms were set forth in their entirety herein."

SC-6.10-A In the third and fourth lines of paragraph 6.10-A of the General Conditions delete the words "Place of the Project" and insert in their place the words "Commonwealth of Massachusetts".

SC 6.10 Add the following language at the end of paragraph 6.10-A of the General Conditions:

The Town is exempt from Commonwealth of Massachusetts sales tax. M.G.L. c.64, §6(h) exempts "sales of building materials and supplies to be used in the construction, reconstruction, alteration, remodeling or repair of (1) any building structure, public highway, bridge or other public works owned by or held in trust for the benefit of any governmental body or agency mentioned in paragraph (d) and used exclusively for public purposes; (2) any building or structure owned by or held in trust for the benefit of any corporation, foundation, organization or institution described in paragraph (e) and used exclusively in the conduct of its religious, scientific, charitable or educational purposes; and (3) any building, structure, residence, school or other facility included under any written contract dated on or after January 1, 1985 arising out of or related to the Massachusetts Port Authority residential and school soundproofing programs, notwithstanding whether such building, structure, residence, school or other facility is owned by or held in trust for the benefit of the Massachusetts Port Authority or is used exclusively for public purposes; provided, however, that such governmental body or agency or such corporation, foundation, organization or institution shall have first obtained a certificate from the Commissioner stating that it is entitled to such exemption and the vendor keeps a record of the sales price of each such separate sale, the name of the purchaser, the date of each such separate sale and the number of such certificate. In this paragraph the words "building materials and supplies" shall include all materials and supplies consumed, employed or expended in the construction, reconstruction, alteration, remodeling or repair of any building, structure, public highway, bridge or other such public work, as well as such materials and supplies physically incorporated therein. Said terms shall also include rental charges for construction vehicles, equipment and machinery rented

specifically for use on the site of any such tax exempt project or while being used exclusively for the transportation of materials for any such tax exempt project.” M.G.L. c.64I, §7 exempts from use tax “Sales exempt from the taxes imposed under chapter sixty-four H; provided, however, that in the case of the purchase of any motor vehicle or trailer, as defined in section one of chapter ninety, or any boat or airplane, other than from a vendor who is regularly engaged in the business of making sales at retail of such motor vehicles, trailers, boats or airplanes, the receipts from which are exempt from the tax imposed under said chapter sixty-four H, the purchaser thereof, except when said purchaser is the spouse, mother, father, brother, sister or child of the seller, shall pay the tax imposed by this chapter”. The Contractor shall not pay, and the Town shall not reimburse or pay the Contractor or any other party, either directly or indirectly, for this or any other tax for which an exemption is provided under law. The Town will provide a state sales tax exemption number to the Contractor for use with response to this Project.”

SC-6.11 Delete paragraph 6.11-A of the General Conditions in its entirety and insert in its place the following:

“The right of possession of the premises shall remain at all times in the Owner.

The Contractor's right to entry and use thereof arises solely from the permission granted by the Owner under the Contract Documents. The Contractor shall confine the Contractor's apparatus, the storage of materials and the operations of the Contractor's workmen to limits indicated by

Laws and Regulations, the Contract Documents, permits, and/or directions of the Engineer and shall not unreasonably encumber the premises with the Contractor's materials. The Owner shall not be liable to the Contractor, the Subcontractors, their employees or anyone else with respect to the conditions of the premises, except only for a condition caused directly and solely by the negligence of the Owner.

The Contractor shall at all times maintain a safe workplace, in full compliance with all federal, state, and local health and safety Laws and Regulations and shall indemnify and hold the Owner, the Engineer and the Construction Manager harmless from and against any and all liability, loss, damage or expense arising from Contractor's failure to do so.

The Contractor shall use only areas specifically assigned by the Owner for parking, storage of materials and construction operations and shall comply with all local municipal regulations regarding use of and parking on public ways.

The Contractor shall repair any and all streets, drives, curbs, sidewalks, and landscaping which are disturbed by construction operations and shall leave them in as good condition after completion of the Work as they were in before commencement of the Work.

The Contractor shall not place or maintain, or allow to be placed or maintained, on or about the Project site any advertising matter, sign, bill, poster, or billboard of any kind, except those required by law or the Contract Documents, without the prior written consent of the Owner.”

SC-6.12 Delete paragraph 6-12 of the General Conditions in its entirety and insert in its place the following:

“The Contractor shall maintain a record set of Contract Documents which shall record all deviations from the Drawings and Specifications and shall be updated in detail to reflect the actual progress of the Work. The Owner and the Engineer shall have free and complete access to such Contract Documents during the Work. Upon Substantial Completion, the Contractor shall furnish to the Owner through the Engineer one set of “as built” plans in such form as the Owner shall require. The Contractor shall also maintain a record set of the Specifications, Addenda, Change Orders and other Modifications in good order and marked and annotated currently to record changes made during the Work. Record documents in relation thereto shall be in compliance with M.G.L. Chapter 30, Section 39R.”

SC-6.13 Delete paragraphs 6.13-B and 6.13-C of the General Conditions in their entirety.

SC-6.19 In paragraph 6.19-A of the General Conditions insert at the beginning of the second sentence the words “Owner and”.

SC-6.20 Delete paragraph 6.20 of the General Conditions in its entirety and insert in its place the following:

“The Contractor shall compensate the Town of Natick for all damage to Town property of any nature arising out of the Contractor’s work. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Town of Natick and all of its officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind which arise out of the breach by the Contractor or its subcontractor(s) of their obligations under this Contract, or the act or omission of the Contractor, its subcontractor(s), or their officers, employees, agents and representatives or anyone directly or indirectly employed by them, or anyone for whose acts or omissions they may be liable, regarding the work to be performed by the Contractor under the Contract, or which arise out of the violation of any Federal, Massachusetts or Town of Natick statute, by-law, rule, regulation, order or directive, or which relate to personal injury or property damage suffered by the Contractor or any of its officers or employees regarding the subject matter of the Contract.

Neither the Town of Natick, nor any of its officers, employees, boards, committees, commissions, agents and representatives shall be under any personal obligation or shall incur any personal liability by reason of this Contract, the execution thereof or anything relating thereto which arises out of the violation of any provision of this Contract, or the violation of any Federal, Massachusetts or Town of Natick Law or Regulation, or which relates to personal injury or property damage suffered by the Contractor or its employees, regarding the subject matter of the Contract.”

SC-6.21 In paragraph 6.21-A of the General Conditions, delete the words “or unless such services are required to carry out contractor’s responsibilities for construction means, methods, techniques, sequences and procedures”

SC-6.22 Insert the following new paragraph 6.22 in the General Conditions:

“SC-6.22 Miscellaneous

6.22-A The Contractor shall give the Engineer timely notice of any additional Drawings, Specifications, or instructions required to define the Work in greater detail, or to permit the proper progress of the Work. The Contractor shall not proceed with any Work not clearly and consistently defined in the Contract Documents, but shall request additional drawings or instructions from the Engineer. If the Contractor proceeds with such Work without obtaining further Drawings, Specifications or instructions, the Contractor shall correct Work incorrectly done at the Contractor's own expense. The Contractor shall give continuous attention to the faithful prosecution of the Work and shall keep the same under its personal control. It shall be responsible for all the acts and omissions of its employees, subcontractors, and of all persons directly or indirectly employed by it in connection with the prosecution of this Work.

6.22-B The Contractor may submit Requests For Information to the Engineer to help facilitate the Contractor's performance of the Contract. Prior to submitting each Request for Information, the Contractor shall first carefully study and compare the Contract Documents, field conditions, Owner-provided information, Contractor prepared Coordination Drawings, and prior Project correspondence and documentation to determine that the information to be requested is not reasonably obtainable from such sources.

Each Request for Information shall be submitted to the Engineer, in writing, on such form and with such accompanying information as the Engineer may require for such purpose. Each Request for Information shall identify the specific sources which were reviewed by the Contractor in its efforts to determine the information requested, and a statement to the effect that the information being requested could not be determined from such sources.

The Contractor shall submit each Request for Information sufficiently in advance of the date by which such information is required in order to allow the Engineer sufficient time, in the Engineer's professional judgment, to permit adequate review and response and to permit Contractor compliance with the latest Construction Schedule. The Contractor shall maintain a log at the Project site that sequentially numbers and lists each Request For Information. This log shall also contain the Drawing reference or Specification section to which the request pertains, the date of request, to whom the request was made, by whom the request was made, the nature of the request, and the Engineer's resolution thereof. This log shall be updated weekly by the Contractor and reviewed at each Project meeting, and the resolution of requests for information shall be made part of the minutes of such meetings.

The Contractor shall reimburse the Owner amounts charged to the Owner by the Engineer for responding to Contractor's Requests for Information where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner provided information, Contractor prepared Coordination Drawings, or project correspondence or documentation.

6.22-C The Contractor shall be responsible to the Owner for the acts and omissions of all entities or persons performing or supplying the Work regardless of tier.

6.22-D The Contractor shall furnish sufficient forces, plant and equipment as may be necessary to insure the progress of the Work in accordance with the Project Schedule. If, in the opinion of the Owner, the Contractor has fallen behind the Project Schedule, the Contractor shall submit its bid demonstrating the manner in which the desired rate of progress may be increased and shall take such steps, at the Contractor's own cost, as may be necessary to meet the Project Schedule. It shall be the responsibility of the Contractor to maintain its schedule so as not to delay the progress of the Work or the scheduled work of separate Contractors.

6.22-E The Contractor shall be solely responsible for properly laying out the Work, and for all lines, elevations and measurements for all of the Work. It shall verify the figures shown on the Drawings before laying out the work and will be responsible for any error or inaccuracies resulting from its failure to do so. In the event that the Contractor shall, while laying out the Work, become aware of (i) any conflicts among or between the Drawings, the Specifications or any Modification to the Drawings or the Specifications and the actual layout of the Work, or (ii) any conflicts or inconsistencies in the Drawings and Specification themselves, it shall promptly notify the Engineer, without whose instructions the Contractor shall not adjust the matter except at his own risk.

6.22-F If this Project requires the containment, abatement or removal of asbestos or material containing asbestos, lead or waste containing lead-based paint, the Contractor shall ensure that the person or entity performing the asbestos or lead related services is licensed pursuant to applicable State laws and regulations.

6.22-G Chemical waste shall be stored in corrosion resistant containers, removed from the Project site, and disposed of not less frequently than every three weeks unless directed otherwise. Disposal of chemical waste shall be in accordance with requirements of the U.S. Environmental Protection Agency (EPA) and the Massachusetts Department of Environmental Protection (DEP). Fueling and lubricating of vehicles and equipment shall be conducted in a manner that affords the maximum protection against spills and evaporation. Lubricants to be discarded or burned shall be disposed of in accordance with approved procedures meeting all applicable Federal, State and Local regulations. In the event of an oil or hazardous materials spill large enough to violate Federal, State or Local regulations, the Contractor shall notify the Engineer immediately. The Contractor shall be responsible for immediately cleaning up any oil or hazardous waste spills resulting from its operations. Any costs incurred in cleaning up any such spills shall be borne exclusively by the Contractor.

The Contractor shall be solely responsible for compliance with laws and regulations governing the handling, storage, use or disposal of hazardous materials or wastes used, stored, generated or disposed of in connection with construction of the Work and shall obtain all permits and approvals, give all required notices, and observe all applicable procedures prescribed by the EPA, DEP or other governmental authorities having jurisdiction with respect to such activities. At the Owner's request, the Contractor shall properly furnish the Owner with evidence satisfactory to the Owner demonstrating the Contractor's compliance with such procedures, the giving of such notices, and the issuance of such permits and approvals.

6.22-H The Contractor shall provide and maintain in good operating condition suitable and adequate fire protection equipment and services, and shall comply with all reasonable recommendations regarding fire protection made by the representatives of the fire insurance company carrying insurance on the Work or by the local fire chief or fire marshal. The area within the site limits shall be kept orderly and clean, and all combustible rubbish shall be promptly removed from the site.

6.22-I The Contractor shall at all times protect excavations, trenches, adjacent buildings and materials from rain water, ground water, backup or leakage of sewers, drains and other piping, and from water of any other origin, and shall remove promptly any accumulation of water. The Contractor shall provide and operate all pumps, piping and other equipment necessary to this end.

6.22-J The Contractor shall be responsible for all security measures necessary and appropriate to protect the Work area until acceptance by the Owner to assure that the Work, and all materials

and equipment stored at the Site, are fully and completely protected against loss or damage due to vandalism, theft, or malicious mischief. The Contractor shall not use guard dogs for this purpose unless authorized in advance in writing by the Owner. If the Owner approves the use of guard dogs, each dog shall at all times be accompanied by an adult handler.

6.22-K The Contractor shall be responsible for the adequate strength and safety of all scaffolding, staging, and hoisting equipment and for temporary shoring, bracing, and tying.

6.22-L The Contractor shall furnish on site all personal protective equipment as required, approved first aid supplies, the name of its first-aid attendant, and a posted list of emergency facilities.

6.22-M No unauthorized visitors shall be allowed on the work site without permission from the Contractor.

6.22-N The Contractor shall employ labor subject to contract terms and conditions in order to ensure harmonious labor relations on the site and prevent strikes or labor disputes. The Contractor, in the event of a labor dispute including strikes, shall take whatever action is required at no expense to the Owner to prevent the disruption of the work. The Contractor shall also not permit employment of any person who is not of good character and morals nor permit disorderly or indecent conduct on the job site. He shall not permit the consumption of alcoholic beverages or illegal drugs on the job site nor permit any employment or person under his supervision or control to be under the influence thereof.”

6.22-O (Statutory reference: M.G.L. c.149, §§30 and 34)

No laborer, worker, mechanic, foreman or inspector working within this Commonwealth in the employ of the Contractor, Subcontractor or other person doing or contracting to do the whole or part of the work contemplated by the Contract, shall be required or permitted to work more than eight hours in any one day or more than forty-eight (48) hours in any one week, or more than six (6) days in any one (1) week, except in cases of emergency.

6.22-P (Statutory reference: M.G.L. c.149,§25)

Every employee under this Contract shall lodge, board and trade where and with whom he elects, and neither the Contractor nor his agents or employees shall, either directly or indirectly, require as a condition of the employment of any person that the employee shall lodge, board or trade at a particular place or with a particular person.

6.22-Q (Statutory Reference: M.G.L. c.149,§34B)

The Contractor shall pay to any reserve police officer employed by him in any city or town the prevailing rate of wage paid to regular police officers in such city or town.”

6.22-R The Contractor is solely responsible for the proper and safe operation and maintenance of all utility systems within the construction limits, whether these are supplied by the Owner’s distribution system or otherwise, until the work is accepted by the Owner, and until the Owner has notified the Contractor that other arrangements have been made. The Contractor shall

maintain and operate appurtenances within the construction area which serve the distribution system, subject to periodic inspection by the Owner’s operating personnel. Inspection by any representative or personnel of the Owner shall not relieve the Contractor of his responsibilities in connection with operation and maintenance of these facilities and equipment. The Contractor shall provide the Owner at least seventy-two (72) hours’ advance notice of the Contractor’s desire to extend, connect, disconnect, or turn on or off any steam, electric, water, or other service from the Owner’s supply systems. The actual operation shall be witnessed and approved by an authorized representative of the Owner. All plumbing, heating, and electrical work, including installation of equipment, and other work to be performed by the Contractor, shall be carried out without interference with the Owner’s normal operation. Where any work requires interruption of any service, the Contractor shall make advance arrangements with the Owner for dealing with and minimizing such interruption.

6.22-S The Contractor agrees to procure materials, equipment, labor and supplies from such sources and to perform all Work on the Project with labor, material suppliers and Subcontractors that will work harmoniously with the Owner’s employees, employees of other contractors employed by the Owner, and with other elements of labor involved in the construction of the Project or the operation of the building in which the Project is located, including, without limitation, any tenant improvement work contractors engaged by Owner or any tenants of Owner.”

6.22-T Weather Protection Devices – Pursuant to M.G.L. Chapter 149, Section 44G(D), the Contractor shall install weather protection devices and shall furnish adequate heat in the area so the work is protected during the months of November through March.

ARTICLE 7 – OTHER WORK AT THE SITE

SC-7.01 and

SC-7.02 and

SC-7.03 Delete paragraphs 7.01, 7.02 and 7.03 of the General Conditions in their entirety except for the first sentence in paragraph 7.01(A).

ARTICLE 8 - OWNER'S RESPONSIBILITIES

SC-8.06 In paragraph 8.02-A of the General Conditions, in the second and third lines, delete the words “to whom Contractor makes no reasonable objection”.

SC 8.06 Delete paragraph 8.06-A of the General Conditions in its entirety.

SC-8.06 Delete paragraphs 8.10 and 8.11 of the General Conditions.

SC-8.09 Add the following at the end of paragraph 8.09 of the General Conditions:

“The Contractor shall provide services under any Contract with the Owner as an independent contractor with the Town of Natick and not as an employee of the Town of Natick. No employee, agent or representative of the Contractor shall be entitled to receive any benefits of employment with the Town of Natick, including without limitation salary, overtime, vacation pay, holiday pay, sick leave, health insurance, life insurance, pension or deferred compensation.”

ARTICLE 9 – ENGINEER’S STATUS DURING CONSTRUCTION

SC-9.01 Delete the first sentence of paragraph 9.01 of the General Conditions.

SC-9.02 Add the words “and Owner” after the word “Engineer” in the third line of paragraph 9.02-A of the General Conditions. Substitute the word “deem” for “deems” in the same line. Delete the second and third sentences of said paragraph 9.02-A.

SC-9.08-A Delete paragraph 9.08-A of the General Conditions.

SC-9.09-A Insert the following language at the beginning of paragraph 9.09-A “To the extent permitted by law”

ARTICLE 10 -CHANGES IN THE WORK: CLAIMS

SC 10.01-A Delete Article 10 of the General Conditions in its entirety and insert in its place the following:

“SC-10.01 Change Orders

A Change Order may be submitted for changes in the Contract work, including but not limited to, changes in:

- a. the plans and specifications
- b. in the method or manner or

performance of the work; and/or

- c. in the schedule for performance of the work.

Whenever a Change Order is requested or ordered, and said Change Order will cause an adjustment in the Contractor's cost, the Contractor may request an equitable adjustment in writing in the Contract price.

The Owner and the Contractor shall attempt to negotiate an equitable adjustment in the Contract price before commencement of the pertinent work. In the absence of a Contract for an equitable adjustment and when so directed, the Contractor shall proceed with the Change Order work on a time and material basis, and the Contractor will provide the Owner with a written notice to that effect.

Contractor shall provide the Owner with all cost and pricing data used in computing the amount of the equitable adjustment, and the Contractor shall certify that the pricing data used was accurate, complete, and current.

With respect to any sum of money due to be paid by the Contractor to the Owner under the Contract, an appropriate Change Order shall be issued deducting said sum of money from payments then due or thereafter due to the Contractor from the Owner. If such deductions from payments then due or thereafter due to the Contractor from the Owner are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

SC-10.02 COMPUTING EQUITABLE ADJUSTMENTS

Equitable adjustments in the Contract price shall be determined according to one of the following methods, or a combination thereof, as determined by the Owner:

- a. fixed price basis, provided that the fixed price shall be inclusive of items (1) through (5) (below) and shall be computed in accordance with those provisions;
- b. estimated lump sum basis, to be adjusted in accordance with contract unit prices, or other agreed upon unit prices provided that the unit prices shall be inclusive of all costs related to such equitable adjustment;
- c. time and materials basis, on a not-to-exceed predetermined upset amount to be subsequently adjusted on the basis of actual costs based on the following items (1) through (5):
 - (1) the cost at minimum prevailing rates for direct labor, material, supplies and use of equipment exclusive of hand tools;
 - (2) plus cost of Workers' Compensation Insurance, union fringe benefits, federal unemployment taxes, Federal Social Security, and Massachusetts Unemployment Compensation,

or, as an alternative the Contractor may elect to use a flat twenty (20%) percent of the total labor rate in item (1);

(3) plus fifteen (15%) percent of item (1) for overhead, superintendence, and profit, which will be paid to the Contractor for work performed by the Contractors' own trade forces (for work performed by a Subcontractor, the Subcontractor will be entitled to a fifteen (15%) percent mark-up and the Contractor to a five (5%) percent mark-up; for work performed by a Sub-subcontractor, the Sub-subcontractor will be entitled to a fifteen (15%) percent mark-up, the Subcontractor to a five (5%) percent mark-up, and the Contractor to a five (5%) percent markup);

(4) if the net change is in addition to the contract price, it shall include the Contractor's overhead, superintendence, and profit. On any change which involves a net credit, no allowances for overhead, superintendence, and profit shall be figured;

(5) plus actual direct premium cost of payment and performance bonds required of the Contractor and its Subcontractors, provided there will be an appropriate credit for bond premiums in the case of a credit Change Order.

d. If unit prices are stated in the Contract Documents or subsequently agreed upon, or if quantities originally contemplated are so changed in a proposed Change Order or Construction Change Directive that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

SC-10.03 WORK PERFORMED UNDER PROTEST

The Contractor shall perform all work as directed by the Owner and if the Owner determines that certain work for which the Contractor has requested a Change Order does not represent a change in the Contract, or if the Contractor and Owner cannot agree to the amount of compensation for a Change Order, the Contractor shall perform said work under protest and shall follow the procedures described in the following subparagraphs a. and b.:

a. If the Contractor claims compensation for a Change Order not approved by the Owner, the Contractor shall, on or before the first working day following commencement of any such work or sustaining of any such damage, submit to the Owner's representative a written statement of the nature of such work or damage sustained. The Contractor will not be entitled to compensation for any portion of its Change Order claim related to work performed prior to the Owner's receipt of the written statement referred to in the previous sentence.

b. On or before the second (2nd) working day after the commencement of such work or sustaining of such damage, and daily thereafter, the Contractor shall file to the extent possible with the Engineer and the Owner itemized statements of the details and costs of such work performed or damage sustained; and unless such statements shall be made as so required, its claim for such compensation shall be forfeited and invalid and it shall not be entitled to payment on account of any such work or damage.

c. The Owner shall have the right to reject Change Orders executed by the Contractor under a reservation of rights.

SC-10.04 COMPUTING TIME EXTENSIONS

Contract Time shall not be changed due to a delay in the Contractor's early completion date until all Contract Float is used and performance of the specified work necessarily extends beyond the Contract Time. An extension in Contract Time will not be approved unless the Contractor demonstrates through a detailed CPM schedule analysis that unforeseeable causes, beyond the

control of and without the fault or negligence of both the Contractor and the Subcontractors or Suppliers at any tier, led to performance or completion of all or part of the work beyond the corresponding Contract Time despite the Contractor's reasonable and diligent actions. If granted, an extension in Contract Time shall be the Contractor's sole and exclusive remedy for any delay, disruption, interference, hindrance, and associated costs, however caused.

SC-10.05 STATUTORY PROVISIONS – DIFFERING SITE CONDITIONS; TIMELY DECISIONS

The Contractor's attention is directed to M.G.L. c.30, Sections 39I, 39J, 39N, 39O, and 39P, the provisions of which apply to the Contract.

a. Differing Site Conditions, M.G.L. c.30, Section 39N.

If, during the progress of the work, the Contractor or the Owner discovers that the actual subsurface or latent physical conditions encountered at the site differ substantially or materially from those shown on the plans or indicated in the Contract Documents either the Contractor or the Owner may request an equitable adjustment in the Contract price applying to work affected by the differing site conditions. A request for such an adjustment shall be in writing and shall be delivered by the party making such claim to the other party as soon as possible after such conditions as discovered. Upon receipt of such a claim from a Contractor, or upon its own initiative, the Owner shall make an investigation of such physical conditions, and, if they differ substantially or materially from those shown on the plans or indicated in the Contract Documents or from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the plans and Contract Documents and are of such nature as to cause an increase or decrease in the cost of performance of the Work or a change in the construction methods required for the performance of the Work which results in an increase or decrease in the cost of the work, the Owner shall upon submission by the Contractor of a properly submitted change order request, make an equitable adjustment in the Contract price and the Contract shall be modified in writing accordingly.

b. Timely decision by the Owner. M.G.L. c.30, Section 39P.

Whenever the Contract requires the Owner or the Engineer to make a decision during construction of the Project on interpretation of the specifications, approval of equipment, material, or any other

approval, or progress of the work, that decision shall be made promptly and, in the event, no later than thirty (30) days after receipt of a written submission for such decision by the Contractor, but if such decision requires extended investigation and study, the Owner or the Engineer shall, within thirty (30) days after the receipt of the submission, give the Contractor written notice of the reasons why the decision cannot be made within the thirty (30) day period and the date by which the decision will be made.”

SC-10.06 CERTIFICATE OF APPROPRIATION

(Statutory reference: M.G.L. c.44 §31C)

The contract shall not be deemed to have been made until the auditor or accountant or other officer of the city or town having similar duties has certified thereon that an appropriation in the amount of the contract is available therefor and that an officer or agent of the city, town, or Awarding Authority has been authorized to execute said contract and approve all requisitions and change orders. No order to the Contractor for a change in or addition to the work, whether in the form of a drawing, plan, detail or any other written instruction, unless it is an order which the Contractor is willing to perform without any increase in the contract price, shall be deemed to be given until the auditor or accountant, or other officer of the Awarding Authority having similar duties, has certified thereon that an appropriation in the amount of such order is available therefore; but such certificate shall not be construed as an admission by the Awarding Authority of its liability to pay for such work. The certificate of the auditor or accountant or other officer of the Awarding Authority having similar duties that an appropriation in the amount of the contract or in the amount of such order is available shall bar any defense by the Awarding Authority on the grounds of insufficient appropriation.”

ARTICLE 11- COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

SC-11.01-A In paragraph 11.01-A of the General Conditions, in the last sentence, delete the word “and”, in the second last line, and insert at the end of the last sentence the following text “, and shall include no markup”.

SC-11.01-A In paragraph 11.01-A.1 of the General Conditions, in the last line, insert “in advance, in writing,” between the words “authorized” and “by”.

SC 11.01-A Add the following paragraph at the end of paragraph 11.01-A.2 of the General Conditions:

“11.01-A.2.a. Only those materials required as a result of such Work and reasonable freight charges for delivery of same are allowable. Only the equipment and machinery required as a result of such Work is allowable. Costs for equipment and machinery shall be based upon the current Nielson/Dataquest Rental Bluebook for Construction Equipment (the "Bluebook"). In determining the rental rate the following shall apply:

a. For equipment already on the project the monthly prorated rental rate by the hourly use shall be applicable;

b. For equipment not on the project the daily rate, the weekly rate, or monthly rate will prevail, whichever will prove to be most cost effective. Small tools and manual equipment are examples of costs not allowable under this item. These costs are considered to be included in the Contractor's Fee as detailed in paragraphs 11.6 of the General Conditions.

(1 month (normal use) = 176 hours) (See 11.01-A.5.c. for equipment and machinery actually rented)."

Amend paragraph 11.01-A.5.a. of the General Conditions by adding the following language at the end of the paragraph:

", provided that the Contractor shall substantiate that this reimbursement payment is customarily considered normal to his operations."

Delete paragraph 11.01-A.5.c. of the General Conditions in its entirety and insert the following language in its place:

"11.01-A.5.c. All construction equipment and machinery and the parts thereof actually rented from others in accordance with rental agreements approved in advance, in writing, by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work."

Amend the first sentence of paragraph 11.01-A.5.f. of the General Conditions by striking out the following words:

"(except losses and damages within the deductible amounts of property insurance established by Owner in accordance with paragraph 5.06.D)."

and by deleting in the ninth line the word "negligence" and inserting in its place the words "act or omission".

Delete paragraph 11.01-A.5.h. of the General Conditions in its entirety.

SC-11.01-B In paragraph 11.01-B.4 of the General Conditions, in the first line, insert "or willful misconduct" between the words "negligence" and "of".

SC 11.01-D In paragraph 11.01-D of the General Conditions, in the first paragraph, third line, delete the word "will" and insert in its place the word "shall".

SC-11.01-D Add the following paragraphs after paragraph 11.01-D of the General Conditions:
"11.01-D.1. Executed change orders shall be submitted to Owner in triplicate on the Change Order Form included in Part II of the Supplementary Conditions, and to the format of the Example Calculation Sheet also located in Part II of the Supplementary Conditions.

11.01-D.2. The Contractor shall include three (3) copies of invoices to substantiate all costs for materials and equipment directly associated with work involved in the change order.

11.01-D.3. The Contractor shall include three (3) copies of labor summary to include name, classification, wage and date for all personnel directly involved in the work associated with the change order."

ARTICLE 12 – CHANGE OF CONTRACT PRICE: CHANGE OF CONTRACT TIMES

SC-12.01 In paragraph 12.01-A of the General Conditions, last line, delete "10.05" and insert in its place "10.03".

SC-12.01 Delete paragraphs 12.01-C.2.a, through 12.01-C.2.c. of the General Conditions.

SC-12.01-C Paragraphs 12.01-C.2.d. through 12.01-C.2.f. of the General Conditions shall be renumbered 12.-1-C.2.a. through 12.-1-C.2.c., respectively.

SC-12.01-C New paragraph 12.-1-C.2.a of the General Conditions (former paragraph 12.01-C-2.d.) shall read"

"No fee shall be paid on the basis of costs."

SC-12.02 Delete paragraph 12.02-B of the General Conditions in its entirety and insert in its place the following:

"SC-12.02 TIME

12.02-B TIME IS OF THE ESSENCE

Time is of the essence in the performance of the Contract. By executing the Contract, the Contractor represents that the time for performance stated in the Contract documents is a reasonable period for completing the Work to be performed under the Contract.

The Contractor shall prosecute the work with the diligence necessary to ensure its completion within the required time. The Contractor shall provide sufficient labor, materials, and equipment, and shall promptly take such appropriate action to recover schedule as may be necessary. The Contractor shall carry on the work and adhere to the schedule during all disputes and disagreements with the Owner. No work shall be delayed or postponed pending resolution of any disputes and disagreements. The Contractor shall exercise reasonable precautions, efforts, and measures to avoid or mitigate situations which would cause delays.

If no specific date is identified in the Contract Documents for Final Completion of the Project or a particular phase of the Project, Final Completion of the Project or Project phase shall be achieved by the Contractor within thirty (30) calendar days after the date of Substantial Completion of the Project or Project phase."

12.02-C At least ten (10) working days before the first Application for Payment, the Contractor shall submit to the Engineer a Progress Schedule showing for each class of work included in the

Schedule of Values, the percentage completion to be obtained and the total dollar value of work to be completed as of the first of each month until Substantial Completion. All calculations shall be on the basis of work in place, but not including the value of materials delivered but not in place.

12.02-D The Progress Schedule shall be based on an orderly progression of the Work, allowing adequate time for each operation (including adequate time for submission and review of submittals), and leading to a reasonable certainty of Substantial Completion by the date established in the Contract. The Progress Schedule will be reviewed by the Engineer for compliance with the requirements of this Article and will be accepted by the Engineer or returned to the Contractor for revision and resubmittal. Unless specifically required by law, no payment under this Contract shall be due until the Progress Schedule has been approved by the Engineer. The Engineer's review of the Progress Schedule shall not impose any duty on the Engineer or the Owner with respect to the timing, planning, scheduling, or execution of the Work. In particular, if the Contractor proposes a Progress Schedule indicating a date of Substantial Completion which is earlier than the Contract Time, the Contractor shall not be entitled to additional payment or compensation of any kind if, for any reason, the full Contract Time is required to achieve Substantial Completion of the Work.

12.02-E If in any Application for Payment the total value of the completed Work in place, as certified by the Engineer, is less than ninety (90%) percent of the total value of the Work in place estimated in the Progress Schedule, the Owner shall have the right, at the Owner's option and without cost to the Owner, to order the Contractor to take corrective measures necessary to expedite the progress of construction, including without limitations: (i) working additional shifts or overtime, (ii) supplying additional workers, equipment, and facilities, and (iii) other similar measures (hereinafter referred to as "Extraordinary Measures"). The Owner's right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's compliance with the construction schedule.

12.02-F If each of three successive applications for payment, as certified by the Engineer, indicate that the actual Work completed is less than ninety (90%) percent of the values estimated in the Progress Schedule to be completed by the respective dates, the Owner may at the Owner's option, treat the Contractor's delinquency as a default.

12.02-G If the Engineer has determined that the Contractor should be permitted to extend the time for completion, the calendar dates in the Progress Schedule shall be adjusted accordingly to retain their same relationship to the adjusted date of Substantial Completion, and the dollar value of Work to be completed as of the first of each month shall be adjusted pro rata.

12.02-H If the Contractor fails to submit any Application for Payment in any month, the Engineer shall, for the purpose of this evaluation of progress, certify separately to the actual value of the Work in place completed as of the first of the month to the best of the Engineer's knowledge.

12.02-I The Owner and the Contractor shall comply with M.G.L. c.30, §39K, which provides:

Within fifteen (15) days (thirty (30) days in the case of the commonwealth, including local housing authorities) after receipt from the contractor, at the place designated by the awarding authority if such a place is so designated, of a periodic estimate requesting payment of the amount due for the preceding month, the awarding authority will make a periodic payment to the contractor for the work performed during the preceding month and for the materials not incorporated in the work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the contractor has title or to which a subcontractor has title and has authorized the contractor to transfer title to the awarding authority, upon certification by the contractor that he is the lawful owner and that the materials are free from all encumbrances, but less (1) a retention based on its estimate of the fair value of its claims against the contractor and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, and less (3) a retention not exceeding five per cent of the approved amount of the periodic payment. After the receipt of a periodic estimate requesting final payment and within sixty-five days after (a) the contractor fully completes the work or substantially completes the work so that the value of the work remaining to be done is, in the estimate of the awarding authority, less than one per cent of the original contract price, or (b) the contractor substantially completes the work and the awarding authority takes possession for occupancy, whichever occurs first, the awarding authority shall pay the contractor the entire balance due on the contract less (1) a retention based on its estimate of the fair value of its claims against the contractor and of the cost of completing the incomplete and unsatisfactory items of work and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, or based on the record of payments by the contractor to the subcontractors under this contract if such record of payment indicates that the contractor has not paid subcontractors as provided in section thirty-nine F. If the awarding authority fails to make payment as herein provided, there shall be added to each such payment daily interest at the rate of three percentage points above the rediscount rate then charged by the Federal Reserve Bank of Boston commencing on the first day after said payment is due and continuing until the payment is delivered or mailed to the contractor; provided, that no interest shall be due, in any event, on the amount due on a periodic estimate for final payment until fifteen days (twenty-four days in the case of the commonwealth) after receipt of such a periodic estimate from the contractor, at the place designated by the awarding authority if such a place is so designated. The contractor agrees to pay to each subcontractor a portion of any such interest paid in accordance with the amount due each subcontractor.

The awarding authority may make changes in any periodic estimate submitted by the contractor and the payment due on said periodic estimate shall be computed in accordance with the changes so made, but such changes or any requirement for a corrected periodic estimate shall not affect the due date for the periodic payment or the date for the commencement of interest charges on the amount of the periodic payment computed in accordance with the changes made, as provided herein; provided, that the awarding authority may, within seven days after receipt, return to the contractor for correction, any periodic estimate which is not in the required form or which contains computations not arithmetically correct and, in that event, the date of receipt of such periodic estimate shall be the date of receipt of the corrected periodic estimate in proper form and with arithmetically correct computations. The date of receipt of a periodic estimate received on a Saturday shall be the first working day thereafter. The provisions of section thirty-nine G shall not

apply to any contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building to which this section applies.

All periodic estimates shall be submitted to the awarding authority, or to its designee as set forth in writing to the contractor, and the date of receipt by the awarding authority or its designee shall be marked on the estimate. All periodic estimates shall contain a separate item for each filed subtrade and each sub-subtrade listed in sub-bid form as required by specifications and a column listing the amount paid to each subcontractor and sub-subcontractor as of the date the periodic estimate is filed. The person making payment for the awarding authority shall add the daily interest provided for herein to each payment for each day beyond the due date based on the date of receipt marked on the estimate.

A certificate of the architect to the effect that the contractor has fully or substantially completed the work shall, subject to the provisions of section thirty-nine J, be conclusive for the purposes of this section.

Notwithstanding the provisions of this section, at any time after the value of the work remaining to be done is, in the estimation of the awarding authority, less than 1 per cent of the adjusted contract price, or the awarding authority has determined that the contractor has substantially completed the work and the awarding authority has taken possession for occupancy, the awarding authority may send to the general contractor by certified mail, return receipt requested, a complete and final list of all incomplete and unsatisfactory work items, including, for each item on the list, a good faith estimate of the fair and reasonable cost of completing such item. The general contractor shall then complete all such work items within 30 days of receipt of such list or before the contract completion date, whichever is later. If the general contractor fails to complete all incomplete and unsatisfactory work items within 45 days after receipt of such items furnished by the awarding authority or before the contract completion date, whichever is later, subsequent to an additional 14 days' written notice to the general contractor by certified mail, return receipt requested, the awarding authority may terminate the contract and complete the incomplete and unsatisfactory work items and charge the cost of same to the general contractor and such termination shall be without prejudice to any other rights or remedies the awarding authority may have under the contract. The awarding authority shall note any such termination in the evaluation form to be filed by the awarding authority pursuant to the provisions of section 44D of chapter 149.

12.02-J Nothing herein shall limit the Owner's right to liquidated or other damages for delays by the Contractor or to any other remedy which the Owner may possess under other provisions of the Contract Documents or by law.

12.02-K Should the Contractor request additional time to complete the work, it shall document its reasons therefor and request an extension of time the alleged delay occurred. Failure to notify the Owner of any delay as provided in this Article shall preclude the Contractor from subsequently claiming any time extension or other relief due to said delay. Request for extensions of time shall be submitted as a Change Order request to the Owner.

The Contractor shall submit the amount of a claim to the Owner in writing as soon as practicable after the end of the suspension, delay, interruption, or failure to act and, in any event, not later

than the date of final payment under the Contract and, except for costs due to a suspension order, the Owner shall not approve any costs in the claim incurred more than twenty (20) days before the Contractor notified the Owner in writing of the act or failure to act involved in the claim.

The Owner and the Contractor agree that they understand that this subparagraph places a burden on the Contractor to inform the Owner, as soon as practicable, whenever the Contractor considers that an action or inaction of the Owner or the Engineer could result or has resulted in a delay in the Project, thereby providing the Owner and the Engineer with the opportunity to take action to avoid or lessen the time extensions or damages that might be associated with such action or inaction.

The Contractor and the Surety on the Contractor's performance bond shall be jointly and severally liable for, and shall pay to the Owner the expenses for inspection of Work performed after the time stipulated in the Owner-Contractor Contract for Substantial Completion. Such inspection costs shall include fees paid to the Engineer and its consultants as extra services at the rate stipulated in the Owner-Engineer Contract, the costs of any other project representatives of the Owner at the current salary rate and any other direct expenses due to inspection. The Owner may retain from monies otherwise due the Contractor whatever sums accrue to the Owner pursuant to this provision. The Contractor shall not be liable for inspection costs for delay in performance as provided hereunder for any period for which an extension of the Contract Time has been granted.

12.02-L No claim for extension of time shall be allowed on account of failure of the Engineer to furnish Drawings, Specifications or instructions until fifteen (15) days after receipt by the Engineer by registered or certified mail, or by hand delivery acknowledged by the Engineer, of written demand for such instructions, Drawings, or Samples, and not then unless such claim be reasonable.

No extension of time shall be granted because of seasonal or abnormal variations in temperature, humidity or precipitation, which conditions shall be wholly at the risk of the Contractor, whether occurring within the time originally scheduled for completion or within the period of any extension granted. There shall be no increase in the Contract Sum on account of any additional costs of operations or conditions resulting therefrom.

The Contractor hereby agrees that the Contractor shall have no claim for damages of any kind against the Owner or the Engineer on account of any delay in the commencement of the Work and/or any hindrance, delay or suspension of any portion of the Work, whether such delay is caused by the Owner, the Engineer, or otherwise, except as and to the extent expressly provided under M.G.L. c.30, §39O in the case of written orders by the Owner. The Contractor acknowledges that the Contractor's sole remedy for any such delay and/or suspension will be an extension of time as provided in this Article.

12.02-M (Statutory reference: M.G.L. c.30 §39O)

a. The Awarding Authority may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as it may determine to be appropriate for the convenience of the Awarding Authority; provided, however, that if there is a suspension, delay or interruption for fifteen days or more or due to a failure of the Awarding Authority to act within the time specified in this contract, the Awarding Authority shall make an adjustment in the contract price for any increase in the cost of performance of this contract but shall not include any profit to the Contractor on such increase; and provided further, that the Awarding Authority shall not make any adjustment in the contract price under this provision for any suspension, delay, interruption or failure to act to the extent that such is due to any cause for which this contract provides for an equitable adjustment of the contract price under any other contract provisions.

b. The Contractor shall submit the amount of a claim under provision (a) to the Awarding Authority in writing as soon as practicable after the end of the suspension, delay, interruption or failure to act and, in any event, not later than the date of final payment under this contract and, except for costs due to a suspension order, the Awarding Authority shall not approve any costs in the claim incurred more than twenty (20) days before the Contractor notified the Awarding Authority in writing of the act or failure to act involved in the claim.

In the event a suspension, delay, interruption or failure to act of the Awarding Authority increases the cost of performance to any Subcontractor, that Subcontractor shall have the same rights against the Contractor for payment for an increase in the cost of his performance as provisions a. and b. give the Contractor against the Awarding Authority, but nothing in provisions a. and b. shall in any way change, modify or alter any other rights which the Contractor or the Subcontractor may have against each other.

12.02-N - LIQUIDATED DAMAGES

If the Contractor shall fail to achieve Substantial Completion within the Contract Time, it shall be liable to pay the Owner the daily amount as stipulated in the Contract not as a penalty, but as fixed and agreed upon damages for breach of contract. The said amount is fixed and agreed upon because of the difficulty of ascertaining the Owner's actual damages. It is mutually understood that the said amount is a reasonable approximation or estimate thereof as of the date of the Contract. The said amount may be withheld from periodic or final payments due to the Contractor, in addition to retainage and other backcharges.”

SC-12.03 In paragraph 12.03-A of the General Conditions, in the eighth line, insert “acts or neglect by Engineer,” after “acts or neglect by Owner”.

SC-12.03 In paragraph 12.03-C of the General Conditions, in the fifth line, insert “and Engineer” between “Owner” and “and”.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK:

SC-13.03 Delete paragraph 13.03-B of the General Conditions in its entirety.

SC-13.07 In paragraph 13.07-B of the General Conditions, in the last line, delete “will” and insert in its place “shall”.

SC 13.09 Add the following paragraph immediately after paragraph 13.09-D of the General Conditions:

"13.09-E In the event of an emergency caused by defective Work, if the Contractor fails to respond to notification within twelve (12) hours, the Owner may proceed with alleviating the condition, and at his option may impose a surcharge upon the Contractor or a decrease in the Contract Price to cover associated costs in relation thereto."

ARTICLE 14 -PAYMENTS TO CONTRACTOR AND COMPLETION

SC-14.02 Delete paragraph 14.02 A, B and C of the General Conditions in their entirety and insert in its place the following:

“M.G.L. c.30, § 39G or M.G.L. c. 30, §39K, as appropriate, is incorporated herein by reference. See Part II of the SUPPLEMENTARY CONDITIONS, p. 00810-7.”

SC 14.03-A Add a new paragraph immediately after paragraph 14.03-A of the General Conditions:

"14.03-A.1. No materials or supplies for the Work shall be purchased by Contractor or Subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. Contractor shall warrant that he has clear title to all materials and supplies used by him in the Work, free from all liens, claims or encumbrances."

SC 14.04 Delete paragraphs 14.04-A through 14.04-D of the General Conditions in their entirety and insert in their place the following:

"14.04-A Substantial completion and payment in relation thereto shall be in compliance with M.G.L. Chapter 30, Section 39G for Utility Contracts, and M.G.L. Chapter 30, Section 39K for Building Associated Contracts, as included in Part II of the Supplementary Conditions.

14.04-A.1. For utility contracts, Owner, within twenty one (21) days of receipt of certification from Contractor that the work has been Substantially Complete, shall present to Contractor a written declaration that work has been Substantially Complete, or an itemized list of incomplete or unsatisfactory work items.

14.04-A.1.a. Within sixty five (65) days after the effective date of Substantial Completion and receipt of an Application for Payment, Owner shall submit to Contractor payment for the quantity and price of the work done with the following deductions:

- a. A retainer of one (1%) percent of the undisputed Substantial Completion payment amount.
- b. Less the estimated cost of completing all incomplete and unsatisfactory work items.
- c. An amount equal to sum of all demands for direct payment filed by subcontractors and not yet paid to subcontractors or deposited in a joint account."

SC-14.07-14.09 Delete paragraphs 14.07 through 14.09 of the General Conditions and insert in their place the following:

“(Statutory Reference – M.G.L. c.30, §39F:

Forthwith after the Contractor receives payment on account of a periodic estimate, the Contractor shall pay to each Subcontractor the amount paid for the labor performed and the materials furnished by that Subcontractor, less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the Subcontractor by the Contractor.

Not later than the sixty-fifth (65th) day after each Subcontractor substantially completes his work in accordance with the plans and specifications, the entire balance due under the subcontract, less amounts retained by the Awarding Authority as the estimated cost of completing the incomplete and unsatisfactory items of work, shall be due the Subcontractor; and the Awarding Authority shall pay that amount to the Contractor. The Contractor shall forthwith pay to the Subcontractor the full amount received from the Awarding Authority less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the Subcontractor by the Contractor.

Each payment made by the Awarding Authority to the Contractor for the labor performed and the materials furnished by a Subcontractor shall be made to the Contractor for the account of that Subcontractor; and the Awarding Authority shall take reasonable steps to compel the Contractor to make each such payment to each such Subcontractor. If the Awarding Authority has received a demand for direct payment from a Subcontractor for any amount which has already been included in a payment to the Contractor or which is to be included in a payment to the Contractor for payment to the Subcontractor, the Awarding Authority shall act upon the demand as provided herein.

If, within seventy (70) days after the Subcontractor has substantially completed the subcontract work, the Subcontractor has not received from the Contractor the balance due under the subcontract including any amount due for extra labor and materials furnished to the Contractor, less any amount retained by the Awarding Authority as the estimated cost of completing the incomplete and unsatisfactory items of work, the Subcontractor may demand direct payment of

that balance from the Awarding Authority. The demand shall be by a sworn statement delivered to or sent by certified mail to the Awarding Authority, and a copy shall be delivered to or sent by certified mail to the Contractor at the same time. The demand shall contain a detailed breakdown of the balance due under the subcontract and also a statement of the status of completion of the subcontract work. Any demand made after substantial completion of the subcontract work shall

be valid even if delivered or mailed prior to the seventieth (70th) day after the Subcontractor has substantially completed the subcontract work. Within ten (10) days after the Subcontractor has delivered or so mailed the demand to the Awarding Authority and delivered or so mailed a copy to the Contractor, the Contractor may reply to the demand. The reply shall be by a sworn statement delivered to or sent by certified mail to the Awarding Authority, and a copy shall be delivered to or sent by certified mail to the Subcontractor at the same time. The reply shall contain a detailed breakdown of the balance due under the subcontract, including any amount due for extra labor and materials furnished to the Contractor and of the amount due for each claim made by the Contractor against the Subcontractor.

Within fifteen (15) days after receipt of the demand by the Awarding Authority, but in no event prior to the seventieth (70th) day after substantial completion of the subcontract work, the Awarding Authority shall make direct payment to the Subcontractor of the balance due under the subcontract, including any amount due for extra labor and materials furnished to the Contractor, less any amount (i) retained by the Awarding Authority as the estimated cost of completing the incomplete or unsatisfactory items of work, (ii) specified in any court proceedings barring such payment, or (iii) disputed by the Contractor in the sworn reply; provided that the Awarding Authority shall not deduct from a direct payment any amount as provided in part (iii) if the reply is not sworn to, or for which the sworn reply does not contain the detailed breakdown required by M.G.L. c 30, §39F. The Awarding Authority shall make further direct payments to the Subcontractor forthwith after the removal of the basis for deductions from direct payments made.

The Awarding Authority shall forthwith deposit the amount deducted from a direct payment in an interest-bearing joint account in the names of the Contractor and the Subcontractor in a bank in Massachusetts selected by the Awarding Authority or agreed upon by the Contractor and the Subcontractor and shall notify the Contractor and the Subcontractor of the date of the deposit and the bank receiving the deposit. The bank shall pay the amount in the account, including accrued interest, as provided in a Contract between the Contractor and the Subcontractor or as determined by decree of a court of competent jurisdiction.

All direct payments and all deductions from demands for direct payments deposited in an interest-bearing account or accounts in a bank pursuant to the provisions herein shall be made out of amounts payable to the Contractor at the time of receipt of a demand for direct payment from a Subcontractor and out of amounts which later become payable to the Contractor and in the order of receipt of such demands from Subcontractors. All direct payments shall discharge the obligation of the Awarding Authority to the Contractor to the extent of such payment.

The Awarding Authority shall deduct from payments to a Contractor amounts which, together with the deposits in interest-bearing accounts, are sufficient to satisfy all unpaid balances of demands for direct payment received from Subcontractors. All such amounts shall be earmarked

for such direct payments, and the Subcontractors shall have a right in such deductions prior to any claims against such amounts by creditors of the Contractor.

If the Subcontractor does not receive payment as provided herein or if the Contractor does not submit a periodic estimate for the value of the labor or materials performed or furnished by the

Subcontractor and the Subcontractor does not receive payment for same when due less the deductions provided for herein, the Subcontractor may demand direct payment by following the procedure provided for in M.G.L. c.30, §39F, and the Contractor may file a sworn reply as provided in that same Sub-subparagraph. A demand made after the first day of the month following that for which the Subcontractor performed or furnished the labor and materials for which the Subcontractor seeks payment shall be valid even if delivered or mailed prior to the time payment was due on a periodic estimate from the Contractor. Thereafter the Awarding Authority shall proceed as provided in M.G.L. c.30, §39F.

