

## BOARD OF SELECTMEN

Location has changed to Lebowitz Room, Morse Institute Library, 14  
East Central Street

### AGENDA

February 27, 2017  
6:00 PM

Open Session starts at 7:00 PM. The Pledge of Allegiance will be led  
by Natick Pack 22, Webelo II.

### EXECUTIVE SESSION

Litigation

### ANNOUNCEMENTS

### WHAT'S NEW

1. Executive Director, Natick Community Organic Farm - Maple  
Magic Day

### CITIZEN'S CONCERNS

### CONSENT AGENDA

2. Authorize Chair to Sign Letter to MBTA RE: Natick Center  
MBTA Station Redesign
3. Approve Request to Occupy a Public Way 4/1/17 through Fall  
2017 - Natick Common Residences
4. Approve Banner Request for Election Day 3/20-3/28/17 -  
Town Clerk
5. Approve Banner Request - Natick Youth Football &  
Cheerleading Association 4/10-4/17/17 and 4/17-4/23/17

### APPOINTMENTS

6. Interview for Appointment to the Transportation Advisory  
Committee - Term Ending June 30, 2017 - Leona Bessanova
7. Interviews for Appointment to the Community Services  
Advisory Board - Term Ending June 30, 2018  
Choose one candidate
  - a. Robert Barish
  - b. James Brenneman
  - c. Elizabeth Whitney
8. Elderly and Disabled Taxation & Fund Committee - Tax Relief  
Fund Report
9. Application for Change in Manager - Nordstrom Cafe Bistro

10. Procurement Officer - Contracts
  - a. Open Space Design
  - b. Cottage Street Design
  - c. Pleasant Street Bridge Design
  - d. Golden Triangle District Design

#### DISCUSSION AND DECISION

11. Review of Fiscal Year 2018 Budgets
  - a. Deputy Town Administrator/Finance - Budget Overview/Audit Update
  - b. Fire Department
12. Personnel Board - Town Administrator's Job Description
13. Accept Resignation of Dave Given from the Contributory Retirement Board
14. 2017 Spring Annual Town Meeting Articles
  - Articles 1, 8, 9, 10, 11, 15, 18, 31
15. Renew Memorandum of Understanding with Friends of the Natick Senior Center
16. Update Regarding ABCC License Suspension of Total Wine Spirits Beer & More
17. Discussion Regarding Fire Chief Hiring Process
18. Consider Dangerous Dog Hearing

#### TOWN ADMINISTRATOR NOTES

#### SELECTMEN'S CONCERNS

#### CORRESPONDENCE

Correspondence 2/27/17

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**ITEM TITLE:** Executive Director, Natick Community Organic Farm - Maple Magic Day  
**ITEM SUMMARY:**

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**ITEM TITLE:** Authorize Chair to Sign Letter to MBTA RE: Natick Center MBTA Station Redesign

**ITEM SUMMARY:**

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Letter	2/22/2017	Cover Memo

*Town of Natick*  
*Massachusetts 01760*  
*Home of Champions*



Richard P. Jennett, Jr., Chair  
Nicholas S. Mabardy, Vice Chair  
Jonathan Freedman, Clerk  
John J. Connolly  
Susan G. Salamoff

February 27, 2017

Brian Shortsleeve  
Chief Administrator and Acting General Manager  
Massachusetts Bay Transportation Authority  
10 Park Plaza, Suite 3910  
Boston, MA 02116

Dear Mr. Shortsleeve:

On behalf of the Board of Selectmen of the Town of Natick, I am writing to thank you for the impending redesign of the Natick Center MBTA Station, as it is our understanding that a contract has recently been signed with AECOM.

We were pleased to work with the MBTA on a conceptual design and feasibility study in 2013-2014. The Town is ready to assist the MBTA and its design team through project coordination and public participation as the process moves forward.

Accessibility and usability improvements to this station have been a longstanding goal of our community, and the redesign and eventual replacement of the current outdated station are eagerly awaited. In addition, recent stormwater drainage improvements overseen by MBTA Railroad Operations have had a significant benefit to riders in Natick and along the entire Worcester line.

We recognize that the MBTA has many capital investment priorities, so we do not take these projects for granted.

Sincerely,

Richard P. Jennett, Jr., Chair

cc: Secretary of Transportation Stephanie Pollack  
State Representative David P. Linsky  
State Senator Karen E. Spilka  
State Senator Richard J. Ross  
Representative Katherine M. Clark

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**ITEM TITLE:** Approve Request to Occupy a Public Way 4/1/17 through Fall 2017 -  
Natick Common Residences

**ITEM SUMMARY:**

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Request and Technical Information	2/22/2017	Cover Memo
Police Approval with Recommendations	2/22/2017	Cover Memo

# Natick Common Residences LLC

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31 South Main St. Natick, MA | 617-922-9733 |Brendan Carr <bmcnatick@gmail.com> [Email]

**February 7, 2017**

Donna Donovan  
Administrative Assistant  
13 East Central Street  
Natick, MA 01760

Dear Donna,


Pursuant to the conditions of the Zoning Board of Appeals requirements for CASE #2015-019, subject 23-31 South Main Street project, we are submitting the following technical information for the protection of the sidewalk during construction of the Natick Common Residences LLC.