Any assignment by a Subcontractor of the rights under this section to a surety company furnishing a bond under the provisions of M.G.L. c.149, §29 shall be invalid. The assignment and subrogation rights of the surety to amounts included in a demand for direct payment which are in the possession of the Awarding Authority or which are on deposit pursuant to the provisions herein shall be subordinate to the rights of all Subcontractors who are entitled to be paid under this section and who have not been paid in full.

(3) "Subcontractor" as used in this section (i) for contracts awarded as provided in sections forty-four A to forty-four H, inclusive, of chapter one hundred forty-nine shall mean a person who files a sub-bid and receives a subcontract as a result of that filed sub-bid or who is approved by the awarding authority in writing as a person performing labor or both performing labor and furnishing materials pursuant to a contract with the general contractor

A Contractor or a Subcontractor shall enforce a claim to any portion of the amount of a demand for direct payment deposited pursuant to M.G.L. c.30, §39F by a petition in equity in the superior court against the other and the bank shall not be a necessary party. A Subcontractor shall enforce a claim for direct payment or a right to require a deposit by a petition in equity in the superior court against the Awarding Authority and the Contractor shall not be a necessary party. Upon motion of any party the court shall advance for speedy trial any petition filed as provided in this paragraph. M.G.L. c.231, §§59 and 59B shall apply to such petitions. The court shall enter an interlocutory decree upon which execution shall issue for any part of a claim found due pursuant to §§59 and 59B and, upon motion of any party, shall advance for speedy trial the petition to collect the remainder of the claim. Any party aggrieved by such interlocutory decree shall have the right to appeal therefrom as from a final decree. The court shall not consolidate for trial the petition of any Subcontractor with the petition of one or more Subcontractors of the same general contract unless the court finds that a substantial portion of the evidence of the same events during the course of construction (other than the fact that the claims sought to be consolidated arise under the same general contract) is applicable to the petitions sought to be consolidated and that such consolidation will prevent unnecessary duplication of evidence. A decree in any such proceeding shall not include interest on the disputed amount deposited in excess of the interest earned for the period of any such deposit. No person except a Subcontractor filing a demand for

direct payment for which no funds due the Contractor are available for direct payment shall have a right to file a petition in a court of equity against the Awarding Authority claiming a demand for direct payment is premature, and such Subcontractor must file the petition before the Awarding Authority has made a direct payment to the Subcontractor and has made a deposit of the disputed portion.

In any petition to collect any claim for which a Subcontractor has filed a demand for direct payment the court shall, upon motion of the Contractor, reduce by the amount of any deposit of a disputed amount by the Awarding Authority as provided herein any amount held under a trustee writ or pursuant to a restraining order or injunction.”

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

SC 15.01 Delete paragraph 15.01 A of the General Conditions in its entirety and insert in its place the following :

"15.01-A The Owner may order the Contractor in writing to suspend, delay, or interrupt all or any part of the Work for such period of time as it may determine to be appropriate for the convenience of the Owner; provided however, that if there is a suspension, delay or interruption for fifteen (15) days or more or due to a failure of the Owner to act within the time specified in this Contract, the Owner shall make an adjustment in the Contract Price for any increase in the cost of performance of this Contract but shall not include any profit to the Contractor on such increase; and provided further, that the Owner shall not make any adjustment in the Contract Price under this provision for any suspension, delay, interruption or failure to act to the extent that such is due to any cause for which this Contract provides for an equitable adjustment of the Contract Price under any other Contract provisions.

The Contractor shall submit the amount of said claim to the Owner in writing as soon as practicable after the end of the suspension, delay, interruption or failure to act and, in any event, not later than the date of final payment under this Contract and, except for costs due to a suspension order, the Owner shall not approve any costs in the claim incurred more than twenty (20) days before the Contractor notified the Owner in writing of act or failure to act involved in the claim.

15.01-A-1. The above revisions contained in paragraph under SC 15.01 are in compliance with Massachusetts General Laws Chapter 30, Section 39O."

SC-15.02 Delete paragraph 15.02 A, B, C, D, E and F of the General Conditions in their entirety and insert in its place the follow provision:

“15.02-A If the Contractor persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if the Contractor fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority

having jurisdiction or disregards an instruction, order or decision of the Engineer, or otherwise is guilty of a substantial violation of any provision of the Contract, then the Contractor shall be in default, and the Owner may, without prejudice to any other right or remedy and upon written notice to the Contractor of such default, take possession of all materials, tools, appliances, equipment, construction equipment and machinery and vehicles, offices and other facilities on the Project site, and all materials intended for the Work, wherever stored, and, if such default is not cured within

seven (7) days after such notice, may terminate the employment of the Contractor, accept assignment of any or all subcontracts, and finish the Work by whatever method the Owner may deem expedient. The Owner shall be entitled to collect from the Contractor all direct, indirect, and consequential damages suffered by the Owner on account of the Contractor's default, including without limitation additional services and expenses of the Engineer made necessary thereby. The Owner shall be entitled to hold all amounts due the Contractor at the date of termination until all of the Owner's damages have been established, and to apply such amounts to such damages.

If, after final completion of the Work, the Owner determines that the unpaid amount (if any) due to the Contractor for the portion of the Work performed by the Contractor in accordance with the Contract exceeds any costs and damages incurred by the Owner as the result of the Contractor's breach of this Contract, such excess shall be paid to the Contractor. If the costs and damages incurred by the Owner as the result of the Contractor's breach of this Contract exceeds the unpaid amount (if any) due to the Contractor for the portion of the Work performed by the Contractor, the Contractor shall promptly pay such excess upon written demand by the Owner. In the event of a termination of the Contract pursuant to this Article, the Owner and the Contractor shall forthwith return to the other all papers, materials and other properties of the other held by each for the purposes of execution of the Contract. In addition, each party will make reasonable efforts to assist the other party in an orderly termination of this Contract."

15.02-B If the Contractor is determined by a court of competent jurisdiction to be bankrupt, or if any assignment shall be made by the Contractor or by any guarantor of the Contractor for the benefit of creditors, or if a petition is filed by the Contractor or by guarantor of the Contractor for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or in an involuntary petition under any of the provisions of the Bankruptcy Act is filed against the Contractor and such involuntary petition is not discharged within ninety (90) days thereafter, in any event the Owner may terminate this Contract upon written notice to the Contractor."

SC-15.03 Delete paragraph 15.03 of the General Conditions in its entirety and insert in its place the following:

"15.03 OWNER'S TERMINATION FOR CONVENIENCE

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and/or purchase orders.

In the event of such termination for the Owner's convenience, the Contractor shall be compensated only for Work performed and expenses incurred in accordance with the Contract prior to termination, together with reasonable demobilization expenses (provided that there are appropriated Project funds available for such demobilization expenses). The Owner, however, shall not compensate the Contractor for lost profits, overhead expenses, termination expenses, or other such costs or expenses."

ARTICLE 16 - DISPUTE RESOLUTION

SC 16.01 Delete paragraph 16.01 A, B and C of the General Conditions in their entirety and insert in its place the following:

"Any Claim arising out of or related to the Contract, except those waived as provided in herein, shall, after final decision by the Engineer or thirty (30) days after submission of the Claim to the Engineer, be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party.

The Owner and Contractor shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be conducted under the auspices of the American Arbitration Association in accordance with the most current version of the Association's Construction Industry Mediation Rules in effect at the time the request for mediation is filed. Request for mediation shall be filed in writing with the other party to this Contract and with the American Arbitration Association. All necessary parties may be brought into such mediation.

The parties shall bear equally the mediator's fee and any filing fees required for the mediation. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Written Contracts reached in mediation shall be enforceable as written settlement Contracts in any court having jurisdiction thereof. In the event that any such claim, dispute or controversy is not resolved through the mediation process, either party is free to pursue any such claim, dispute or other matter in an appropriate court proceeding.

This paragraph 16.01 shall not prohibit the initiation of legal proceedings or equitable proceedings in circumstances where mediation will not be completed before the expiration of the applicable time within which to initiate legal proceedings or equitable proceedings. Under no circumstances shall either party call for mediation of any claim or dispute arising out of this

Contract after such period of time as would normally bar the initiation of legal proceedings to litigate such a claim or dispute under the laws of the Commonwealth of Massachusetts.

This Paragraph 16.01 shall survive completion or termination of the Contract."

ARTICLE 17 Renumber Article 17 as Article 19, and renumber paragraphs 17.01 thru 17.06 as paragraphs 19.01 thru 19.06.

Insert new paragraphs 17.01 through 17.06 in the General Conditions:

“ARTICLE 17 - CONTRACTOR'S ACCOUNTING METHOD REQUIREMENTS
(Statutory reference: M.G.L. c.30, §39R)

SC_17.01*-SC-17.06* Add new paragraphs 17.01 through 17.06, to the General Conditions as follows:

“17.01-A* The words defined herein shall have the meaning stated below whenever they appear in this Article 17:

17.01-A.1 “Contractor” means any person, corporation, partnership, joint venture, sole proprietorship, or other entity awarded a contract pursuant to §39M of c.30, §§44A-44H inclusive, of c.149, §11C of c.25, or §§44-58, inclusive, of c.7C, which is for an amount or estimated amount greater than one hundred thousand dollars.

17.01-A.2 “Contract” means any contract awarded or executed pursuant to §§44-58, inclusive of c.7C, and any contract awarded or executed pursuant to §11C of c.25A, §39M of c.30, or §§44A-44H, inclusive, of c.149, which is for an amount or estimated amount greater than one hundred thousand dollars.

17.01-A.3 “Records” means books of original entry, accounts, checks, bank statements and all other banking documents, correspondence, memoranda, invoices, computer printouts, tapes, discs, papers and other documents or transcribed information of any type, whether expressed in ordinary or machine language.

17.01-A.4 “Independent Certified Public Accountant” means a person duly registered in good standing and entitled to practice as a certified public accountant under the laws of the place of his/her residence or principal office and who is in fact independent. In determining whether an accountant is independent with respect to a particular person, appropriate consideration should be given to all relationships between the accountant and that person or any affiliate thereof. Determination of an accountant's independence shall not be confined to the relationships existing in connection with the filing of reports with the Awarding Authority.

17.01-A.5 “Audit”, when used in regard to financial statements, means an examination of records by an independent certified public accountant in accordance with generally accepted accounting principles and auditing standards for the purpose of expressing a CERTIFIED

opinion thereon, or, in the alternative, a qualified opinion or a declination to express an opinion for stated reasons.

17.01-A.6 “Accountant's Report”, when used in regard to financial statements, means a document in which an independent certified public accountant indicates the scope of the audit which s/he has

made and sets forth his/her opinion regarding the financial statements taken as a whole with a listing of noted exceptions and qualifications, or an assertion to the effect that an overall opinion cannot be expressed. When an overall opinion cannot be expressed the reason therefor shall be stated. An accountant's report shall include as a part thereof a signed statement by the responsible corporate officer attesting that management has fully disclosed all material facts to the independent certified public accountant, and that the audited financial statement is a true and complete statement of the financial condition of the Contractor.

17.01-A.7 "Management", when used herein, means the chief executive officers, partners, principals, or other person or persons primarily responsible for the financial and operational policies and practices of the Contractor.

17.01-A.8 Accounting terms, unless otherwise defined herein, shall have a meaning in accordance with generally accepted accounting principles and auditing standards.

17.02-A Every Contract or contract awarded or executed pursuant to §§44-58, inclusive of c.7C, §11C of c.25A, and pursuant to §39M of c.30 or to §§44A-44H, inclusive, of c.149, shall provide that:

17.02-A.1 The Contractor shall make, and keep for at least six (6) years after final payment, books, records, and accounts which in reasonable detail accurately and fairly reflect the transactions and dispositions of the Contractor.

17.02-A.2 Until the expiration of six (6) years after final payment, the Awarding Authority, Office of Inspector General, and the Commissioner of Capital Asset Management and Maintenance shall have the right to examine any books, documents, papers or records of the Contractor or of his/her Subcontractors that directly pertain to, and involve transactions relating to, the Contractor or his/her Subcontractors.

17.02-A.3 If the Contract is a contract as defined herein, the Contractor shall describe any change in the method of maintaining records or recording transactions which materially affect any statements filed with the Awarding Authority, including in his/her description the date of the change and reasons therefor, and shall accompany said description with a letter from the Contractor's independent certified public accountant approving or otherwise commenting on the changes.

17.02-A.4 If the Contract is a contract as defined herein, the Contractor has filed a statement of management on internal accounting controls as set forth in Paragraph 17.03 below prior to the execution of the contract.

17.02-A.5 If the Contract is a contract as defined herein, the Contractor has filed prior to the execution of the contracts and will continue to file annually, an audited financial statement for the most recent completed fiscal year as set forth in Paragraph 17.05 below.

17.03-A Every Contractor awarded a contract shall file with the Awarding Authority a statement of management as to whether the system of internal accounting controls of the Contractor and its subsidiaries reasonably assures that:

17.03-A.1 transactions are executed in accordance with management's general and specific authorization;

17.03-A.2 transactions are recorded as necessary:

(i) to permit preparation of financial statements in conformity with generally accepted accounting principles, and

(ii) to maintain accountability for assets;

17.03-A.3 access to assets is permitted only in accordance with management's general or specific authorization; and

17.03-A.4 the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action was taken with respect to any difference.

17.04-A Every Contractor awarded a contract shall also file with the Awarding Authority a statement prepared and signed by an independent certified public accountant, stating that he or she has examined the statement of management on internal accounting controls, and expressing an opinion as to

17.04-A.1 whether the representations of management in response to this paragraph and Paragraph 17.02 above are consistent with the result of management's evaluation of the system of internal accounting controls; and

17.04-A.2 whether such representations of management are, in addition, reasonable with respect to transactions and assets in amounts which would be material when measured in relation to the applicant's financial statements.

17.05-A Every Contractor awarded a contract by the Commonwealth or by any political subdivision thereof shall annually file with the Commissioner of Division of Capital Asset Management during the term of the Contract a financial statement prepared by an independent certified public accountant on the basis of an audit by such accountant. The final statement filed shall include the date of final payment. All statements shall be accompanied by an accountant's report. Such statement shall be made available to the Owner upon request.

17.06-A Records and statements required to be made, kept or filed under the provisions of this Article 17 shall not be public records as defined in M.G.L. c.4, §7 and shall not be open to public inspection; provided, however, that such records and statements shall be made available pursuant to the provisions of Subparagraph 17.02-A.2 and 17.05-A."

ARTICLE 18 INSERT A NEW ARTICLE 18 IN THE GENERAL CONDITIONS AS FOLLOWS:

“ARTICLE 18: NONDISCRIMINATION IN EMPLOYMENT

18.01-A Contracts for work under this bid will obligate the Contractor and Subcontractors not to discriminate in employment practices.

18.02-A Contracts for work under this project will obligate the Contractor and Subcontractors to maintain not less than five (5%) percent ratio of minority employee man hours to total man hours.

18.03-A In connection with the performance of work under the Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, age, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The aforesaid provision shall include, but not be limited to the following: advertising; recruitment; hiring; rates of pay or other forms of compensation; terms, conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. The Contractor shall post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the Massachusetts Commission Against Discrimination or other applicable agency of the Commonwealth of Massachusetts setting forth the provisions of the Fair Employment Practices Law of the Commonwealth. The Contractor shall also undertake in good faith, affirmative action measures designed to eliminate any discriminatory barriers in the terms and conditions of employment on the grounds of race, color, religious creed, national origin, age, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object; genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap, and to eliminate and remedy any effects of such discrimination in the past.

18.04-A Successful Bidder shall submit a Contractor’s Certification Form and a Subcontractor’s Certification Form concerning its employment practices and policies in order to maintain its eligibility to receive the award of the Contract. These forms shall be submitted with the signed Contract Documents.”

ARTICLE 19 -MISCELLANEOUS

SC 19.01-B Add the following new paragraph immediately after paragraph 19.01-A.2. of the General Conditions:

"19.01-B Both the address given in the Bid Form upon which this Agreement is founded, and Contractor's office at or near the site of the Work are hereby designated as places to either of which notices, letters, and other communications to Contractor shall be certified, mailed, or delivered, the delivering at the above named place, or depositing in a postpaid wrapper directed to the first named place, in any post office box regularly maintained by the post office department, of any notice, letter or other communication to Contractor shall be deemed sufficient service thereof upon Contractor; and the date of said service shall be the date of such delivery or mailing.

The first named address may be changed at any time by an instrument in writing, executed and acknowledged by Contractor, and delivered to Owner and Engineer in accordance with this Article 19. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter or other communication upon Contractor personally."

SC-19.01-C Add the following new paragraph 19.01-C to the General Conditions:

Notices given to the Owner shall be given to the Town Administrator, Town of Natick, Natick Town Hall, 13 East Central Street, Natick, MA 01760, to the Director, Natick Department of Public Works, 75 West Street, Natick, MA 01760 and to the Engineer.

SC-19.05-A Delete paragraph 19.05-A (formerly 17.05-A) of the General Conditions and insert the following paragraph:

"A. This Contract shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts, regardless of choice of law principles".

Insert the following new paragraphs 19.07 through 19.15 in the General Conditions.

"19.07 MINIMUM PREVAILING WAGE RATES

19.07 -A The requirements and provisions of all applicable laws and any amendments thereof or additions thereto as to the employment of labor, and to the schedule of minimum prevailing wage rates established in compliance with laws, including without limitation M.G.L. c.149, §26-27G, shall be a part of these Contract Documents. Copies of Federal and/or State wage schedules are included at the end of Part I of these Supplementary Conditions. If, after the Notice to Proceed, it becomes necessary to employ any person in a trade or occupation not classified in the wage determinations, such person shall be paid at not less than such wages as shall be determined by the officials administering the laws mentioned above. Such approved minimum rate shall be retroactive to the time of the initial employment of such person on such trade or occupation.

Contractor shall notify Owner of his intention to employ persons in trades or occupations not classified in sufficient time for Owner to obtain approved rates for such trades or occupations.

19.07-A.1. The schedules of wages referred to above are minimum rates only, and Owner will not consider any claims for additional compensation made by Contractor because of payment by Contractor of any wage rate in excess of the applicable rate contained in these Contract Documents. All disputes in regard to the payment of wages in excess of these specified in the schedules shall be adjusted by Contractor.

19.07-A.2 The said schedules of wages shall continue to be the minimum rates to be paid during the life of the Agreement and a legible copy of said schedules shall be kept posted in a conspicuous place at the site of the Work.

19.07-A.3 Federal and/or State schedule of minimum prevailing wage rates are included in Part I of these Supplementary Conditions. Where rates differ, the higher rates shall apply as a minimum for that trade.

19.07-A.4 The Contractor shall submit weekly payroll records to the Owner during the progress of the Contract, for each day work is performed and keep them on file for three (3) years.

19.07-A.5 The Contractor should obtain a schedule of minimum prevailing wage rates for every public building construction project from the Owner. It is the Owner's responsibility to ensure that a copy of the wage schedule is provided to all Contractors from whom estimates or bids are solicited for all projects. The Department of Labor and Workforce Development will not issue wage schedules directly to contractors or employees.

19.07-A.6 Once a wage schedule has been issued for a project by the Department of Labor and Workforce Development, it will remain in effect for the entire project. Appeals of wage determinations or classifications of employment may be made to the Department of Labor and Workforce Development Commissioner.

19.07-A.7 A wage schedule issued for a project may not be issued on any other project. If, by chance, the Owner fails to provide a wage schedule to use when figuring your bid, do not use one from another project. In this case, the Contractor should contact the Department of Labor and Workforce Development immediately and urge the Owner to contact the Department of Labor and Workforce Development to correct the oversight.

19.07-A.8 The failure of the Owner to provide a wage schedule does not excuse the Contractor from paying the minimum prevailing wage rate.

19.07-A.9 The Attorney General's Division of Fair Labor & Business Practices enforces the minimum prevailing wage law. All bids shall reflect minimum prevailing wage rates. CONTRACTORS may be required by an awarding authority to "demonstrate how they could complete the project and comply with Mass. Gen. Laws". The Division issued an "Advisory" discussing these and other points. For a copy, please contact the Attorney General's Office.

19.07-A.10 Minimum prevailing wages shall be paid to all employees on public building construction projects regardless of whether they are employed by the General Contractor, a filed sub-bidder or any sub-contractor. The minimum prevailing wage applies equally to unionized and non-unionized workers.

19.07-A.11 All employees who perform work on a public building construction project shall be paid hourly according to the wage schedule issued for the particular project.

19.07-A.12 The wage schedule issued for each project is in effect for the duration of that project. All wage increases listed on the schedule shall be paid on the specified dates.

19.07-A.13 Contractors are limited in the deductions that can be made from the hourly rate (represented as the “total rate” on the wage schedules). Only contributions to the following plans may be deducted:

- Health and Welfare
- Pension
- Supplementary Unemployment

All contributions shall be made to bona fide plans.

19.07-A.14 If the Contractor contributes to any, or all, of the above plans, it may deduct the hourly amount contributed from the “total rate”. If the Contractor does not contribute to any of the benefit plans listed above, then the hourly rate of pay will be the “total rate” from the wage schedule.

19.07-A.15 All other deductions, including but not limited to the following, may not be subtracted from the employee's hourly minimum prevailing wage rate:

- Vacation Time
- Sick Time
- Training Funds
- Charitable Contributions
- Workers Compensation
- Unemployment Insurance
- Uniforms

19.07-A.16 Overtime, which shall be paid to all employees who work more than forty (40) hours per week, shall be at least time-and-one-half the base rate (“total rate” less benefits, if any).

19.07-A.17 Any “separate check” given to any employee as the “benefit portion” of the minimum prevailing wage may not be treated differently than the check for “base wages”. All “separate checks” are considered wages and subject to state and federal taxes, unemployment insurance and worker's compensation requirements.

19.07-A.18 A reporting form is sent along with each wage schedule that may be used. Each report shall contain at least: the employee's name, address, occupational classification, hours worked and wages paid. Do not submit weekly payroll reports to the Department of Labor and Workforce Development.

19.07-A.19 After the Contractor completes its portion of the public building construction project, the Contractor shall submit a Statement of Compliance to the Department of Labor and Workforce Development. A Statement of Compliance form is also sent along with each wage schedule issued.

19.07-A.20 Apprentices shall be registered with the Division of Apprentice Training (DAT). All persons not registered with DAT shall be paid the “total rate” listed on the wage schedule. An apprentice sheet showing percentages based on the apprentice steps is included with all wage schedules.

19.07-A.21 Failure to pay the minimum prevailing wage subjects the Contractor to potential civil and criminal liability.

“SC-19.08-A If any provision of the Contract Documents is determined to be invalid or unenforceable by final judgment of a court of competent jurisdiction, the remaining provisions shall continue in effect to the extent permitted by law.

SC-19.09-A All provisions of law required to be inserted in the Contract Documents shall be and are inserted herein. If any such provision is not herein inserted or inserted in improper form, upon the application of either party, the Contract Documents shall be changed by the Owner, at no increase in contract sum or contract time, so as to strictly comply with the law and without prejudice to the rights of either party herein.

SC-19.10-A No forbearance or indulgence in any form or manner by the Owner shall be construed as a waiver or in any way limit the legal or equitable remedies available to the Owner. No waiver by the Owner of any default or breach shall constitute a waiver of any subsequent default or breach.

SC-19.11-A Attorney’s Fees. In the event that any legal or equitable action, suit, or claim, counter-claim, cross-claim, or third-party claim of any kind relating to the Contract is filed, pleaded or initiated by the Owner or Contractor against the other party to the Contract, which results in a judgment, award or order of any kind in favor of the Owner, the Contractor shall be responsible for all reasonable costs, expenses, attorney’s fees and expert witness fees incurred by the Owner in filing, prosecuting, maintaining, appealing or defending against such action, suit, or claim, counter-claim, cross-claim, or third-party claim.

SC-19.12-A Any cause of action which the Owner may have in connection with Work shall be deemed to accrue only when the Owner has obtained actual knowledge of the act of omission which gives rise to the cause of action, not before.

SC-19.13-A No officer, member of a board, commission or committee, employee or agent of the Owner shall be personally or individually liable to the Contractor with respect to the Contract or the Work. Each subcontract shall include the foregoing limitation, which shall be effective if the Owner ever succeeds to the Contractor’s rights and obligations under the subcontract.

SC-19.14-A The Contract may be amended only by written Contract of the parties.

SC-19.15-A The Contract may not be assigned by the Contractor without the prior written assent of the Owner.”

Insert a new Article 20 in the General Conditions, as follows:

ARTICLE 20: ADDITIONAL PROVISIONS

20.01 Certification of Tax Compliance - By entering into an Contract with the Owner, the Contractor certifies under the penalties of perjury, pursuant to M.G.L. Chapter 62C, Section 49A(b), that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes, to the reporting of employees and Contractors, and to the withholding and remitting of child support.

20.02 Conflict of Interest - The Contractor understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Contractor with respect to the services required to be provided under the Contract. The Contractor and its officers, employees, agents, Subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

20.03 Non-Collusion - By entering into the Contract with the Owner, the Contractor certifies under penalties of perjury that its bid has been made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

20.04 Independent Contractor Status - The Contractor shall provide services under any Contract with the Owner as an independent contractor with the Town of Natick and not as an employee of the Town of Natick. No employee, agent or representative of the Contractor shall be entitled to receive any benefits of employment with the Town of Natick, including without limitation salary, overtime, vacation pay, holiday pay, sick leave, health insurance, life insurance, pension or deferred compensation.

20.05 Additional Statutory Incorporations - The provisions of M.G.L. Chapter 149, Sections 34 (Public contracts; stipulation as to hours and days of work; void contracts), 34A (Contracts for public works; workers’ compensation insurance; breach of contract; enforcement and violation of statute), and 34B (Contracts for public works; wages for reserve police officer) shall hereby be incorporated into this Contract by reference.

11. SUPPLEMENTARY CONDITIONS – PART II

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PART II

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Part II – STATE AND LEGAL GOVERNMENT PROVISIONS

State and Local Government provisions included herein, have been selected from those to which specific references have been made elsewhere in the Contract Documents. Each and every other provision of law or clause required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included herein and our provision contrary to such law or clause shall be deemed null and void. If through mistake or otherwise any such provision is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

1.0 State Government Provisions were current as of March 6, 2019.

1.1 Contractor and Owner agree that the following provisions of the Commonwealth of Massachusetts apply to the work to be performed under this Contract, and that these provisions supersede any conflicting provisions of said Contract.

1.1.1 CHAP. 30 M.G.L, SECTION 39F

Construction contracts; assignment and subrogation; Subcontractor defined; enforcement of claim for direct payment; deposit, reduction of disputed amounts

Section 39F. (1) Every contract awarded pursuant to sections forty-four A to L, inclusive, of chapter one hundred and forty-nine shall contain the following subparagraphs (a) through (i) and every contract awarded pursuant to section thirty-nine M of chapter thirty shall contain the following subparagraphs (a) through (h) and in each case those subparagraphs shall be binding between the general contractor and each subcontractor.

(a) Forthwith after the general contractor receives payment on account of a periodic estimate, the general contractor shall pay to each subcontractor the amount paid for the labor performed and the materials furnished by that subcontractor, less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the general contractor.

(b) Not later than the sixty-fifth day after each subcontractor substantially completes his work in accordance with the plans and specifications, the entire balance due under the subcontract less amounts retained by the awarding authority as the estimated cost of completing the incomplete and unsatisfactory items of work, shall be due the subcontractor; and the awarding authority shall pay that amount to the general contractor. The general contractor shall forthwith pay to the subcontractor the full amount received from the awarding authority less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the general contractor.

(c) Each payment made by the awarding authority to the general contractor pursuant to subparagraphs (a) and (b) of this paragraph for the labor performed and the materials furnished

by a subcontractor shall be made to the general contractor for the account of that subcontractor; and the awarding authority shall take reasonable steps to compel the general contractor to make each such payment to each such subcontractor. If the awarding authority has

received a demand for direct payment from a subcontractor for any amount which has already been included in a payment to the general contractor or which is to be included in a payment to the general contractor for payment to the subcontractor as provided in subparagraphs (a) and (b), the awarding authority shall act upon the demand as provided in this section.

(d) If, within seventy days after the subcontractor has substantially completed the subcontract work, the subcontractor has not received from the general contractor the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor, less any amount retained by the awarding authority as the estimated cost of completing the incomplete and unsatisfactory items of work, the subcontractor may demand direct payment of that balance from the awarding authority. The demand shall be by a sworn statement delivered to or sent by certified mail to the awarding authority, and a copy shall be delivered to or sent by certified mail to the general contractor at the same time. The demand shall contain a detailed breakdown of the balance due under the subcontract and also a statement of the status of completion of the subcontract work. Any demand made after substantial completion of the subcontract work shall be valid even if delivered or mailed prior to the seventieth day after the subcontractor has substantially completed the subcontract work. Within ten days after the subcontractor has delivered or so mailed the demand to the awarding authority and delivered or so mailed a copy to the general contractor, the general contractor may reply to the demand. The reply shall be by a sworn statement delivered to or sent by certified mail to the awarding authority and a copy shall be delivered to or sent by certified mail to the subcontractor at the same time. The reply shall contain a detailed breakdown of the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor and of the amount due for each claim made by the general contractor against the subcontractor.

(e) Within fifteen days after receipt of the demand by the awarding authority, but in no event prior to the seventieth day after substantial completion of the subcontract work, the awarding authority shall make direct payment to the subcontractor of the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor, less any amount (i) retained by the awarding authority as the estimated cost of completing the incomplete or unsatisfactory items of work, (ii) specified in any court proceedings barring such payment, or (iii) disputed by the general contractor in the sworn reply; provided, that the awarding authority shall not deduct from a direct payment any amount as provided in part (iii) if the reply is not sworn to, or for which the sworn reply does not contain the detailed breakdown required by subparagraph (d). The awarding authority shall make further direct payments to the subcontractor forthwith after the removal of the basis for deductions from direct payments made as provided in parts (i) and (ii) of this subparagraph.

(f) The awarding authority shall forthwith deposit the amount deducted from a direct payment as provided in part (iii) of subparagraph (e) in an interest-bearing joint account in the names of the general contractor and the subcontractor in a bank in Massachusetts selected by the awarding authority or agreed upon by the general contractor and the subcontractor and shall notify the general contractor and the subcontractor of the date of the deposit and the bank receiving the deposit. The bank shall pay the amount in the account, including accrued interest,

as provided in an agreement between the general contractor and the subcontractor or as determined by decree of a court of competent jurisdiction.

(g) All direct payments and all deductions from demands for direct payments deposited in an interest-bearing account or accounts in a bank pursuant to subparagraph (f) shall be made out of amounts payable to the general contractor at the time of receipt of a demand for direct payment from a subcontractor and out of amounts which later become payable to the general contractor and in the order of receipt of such demands from subcontractors. All direct payments shall discharge the obligation of the awarding authority to the general contractor to the extent of such payment.

(h) The awarding authority shall deduct from payments to a general contractor amounts which, together with the deposits in interest-bearing accounts pursuant to subparagraph (f), are sufficient to satisfy all unpaid balances of demands for direct payment received from subcontractors. All such amounts shall be earmarked for such direct payments, and the subcontractors shall have a right in such deductions prior to any claims against such amounts by creditors of the general contractor.

(i) If the subcontractor does not receive payment as provided in subparagraph (a) or if the general contractor does not submit a periodic estimate for the value of the labor or materials performed or furnished by the subcontractor and the subcontractor does not receive payment for same when due less the deductions provided for in subparagraph (a), the subcontractor may demand direct payment by following the procedure in subparagraph (d) and the general contractor may file a sworn reply as provided in that same subparagraph. A demand made after the first day of the month following that for which the subcontractor performed or furnished the labor and materials for which the subcontractor seeks payment shall be valid even if delivered or mailed prior to the time payment was due on a periodic estimate from the general contractor. Thereafter the awarding authority shall proceed as provided in subparagraph (e), (f), (g) and (h).

(2) Any assignment by a subcontractor of the rights under this section to a surety company furnishing a bond under the provisions of section twenty-nine of chapter one hundred forty-nine shall be invalid. The assignment and subrogation rights of the surety to amounts included in a demand for direct payment which are in the possession of the awarding authority or which are on deposit pursuant to subparagraph (f) of paragraph (1) shall be subordinate to the rights of all subcontractors who are entitled to be paid under this section and who have not been paid in full.

(3) "Subcontractor" as used in this section (i) for contracts awarded as provided in sections forty-four A to forty-four H, inclusive, of chapter one hundred forty-nine shall mean a person who files a sub-bid and receives a subcontract as a result of that filed sub-bid or who is approved by the awarding authority in writing as a person performing labor or both performing labor and furnishing materials pursuant to a contract with the general contractor, (ii) for contracts awarded as provided in paragraph (a) of section thirty-nine M of chapter thirty shall mean a person approved by the awarding authority in writing as a person performing labor or both performing labor and furnishing materials pursuant to a contract with the general contractor, and (iii) for contracts with the commonwealth not awarded as provided in forty-four A to forty-four H, inclusive, of chapter one hundred forty-nine shall also mean a person contracting with the general contractor to supply materials used or employed in a public works project for a price in excess of five thousand dollars.

(4) A general contractor or a subcontractor shall enforce a claim to any portion of the amount of a demand for direct payment deposited as provided in subparagraph (f) of paragraph 1 by a petition in equity in the superior court against the other and the bank shall not be a necessary party. A subcontractor shall enforce a claim for direct payment or a right to require a deposit as provided in subparagraph (f) of paragraph 1 by a petition in equity in the superior court against the

awarding authority and the general contractor shall not be a necessary party. Upon motion of any party the court shall advance for speedy trial any petition filed as provided in this paragraph. Sections fifty-nine and fifty-nine B of chapter two hundred thirty-one shall apply to such petitions. The court shall enter an interlocutory decree upon which execution shall issue for any part of a claim found due pursuant to sections fifty-nine and fifty-nine B and, upon motion of any party, shall advance for speedy trial the petition to collect the remainder of the claim. Any party aggrieved by such interlocutory decree shall have the right to appeal therefrom as from a final decree. The court shall not consolidate for trial the petition of any subcontractor with the petition of one or more subcontractors or the same general contract unless the court finds that a substantial portion of the evidence of the same events during the course of construction (other than the fact that the claims sought to be consolidated arise under the same general contract) is applicable to the petitions sought to be consolidated and that such consolidation will prevent unnecessary duplication of evidence. A decree in any such proceeding shall not include interest on the disputed amount deposited in excess of the interest earned for the period of any such deposit. No person except a subcontractor filing a demand for direct payment for which no funds due the general contractor are available for direct payment shall have a right to file a petition in court of equity against the awarding authority claiming a demand for direct payment is premature and such subcontractor must file the petition before the awarding authority has made a direct payment to the subcontractor and has made a deposit of the disputed portion as provided in part (iii) of subparagraph (e) and in subparagraph (f) of paragraph (1).

(5) In any petition to collect any claim for which a subcontractor has filed a demand for direct payment the court shall, upon motion of the general contractor, reduce by the amount of any deposit of a disputed amount by the awarding authority as provided in part (iii) of subparagraph (e) and in subparagraph (f) of paragraph (1) any amount held under a trustee writ or pursuant to a restraining order or injunction.

1.1.2 CHAP. 30 M.G.L. SECTION 39G

Completion of public works; semi-final and final estimates; payments; extra work; disputed items

Section 39G. Upon substantial completion of the work required by a contract with the commonwealth, or any agency or political subdivision thereof, for the construction, reconstruction, alteration, remodeling, repair or improvement of public ways, including bridges and other highway structures, sewers and, water mains, airports and other public works, the contractor shall present in writing to the awarding authority its certification that the work has been substantially completed. Within twenty-one days thereafter, the awarding authority shall present to the contractor either a written declaration that the work has been substantially completed or an itemized list of incomplete or unsatisfactory work items required by the contract sufficient to demonstrate that the work has not been substantially completed. The awarding

authority may include with such list a notice setting forth a reasonable time, which shall not in any event be prior to the contract completion date, within which the contractor must achieve substantial completion of the work. In the event that the awarding authority fails to respond, by presentation of a written declaration or itemized list as aforesaid, to the contractor's certification

within the twenty-one day period, the contractor's certification shall take effect as the awarding authority's declaration that the work has been substantially completed.

Within sixty-five days after the effective date of a declaration of a substantial completion, the awarding authority shall prepare and forthwith send to the contractor for acceptance a substantial completion estimate for the quantity and price of the work done and all but one per cent retainage, if held by the awarding authority, on that work, including the quantity, price and all but one per cent retainage, if held by the awarding authority, for the undisputed part of each work item and extra work item in dispute but excluding the disputed part thereof, less the estimated cost of completing all incomplete and unsatisfactory work items and less the total periodic payments made to date for the work. The awarding authority also shall deduct from the substantial completion estimate an amount equal to the sum of all demands for direct payment filed by subcontractors and not yet paid to subcontractors or deposited in joint accounts pursuant to section thirty-nine F, but no contract subject to said section thirty-nine F shall contain any other provision authorizing the awarding authority to deduct any amount by virtue of claims asserted against the contract by subcontractors, material suppliers or others.

If the awarding authority fails to prepare and send to the contractor any substantial completion estimate required by this section on or before the date herein above set forth, the awarding authority shall pay to the contractor interest on the amount which would have been due to the contractor pursuant to such substantial completion estimate at the rate of three percentage points above the rediscount rate then charged by the Federal Reserve Bank of Boston from such date to the date on which the awarding authority sends that substantial completion estimate to the contractor for acceptance or to the date of payment therefor, whichever occurs first. The awarding authority shall include the amount of such interest in the substantial completion estimate.

Within fifteen days after the effective date of the declaration of substantial completion, the awarding authority shall send to the contractor by certified mail, return receipt requested, a complete list of all incomplete or unsatisfactory work items, and, unless delayed by causes beyond his control, the contractor shall complete all such work items within forty-five days after the receipt of such list or before the then contract completion date, whichever is later. If the contractor fails to complete such work within such time, the awarding authority may, subsequent to seven days' written notice to the contractor by certified mail, return receipt requested, terminate the contract and complete the incomplete or unsatisfactory work items and charge the cost of same to the contractor.

Within thirty days after receipt by the awarding authority of a notice from the contractor stating that all of the work required by the contract has been completed, the awarding authority shall prepare and forthwith send to the contractor for acceptance a final estimate for the quantity and price of the work done and all retainage, if held by the awarding authority, on that work less

all payments made to date, unless the awarding authority's inspection shows that work items required by the contract remain incomplete or unsatisfactory, or that documentation required by the contract has not been completed. If the awarding authority fails to prepare and send to the contractor the final estimate within thirty days after receipt of notice of completion, the awarding authority shall pay to the contractor interest on the amount which would have been due to the

contractor pursuant to such final estimate at the rate hereinabove provided from the thirtieth day after such completion until the date on which the awarding authority sends the final estimate to the contractor for acceptance or the date of payment therefor, whichever occurs first, provided that the awarding authority's inspection shows that no work items required by the contract remain incomplete or unsatisfactory. Interest shall not be paid hereunder on amounts for which interest is required to be paid in connection with the substantial completion estimate as hereinabove provided. The awarding authority shall include the amount of the interest required to be paid hereunder in the final estimate.

The awarding authority shall pay the amount due pursuant to any substantial completion or final estimate within thirty-five days after receipt of written acceptance for such estimate from the contractor and shall pay interest on the amount due pursuant to such estimate at the rate hereinabove provided from that thirty-fifth day to the date of payment. Within 15 days, 30 days in the case of the commonwealth, after receipt from the contractor, at the place designated by the awarding authority, if such place is so designated, of a periodic estimate requesting payment of the amount due for the preceding periodic estimate period, the awarding authority shall make a periodic payment to the contractor for the work performed during the preceding periodic estimate period and for the materials not incorporated in the work but delivered and suitably stored at the site, or at some location agreed upon in writing, to which the contractor has title or to which a subcontractor has title and has authorized the contractor to transfer title to the awarding authority, upon certification by the contractor that he is the lawful owner and that the materials are free from all encumbrances. The awarding authority shall include with each such payment interest on the amount due pursuant to such periodic estimate at the rate herein above provided from the due date. In the case of periodic payments, the contracting authority may deduct from its payment a retention based on its estimate of the fair value of its claims against the contractor, a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, and a retention to secure satisfactory performance of the contractual work not exceeding five per cent of the approved amount of any periodic payment, and the same right to retention shall apply to bonded subcontractors entitled to direct payment under section thirty-nine F of chapter thirty; provided, that a five per cent value of all items that are planted in the ground shall be deducted from the periodic payments until final acceptance.

No periodic, substantial completion or final estimate or acceptance or payment thereof shall bar a contractor from reserving all rights to dispute the quantity and amount of, or the failure of the awarding authority to approve a quantity and amount of, all or part of any work item or extra work item.

Substantial completion, for the purposes of this section, shall mean either that the work required by the contract has been completed except for work having a contract price of less than

one per cent of the then adjusted total contract price, or substantially all of the work has been completed and opened to public use except for minor incomplete or unsatisfactory work items that do not materially impair the usefulness of the work required by the contract.

1.1.3 CHAP. 30 MGL SECTION 39K

Public building construction contracts; payments

Section 39K. Every contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building by the commonwealth, or by any county, city, town, district, board, commission or other public body, when the amount is more than five thousand dollars in the case of the commonwealth and more than two thousand dollars in the case of any county, city, town, district, board, commission or other public body, shall contain the following paragraph: Within fifteen days (30 days in the case of the commonwealth, including local housing authorities) after receipt from the contractor, at the place designated by the awarding authority if such a place is so designated, of a periodic estimate requesting payment of the amount due for the preceding month, the awarding authority will make a periodic payment to the contractor for the work performed during the preceding month and for the materials not incorporated in the work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the contractor has title or to which a subcontractor has title and has authorized the contractor to transfer title to the awarding authority, upon certification by the contractor that he is the lawful owner and that the materials are free from all encumbrances, but less (1) a retention based on its estimate of the fair value of its claims against the contractor and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, and less (3) a retention not exceeding five per cent of the approved amount of the periodic payment. After the receipt of a periodic estimate requesting final payment and within sixty-five days after (a) the contractor fully completes the work or substantially completes the work so that the value of the work remaining to be done is, in the estimate of the awarding authority, less than one per cent of the original contract price, or (b) the contractor substantially completes the work and the awarding authority takes possession for occupancy, whichever occurs first, the awarding authority shall pay the contractor the entire balance due on the contract less (1) a retention based on its estimate of the fair value of its claims against the contractor and of the cost of completing the incomplete and unsatisfactory items of work and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, or based on the record of payments by the contractor to the subcontractors under this contract if such record of payment indicates that the contractor has not paid subcontractors as provided in section thirty-nine F. If the awarding authority fails to make payment as herein provided, there shall be added to each such payment daily interest at the rate of three percentage points above the rediscount rate than charged by the Federal Reserve Bank of Boston commencing on the first day after said payment is due and continuing until the payment is delivered or mailed to the contractor; provided, that no interest shall be due, in any event, on the amount due on a periodic estimate for final payment until fifteen days (twenty-four days in the case of the commonwealth) after receipt of such a periodic estimate from the contractor, at the place designated by the awarding authority if such a place is so designated. The contractor agrees to pay to each subcontractor a portion of any such interest paid in accordance with the amount due each subcontractor.

The awarding authority may make changes in any periodic estimate submitted by the contractor and the payment due on said periodic estimate shall be computed in accordance with the changes so made, but such changes or any requirement for a corrected periodic estimate shall not affect the due date for the periodic payment or the date for the commencement of interest charges on the amount of the periodic payment computed in accordance with the changes made, as provided herein; provided, that the awarding authority may, within seven days after receipt,

return to the contractor for correction, any periodic estimate which is not in the required form or which contains computations not arithmetically correct and, in that event, the date of receipt of such periodic estimate shall be the date of receipt of the corrected periodic estimate in proper form and with arithmetically correct computations. The date of receipt of a periodic estimate received on a Saturday shall be the first working day thereafter. The provisions of section thirty-nine G shall not apply to any contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building to which this section applies.

All periodic estimates shall be submitted to the awarding authority, or to its designee as set forth in writing to the contractor, and the date of receipt by the awarding authority or its designee shall be marked on the estimate. All periodic estimates shall contain a separate item for each filed subtrade and each sub-subtrade listed in sub-bid form as required by specifications and a column listing the amount paid to each subcontractor and sub-subcontractor as of the date the periodic estimate is filed. The person making payment for the awarding authority shall add the daily interest provided for herein to each payment for each day beyond the due date based on the date of receipt marked on the estimate.

A certificate of the architect to the effect that the contractor has fully or substantially completed the work shall, subject to the provisions of section thirty-nine J, be conclusive for the purposes of this section.

Notwithstanding the provisions of this section, at any time after the value of the work remaining to be done is, in the estimation of the awarding authority, less than 1 per cent of the adjusted contract price, or the awarding authority has determined that the contractor has substantially completed the work and the awarding authority has taken possession for occupancy, the awarding authority may send to the general contractor by certified mail, return receipt requested, a complete and final list of all incomplete and unsatisfactory work items, including, for each item on the list, a good faith estimate of the fair and reasonable cost of completing such item. The general contractor shall then complete all such work items within 30 days of receipt of such list or before the contract completion date, whichever is later. If the general contractor fails to complete all incomplete and unsatisfactory work items within 45 days after receipt of such items furnished by the awarding authority or before the contract completion date, whichever is later, subsequent to an additional 14 days' written notice to the general contractor by certified mail, return receipt requested, the awarding authority may terminate the contract and complete the incomplete and unsatisfactory work items and charge the cost of same to the general contractor and such termination shall be without prejudice to any other rights or remedies the awarding authority may have under the contract. The awarding authority shall note any such termination in the evaluation form to be filed by the awarding authority pursuant to the provisions of section 44D of chapter 149.

1.1.4 CHAP. 30 MGL SECTION 39M

Contracts for construction and materials; manner of awarding

(a) Every contract for the construction, reconstruction, alteration, remodeling or repair of any public work, or for the purchase of any material, as hereinafter defined, by the commonwealth, or

political subdivision thereof, or by any county, city, town, district or housing authority that is and estimated by the awarding authority to cost less than \$10,000 dollars shall be obtained through the exercise of sound business practices as defined in section 2 of chapter 30B. The awarding authority shall make and keep a record of each procurement that, at a minimum, shall include the name and address of the person from whom the services were procured. An awarding authority that utilizes a vendor on a statewide contract procured through the operational services division, or a blanket contract procured by the awarding authority pursuant to this section, shall be deemed to have obtained the contract through sound business practices.

Every contract for the construction, reconstruction, alteration, remodeling or repair of any public work, or for the purchase of any material, as hereinafter defined, by the commonwealth, or political subdivision thereof, or by any county, city, town, district or housing authority that is estimated by the awarding authority to cost not less than \$10,000 but not more than \$50,000 shall be awarded to the responsible bidder offering to perform the contract at the lowest price. The awarding authority shall make public notification of the contract and shall seek written responses from no fewer than 3 persons who customarily perform such work. For purposes of this subsection, the term "public notification" shall include, but need not be limited to, posting, at least 2 weeks before the time specified in the notification for the receipt of responses, the contract and scope-of-work statement: (1) on the website of the awarding authority, (2) on the COMMBUYS system administered by the operational services division, (3) in the central register published pursuant to section 20A of chapter 9 and (4) in a conspicuous place in or near the primary office of the awarding authority; provided, however, that if the awarding authority obtains a minimum of 2 written responses from a vendor list established through a blanket contract or a statewide contract procured through the operational services division, and the lowest of those written responses is deemed acceptable to the awarding authority, public notification is not required. The solicitation shall include a scope-of-work statement that defines the work to be performed and provides potential responders with sufficient information regarding the objectives and requirements of the awarding authority and the time period within which the work shall be completed. The awarding authority shall record the names and addresses of all persons from whom written responses were sought, the names of the persons submitting written responses and the date and amount of each written response.

An awarding authority may utilize a vendor list established through a statewide contract procured through the operational services division to identify 1 or more of the persons from whom it will seek written responses for purposes of this subsection. An awarding authority may also procure a blanket contract to establish a listing of vendors in certain defined categories of work that are under contract to provide services for multiple individual tasks of not more than \$50,000 each, and from whom written responses will be sought. Any such blanket contract procured by the awarding authority shall be procured pursuant to this section or sections 44A to 44J, inclusive, of chapter 149 which are applicable to projects over \$50,000.

Every contract for the construction, reconstruction, alteration, remodeling or repair of any public work, or for the purchase of any material, as hereinafter defined, by the commonwealth, or political subdivision thereof, or by any county, city, town, district or housing authority that is estimated by the awarding authority to cost more than \$50,000, and every contract for the construction, reconstruction, installation, demolition, maintenance or repair of any building by a public agency, as defined by subsection (1) of section 44A of chapter 149, estimated to cost more than \$50,000 but not more than \$150,000, shall be awarded to the lowest eligible responsible bidder on the basis

of competitive bids publicly opened and read by the awarding authority forthwith upon expiration of the time for the filing thereof; provided, however, that such awarding authority may reject any and all bids, if it is in the public interest to do so. Every bid for such contract shall be accompanied by a bid deposit in the form of: (1) a bid bond, (2) cash, or (3) a certified check on, or a treasurer's or cashier's check issued by, a responsible bank or trust company, payable to the awarding authority. The amount of the bid deposit shall be 5 per cent of the value of the bid. Any person submitting a bid pursuant to this section shall, on such bid, certify as follows:

The undersigned certifies under 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 paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

(Name of person signing bid)

(Company)

This subsection shall not apply to the award of any contract subject to the provisions of sections 44A to 44J, inclusive, of chapter 149 and every such contract shall continue to be awarded as provided therein. In cases of extreme emergency: (1) caused by enemy attack, sabotage or other such hostile actions or (2) resulting from an imminent security threat explosion, fire, flood, earthquake, hurricane, tornado or other such catastrophe, an awarding authority may, without competitive bids and notwithstanding any general or special law, award contracts otherwise subject to this subsection to perform work and to purchase or rent materials and equipment, all as may be necessary for temporary repair and restoration to service of any and all public work in order to preserve the health and safety of persons or property; provided, that this exception shall not apply to any permanent reconstruction, alteration, remodeling or repair of any public work.

(b) Specifications for such contracts, and specifications for contracts awarded pursuant to the provisions of said sections forty-four A to forty-four L of said chapter one hundred and forty-nine, shall be written to provide for full competition for each item of material to be furnished under the contract; except, however, that said specifications may be otherwise written for sound reasons in the public interest stated in writing in the public records of the awarding authority or promptly given in writing by the awarding authority to anyone making a written request therefor, in either instance such writing to be prepared after reasonable investigation. Every such contract shall provide that an item equal to that named or described in the said specifications may be furnished; and an item shall be considered equal to the item so named or described if, in the opinion of the awarding authority: (1) it is at least equal in quality, durability, appearance, strength and design, (2) it will perform at least equally the function imposed by the general design for the public work being contracted for or the material being purchased, and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the said specifications. For each item of material the specifications shall provide for either a minimum of three named brands of material or a description of material which can be met by a minimum of three manufacturers or producers, and for the equal of any one of said name or described materials.

(c) The term "lowest responsible and eligible bidder" shall mean the bidder: (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who shall certify, that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (3) who shall

certify that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; (4) who, where the provisions of section 8B of chapter 29 apply, shall have been determined to be qualified thereunder; and (5) who obtains within 10 days of the notification of contract award the security by bond required under section 29 of chapter 149; provided that for the purposes of this section the term "security by bond" shall mean the bond of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the awarding authority; provided further, that if there is more than 1 surety company, the surety companies shall be jointly and severally liable.

(d) The provisions of this section shall not apply (1) to the extent that they prevent the approval of such specifications by any contributing federal agency, (2) to materials purchased under specifications of the state department of highways at prices established by the said department pursuant to advertisement and bidding in connection with work to be performed under the provisions of chapter eighty-one or chapter ninety, (3) to any transaction between the commonwealth and any of its political subdivisions or between the commonwealth and any public service corporation, and (4) to any contract of not more than \$50,000 awarded by a governmental body, as defined by section two of chapter thirty B, in accordance with the provisions of section five of said chapter thirty B; and (5) to any contract solely for the purchase of material awarded by a governmental body, as defined by section 2 of chapter 30B, in accordance with section 5 of said chapter 30B, or procured through the operational services division pursuant to sections 22 and 52 of chapter 7.

(e) The word "material" as used in this section shall mean and include any article, assembly, system, or any component part thereof.

1.1.5 CHAP. 30 MGL SECTION 39N

Construction contracts; equitable adjustment in contract price for differing subsurface or latent physical conditions

Every contract subject to section forty-four A of chapter one hundred and forty-nine or subject to section thirty-nine M of chapter thirty shall contain the following paragraph in its entirety and an Awarding Authority may adopt reasonable rules or regulations in conformity with that paragraph concerning the filing, investigation and settlement of such claims:

If, during the progress of the work, the contractor or the awarding authority discovers that the actual subsurface or latent physical conditions encountered at the site differ substantially or materially from those shown on the plans or indicated in the contract documents either the contractor or the contracting authority may request an equitable adjustment in the contract price of the contract applying to work affected by the differing site conditions. A request for such an adjustment shall be in writing and shall be delivered by the party making such claim to the other party as soon as possible after such conditions are discovered. Upon receipt of such a claim from a contractor, or upon its own initiative, the contracting authority shall make an investigation of such physical conditions, and, if they differ substantially or materially from those shown on the plans or indicated in the contract documents or from those ordinarily encountered and generally

recognized as inherent in work of the character provided for in the plans and contract documents and are of such a nature as to cause an increase or decrease in the cost of performance of the work or a change in the construction methods required for the performance of the work which results in an increase or decrease in the cost of the work, the contracting authority shall make an equitable adjustment in the contract price and the contract shall be modified in writing accordingly.

1.1.6 CHAP. 30 MGL SECTION 39O

Contracts for construction and materials; suspension, delay or interruption due to order of awarding authority; adjustment in contract price; written claim

Every contract subject to the provisions of section thirty-nine M of this chapter or subject to section forty-four A of chapter one hundred forty-nine shall contain the following provisions (a) and (b) in their entirety and, in the event a suspension, delay, interruption or failure to act of the awarding authority increases the cost of performance to any subcontractor, that subcontractor shall have the same rights against the general contractor for payment for an increase in the cost of his performance as provisions (a) and (b) give the general contractor against the awarding authority, but nothing in provisions (a) and (b) shall in any way change, modify or alter any other rights which the general contractor or the subcontractor may have against each other.

(a) The awarding authority may order the general contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as it may determine to be appropriate for the convenience of the awarding authority; provided however, that if there is a suspension, delay or interruption for fifteen days or more or due to a failure of the awarding authority to act within the time specified in this contract, the awarding authority shall make an adjustment in the contract price for any increase in the cost of performance of this contract but shall not include any profit to the general contractor on such increase; and provided further, that the awarding authority shall not make any adjustment in the contract price under this provision for any suspension, delay, interruption or failure to act to the extent that such is due to any cause for which this contract provides for an equitable adjustment of the contract price under any other contract provisions.

(b) The general contractor must submit the amount of a claim under provision (a) to the awarding authority in writing as soon as practicable after the end of the suspension, delay, interruption or failure to act and, in any event, not later than the date of final payment under this contract and, except for costs due to a suspension order, the awarding authority shall not approve any costs in the claim incurred more than twenty days before the general contractor notified the awarding authority in writing of the act or failure to act involved in the claim.

1.1.7 CHAP. 30 MGL SECTION 39P

Contracts for construction and materials; awarding authority's decisions on interpretation of specifications, etc.; time limit; notice

Every contract subject to section thirty-nine M of this chapter or section forty-four A of chapter one hundred forty-nine which requires the awarding authority, any official, its architect or

engineer to make a decision on interpretation of the specifications, approval of equipment, material or any other approval, or progress of the work, shall require that the decision be made promptly and, in any event, no later than thirty days after the written submission for decision; but if such decision requires extended investigation and study, the awarding authority, the official, architect or engineer shall, within thirty days after the receipt of the submission, give the party making the submission written notice of the reasons why the decision cannot be made within the thirty day period and the date by which the decision will be made.

1.1.8(a) CHAP. 30 MGL SECTION 39R

Definitions; contract provisions; management and financial statements; enforcement

(a) The words defined herein shall have the meaning stated below whenever they appear in this section:

(1) "Contractor" means any person, corporation, partnership, joint venture, sole proprietorship, or other entity awarded a contract pursuant to sections thirty-eight A1/2 to thirty-eight O, inclusive, of chapter seven and any contract awarded or executed pursuant to section eleven C of chapter twenty-five A, section thirty-nine M of chapter thirty, or sections forty-four A to forty-four H, inclusive, of chapter one hundred and forty-nine, which is for an amount or estimated amount greater than one hundred thousand dollars.

(2) "Contract" means any contract awarded or executed pursuant to sections thirty-eight A1/2 to thirty-eight O, inclusive, of chapter seven and any contract awarded or executed pursuant to section eleven C of chapter twenty-five A, section thirty-nine M of chapter thirty, or sections forty-four A through forty-four H, inclusive, of chapter one hundred and forty-nine, which is for amount or estimated amount greater than one hundred thousand dollars.

(3) "Records" means books of original entry, accounts, checks, bank statements and all other banking documents, correspondence, memoranda, invoices, computer printouts, tapes, discs, papers and other documents or transcribed information of any type, whether expressed in ordinary or machine language.

(4) "Independent Certified Public Accountant" means a person duly registered in good standing and entitled to practice as a certified public accountant under the laws of the place of his residence or principal office and who is in fact independent. In determining whether an accountant is independent with respect to a particular person, appropriate consideration should be given to all relationships between the accountant and that person or any affiliate thereof. Determination of an accountant's independence shall not be confined to the relationships existing in connection with the filing of reports with the awarding authority.

(5) "Audit", when used in regard to financial statements, means an examination of records by an independent certified public accountant in accordance with generally accepted accounting principles and auditing standards for the purpose of expressing a certified opinion thereon, or, in the alternative, a qualified opinion or a declination to express an opinion for stated reasons.

(6) "Accountant's Report", when used in regard to financial statements, means a document in which an independent certified public accountant indicates the scope of the audit which he has made and sets forth his opinion regarding the financial statements taken as a whole with a listing of noted exceptions and qualifications, or an assertion to the effect that an overall opinion cannot be expressed. When an overall opinion cannot be expressed the reason therefor shall be stated. An accountant's report shall include as a part thereof a signed statement by the responsible corporate officer attesting that management has fully disclosed all material facts to the independent certified public accountant, and that the audited financial statement is a true and complete statement of the financial condition of the contractor.

(7) "Management", when used herein, means the chief executive officers, partners, principals or other person or persons primarily responsible for the financial and operational policies and practices of the contractor.

(8) Accounting terms, unless otherwise defined herein, shall have a meaning in accordance with generally accepted accounting principles and auditing standards.

(b) Subsection (a)(2) hereof notwithstanding, every agreement or contract awarded or executed pursuant to sections thirty-eight A1/2 to thirty-eight O, inclusive, of chapter seven, or eleven C of chapter twenty-five A, and pursuant to section thirty-nine M of chapter thirty or to section forty-four A through H, inclusive, of chapter one hundred and forty-nine, shall provide that:

(1) The contractor shall make, and keep for at least six years after final payment, books, records, and accounts which in reasonable detail accurately and fairly reflect the transactions and dispositions of the contractor, and

(2) until the expiration of six years after final payment, the office of inspector general, and the commissioner of capital asset management and maintenance shall have the right to examine any books, documents, papers or records of the contractor or of his subcontractors that directly pertain to, and involve transactions relating to, the contractor or his subcontractors, and

(3) if the agreement is a contract as defined herein, the contractor shall describe any change in the method of maintaining records or recording transactions which materially affect any statements filed with the awarding authority, including in his description the date of the change and reasons therefor, and shall accompany said description with a letter from the contractor's independent certified public accountant approving or otherwise commenting on the changes, and

(4) if the agreement is a contract as defined herein, the contractor has filed a statement of management on internal accounting controls as set forth in paragraph (c) below prior to the execution of the contract, and

(5) if the agreement is a contract as defined herein, the contractor has filed prior to the execution of the contracts and will continue to file annually, an audited financial statement for the most recent completed fiscal year as set forth in paragraph (d) below.

(c) Every contractor awarded a contract shall file with the awarding authority a statement of management as to whether the system of internal accounting controls of the contractor and its subsidiaries reasonably assures that:

(1) transactions are executed in accordance with management's general and specific authorization;

(2) transactions are recorded as necessary

i. to permit preparation of financial statements in conformity with generally accepted accounting principles, and

ii. to maintain accountability for assets;

(3) access to assets is permitted only in accordance with management's general or specific authorization; and

(4) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action was taken with respect to any difference.

Every contractor awarded a contract shall also file with the awarding authority a statement prepared and signed by an independent certified public accountant, stating that he has examined the statement of management on internal accounting controls, and expressing an opinion as to

(1) whether the representations of management in response to this paragraph and paragraph (b) above are consistent with the result of management's evaluation of the system of internal accounting controls; and

(2) whether such representations of management are, in addition, reasonable with respect to transactions and assets in amounts which would be material when measured in relation to the applicant's financial statements.

(d) Every contractor awarded a contract by the commonwealth or by any political subdivision thereof shall annually file with the commissioner of capital asset management and maintenance during the term of the contract a financial statement prepared by an independent certified public accountant on the basis of an audit by such accountant. The final statement filed shall include the date of final payment. All statements shall be accompanied by an accountant's report. Such statements shall be made available to the awarding authority upon request.

(e) The office of inspector general, the commissioner of capital asset management and maintenance and any other awarding authority shall enforce the provisions of this section. The commissioner of capital asset management and maintenance may after providing an opportunity for the inspector general and other interested parties to comment, promulgate pursuant to the provisions of chapter thirty A such rules, regulations and guidelines as are necessary to effectuate the purposes of this section. Such rules, regulations and guidelines may be applicable to all

awarding authorities. A contractor's failure to satisfy any of the requirements of this section may be grounds for debarment pursuant to section forty-four C of chapter one hundred and forty-nine.

(f) Records and statements required to be made, kept or filed under the provisions of this section shall not be public records as defined in section seven of chapter four and shall not be open to public inspection; provided, however, that such records and statements shall be made available pursuant to the provisions of clause (2) of paragraph (b).

1.1.9 CHAP. 149 MGL SECTION 25

Lodging, board and trade of public employees; statute part of employment contract

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

1.1.10 CHAP. 149 MGL SECTION 26

Public works; preference to veterans and citizens; wages

In the employment of mechanics and apprentices, teamsters, chauffeurs and laborers in the construction of public works by the commonwealth, or by a county, town, authority or district, or by persons contracting or subcontracting for such works, preference shall first be given to citizens of the commonwealth who have been residents of the commonwealth for at least six months at the commencement of their employment who are veterans as defined in clause Forty-third of section 7 of chapter 4 and who are qualified to perform the work to which the employment relates and, within such preference, preference shall be given to service-disabled veterans; and secondly, to citizens of the commonwealth generally who have been residents of the commonwealth for at least six months at the commencement of their employment, and if they cannot be obtained in sufficient numbers, then to citizens of the United States, and every contract for such work shall contain a provision to this effect. Each county, town or district in the construction of public works, or persons contracting or sub-contracting for such works, shall give preference to veterans and citizens who are residents of such county, town, authority or district and, within such preference, preference shall be given to service-disabled veterans. The rate per hour of the wages paid to said mechanics and apprentices, teamsters, chauffeurs and laborers in the construction of public works shall not be less than the rate or rates of wages to be determined by the commissioner as hereinafter provided; provided, that the wages paid to laborers employed on said works shall not be less than those paid to laborers in the municipal service of the town or towns where said works are being constructed; provided, further, that where the same public work is to be constructed in two or more towns, the wages paid to laborers shall not be less than those paid to laborers in the municipal service of the town paying the highest rate; provided, further, that if, in any of the towns where the

works are to be constructed, a wage rate or wage rates have been established in certain trades and occupations by collective agreements or understandings in the private construction industry between organized labor and employers, the rate or rates to be paid on said works shall not be less than the rates so established; provided further, that in towns where no such rate or rates have been so established, the wages paid to mechanics, teamsters, chauffeurs and laborers on public works, shall not be less than the wages paid to the employees in the same trades and occupations by private employers engaged in the construction industry. This section shall also apply to regular employees of the commonwealth or of a county, town, authority or district, when such employees are employed in the construction, addition to or alteration of public buildings for which special appropriations of more than one thousand dollars are provided. Payments by employers to health and welfare plans, pension plans and supplementary unemployment benefit plans under collective bargaining agreements or understandings between organized labor and employers shall be included for the purpose of establishing minimum wage rates as herein provided.

Permanent and temporary laborers employed by the state department of highways and by the metropolitan district commission shall receive such salary or compensation as may be fixed under and in accordance with sections forty-five to fifty inclusive of chapter thirty.

1.1.11 CHAP. 149 MGL SECTION 34

Public contracts; stipulation as to hours and days of work; void contracts

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

1.1.12 CHAP. 149 MGL SECTION 34A

Contracts for public works; workers' compensation insurance; breach of contract; enforcement and violation of statute

Every contract for the construction, alteration, maintenance, repair or demolition of, or addition to, any public building or other public works for the commonwealth or any political subdivision thereof shall contain stipulations requiring that the contractor shall, before

commencing performance of such contract, provide by insurance for the payment of compensation and the furnishing of other benefits under chapter one hundred and fifty-two to all persons to be employed under the contract, and that the contractor shall continue such insurance in full force and effect during the term of the contract. No officer or agent contracting in behalf of the commonwealth or any political subdivision thereof shall award such a contract until he has been furnished with sufficient proof of compliance with the aforesaid stipulations. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of the contract and shall operate as an immediate termination thereof. No cancellation of such insurance, whether by the insurer or by the insured, shall be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the officer or agent who awarded the contract at least fifteen days prior to the intended effective date thereof, which date shall be expressed in said notice. Notice of cancellation sent by the party proposing cancellation by registered mail, postage prepaid, with a return receipt of the addressee requested, shall be a sufficient notice. An affidavit of any officer, agent or employee of the insurer or of the insured, as the case may be, duly authorized for the purpose, that he has so sent such notice addressed as aforesaid shall be prima facie evidence of the sending thereof as aforesaid. This section shall apply to the legal representative, trustee in bankruptcy, receiver, assignee, trustee and the successor in interest of any such contractor. The superior court shall have jurisdiction in equity to enforce this section.

Whoever violates any provision of this section shall be punished by a fine of not more than one hundred dollars or by imprisonment for six months, or both; and, in addition, any contractor who violates any provision of this section shall be prohibited from contracting, directly or indirectly, with the commonwealth or any political subdivision thereof, for the construction, alteration, demolition, maintenance or repair of, or addition to, any public works or public building for a period of two years from the date of conviction of said violation.

1.1.13 CHAP. 149 MGL SECTION 34B

Contracts for public works; wages for reserve police officer

Every contract for the construction, alteration, maintenance, repair or demolition of, or addition to, any public works for the commonwealth or any political subdivision thereof shall contain stipulations requiring that the contractor shall pay to any reserve police officer employed by him in any city or town the prevailing rate of wage paid to regular police officers in such city or town.

1.1.14 CHAP.149 MGL SECTION 44A

(1) The words defined in this section shall have the meaning set forth below whenever they appear in sections forty-four A through forty-four H, inclusive, of this chapter unless indicated otherwise or unless the context in which they are used clearly requires a different meaning.

"Commissioner", means the commissioner of the division of capital asset management and maintenance or his designee.

"Public Agency" means a department, agency, board, commission, authority, or other instrumentality of the commonwealth or political subdivision of the commonwealth, or two or more subdivisions thereof but not including the Massachusetts Bay Transportation Authority;

"Responsible" means demonstrably possessing the skill, ability and integrity necessary to faithfully perform the work called for by a particular contract, based upon a determination of competent workmanship and financial soundness in accordance with the provisions of section forty-four D of this chapter;

"Eligible" means able to meet all requirements for bidders or offerors set forth in sections forty-four A through forty-four H of this chapter and not debarred from bidding under section forty-four C of this chapter or any other applicable law, and who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work.

"Modular Building", a pre-designed building or units of a pre-designed building assembled and equipped with internal plumbing, electrical or similar systems prior to movement to the site where such units are attached to each other and such building is affixed to a foundation and connected to external utilities; or any portable structure with walls, a floor, and a roof, designed or used for the shelter of persons or property, transportable in one or more sections and affixed to a foundation and connected to external utilities.

"Procurement", buying, purchasing, or otherwise acquiring and installing a modular building, and all functions that pertain to the acquisition and installation of a modular building, including description of requirements, selection and solicitation of sources, preparation and award of contract, and all phases of contract administration.

"Proprietary environmental technology systems", systems, in the town of Nantucket, including solid waste related equipment, supporting structures, and buildings, designed, manufactured, and produced under exclusive individual right to sell such product, pertaining to solid waste related environmental protection or remediation. Such systems shall include, but not be limited to, sequential, turnkey, construction management, design/build procurement, and the phasing of such procurement, including approval of design and construction stages as separate or combined phases.

(A) Every contract or procurement for the construction, reconstruction, installation, demolition, maintenance or repair of a building by a public agency estimated to cost less than \$10,000 shall be obtained through the exercise of sound business practices as defined in section 2 of chapter 30B. The public agency shall make and keep a record of each procurement that, at a minimum, shall include the name and address of the person from whom the services were procured. A public agency that utilizes a vendor on a statewide contract procured through the operational services division of the commonwealth, or a blanket contract procured by the public agency pursuant to this subsection, shall be deemed to have obtained the contract through sound business practices.

(B) Every contract for the construction, reconstruction, installation, demolition, maintenance or repair of any building estimated to cost not less than \$10,000 but not more than \$50,000 shall be awarded to the responsible person offering to perform the contract at the lowest price. The public agency shall make public notification of the contract and shall seek written responses from no fewer than 3 persons who customarily perform such work. The solicitation shall include a scope-of-work statement that defines the work to be performed and provides potential responders with sufficient information regarding the objectives and requirements of the public agency and the time period within which the work shall be completed. The public agency shall record the names and addresses of all persons from whom written responses were sought, the names of the persons submitting written responses and the date and amount of each written response. A public agency may utilize a vendor list established through a statewide contract procured through the operational services division to identify 1 or more of the persons from whom it will seek written responses for purposes of this paragraph. A public agency may also procure a blanket contract to establish a listing of vendors in certain defined categories of work that are under contract to provide services for multiple individual tasks of not more than \$50,000 each, and from whom written responses will be sought. Any such blanket contract procured by the awarding authority shall be procured pursuant to either section 39M of chapter 30 or sections 44A to 44J, inclusive, of chapter 149 which are applicable to projects over \$50,000. For purposes of this paragraph, the term "public notification" shall include, but not be limited to, posting at least 2 weeks before the time specified in the notification for the receipt of responses, the contract and scope-of-work statement: (1) on the website of the public agency, (2) on the COMMBUYS system administered by the operational services division, (3) in the central register published pursuant to section 20A of chapter 9 and (4) in a conspicuous place in or near the primary office of the public agency; provided, however, that if the public agency obtains a minimum of 2 written responses from a vendor list established through a blanket contract or a statewide contract procured through the operational services division, and the lowest of those written responses is deemed acceptable to the public agency, public notification is not required.

(C) Every contract for the construction, reconstruction, installation, demolition, maintenance or repair of any building by a public agency estimated to cost more than \$50,000 but not more than \$150,000, except for a pumping station to be constructed as an integral part of a sewer construction or water construction project bid under the provisions of section 39M of chapter 30, shall be awarded to the lowest responsible and eligible bidder on the basis of competitive bids publicly opened and read in accordance with the procedure set forth in said section 39M of said chapter 30. The term "pumping station" as used in this section shall mean a building or other structure which houses solely pumps and appurtenant electrical and plumbing fixtures.

(D) Every contract for the construction, reconstruction, installation, demolition, maintenance or repair of any building by a public agency estimated to cost more than \$150,000, except for a pumping station to be constructed as an integral part of a sewer construction or water construction project bid under the provisions of section 39M of chapter 30, shall be awarded to the lowest responsible and eligible general bidder on the basis of competitive bids in accordance with the procedure set forth in section 44A to 44H, inclusive.

(E) When the general court has approved the use of an alternative mode of procurement of construction for a project pursuant to section 7E of chapter 29, the awarding authority

responsible for procuring construction services for the project shall follow the policies and procedures of this section and of section 44B to 44H, inclusive, to the extent compatible with the mode of construction procurement selected.

(F) Notwithstanding paragraph (E), a public agency may undertake the procurement of modular buildings, in accordance with section 44E. A public agency may procure site work for modular buildings, including but not limited to, construction of foundations, installations, and attachment to external utilities, or any portion of site work, either in combination with the procurement of modular buildings pursuant to section 44E or on the basis of competitive bids pursuant to the paragraph (E). Notwithstanding the paragraph (E), a public agency may procure energy management services in accordance with section 11C of chapter 25A and regulations promulgated thereunder.

(G) Every contract by a state agency or state assisted contract for design, construction, reconstruction, installation, demolition, maintenance or repair shall set forth the participation goals of minority and women workers to be employed on each such contract and the processes and procedures to ensure compliance with those workforce participation goals, including reporting and enforcement provisions.

(3) The award of every such contract in connection with which approval by an officer, board or agency of the federal government is required shall be made within thirty days, Saturdays, Sundays and legal holidays excluded, after such approval; and the award of every contract subject to this section in connection with which approval by an officer, board or agency of the federal government is not required shall be made within thirty days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids therefor. If the bidder selected as the general contractor fails to perform his agreement to execute a contract in accordance with the terms of his bid and furnish a performance bond and also a labor and materials or payment bond as stated in his bid in accordance with section forty-four E, an award shall be made to the next lowest responsible and eligible bidder, subject to the provisions of sections forty-four A to forty-four H, inclusive, of this chapter. The thirty-day time limit shall not be applicable to a second or subsequent award made after expiration of the time limit with the consent of said next lowest responsible and eligible bidder, and made because the original award made within the time limit was invalid, or because the bidder failed to execute the contract or to provide a performance bond and labor and materials or payment bond.

(4) In cases of extreme emergency, the awarding authority may, with the prior approval of the commissioner, award a contract for that portion of the work necessary to preserve the health or safety of persons or property or to alleviate an imminent security threat on the basis of such competitive bids or proposals as it can obtain in time to care for the extreme emergency and without public opening of the bids or proposals.

Where the nature of the emergency prevents the awarding authority from obtaining the prior approval of the commissioner, the awarding authority may contract for the necessary work without said prior approval; provided, however, that the approval of the commissioner shall still be sought at the earliest possible time; and provided, further, that if the commissioner at that time fails to approve the emergency determination the awarding authority shall promptly cease all work

for which the emergency determination was denied. In such cases, the contractor shall be entitled to payment for the fair value of the labor and materials furnished prior to cessation of the work.

The commissioner shall maintain a record of all contracts awarded pursuant to this subsection, containing a description of the circumstances and the reasons for the commissioner's determination.

(5) (a) Notwithstanding the provisions of this section or any other general or special law to the contrary, a municipality may enter into a contract for proprietary environmental technology systems as defined in subsection (1) of this section without said contract being subject to the competitive bid process as set forth in sections thirty-eight A1/2 to thirty-eight O, inclusive, of chapter seven; this section and sections forty-four B to forty-four H, inclusive, of this chapter, and section thirty-nine M of chapter thirty; provided that the awarding authority meets the conditions set forth and receives the approvals required in paragraph (b) of this subsection.

(b) Prior to the issuance of any request for proposal with respect to the awarding of any contract pursuant to the provisions of paragraph (a) of this subsection, the awarding authority shall meet or obtain each of the following conditions or required approvals: (1) the municipality shall appoint qualified persons to conduct a thorough review of all available environmental technology, including both proprietary and non-proprietary environmental technology, and if the conclusion of this review is that a contract for proprietary environmental technology systems is in the public interest, such conclusion shall be supported by sound documented reasons in writing available for public inspection; (2) the town council, the Select Board, or the town meeting shall take a majority vote finding that it is in the public interest to enter into a contract for proprietary environmental technology systems, as defined in subsection (1) of this section, providing such vote is supported by the conclusion of the review conducted pursuant to condition (1); (3) both the attorney general and the commissioner of the department of environmental protection shall grant written approval; (4) said contract shall be subject to any limitation in the waiver of sections thirty-eight A1/2 to thirty-eight O, inclusive, of chapter seven, sections forty-four A to forty-four H of chapter one hundred and forty-nine, and section thirty-nine M of chapter thirty imposed by either the attorney general or the commissioner of the department of environmental protection as a condition for a grant of approval by said officers; and (5) every proprietary environmental technology systems contract shall be as compatible with sections thirty-eight A to thirty-eight O, inclusive, of chapter seven, sections forty-four A to forty-four H of chapter one hundred and forty-nine, and section thirty-nine M of chapter thirty as is feasible for the procurement of the proprietary environmental technology systems chosen.

1.1.15 CHAP.149 MGL SECTION 44G(D)

(D) Every contract subject to section forty-four A shall include specifications for the installation of weather protection and shall require that the contractor shall install the same and that he shall furnish adequate heat in the area so protected during the months of November through March. Standards for such specifications shall be established by the commissioner or his designee.

• INSURANCE CERTIFICATION FORM

This form is to be completed by an authorized representative of each insurance company providing coverages, to verify that contract insurance requirements are provided.

CONTRACT PARAGRAPH EXTENDED BY NUMBER UMBRELLA	DESCRIPTION OF COVERAGE	COMPANY LETTER	POLICY NUMBER	LIMITS	LIMIT
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**WORKMAN'S COMPENSATION
(Contractor as Insured)**

SC 5.4	Workman's Compensation	_____	# _____	\$ _____	_____
SC 5.4	Employer's Liability	_____	# _____		
	a. Each Accident			\$ _____	_____
	b. Disease Policy Limit			\$ _____	_____
	c. Disease Each Employee			\$ _____	_____

**COMMERCIAL GENERAL LIABILITY
(Contractor as Insured, Owner and Engineer as Additional Insured)**

SC 5.4	General Liability	_____	# _____		
	a. General Aggregate			\$ _____	_____
	b. Each Occurrence			\$ _____	_____
	1. Premises/Operations			\$ _____	_____
	2. Products/Completed Operation			\$ _____	_____
	3. Contractual			\$ _____	_____
	4. Independent Contractors			\$ _____	_____
	5. Broad Form Property Damage			\$ _____	_____
	6. Personal Injury			\$ _____	_____
	7. Medical Expense			\$ _____	_____

8. XCU \$ _____

AUTOMOTIVE LIABILITY
(Contractor as Named Insured)

a. Combined Single Limit _____ # _____ \$ _____

1. Scheduled Autos \$ _____

2. Hired Autos \$ _____

3. Non Owned Autos \$ _____

INSURANCE CERTIFICATION FORM (Continued)

CONTRACT PARAGRAPH EXTENDED BY NUMBER UMBRELLA	DESCRIPTION OF COVERAGE	COMPANY LETTER	POLICY NUMBER	LIMITS	LIMIT
--	----------------------------	-------------------	------------------	--------	-------

EXCESS UMBRELLA LIABILITY

(Contractor as Named Insured, Owner and Engineer as Additional Insured)

a. General Aggregate _____ # _____ \$ _____

b. Each Occurrence _____ # _____ \$ _____

INSTALLATION FLOATER

(Contractor as Named Insured, Owner and Engineer as Additional Insured)

a. General Aggregate _____ # _____ \$ _____

b. Each Occurrence _____ # _____ \$ _____

c. Installation Floater _____ # _____ \$ _____

BUILDER'S ALL RISK

(Contractor as Named Insured, Owner and Engineer as Additional Insured)

a. General Aggregate _____ # _____ \$ _____

b. Each Occurrence _____ # _____ \$ _____

c. All Risk _____ # _____ \$ _____

OWNER'S PROTECTIVE LIABILITY
(Owner and Engineer as Named Insured)

a.	General Aggregate	_____	#_____	\$_____	_____
b.	Each Occurrence	_____	#_____	\$_____	_____

I hereby certify that the information contain herein is accurate to the best of knowledge.

SIGNATURE

PRINTED NAME

DATE

PRINTED TITLE

TOWN OF NATICK, MASSACHUSETTS
SELECT BOARD

NEWFIELD DRIVE PEDESTRIAN LIGHTING

• **CHANGE ORDER FORM**

Original Contract Price \$ _____

Previous Change Orders # \$ _____

Present Contract Price \$ _____

This Change Order # Increase/Decrease \$ _____

Total Adjusted Contract Price \$ _____

This Change Order changes the time of completion by ____ calendar Days.

The extended completion date is _____

This Change Order checked by _____

Date

Engineer

This Change Order requested by _____

This Change Order prepared by _____

Engineer

The undersigned agree to the terms of the Change Order.

Contractor

Date

Owner

Date

Change Order Form (continued)

Certification of Appropriation under M.G.L. c.44, §31C: Adequate funding in the amount sufficient to cover the total cost of this Change Order is available.

Town Accountant

Date

Public Entity _____

Project Number _____

Contract Number:

Change Order Number: _____

Contract Title: _____

Owner's Name: _____

Owner's Address: _____

Contractor's Name: _____

Contractor's Address: _____

Description of Change

Reason for Change

• EXAMPLE CALCULATION SHEET

(1)	Labor		
	Foreman	10 hrs @ \$45.00/hr.	\$ 450.00
	Engineer	10 hrs @ 35.00/hr.	350.00
	Operator	10 hrs @ 40.00/hr.	400.00
	Laborers	24 hrs @ 28.00/hr.	672.00
			\$1,872.00
(2)	Direct Labor Cost (use the agreed upon Direct Labor Cost) *(30) % of \$1,872 *(used for example purposes only)		561.60
(3)	Materials & Freight		
	150 l.f. of 12" pipe @ \$15.00/l.f.	\$2,250.00	
	15 v.f. precast SMH	2,500.00	
	Freight (slip # Enclosed)	110.00	
			4,860.00
(4)	Equipment		
	1 Backhoe 10 hrs @ \$140.00/hr.	\$1,400.00	
	1 Truck crane 10 hrs @ \$180.00/hr.	1,800.00- 3,200.00	
	Total items 1 through 4)		\$ 10,493.60
(5)	15% markup for Overhead, Profit		
	15% of \$10,493.60		1,574.04
(6)	5% markup for General Contractor (if Subcontractor is involved)		
	5% of \$10,493.60		524.68
(7)	Credits deductible		- 323.00
	Total Cost		\$ 12,269.32

Reminder: Provide support documentation as necessary i.e. vouchers, correspondence, calculations, Blue Book equipment rental rate printouts, photographs, reports, etc.

12. SPECIAL PROVISIONS

NEWFIELD DRIVE PEDESTRIAN LIGHTING, NATICK, MASSACHUSETTS

SCOPE OF WORK

This Invitation for Bids contemplates the following Work to be performed: Newfield Drive Pedestrian Lighting for the Town of Natick. The work under this Contract consists of furnishing all necessary labor, materials and equipment required for street lighting installation along Newfield Drive between West Central Street (Route 135) and Silver Hill Lane. The work includes installation of pedestrian level and vehicle level street lighting as shown, conduit, foundations, street light control cabinet, power connection to an existing utility pole, loam and seed, and all other work as directed by the Town to be completed for this project. All work shall be performed in accordance with these specifications and completed within the identified bid items. The Contractor shall coordinate with the Town for the exact location of the street lights.

It is anticipated that the proposed work for this project shall be substantially completed by September 30, 2023.

The limits of work shown on the plans included in these documents are approximate in nature. The exact limits of work will be identified by the Town prior to the Contractor commencing work.

The Contractor shall designate one person to be the point of contact for this project. This person shall coordinate with the Town regarding all planning, scheduling, sequencing of activities, and day-to-day operations. This person is to be on-site whenever work is being performed, whether by the Contractor's internal personnel or any and all subcontractors.

The Contractor shall review the existing and proposed conditions with the Town prior to the beginning of work. The Contractor is responsible for taking accurate measurements of actual field conditions prior to ordering proposed materials or beginning construction. The Contractor shall notify the Town of quantities that differ from the Engineer's Estimate by more than 15% prior to placing any material orders.

All work done under this contract shall be in conformance with the Massachusetts Highway Department Standard Specifications for Highways and Bridges dated 2023, the Town of Natick Standard Construction Details dated March 1, 2016, the October 2017 Construction Standard Details, the latest Manual on Uniform Traffic Control Devices for Streets and Highways with Massachusetts Amendments, the 1990 Standard Drawings for Signs and Supports, the 1968 Standard Drawings for Traffic Signals and Highway Lighting, the Massachusetts Bay Transportation Authority Bus Stop Design Guideline Draft dated September 2014, the latest Public-Right-of-Way Accessibility Guidelines (PROWAG), the latest United States Access Board's ADA and ABA accessibility guidelines, and the latest edition of American Standard for Nursery Stock. **Please note: Each pay item shall conform to the Massachusetts Department of Transportation Standard Specifications and the Special Provisions provided in this Bid Document.**

The Town of Natick reserves the right to change, modify, increase, or decrease the limits of work. Any work beyond the project limits as shown on the plans or not part of the scope of work in this project shall be designed on site by the Contractor with the approval by the Town. The Town also reserves the right to increase or decrease quantities of items without renegotiation of unit prices.

The General Conditions, Supplementary Conditions, and these Special Provisions shall take precedence over the General Requirements of Division 1 of the Standard Specifications of the Massachusetts Department of Transportation (MassDOT).

The Contractor is responsible to secure staging area(s) for storing construction equipment and materials for construction as incidental to this project. No separate payment shall be made.

ARCHITECTURAL ACCESS BOARD TOLERANCES

The Contractor is hereby notified that they are ultimately responsible for constructing all project elements in strict compliance with the current AAB/ADA rules, regulations, and standards.

All construction elements in this project associated with sidewalks, walkways, pedestrian curb ramps and curb cuts are controlled by 521CMR - Rules and Regulations of the Architectural Access Board (AAB). The AAB Rules and Regulations specify maximum slopes and minimum dimensions required for construction acceptance. There is no tolerance allowed for slopes greater than the maximum slope or for dimensions less than the minimum dimensions.

Contractors shall establish grade elevations at all pedestrian curb ramp locations and shall set transition lengths according to the appropriate table in the Construction Standards (or to the details shown on the plans).

WORK SCHEDULE

Work on this project is restricted to a normal eight-hour day, five-day week, with the Contractor and all Subcontractors working on the same shift. No work shall be done on this Contract on Saturdays, Sundays, or holidays or on the day before or the day after a long weekend that involves a holiday without prior approval by the Engineer and the Town of Natick.

No work that will disrupt travel on the existing roadways (lane closures, lane shifts, trenching, etc.) shall occur before 9:00 AM and after 4:00 PM. A minimum of one lane in each direction will be maintained at all times between 9:00 AM to 4:00 PM, with the exception of brief periods approved by the Town. The normal hours of operation shall be dictated by the Town. A written request shall be issued by the Contractor for any deviations to the hours of operation stated above.

The Contractor shall submit an updated project schedule to the Town weekly or as requested by the Town during the construction period for review and approval.

SURVEY & CONSTRUCTION STAKING (Supplementing Subsection 5.07 of the Standard Specifications)

Survey control data for the project shall be furnished to the Contractor. The Contractor, without additional compensation, shall maintain all such controls throughout the execution of the work and shall perform all required construction layouts. All finished surfaces shall conform, as near as practical, to the grades and guidelines provided in the Contract Documents.

The Contractor shall be responsible for all horizontal and vertical controls necessary for the work. Prior to construction, the Contractor shall retain a qualified surveyor to establish horizontal and vertical controls from the information given by the Engineer on the Plans and from record survey available from the Engineer and the Town. The elevations of existing structures to be tied into shall be confirmed or established. The Contractor shall perform all survey required for the work, and said work shall be considered incidental to the Contract.

The Contractor shall be responsible for maintaining all benchmarks, control stations, and other survey control points. The Contractor shall be held responsible for the preservation of all stakes and marks. If any such stakes or marks are disturbed or destroyed by the Contractor, he shall replace said stakes at his own expense.

PUBLIC SAFETY AND CONVENIENCE

The Contractor shall provide necessary access for fire apparatuses and other emergency vehicles through the work zones to abutting properties at all times.

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

The Contractor shall make his own investigation to assure that no damage to existing structures, drainage lines, traffic signal conduits, and other utilities will occur as a result of his operations.

The Contractor shall notify "Mass. DIG SAFE" and procure a DIG SAFE number of each location prior to disturbing ground in any way.

"DIG-SAFE" Call Center: Telephone 1-888-344-7233

CONSTRUCTION STAKING (Supplementing Subsection 5.07 of the MassDOT Standard Specifications)

The Contractor shall employ a Massachusetts Professional Land Surveyor to establish the baselines or centerlines of construction for the project. Engineer shall supply the electronic files for the surveyor's use. Surveyor shall also ensure that the project is constructed as shown on the Contract Drawings.

The Contractor shall furnish and set, at his own expense, all stakes (such as batter boards, slope stakes, pins, offset stakes, etc.) required for the construction operations and he shall be solely responsible for the accuracy of the line and grade of all features of his work.

The Contractor shall be responsible for maintaining all benchmarks, control stations, and other survey control points. The Contractor shall be held responsible for the preservation of all stakes and marks. If any such stakes or marks are disturbed or destroyed by the Contractor, he shall replace said stakes at his own expense.

The cost of survey work shall be deemed to be included in the cost of various items of work under this contract.

PROVISIONS FOR TRAVEL AND PROSECUTION OF THE WORK (Supplementing Subsection 8.03)

Before starting any work under this Contract, the Contractor shall prepare, and submit to the Engineer for approval, a plan (based on the Contract traffic management plans) that indicates the traffic routing proposed by the Contractor during the various stages and time periods of the work and the temporary barricades, signs, drums and other traffic control devices to be employed during each stage and time period of the work to maintain traffic and access to abutting properties.

Particular care shall be taken to establish and maintain methods and procedures that will not create unnecessary or unusual hazards to public safety. Traffic control devices required only during working hour operations shall be removed at the end of each working day.

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

WORK DONE BY OTHERS

Relocation and/or resetting to new grades of all private utilities, including utility poles, made necessary by the construction of this project, will be accomplished by the respective utility companies.

DISPOSAL OF SURPLUS MATERIALS

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

CONTRACTOR/SUBCONTRACTOR CERTIFICATION – CONTRACT COMPLIANCE (Revision 03-23-10)

Pursuant to 23 C.F.R. § 633.101 *et seq.*, the Federal Highway Administration requires each contractor to “insert in each subcontract, except as excluded by law or regulation, the required contract provisions contained in Form FHWA–1273 and further requires their inclusion in any lower tier subcontract that may in turn be made. The required contract provisions of Form FHWA–1273 shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the requirements contained in the provisions of Form FHWA–1273.” The prime contractor shall therefore comply with the

reporting and certification requirements provided in MassDOT's CONTRACTOR/SUBCONTRACTOR CERTIFICATION Form (DOT-DIST-192) certifying compliance with 23 C.F.R. § 633.101 for each subcontract agreement entered into by the contractor. The contractor shall provide a fully executed original copy of said CONTRACTOR/SUBCONTRACTOR CERTIFICATION Form to MassDOT upon execution of any subcontract agreement. Failure to comply with the reporting and certification requirement of the CONTRACTOR/SUBCONTRACTOR CERTIFICATION Form may result in action against the prequalification status of the prime contractor with MassDOT.

PROTECTION OF UNDERGROUND FACILITIES

The Contractor, in constructing or installing facilities alongside or near sanitary sewers, storm drains, water or gas pipes, electric or telephone conduits, poles, sidewalks, walls, vaults or other structures shall, at his expense, sustain them securely in place, cooperating with the officers and agents of the various utility companies and municipal departments which control them, so that the services of these structures shall be maintained. The Contractor shall also be responsible for the repair or replacement, at his own expense, of any damage to such structures caused by his acts or neglect, and shall leave them in the same condition as they existed prior to commencement of the work. In case of damage to utilities, the Contractor shall promptly notify the utility owner and shall, if requested by the Engineer or Town, furnish labor and equipment to work temporarily under the utility owner's direction in providing access to the utility. Pipes or other structures damaged by the operation of the Contractor may be repaired by the Department or by the utility owner that suffers the loss. The cost of such repairs shall be borne by the Contractor, without compensation therefore. The Contractor shall be borne the responsibility and cost to coordinate if a pole needs to be secure in place while construction is in progress.

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

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

Full compensation for furnishing all labor, materials, tools, equipment and incidentals for doing all the work involved in protecting or repairing property as specified in this section, shall be considered included in the prices paid for the various Contract items of work and no additional compensation will be allowed therefore.

MATERIALS AND EQUIPMENT REMOVED AND STACKED

All materials removed within the Town Layout shall be delivered to a Town maintenance facility designated by the Owner. If the Owner determines that any part of the stacked materials is

unsuitable for re-use, or if the Town decides to abandon part or all of such materials, said materials shall become the property of the Contractor and he shall dispose of them outside and away from the limits of the project, without additional compensation.

MAINTENANCE OF TRAFFIC

Traffic shall be continuously maintained on the various streets during construction. Work on this contract may require work to be scheduled to one side of streets and intersections at a time, allowing for one lane of continuous traffic movement in each direction and one sidewalk shall remain open at all times. The Contractor shall provide temporary pavement for disturbed travel lanes, sidewalks, and driveway on Friday before weekends and holidays.

PROPERTY ACCESS

The Contractor shall provide and maintain access at all times to all properties abutting the work. The Contractor shall provide safe and ready means of ingress and egress to all stores and shops, business and residence in the project area, both day and night, for the duration of the project.

The Contractor shall maintain access for mail delivery and provide alternative method when the abutter's mailbox has been temporarily removed.

The Contractor shall provide access for trash removal during trash pickup day.

PAVEMENT MARKINGS

All permanent pavement markings on public ways shall be thermoplastic and meet existing pavement markings at the limit of work.

BOUNDS

The Contractor shall exercise due care when working around all bounds which are to remain. Should any damage to a bound result from the actions of the Contractor, it shall be replaced and/or realigned by the Contractor as directed by the Owner. No further compensation will be due the Contractor for the materials and labor required to reestablish the bound in its proper orientation. All bounds, including new bounds as shown on the plans, and bounds replaced or realigned shall be installed by a Land Surveyor registered in the Commonwealth of Massachusetts.

WORK ON PRIVATE PROPERTY

Any disturbance to property outside of the roadway limits shall be repaired to pre-existing conditions. No additional payment shall be made for such work.

LANDSCAPE / PLANTINGS / IRRIGATION

The Contractor is responsible to investigate and inventory the underground sprinkler systems that might affect by this project within the existing lawn and landscaped areas along the project corridor. Any damage to private irrigation system or relocation of the irrigation system shall be consider as incidental to this project and no separate payment shall be made for this work.

EXAMINATION OF CONTRACT DOCUMENTS

Each bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract Documents. The failure or omission of any bidder to do any of the foregoing shall in no way relieve any bidder from any obligation in respect to his bid.

Bidders must satisfy themselves of the accuracy of the estimated quantities in the bid schedule by examination of the sites and a review of the drawings and specifications including addenda. After bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

Plans, surveys, measurements, and dimensions under which the work is to be performed are believed to be correct to the best of the Design Engineer's knowledge, but the Contractor shall have examined them for himself/herself during the bidding period, as no allowance will be made for any errors or inaccuracies that may be found therein.

NOTICE TO OWNERS OF UTILITIES

(Supplementing Subsections 5.05, 7.13 and 7.18)

Written notice shall be given by the Contractor to all public service corporations or officials owning or having charge of publicly or privately owned utilities in the project vicinity of the Contractor's intention to commence operations affecting such utilities at least two weeks in advance of the commencement of such operations, and the Contractor shall at that time file a copy of such notice with the Engineer / Town.

The Contractor shall also be responsible for notifying the Town of Natick, in writing, at least two weeks in advance of commencement of work. The Contractor shall also coordinate with the Town, as required, throughout the duration of the project, so that all the Town utilities may be located and all required permits may be obtained.

The Contract Plans indicate the approximate location of known utilities in the vicinity of the work. The accuracy and completeness of the information is not guaranteed.

Any damage to these utilities caused by negligence of the Contractor shall be repaired by the Contractor at their own expense and as accepted by the Engineer / Town.

It is the intent of these Special Provisions that the Contractor having been given due notice hereof will safeguard the utilities during construction and shall assume liability for damage, relieving the Town of Natick from any liability.

The following website lists the names and addresses of the utilities presumed to be affected, but the completeness of the list is not guaranteed: [Utility contacts by district and municipality | Mass.gov](http://Utility%20contacts%20by%20district%20and%20municipality%20Mass.gov)

Select Quick Links

Select Doing Business with the Highway Division Select Design/engineering

Select Utility Contacts

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

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

ELECTRIC

Eversource Electric "A"
1165 Massachusetts Avenue
Dorchester, MA 02125
Contact: Terence Doonan
Telephone: 617-541-5714

GAS

Eversource Gas
157 Cordaville Road, 3113
Southborough, MA 01772
Contact: Jeffrey Evans-Mongeon
Telephone: 508-305-6970

SEWER

Natick DPW- Water & Sewer
75 West Street
Natick, MA 01760
Contact: Anthony Comeau
Telephone: 508-647-6557

WATER

Natick DPW- Water & Sewer
75 West Street
Natick, MA 01760
Contact: Anthony Comeau
Telephone: 508-647-6557

DPW

Natick DPW-Town Engineer
75 West Street
Natick, MA 01760
Contact: William McDowell
Telephone: 508-647-6400, Ext. 2015

TELEPHONE

Verizon
385 Myles Standish Blvd.
Taunton, MA 02780
Contact: Karen Mealey
Telephone: 774-409-3160

POLICE

Police Station
22 East Central Street
Natick MA 01760

Contact: James G. Hicks
Telephone: 508-647-9511

FIRE ALARM

Natick Fire Alarm
22 East Central Street
Natick MA 01760
Contact: kmitchell@natickma.org
Telephone: 508-651-7349

FIRE

Fire Department
22 East Central Street
Natick MA 01760
Contact: Jason Ferschke
Telephone: 508-647-9551

SHOP DRAWINGS

The Contractor shall submit six (6) copies of shop drawings for lighting-related components of this project for review and approval.

TRAFFIC MANAGEMENT

NECESSARY ACCESS FOR FIRE APPARATUSES AND OTHER EMERGENCY VEHICLES SHALL BE MAINTAINED AT ALL TIMES. THE CONTRACTOR SHALL COORDINATE WITH THE POLICE AND FIRE DEPARTMENTS ON A DAILY BASIS REGARDING ACCESS.

Traffic Management during construction operations shall be in accordance with these Special Provisions, the Manual on Uniform Traffic Control Devices, Latest Edition and Supplements, and the Town of Natick.

Temporary signs shall be covered or removed when not in use. No signs shall be visible to traffic that may conflict with actual conditions.

It shall be the responsibility of the Contractor to maintain a reasonably safe uninterrupted traffic flow within the project roadways throughout the duration of the project. Detours onto surrounding streets will not be allowed unless approved by the Town of Natick. Detours shall have appropriate signs directing traffic along the entire detour route.

The Contractor shall submit a Traffic Management Plan to the Town and the Design Engineer for approval. Construction shall not begin until the Plan has been approved. The Plan shall detail construction time frames and phasing, address pedestrian and vehicular flow to and through the construction operations, parking, approved detour routes, access by emergency vehicles, and bus and delivery truck traffic. The Contractor shall update this plan as construction progresses, subject

to the approval of the Town of Natick and the Engineer. Payment for development of the Traffic Management Plan shall be considered incidental to the Contract prices bid.

TRAFFIC CONTROL FOR CONSTRUCTION AND MAINTENANCE OPERATIONS

Work to be done under these items shall conform to the relevant provisions of Section 850 and the following:

All signs, barricades, and drums shall have Reflective Sheeting in accordance with Material Specification M9.30.0 of the Department's "Standard Specifications for Highways and Bridges - 1995 Edition".

Drums shall meet the requirements of Section M9.30.9

Plastic drums with mounted lighting devices must pass the criteria set forth in NCHRP 350 "Recommended Procedures for the Safety Performance Evaluation of Highway Features". Plastic drums with mounted lighting devices that do not meet the criteria shall be removed from the Project.

The speed of traffic through work limits will be determined by the Town of Natick.

Channelization, if required, will consist of the use of proper temporary pavement markings, reflectorized plastic drums, signing, barricades and other public control devices in order to facilitate traffic flow.

Positioning, adjusting and re-positioning of all devices shall be considered incidental to this contract.

All traffic control devices shall be removed immediately when no longer needed.

The Contractor shall remove and dispose of all detour and safety signing erected for this Contract at the completion of work.

The Contractor shall be responsible for furnishing, installing, relocating and maintaining all traffic control devices as shown on the plans or required by the Town of Natick, including but not limited to, safety signing, drums, cones, flashing arrow boards and temporary pavement marking.

The Contractor shall, at least 24 hours in advance, notify business owners in advance when parking outside their frontage will be disturbed.

Final pavement and detector installation on the public ways shall be performed after all other work is finished.

FINAL INSPECTION AND ACCEPTANCE

Upon successful completion of all work, the contractor shall notify the Town. The Town will make a final inspection with the Contractor. An inspection check will be made to ensure that all

equipment, materials, installation and operations are in accordance with the construction contract, plans and specifications.

The Engineer / Town will notify the Contractor in writing of any items in which the inspection reveals that the work is incomplete, defective, or does not otherwise meet the project specifications. The Contractor shall perform the corrective actions necessary to achieve final acceptance by the Town. These corrective actions shall be done by and at the expense of the Contractor, and within 15 days of the date of the inspection report, unless otherwise approved in writing by the Town.

The Contractor shall insert prices for each item in ink, in both words and figures, and is to show a total bid price. In the event a discrepancy between the written words and figures, the written words shall govern. In the event an error in the bidders total bid price, the corrected total bid obtained by the summation of the products of the unit prices multiplied by the respective quantities shall stand as the bidder's total bid price.

The Contractor is required to review any related plans, conduct a full site review, and read all the provisions in the document before inserting prices, and is further advised to make his own determination as to the accuracy of the estimated quantities before inserting bid prices.

The estimated quantities shown here are based solely upon a reasonable assessment of the project parameters, thus the Contractor is advised that the actual quantities may vary substantially as field conditions may necessitate.

NOTICE: In accordance with MGL Chapter 303 Section 60 and Chapter 86 of the Acts of 2008, this contract shall be subject to the provisions relative to energy escalation. A price adjustment for liquid asphalt and Portland cement shall be made on a monthly basis when the monthly change exceeds +/- 5 percent. Base prices for this contract shall be the New Method period prices posted on the Mass DOT website, [MassDOT current contract price adjustments | Mass.gov](#) for the month of the Contract bid opening.

This bid is based on estimated quantities, which are the Town's best estimate based on prior experience. Actual quantities may be more or less than those estimated. Regardless of the amount of the actual quantities, the unit price(s) shall be that set forth in these Bidder's Item Sheets.

SUPPLEMENTAL SPECIFICATIONS

ITEM 451.	HMA FOR PATCHING	TON
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Work under this Item shall conform to the relevant provisions of the Standard Specifications, the Material Specifications for Item 460, and the following:

GENERAL

This work shall include permanent trench repair and temporary patching in areas as directed by the Town. Temporary asphalt patching shall also be included under this item to provide temporary access and egress to properties abutting the work area or temporary access curb ramps as directed by the Town. The Contractor is advised that this material will be spread primarily by hand.

No additional compensation will be made for cutting existing pavement in order to provide a clean match line. No payment will be made for roadway patching done outside the excavation pay limits as detailed on the plans. The subsequent removal of this material, if directed by the Town, shall also be included in this Item.

Hot Mix Asphalt for Patching shall only be placed upon direction of the Town.

Permanent patches shall be of the same thickness as the existing pavement at a minimum. The patch thickness shall be 1 inch below the existing grade or even with the milled depth and placed in multiple layers of HMA binder material with a thickness of no more than 2 inches per lift.

The pavement joint shall be coated with a hot poured joint sealer as specified in Section 460.49 of the Standard Specifications. Payment for hot mix asphalt joint sealant shall be considered incidental to this item.

BASIS OF PAYMENT

Payment for work under this Item shall be at the Contract Unit Price bid for Item 451. HMA for Patch per Ton. Such payment shall include all labor, materials, equipment for surface preparation, sawcutting, placement, hot poured joint sealer along pavement joints, maintenance and removal, and incidental costs necessary to complete the work to the satisfaction of the Town. Sawcuts for any trenches shall be considered incidental to this item.

Tonnage shall be determined by weight slips submitted to the Town. Where weight slips are not available, tonnage shall be determined by the inch per square yard method (inches of approved thickness, multiplied by square yard unit measurement, multiplied by the volume to weight conversion factor of 0.056 tons/inch/square yard). This calculation method shall also be used to confirm tonnage used.

ITEM 509.	GRANITE TRANSITION CURB FOR	FOOT
	PEDESTRIAN CURB RAMPS – STRAIGHT	
ITEM 509.1	GRANITE TRANSITION CURB FOR	FOOT
	PEDESTRIAN CURB RAMPS – CURVED	

Work under these items shall conform to the relevant provisions of Section 500 of the Standard Specifications and the following:

GENERAL

The work under these items shall include furnishing and installing all granite transition curb (straight or curved) at locations as determined by the Town.

Transition curb shall be used to make the transition from normal curb setting at pedestrian curb ramps, driveway curb cuts, and at the limits of work as shown on the MassDOT Construction Standards or as directed by the Town. Curb transitions shall be of the same type and similarity as the abutting curb, except at pedestrian curb ramps, where granite transition curb shall be installed; ADA transitions are required. The ends of the transition curb shall be cut so that a flush joint is formed where the transition curb meets the existing or proposed curbing. Transition curb shall be a minimum length of 6 feet and a maximum length of 15 feet. No additional payment will be made for customizing curb material to affect the transition.

All granite transition curbing shall be provided with concrete support, as shown in MassDOT Construction Standard Details. Concrete support shall be provided on both sides of curbing that does not have a hard surface backing it up, such as in non-sidewalk areas. The cost of excavation and concrete support shall be included in the unit price bid for curb.

BASIS OF PAYMENT

Payment under these items shall be at the Contract Unit Price bid per Foot for furnishing, installing, or replacing granite transition curb where required and as directed by the Town, complete in place, including straight or curved transitions, customizing curb material, excavation, gravel borrow, compaction, sawcutting, concrete supports, cutting, and all other work to install the curb to the satisfaction of the Town. Removal and legal disposal of existing curb that cannot be reused as determined by the Town shall be incidental to these items. Sawcutting for curb installation shall be considered incidental to these items.

The work under this Item shall consist of removing and resetting all forms of granite curb on the project. Work shall be in accordance with Subsection 580 of the Standard Specifications and the following:

GENERAL

The work shall include removing, relocating, and resetting the existing granite or stone curb, and edging as determined by the Town to be good condition to the location directed by the Town.

Existing curb or edging, if not reset or retained, regardless of size, material, or piece, shall be removed and discarded if not wanted by the Town. Removing and discarding curb or edging shall be considered incidental to this Item.

Excessively chipped or broken curbs will not be reused. The Town will determine which curbs shall be reused.

Any damage to curb, curb inlets, curb corners, or edging to be removed and reset or removed, relocated, and reset shall be the responsibility of the Contractor. The Contractor shall replace any damaged pieces in kind without additional compensation.

All granite curbing that will be removed and reset shall have concrete support in accordance with MassDOT's Standard Drawing No. E 106.3.0. Concrete support shall be provided on both sides of curbing that does not have a hard surface backing it up, such as in non-sidewalk areas. The cost of concrete support shall be considered incidental to this Item.

BASIS OF PAYMENT

Payment under this Item shall be at the Contract Unit Prices bid per Foot, and payment under such prices shall include sawcutting, removing, stacking, disposal, and resetting of curb, and edging as directed by the Town, and all labor, materials, equipment, gravel backfill, cement concrete base, and sawcutting required to complete the work.

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

Conduit, whether shown on the plans or additional lengths placed as directed by the Engineer, may be increased or decreased by the Engineer depending upon actual conditions encountered.

These conduits are for the street lighting system.

Conduit material shall be Schedule 80 Polyvinyl Chloride (PVC) plastic for roadway crossings and areas not under sidewalk (i.e. grass strip).

Conduit shall meet the requirements of UL 651 and NEMA TC-2.

Conduit shall be manufactured by American Pipe and Plastic, Carlon, Cantex or approved equal. Requests for alternative manufacturer must be accompanied by evidence of approval by the three private utility companies

Sweeps shall be galvanized steel.

The conduit trench shall be detailed on the plan except in the case of multiple conduits/utilities a 12" clear width shall be provided between communication conduit and electric conduit.

In locations where a trench has been cut in a roadway, the roadway shall be backfill and permanent patch as follows:

Cut the existing pavement to neat true lines by mechanical means along the length of trench equally spaced from the centerline of trench. The conduit shall be placed on a sand bed, backfilled with controlled density fill (Type 2E) conforming to the requirements of Section M4.08.0 of the MassDOT Standard Specifications.

Permanent patches shall be same pavement structure materials as the existing roadway pavement thickness or minimum of 6" HMA binder Course material in two equal layers over controlled density fill or other materials as approved by the Town. Payment for hot mix asphalt shall be pay under Item 472.

BASIS OF PAYMENT

Work under this item shall be paid at the Contractor bid price per FOOT under Item 804.2 2" Electrical Conduit Type NM – Plastic (UL), Such item shall include full compensation for furnishing and installing 2" conduit, saw-cutting, excavation, controlled density fill (Type 2E), gravel borrow, pull wires, warning strip, sand bedding, concrete encasement in roadways, gravel borrow backfill and compaction complete in place and all necessary or incidental work including. Multiple conduits in the same trench shall be compensated for as noted above. Required sweeps shall be measured for payment under this Item including galvanized sweeps, where required.

The work to be done under this Item shall conform to the relevant provisions of the Standard Specification and the following:

DESCRIPTION**General**

The work shall include, but not be limited to, the excavation, removal and disposal of existing soil, the installation of new precast light pole foundations and restoration of pavement surfaces to match existing.

Submittals

List of materials and equipment requiring shop drawings shall include:

1. Concrete Products and Light Bases

MATERIALS**General**

Materials and products furnished shall be designed for the intended use, shall meet all requirements of the latest edition of the National Electric Code (NEC), and all local codes.

Materials shall be manufactured in accordance with the standards indicated in this Section, and typical industry standards and codes for the products specified.

The materials used shall be new, unused, and of the best quality for the intended use. All equipment shall have the manufacturer's name, address, and model or type designation, clearly marked thereon

If any equipment or apparatus is damaged, such damage shall be repaired at no additional cost, or replaced at no additional cost as directed by the Engineer.

Raceways (Conduit)

Conduit to be in accordance with and provided under 804.2 for 2" NM conduit

Foundations for Highway Lighting pole with Anchor Base

Provide approved foundations, and other devices as necessary and as required.

Foundations for highway light poles shall be specified by lighting manufacturer, including number, type and location of anchor bolts. Foundations shall be made of minimum 5,000 psi concrete (at 28 days) and have steel reinforcement meeting ASTM A-615, grade 60 (cover to steel, 1" minimum). Foundations shall have two (2) 2" RGS conduit embedded in concrete for lighting circuits, 180 degrees apart. Foundations to be installed with the top of the concrete 2-3" above final grade. Anchor bolts to be 3/4" diameter by 30" long "J-hook" type galvanized steel (4 per

foundation). Anchor bolts to have 65,000 psi minimum tensile strength. Foundations shall also have a 3/4" conduit for ground rod connection. Furnish and install a 5/8 x 8' copper weld ground rod with each foundation, connected to the light pole ground bus via a #4Awg base soft drawn copper wire and approved connectors.

Bolt circle diameter and bolt orientation shall be as shown on Contract Drawings, and per approved submittals. Exact bolt circle dimensions to match anchor base to be installed on foundation. Concrete foundation shall be 20-inches round by 6'-0" high. Contractor to confirm bolt circle and bolt orientation before releasing foundations for manufacture.

CONSTRUCTION METHODS

General

This Section cover the requirements for installation of materials, proper workmanship, testing, cleaning, grounding, and work methods to be followed by the Contractor. This Section also includes specific instructions and to be used in conjunction with the contract Drawings. Any discrepancies noted between the specification, Drawings, and actual installation shall be reported immediately to the Engineer. Failure on the part of the Contractor to report discrepancies immediately will be considered negligent.

Work will be coordinated such that systems can be properly located, and conflicts and delays are avoided. Contractor shall consider commencement of work acceptance of existing conditions.

Materials and Workmanship

Work shall be executed in workmanlike manner and shall present neat, rectilinear and mechanical appearance when completed. Material and equipment shall be new and installed according to manufacturer's recommended best practice so that complete installation shall operate safely and efficiently.

Remove all debris caused by Contractors' work.

Installation of Highway Precast Light Pole Foundations

Contractor shall remove and existing sidewalk materials, curbing and other masonry to be replaced after light pole foundation is replaced. Existing soil shall be excavated out and disposed of, taking care to not damage surrounding structures, electrical conduits and other utilities. Contractor to barricade areas disturbed until fully repaired unless directed otherwise.

New precast light pole foundation shall be installed in locations as shown. Conduit to be installed under 804.2 shall be attached to new light pole foundation conduit sweeps, from adjacent electric handholes to maintain continuity of conduit system. New light pole foundation shall be installed level and plumb with existing conditions and at appropriate height above finished grade (3-4 inches maximum). For any light pole foundation that is not to have a light pole installed, Contractor shall provide metal (aluminum or galvanized steel) or composite fiberglass cover to protect wiring passing through conduits in foundation.

Repair of Existing Sidewalk

Repair sidewalk in complete panels only, if existing sidewalk must be disturbed. All disturbed sidewalk to be restored to match original, pre-construction condition.

COMPENSATION

BASIS OF PAYMENT

Work under this item shall be paid at the Contractor bid price per EACH under Item 812.991 Decorative Light Pole Foundation. Such payment shall include full compensation for all equipment, labor, materials, set up and incidental costs necessary to furnish and install new light pole foundations, excavation, backfill, restoration of disturbed sidewalk, etc. and all as described in the previous sections herein or as shown on the plans.

ITEM 812.992	DECORATIVE LIGHT POLE & LUMINAIRE 14' PEDESTRIAN POLE & LED FIXTURE	EACH
ITEM 812.993	DECORATIVE LIGHT POLE & LUMINAIRE 23'-8" POLE WITH ARM & LED FIXTURE	EACH

DESCRIPTION

The work shall include, but not be limited to, the installation of Decorative light poles, light fixtures, arms, bulbs, ballasts and appropriate grounding. Contractor shall provide all labor, materials, equipment, tools, supplies and transportation involved in the installation of electrical equipment as specified.

Submittals

List of materials and equipment requiring shop drawings shall include:

1. Light Poles
2. LED Light Fixtures
3. Light Pole Accessories, Arms, etc.

MATERIALS

General

Materials and products furnished shall be designed for the intended use, shall meet all requirements of the latest edition of the National Electric Code (NEC), and all local codes.

Materials shall be manufactured in accordance with the standards indicated in this Section, and typical industry standards and codes for the products specified. Materials and equipment shall be Underwriter's Laboratory (UL) listed.

The materials used shall be new, unused, and of the best quality for the intended use. All equipment shall have the manufacturer's name, address, model or type designation, serial number and all applicable ratings clearly marked thereon in a location which can be readily observed after installation. The required information should be marked on durable nameplates that are permanently fastened to the equipment.

Electrical equipment shall at all times during construction be adequately protected against mechanical injury or damage by water. Electrical equipment (excluding light poles) shall not be stored outside exposed to the elements. If any equipment or apparatus is damaged, such damage shall be repaired at no additional cost, or replaced at no additional cost as directed by the Engineer.

Wire and Cable

Unless otherwise noted, conductors for power, lighting, and grounding above grade shall be No. 12 through No. 8 AWG, NEC type THWN/THHN, meeting the requirements of UL 83. Conductors for power and lighting shall be no smaller than No. 10 AWG.

All conductors shall be annealed copper, 98% conductivity, Class B stranded, except conductors used for power and lighting circuits No. 10 AWG and smaller which may be solid. All conductors should be rated for 600 volts or less, with a thermal rating of 90° C. Decorative Light Pole and Luminaire shall include the cost of the 4#10 wires within the light pole.

The outside covering of all wiring for power, lighting, grounding, and control uses shall be color coded to identify polarity as follows:

Phase	Color
A or 1	Black
B or 2	Red
C or 3	Blue
Neutral	White
Equipment Ground	Green

Decorative Street Lights

Provide outdoor Decorative lighting fixtures, poles, arms, equipment and luminaire components (lamps, ballasts, etc.) where shown as specified on Drawings, wired and assembled. Provide approved brackets, and other devices as necessary and as required. Manufacturers shall be Town-Standard as listed below.

ITEM 812.992

Poles: Decorative Poles shall be round non-tapered steel, 12'10" height, with 4" base pole diameter. Total installed height with pole and fixture is 14'. Pole to be steel, 11 gauge, powder-coated gloss black. Pole handhole to be 3" x 5". Bolt circle to be 8" for 3.5" bolt projection. Tenon size is 4" diameter by 4" length. Pole to be manufactured by WJM Poles Technologies, Catalog #RS40011-12.8

Pole base to be by Southcoast Castings, 13" diameter by 36" height. Pole base to be two-piece split shroud, 356 alloy, cast aluminum gloss black, Catalog #BCMONT1336.

Fixture: LED fixture to be multi-ranging voltage 120-277V, 2700K, maximum 700mA current and 15W. Lighting pattern to be IESNA Type II. Finish to be gloss black, and provided with pole-top, diffuser and tenon adaptor #08-EC102PF. Fixture to be Town Standard, manufactured by Ghisamestieri, type Jun Small, Catalog# JUN S QF-GF02-LED-700-2A-3000.

Shop Drawings: All details of the poles and luminaires shall be submitted for review by the Town prior to purchase.

ITEM 812.993

Poles: Decorative Poles shall be round tapered steel, 23'-8" height, with 7" base pole diameter and 3.75" top diameter. Pole to be steel, 11gauge wall thickness, powder-coated black. Pole handhole to be 3" x 5". Bolt circle to be 10" for 3.5" bolt projection. Tenon size is 3.5" O.D. X 7 1/4" Long. Pole to be manufactured by WJM Poles, Catalog # RT7001123.8

Pole base to be by Southcoast Castings, 19" diameter by 42" height. Pole base to be two-piece split shroud, 356 alloy, cast aluminum gloss black, Catalog #BCMONT1842.

Pole Arm to be King Luminaire Catalog# KA24, aluminum, powdercoat gloss black.

Fixture: LED fixture to be multi-ranging voltage 120-277V, 2700K, maximum 1000mA current and 111W. Lighting pattern to be IESNA Type II. Finish to be gloss black, provided with tenon adaptor and required accessories. Fixture to be Town Standard, manufactured by Ghisamestieri, type Oslo Large, Catalog# OSLO-L-F-GF09-LED-1000mA-3B-3000.

Shop Drawings: All details of the poles and luminaires shall be submitted for review by the Town prior to purchase.

Construction Methods

General

This Section covers the requirements for installation of materials, proper workmanship, testing, cleaning, grounding, and work methods to be followed by the Contractor. This Section also includes specific instructions and to be used in conjunction with the contract Drawings. Any discrepancies noted between the specification, Drawings, and actual installation shall be reported immediately to the Engineer. Failure on the part of the Contractor to report discrepancies immediately will be considered negligent.

Work will be coordinated such that systems can be properly located, and conflicts and delays are avoided. Contractor shall consider commencement of work acceptance of existing conditions.

Materials and Workmanship

Work shall be executed in workmanlike manner and shall present neat, rectilinear and mechanical appearance when completed. Material and equipment shall be new and installed according to manufacturer's recommended best practice so that complete installation shall operate safely and efficiently.

Grounding

Grounding of all Decorative light poles and fixtures shall be in accordance Section 250 of the latest edition of the National Electrical Code. Equipment bonding conductor shall be installed from branch feeder circuit into adjacent electric handhole and into light pole base. Bonding conductor to be permanently attached to metal light pole per grounding stud provided by manufacturer or

field installed if not provided. Bonding conductor to be bonding to metal handhole cover if present. Provide #10Awg copper binding conductor vertically up length of pole shaft along with power conductors and bond to fixture ground stud and GFCI receptacle (if provided). Test all bonding conductors to be continuous back to source. Perform ground resistance test at each pole location.

Should ground resistance be less than 25 ohms, contractor shall provide additional ground rod electrode at pole foundation, in accordance with NEC requirements and re-test to determine if resistance is below 25 ohms. Report all instances where ground resistance is above 25 ohms. All grounding conductors to be provided with either green outer jacket or green marking tape.

Testing, Inspection and Cleaning

Test wiring and connections for continuity and grounds before fixtures are connected; demonstrate insulation resistance by megger test as required at not less than 500 volts. Insulation resistance between conductors and grounds for secondary distribution systems shall meet National Electrical Code (NEC) requirements.

Test lighting fixtures with specified lamps in place for 100 hours. Replace lamps that fail within 1 year after acceptance, per MassDOT standard provisions.

Installation of Lighting Fixtures

Verify construction of light pole foundations is suitable, and provide fixtures, poles, hardware, and other accessories suitable for construction encountered.

Contractor to provide (furnish and install) new Decorative light poles and Decorative light fixtures. These light poles and fixtures shall be installed on precast concrete foundation, in locations as indicated on the Contract Drawings. Contractor to provide poles and fixtures. Contractor to provide necessary field wiring for all light fixtures. Light poles to be installed with one set of galvanized steel washers and nuts, sized per manufacturer's requirements.

Coordinate installation of fixtures with installation of surrounding materials. Investigate lighting fixture locations and foundation supports to ensure that no interference exists between lighting fixtures, supports, and other equipment including that provided by other trades. Report any possible interferences to the Engineer. Minimum set back of light poles is 18-inches from front of curb to edge of light pole foundation.

Install 4/C - #10 Awg cable (2 hot, neutral and ground) from each light fixture to light pole base; to be connected to #4 Awg cable feeder from metering cabinet. Wire and connect receptacle, ballast and fixture, per manufacturer's instruction.

BASIS OF PAYMENT

Work under these items shall be paid at the Contractor bid price per EACH under Item 812.992 and 812.993. Such payment shall constitute full compensation for all equipment, labor, materials, set up and incidental costs necessary to furnish and install light poles, fixtures, cabling, receptacles, hardware, and all other ancillary labor and materials, all as described above herein or as shown on the plans.

ITEM 813.40
ITEM 813.43

WIRE TYPE 8 NO. 10 DIRECT BURIAL
WIRE TYPE 8 NO. 4 DIRECT BURIAL

FOOT
FOOT

Description

The Contractor shall be required to furnish and install all materials, equipment and labor necessary to completely wire and operate the street lighting system. All materials and wiring procedures shall conform to the specifications contained herein and to the requirements and the Standard Specifications and the following:

All wire and connectors shall conform to the standards of the National Electrical Manufacturers Association or the Underwriters' Laboratories, Inc., whichever is applicable. All materials and workmanship shall conform to the requirements of the National Electrical Code, Standards of the American Society for Testing and Materials, USA Standards, and any local ordinances that may apply.

Wherever any reference is made to the standards mentioned above, the reference shall be construed to mean the standard that is in effect on the day Notice to Contractors for the work is dated.

Wire sizes shall be based on American Wire Gage (AWG), as applied to copper conductors.

The conductor shall be composed of soft drawn 7-strand copper of the gauge shown and the insulation shall be installed as a single jacket of cross-linked polyethylene of Underwriter's Laboratories Type XHHW-2 rated at 90 degrees C continuous in dry locations and 75 degrees C continuous in wet locations, 600 volt as per the National Electrical Code.

Wire and cable furnished and used shall be new and shall have the size, grade of insulation, voltage and manufacturer's name permanently marked on the outer covering at regular intervals. Wire and cable shall be delivered to the site in complete coils or reels with identifying size, type and insulation tags. Wire and cable shall be protected from weather and damage during storage and handling.

Connectors, Fuses, and Splicing Materials

The street light connectors described in the following specifications and sketches show details of a connector which is felt will be suitable for a range of conductors. All street lights shall be fuses in base of pole on hot leg(s) to protect the #10 wire going up to the fixture(s). All lighting power to be 240V 1-phase.

CONSTRUCTION METHODS

No wire shall be drawn into any conduit until all work which may cause cable damage is complete.

All wire shall be continuous from pole foundation to pole foundation without running splices in conduits. A splice will be required for each circuit wire at the pull box. All wires shall extend 2-feet above the pull box, connected at ends and rolled back into the pull box.

All wire terminals, taps and splices shall be made secure with connectors, splicing materials and methods as hereinafter specified.

All splices in pull boxes shall be with solderless connectors. The neutral and ground connection in the post top shall be with an insulated pressure connector. The hot line connection in the post top shall be with an approved street light fuse connector.

All incoming wires and outgoing wires in street lighting control boxes, pull boxes and poles shall be banded with 0.5 inch colored plastic marking tape installed at two locations 6-inches from the taped splice and 24-inches from the taped splice.

The Color Code is as follows (not all needed for each job):

- Single Red Band-Hot lead for street lights
- Single Blue Band-Hot lead for street lights
- Double Red Band-connected to utility manhole feed wires
- Double Blue Band-connected to utility manhole feed wires
- Single Yellow Band-Hot lead for 2nd street light circuit
- Single Orange Band-Hot lead for 2nd street light circuit
- Single Green Band-Bonding lead (continuous grounding lead)
- Single White Band-Neutral for street lights circuit
- Double White Band-Neutral for 2nd street light circuit
- Triple White Band-Neutral for utility manhole feed wires

Double and triple bands of marking tape shall be installed 0.5 inches apart.

Three Wire, Circuits:

Circuit No. 1

- Hot Lead - Single Red Band
- Neutral Lead – Single White Band
- Hot Lead – Single Blue Band

Circuit No. 2

- Hot Lead - Single Orange Band
- Neutral Lead – Double White Band
- Hot Lead – Single Yellow Band

Where lighting is to be relocated, the existing conduit shall be cut back in a clean, convenient location, and new conduit shall be attached with non-metallic conduit coupling of appropriate size. Existing wiring shall be removed and disposed of back to existing utility manhole. New wiring shall be installed from existing utility manhole to metering cabinet to relocate or new light pole base shall be installed. No intermediate splicing of street light wiring shall be allowed, except in manholes and pull boxes. Contractor to coordinate disconnection and reconnection of street lighting in utility manholes with the local utility company and City.

Grounding

Coatings and rust on conduits and grounding rods shall be removed at the location where the ground fittings are to be installed.

The bare copper conductor shall be connected to the continuous insulated bonding lead which shall be identified with green plastic marking tape as noted in the specifications. Bonding leads for lighting fixtures on posts shall be an insulated #10 AWG, marked green, which shall be extended to the nearest pull box and interconnected to the #4 AWG bare copper and the #4 AWG pig tail conductor shall be connected to the ground rod. The bare #4 ground wire shall be connected to the ground lug on the pull box frame.

A #4 AWG conductor with the same insulation of the power leads shall be installed in all conduits as a continuous bond wire. All bonding leads from fixtures, post, control boxes, fittings and ground rods shall be connected to the continuous insulated bonding lead which shall be identified with green plastic marking tape as noted in the specifications.

All grounding shall conform to the applicable provisions of the National Electrical Code.

Field Tests

Upon the completion of each wiring system, and before any connection is made to operating equipment, the Contractor shall perform, in the presence of the Engineer and a representative from the Town/City, the following tests of each circuit to determine whether the installations are in acceptable working order.

- a. Tests for continuity
- b. Tests for ground
- c. Tests for insulation resistance (Megger Test) from circuit wires to ground, and between circuit wires.
- d. Functional test

The reference point for ground tests shall be the nearest hydrant. When testing for ground at a control box two ground tests shall be performed. One using the ground rod at the control box and one using the nearest hydrant as ground with the local ground rod disconnected. If in the judgment of the Engineer or the City's representative, the resistance to ground using the local ground rod is appreciably higher than that using the hydrant, the Contractor shall drive additional ground rods until a sufficiently low resistance to ground at the local ground rod or rods is obtained. Twenty-five ohms ground shall be the maximum permissible.

With all equipment connected to the Wiring system, a functional test shall be performed by the Contractor, in the presence of the Engineer and the City representative, to demonstrate that the system as a whole, and all parts thereof, function as specified or intended herein. Any defective materials or faulty or improper installation shall be permanently corrected by repairs or replacements to be made by the Contractor to the satisfaction of the Engineer and the Town/City representative at no additional cost to the Department.

The functional test for the entire lighting system installed in this contract shall be in accordance with the warranty as noted below. A nighttime lighting period shall consist of ten (10) hours of use. Lighting units indicate each individual luminaires

The entire electrical wiring system shall be tested for continuity, grounds, resistance to ground, insulation, shorts and opens. This shall be done by means of a megohm meter test.

After installation of the wiring system complete with the required splices, the lamp ballast primary shall be disconnected and each circuit shall be tested with a 1000 volt megger. Tests on each circuit shall be between each phase conductor and the uninsulated conductor, where employed, or between two insulated conductors where required. When the conductor and an uninsulated conductor or less than 200 megohms between two insulated conductors, the Contractor shall locate the point or points at fault and make proper corrections and then demonstrate by further test the elimination of such faults.

These tests shall be performed in the presence of the Engineer.

The test results shall be submitted to the Engineer for further review and approval. If any results are questionable or inconsistent, the Contractor shall repeat the tests and make any necessary corrections at the request of the Engineer. No wiring system will be accepted until these are satisfactorily performed and approved.

The Contractor shall furnish the Engineer with a report of the megohm-meter readings for a permanent project record.

All tests and any necessary repairs or replacements which are indicated by them to produce a fault-free system will be performed at the Contractor's expense.

Warranties of Permanent Street Lighting System

The Contractor shall provide a performance warranty commencing at official final acceptance and extending for six months on the street lighting work performed under this contract including the performance of all equipment and components of the highway lighting system specified. The cost of all electricity during the performance warranty will be paid for by the Town.

NOTE: The Contractor shall be completely responsible for all maintenance, repairs and replacement of damaged equipment during the functional test and throughout the performance warranty period.

If within 48 hours after notification by the Engineer of a malfunction, the Contractor fails to make such repairs as necessary, the Engineer will undertake repairs of which all costs are to be borne by the Contractor.

Shutdown caused by factors beyond the Contractor's control shall not constitute discontinuity of the functional test.

BASIS OF PAYMENT

Work under these items shall be paid at the Contractor bid price per FOOT under Item 813.40 and Item 813.43 and be measured by the circuit foot, complete in place, which price shall constitute full compensation for furnishing, installing and connecting the street lighting cables, the grounding of the system, testing the lighting circuit wiring and for furnishing any equipment and/or materials required.

The cost of any maintenance necessary, including electrical energy, shall be at the Contractor's expense and will be considered as included in the price paid for the Contract item involved and no additional compensation will be allowed therefore

ITEM 813.71**GROUND ROD 8 FEET LONG****EACH**

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

The work shall consist of furnishing and installing electrical ground rods for NEC required grounding of light pole foundations, electrical handholes and electrical metering cabinets and services. All ground rods are to be 5/8" x 8'-0" long copperweld ground rods, with UL listed ground rod connectors and #4Awg bare copper soft-drawn connector wire. This Item shall include a complete installation of rods, connectors, etc.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Measurement and payment under this Item 813.71 will be in accordance with the relevant provisions of the Standard Specifications and the following:

Work under this item shall be paid at the Contractor bid price per EACH under Item 813.71. Such payment shall be based on each 8-foot long unit, complete in place, operational, tested, and accepted by the Engineer, which price shall include full compensation for ground rod, ground wire, connections to ground rod, exothermic welds, connections to conduit, connections to handhole frame and cover, connections to electric service equipment, and all equipment, tools, labor and work incidental thereto.

ITEM 823.60**HIGHWAY LIGHTING LOAD CENTER****EACH****DESCRIPTION**

The work shall include, but not be limited to, the installation of electrical underground service conduit, service cable, meter sockets, electrical metering and control cabinet, distribution panels, circuit breakers, receptacles, control cabinet foundation and appropriate grounding.

Submittals

List of materials and equipment requiring shop drawings shall include:

1. Conduits
2. Cables
3. Panel boards
4. Service Cabinets and Equipment
5. Meter Sockets
6. Disconnect Switch
7. Circuit Breakers
8. Wiring Devices and Receptacles

MATERIALS**General**

Materials and products furnished shall be designed for the intended use, shall meet all requirements of the latest edition of the National Electric Code (NEC), and all local codes.

Materials shall be manufactured in accordance with the standards indicated in this Section, and typical industry standards and codes for the products specified. Materials and equipment shall be Underwriter's Laboratory (UL) listed.

The materials used shall be new, unused, and of the best quality for the intended use. All equipment shall have the manufacturer's name, address, model or type designation, serial number and all applicable ratings clearly marked thereon in a location which can be readily observed after installation. The required information should be marked on durable nameplates that are permanently fastened to the equipment.

Electrical equipment shall at all times during construction be adequately protected against mechanical injury or damage by water. Electrical equipment shall not be stored outside exposed to the elements. If any equipment or apparatus is damaged, such damage shall be repaired at no additional cost, or replaced at no additional cost as directed by the Engineer.

Obtain all necessary permits and licenses, file necessary plans, and pay all fees for permits and inspections. Permit fees are the responsibility of the Contractor as part of his bid.

Wire and Cable

Wire and cable to be provided and installed under this Item for a complete utility service from the pole to the control cabinet and all internal wiring, for a complete installation.

Raceways (Conduit)

Conduit to be provided and installed under Items 804.2.

Boxes

Outlet and Switch Boxes: NEMA OS 1.

Pull Boxes, Junction Boxes, and Equipment Enclosures: NEMA ICS 6.

Pull boxes, junction boxes, and equipment enclosures shall be of NEMA Type 1 construction for indoor use, and NEMA Type 3R construction for outdoor or wet location use, unless otherwise noted.

Box sizes shall not be less than that required by the Massachusetts Electrical Code.

Wiring Devices

Wiring Devices: NEMA WD 1.

Wiring devices for shall be specification grade, 20 ampere, ivory with Type 302 stainless steel plates. Ground fault current interrupter (GFCI) devices shall be provided where specified and/or required by applicable codes.

Panel boards

Panel boards: NEMA PB1, and UL 67.

Panel boards shall be door-in-door construction with copper bus. Circuit breakers shall be molded case, thermal magnetic, bolt-on type rated as noted, and rated to match panel board voltage and interrupting rating (22kA minimum). Circuit breakers should be capable of accepting up to #4 Awg wiring.

Panel board to be 100A, 1-phase, 120/240V with circuit breaker minimum quantities as shown on Contract Drawings. Provide 100A/2Pole main circuit breaker in panel, and sufficient breakers for lighting circuits and receptacle in cabinet.

Meter Sockets

Meter Sockets: UL 414, UL 486B, and ANSI C12.7.

Outdoor meter sockets are to be NEMA 3R, and have vandal-proof covers to protect utility kWh meters (if specified). Unless otherwise noted, meter sockets shall be ring less, with lever bypass, tin plated connections, and have provision for a fifth terminal on single-phase applications.

Meter Socket shall be either heavy duty or medium duty, 200 ampere, ring less, 5 terminal, with approximate dimensions of 19"H x 13"W x 5"D. (Milbank U9319-XL or approved equal). Socket to meet local utility requirements.

Highway Lighting Control Center Cabinets

Provide outdoor NEMA 3R Highway Lighting Control Center Cabinet. Contractor to size cabinet to coordinate with sizes of panel board and equipment to be installed within cabinets. Dimensions shown are typical and are for reference only. Cabinet to include all equipment shown or implied and all equipment shall be installed inside of cabinet without physical conflicts and per NEC. Cabinet to be sized for all necessary conduits, whether active, spare or future as listed on panel board schedules; along with proposed sports lighting contactors.

Cabinets to be manufactured from 14 gauge minimum stainless steel with 12 gauge steel panel, mounted inside. Cabinets to have integral keyed locking mechanism, keyed alike, with provision for pad-lock. Cabinets shall be ventilated type and factory painted black powder-coat. Cabinets to have door hold-open latches. .

Provide outdoor-rated 200A meter socket mounted on the side of the cabinet to meet local utility requirements. Meter socket to be 200A, 120/240V, 10kA minimum AIC, NEMA 3R.

Provide the following internal components:

- Duplex GFCI receptacle, white, 20A, with stainless steel cover
- SPST switch, rated 120V, 20A for internal light switch
- 120V, 75W incandescent light fixture in ceramic socket inside of cabinet
- On/Off/Auto selector switch, rated 120V, 10A in NEMA 1 enclosure (2 total)
- Time Clock, 120V, SPST, 20A in NEMA 1 enclosure, with 365day 24/7 astronomical digital time. (2 total)
- Lighting contactor, 6-pole, 30A, 240V rated, with 120V AC 10A minimum coil (2 total)
- Photo control, 120V, mounted through internal viewing window or drilled hole.
- Thermostat, 120V line voltage control, with 500W, 120V strip heater mounted inside of cabinet.
- Thermostat, 120V line voltage control with 100CFM exhaust fan mounted in cabinet.
- Louver in door with air filter.

Highway Lighting Control Center Cabinet to be installed on new concrete foundation as shown and as directed. Contractor responsible for coordinating foundation dimensions to be 6-inches wider than cabinet.

CONSTRUCTION METHODS

General

This Section covers the requirements for installation of materials, proper workmanship, testing, cleaning, grounding, and work methods to be followed by the Contractor. This Section also includes specific instructions and to be used in conjunction with the contract Drawings. Any discrepancies noted between the specification, Drawings, and actual installation shall be reported immediately. Failure on the part of the Contractor to report discrepancies immediately will be considered negligent.

Work will be coordinated such that systems can be properly located, and conflicts and delays are avoided.

Materials and Workmanship

The Contractor's work shall be executed in workmanlike manner and shall present neat, rectilinear and mechanical appearance when completed. Material and equipment shall be new and installed according to manufacturer's recommended best practice so that complete installation shall operate safely and efficiently.

Testing, Inspection and Cleaning

The Contractor will test wiring and connections for continuity and grounds before fixtures are connected; demonstrate insulation resistance by megger test as required at not less than 500 volts. Insulation resistance between conductors and grounds for secondary distribution systems shall meet National Electrical Code (NEC) requirements.

Grounding

The Contractor shall ensure bond and ground equipment and systems connected under this Section are in accordance with standards of the NEC and other applicable regulations and codes.

The Conduit system shall be electrically continuous throughout, grounded at service entrance. Equipment frames, enclosures, boxes, etc. shall be grounded by use of green-jacketed (or bare copper) ground, sized as per Table 250-95 of the NEC.

Green bonding jumper shall be installed in flexible conduits.

Copper fittings for ground connections shall conform to the requirements of ASTM B 30. All bolts, U-bolts, cap screws, nuts, and lock washers for copper fitting shall be of approved corrosion-resisting material.

Ground Rods to be furnished and installed under Item 813.71. Bonding connections to ground rods shall be permanent, welded or crimped, with copper connectors. All wire used for grounding shall be no smaller than #4 Awg copper, stranded conductor.

Highway Lighting Load Center Cabinet Installation

Contractor to provide new outdoor NEMA 3R stainless steel Highway Lighting Control Center Cabinet (factory painted color: black), with 100 or 200 amp, 5 terminal, meter socket mounted on the side of meter cabinet as indicated on the Drawings. Contractor to coordinate the incoming underground 100-amp service from the utility to the new Highway Lighting Control Center Cabinet. Cabinet must be painted black by manufacturer, as field painting is not acceptable.

BASIS OF PAYMENT

Work under this item shall be paid at the Contractor bid price per EACH under Item 823.60 Highway Lighting Load Center, Such payment shall constitute full compensation for all equipment, labor, materials, set up and incidental costs necessary to furnish and install new Highway Lighting Control Center Cabinet, electrical service, meter socket, concrete foundation, panel board and all other accessories and other ancillary labor and materials, all as described in the previous sections herein or as shown on the plans.

ITEM 866.112**12 INCH REFLECTORIZED WHITE LINE
(THERMOPLASTIC)****FOOT**

The work to be done under this item shall conform to the relevant provisions of Subsection 860 of the Standard Specifications and the following:

GENERAL

All striping shall be laid out in accordance with the Manual on Traffic Control Devices and as directed by the Town

Before applying any striping, the Contractor shall layout the proposed striping locations with temporary lines to assure proper alignment, which will be subject to approval of the Town prior to the commencement of the work.

BASIS OF PAYMENT

Payment for this item shall be at the Contract Unit Prices bid for Item 866.112 12 Inch ReflectORIZED White Line (Thermoplastic) per Foot for the actual pavement marking installed. Such payment shall include full compensation for all labor, materials, equipment, and other incidentals necessary for the satisfactory completion of this work as specified.

ITEM 999.**POLICE DETAILS****HOUR****GENERAL**

Work under this item shall consist of the furnishing of Police Details at project locations as directed by the Town. The decision to use a police detail at a specific project location shall be based upon the Town's review of the Contractor's traffic plan for the location.

It is the Contractor's responsibility to schedule the police detail in advance of each construction activities as review and approved by the Town. It is the Contractor's responsibility to cancel a Police Detail in a timely fashion. The Town will not reimburse the Contractor for a Police Detail when the cancellation notice is not given in a timely fashion. Lateness or failure to show on the part of the Contractor or inclement weather shall not excuse the Contractor from the obligation to give adequate notice to the Police Department. Payment for Police Details not cancelled as required will be the responsibility of the Contractor.

BASIS OF PAYMENT

Payment for this item shall be at the contract unit price per Hour for Item 999. Police Details as stated in the bid documents and shall be based on reimbursement of cancelled checks from the Contractor for Police Details used on the project.

13. APPENDIX A - WAGE RATE REQUIREMENTS

- **DEPARTMENT OF LABOR MINIMUM WAGE RATES**

SEE BELOW.

14. APPENDIX B - PROJECT PLANS

Separate File



MAURA HEALEY
Governor

KIM DRISCOLL
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

**As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H**

LAUREN JONES
Secretary

MICHAEL FLANAGAN
Director

Awarding Authority: Town of Natick, Massachusetts

Contract Number:

City/Town: NATICK

Description of Work: Invitation for Bids
Newfield Drive Complete Streets Projects
Off Newfield Drive

Job Location: Newfield Drive, Natick, MA 01760

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- **The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor.** For multi-year CM AT RISK projects, the awarding authority must request an annual update no later than two weeks before the anniversary date, determined as the earlier of: (a) the execution date of the GMP Amendment, or (b) the execution date of the first amendment to permit procurement of construction services. The annual update requirement is not applicable to 27F "rental of equipment" contracts. **The updated wage schedule must be provided to all contractors, including general and sub-contractors, working on the construction project.**
- This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the "Wage Request Number" on all pages of this schedule.
- An Awarding Authority must request an updated wage schedule if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule. For CM AT RISK projects (bid pursuant to G.L. c.149A), the earlier of: (a) the execution date of the GMP Amendment, or (b) the bid for the first construction scope of work must be within 90-days of the wage schedule issuance date.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. The wage schedule shall be made a part of the contract awarded for the project. The wage schedule must be posted in a conspicuous place at the work site for the life of the project in accordance with M.G.L. c. 149 § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project whether they are employed by the prime contractor, a filed sub-bidder, or a sub-contractor.
- Apprentices working on the project are required to be registered with the Massachusetts Division of Apprentice Standards (DAS). Apprentices must keep their apprentice identification card on their persons during all work hours on the project. An apprentice registered with DAS may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. **Any apprentice not registered with DAS regardless of whether they are registered with another federal, state, local, or private agency must be paid the journeyworker's rate.**
- Every contractor or subcontractor working on the construction project must submit weekly payroll reports and a Statement of Compliance directly to the awarding authority by mail or email and keep them on file for three years. Each weekly payroll report must contain: the employee's name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. For a sample payroll reporting form go to <http://www.mass.gov/dols/pw>.
- Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.
- Contractors must obtain the wage schedules from awarding authorities. Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and criminal penalties.
- Employees not receiving the prevailing wage rate set forth on the wage schedule may file a complaint with the Fair Labor Division of the office of the Attorney General at (617) 727-3465.

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Construction						
(2 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$35.95	\$13.41	\$16.01	\$0.00	\$65.37
(3 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.02	\$13.41	\$16.01	\$0.00	\$65.44
(4 & 5 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.14	\$13.41	\$16.01	\$0.00	\$65.56
ADS/SUBMERSIBLE PILOT <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2020	\$103.05	\$9.40	\$23.12	\$0.00	\$135.57
For apprentice rates see "Apprentice- PILE DRIVER"						
AIR TRACK OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2022	\$37.91	\$9.10	\$16.64	\$0.00	\$63.65
	06/01/2023	\$38.81	\$9.10	\$16.64	\$0.00	\$64.55
	12/01/2023	\$39.71	\$9.10	\$16.64	\$0.00	\$65.45
For apprentice rates see "Apprentice- LABORER"						
AIR TRACK OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2022	\$37.31	\$9.35	\$16.89	\$0.00	\$63.55
	06/01/2023	\$38.21	\$9.35	\$16.89	\$0.00	\$64.45
	12/01/2023	\$39.11	\$9.35	\$16.89	\$0.00	\$65.35
	06/01/2024	\$40.44	\$9.35	\$16.89	\$0.00	\$66.68
	12/01/2024	\$41.77	\$9.35	\$16.89	\$0.00	\$68.01
	06/01/2025	\$43.16	\$9.35	\$16.89	\$0.00	\$69.40
	12/01/2025	\$44.54	\$9.35	\$16.89	\$0.00	\$70.78
	06/01/2026	\$45.98	\$9.35	\$16.89	\$0.00	\$72.22
	12/01/2026	\$47.42	\$9.35	\$16.89	\$0.00	\$73.66
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
ASBESTOS REMOVER - PIPE / MECH. EQUIPT. <i>HEAT & FROST INSULATORS LOCAL 6 (BOSTON)</i>	12/01/2020	\$38.10	\$12.80	\$9.45	\$0.00	\$60.35
ASPHALT RAKER <i>LABORERS - ZONE 2</i>	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
ASPHALT RAKER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2022	\$36.81	\$9.35	\$16.89	\$0.00	\$63.05
	06/01/2023	\$37.71	\$9.35	\$16.89	\$0.00	\$63.95
	12/01/2023	\$38.61	\$9.35	\$16.89	\$0.00	\$64.85
	06/01/2024	\$39.94	\$9.35	\$16.89	\$0.00	\$66.18
	12/01/2024	\$41.27	\$9.35	\$16.89	\$0.00	\$67.51
	06/01/2025	\$42.66	\$9.35	\$16.89	\$0.00	\$68.90
	12/01/2025	\$44.04	\$9.35	\$16.89	\$0.00	\$70.28
	06/01/2026	\$45.48	\$9.35	\$16.89	\$0.00	\$71.72
	12/01/2026	\$46.92	\$9.35	\$16.89	\$0.00	\$73.16
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2022	\$53.63	\$14.25	\$16.05	\$0.00	\$83.93
	06/01/2023	\$54.88	\$14.25	\$16.05	\$0.00	\$85.18
	12/01/2023	\$56.13	\$14.25	\$16.05	\$0.00	\$86.43
	06/01/2024	\$57.43	\$14.25	\$16.05	\$0.00	\$87.73
	12/01/2024	\$58.88	\$14.25	\$16.05	\$0.00	\$89.18
	06/01/2025	\$60.18	\$14.25	\$16.05	\$0.00	\$90.48
	12/01/2025	\$61.63	\$14.25	\$16.05	\$0.00	\$91.93
	06/01/2026	\$62.93	\$14.25	\$16.05	\$0.00	\$93.23
	12/01/2026	\$64.38	\$14.25	\$16.05	\$0.00	\$94.68
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2022	\$53.63	\$14.25	\$16.05	\$0.00	\$83.93
	06/01/2023	\$54.88	\$14.25	\$16.05	\$0.00	\$85.18
	12/01/2023	\$56.13	\$14.25	\$16.05	\$0.00	\$86.43
	06/01/2024	\$57.43	\$14.25	\$16.05	\$0.00	\$87.73
	12/01/2024	\$58.88	\$14.25	\$16.05	\$0.00	\$89.18
	06/01/2025	\$60.18	\$14.25	\$16.05	\$0.00	\$90.48
	12/01/2025	\$61.63	\$14.25	\$16.05	\$0.00	\$91.93
	06/01/2026	\$62.93	\$14.25	\$16.05	\$0.00	\$93.23
	12/01/2026	\$64.38	\$14.25	\$16.05	\$0.00	\$94.68
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BARCO-TYPE JUMPING TAMPER <i>LABORERS - ZONE 2</i>	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER <i>LABORERS - ZONE 2</i>	12/01/2022	\$37.91	\$9.10	\$16.64	\$0.00	\$63.65
	06/01/2023	\$38.81	\$9.10	\$16.64	\$0.00	\$64.55
	12/01/2023	\$39.71	\$9.10	\$16.64	\$0.00	\$65.45
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2022	\$37.31	\$9.35	\$16.89	\$0.00	\$63.55
	06/01/2023	\$38.21	\$9.35	\$16.89	\$0.00	\$64.45
	12/01/2023	\$39.11	\$9.35	\$16.89	\$0.00	\$65.35
	06/01/2024	\$40.44	\$9.35	\$16.89	\$0.00	\$66.68
	12/01/2024	\$41.77	\$9.35	\$16.89	\$0.00	\$68.01
	06/01/2025	\$43.16	\$9.35	\$16.89	\$0.00	\$69.40
	12/01/2025	\$44.54	\$9.35	\$16.89	\$0.00	\$70.78
	06/01/2026	\$45.98	\$9.35	\$16.89	\$0.00	\$72.22
	12/01/2026	\$47.42	\$9.35	\$16.89	\$0.00	\$73.66
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
BOILER MAKER <i>BOILERMAKERS LOCAL 29</i>	01/01/2023	\$47.37	\$7.07	\$20.31	\$0.00	\$74.75
	01/01/2024	\$48.12	\$7.07	\$20.60	\$0.00	\$75.79

Apprentice - BOILERMAKER - Local 29

Effective Date - 01/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	65	\$30.79	\$7.07	\$13.22	\$0.00	\$51.08
2	65	\$30.79	\$7.07	\$13.22	\$0.00	\$51.08
3	70	\$33.16	\$7.07	\$14.23	\$0.00	\$54.46
4	75	\$35.53	\$7.07	\$15.24	\$0.00	\$57.84
5	80	\$37.90	\$7.07	\$16.25	\$0.00	\$61.22
6	85	\$40.26	\$7.07	\$17.28	\$0.00	\$64.61
7	90	\$42.63	\$7.07	\$18.28	\$0.00	\$67.98
8	95	\$45.00	\$7.07	\$19.32	\$0.00	\$71.39

Effective Date - 01/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	65	\$31.28	\$7.07	\$13.22	\$0.00	\$51.57
2	65	\$31.28	\$7.07	\$13.22	\$0.00	\$51.57
3	70	\$33.68	\$7.07	\$14.23	\$0.00	\$54.98
4	75	\$36.09	\$7.07	\$15.24	\$0.00	\$58.40
5	80	\$38.50	\$7.07	\$16.25	\$0.00	\$61.82
6	85	\$40.90	\$7.07	\$17.28	\$0.00	\$65.25
7	90	\$43.31	\$7.07	\$18.28	\$0.00	\$68.66
8	95	\$45.71	\$7.07	\$19.32	\$0.00	\$72.10

Notes:

Apprentice to Journeyworker Ratio:1:4

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING) <i>BRICKLAYERS LOCAL 3 (LOWELL)</i>	02/01/2023	\$58.21	\$11.49	\$21.65	\$0.00	\$91.35
	08/01/2023	\$60.26	\$11.49	\$21.65	\$0.00	\$93.40
	02/01/2024	\$61.51	\$11.49	\$21.65	\$0.00	\$94.65
	08/01/2024	\$63.61	\$11.49	\$21.65	\$0.00	\$96.75
	02/01/2025	\$64.91	\$11.49	\$21.65	\$0.00	\$98.05
	08/01/2025	\$67.06	\$11.49	\$21.65	\$0.00	\$100.20
	02/01/2026	\$68.41	\$11.49	\$21.65	\$0.00	\$101.55
	08/01/2026	\$70.61	\$11.49	\$21.65	\$0.00	\$103.75
	02/01/2027	\$72.01	\$11.49	\$21.65	\$0.00	\$105.15

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - BRICK/PLASTER/CEMENT MASON - Local 3 Lowell

Effective Date - 02/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$29.11	\$11.49	\$21.65	\$0.00	\$62.25
2	60	\$34.93	\$11.49	\$21.65	\$0.00	\$68.07
3	70	\$40.75	\$11.49	\$21.65	\$0.00	\$73.89
4	80	\$46.57	\$11.49	\$21.65	\$0.00	\$79.71
5	90	\$52.39	\$11.49	\$21.65	\$0.00	\$85.53

Effective Date - 08/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$30.13	\$11.49	\$21.65	\$0.00	\$63.27
2	60	\$36.16	\$11.49	\$21.65	\$0.00	\$69.30
3	70	\$42.18	\$11.49	\$21.65	\$0.00	\$75.32
4	80	\$48.21	\$11.49	\$21.65	\$0.00	\$81.35
5	90	\$54.23	\$11.49	\$21.65	\$0.00	\$87.37

Notes:

Apprentice to Journeyworker Ratio:1:5

BULLDOZER/GRADER/SCRAPER	12/01/2022	\$53.05	\$14.25	\$16.05	\$0.00	\$83.35
OPERATING ENGINEERS LOCAL 4	06/01/2023	\$54.29	\$14.25	\$16.05	\$0.00	\$84.59
	12/01/2023	\$55.53	\$14.25	\$16.05	\$0.00	\$85.83
	06/01/2024	\$56.81	\$14.25	\$16.05	\$0.00	\$87.11
	12/01/2024	\$58.25	\$14.25	\$16.05	\$0.00	\$88.55
	06/01/2025	\$59.53	\$14.25	\$16.05	\$0.00	\$89.83
	12/01/2025	\$60.97	\$14.25	\$16.05	\$0.00	\$91.27
	06/01/2026	\$62.25	\$14.25	\$16.05	\$0.00	\$92.55
	12/01/2026	\$63.69	\$14.25	\$16.05	\$0.00	\$93.99

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

CAISSON & UNDERPINNING BOTTOM MAN	12/01/2022	\$43.73	\$9.35	\$17.97	\$0.00	\$71.05
LABORERS - FOUNDATION AND MARINE	06/01/2023	\$44.73	\$9.35	\$17.97	\$0.00	\$72.05
	12/01/2023	\$45.98	\$9.35	\$17.97	\$0.00	\$73.30
	06/01/2024	\$47.46	\$9.35	\$17.97	\$0.00	\$74.78
	12/01/2024	\$48.93	\$9.35	\$17.97	\$0.00	\$76.25
	06/01/2025	\$50.43	\$9.35	\$17.97	\$0.00	\$77.75
	12/01/2025	\$51.93	\$9.35	\$17.97	\$0.00	\$79.25
	06/01/2026	\$53.48	\$9.35	\$17.97	\$0.00	\$80.80
	12/01/2026	\$54.98	\$9.35	\$17.97	\$0.00	\$82.30

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CAISSON & UNDERPINNING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2022	\$42.58	\$9.35	\$17.97	\$0.00	\$69.90
	06/01/2023	\$43.58	\$9.35	\$17.97	\$0.00	\$70.90
	12/01/2023	\$44.83	\$9.35	\$17.97	\$0.00	\$72.15
	06/01/2024	\$46.31	\$9.35	\$17.97	\$0.00	\$73.63
	12/01/2024	\$47.78	\$9.35	\$17.97	\$0.00	\$75.10
	06/01/2025	\$49.28	\$9.35	\$17.97	\$0.00	\$76.60
	12/01/2025	\$50.78	\$9.35	\$17.97	\$0.00	\$78.10
	06/01/2026	\$52.33	\$9.35	\$17.97	\$0.00	\$79.65
	12/01/2026	\$53.83	\$9.35	\$17.97	\$0.00	\$81.15
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING TOP MAN <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2022	\$42.58	\$9.35	\$17.97	\$0.00	\$69.90
	06/01/2023	\$43.58	\$9.35	\$17.97	\$0.00	\$70.90
	12/01/2023	\$44.83	\$9.35	\$17.97	\$0.00	\$72.15
	06/01/2024	\$46.31	\$9.35	\$17.97	\$0.00	\$73.63
	12/01/2024	\$47.78	\$9.35	\$17.97	\$0.00	\$75.10
	06/01/2025	\$49.28	\$9.35	\$17.97	\$0.00	\$76.60
	12/01/2025	\$50.78	\$9.35	\$17.97	\$0.00	\$78.10
	06/01/2026	\$52.33	\$9.35	\$17.97	\$0.00	\$79.65
	12/01/2026	\$53.83	\$9.35	\$17.97	\$0.00	\$81.15
For apprentice rates see "Apprentice- LABORER"						
CARBIDE CORE DRILL OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
CARPENTER <i>CARPENTERS -ZONE 2 (Eastern Massachusetts)</i>	03/01/2023	\$45.78	\$8.68	\$19.97	\$0.00	\$74.43

Apprentice - CARPENTER - Zone 2 Eastern MA

Effective Date - 03/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.89	\$8.68	\$1.73	\$0.00	\$33.30
2	60	\$27.47	\$8.68	\$1.73	\$0.00	\$37.88
3	70	\$32.05	\$8.68	\$14.78	\$0.00	\$55.51
4	75	\$34.34	\$8.68	\$14.78	\$0.00	\$57.80
5	80	\$36.62	\$8.68	\$16.51	\$0.00	\$61.81
6	80	\$36.62	\$8.68	\$16.51	\$0.00	\$61.81
7	90	\$41.20	\$8.68	\$18.24	\$0.00	\$68.12
8	90	\$41.20	\$8.68	\$18.24	\$0.00	\$68.12

Notes:

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80
Step 1&2 \$30.71/ 3&4 \$36.93/ 5&6 \$56.82/ 7&8 \$63.06

Apprentice to Journeyworker Ratio:1:5

CARPENTER WOOD FRAME <i>CARPENTERS-ZONE 3 (Wood Frame)</i>	04/01/2023	\$24.16	\$7.21	\$4.80	\$0.00	\$36.17
All Aspects of New Wood Frame Work						

Apprentice - CARPENTER (Wood Frame) - Zone 3
Effective Date - 04/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$14.50	\$7.21	\$0.00	\$0.00	\$21.71
2	60	\$14.50	\$7.21	\$0.00	\$0.00	\$21.71
3	65	\$15.70	\$7.21	\$0.00	\$0.00	\$22.91
4	70	\$16.91	\$7.21	\$0.00	\$0.00	\$24.12
5	75	\$18.12	\$7.21	\$3.80	\$0.00	\$29.13
6	80	\$19.33	\$7.21	\$3.80	\$0.00	\$30.34
7	85	\$20.54	\$7.21	\$3.80	\$0.00	\$31.55
8	90	\$21.74	\$7.21	\$3.80	\$0.00	\$32.75

Notes:

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80
Step 1&2 \$17.86/ 3&4 \$20.22/ 5&6 \$27.57/ 7&8 \$29.94

Apprentice to Journeyworker Ratio:1:5

CEMENT MASONRY/PLASTERING	01/01/2023	\$49.45	\$12.75	\$22.74	\$0.87	\$85.81
BRICKLAYERS LOCAL 3 (LOWELL)	07/01/2023	\$50.59	\$12.75	\$22.74	\$0.87	\$86.95
	01/01/2024	\$51.73	\$12.75	\$22.74	\$0.87	\$88.09

Apprentice - CEMENT MASONRY/PLASTERING - Lowell

Effective Date - 01/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.73	\$12.75	\$15.49	\$0.00	\$52.97
2	60	\$29.67	\$12.75	\$22.74	\$0.62	\$65.78
3	65	\$32.14	\$12.75	\$22.74	\$0.62	\$68.25
4	70	\$34.62	\$12.75	\$22.74	\$0.62	\$70.73
5	75	\$37.09	\$12.75	\$22.74	\$0.62	\$73.20
6	80	\$39.56	\$12.75	\$22.74	\$0.62	\$75.67
7	90	\$44.51	\$12.75	\$22.74	\$0.62	\$80.62

Effective Date - 07/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.30	\$12.75	\$15.49	\$0.00	\$53.54
2	60	\$30.35	\$12.75	\$22.74	\$0.62	\$66.46
3	65	\$32.88	\$12.75	\$22.74	\$0.62	\$68.99
4	70	\$35.41	\$12.75	\$22.74	\$0.62	\$71.52
5	75	\$37.94	\$12.75	\$22.74	\$0.62	\$74.05
6	80	\$40.47	\$12.75	\$22.74	\$0.62	\$76.58
7	90	\$45.53	\$12.75	\$22.74	\$0.62	\$81.64

Notes:

Steps 3,4 are 500 hrs. All other steps are 1,000 hrs.

Apprentice to Journeyworker Ratio:1:3

CHAIN SAW OPERATOR	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
LABORERS - ZONE 2	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95

For apprentice rates see "Apprentice- LABORER"

CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES	12/01/2022	\$54.68	\$14.25	\$16.05	\$0.00	\$84.98
OPERATING ENGINEERS LOCAL 4	06/01/2023	\$55.95	\$14.25	\$16.05	\$0.00	\$86.25
	12/01/2023	\$57.23	\$14.25	\$16.05	\$0.00	\$87.53
	06/01/2024	\$58.55	\$14.25	\$16.05	\$0.00	\$88.85
	12/01/2024	\$60.03	\$14.25	\$16.05	\$0.00	\$90.33
	06/01/2025	\$61.36	\$14.25	\$16.05	\$0.00	\$91.66
	12/01/2025	\$62.83	\$14.25	\$16.05	\$0.00	\$93.13
	06/01/2026	\$64.16	\$14.25	\$16.05	\$0.00	\$94.46
	12/01/2026	\$65.64	\$14.25	\$16.05	\$0.00	\$95.94

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
COMPRESSOR OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2022	\$35.08	\$14.25	\$16.05	\$0.00	\$65.38
	06/01/2023	\$35.90	\$14.25	\$16.05	\$0.00	\$66.20
	12/01/2023	\$36.72	\$14.25	\$16.05	\$0.00	\$67.02
	06/01/2024	\$37.57	\$14.25	\$16.05	\$0.00	\$67.87
	12/01/2024	\$38.52	\$14.25	\$16.05	\$0.00	\$68.82
	06/01/2025	\$39.37	\$14.25	\$16.05	\$0.00	\$69.67
	12/01/2025	\$40.32	\$14.25	\$16.05	\$0.00	\$70.62
	06/01/2026	\$41.18	\$14.25	\$16.05	\$0.00	\$71.48
	12/01/2026	\$42.13	\$14.25	\$16.05	\$0.00	\$72.43

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

DELEADER (BRIDGE) <i>PAINTERS LOCAL 35 - ZONE 2</i>	01/01/2023	\$56.06	\$8.65	\$23.05	\$0.00	\$87.76
	07/01/2023	\$57.26	\$8.65	\$23.05	\$0.00	\$88.96
	01/01/2024	\$58.46	\$8.65	\$23.05	\$0.00	\$90.16
	07/01/2024	\$59.66	\$8.65	\$23.05	\$0.00	\$91.36
	01/01/2025	\$60.86	\$8.65	\$23.05	\$0.00	\$92.56

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 01/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.03	\$8.65	\$0.00	\$0.00	\$36.68
2	55	\$30.83	\$8.65	\$6.27	\$0.00	\$45.75
3	60	\$33.64	\$8.65	\$6.84	\$0.00	\$49.13
4	65	\$36.44	\$8.65	\$7.41	\$0.00	\$52.50
5	70	\$39.24	\$8.65	\$19.63	\$0.00	\$67.52
6	75	\$42.05	\$8.65	\$20.20	\$0.00	\$70.90
7	80	\$44.85	\$8.65	\$20.77	\$0.00	\$74.27
8	90	\$50.45	\$8.65	\$21.91	\$0.00	\$81.01

Effective Date - 07/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.63	\$8.65	\$0.00	\$0.00	\$37.28
2	55	\$31.49	\$8.65	\$6.27	\$0.00	\$46.41
3	60	\$34.36	\$8.65	\$6.84	\$0.00	\$49.85
4	65	\$37.22	\$8.65	\$7.41	\$0.00	\$53.28
5	70	\$40.08	\$8.65	\$19.63	\$0.00	\$68.36
6	75	\$42.95	\$8.65	\$20.20	\$0.00	\$71.80
7	80	\$45.81	\$8.65	\$20.77	\$0.00	\$75.23
8	90	\$51.53	\$8.65	\$21.91	\$0.00	\$82.09

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

DEMO: ADZEMAN <i>LABORERS - ZONE 2</i>	12/01/2022	\$43.33	\$9.10	\$17.57	\$0.00	\$70.00
	06/01/2023	\$44.33	\$9.10	\$17.57	\$0.00	\$71.00
	12/01/2023	\$45.58	\$9.10	\$17.57	\$0.00	\$72.25

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER"						
DEMO: BACKHOE/LOADER/HAMMER OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2022	\$44.33	\$9.10	\$17.57	\$0.00	\$71.00
	06/01/2023	\$45.33	\$9.10	\$17.57	\$0.00	\$72.00
	12/01/2023	\$46.58	\$9.10	\$17.57	\$0.00	\$73.25
For apprentice rates see "Apprentice- LABORER"						
DEMO: BURNERS <i>LABORERS - ZONE 2</i>	12/01/2022	\$44.08	\$9.10	\$17.57	\$0.00	\$70.75
	06/01/2023	\$45.08	\$9.10	\$17.57	\$0.00	\$71.75
	12/01/2023	\$46.33	\$9.10	\$17.57	\$0.00	\$73.00
For apprentice rates see "Apprentice- LABORER"						
DEMO: CONCRETE CUTTER/SAWYER <i>LABORERS - ZONE 2</i>	12/01/2022	\$44.33	\$9.10	\$17.57	\$0.00	\$71.00
	06/01/2023	\$45.33	\$9.10	\$17.57	\$0.00	\$72.00
	12/01/2023	\$46.58	\$9.10	\$17.57	\$0.00	\$73.25
For apprentice rates see "Apprentice- LABORER"						
DEMO: JACKHAMMER OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2022	\$44.08	\$9.10	\$17.57	\$0.00	\$70.75
	06/01/2023	\$45.08	\$9.10	\$17.57	\$0.00	\$71.75
	12/01/2023	\$46.33	\$9.10	\$17.57	\$0.00	\$73.00
For apprentice rates see "Apprentice- LABORER"						
DEMO: WRECKING LABORER <i>LABORERS - ZONE 2</i>	12/01/2022	\$43.33	\$9.10	\$17.57	\$0.00	\$70.00
	06/01/2023	\$44.33	\$9.10	\$17.57	\$0.00	\$71.00
	12/01/2023	\$45.58	\$9.10	\$17.57	\$0.00	\$72.25
For apprentice rates see "Apprentice- LABORER"						
DIRECTIONAL DRILL MACHINE OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2022	\$53.05	\$14.25	\$16.05	\$0.00	\$83.35
	06/01/2023	\$54.29	\$14.25	\$16.05	\$0.00	\$84.59
	12/01/2023	\$55.53	\$14.25	\$16.05	\$0.00	\$85.83
	06/01/2024	\$56.81	\$14.25	\$16.05	\$0.00	\$87.11
	12/01/2024	\$58.25	\$14.25	\$16.05	\$0.00	\$88.55
	06/01/2025	\$59.53	\$14.25	\$16.05	\$0.00	\$89.83
	12/01/2025	\$60.97	\$14.25	\$16.05	\$0.00	\$91.27
	06/01/2026	\$62.25	\$14.25	\$16.05	\$0.00	\$92.55
	12/01/2026	\$63.69	\$14.25	\$16.05	\$0.00	\$93.99
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2020	\$68.70	\$9.40	\$23.12	\$0.00	\$101.22
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2020	\$49.07	\$9.40	\$23.12	\$0.00	\$81.59
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2020	\$73.60	\$9.40	\$23.12	\$0.00	\$106.12
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER/SLURRY (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2020	\$103.05	\$9.40	\$23.12	\$0.00	\$135.57
For apprentice rates see "Apprentice- PILE DRIVER"						
DRAWBRIDGE OPERATOR (Construction) <i>DRAWBRIDGE - SEIU LOCAL 888</i>	07/01/2020	\$26.77	\$6.67	\$3.93	\$0.16	\$37.53
ELECTRICIAN <i>ELECTRICIANS LOCAL 103</i>	03/01/2023	\$59.23	\$13.00	\$21.63	\$0.00	\$93.86

Classification

Effective Date

Base Wage

Health

Pension

Supplemental
Unemployment

Total Rate

Apprentice - *ELECTRICIAN - Local 103***Effective Date -** 03/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$23.69	\$13.00	\$0.71	\$0.00	\$37.40
2	40	\$23.69	\$13.00	\$0.71	\$0.00	\$37.40
3	45	\$26.65	\$13.00	\$16.13	\$0.00	\$55.78
4	45	\$26.65	\$13.00	\$16.13	\$0.00	\$55.78
5	50	\$29.62	\$13.00	\$16.63	\$0.00	\$59.25
6	55	\$32.58	\$13.00	\$17.13	\$0.00	\$62.71
7	60	\$35.54	\$13.00	\$17.63	\$0.00	\$66.17
8	65	\$38.50	\$13.00	\$18.13	\$0.00	\$69.63
9	70	\$41.46	\$13.00	\$18.62	\$0.00	\$73.08
10	75	\$44.42	\$13.00	\$19.13	\$0.00	\$76.55

Notes:

App Prior 1/1/03; 30/35/40/45/50/55/65/70/75/80

Apprentice to Journeyworker Ratio:2:3***

ELEVATOR CONSTRUCTOR

ELEVATOR CONSTRUCTORS LOCAL 4

01/01/2022

\$65.62

\$16.03

\$20.21

\$0.00

\$101.86

Apprentice - *ELEVATOR CONSTRUCTOR - Local 4***Effective Date -** 01/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$32.81	\$16.03	\$0.00	\$0.00	\$48.84
2	55	\$36.09	\$16.03	\$20.21	\$0.00	\$72.33
3	65	\$42.65	\$16.03	\$20.21	\$0.00	\$78.89
4	70	\$45.93	\$16.03	\$20.21	\$0.00	\$82.17
5	80	\$52.50	\$16.03	\$20.21	\$0.00	\$88.74

Notes:

Steps 1-2 are 6 mos.; Steps 3-5 are 1 year

Apprentice to Journeyworker Ratio:1:1

ELEVATOR CONSTRUCTOR HELPER

ELEVATOR CONSTRUCTORS LOCAL 4

01/01/2022

\$45.93

\$16.03

\$20.21

\$0.00

\$82.17

For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FENCE & GUARD RAIL ERECTOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2022	\$36.81	\$9.35	\$16.89	\$0.00	\$63.05
	06/01/2023	\$37.71	\$9.35	\$16.89	\$0.00	\$63.95
	12/01/2023	\$38.61	\$9.35	\$16.89	\$0.00	\$64.85
	06/01/2024	\$39.94	\$9.35	\$16.89	\$0.00	\$66.18
	12/01/2024	\$41.27	\$9.35	\$16.89	\$0.00	\$67.51
	06/01/2025	\$42.66	\$9.35	\$16.89	\$0.00	\$68.90
	12/01/2025	\$44.04	\$9.35	\$16.89	\$0.00	\$70.28
	06/01/2026	\$45.48	\$9.35	\$16.89	\$0.00	\$71.72
	12/01/2026	\$46.92	\$9.35	\$16.89	\$0.00	\$73.16
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	11/05/2022	\$48.67	\$14.25	\$16.05	\$0.00	\$78.97
	05/01/2023	\$49.91	\$14.25	\$16.05	\$0.00	\$80.21
	11/01/2023	\$51.15	\$14.25	\$16.05	\$0.00	\$81.45
	05/01/2024	\$52.39	\$14.25	\$16.05	\$0.00	\$82.69
	11/01/2024	\$53.68	\$14.25	\$16.05	\$0.00	\$83.98
	05/01/2025	\$55.12	\$14.25	\$16.05	\$0.00	\$85.42
	11/01/2025	\$56.41	\$14.25	\$16.05	\$0.00	\$86.71
	05/01/2026	\$57.85	\$14.25	\$16.05	\$0.00	\$88.15
	11/01/2026	\$59.14	\$14.25	\$16.05	\$0.00	\$89.44
	05/01/2027	\$60.57	\$14.25	\$16.05	\$0.00	\$90.87
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	11/01/2022	\$50.22	\$14.25	\$16.05	\$0.00	\$80.52
	05/01/2023	\$51.47	\$14.25	\$16.05	\$0.00	\$81.77
	11/01/2023	\$52.72	\$14.25	\$16.05	\$0.00	\$83.02
	05/01/2024	\$53.97	\$14.25	\$16.05	\$0.00	\$84.27
	11/01/2024	\$55.27	\$14.25	\$16.05	\$0.00	\$85.57
	05/01/2025	\$56.72	\$14.25	\$16.05	\$0.00	\$87.02
	11/01/2025	\$58.02	\$14.25	\$16.05	\$0.00	\$88.32
	05/01/2026	\$59.47	\$14.25	\$16.05	\$0.00	\$89.77
	11/01/2026	\$60.77	\$14.25	\$16.05	\$0.00	\$91.07
	05/01/2027	\$62.22	\$14.25	\$16.05	\$0.00	\$92.52
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	11/01/2022	\$24.31	\$14.25	\$16.05	\$0.00	\$54.61
	05/01/2023	\$25.05	\$14.25	\$16.05	\$0.00	\$55.35
	11/01/2023	\$25.78	\$14.25	\$16.05	\$0.00	\$56.08
	05/01/2024	\$26.51	\$14.25	\$16.05	\$0.00	\$56.81
	11/01/2024	\$27.27	\$14.25	\$16.05	\$0.00	\$57.57
	05/01/2025	\$28.12	\$14.25	\$16.05	\$0.00	\$58.42
	11/01/2025	\$28.88	\$14.25	\$16.05	\$0.00	\$59.18
	05/01/2026	\$29.73	\$14.25	\$16.05	\$0.00	\$60.03
	11/01/2026	\$30.49	\$14.25	\$16.05	\$0.00	\$60.79
	05/01/2027	\$31.34	\$14.25	\$16.05	\$0.00	\$61.64
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIRE ALARM INSTALLER <i>ELECTRICIANS LOCAL 103</i>	03/01/2023	\$59.23	\$13.00	\$21.63	\$0.00	\$93.86
For apprentice rates see "Apprentice- ELECTRICIAN"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIRE ALARM REPAIR / MAINTENANCE / COMMISSIONING <i>ELECTRICIANS</i>	03/01/2023	\$48.34	\$13.00	\$19.01	\$0.00	\$80.35
<i>LOCAL 103</i> For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"						
FIREMAN (ASST. ENGINEER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2022	\$43.54	\$14.25	\$16.05	\$0.00	\$73.84
	06/01/2023	\$44.56	\$14.25	\$16.05	\$0.00	\$74.86
	12/01/2023	\$45.57	\$14.25	\$16.05	\$0.00	\$75.87
	06/01/2024	\$46.63	\$14.25	\$16.05	\$0.00	\$76.93
	12/01/2024	\$47.81	\$14.25	\$16.05	\$0.00	\$78.11
	06/01/2025	\$48.87	\$14.25	\$16.05	\$0.00	\$79.17
	12/01/2025	\$50.04	\$14.25	\$16.05	\$0.00	\$80.34
	06/01/2026	\$51.10	\$14.25	\$16.05	\$0.00	\$81.40
	12/01/2026	\$52.28	\$14.25	\$16.05	\$0.00	\$82.58
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FLAGGER & SIGNALER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2022	\$25.23	\$9.35	\$16.89	\$0.00	\$51.47
	06/01/2023	\$25.98	\$9.35	\$16.89	\$0.00	\$52.22
	12/01/2023	\$25.98	\$9.35	\$16.89	\$0.00	\$52.22
	06/01/2024	\$27.01	\$9.35	\$16.89	\$0.00	\$53.25
	12/01/2024	\$27.01	\$9.35	\$16.89	\$0.00	\$53.25
	06/01/2025	\$28.09	\$9.35	\$16.89	\$0.00	\$54.33
	12/01/2025	\$28.09	\$9.35	\$16.89	\$0.00	\$54.33
	06/01/2026	\$29.21	\$9.35	\$16.89	\$0.00	\$55.45
	12/01/2026	\$29.21	\$9.35	\$16.89	\$0.00	\$55.45
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
FLOORCOVERER <i>FLOORCOVERERS LOCAL 2168 ZONE I</i>	03/01/2022	\$49.93	\$8.68	\$20.27	\$0.00	\$78.88

Apprentice - FLOORCOVERER - Local 2168 Zone I

Effective Date - 03/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.97	\$8.68	\$1.79	\$0.00	\$35.44
2	55	\$27.46	\$8.68	\$1.79	\$0.00	\$37.93
3	60	\$29.96	\$8.68	\$14.90	\$0.00	\$53.54
4	65	\$32.45	\$8.68	\$14.90	\$0.00	\$56.03
5	70	\$34.95	\$8.68	\$16.69	\$0.00	\$60.32
6	75	\$37.45	\$8.68	\$16.69	\$0.00	\$62.82
7	80	\$39.94	\$8.68	\$18.48	\$0.00	\$67.10
8	85	\$42.44	\$8.68	\$18.48	\$0.00	\$69.60

Notes: Steps are 750 hrs.
% After 10/1/17; 45/45/55/55/70/70/80/80 (1500hr Steps)
Step 1&2 \$32.94/ 3&4 \$39.66/ 5&6 \$60.32/ 7&8 \$67.10

Apprentice to Journeyworker Ratio:1:1

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FORK LIFT/CHERRY PICKER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2022	\$53.63	\$14.25	\$16.05	\$0.00	\$83.93
	06/01/2023	\$54.88	\$14.25	\$16.05	\$0.00	\$85.18
	12/01/2023	\$56.13	\$14.25	\$16.05	\$0.00	\$86.43
	06/01/2024	\$57.43	\$14.25	\$16.05	\$0.00	\$87.73
	12/01/2024	\$58.88	\$14.25	\$16.05	\$0.00	\$89.18
	06/01/2025	\$60.18	\$14.25	\$16.05	\$0.00	\$90.48
	12/01/2025	\$61.63	\$14.25	\$16.05	\$0.00	\$91.93
	06/01/2026	\$62.93	\$14.25	\$16.05	\$0.00	\$93.23
	12/01/2026	\$64.38	\$14.25	\$16.05	\$0.00	\$94.68
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GENERATOR/LIGHTING PLANT/HEATERS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2022	\$35.08	\$14.25	\$16.05	\$0.00	\$65.38
	06/01/2023	\$35.90	\$14.25	\$16.05	\$0.00	\$66.20
	12/01/2023	\$36.72	\$14.25	\$16.05	\$0.00	\$67.02
	06/01/2024	\$37.57	\$14.25	\$16.05	\$0.00	\$67.87
	12/01/2024	\$38.52	\$14.25	\$16.05	\$0.00	\$68.82
	06/01/2025	\$39.37	\$14.25	\$16.05	\$0.00	\$69.67
	12/01/2025	\$40.32	\$14.25	\$16.05	\$0.00	\$70.62
	06/01/2026	\$41.18	\$14.25	\$16.05	\$0.00	\$71.48
	12/01/2026	\$42.13	\$14.25	\$16.05	\$0.00	\$72.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS) <i>GLAZIERS LOCAL 35 (ZONE 2)</i>	01/01/2023	\$45.56	\$8.65	\$23.05	\$0.00	\$77.26
	07/01/2023	\$46.76	\$8.65	\$23.05	\$0.00	\$78.46
	01/01/2024	\$47.96	\$8.65	\$23.05	\$0.00	\$79.66
	07/01/2024	\$49.16	\$8.65	\$23.05	\$0.00	\$80.86
	01/01/2025	\$50.36	\$8.65	\$23.05	\$0.00	\$82.06

Classification
Effective Date
Base Wage
Health
Pension
**Supplemental
Unemployment**
Total Rate
Apprentice - GLAZIER - Local 35 Zone 2
Effective Date - 01/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.78	\$8.65	\$0.00	\$0.00	\$31.43
2	55	\$25.06	\$8.65	\$6.27	\$0.00	\$39.98
3	60	\$27.34	\$8.65	\$6.84	\$0.00	\$42.83
4	65	\$29.61	\$8.65	\$7.41	\$0.00	\$45.67
5	70	\$31.89	\$8.65	\$19.63	\$0.00	\$60.17
6	75	\$34.17	\$8.65	\$20.20	\$0.00	\$63.02
7	80	\$36.45	\$8.65	\$20.77	\$0.00	\$65.87
8	90	\$41.00	\$8.65	\$21.91	\$0.00	\$71.56

Effective Date - 07/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.38	\$8.65	\$0.00	\$0.00	\$32.03
2	55	\$25.72	\$8.65	\$6.27	\$0.00	\$40.64
3	60	\$28.06	\$8.65	\$6.84	\$0.00	\$43.55
4	65	\$30.39	\$8.65	\$7.41	\$0.00	\$46.45
5	70	\$32.73	\$8.65	\$19.63	\$0.00	\$61.01
6	75	\$35.07	\$8.65	\$20.20	\$0.00	\$63.92
7	80	\$37.41	\$8.65	\$20.77	\$0.00	\$66.83
8	90	\$42.08	\$8.65	\$21.91	\$0.00	\$72.64

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1
HOISTING ENGINEER/CRANES/GRADALLS
OPERATING ENGINEERS LOCAL 4

12/01/2022	\$53.63	\$14.25	\$16.05	\$0.00	\$83.93
06/01/2023	\$54.88	\$14.25	\$16.05	\$0.00	\$85.18
12/01/2023	\$56.13	\$14.25	\$16.05	\$0.00	\$86.43
06/01/2024	\$57.43	\$14.25	\$16.05	\$0.00	\$87.73
12/01/2024	\$58.88	\$14.25	\$16.05	\$0.00	\$89.18
06/01/2025	\$60.18	\$14.25	\$16.05	\$0.00	\$90.48
12/01/2025	\$61.63	\$14.25	\$16.05	\$0.00	\$91.93
06/01/2026	\$62.93	\$14.25	\$16.05	\$0.00	\$93.23
12/01/2026	\$64.38	\$14.25	\$16.05	\$0.00	\$94.68

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - OPERATING ENGINEERS - Local 4

Effective Date - 12/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$29.50	\$14.25	\$0.00	\$0.00	\$43.75
2	60	\$32.18	\$14.25	\$16.05	\$0.00	\$62.48
3	65	\$34.86	\$14.25	\$16.05	\$0.00	\$65.16
4	70	\$37.54	\$14.25	\$16.05	\$0.00	\$67.84
5	75	\$40.22	\$14.25	\$16.05	\$0.00	\$70.52
6	80	\$42.90	\$14.25	\$16.05	\$0.00	\$73.20
7	85	\$45.59	\$14.25	\$16.05	\$0.00	\$75.89
8	90	\$48.27	\$14.25	\$16.05	\$0.00	\$78.57

Effective Date - 06/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$30.18	\$14.25	\$0.00	\$0.00	\$44.43
2	60	\$32.93	\$14.25	\$16.05	\$0.00	\$63.23
3	65	\$35.67	\$14.25	\$16.05	\$0.00	\$65.97
4	70	\$38.42	\$14.25	\$16.05	\$0.00	\$68.72
5	75	\$41.16	\$14.25	\$16.05	\$0.00	\$71.46
6	80	\$43.90	\$14.25	\$16.05	\$0.00	\$74.20
7	85	\$46.65	\$14.25	\$16.05	\$0.00	\$76.95
8	90	\$49.39	\$14.25	\$16.05	\$0.00	\$79.69

Notes:

Apprentice to Journeyworker Ratio:1:6

HVAC (DUCTWORK) SHEETMETAL WORKERS LOCAL 17 - A	02/01/2023	\$55.31	\$14.11	\$26.64	\$2.83	\$98.89
	08/01/2023	\$57.01	\$14.11	\$26.64	\$2.83	\$100.59
	02/01/2024	\$58.71	\$14.11	\$26.64	\$2.83	\$102.29
	08/01/2024	\$60.46	\$14.11	\$26.64	\$2.83	\$104.04
	02/01/2025	\$62.21	\$14.11	\$26.64	\$2.83	\$105.79
	08/01/2025	\$64.06	\$14.11	\$26.64	\$2.83	\$107.64
	02/01/2026	\$66.01	\$14.11	\$26.64	\$2.83	\$109.59
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (ELECTRICAL CONTROLS) ELECTRICIANS LOCAL 103	03/01/2023	\$59.23	\$13.00	\$21.63	\$0.00	\$93.86
For apprentice rates see "Apprentice- ELECTRICIAN"						
HVAC (TESTING AND BALANCING - AIR) SHEETMETAL WORKERS LOCAL 17 - A	02/01/2023	\$55.31	\$14.11	\$26.64	\$2.83	\$98.89
	08/01/2023	\$57.01	\$14.11	\$26.64	\$2.83	\$100.59
	02/01/2024	\$58.71	\$14.11	\$26.64	\$2.83	\$102.29
	08/01/2024	\$60.46	\$14.11	\$26.64	\$2.83	\$104.04
	02/01/2025	\$62.21	\$14.11	\$26.64	\$2.83	\$105.79
	08/01/2025	\$64.06	\$14.11	\$26.64	\$2.83	\$107.64
	02/01/2026	\$66.01	\$14.11	\$26.64	\$2.83	\$109.59

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (TESTING AND BALANCING -WATER) <i>PIPEFITTERS LOCAL 537</i>	03/01/2023	\$63.43	\$12.50	\$20.80	\$0.00	\$96.73
	09/01/2023	\$65.18	\$12.50	\$20.80	\$0.00	\$98.48
	03/01/2024	\$66.98	\$12.50	\$20.80	\$0.00	\$100.28
	09/01/2024	\$68.78	\$12.50	\$20.80	\$0.00	\$102.08
	03/01/2025	\$70.58	\$12.50	\$20.80	\$0.00	\$103.88
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HVAC MECHANIC <i>PIPEFITTERS LOCAL 537</i>	03/01/2023	\$63.43	\$12.25	\$20.80	\$0.00	\$96.48
	09/01/2023	\$65.18	\$12.25	\$20.80	\$0.00	\$98.23
	03/01/2024	\$66.98	\$12.25	\$20.80	\$0.00	\$100.03
	09/01/2024	\$68.78	\$12.25	\$20.80	\$0.00	\$101.83
	03/01/2025	\$70.58	\$12.25	\$20.80	\$0.00	\$103.63
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HYDRAULIC DRILLS <i>LABORERS - ZONE 2</i>	12/01/2022	\$37.91	\$9.10	\$16.64	\$0.00	\$63.65
	06/01/2023	\$38.81	\$9.10	\$16.64	\$0.00	\$64.55
	12/01/2023	\$39.71	\$9.10	\$16.64	\$0.00	\$65.45
For apprentice rates see "Apprentice- LABORER"						
HYDRAULIC DRILLS (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2022	\$37.31	\$9.35	\$16.89	\$0.00	\$63.55
	06/01/2023	\$38.21	\$9.35	\$16.89	\$0.00	\$64.45
	12/01/2023	\$39.11	\$9.35	\$16.89	\$0.00	\$65.35
	06/01/2024	\$40.44	\$9.35	\$16.89	\$0.00	\$66.68
	12/01/2024	\$41.77	\$9.35	\$16.89	\$0.00	\$68.01
	06/01/2025	\$43.16	\$9.35	\$16.89	\$0.00	\$69.40
	12/01/2025	\$44.54	\$9.35	\$16.89	\$0.00	\$70.78
	06/01/2026	\$45.98	\$9.35	\$16.89	\$0.00	\$72.22
	12/01/2026	\$47.42	\$9.35	\$16.89	\$0.00	\$73.66
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
INSULATOR (PIPES & TANKS) <i>HEAT & FROST INSULATORS LOCAL 6 (BOSTON)</i>	09/01/2022	\$53.85	\$13.80	\$17.14	\$0.00	\$84.79

Apprentice - ASBESTOS INSULATOR (Pipes & Tanks) - Local 6 Boston

Effective Date - 09/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.93	\$13.80	\$12.42	\$0.00	\$53.15
2	60	\$32.31	\$13.80	\$13.36	\$0.00	\$59.47
3	70	\$37.70	\$13.80	\$14.31	\$0.00	\$65.81
4	80	\$43.08	\$13.80	\$15.25	\$0.00	\$72.13

Notes:

Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

IRONWORKER/WELDER <i>IRONWORKERS LOCAL 7 (BOSTON AREA)</i>	09/16/2022	\$51.59	\$8.25	\$26.70	\$0.00	\$86.54
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Apprentice - IRONWORKER - Local 7 Boston

Effective Date - 09/16/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$30.95	\$8.25	\$26.70	\$0.00	\$65.90
2	70	\$36.11	\$8.25	\$26.70	\$0.00	\$71.06
3	75	\$38.69	\$8.25	\$26.70	\$0.00	\$73.64
4	80	\$41.27	\$8.25	\$26.70	\$0.00	\$76.22
5	85	\$43.85	\$8.25	\$26.70	\$0.00	\$78.80
6	90	\$46.43	\$8.25	\$26.70	\$0.00	\$81.38

Notes:

Apprentice to Journeyworker Ratio:1:4

JACKHAMMER & PAVING BREAKER OPERATOR	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
LABORERS - ZONE 2	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
LABORER	12/01/2022	\$37.16	\$9.10	\$16.64	\$0.00	\$62.90
LABORERS - ZONE 2	06/01/2023	\$38.06	\$9.10	\$16.64	\$0.00	\$63.80
	12/01/2023	\$38.96	\$9.10	\$16.64	\$0.00	\$64.70

Apprentice - LABORER - Zone 2

Effective Date - 12/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$22.30	\$9.10	\$16.64	\$0.00	\$48.04
2	70	\$26.01	\$9.10	\$16.64	\$0.00	\$51.75
3	80	\$29.73	\$9.10	\$16.64	\$0.00	\$55.47
4	90	\$33.44	\$9.10	\$16.64	\$0.00	\$59.18

Effective Date - 06/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$22.84	\$9.10	\$16.64	\$0.00	\$48.58
2	70	\$26.64	\$9.10	\$16.64	\$0.00	\$52.38
3	80	\$30.45	\$9.10	\$16.64	\$0.00	\$56.19
4	90	\$34.25	\$9.10	\$16.64	\$0.00	\$59.99

Notes:

Apprentice to Journeyworker Ratio:1:5

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER (HEAVY & HIGHWAY)	12/01/2022	\$36.56	\$9.35	\$16.89	\$0.00	\$62.80
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	06/01/2023	\$37.46	\$9.35	\$16.89	\$0.00	\$63.70
	12/01/2023	\$38.36	\$9.35	\$16.89	\$0.00	\$64.60
	06/01/2024	\$39.69	\$9.35	\$16.89	\$0.00	\$65.93
	12/01/2024	\$41.02	\$9.35	\$16.89	\$0.00	\$67.26
	06/01/2025	\$42.41	\$9.35	\$16.89	\$0.00	\$68.65
	12/01/2025	\$43.79	\$9.35	\$16.89	\$0.00	\$70.03
	06/01/2026	\$45.23	\$9.35	\$16.89	\$0.00	\$71.47
	12/01/2026	\$46.67	\$9.35	\$16.89	\$0.00	\$72.91

Apprentice - LABORER (Heavy & Highway) - Zone 2

Effective Date - 12/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$21.94	\$9.35	\$16.89	\$0.00	\$48.18
2	70	\$25.59	\$9.35	\$16.89	\$0.00	\$51.83
3	80	\$29.25	\$9.35	\$16.89	\$0.00	\$55.49
4	90	\$32.90	\$9.35	\$16.89	\$0.00	\$59.14

Effective Date - 06/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$22.48	\$9.35	\$16.89	\$0.00	\$48.72
2	70	\$26.22	\$9.35	\$16.89	\$0.00	\$52.46
3	80	\$29.97	\$9.35	\$16.89	\$0.00	\$56.21
4	90	\$33.71	\$9.35	\$16.89	\$0.00	\$59.95

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER: CARPENTER TENDER	12/01/2022	\$37.16	\$9.10	\$16.64	\$0.00	\$62.90
LABORERS - ZONE 2	06/01/2023	\$38.06	\$9.10	\$16.64	\$0.00	\$63.80
	12/01/2023	\$38.96	\$9.10	\$16.64	\$0.00	\$64.70
For apprentice rates see "Apprentice- LABORER"						
LABORER: CEMENT FINISHER TENDER	12/01/2022	\$37.16	\$9.10	\$16.64	\$0.00	\$62.90
LABORERS - ZONE 2	06/01/2023	\$38.06	\$9.10	\$16.64	\$0.00	\$63.80
	12/01/2023	\$38.96	\$9.10	\$16.64	\$0.00	\$64.70
For apprentice rates see "Apprentice- LABORER"						
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER	12/01/2022	\$37.25	\$9.10	\$16.70	\$0.00	\$63.05
LABORERS - ZONE 2	06/01/2023	\$38.15	\$9.10	\$16.70	\$0.00	\$63.95
	12/01/2023	\$39.05	\$9.10	\$16.70	\$0.00	\$64.85
For apprentice rates see "Apprentice- LABORER"						
LABORER: MASON TENDER	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
LABORERS - ZONE 2	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: MASON TENDER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2022	\$36.81	\$9.35	\$16.89	\$0.00	\$63.05
	06/01/2023	\$37.71	\$9.35	\$16.89	\$0.00	\$63.95
	12/01/2023	\$38.61	\$9.35	\$16.89	\$0.00	\$64.85
	06/01/2024	\$39.94	\$9.35	\$16.89	\$0.00	\$66.18
	12/01/2024	\$41.27	\$9.35	\$16.89	\$0.00	\$67.51
	06/01/2025	\$42.66	\$9.35	\$16.89	\$0.00	\$68.90
	12/01/2025	\$44.04	\$9.35	\$16.89	\$0.00	\$70.28
	06/01/2026	\$45.48	\$9.35	\$16.89	\$0.00	\$71.72
	12/01/2026	\$46.92	\$9.35	\$16.89	\$0.00	\$73.16
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
LABORER: MULTI-TRADE TENDER <i>LABORERS - ZONE 2</i>	12/01/2022	\$37.16	\$9.10	\$16.64	\$0.00	\$62.90
	06/01/2023	\$38.06	\$9.10	\$16.64	\$0.00	\$63.80
	12/01/2023	\$38.96	\$9.10	\$16.64	\$0.00	\$64.70
For apprentice rates see "Apprentice- LABORER"						
LABORER: TREE REMOVER <i>LABORERS - ZONE 2</i>	12/01/2022	\$37.16	\$9.10	\$16.64	\$0.00	\$62.90
	06/01/2023	\$38.06	\$9.10	\$16.64	\$0.00	\$63.80
	12/01/2023	\$38.96	\$9.10	\$16.64	\$0.00	\$64.70
This classification applies to the removal of standing trees, and the trimming and removal of branches and limbs when related to public works construction or site clearance incidental to construction . For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2022	\$36.81	\$9.35	\$16.89	\$0.00	\$63.05
	06/01/2023	\$37.71	\$9.35	\$16.89	\$0.00	\$63.95
	12/01/2023	\$38.61	\$9.35	\$16.89	\$0.00	\$64.85
	06/01/2024	\$39.94	\$9.35	\$16.89	\$0.00	\$66.18
	12/01/2024	\$41.27	\$9.35	\$16.89	\$0.00	\$67.51
	06/01/2025	\$42.66	\$9.35	\$16.89	\$0.00	\$68.90
	12/01/2025	\$44.04	\$9.35	\$16.89	\$0.00	\$70.28
	06/01/2026	\$45.48	\$9.35	\$16.89	\$0.00	\$71.72
	12/01/2026	\$46.92	\$9.35	\$16.89	\$0.00	\$73.16
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
MARBLE & TILE FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	02/01/2023	\$46.25	\$11.49	\$20.37	\$0.00	\$78.11
	08/01/2023	\$47.89	\$11.49	\$20.37	\$0.00	\$79.75
	02/01/2024	\$48.89	\$11.49	\$20.37	\$0.00	\$80.75
	08/01/2024	\$50.57	\$11.49	\$20.37	\$0.00	\$82.43
	02/01/2025	\$51.61	\$11.49	\$20.37	\$0.00	\$83.47
	08/01/2025	\$53.33	\$11.49	\$20.37	\$0.00	\$85.19
	02/01/2026	\$54.41	\$11.49	\$20.37	\$0.00	\$86.27
	08/01/2026	\$56.17	\$11.49	\$20.37	\$0.00	\$88.03
	02/01/2027	\$57.29	\$11.49	\$20.37	\$0.00	\$89.15

Apprentice - MARBLE & TILE FINISHER - Local 3 Marble & Tile

Effective Date - 02/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.13	\$11.49	\$20.37	\$0.00	\$54.99
2	60	\$27.75	\$11.49	\$20.37	\$0.00	\$59.61
3	70	\$32.38	\$11.49	\$20.37	\$0.00	\$64.24
4	80	\$37.00	\$11.49	\$20.37	\$0.00	\$68.86
5	90	\$41.63	\$11.49	\$20.37	\$0.00	\$73.49

Effective Date - 08/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.95	\$11.49	\$20.37	\$0.00	\$55.81
2	60	\$28.73	\$11.49	\$20.37	\$0.00	\$60.59
3	70	\$33.52	\$11.49	\$20.37	\$0.00	\$65.38
4	80	\$38.31	\$11.49	\$20.37	\$0.00	\$70.17
5	90	\$43.10	\$11.49	\$20.37	\$0.00	\$74.96

Notes:

Apprentice to Journeyworker Ratio:1:3

MARBLE MASONS,TILELAYERS & TERRAZZO MECH	02/01/2023	\$60.37	\$11.49	\$22.31	\$0.00	\$94.17
BRICKLAYERS LOCAL 3 - MARBLE & TILE	08/01/2023	\$62.42	\$11.49	\$22.31	\$0.00	\$96.22
	02/01/2024	\$63.67	\$11.49	\$22.31	\$0.00	\$97.47
	08/01/2024	\$65.77	\$11.49	\$22.31	\$0.00	\$99.57
	02/01/2025	\$67.07	\$11.49	\$22.31	\$0.00	\$100.87
	08/01/2025	\$69.22	\$11.49	\$22.31	\$0.00	\$103.02
	02/01/2026	\$70.57	\$11.49	\$22.31	\$0.00	\$104.37
	08/01/2026	\$72.77	\$11.49	\$22.31	\$0.00	\$106.57
	02/01/2027	\$74.17	\$11.49	\$22.31	\$0.00	\$107.97

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - MARBLE-TILE-TERRAZZO MECHANIC - Local 3 Marble & Tile

Effective Date - 02/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$30.19	\$11.49	\$22.31	\$0.00	\$63.99
2	60	\$36.22	\$11.49	\$22.31	\$0.00	\$70.02
3	70	\$42.26	\$11.49	\$22.31	\$0.00	\$76.06
4	80	\$48.30	\$11.49	\$22.31	\$0.00	\$82.10
5	90	\$54.33	\$11.49	\$22.31	\$0.00	\$88.13

Effective Date - 08/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$31.21	\$11.49	\$22.31	\$0.00	\$65.01
2	60	\$37.45	\$11.49	\$22.31	\$0.00	\$71.25
3	70	\$43.69	\$11.49	\$22.31	\$0.00	\$77.49
4	80	\$49.94	\$11.49	\$22.31	\$0.00	\$83.74
5	90	\$56.18	\$11.49	\$22.31	\$0.00	\$89.98

Notes:

Apprentice to Journeyworker Ratio:1:5

MECH. SWEEPER OPERATOR (ON CONST. SITES)	12/01/2022	\$53.05	\$14.25	\$16.05	\$0.00	\$83.35
OPERATING ENGINEERS LOCAL 4	06/01/2023	\$54.29	\$14.25	\$16.05	\$0.00	\$84.59
	12/01/2023	\$55.53	\$14.25	\$16.05	\$0.00	\$85.83
	06/01/2024	\$56.81	\$14.25	\$16.05	\$0.00	\$87.11
	12/01/2024	\$58.25	\$14.25	\$16.05	\$0.00	\$88.55
	06/01/2025	\$59.53	\$14.25	\$16.05	\$0.00	\$89.83
	12/01/2025	\$60.97	\$14.25	\$16.05	\$0.00	\$91.27
	06/01/2026	\$62.25	\$14.25	\$16.05	\$0.00	\$92.55
	12/01/2026	\$63.69	\$14.25	\$16.05	\$0.00	\$93.99

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MECHANICS MAINTENANCE	12/01/2022	\$53.05	\$14.25	\$16.05	\$0.00	\$83.35
OPERATING ENGINEERS LOCAL 4	06/01/2023	\$54.29	\$14.25	\$16.05	\$0.00	\$84.59
	12/01/2023	\$55.53	\$14.25	\$16.05	\$0.00	\$85.83
	06/01/2024	\$56.81	\$14.25	\$16.05	\$0.00	\$87.11
	12/01/2024	\$58.25	\$14.25	\$16.05	\$0.00	\$88.55
	06/01/2025	\$59.53	\$14.25	\$16.05	\$0.00	\$89.83
	12/01/2025	\$60.97	\$14.25	\$16.05	\$0.00	\$91.27
	06/01/2026	\$62.25	\$14.25	\$16.05	\$0.00	\$92.55
	12/01/2026	\$63.69	\$14.25	\$16.05	\$0.00	\$93.99

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MILLWRIGHT (Zone 2)	01/02/2023	\$41.92	\$8.58	\$21.57	\$0.00	\$72.07
MILLWRIGHTS LOCAL 1121 - Zone 2						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
Apprentice - MILLWRIGHT - Local 1121 Zone 2							
Effective Date - 01/02/2023							
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
1	55	\$23.06	\$8.58	\$5.72	\$0.00	\$37.36	
2	65	\$27.25	\$8.58	\$17.93	\$0.00	\$53.76	
3	75	\$31.44	\$8.58	\$18.98	\$0.00	\$59.00	
4	85	\$35.63	\$8.58	\$20.01	\$0.00	\$64.22	
<div>Notes: Step 1&2 Appr. indentured after 1/6/2020 receive no pension, but do receive annuity. (Step 1 \$5.72, Step 2 \$6.66) Steps are 2,000 hours</div>							
Apprentice to Journeyworker Ratio:1:4							
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MORTAR MIXER		12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
LABORERS - ZONE 2		06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
		12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"							
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OILER (OTHER THAN TRUCK CRANES,GRADALLS)		12/01/2022	\$24.37	\$14.25	\$16.05	\$0.00	\$54.67
OPERATING ENGINEERS LOCAL 4		06/01/2023	\$24.94	\$14.25	\$16.05	\$0.00	\$55.24
		12/01/2023	\$25.51	\$14.25	\$16.05	\$0.00	\$55.81
		06/01/2024	\$26.11	\$14.25	\$16.05	\$0.00	\$56.41
		12/01/2024	\$26.77	\$14.25	\$16.05	\$0.00	\$57.07
		06/01/2025	\$27.37	\$14.25	\$16.05	\$0.00	\$57.67
		12/01/2025	\$28.03	\$14.25	\$16.05	\$0.00	\$58.33
		06/01/2026	\$28.62	\$14.25	\$16.05	\$0.00	\$58.92
		12/01/2026	\$29.29	\$14.25	\$16.05	\$0.00	\$59.59
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
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OILER (TRUCK CRANES, GRADALLS)		12/01/2022	\$29.57	\$14.25	\$16.05	\$0.00	\$59.87
OPERATING ENGINEERS LOCAL 4		06/01/2023	\$30.27	\$14.25	\$16.05	\$0.00	\$60.57
		12/01/2023	\$30.96	\$14.25	\$16.05	\$0.00	\$61.26
		06/01/2024	\$31.68	\$14.25	\$16.05	\$0.00	\$61.98
		12/01/2024	\$32.48	\$14.25	\$16.05	\$0.00	\$62.78
		06/01/2025	\$33.20	\$14.25	\$16.05	\$0.00	\$63.50
		12/01/2025	\$34.00	\$14.25	\$16.05	\$0.00	\$64.30
		06/01/2026	\$34.72	\$14.25	\$16.05	\$0.00	\$65.02
		12/01/2026	\$35.52	\$14.25	\$16.05	\$0.00	\$65.82
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
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OTHER POWER DRIVEN EQUIPMENT - CLASS II		12/01/2022	\$53.05	\$14.25	\$16.05	\$0.00	\$83.35
OPERATING ENGINEERS LOCAL 4		06/01/2023	\$54.29	\$14.25	\$16.05	\$0.00	\$84.59
		12/01/2023	\$55.53	\$14.25	\$16.05	\$0.00	\$85.83
		06/01/2024	\$56.81	\$14.25	\$16.05	\$0.00	\$87.11
		12/01/2024	\$58.25	\$14.25	\$16.05	\$0.00	\$88.55
		06/01/2025	\$59.53	\$14.25	\$16.05	\$0.00	\$89.83
		12/01/2025	\$60.97	\$14.25	\$16.05	\$0.00	\$91.27
		06/01/2026	\$62.25	\$14.25	\$16.05	\$0.00	\$92.55
		12/01/2026	\$63.69	\$14.25	\$16.05	\$0.00	\$93.99

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PAINTER (BRIDGES/TANKS)	01/01/2023	\$56.06	\$8.65	\$23.05	\$0.00	\$87.76
PAINTERS LOCAL 35 - ZONE 2	07/01/2023	\$57.26	\$8.65	\$23.05	\$0.00	\$88.96
	01/01/2024	\$58.46	\$8.65	\$23.05	\$0.00	\$90.16
	07/01/2024	\$59.66	\$8.65	\$23.05	\$0.00	\$91.36
	01/01/2025	\$60.86	\$8.65	\$23.05	\$0.00	\$92.56

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 01/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.03	\$8.65	\$0.00	\$0.00	\$36.68
2	55	\$30.83	\$8.65	\$6.27	\$0.00	\$45.75
3	60	\$33.64	\$8.65	\$6.84	\$0.00	\$49.13
4	65	\$36.44	\$8.65	\$7.41	\$0.00	\$52.50
5	70	\$39.24	\$8.65	\$19.63	\$0.00	\$67.52
6	75	\$42.05	\$8.65	\$20.20	\$0.00	\$70.90
7	80	\$44.85	\$8.65	\$20.77	\$0.00	\$74.27
8	90	\$50.45	\$8.65	\$21.91	\$0.00	\$81.01

Effective Date - 07/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.63	\$8.65	\$0.00	\$0.00	\$37.28
2	55	\$31.49	\$8.65	\$6.27	\$0.00	\$46.41
3	60	\$34.36	\$8.65	\$6.84	\$0.00	\$49.85
4	65	\$37.22	\$8.65	\$7.41	\$0.00	\$53.28
5	70	\$40.08	\$8.65	\$19.63	\$0.00	\$68.36
6	75	\$42.95	\$8.65	\$20.20	\$0.00	\$71.80
7	80	\$45.81	\$8.65	\$20.77	\$0.00	\$75.23
8	90	\$51.53	\$8.65	\$21.91	\$0.00	\$82.09

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, NEW) *	01/01/2023	\$46.96	\$8.65	\$23.05	\$0.00	\$78.66
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.PAINTERS LOCAL 35 - ZONE 2	07/01/2023	\$48.16	\$8.65	\$23.05	\$0.00	\$79.86
	01/01/2024	\$49.36	\$8.65	\$23.05	\$0.00	\$81.06
	07/01/2024	\$50.56	\$8.65	\$23.05	\$0.00	\$82.26
	01/01/2025	\$51.76	\$8.65	\$23.05	\$0.00	\$83.46

Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - New

Effective Date - 01/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.48	\$8.65	\$0.00	\$0.00	\$32.13
2	55	\$25.83	\$8.65	\$6.27	\$0.00	\$40.75
3	60	\$28.18	\$8.65	\$6.84	\$0.00	\$43.67
4	65	\$30.52	\$8.65	\$7.41	\$0.00	\$46.58
5	70	\$32.87	\$8.65	\$19.63	\$0.00	\$61.15
6	75	\$35.22	\$8.65	\$20.20	\$0.00	\$64.07
7	80	\$37.57	\$8.65	\$20.77	\$0.00	\$66.99
8	90	\$42.26	\$8.65	\$21.91	\$0.00	\$72.82

Effective Date - 07/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.08	\$8.65	\$0.00	\$0.00	\$32.73
2	55	\$26.49	\$8.65	\$6.27	\$0.00	\$41.41
3	60	\$28.90	\$8.65	\$6.84	\$0.00	\$44.39
4	65	\$31.30	\$8.65	\$7.41	\$0.00	\$47.36
5	70	\$33.71	\$8.65	\$19.63	\$0.00	\$61.99
6	75	\$36.12	\$8.65	\$20.20	\$0.00	\$64.97
7	80	\$38.53	\$8.65	\$20.77	\$0.00	\$67.95
8	90	\$43.34	\$8.65	\$21.91	\$0.00	\$73.90

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, REPAINT)	01/01/2023	\$45.02	\$8.65	\$23.05	\$0.00	\$76.72
PAINTERS LOCAL 35 - ZONE 2	07/01/2023	\$46.22	\$8.65	\$23.05	\$0.00	\$77.92
	01/01/2024	\$47.42	\$8.65	\$23.05	\$0.00	\$79.12
	07/01/2024	\$48.62	\$8.65	\$23.05	\$0.00	\$80.32
	01/01/2025	\$49.82	\$8.65	\$23.05	\$0.00	\$81.52

Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - Repaint**Effective Date - 01/01/2023**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.51	\$8.65	\$0.00	\$0.00	\$31.16
2	55	\$24.76	\$8.65	\$6.27	\$0.00	\$39.68
3	60	\$27.01	\$8.65	\$6.84	\$0.00	\$42.50
4	65	\$29.26	\$8.65	\$7.41	\$0.00	\$45.32
5	70	\$31.51	\$8.65	\$19.63	\$0.00	\$59.79
6	75	\$33.77	\$8.65	\$20.20	\$0.00	\$62.62
7	80	\$36.02	\$8.65	\$20.77	\$0.00	\$65.44
8	90	\$40.52	\$8.65	\$21.91	\$0.00	\$71.08

Effective Date - 07/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.11	\$8.65	\$0.00	\$0.00	\$31.76
2	55	\$25.42	\$8.65	\$6.27	\$0.00	\$40.34
3	60	\$27.73	\$8.65	\$6.84	\$0.00	\$43.22
4	65	\$30.04	\$8.65	\$19.06	\$0.00	\$57.75
5	70	\$32.35	\$8.65	\$19.63	\$0.00	\$60.63
6	75	\$34.67	\$8.65	\$20.20	\$0.00	\$63.52
7	80	\$36.98	\$8.65	\$20.77	\$0.00	\$66.40
8	90	\$41.60	\$8.65	\$21.91	\$0.00	\$72.16

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, NEW) *

* If 30% or more of surfaces to be painted are new construction,
NEW paint rate shall be used. *PAINTERS LOCAL 35 - ZONE 2*

01/01/2023	\$45.56	\$8.65	\$23.05	\$0.00	\$77.26
07/01/2023	\$46.76	\$8.65	\$23.05	\$0.00	\$78.46
01/01/2024	\$47.96	\$8.65	\$23.05	\$0.00	\$79.66
07/01/2024	\$49.16	\$8.65	\$23.05	\$0.00	\$80.86
01/01/2025	\$50.36	\$8.65	\$23.05	\$0.00	\$82.06

Apprentice - PAINTER - Local 35 Zone 2 - BRUSH NEW

Effective Date - 01/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.78	\$8.65	\$0.00	\$0.00	\$31.43
2	55	\$25.06	\$8.65	\$6.27	\$0.00	\$39.98
3	60	\$27.34	\$8.65	\$6.84	\$0.00	\$42.83
4	65	\$29.61	\$8.65	\$7.41	\$0.00	\$45.67
5	70	\$31.89	\$8.65	\$19.63	\$0.00	\$60.17
6	75	\$34.17	\$8.65	\$20.20	\$0.00	\$63.02
7	80	\$36.45	\$8.65	\$20.77	\$0.00	\$65.87
8	90	\$41.00	\$8.65	\$21.91	\$0.00	\$71.56

Effective Date - 07/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.38	\$8.65	\$0.00	\$0.00	\$32.03
2	55	\$25.72	\$8.65	\$6.27	\$0.00	\$40.64
3	60	\$28.06	\$8.65	\$6.84	\$0.00	\$43.55
4	65	\$30.39	\$8.65	\$7.41	\$0.00	\$46.45
5	70	\$32.73	\$8.65	\$19.63	\$0.00	\$61.01
6	75	\$35.07	\$8.65	\$20.20	\$0.00	\$63.92
7	80	\$37.41	\$8.65	\$20.77	\$0.00	\$66.83
8	90	\$42.08	\$8.65	\$21.91	\$0.00	\$72.64

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, REPAINT)	01/01/2023	\$43.62	\$8.65	\$23.05	\$0.00	\$75.32
PAINTERS LOCAL 35 - ZONE 2	07/01/2023	\$44.82	\$8.65	\$23.05	\$0.00	\$76.52
	01/01/2024	\$46.02	\$8.65	\$23.05	\$0.00	\$77.72
	07/01/2024	\$47.22	\$8.65	\$23.05	\$0.00	\$78.92
	01/01/2025	\$48.42	\$8.65	\$23.05	\$0.00	\$80.12

Apprentice - PAINTER Local 35 Zone 2 - BRUSH REPAINT

Effective Date - 01/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.81	\$8.65	\$0.00	\$0.00	\$30.46
2	55	\$23.99	\$8.65	\$6.27	\$0.00	\$38.91
3	60	\$26.17	\$8.65	\$6.84	\$0.00	\$41.66
4	65	\$28.35	\$8.65	\$7.41	\$0.00	\$44.41
5	70	\$30.53	\$8.65	\$19.63	\$0.00	\$58.81
6	75	\$32.72	\$8.65	\$20.20	\$0.00	\$61.57
7	80	\$34.90	\$8.65	\$20.77	\$0.00	\$64.32
8	90	\$39.26	\$8.65	\$21.91	\$0.00	\$69.82

Effective Date - 07/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.41	\$8.65	\$0.00	\$0.00	\$31.06
2	55	\$24.65	\$8.65	\$6.27	\$0.00	\$39.57
3	60	\$26.89	\$8.65	\$6.84	\$0.00	\$42.38
4	65	\$29.13	\$8.65	\$7.41	\$0.00	\$45.19
5	70	\$31.37	\$8.65	\$19.63	\$0.00	\$59.65
6	75	\$33.62	\$8.65	\$20.20	\$0.00	\$62.47
7	80	\$35.86	\$8.65	\$20.77	\$0.00	\$65.28
8	90	\$40.34	\$8.65	\$21.91	\$0.00	\$70.90

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER TRAFFIC MARKINGS (HEAVY/HIGHWAY)	12/01/2022	\$36.56	\$9.35	\$16.89	\$0.00	\$62.80
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	06/01/2023	\$37.46	\$9.35	\$16.89	\$0.00	\$63.70
	12/01/2023	\$38.36	\$9.35	\$16.89	\$0.00	\$64.60
	06/01/2024	\$39.69	\$9.35	\$16.89	\$0.00	\$65.93
	12/01/2024	\$41.02	\$9.35	\$16.89	\$0.00	\$67.26
	06/01/2025	\$42.41	\$9.35	\$16.89	\$0.00	\$68.65
	12/01/2025	\$43.79	\$9.35	\$16.89	\$0.00	\$70.03
	06/01/2026	\$45.23	\$9.35	\$16.89	\$0.00	\$71.47
	12/01/2026	\$46.67	\$9.35	\$16.89	\$0.00	\$72.91
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
PANEL & PICKUP TRUCKS DRIVER	12/01/2021	\$35.78	\$13.41	\$16.01	\$0.00	\$65.20
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B						
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK)	08/01/2020	\$49.07	\$9.40	\$23.12	\$0.00	\$81.59
PILE DRIVER LOCAL 56 (ZONE 1)						
For apprentice rates see "Apprentice- PILE DRIVER"						
PILE DRIVER	08/01/2020	\$49.07	\$9.40	\$23.12	\$0.00	\$81.59
PILE DRIVER LOCAL 56 (ZONE 1)						

Apprentice - PILE DRIVER - Local 56 Zone 1**Effective Date - 08/01/2020**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.54	\$9.40	\$23.12	\$0.00	\$57.06
2	60	\$29.44	\$9.40	\$23.12	\$0.00	\$61.96
3	70	\$34.35	\$9.40	\$23.12	\$0.00	\$66.87
4	75	\$36.80	\$9.40	\$23.12	\$0.00	\$69.32
5	80	\$39.26	\$9.40	\$23.12	\$0.00	\$71.78
6	80	\$39.26	\$9.40	\$23.12	\$0.00	\$71.78
7	90	\$44.16	\$9.40	\$23.12	\$0.00	\$76.68
8	90	\$44.16	\$9.40	\$23.12	\$0.00	\$76.68

Notes:

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80
 Step 1&2 \$34.01/ 3&4 \$41.46/ 5&6 \$62.80/ 7&8 \$69.25

Apprentice to Journeyworker Ratio:1:5**PIPEFITTER & STEAMFITTER***PIPEFITTERS LOCAL 537*

03/01/2023	\$63.43	\$12.25	\$20.80	\$0.00	\$96.48
09/01/2023	\$65.18	\$12.25	\$20.80	\$0.00	\$98.23
03/01/2024	\$66.98	\$12.25	\$20.80	\$0.00	\$100.03
09/01/2024	\$68.78	\$12.25	\$20.80	\$0.00	\$101.83
03/01/2025	\$70.58	\$12.25	\$20.80	\$0.00	\$103.63

Apprentice - PIPEFITTER - Local 537**Effective Date - 03/01/2023**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$25.37	\$12.25	\$8.55	\$0.00	\$46.17
2	45	\$28.54	\$12.25	\$20.80	\$0.00	\$61.59
3	60	\$38.06	\$12.25	\$20.80	\$0.00	\$71.11
4	70	\$44.40	\$12.25	\$20.80	\$0.00	\$77.45
5	80	\$50.74	\$12.25	\$20.80	\$0.00	\$83.79

Effective Date - 09/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$26.07	\$12.25	\$8.55	\$0.00	\$46.87
2	45	\$29.33	\$12.25	\$20.80	\$0.00	\$62.38
3	60	\$39.11	\$12.25	\$20.80	\$0.00	\$72.16
4	70	\$45.63	\$12.25	\$20.80	\$0.00	\$78.68
5	80	\$52.14	\$12.25	\$20.80	\$0.00	\$85.19

Notes:

** 1:3; 3:15; 1:10 thereafter / Steps are 1 yr.
 Refriger/AC Mechanic **1:1;1:2;2:4;3:6;4:8;5:10;6:12;7:14;8:17;9:20;10:23(Max)

Apprentice to Journeyworker Ratio:**

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PIPELAYER <i>LABORERS - ZONE 2</i>	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
PIPELAYER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2022	\$36.81	\$9.35	\$16.89	\$0.00	\$63.05
	06/01/2023	\$37.71	\$9.35	\$16.89	\$0.00	\$63.95
	12/01/2023	\$38.61	\$9.35	\$16.89	\$0.00	\$64.85
	06/01/2024	\$39.94	\$9.35	\$16.89	\$0.00	\$66.18
	12/01/2024	\$41.27	\$9.35	\$16.89	\$0.00	\$67.51
	06/01/2025	\$42.66	\$9.35	\$16.89	\$0.00	\$68.90
	12/01/2025	\$44.04	\$9.35	\$16.89	\$0.00	\$70.28
	06/01/2026	\$45.48	\$9.35	\$16.89	\$0.00	\$71.72
	12/01/2026	\$46.92	\$9.35	\$16.89	\$0.00	\$73.16
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
PLUMBERS & GASFITTERS <i>PLUMBERS & GASFITTERS LOCAL 12</i>	02/26/2023	\$65.19	\$14.07	\$18.36	\$0.00	\$97.62
	09/03/2023	\$66.94	\$14.07	\$18.36	\$0.00	\$99.37
	03/03/2024	\$68.74	\$14.07	\$18.36	\$0.00	\$101.17
	09/01/2024	\$70.54	\$14.07	\$18.36	\$0.00	\$102.97
	03/02/2025	\$72.34	\$14.07	\$18.36	\$0.00	\$104.77

Apprentice - PLUMBER/GASFITTER - Local 12

Effective Date - 02/26/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$22.82	\$14.07	\$6.63	\$0.00	\$43.52
2	40	\$26.08	\$14.07	\$7.52	\$0.00	\$47.67
3	55	\$35.85	\$14.07	\$10.24	\$0.00	\$60.16
4	65	\$42.37	\$14.07	\$12.04	\$0.00	\$68.48
5	75	\$48.89	\$14.07	\$13.85	\$0.00	\$76.81

Effective Date - 09/03/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$23.43	\$14.07	\$6.63	\$0.00	\$44.13
2	40	\$26.78	\$14.07	\$7.52	\$0.00	\$48.37
3	55	\$36.82	\$14.07	\$10.24	\$0.00	\$61.13
4	65	\$43.51	\$14.07	\$12.04	\$0.00	\$69.62
5	75	\$50.21	\$14.07	\$13.85	\$0.00	\$78.13

Notes:

** 1:2; 2:6; 3:10; 4:14; 5:19/Steps are 1 yr
Step4 with lic\$69.00, Step5 with lic\$76.87

Apprentice to Journeyworker Ratio:**

PNEUMATIC CONTROLS (TEMP.) <i>PIPEFITTERS LOCAL 537</i>	03/01/2023	\$63.43	\$12.00	\$20.80	\$0.00	\$96.23
	09/01/2023	\$65.18	\$12.00	\$20.80	\$0.00	\$97.98
	03/01/2024	\$66.98	\$12.00	\$20.80	\$0.00	\$99.78
	09/01/2024	\$68.78	\$12.00	\$20.80	\$0.00	\$101.58
	03/01/2025	\$70.58	\$12.00	\$20.80	\$0.00	\$103.38

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
PNEUMATIC DRILL/TOOL OPERATOR	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
LABORERS - ZONE 2	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
PNEUMATIC DRILL/TOOL OPERATOR (HEAVY & HIGHWAY)	12/01/2022	\$36.81	\$9.35	\$16.89	\$0.00	\$63.05
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	06/01/2023	\$37.71	\$9.35	\$16.89	\$0.00	\$63.95
	12/01/2023	\$38.61	\$9.35	\$16.89	\$0.00	\$64.85
	06/01/2024	\$39.94	\$9.35	\$16.89	\$0.00	\$66.18
	12/01/2024	\$41.27	\$9.35	\$16.89	\$0.00	\$67.51
	06/01/2025	\$42.66	\$9.35	\$16.89	\$0.00	\$68.90
	12/01/2025	\$44.04	\$9.35	\$16.89	\$0.00	\$70.28
	06/01/2026	\$45.48	\$9.35	\$16.89	\$0.00	\$71.72
	12/01/2026	\$46.92	\$9.35	\$16.89	\$0.00	\$73.16
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
POWDERMAN & BLASTER	12/01/2022	\$38.16	\$9.10	\$16.64	\$0.00	\$63.90
LABORERS - ZONE 2	06/01/2023	\$39.06	\$9.10	\$16.64	\$0.00	\$64.80
	12/01/2023	\$39.96	\$9.10	\$16.64	\$0.00	\$65.70
For apprentice rates see "Apprentice- LABORER"						
POWDERMAN & BLASTER (HEAVY & HIGHWAY)	12/01/2022	\$37.56	\$9.35	\$16.89	\$0.00	\$63.80
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	06/01/2023	\$38.46	\$9.35	\$16.89	\$0.00	\$64.70
	12/01/2023	\$39.36	\$9.35	\$16.89	\$0.00	\$65.60
	06/01/2024	\$40.69	\$9.35	\$16.89	\$0.00	\$66.93
	12/01/2024	\$42.02	\$9.35	\$16.89	\$0.00	\$68.26
	06/01/2025	\$43.41	\$9.35	\$16.89	\$0.00	\$69.65
	12/01/2025	\$44.79	\$9.35	\$16.89	\$0.00	\$71.03
	06/01/2026	\$46.23	\$9.35	\$16.89	\$0.00	\$72.47
	12/01/2026	\$47.67	\$9.35	\$16.89	\$0.00	\$73.91
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
POWER SHOVEL/DERRICK/TRENCHING MACHINE	12/01/2022	\$53.63	\$14.25	\$16.05	\$0.00	\$83.93
OPERATING ENGINEERS LOCAL 4	06/01/2023	\$54.88	\$14.25	\$16.05	\$0.00	\$85.18
	12/01/2023	\$56.13	\$14.25	\$16.05	\$0.00	\$86.43
	06/01/2024	\$57.43	\$14.25	\$16.05	\$0.00	\$87.73
	12/01/2024	\$58.88	\$14.25	\$16.05	\$0.00	\$89.18
	06/01/2025	\$60.18	\$14.25	\$16.05	\$0.00	\$90.48
	12/01/2025	\$61.63	\$14.25	\$16.05	\$0.00	\$91.93
	06/01/2026	\$62.93	\$14.25	\$16.05	\$0.00	\$93.23
	12/01/2026	\$64.38	\$14.25	\$16.05	\$0.00	\$94.68
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2022	\$53.63	\$14.25	\$16.05	\$0.00	\$83.93
	06/01/2023	\$54.88	\$14.25	\$16.05	\$0.00	\$85.18
	12/01/2023	\$56.13	\$14.25	\$16.05	\$0.00	\$86.43
	06/01/2024	\$57.43	\$14.25	\$16.05	\$0.00	\$87.73
	12/01/2024	\$58.88	\$14.25	\$16.05	\$0.00	\$89.18
	06/01/2025	\$60.18	\$14.25	\$16.05	\$0.00	\$90.48
	12/01/2025	\$61.63	\$14.25	\$16.05	\$0.00	\$91.93
	06/01/2026	\$62.93	\$14.25	\$16.05	\$0.00	\$93.23
	12/01/2026	\$64.38	\$14.25	\$16.05	\$0.00	\$94.68
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2022	\$35.08	\$14.25	\$16.05	\$0.00	\$65.38
	06/01/2023	\$35.90	\$14.25	\$16.05	\$0.00	\$66.20
	12/01/2023	\$36.72	\$14.25	\$16.05	\$0.00	\$67.02
	06/01/2024	\$37.57	\$14.25	\$16.05	\$0.00	\$67.87
	12/01/2024	\$38.52	\$14.25	\$16.05	\$0.00	\$68.82
	06/01/2025	\$39.37	\$14.25	\$16.05	\$0.00	\$69.67
	12/01/2025	\$40.32	\$14.25	\$16.05	\$0.00	\$70.62
	06/01/2026	\$41.18	\$14.25	\$16.05	\$0.00	\$71.48
	12/01/2026	\$42.13	\$14.25	\$16.05	\$0.00	\$72.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY-MIX CONCRETE DRIVER <i>TEAMSTERS 170 - Dauphinais (Bellingham)</i>	01/01/2023	\$26.40	\$10.26	\$4.75	\$0.00	\$41.41
	12/01/2023	\$27.00	\$10.76	\$5.45	\$0.00	\$43.21
	01/01/2024	\$27.00	\$10.76	\$5.45	\$0.00	\$43.21
	12/01/2024	\$27.60	\$11.26	\$6.15	\$0.00	\$45.01
	01/01/2025	\$27.60	\$11.26	\$6.15	\$0.00	\$45.01
RECLAIMERS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2022	\$53.05	\$14.25	\$16.05	\$0.00	\$83.35
	06/01/2023	\$54.29	\$14.25	\$16.05	\$0.00	\$84.59
	12/01/2023	\$55.53	\$14.25	\$16.05	\$0.00	\$85.83
	06/01/2024	\$56.81	\$14.25	\$16.05	\$0.00	\$87.11
	12/01/2024	\$58.25	\$14.25	\$16.05	\$0.00	\$88.55
	06/01/2025	\$59.53	\$14.25	\$16.05	\$0.00	\$89.83
	12/01/2025	\$60.97	\$14.25	\$16.05	\$0.00	\$91.27
	06/01/2026	\$62.25	\$14.25	\$16.05	\$0.00	\$92.55
	12/01/2026	\$63.69	\$14.25	\$16.05	\$0.00	\$93.99
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
RIDE-ON MOTORIZED BUGGY OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ROLLER/SPREADER/MULCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2022	\$53.05	\$14.25	\$16.05	\$0.00	\$83.35
	06/01/2023	\$54.29	\$14.25	\$16.05	\$0.00	\$84.59
	12/01/2023	\$55.53	\$14.25	\$16.05	\$0.00	\$85.83
	06/01/2024	\$56.81	\$14.25	\$16.05	\$0.00	\$87.11
	12/01/2024	\$58.25	\$14.25	\$16.05	\$0.00	\$88.55
	06/01/2025	\$59.53	\$14.25	\$16.05	\$0.00	\$89.83
	12/01/2025	\$60.97	\$14.25	\$16.05	\$0.00	\$91.27
	06/01/2026	\$62.25	\$14.25	\$16.05	\$0.00	\$92.55
	12/01/2026	\$63.69	\$14.25	\$16.05	\$0.00	\$93.99

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

ROOFER (Inc.Roofing Waterproofing &Roofing Damproofg) <i>ROOFERS LOCAL 33</i>	02/01/2023	\$48.53	\$12.78	\$20.20	\$0.00	\$81.51
	08/01/2023	\$50.03	\$12.78	\$20.20	\$0.00	\$83.01
	02/01/2024	\$51.28	\$12.78	\$20.20	\$0.00	\$84.26
	08/01/2024	\$52.78	\$12.78	\$20.20	\$0.00	\$85.76
	02/01/2025	\$54.03	\$12.78	\$20.20	\$0.00	\$87.01
	08/01/2025	\$55.53	\$12.78	\$20.20	\$0.00	\$88.51
	02/01/2026	\$56.78	\$12.78	\$20.20	\$0.00	\$89.76

Apprentice - ROOFER - Local 33

Effective Date - 02/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.27	\$12.78	\$5.59	\$0.00	\$42.64
2	60	\$29.12	\$12.78	\$20.20	\$0.00	\$62.10
3	65	\$31.54	\$12.78	\$20.20	\$0.00	\$64.52
4	75	\$36.40	\$12.78	\$20.20	\$0.00	\$69.38
5	85	\$41.25	\$12.78	\$20.20	\$0.00	\$74.23

Effective Date - 08/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.02	\$12.78	\$5.59	\$0.00	\$43.39
2	60	\$30.02	\$12.78	\$20.20	\$0.00	\$63.00
3	65	\$32.52	\$12.78	\$20.20	\$0.00	\$65.50
4	75	\$37.52	\$12.78	\$20.20	\$0.00	\$70.50
5	85	\$42.53	\$12.78	\$20.20	\$0.00	\$75.51

Notes: ** 1:5, 2:6-10, the 1:10; Reroofing: 1:4, then 1:1
Step 1 is 2000 hrs.; Steps 2-5 are 1000 hrs.
(Hot Pitch Mechanics' receive \$1.00 hr. above ROOFER)

Apprentice to Journeyworker Ratio:**

ROOFER SLATE / TILE / PRECAST CONCRETE <i>ROOFERS LOCAL 33</i>	02/01/2023	\$48.78	\$12.78	\$20.20	\$0.00	\$81.76
	08/01/2023	\$50.28	\$12.78	\$20.20	\$0.00	\$83.26
	02/01/2024	\$51.53	\$12.78	\$20.20	\$0.00	\$84.51
	08/01/2024	\$53.03	\$12.78	\$20.20	\$0.00	\$86.01
	02/01/2025	\$54.28	\$12.78	\$20.20	\$0.00	\$87.26
	08/01/2025	\$55.78	\$12.78	\$20.20	\$0.00	\$88.76
	02/01/2026	\$57.03	\$12.78	\$20.20	\$0.00	\$90.01

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- ROOFER"						
SHEETMETAL WORKER	02/01/2023	\$55.31	\$14.11	\$26.64	\$2.83	\$98.89
SHEETMETAL WORKERS LOCAL 17 - A	08/01/2023	\$57.01	\$14.11	\$26.64	\$2.83	\$100.59
	02/01/2024	\$58.71	\$14.11	\$26.64	\$2.83	\$102.29
	08/01/2024	\$60.46	\$14.11	\$26.64	\$2.83	\$104.04
	02/01/2025	\$62.21	\$14.11	\$26.64	\$2.83	\$105.79
	08/01/2025	\$64.06	\$14.11	\$26.64	\$2.83	\$107.64
	02/01/2026	\$66.01	\$14.11	\$26.64	\$2.83	\$109.59

Apprentice - SHEET METAL WORKER - Local 17-A

Effective Date - 02/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	42	\$23.23	\$14.11	\$6.13	\$0.00	\$43.47
2	42	\$23.23	\$14.11	\$6.13	\$0.00	\$43.47
3	47	\$26.00	\$14.11	\$11.90	\$1.54	\$53.55
4	47	\$26.00	\$14.11	\$11.90	\$1.54	\$53.55
5	52	\$28.76	\$14.11	\$12.88	\$1.65	\$57.40
6	52	\$28.76	\$14.11	\$13.13	\$1.65	\$57.65
7	60	\$33.19	\$14.11	\$14.54	\$1.83	\$63.67
8	65	\$35.95	\$14.11	\$15.52	\$1.94	\$67.52
9	75	\$41.48	\$14.11	\$17.48	\$2.16	\$75.23
10	85	\$47.01	\$14.11	\$18.94	\$2.36	\$82.42

Effective Date - 08/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	42	\$23.94	\$14.11	\$6.13	\$0.00	\$44.18
2	42	\$23.94	\$14.11	\$6.13	\$0.00	\$44.18
3	47	\$26.79	\$14.11	\$11.90	\$1.58	\$54.38
4	47	\$26.79	\$14.11	\$11.90	\$1.58	\$54.38
5	52	\$29.65	\$14.11	\$12.88	\$1.70	\$58.34
6	52	\$29.65	\$14.11	\$13.13	\$1.70	\$58.59
7	60	\$34.21	\$14.11	\$14.54	\$1.89	\$64.75
8	65	\$37.06	\$14.11	\$15.52	\$2.00	\$68.69
9	75	\$42.76	\$14.11	\$17.48	\$2.23	\$76.58
10	85	\$48.46	\$14.11	\$18.94	\$2.45	\$83.96

Notes:

Steps are 6 mos.

Apprentice to Journeyworker Ratio:1:4

SPECIALIZED EARTH MOVING EQUIP < 35 TONS	12/01/2021	\$36.24	\$13.41	\$16.01	\$0.00	\$65.66
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B						
SPECIALIZED EARTH MOVING EQUIP > 35 TONS	12/01/2021	\$36.53	\$13.41	\$16.01	\$0.00	\$65.95
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
SPRINKLER FITTER	03/01/2023	\$66.20	\$10.90	\$23.20	\$0.00	\$100.30
SPRINKLER FITTERS LOCAL 550 - (Section A) Zone 1	10/01/2023	\$67.95	\$10.90	\$23.20	\$0.00	\$102.05
	03/01/2024	\$69.75	\$10.90	\$23.20	\$0.00	\$103.85
	10/01/2024	\$71.55	\$10.90	\$23.20	\$0.00	\$105.65
	03/01/2025	\$73.35	\$10.90	\$23.20	\$0.00	\$107.45

Apprentice - SPRINKLER FITTER - Local 550 (Section A) Zone 1

Effective Date - 03/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$23.17	\$10.90	\$9.70	\$0.00	\$43.77
2	40	\$26.48	\$10.90	\$9.70	\$0.00	\$47.08
3	45	\$29.79	\$10.90	\$9.70	\$0.00	\$50.39
4	50	\$33.10	\$10.90	\$9.70	\$0.00	\$53.70
5	55	\$36.41	\$10.90	\$9.70	\$0.00	\$57.01
6	60	\$39.72	\$10.90	\$11.20	\$0.00	\$61.82
7	65	\$43.03	\$10.90	\$11.20	\$0.00	\$65.13
8	70	\$46.34	\$10.90	\$11.20	\$0.00	\$68.44
9	75	\$49.65	\$10.90	\$11.20	\$0.00	\$71.75
10	80	\$52.96	\$10.90	\$11.20	\$0.00	\$75.06

Effective Date - 10/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$23.78	\$10.90	\$9.70	\$0.00	\$44.38
2	40	\$27.18	\$10.90	\$9.70	\$0.00	\$47.78
3	45	\$30.58	\$10.90	\$9.70	\$0.00	\$51.18
4	50	\$33.98	\$10.90	\$9.70	\$0.00	\$54.58
5	55	\$37.37	\$10.90	\$9.70	\$0.00	\$57.97
6	60	\$40.77	\$10.90	\$11.20	\$0.00	\$62.87
7	65	\$44.17	\$10.90	\$11.20	\$0.00	\$66.27
8	70	\$47.57	\$10.90	\$11.20	\$0.00	\$69.67
9	75	\$50.96	\$10.90	\$11.20	\$0.00	\$73.06
10	80	\$54.36	\$10.90	\$11.20	\$0.00	\$76.46

Notes: Apprentice entered prior 9/30/10:
40/45/50/55/60/65/70/75/80/85
Steps are 850 hours

Apprentice to Journeyworker Ratio:1:3

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
STEAM BOILER OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2022	\$53.05	\$14.25	\$16.05	\$0.00	\$83.35
	06/01/2023	\$54.29	\$14.25	\$16.05	\$0.00	\$84.59
	12/01/2023	\$55.53	\$14.25	\$16.05	\$0.00	\$85.83
	06/01/2024	\$56.81	\$14.25	\$16.05	\$0.00	\$87.11
	12/01/2024	\$58.25	\$14.25	\$16.05	\$0.00	\$88.55
	06/01/2025	\$59.53	\$14.25	\$16.05	\$0.00	\$89.83
	12/01/2025	\$60.97	\$14.25	\$16.05	\$0.00	\$91.27
	06/01/2026	\$62.25	\$14.25	\$16.05	\$0.00	\$92.55
	12/01/2026	\$63.69	\$14.25	\$16.05	\$0.00	\$93.99
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2022	\$53.05	\$14.25	\$16.05	\$0.00	\$83.35
	06/01/2023	\$54.29	\$14.25	\$16.05	\$0.00	\$84.59
	12/01/2023	\$55.53	\$14.25	\$16.05	\$0.00	\$85.83
	06/01/2024	\$56.81	\$14.25	\$16.05	\$0.00	\$87.11
	12/01/2024	\$58.25	\$14.25	\$16.05	\$0.00	\$88.55
	06/01/2025	\$59.53	\$14.25	\$16.05	\$0.00	\$89.83
	12/01/2025	\$60.97	\$14.25	\$16.05	\$0.00	\$91.27
	06/01/2026	\$62.25	\$14.25	\$16.05	\$0.00	\$92.55
	12/01/2026	\$63.69	\$14.25	\$16.05	\$0.00	\$93.99
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TELECOMMUNICATION TECHNICIAN <i>ELECTRICIANS LOCAL 103</i>	03/01/2023	\$47.38	\$13.00	\$19.63	\$0.00	\$80.01

Apprentice - TELECOMMUNICATION TECHNICIAN - Local 103

Effective Date - 03/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$21.32	\$13.00	\$0.65	\$0.00	\$34.97
2	45	\$21.32	\$13.00	\$0.65	\$0.00	\$34.97
3	50	\$23.69	\$13.00	\$15.20	\$0.00	\$51.89
4	50	\$23.69	\$13.00	\$15.20	\$0.00	\$51.89
5	55	\$26.06	\$13.00	\$15.58	\$0.00	\$54.64
6	60	\$28.43	\$13.00	\$15.96	\$0.00	\$57.39
7	65	\$30.80	\$13.00	\$16.34	\$0.00	\$60.14
8	70	\$33.17	\$13.00	\$16.73	\$0.00	\$62.90
9	75	\$35.54	\$13.00	\$17.11	\$0.00	\$65.65
10	80	\$37.90	\$13.00	\$17.48	\$0.00	\$68.38

Notes:

Apprentice to Journeyworker Ratio:1:1

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TERRAZZO FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	02/01/2023	\$59.29	\$11.49	\$22.34	\$0.00	\$93.12
	08/01/2023	\$61.34	\$11.49	\$22.34	\$0.00	\$95.17
	02/01/2024	\$62.59	\$11.49	\$22.34	\$0.00	\$96.42
	08/01/2024	\$64.69	\$11.49	\$22.34	\$0.00	\$98.52
	02/01/2025	\$65.99	\$11.49	\$22.34	\$0.00	\$99.82
	08/01/2025	\$68.14	\$11.49	\$22.34	\$0.00	\$101.97
	02/01/2026	\$69.49	\$11.49	\$22.34	\$0.00	\$103.32
	08/01/2026	\$71.69	\$11.49	\$22.34	\$0.00	\$105.52
	02/01/2027	\$73.09	\$11.49	\$22.34	\$0.00	\$106.92

Apprentice - TERRAZZO FINISHER - Local 3 Marble & Tile

Effective Date - 02/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$29.65	\$11.49	\$22.34	\$0.00	\$63.48
2	60	\$35.57	\$11.49	\$22.34	\$0.00	\$69.40
3	70	\$41.50	\$11.49	\$22.34	\$0.00	\$75.33
4	80	\$47.43	\$11.49	\$22.34	\$0.00	\$81.26
5	90	\$53.36	\$11.49	\$22.34	\$0.00	\$87.19

Effective Date - 08/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$30.67	\$11.49	\$22.34	\$0.00	\$64.50
2	60	\$36.80	\$11.49	\$22.34	\$0.00	\$70.63
3	70	\$42.94	\$11.49	\$22.34	\$0.00	\$76.77
4	80	\$49.07	\$11.49	\$22.34	\$0.00	\$82.90
5	90	\$55.21	\$11.49	\$22.34	\$0.00	\$89.04

Notes:

Apprentice to Journeyworker Ratio:1:3

TEST BORING DRILLER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2022	\$46.58	\$9.35	\$17.97	\$0.00	\$73.90
	06/01/2023	\$47.58	\$9.35	\$17.97	\$0.00	\$74.90
	12/01/2023	\$48.83	\$9.35	\$17.97	\$0.00	\$76.15
	06/01/2024	\$50.31	\$9.35	\$17.97	\$0.00	\$77.63
	12/01/2024	\$51.78	\$9.35	\$17.97	\$0.00	\$79.10
	06/01/2025	\$53.28	\$9.35	\$17.97	\$0.00	\$80.60
	12/01/2025	\$54.78	\$9.35	\$17.97	\$0.00	\$82.10
	06/01/2026	\$56.33	\$9.35	\$17.97	\$0.00	\$83.65
	12/01/2026	\$57.83	\$9.35	\$17.97	\$0.00	\$85.15

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TEST BORING DRILLER HELPER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2022	\$42.70	\$9.35	\$17.97	\$0.00	\$70.02
	06/01/2023	\$43.70	\$9.35	\$17.97	\$0.00	\$71.02
	12/01/2023	\$44.95	\$9.35	\$17.97	\$0.00	\$72.27
	06/01/2024	\$46.43	\$9.35	\$17.97	\$0.00	\$73.75
	12/01/2024	\$47.90	\$9.35	\$17.97	\$0.00	\$75.22
	06/01/2025	\$49.40	\$9.35	\$17.97	\$0.00	\$76.72
	12/01/2025	\$50.90	\$9.35	\$17.97	\$0.00	\$78.22
	06/01/2026	\$52.45	\$9.35	\$17.97	\$0.00	\$79.77
	12/01/2026	\$53.95	\$9.35	\$17.97	\$0.00	\$81.27
For apprentice rates see "Apprentice- LABORER"						
TEST BORING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2022	\$42.58	\$9.35	\$17.97	\$0.00	\$69.90
	06/01/2023	\$43.58	\$9.35	\$17.97	\$0.00	\$70.90
	12/01/2023	\$44.83	\$9.35	\$17.97	\$0.00	\$72.15
	06/01/2024	\$46.31	\$9.35	\$17.97	\$0.00	\$73.63
	12/01/2024	\$47.78	\$9.35	\$17.97	\$0.00	\$75.10
	06/01/2025	\$49.28	\$9.35	\$17.97	\$0.00	\$76.60
	12/01/2025	\$50.78	\$9.35	\$17.97	\$0.00	\$78.10
	06/01/2026	\$52.33	\$9.35	\$17.97	\$0.00	\$79.65
	12/01/2026	\$53.83	\$9.35	\$17.97	\$0.00	\$81.15
For apprentice rates see "Apprentice- LABORER"						
TRACTORS/PORTABLE STEAM GENERATORS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2022	\$53.05	\$14.25	\$16.05	\$0.00	\$83.35
	06/01/2023	\$54.29	\$14.25	\$16.05	\$0.00	\$84.59
	12/01/2023	\$55.53	\$14.25	\$16.05	\$0.00	\$85.83
	06/01/2024	\$56.81	\$14.25	\$16.05	\$0.00	\$87.11
	12/01/2024	\$58.25	\$14.25	\$16.05	\$0.00	\$88.55
	06/01/2025	\$59.53	\$14.25	\$16.05	\$0.00	\$89.83
	12/01/2025	\$60.97	\$14.25	\$16.05	\$0.00	\$91.27
	06/01/2026	\$62.25	\$14.25	\$16.05	\$0.00	\$92.55
	12/01/2026	\$63.69	\$14.25	\$16.05	\$0.00	\$93.99
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.82	\$13.41	\$16.01	\$0.00	\$66.24
TUNNEL WORK - COMPRESSED AIR <i>LABORERS (COMPRESSED AIR)</i>	12/01/2022	\$54.81	\$9.35	\$18.42	\$0.00	\$82.58
	06/01/2023	\$55.81	\$9.35	\$18.42	\$0.00	\$83.58
	12/01/2023	\$57.06	\$9.35	\$18.42	\$0.00	\$84.83
	06/01/2024	\$58.54	\$9.35	\$18.42	\$0.00	\$86.31
	12/01/2024	\$60.01	\$9.35	\$18.42	\$0.00	\$87.78
	06/01/2025	\$61.51	\$9.35	\$18.42	\$0.00	\$89.28
	12/01/2025	\$63.01	\$9.35	\$18.42	\$0.00	\$90.78
	06/01/2026	\$64.56	\$9.35	\$18.42	\$0.00	\$92.33
	12/01/2026	\$66.06	\$9.35	\$18.42	\$0.00	\$93.83
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) <i>LABORERS (COMPRESSED AIR)</i>	12/01/2022	\$56.81	\$9.35	\$18.42	\$0.00	\$84.58
	06/01/2023	\$57.81	\$9.35	\$18.42	\$0.00	\$85.58
	12/01/2023	\$59.06	\$9.35	\$18.42	\$0.00	\$86.83
	06/01/2024	\$60.54	\$9.35	\$18.42	\$0.00	\$88.31
	12/01/2024	\$62.01	\$9.35	\$18.42	\$0.00	\$89.78
	06/01/2025	\$63.51	\$9.35	\$18.42	\$0.00	\$91.28
	12/01/2025	\$65.01	\$9.35	\$18.42	\$0.00	\$92.78
	06/01/2026	\$66.56	\$9.35	\$18.42	\$0.00	\$94.33
	12/01/2026	\$68.06	\$9.35	\$18.42	\$0.00	\$95.83
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2022	\$46.88	\$9.35	\$18.42	\$0.00	\$74.65
	06/01/2023	\$47.88	\$9.35	\$18.42	\$0.00	\$75.65
	12/01/2023	\$49.13	\$9.35	\$18.42	\$0.00	\$76.90
	06/01/2024	\$50.61	\$9.35	\$18.42	\$0.00	\$78.38
	12/01/2024	\$52.08	\$9.35	\$18.42	\$0.00	\$79.85
	06/01/2025	\$53.58	\$9.35	\$18.42	\$0.00	\$81.35
	12/01/2025	\$55.08	\$9.35	\$18.42	\$0.00	\$82.85
	06/01/2026	\$56.63	\$9.35	\$18.42	\$0.00	\$84.40
	12/01/2026	\$58.13	\$9.35	\$18.42	\$0.00	\$85.90
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR (HAZ. WASTE) <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2022	\$48.88	\$9.35	\$18.42	\$0.00	\$76.65
	06/01/2023	\$49.88	\$9.35	\$18.42	\$0.00	\$77.65
	12/01/2023	\$51.13	\$9.35	\$18.42	\$0.00	\$78.90
	06/01/2024	\$52.61	\$9.35	\$18.42	\$0.00	\$80.38
	12/01/2024	\$54.08	\$9.35	\$18.42	\$0.00	\$81.85
	06/01/2025	\$55.58	\$9.35	\$18.42	\$0.00	\$83.35
	12/01/2025	\$57.08	\$9.35	\$18.42	\$0.00	\$84.85
	06/01/2026	\$58.63	\$9.35	\$18.42	\$0.00	\$86.40
	12/01/2026	\$60.13	\$9.35	\$18.42	\$0.00	\$87.90
For apprentice rates see "Apprentice- LABORER"						
VAC-HAUL <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.24	\$13.41	\$16.01	\$0.00	\$65.66
WAGON DRILL OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
WAGON DRILL OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2022	\$36.81	\$9.35	\$16.89	\$0.00	\$63.05
	06/01/2023	\$37.71	\$9.35	\$16.89	\$0.00	\$63.95
	12/01/2023	\$38.61	\$9.35	\$16.89	\$0.00	\$64.85
	06/01/2024	\$39.94	\$9.35	\$16.89	\$0.00	\$66.18
	12/01/2024	\$41.27	\$9.35	\$16.89	\$0.00	\$67.51
	06/01/2025	\$42.66	\$9.35	\$16.89	\$0.00	\$68.90
	12/01/2025	\$44.04	\$9.35	\$16.89	\$0.00	\$70.28
	06/01/2026	\$45.48	\$9.35	\$16.89	\$0.00	\$71.72
	12/01/2026	\$46.92	\$9.35	\$16.89	\$0.00	\$73.16
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
WASTE WATER PUMP OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2022	\$53.63	\$14.25	\$16.05	\$0.00	\$83.93
	06/01/2023	\$54.88	\$14.25	\$16.05	\$0.00	\$85.18
	12/01/2023	\$56.13	\$14.25	\$16.05	\$0.00	\$86.43
	06/01/2024	\$57.43	\$14.25	\$16.05	\$0.00	\$87.73
	12/01/2024	\$58.88	\$14.25	\$16.05	\$0.00	\$89.18
	06/01/2025	\$60.18	\$14.25	\$16.05	\$0.00	\$90.48
	12/01/2025	\$61.63	\$14.25	\$16.05	\$0.00	\$91.93
	06/01/2026	\$62.93	\$14.25	\$16.05	\$0.00	\$93.23
	12/01/2026	\$64.38	\$14.25	\$16.05	\$0.00	\$94.68
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
WATER METER INSTALLER <i>PLUMBERS & GASFITTERS LOCAL 12</i>	02/26/2023	\$65.19	\$14.07	\$18.36	\$0.00	\$97.62
	09/03/2023	\$66.94	\$14.07	\$18.36	\$0.00	\$99.37
	03/03/2024	\$68.74	\$14.07	\$18.36	\$0.00	\$101.17
	09/01/2024	\$70.54	\$14.07	\$18.36	\$0.00	\$102.97
	03/02/2025	\$72.34	\$14.07	\$18.36	\$0.00	\$104.77
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						

Additional Apprentice Information:

Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the M.G.L. c. 149, ss. 26-27D. Apprentice ratios are established by the Division of Apprenticeship Training pursuant to M.G.L. c. 23, ss. 11E-11L.

All apprentices must be registered with the Division of Apprenticeship Training in accordance with M.G.L. c. 23, ss. 11E-11L.

All steps are six months (1000 hours.)

Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof, unless otherwise specified.

** Multiple ratios are listed in the comment field.

*** APP to JM; 1:1, 2:2, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.

**** APP to JM; 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.

NEWFIELD DRIVE PEDESTRIAN LIGHTING

THE MASSACHUSETTS HIGHWAY DEPARTMENT STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES DATED 2023, THE TOWN OF NATICK STANDARD CONSTRUCTION DETAILS DATED MARCH 1, 2016, THE OCTOBER 2017 CONSTRUCTION STANDARD DETAILS, THE LATEST MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS WITH MASSACHUSETTS AMENDMENTS, THE 1990 STANDARD DRAWINGS FOR SIGNS AND SUPPORTS, THE 1968 STANDARD DRAWINGS FOR TRAFFIC SIGNALS AND HIGHWAY LIGHTING, THE MASSACHUSETTS BAY TRANSPORTATION AUTHORITY BUS STOP DESIGN GUIDELINE DRAFT DATED SEPTEMBER 2014, THE LATEST PUBLIC-RIGHT-OF-WAY ACCESSIBILITY GUIDELINES (PROWAG), THE LATEST UNITED STATES ACCESS BOARD'S ADA AND ABA ACCESSIBILITY GUIDELINES, AND THE LATEST EDITION OF AMERICAN STANDARD FOR NURSERY STOCK, WILL GOVERN.

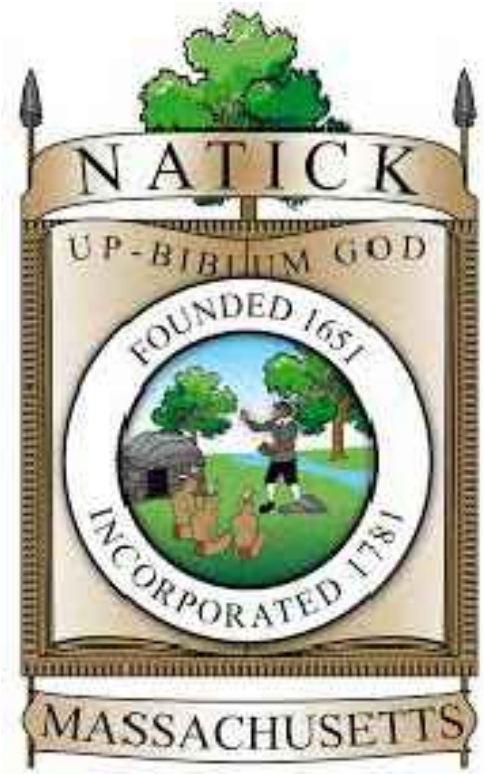
TOWN OF NATICK, MA

APRIL 2023

TOWN OF NATICK
DEPARTMENT OF PUBLIC WORKS
75 WEST STREET
NATICK, MA 01760

INDEX

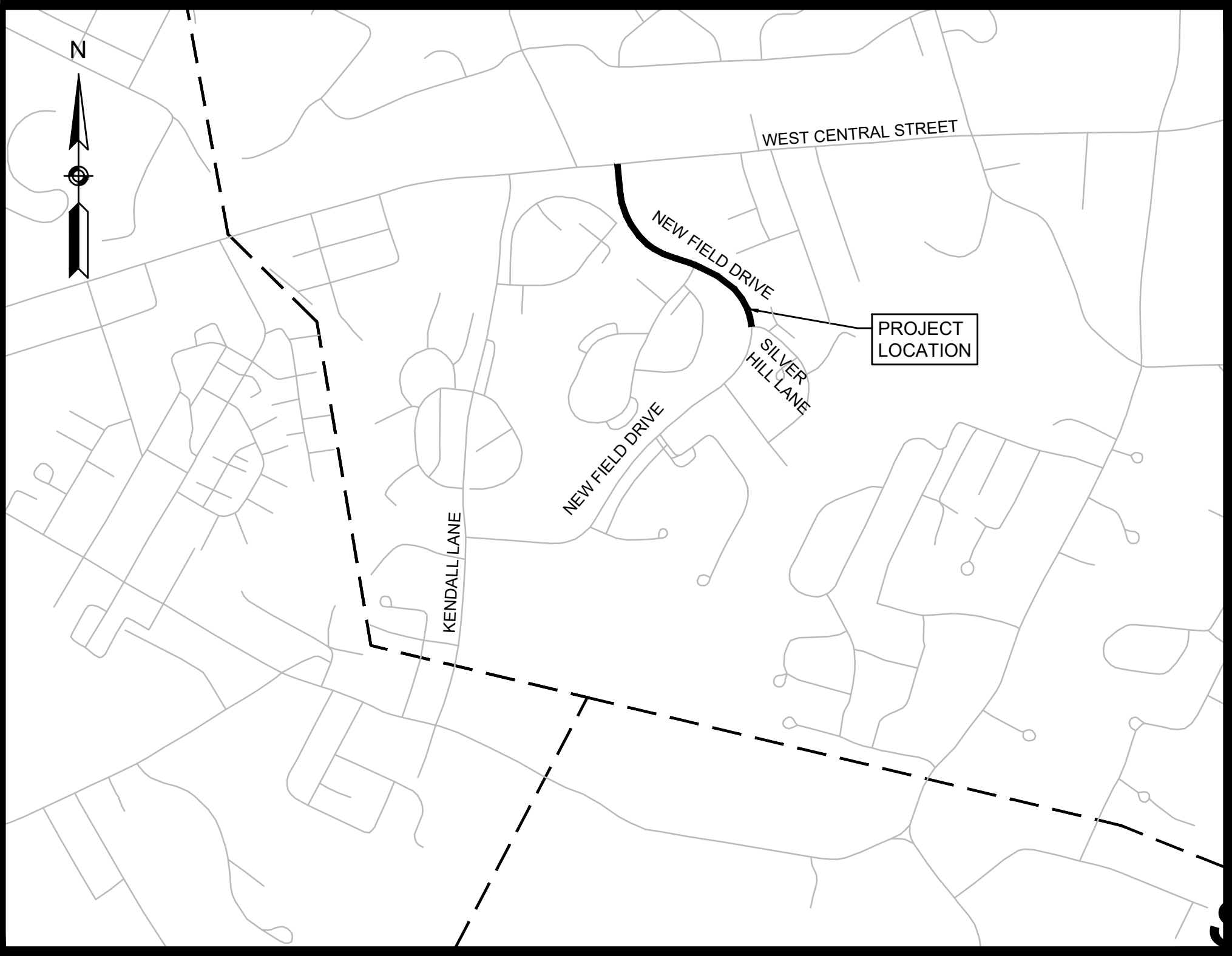
SHEET NO.	DESCRIPTION
01	TITLE SHEET & INDEX
02	GENERAL NOTES, LEGEND & ABBREVIATIONS
03	ELECTRICAL PLAN
04	PHOTOMETRIC PLAN
05-07	LIGHTING DETAILS



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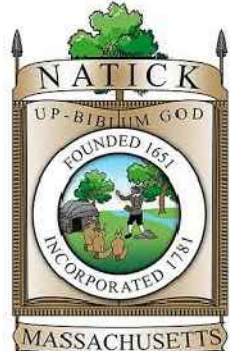
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VICINITY MAP
1"= 800' APPROX.

SURVEY NOTES:			GENERAL NOTES CONTINUED:			ABBREVIATIONS		ABBREVIATIONS (cont.)	
1. TOPOGRAPHIC INFORMATION SHOWN HEREON FOR THE WHEELCHAIR RAMP DESIGN IS BASED ON AN ON-THE-GROUND SURVEY PERFORMED BY LANDTECH CONSULTANTS IN JANUARY 2019.			22. REGULARLY INSPECT THE PERIMETER OF THE PROPERTY TO CLEAN UP AND REMOVE LOOSE CONSTRUCTION DEBRIS BEFORE IT LEAVES THE SITE. PROMPTLY REMOVE ALL DEMOLITION DEBRIS FROM THE SITE TO AN APPROVED DUMP SITE.			GENERAL		GENERAL	
2. RIGHT-OF-WAY LINE AND ABUTTER PROPERTY LINE INFORMATION SHOWN HEREON IS APPROXIMATE AND IS BASED ON GIS DATA AND PLANS OBTAINED FROM THE PUBLIC RECORDS. A RIGHT-OF-WAY BOUNDARY SURVEY WAS NOT PERFORMED.			23. ALL TRUCKS LEAVING THE SITE MUST BE COVERED.			AADT	ANNUAL AVERAGE DAILY TRAFFIC	PVC	POINT OF VERTICAL CURVATURE
3. COORDINATES (IN U.S. SURVEY FEET) ARE BASED ON THE MASS. STATE PLANE COORDINATE SYSTEM (MAINLAND ZONE) REFERENCED TO THE NORTH AMERICAN DATUM OF 1983 (NAD83), CORS ADJUSTMENT (NA2011/GEOID 12A) AS DETERMINED BY GPS OBSERVATIONS PERFORMED IN JANUARY 2019 UTILIZING THE MACORS (MASSACHUSETTS CONTINUOUS OPERATING REFERENCE STATION NETWORK) RTK GPS NETWORK.			24. DO NOT WASH ANY CONCRETE TRUCKS ONSITE. REMOVE BY HAND ANY CEMENT OR CONCRETE DEBRIS LEFT IN THE DISTURBED AREA.			ABAN	ABANDON	PVI	POINT OF VERTICAL INTERSECTION
4. VERTICAL DATUM IS REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88), CORS ADJUSTMENT (NA2011/GEOID 12A) AS DETERMINED BY REDUNDANT GPS OBSERVATIONS PERFORMED IN JANUARY 2019 UTILIZING THE MACORS (MASSACHUSETTS CONTINUOUS OPERATING REFERENCE STATION NETWORK) RTK GPS NETWORK.			25. BURIAL OF ANY STUMPS, SOLID DEBRIS, AND/OR STONES/BOULDERS ONSITE IS PROHIBITED.			ADJ	ADJUST	PVT	POINT OF VERTICAL TANGENCY
5. THE AERIAL IMAGERY SHOWN HEREON FOR NEWFIELD DRIVE AND WEST STREET IS BASED ON AVAILABLE INFORMATION FROM MASSGIS.			26. IMMEDIATELY CONTACT AND COORDINATE WITH THE ENGINEER AND OWNER IF ANY DEVIATION OR ALTERATION OF THE WORK PROPOSED ON THESE DRAWINGS IS REQUIRED.			APPROX.	APPROXIMATE	PVMT	PAVEMENT
GENERAL CONSTRUCTION NOTES:			27. AT THE END OF CONSTRUCTION, REMOVE ALL CONSTRUCTION DEBRIS AND SURPLUS MATERIALS FROM THE SITE PERFORM A THOROUGH INSPECTION OF THE WORK PERIMETER. COLLECT AND REMOVE ALL MATERIALS AND BLOWN OR WATER CARRIED DEBRIS FROM THE SITE.			BB	BENCHMARK	PWW	PAVED WATER WAY
1. PROPOSED STREET LIGHTS, FOUNDATIONS, CONDUIT AND ELECTRICAL CONTROL CABINET SHOWN ON PLANS ARE APPROXIMATE IN NATURE, CONTRACTOR SHALL VERIFY DIMENSIONS IN THE FIELD AND TOWN SHALL APPROVE THE EXACT LOCATIONS PRIOR TO INSTALLATION. IF THERE ARE ANY CONFLICTS OR DISCREPANCIES, CONTRACTOR SHALL CONTACT TOWN FOR VERIFICATION.			28. THE CONTRACTOR SHALL PROVIDE FOR THE SAFE AND ORDERLY PASSAGE OF VEHICULAR AND PEDESTRIAN TRAFFIC IN AREAS UNDER CONSTRUCTION.			BIT.	BITUMINOUS	R	RADIUS OF CURVATURE
2. CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE FOLLOWING: THE MASSACHUSETTS HIGHWAY DEPARTMENT STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES DATED 1988, AS AMENDED, THE SUPPLEMENTAL SPECIFICATIONS DATED JULY 1, 2015, THE 2017 CONSTRUCTION STANDARD DETAILS, TOWN OF NATICK STANDARD CONSTRUCTION DETAILS DATED MARCH 1, 2016, THE 1996 CONSTRUCTION AND TRAFFIC STANDARD DETAILS (AS RELATES TO TRAFFIC STANDARD DETAILS ONLY), THE LATEST MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS WITH LATEST REVISIONS AND MASSACHUSETTS AMENDMENTS, THE 1990 STANDARD DRAWINGS FOR SIGNS AND SUPPORTS, THE 1968 STANDARD DRAWINGS FOR TRAFFIC SIGNALS AND HIGHWAY LIGHTING AND THE LATEST EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK.			29. SHOP DRAWINGS OF ALL STREET LIGHTING FIXTURE AND MANUFACTURED COMPONENTS SHALL BE SUBMITTED FOR APPROVAL BEFORE ORDERING.			BC	BOTTOM OF CURB	R&D	REMOVE AND DISPOSE
3. IT IS THE INTENT OF THE DESIGN TO PROVIDE A MINIMUM CONSTRUCTED SIDEWALK WIDTH FOR A PATH OF TRAVEL PAST ALL OBSTRUCTIONS OF 3'-0" CLEARANCE FOR HANDICAP ACCESSIBILITY (IN ACCORDANCE WITH THE LATEST A.D.A. AND MASSDOT REQUIREMENTS). THE CONTRACTOR SHALL VERIFY THAT ALL POTENTIAL OBSTRUCTIONS HAVE BEEN ADDRESSED IN THE PLANS INCLUDING BUT NOT LIMITED TO FOUNDATIONS, SIGNS, MAILBOXES, UTILITY POLES, AND HYDRANTS SO THEY ARE LOCATED TO PROVIDE THIS MINIMUM PATH OF TRAVEL CLEARANCE AND A MINIMUM 18" TYPICAL CLEARANCE TO THE FACE OF CURB. NO UTILITY POLES OR OBSTRUCTIONS ARE PERMITTED WITHIN WHEELCHAIR RAMPS.			30. DO NOT SCALE DRAWINGS UNLESS OTHERWISE NOTED. WRITTEN DIMENSIONS SHALL PREVAIL. REPORT ANY DISCREPANCIES TO THE ENGINEER IMMEDIATELY.			BD.	BOUND	RCP	REINFORCED CONCRETE PIPE
4. THE TERM "PROPOSED" (PROP) MEANS WORK TO BE CONSTRUCTED HEREIN USING NEW MATERIALS OR WHERE APPLICABLE, REUSING EXISTING MATERIALS IDENTIFIED AS "REMOVE AND RESET" (R&R). ALL OTHER MATERIALS SHALL BE "REMOVED AND DISCARDED" (R&D) OR DISPOSED OF OFF SITE WITH THE EXCEPTION OF MATERIALS LABELED AS "REMOVED AND STACKED" (R&S) WHICH SHALL BE TRANSPORTED AND AND STACKED AT A LOCATION DESIGNATED BY THE TOWN AND OR ENGINEER.			31. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE REGULATIONS OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA).THE CONTRACTOR SHALL RESTORE ALL PUBLIC AND PRIVATE PROPERTY TO ITS PRE-CONSTRUCTION CONDITION AT NO ADDITIONAL COST TO THE TOWN.			BL	BASELINE	REM	REMOVE
5. MAKE ALL NECESSARY CONSTRUCTION NOTIFICATIONS AND APPLY FOR AND OBTAIN ALL NECESSARY CONSTRUCTION PERMITS, PAY ALL FEES INCLUDING POLICE DETAILS AND POST ALL BONDS, IF NECESSARY, ASSOCIATED WITH THE SAME, AND COORDINATE WITH THE OWNER AND THE ENGINEER.			32. THE CONTRACTOR SHALL RESTORE ALL PUBLIC AND PRIVATE PROPERTY TO ITS PRE-CONSTRUCTION CONDITION AT NO ADDITIONAL COST TO THE TOWN.			BLDG	BUILDING	RET	RETAIN
6. THE CONTRACTOR SHALL NOT STORE ANY APPARATUS, MATERIALS, SUPPLIES, OR EQUIPMENT ON DRAINAGE STRUCTURES, PRIVATE PROPERTY OR WITHIN 100 FEET OF WETLANDS, UNLESS DIRECTED TO DO SO BY THE CONTRACT DOCUMENTS.			33. IN THOSE INSTANCES WHERE POWER OR TELEPHONE POLE SUPPORT IS REQUIRED, THE CONTRACTOR SHALL PROVIDE A MINIMUM 48-HOUR NOTIFICATION TO THE RESPECTIVE UTILITY COMPANY. NO ADDITIONAL PAYMENT WILL BE PROVIDED FOR TEMPORARY BRACING OF UTILITIES.			BM	BENCHMARK	RET WALL	RETAINING WALL
7. ALL EXISTING CONDITIONS SHOWN ARE APPROXIMATE AND ARE BASED ON THE BEST INFORMATION AVAILABLE. PRIOR TO THE START CONSTRUCTION VERIFY THAT THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS DO NOT CONFLICT WITH ANY KNOWN EXISTING OR OTHER PROPOSED IMPROVEMENTS. IF ANY CONFLICTS ARE DISCOVERED, NOTIFY THE OWNER AND THE ENGINEER PRIOR TO INSTALLING ANY PORTION OF THE SITE WORK WHICH WOULD BE AFFECTED.			34. ALL STRUCTURES AND PIPELINES LOCATED ADJACENT TO THE TRENCH EXCAVATION SHALL BE PROTECTED AND FIRMLY SUPPORTED BY THE CONTRACTOR UNTIL THE TRENCH IS BACKFILLED. INJURY TO ANY SUCH STRUCTURE CAUSED BY, OR RESULTING FROM, THE CONTRACTOR'S OPERATIONS SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE. ALL UTILITIES REQUIRING REPAIR, RELOCATION OR ADJUSTMENT AS A RESULT OF THE PROJECT SHALL BE COORDINATED THROUGH THE RESPECTIVE UTILITY AND THE TOWN.			BO	BY OTHERS	ROW	RIGHT OF WAY
8. THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AND STRUCTURES AS INDICATED ON THE DRAWINGS ARE BASED ON RECORDS OF VARIOUS UTILITY COMPANIES, AND WHEREVER POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THIS INFORMATION IS NOT TO BE RELIED UPON AS BEING EXACT OR COMPLETE. VERIFY THE LOCATION OF ALL UNDERGROUND UTILITIES AND STRUCTURES IN THE FIELD PRIOR TO THE START OF CONSTRUCTION. CONTACT THE APPROPRIATE UTILITY COMPANY, ANY GOVERNING PERMITTING AUTHORITY IN THE TOWN, AND "DIGSAFE" (1-888-344-7233) AT LEAST 72 HOURS PRIOR TO ANY EXCAVATION WORK IN PREVIOUSLY UNALTERED AREAS TO REQUEST EXACT FIELD LOCATION OF UTILITIES. THE CONTRACTOR MUST RESOLVE CONFLICTS BETWEEN THE PROPOSED UTILITIES AND FIELD-LOCATED UTILITIES AND REPORT ANY DISCREPANCIES TO THE ENGINEER IMMEDIATELY. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR DAMAGES INCURRED AS A RESULT OF UTILITIES OMITTED, INCOMPLETELY OR INACCURATELY SHOWN. THE CONTRACTOR MUST MAINTAIN ACCURATE RECORDS OF THE LOCATION AND ELEVATION OF ALL WORK INSTALLED AND EXISTING UTILITIES FOUND DURING CONSTRUCTION FOR THE PREPARATION OF THE AS-BUILT PLAN.			35. THE CONTRACTOR IS TO TAKE SPECIAL CARE NOT TO DAMAGE TREES, BUSHES, PLANTS, FLOWERS, STONEWALLS, FENCES, ETC. WITHIN THE CONSTRUCTION AREA UNLESS THEY ARE NOTED TO BE REMOVED. CONTRACTOR SHALL REPLACE AT NO COST TO OWNER, ALL DAMAGED ITEMS.			BOS	BOTTOM OF SLOPE	R&R	REMOVE AND RESET
9. THE CONTRACTOR SHALL COORDINATE ALL ARRANGEMENTS IF ANY ALTERATION AND OR ADJUSTMENT OF ELECTRIC, TELEPHONE, GAS AND ANY OTHER PRIVATE UTILITY.			36. CONTRACTOR SHALL REMOVE AND REPLACE, OR REPAIR, ALL CURBS, SIDEWALKS, PAVEMENT AND OTHER ITEMS DAMAGED BY HIS CONSTRUCTION ACTIVITIES TO AT LEAST THEIR ORIGINAL CONDITION, AND TO THE SATISFACTION OF THE TOWN AND ENGINEER.			CB	CATCH BASIN	R&S	REMOVE AND STACK
10. SHOULD AN EXISTING UTILITY BE FOUND TO BE IN CONFLICT WITH THE PROPOSED WORK, THE LOCATION, SIZE AND TYPE SHALL BE ACCURATELY DETERMINED WITHOUT DELAY, BY THE CONTRACTOR, AND THE INFORMATION FURNISHED TO THE TOWN AND OR ENGINEER FOR RESOLUTION OF THE CONFLICT.			37. ANY TRAFFIC SIGNAL EQUIPMENT (LIGHTS, CONDUITS, LOOP DETECTORS) DISTURBED SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR AS DIRECTED BY THE TOWN AT THE CONTRACTOR'S EXPENSE.			CBCI	CATCH BASIN WITH CURB INLET	RT	RIGHT
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING OR REMODELING ALL DRAINAGE, WATER, OR SEWER STRUCTURES TO THE FINISHED ELEVATION, IF IMPACTED WITHIN THE LIMITS OF THE PROJECT, UNLESS OTHERWISE NOTED.			38. THE CONTRACTOR SHALL BE REQUIRED TO PROVIDE A TELEPHONE NUMBER WHERE THE CONTRACTOR CAN BE REACHED 24 HOURS A DAY, 7 DAYS A WEEK.			CEM	CEMENT	SB	STONE BOUND
12. ALL WORK TO COMPLETE THIS PROJECT AS INDICATED ON THE DRAWINGS AND IN THE SPECIFICATIONS IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR.			39. THE LOCATION AND LIMITS OF ALL ON-SITE WORK AND STORAGE AREAS SHALL BE REVIEWED/COORDINATED WITH, AND ACCEPTABLE TO THE TOWN. THE CONTRACTOR SHALL LIMIT ACTIVITIES TO THESE AREAS.			CI	CURB INLET	SHLDR	SHOULDER
13. THE CONTRACTOR MUST MAINTAIN ALL EXISTING UTILITIES IN WORKING ORDER AND FREE FROM DAMAGE DURING THE ENTIRE DURATION OF THE PROJECT. REPAIR ANY DAMAGE TO EXISTING UTILITY LINES OR STRUCTURES INCURRED DURING CONSTRUCTION OPERATIONS AT NO COST TO THE OWNER. THE CONTRACTOR IS RESPONSIBLE FOR ALL COST RELATED TO THE REPAIR OF UTILITIES. EXCAVATION REQUIRED WITHIN THE PROXIMITY OF EXISTING UTILITY LINES MUST BE DONE BY HAND.			40. THE CONTRACTOR SHALL BE REQUIRED TO TEMPORARILY PAVE ALL DISTURBED TRAVEL WAYS, SIDEWALKS & DRIVEWAYS NOT UNDER CONSTRUCTION OR IF LEFT DURING NON WORKING HOURS AND AS REQUIRED BY THE TOWN.			CIP	CAST IRON PIPE	SMH	SEWER MANHOLE
14. COORDINATE ALL TRENCHING WORK WITHIN ROADWAYS WITH THE PROPER LOCAL & STATE AGENCY. THE CONTRACTOR IS RESPONSIBLE FOR ALL TRENCH SAFETY INCLUDING ANY LOCAL AND/OR STATE PERMITS REQUIRED FOR THE TRENCH WORK. IF THIS WORK IS REQUIRED TO OCCUR OUTSIDE THE AGREED UPON HOURS OF OPERATION FOR THE FACILITY, THE CONTRACTOR MUST PLAN ACCORDINGLY.			ELECTRICAL NOTES:			CLF	CHAIN LINK FENCE	ST	STREET
15. INSTALL ALL UTILITY TRENCH WORK PRIOR TO INSTALLING NEW PAVEMENT AS INDICATED ON THE DRAWINGS.			1. ALL WORK TO BE COMPLETED IN ACCORDANCE WITH THE LATEST APPLICABLE STANDARDS OF ANSI, NEMA, UL, NFPA-70, AND THE MASSACHUSETTS ELECTRICAL CODE REGARDS TO MATERIAL, DESIGN, AND CONSTRUCTION.			CL	CENTERLINE	STA	STATION
16. IMPORT ONLY CLEAN MATERIAL. MATERIAL FROM AN EXISTING OR FORMER 21E SITE AS DEFINED BY THE MASSACHUSETTS CONTINGENCY PLAN 310 CMR 40.0000 WILL NOT BE ACCEPTED.			2. CONTRACTOR SHALL NOTIFY DIG SAFE AT 1-888-DIG-SAFE AT LEAST 72 HOURS PRIOR TO BEGINNING ANY EXCAVATION.			CMP	CORRUGATED METAL PIPE	SSD	STOPPING SIGHT DISTANCE
17. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ESTABLISH AND MAINTAIN ALL CONTROL POINTS AND BENCHMARKS DURING CONSTRUCTION INCLUDING BENCHMARK LOCATIONS AND ELEVATIONS AT CRITICAL AREAS. COORDINATE WITH THE ENGINEER THE LOCATION OF ALL CONTROL POINTS AND BENCHMARKS.			3. PVC CONDUIT AND FITTINGS SHALL CONFORM TO ANSI/NEMA SPECIFICATIONS, TC-2, TC-3, AND UL-651.			CRW	CONCRETE RETAINING WALL	SHLO	STATE HIGHWAY LAYOUT LINE
18. SITE LAYOUT SURVEY REQUIRED FOR CONSTRUCTION MUST BE PROVIDED BY THE CONTRACTOR AND PERFORMED BY A MASSACHUSETTS' REGISTERED PROFESSIONAL LAND SURVEYOR. AS INCIDENTAL TO THIS PROJECT THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH THE SURVEYOR FOR ALL SITE SURVEY WORK.			4. CONTRACTOR SHALL OBTAIN ALL NECESSARY INSPECTIONS AND COORDINATE ALL WORK WITH THE OWNER AND THE TOWN TRENCHES SHALL BE INSPECTED PRIOR TO BACKFILLING.			CSP	CORRUGATED STEEL PIPE	SMRW	STONE MASONRY RETAINING WALL
19. MAINTAIN ALL GRADE STAKES SET BY THE SURVEYOR. GRADE STAKES ARE TO REMAIN UNTIL A FINAL INSPECTION OF THE ITEM HAS BEEN COMPLETED BY THE ENGINEER. RE-STAKING OF PREVIOUSLY SURVEYED SITE FEATURES IS THE RESPONSIBILITY (INCLUDING COST) OF THE CONTRACTOR.			5. LOCATIONS OF ALL UTILITIES ARE APPROXIMATE AND ARE PROVIDED FOR INFORMATION ONLY.			CO.	COUNTY	SRW	STONE RETAINING WALL
20. PROVIDE ALL CONSTRUCTION SERVICE IN ACCORDANCE WITH APPLICABLE LAWS AND REGULATIONS REGARDING NOISE, VIBRATION, DUST, SEDIMENTATION CONTAINMENT, AND TRENCH WORK.			6. CONTRACTOR TO BALANCE THE NUMBER OF LIGHTING FIXTURES ON EACH CIRCUIT.			CONC	CONCRETE	SW	SIDEWALK
21. COLLECT SOLID WASTES AND STORE IN A SECURED DUMPSTER. THE DUMPSTER MUST MEET ALL LOCAL AND STATE SOLID WASTE MANAGEMENT REGULATIONS.			7. CONTRACTOR TO LOCATE ALL ELECTRICAL EQUIPMENT AS DIRECTED BY THE TOWN.			CONT	CONTINUOUS	T	TANGENT DISTANCE OF CURVE
			8. ALL POWER CABLE BELOW GRADE TO BE 600V, TYPE XHHW-2.			CONST	CONSTRUCTION	TAN	TANGENT
						CR GR	CROWN GRADE	TEMP	TEMPORARY
						DHV	DESIGN HOURLY VOLUME	TC	TOP OF CURB
						DI	DROP INLET	TOS	TOP OF SLOPE
						DIA	DIAMETER	TYP	TYPICAL
						DIP	DUCTILE IRON PIPE	UGE	UNDERGROUND ELECTRIC
						DW	STEADY DON'T WALK	UP	UTILITY POLE
						DWY	DRIVEWAY	VAR	VARIES
						ELEV (or EL.)	ELEVATION	VERT	VERTICAL
						EOP	EDGE OF PAVEMENT	VC	VERTICAL CURVE
						EXIST (or EX)	EXISTING	VCC	VERTICAL CONCRETE CURB
						F&C	FRAME AND COVER	WCR	WHEEL CHAIR RAMP
						F&G	FRAME AND GRATE	WG	WATER GATE
						FLDSTN	FIELDSTONE	WIF	WROUGHT IRON FENCE
						GAR	GARAGE	WIP	WROUGHT IRON PIPE
						GD	GROUND	WM	WATER METER/WATER MAIN
						GG	GAS GATE		
						GI	GUTTER INLET		
						HMA	HOT MIX ASPHALT		
						HOR	HORIZONTAL		
						HYD	HYDRANT		
						INV	INVERT		
						L	LENGTH OF CURVE		
						LP	LIGHT POLE		
						LT	LEFT		
						MAX	MAXIMUM		
						MB	MAILBOX		
						MH	MANHOLE		
						MHB	MASSACHUSETTS HIGHWAY BOUND		
						MIN	MINIMUM		
						NIC	NOT IN CONTRACT		
						NO.	NUMBER		
						PC	POINT OF CURVATURE		
						PCC	POINT OF COMPOUND CURVATURE		
						P.G.L.	PROFILE GRADE LINE		
						PI	POINT OF INTERSECTION		
						PKF	PICKET FENCE		
						POT	POINT ON TANGENT		
						PRC	POINT OF REVERSE CURVATURE		
						PRF	POST AND RAIL FENCE		
						PROJ	PROJECT		
						PROP	PROPOSED		
						PT	POINT OF TANGENCY		



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				Scale	AS NOTED	THIS LINE IS ONE INCH LONG WHEN PLOTTED AT FULL SCALE ON A 22" X 34" DRAWING
				Date	APRIL 2023	
				Job No.	23004011	
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				Drawn by		
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				Approved by		

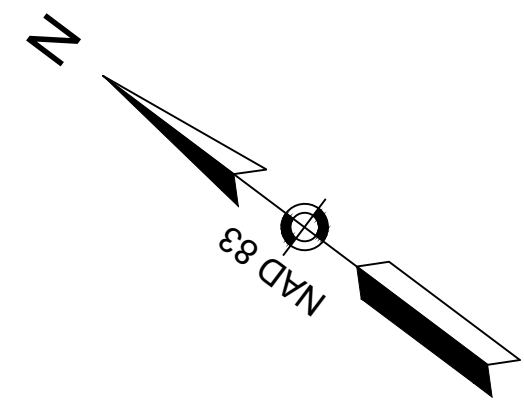
NEWFIELD DRIVE PEDESTRIAN LIGHTING
NATICK, MASSACHUSETTS

GENERAL NOTES,
LEGEND & ABBREVIATIONS

Sheet No.

02

Drawing file: I:\Natick_323\2304011 - Newfield Dr. Lighting Bid Document Update\01 ACAD\Sheet\02_ General Notes.dwg Plot Date: Mar 29 2023 10:49pm



W CENTRAL ST (RTE 135)

NEWFIELD DR

NEWFIELD DR

SILVER HILL LN

POST OAK

EXISTING UTILITY POLE #118/1X, RISER FOR 2" CONDUIT FOR ELECTRIC SERVICE

PROP ELEC. CABINET ON CONC. FOUNDATION

EXISTING SIDEWALK (TYP 5' WIDTH), TO REMAIN

PROP. 2" NM CONDUIT BETWEEN LIGHT POLE FOUNDATIONS WITH 3W#4AWG 600V WIRE W/GND. (TYP. OF ALL)

PROP 14' PEDESTRIAN LIGHT POLES IN GRASS STRIP (TYP. OF 18), APPROX. 85' SPACING ON CENTER

PHASE 1 WORK
PHASE 2 WORK

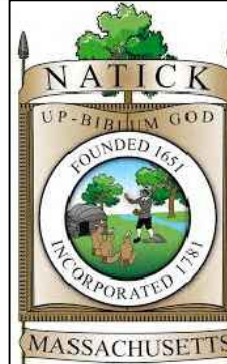
PROP. 23' LIGHT POLES WITH ARM AND FIXTURE AT SILVER HILL LANE FOR CROSSWALK LIGHTING (TYP OF 2)

LEGEND

- FOUNDATION WITH STREET LIGHT POLES
- CONDUIT

ELECTRICAL NOTES:

1. PROPOSED STREET LIGHTS, FOUNDATIONS, CONDUIT AND ELECTRICAL CONTROL CABINET SHOWN ON PLANS ARE APPROXIMATE IN NATURE. CONTRACTOR SHALL VERIFY DIMENSIONS IN THE FIELD AND TOWN SHALL APPROVE THE EXACT LOCATIONS PRIOR TO INSTALLATION. IF THERE ARE ANY CONFLICTS OR DISCREPANCIES, CONTRACTOR SHALL CONTACT TOWN FOR VERIFICATION.
2. ALL WORK TO BE COMPLETED IN ACCORDANCE WITH THE LATEST APPLICABLE STANDARDS OF ANSI, NEMA, UL, NFPA-70, AND THE MASSACHUSETTS ELECTRICAL CODE WITH REGARDS TO MATERIAL, DESIGN, AND CONSTRUCTION.
3. CONTRACTOR SHALL NOTIFY DIG SAFE AT 1-888-DIG-SAFE, AT LEAST 72 HOURS PRIOR TO BEGINNING ANY EXCAVATION.
4. PVC CONDUIT AND FITTINGS SHALL CONFORM TO ANSI/NEMA SPECIFICATIONS, TC-2, TC-3 AND UL-651.
5. CONTRACTOR SHALL OBTAIN ALL NECESSARY INSPECTIONS AND COORDINATE ALL WORK WITH THE OWNER AND THE CITY/TOWN. TRENCHES SHALL BE INSPECTED PRIOR TO BACKFILLING.
6. LOCATIONS OF ALL UTILITIES ARE APPROXIMATE AND ARE PROVIDED FOR INFORMATION ONLY.
7. CONTRACTOR TO BALANCE THE NUMBER OF LIGHTING FIXTURES ON EACH CIRCUIT
8. CONTRACTOR TO LOCATE ALL ELECTRICAL EQUIPMENT AS DIRECTED BY THE OWNER, ARCHITECT & ENGINEER.
9. ALL POWER CABLES BELOW GRADE TO BE 600V, TYPE XHHW-2.



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01	3/22/23	DRAFT SUBMISSION	
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Drawn by	
Checked by	
Approved by	



NEWFIELD DRIVE PEDESTRIAN LIGHTING
NATICK, MASSACHUSETTS

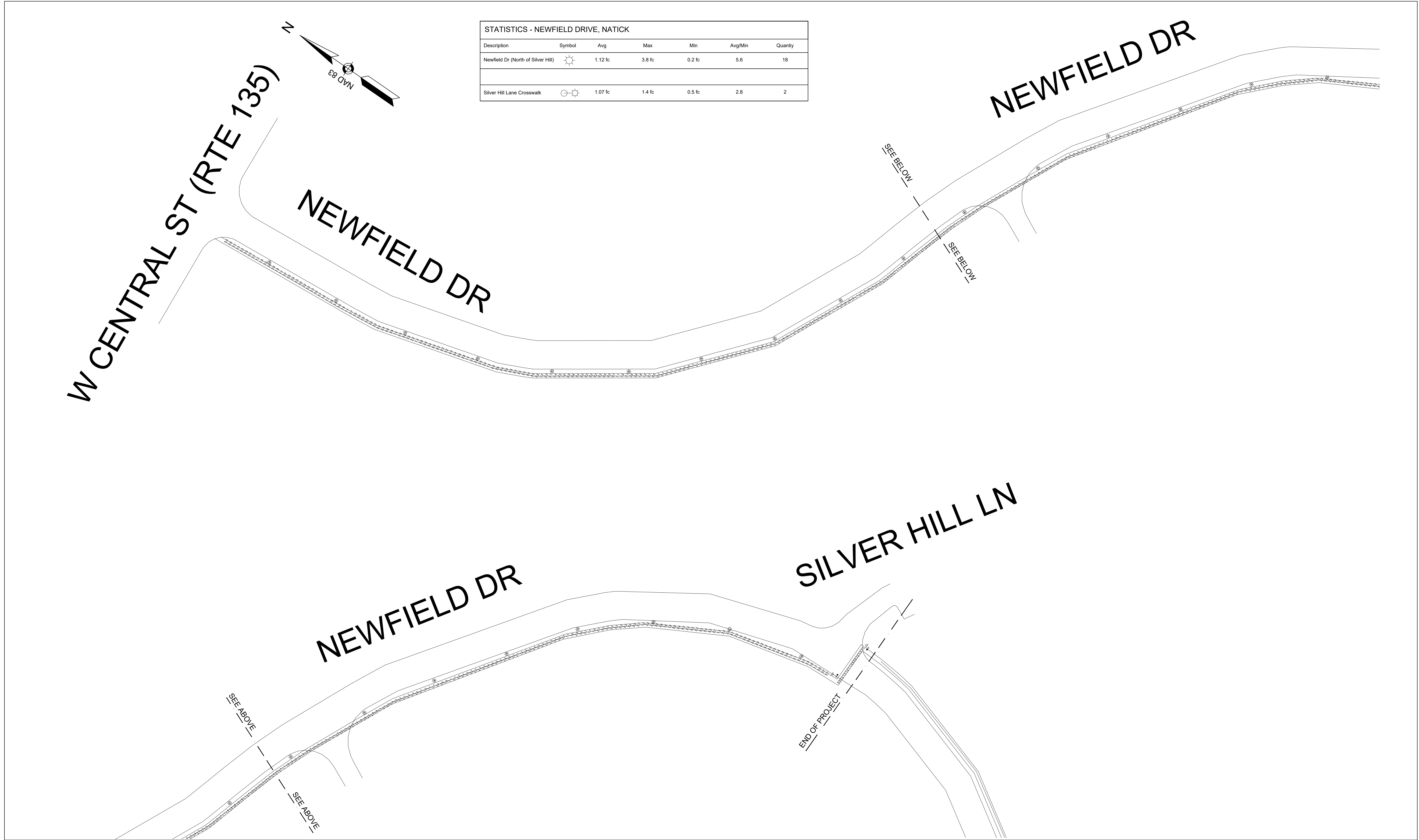
NEWFIELD DRIVE
ELECTRICAL PLAN

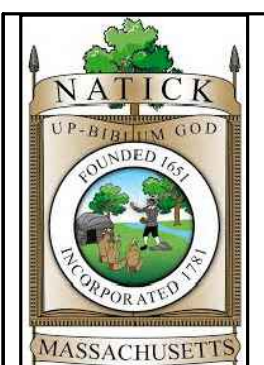
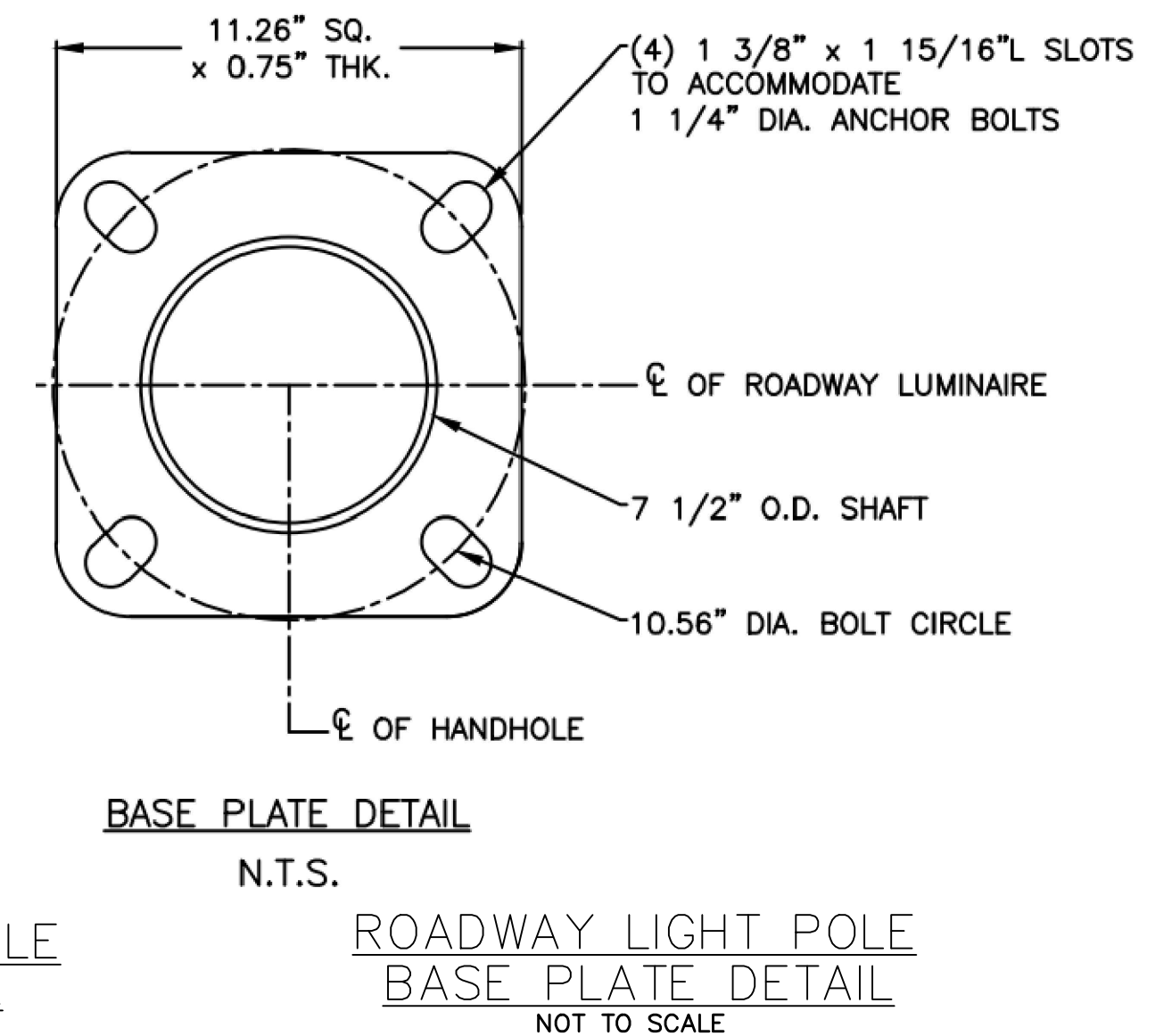
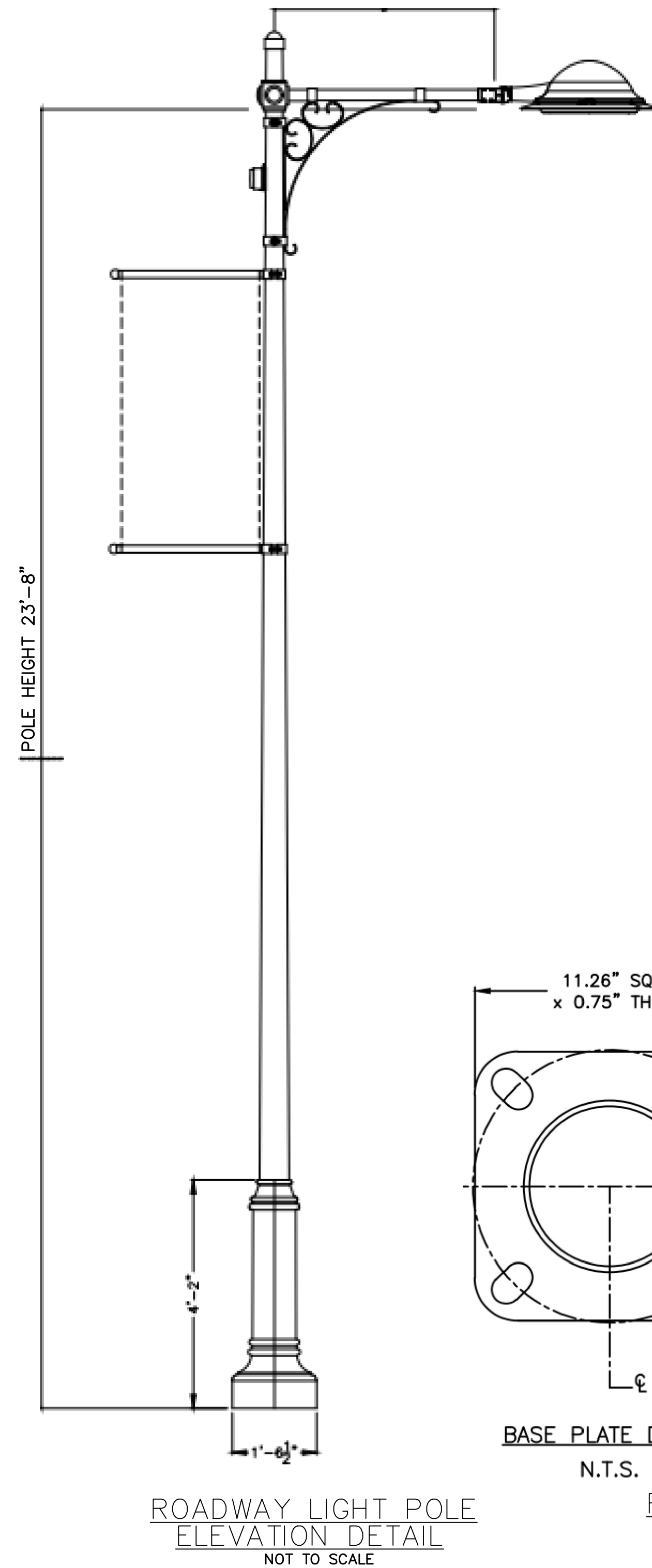
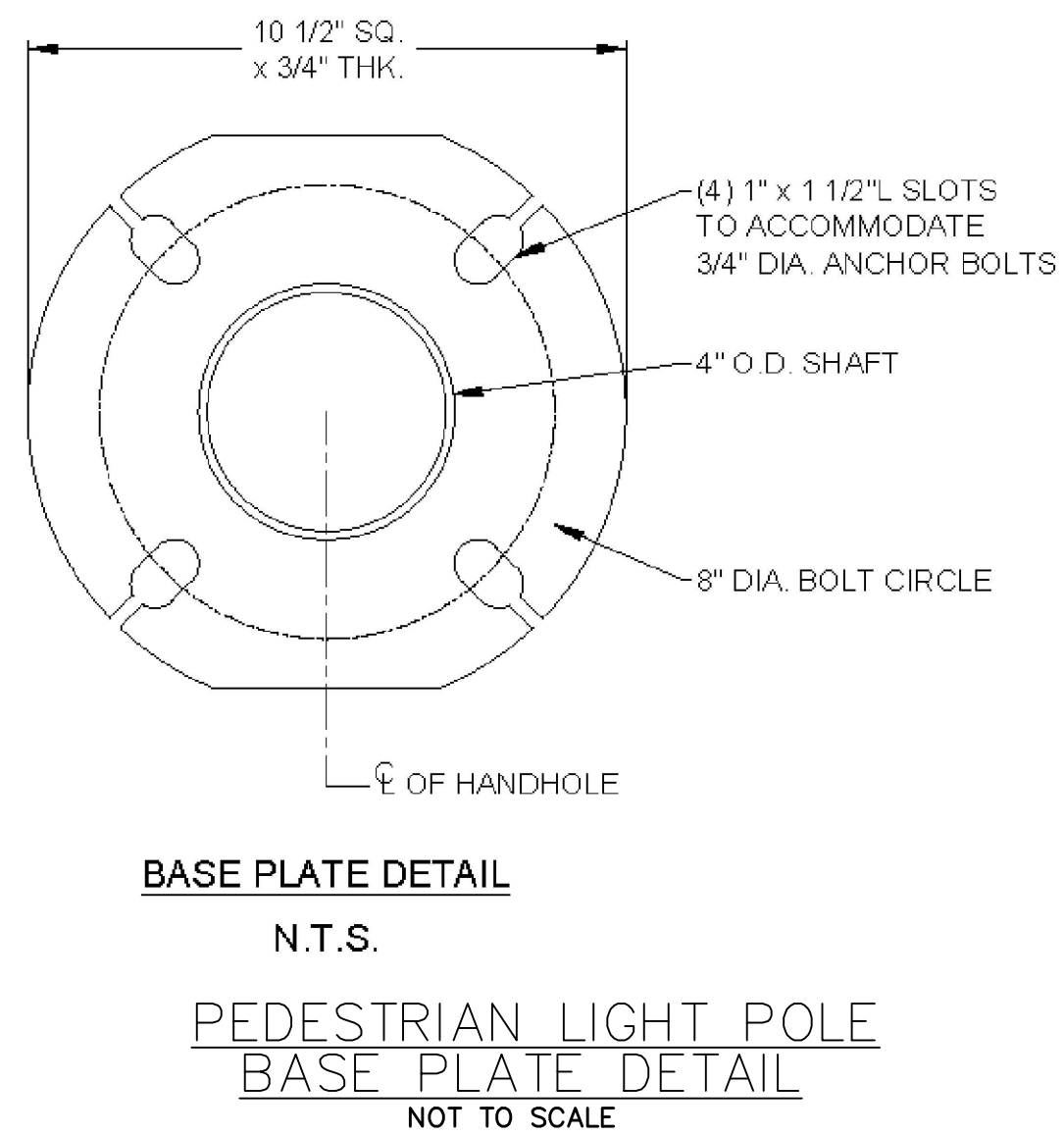
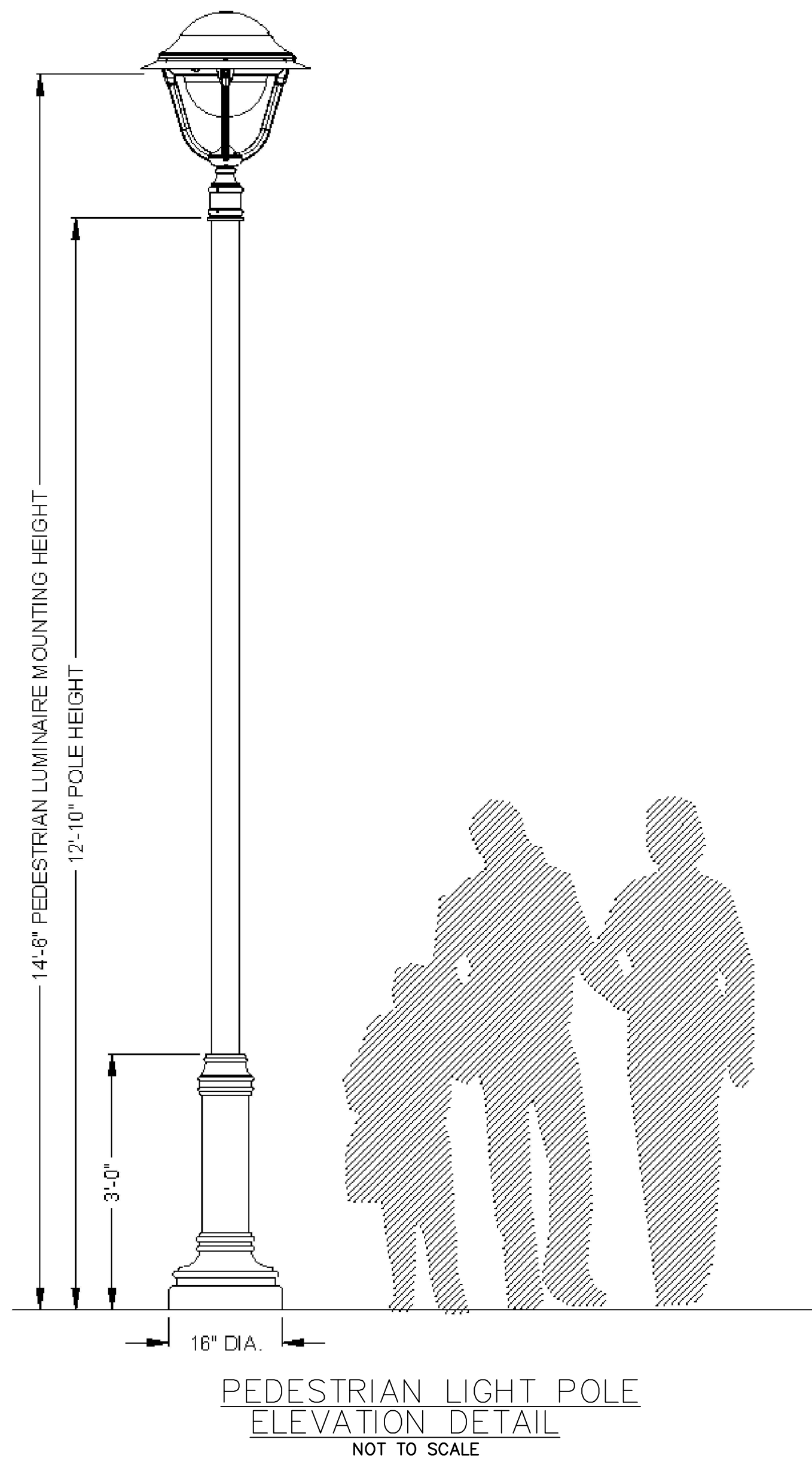
SCALE: 1" = 70'-0"

Sheet No.

03

AS NOTED





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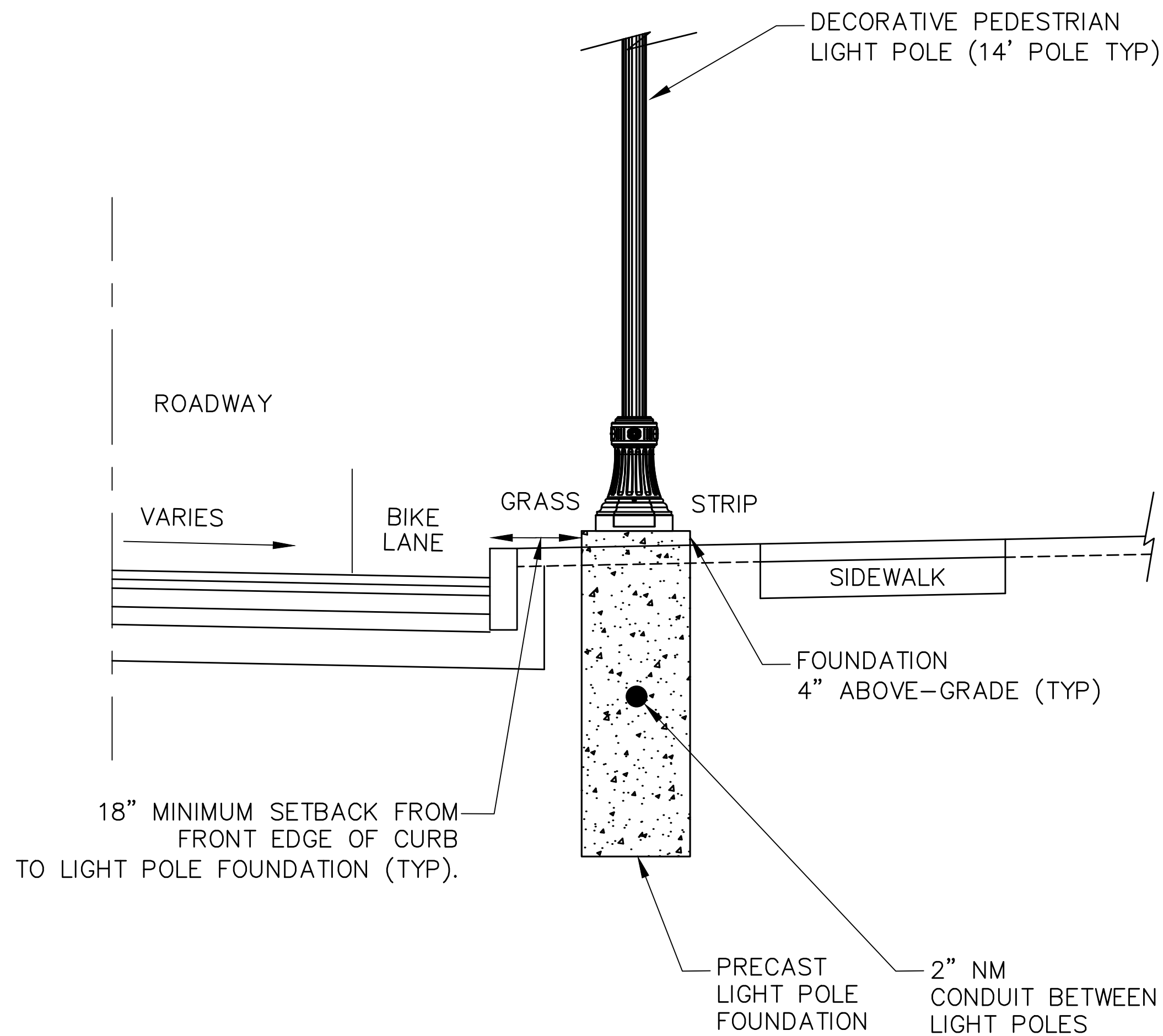


NEWFIELD DRIVE PEDESTRIAN LIGHTING
NATICK, MASSACHUSETTS

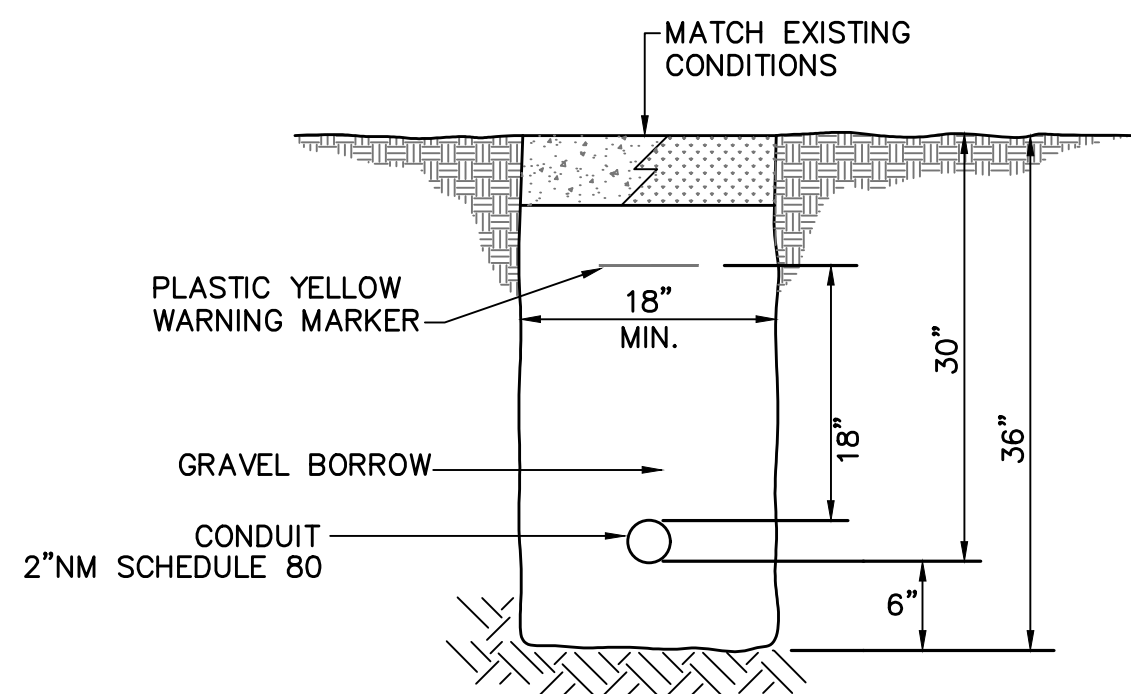
NEWFIELD DRIVE
LIGHTING_DETAILS

NO SCALE
Sheet No.

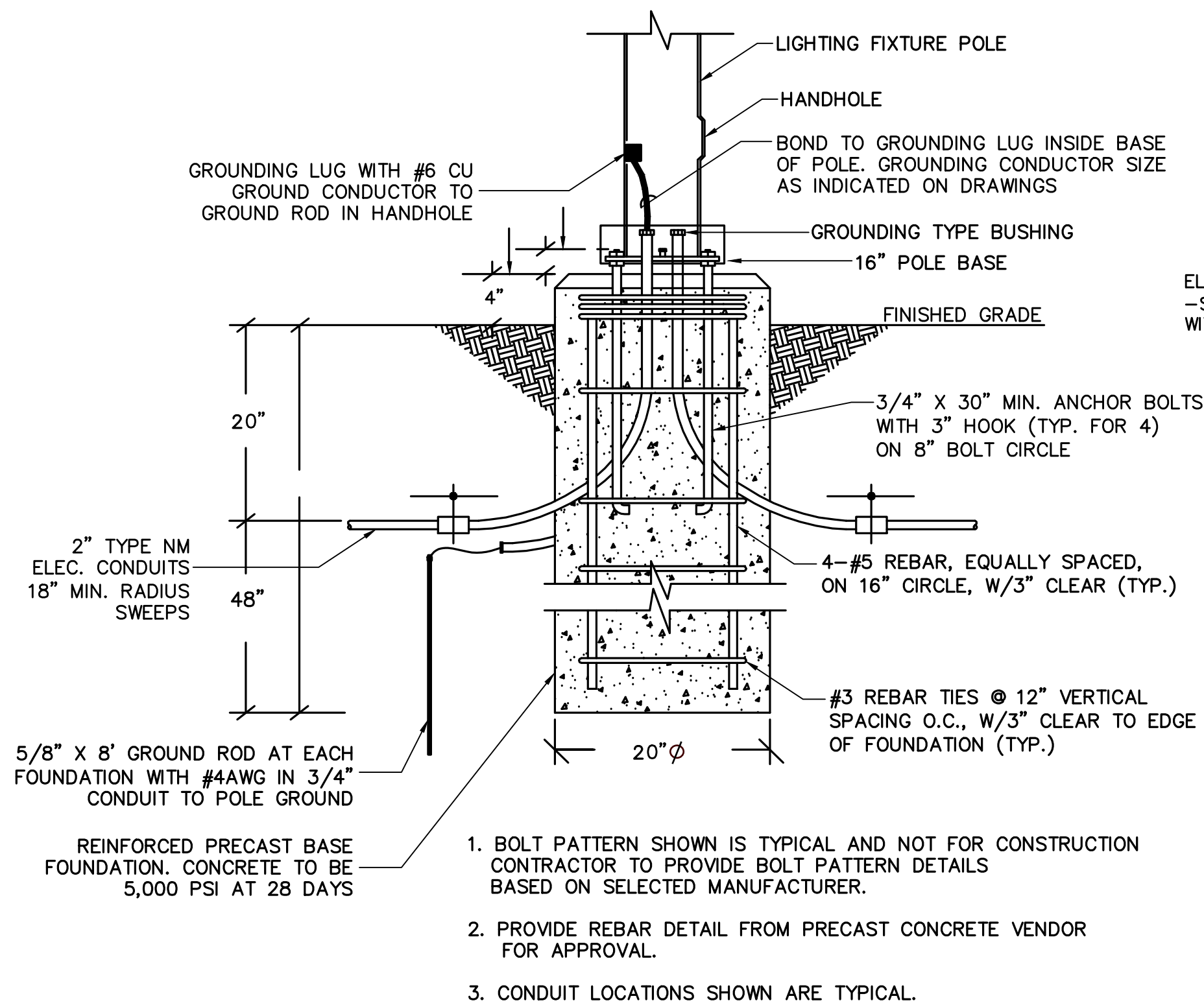
05



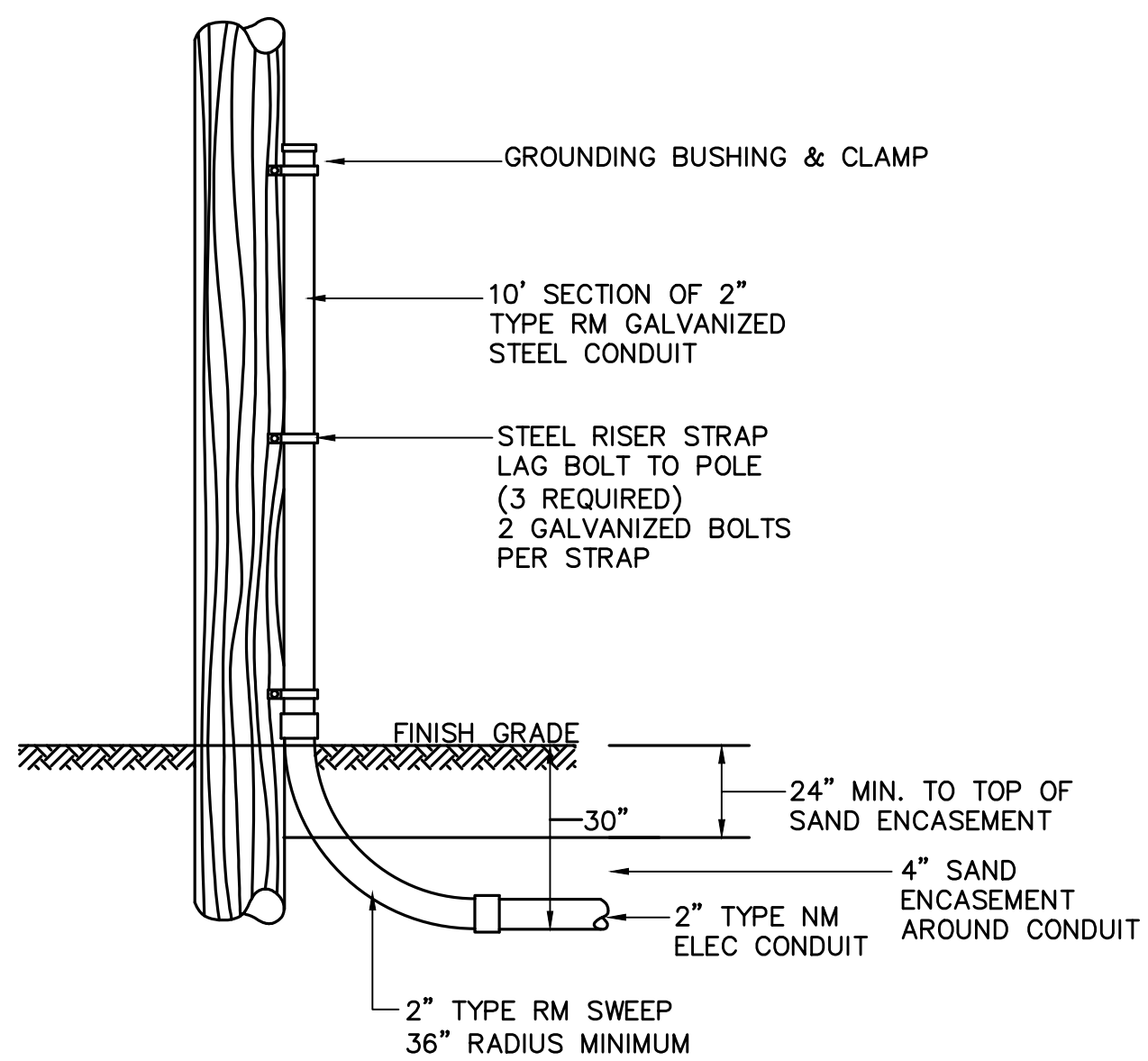
LIGHT POLE INSTALLATION DETAIL
NO SCALE



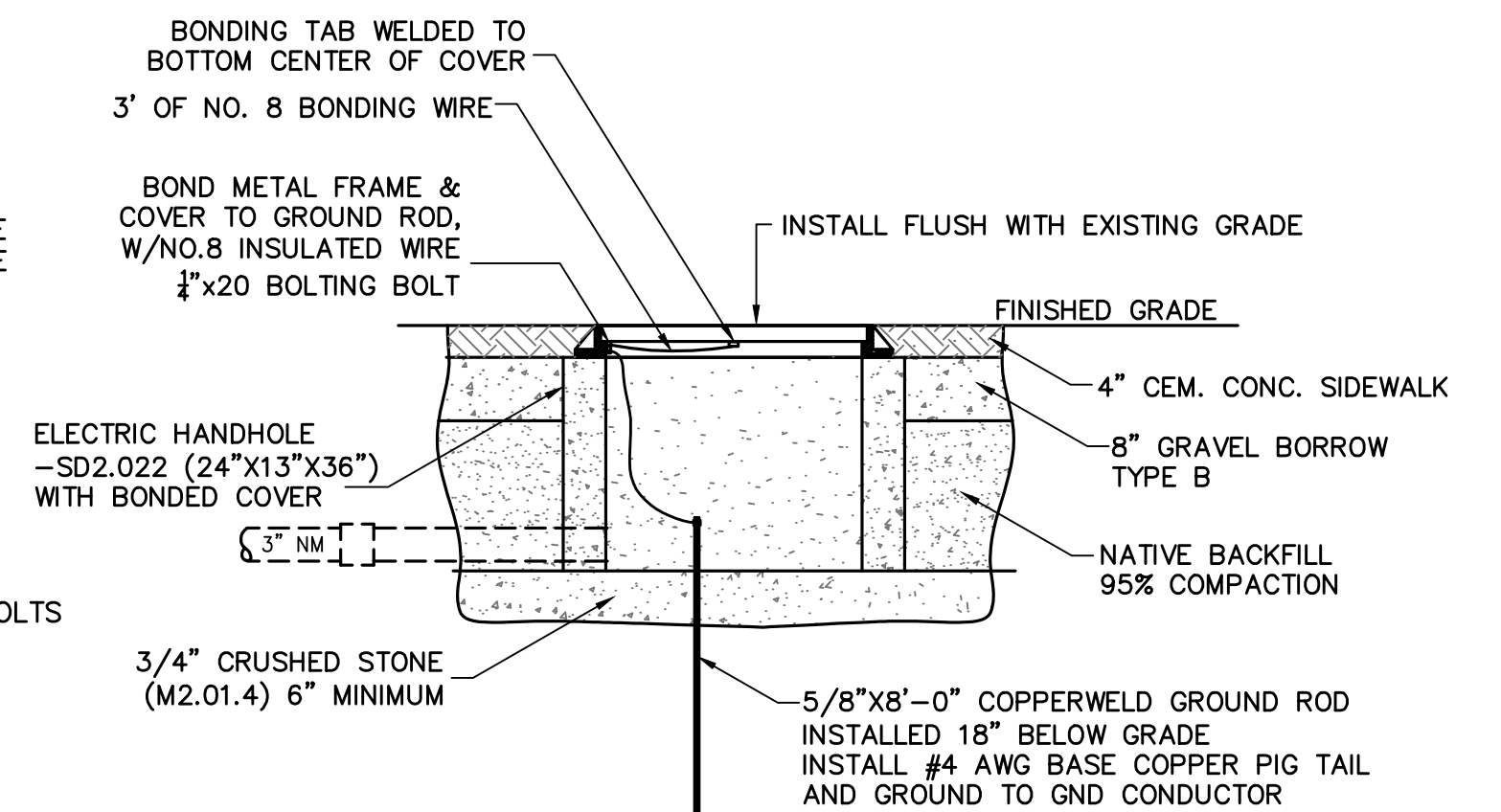
TYPICAL STREET LIGHT CONDUIT TRENCH
SCALE: NONE



LIGHT POLE FOUNDATION DETAIL
NOT TO SCALE



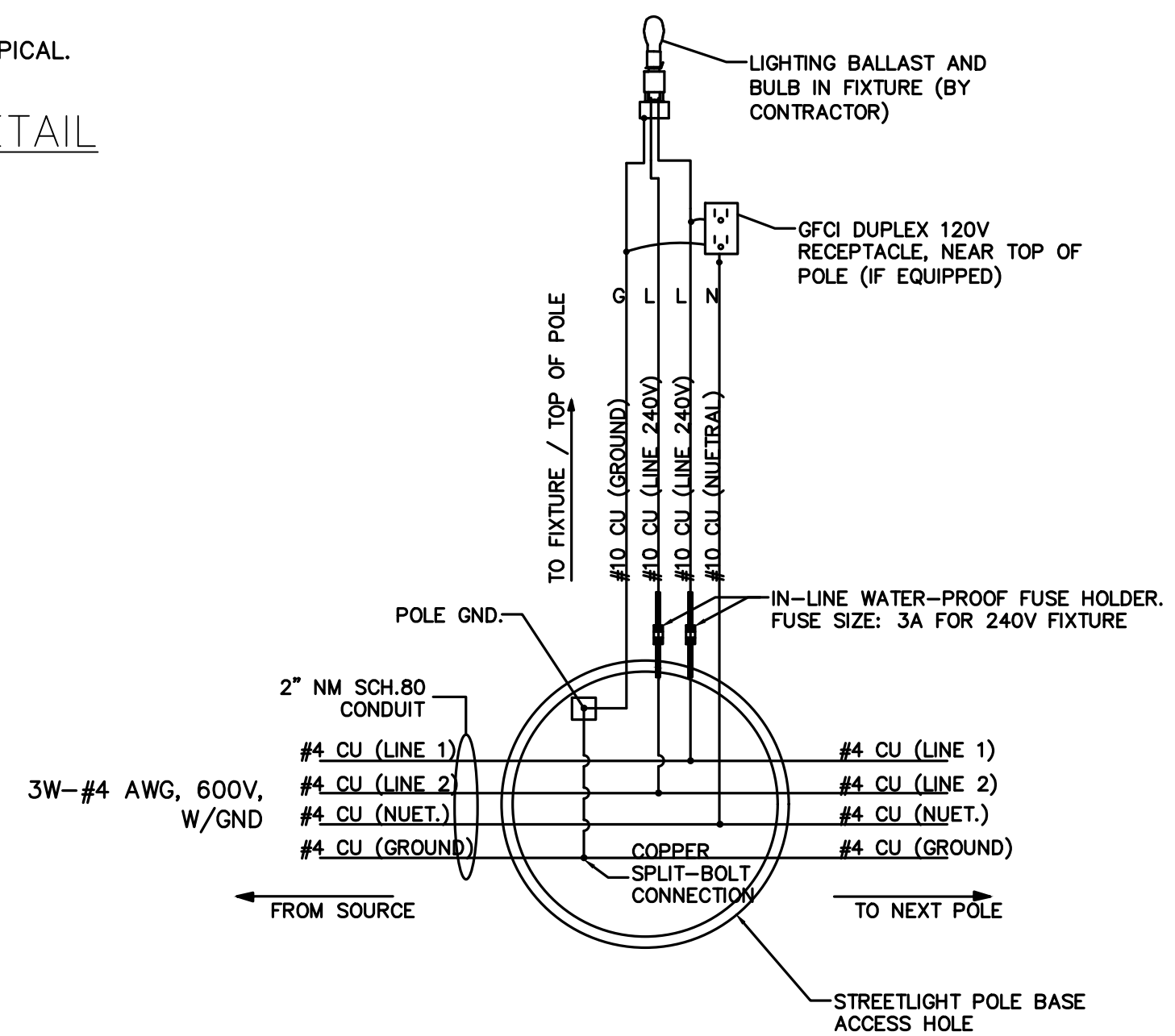
TYPICAL UTILITY RISER POLE DETAIL
NOT TO SCALE



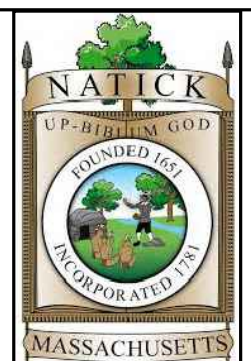
HANDHOLE INSTALLATION NOTES:

1. HANDHOLE ORIENTATION TO BE SUCH THAT ALL SUPPLY DUCTS ENTER ON SAME SHORT SIDE.
2. SIZE AND NUMBER OF CONDUITS AS REQUIRED.
3. CONDUIT LOCATIONS SHOWN ARE TYPICAL.

INSTALLATION DETAIL ELECTRIC HANDHOLE
NOT TO SCALE



TYPICAL STREETLIGHT WIRING DETAIL
NOT TO SCALE

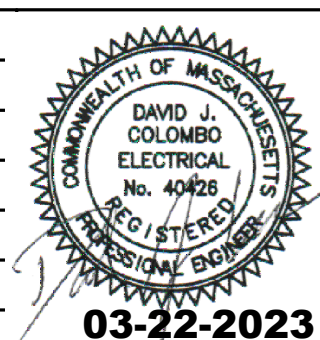


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MARK	DATE	DESCRIPTION	Scale	
			Date	
			Job No.	
			Designed by	
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			Checked by	
			Approved by	

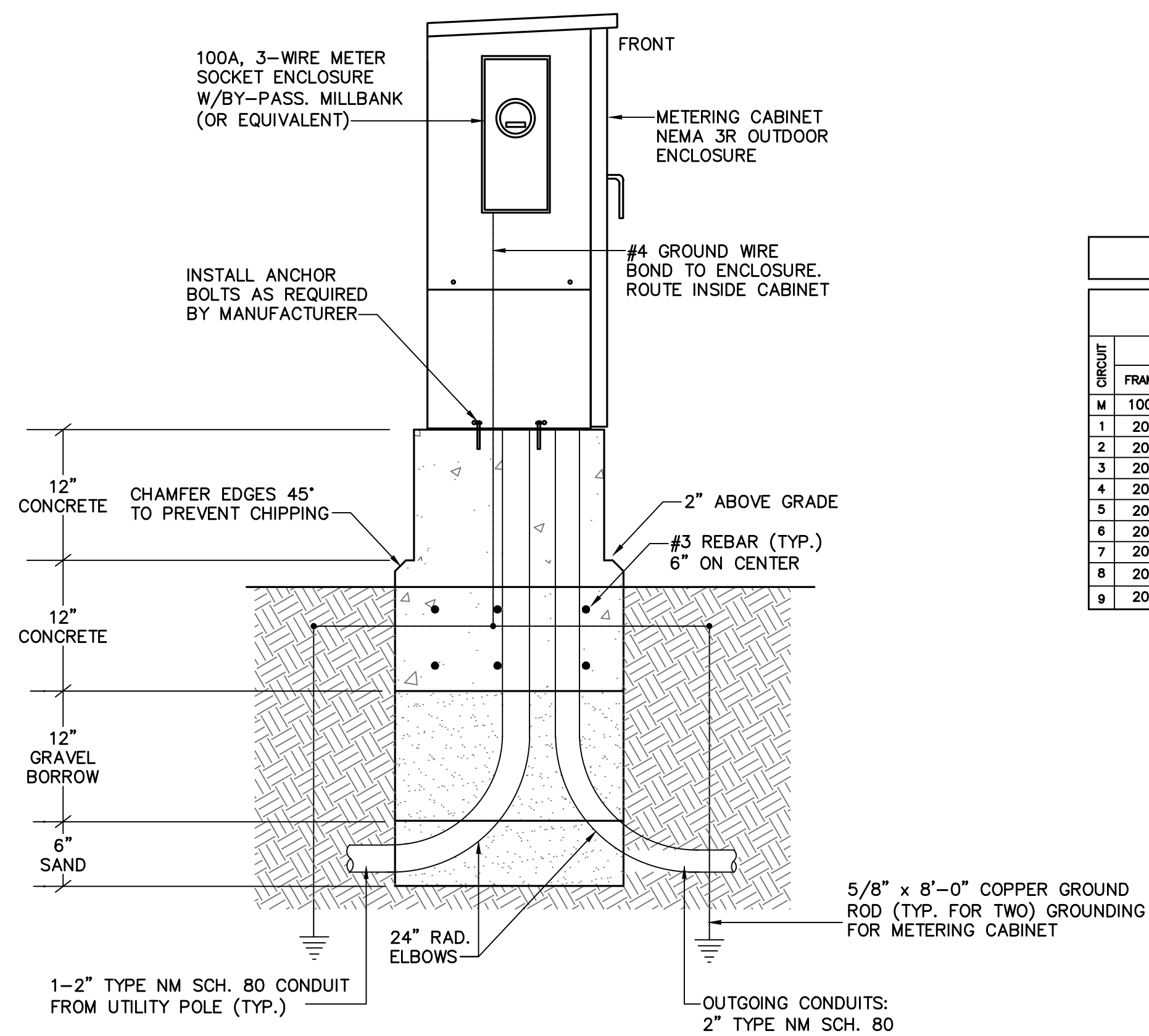
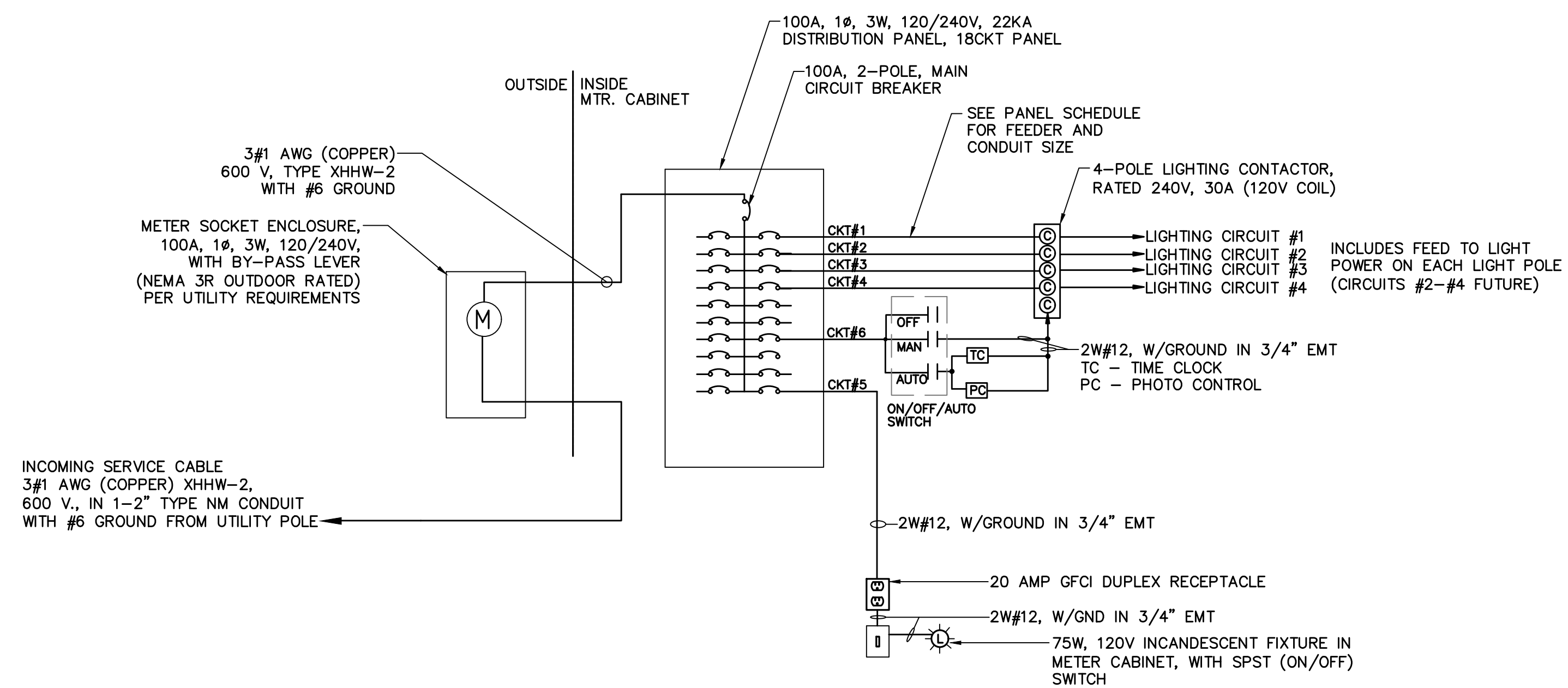
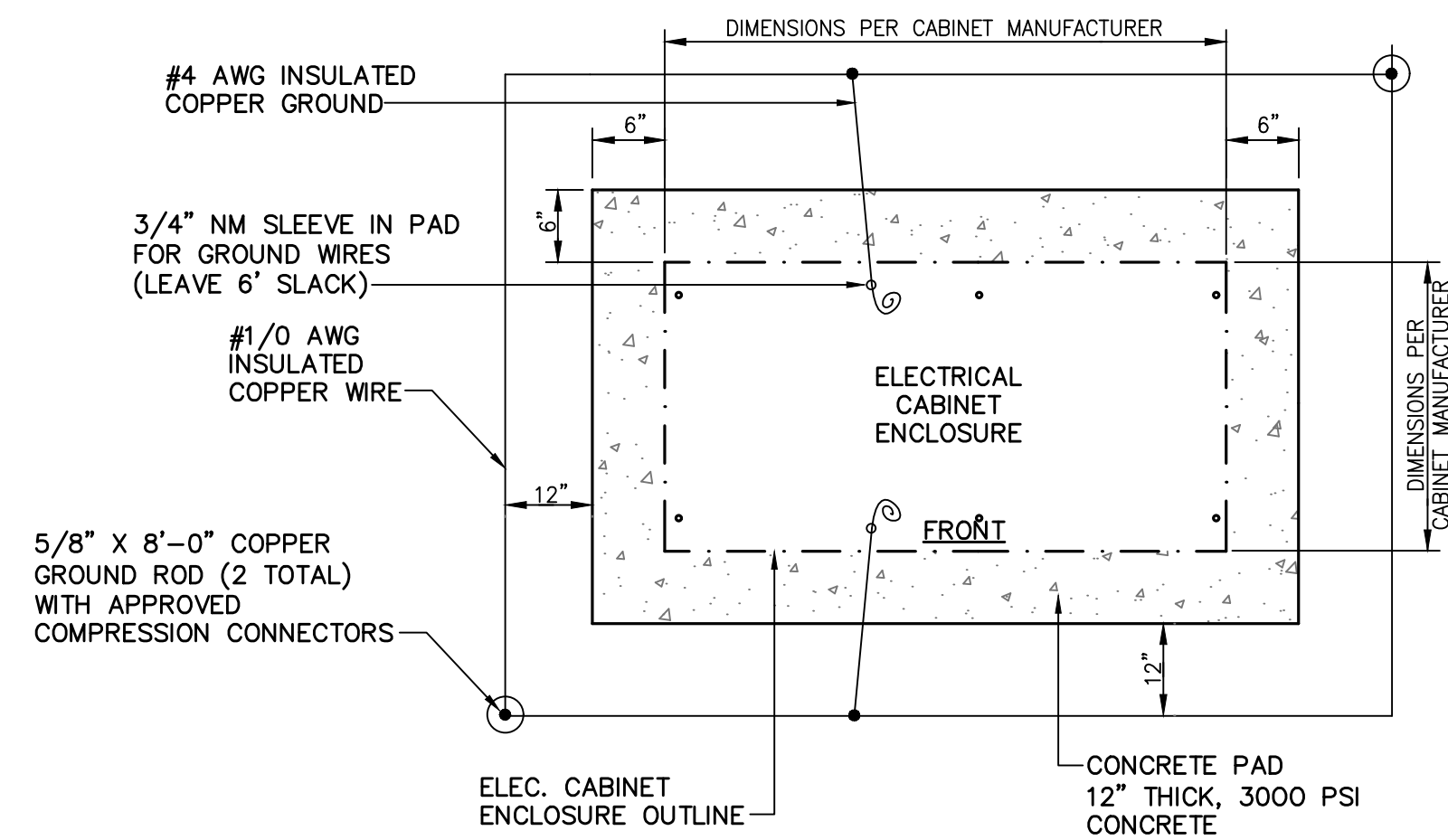


**NEWFIELD DRIVE PEDESTRIAN LIGHTING
NATICK, MASSACHUSETTS**

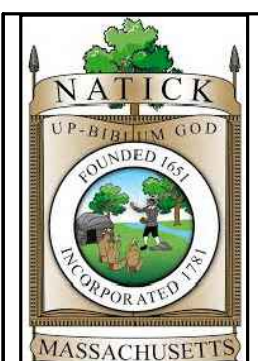
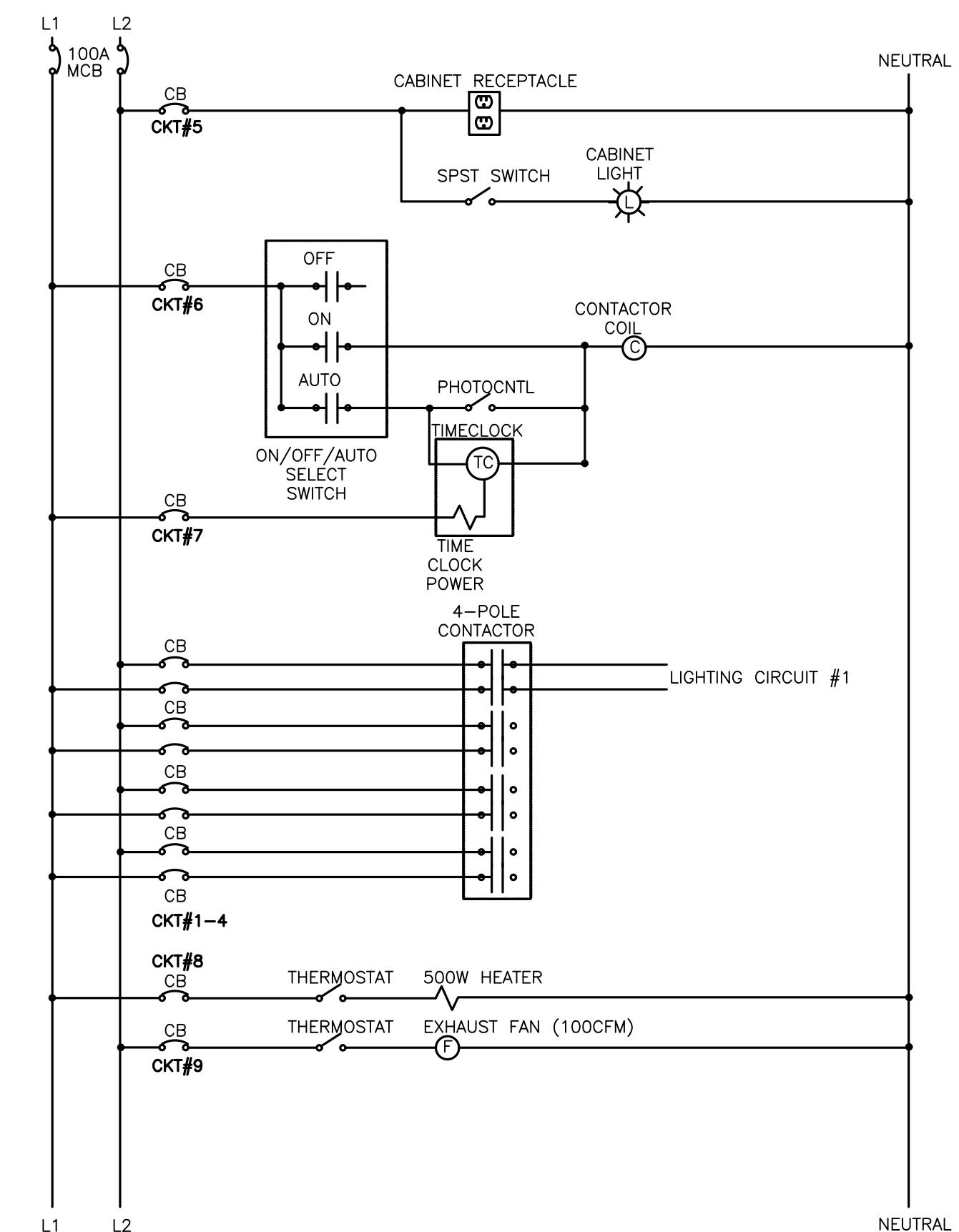
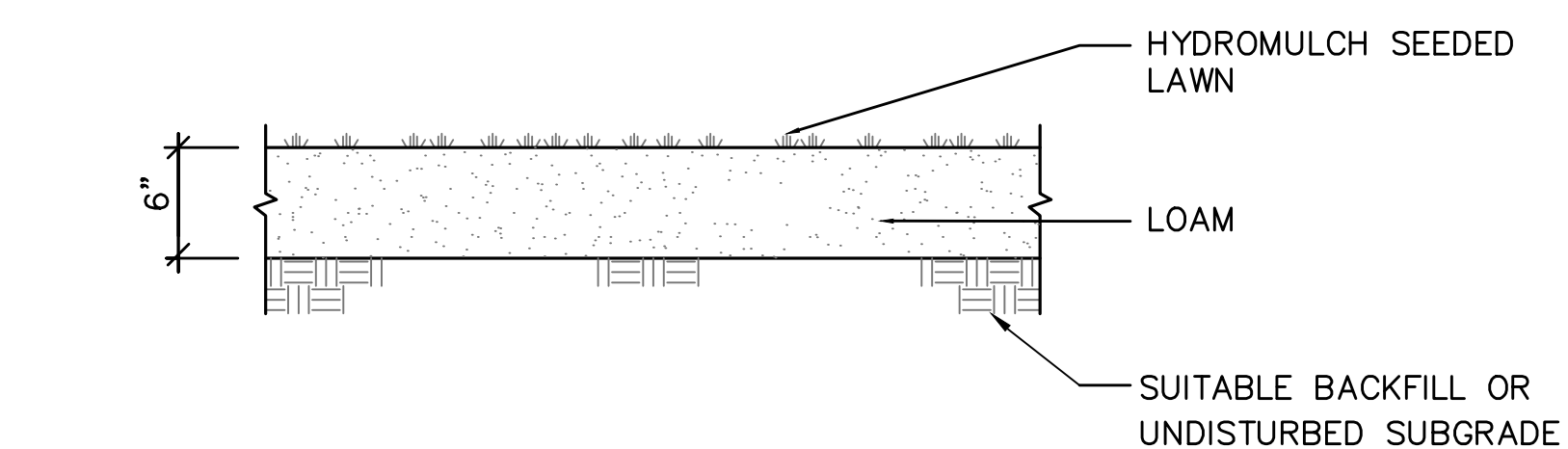
**NEWFIELD DRIVE
LIGHTING_DETAILS**

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NEW DISTRIBUTION PANEL SCHEDULE									
PHASE: 1				WIRES: 3	VOLTAGE: 120/240V	MAINS: 200A MCB			
CIRCUIT	BREAKER			DESCRIPTION OF LOAD	CABLE	CONDUIT	REMARK		
	FRAME	POLES(N-NEUTRAL)	TRIP						
M 100		2P	100	MAIN CIRCUIT BREAKER	3W#3/0AWG & #6 GND	1-2"NM SCH80			
1	20	2P	20	LIGHTING CKT#1 PEDESTRIAN LIGHTING	3W#4AWG & #4 GND	1-2"NM SCH80			
2	20	2P	20	LIGHTING CKT#2 FUTURE	3W#4AWG & #4 GND				
3	20	2P	20	LIGHTING CKT#3 FUTURE	3W#4AWG & #4 GND				
4	20	2P	20	LIGHTING CKT#4 FUTURE	3W#4AWG & #4 GND				
5	20	1P	20	RECEPTACLE IN CABINET	2W#12AWG & #12 GND	3/4" EMT			
6	20	1P	20	ON/OFF/AUTO CONTROL IN CABINET	2W#12AWG & #12 GND	3/4" EMT			
7	20	1P	20	TIMELOCK 120VAC POWER	2W#12AWG & #12 GND	3/4" EMT			
8	20	1P	20	CABINET THERMOSTAT & HEATER	2W#12AWG & #12 GND	3/4" EMT			
9	20	1P	20	CABINET THERMOSTAT & EXHAUST FAN	2W#12AWG & #12 GND	3/4" EMT			



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	MARK	DATE	DESCRIPTION	Approved by	

NEWFIELD DRIVE PEDESTRIAN LIGHTING
NATICK, MASSACHUSETTSNEWFIELD DRIVE
LIGHTING DETAILS

NO_SCALE

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