Natick Common Residences LLC, is seeking permission to use the sidewalk in front of our project at 21-31 South Main St. We intend to construct a certified PEDESTRIAN THROUGHWAY SCAFFOLD PLAN attached.

Start date will correspond with the framing start on or before April 1, with an end date at the finishing of the exterior veneer in the fall of 2017.

Please call with any questions or revisions.

Thank You.

  
Brendan Carr

Project Manager

Cc. Richard Cordeiro Director of Construction

RECEIVED

FEB 8 2017

BOARD OF SELECTMEN  
NATICK, MA

**PEDESTRIAN THROUGHWAY SCAFFOLD PLAN**

A Certified Competent Person Scaffold Erector experienced in design and construction of Frame & Brace Scaffolds shall prepare the design of covered pedestrian walkways. The design shall conform to the following specifications.

In addition, the Competent Person Scaffold Designer/Erector shall field inspect the finished walkway to ensure the walkway has been constructed according to the design. Following the required inspection, the permittee will be solely and personally responsible for maintaining the walkway in its original inspected condition for the duration of the project.

**Inside Height:** The inside clear height shall be at least 7-foot 6-inches.

**Inside Width:** The inside clear width should be at least 4-foot 0-inches. In cases where a bus stop must be retained in service, the inside clear width shall be at least 10-foot 0-inches. The splash board and handrail are omitted for the required length of the bus stop.

**Total Length:** The total length of the covered walkway shall be as necessary to surround the street side perimeter of the construction or demolition site, and the covered walkway shall be turned and extended to the property line at the corners of the site.

**Splashboard & Handrail:** A 10-inch high splashboard shall be provided along the street side of the walkways. Said splashboard shall be at least 1.5-inch thick Southern Pine Dense Industrial 65 Scaffold Plank.

**Rear Walls:** If required by scope of work, solid rear walls shall be built and placed on the side of the walkway nearest to the construction or demolition. Said walls shall be at least ½-inch plywood. Openings in the rear wall are not permitted.

**Roof:** The roof of all covered walkways shall be supported by 5-foot Wide by 6-foot 4-inch High Walkthrough Scaffold Frames

(FOR TECHNICAL DATA, SEE ATTCHMENTS:

2. "Lothrop\_Co\_TF6H-5W-L5-N\_dwg"
3. "Walkthrough\_Frame\_Test\_Report")

and at least 2X10-inch Southern Pine Dense Industrial 65 Scaffold Plank

(FOR TECHNICAL DATA, SEE ATTACHMENT:

4. "2X10\_Wood\_Scaffold\_Plank")

Planks shall be closely laid and ends shall overlap horizontal supports by 6-inches minimum. Planks shall overlap each other by 6-inches minimum and shall be nailed in place using 8 GA X 3-inch 16 penny bright steel duplex nails. All planking shall be covered with fire retardant debris netting that meets the following standard: NFPA 701 Test Method II.

All Walkthrough Scaffold frames shall be supported by galvanized steel tubular 7-foot by 4-foot cross braces and frames shall be tied in to building structure at 7-foot height using tubular steel Scaffold Wall Tie Brackets

(FOR TECHNICAL DATA, SEE ATTACHMENT:

5. "Lothrop\_Co\_WTC-wall\_tie\_bracket\_dwg"

**PEDESTRIAN THROUGHWAY SCAFFOLD PLAN**

Wall tie brackets shall be anchored in to masonry or wood using a minimum 3/8-inch diameter steel lag bolt or masonry sleeve anchor.

**Structure & Wind Load:** The entire structure shall be designed to carry the live and dead loads to be imposed, provided that every structure shall be designed to carry a minimum live load of at least 150 pounds per square foot, uniformly loaded, and a 20-pound per square foot wind load. Uplift forces due to wind shall be included.

**Lighting:** The interior covered walkways shall be provided with lighting from sunset to sunrise. This lighting shall provide a minimum of 60 watt bulbs spaced every 10-feet. Flashing amber lights with a minimum of 100 watt bulbs shall be provided on the exterior of the walkway located at each end or corner if required by City Traffic Operations Department, and at 50-foot to 75-foot intervals between the ends and corners when the walkway is located in the street. These lights shall flash continuously, 24-hours a day.

**Site Access:** Covered walkway openings for access to the site shall be covered with a roof equal in width to the adjoining roof areas, and where required, the opening shall be secured on the site side with hinged, rolling, or overhead track gates covered with at least 1/2-inch plywood, or the gates may be constructed with a suitable frame covered with 2-inch by 2-inch mesh, 0 gauge galvanized steel fabric or equivalent. The roof and gate structure shall be designed to carry the live and dead loads to be imposed, provided that the roof and gate structure shall be designed to carry a minimum live load of at least 50 pounds per square foot, uniformly loaded, and 20-pounds per square foot wind load. Uplift force due to winds shall be included.

- o The roof should be placed at a height as necessary to clear the tallest vehicle or load that will enter the site. The gate must completely protect the opening when closed, and shall be kept closed at all times, except during the actual ingress of vehicles and equipment to and from the site. When the gate is open for site ingress or egress, a police officer will be required to direct vehicle and pedestrian traffic.

**Traffic Control Signs:** High Visibility "Sidewalk Closed – Pedestrians Use Walkway" signs shall be placed at each end of covered pedestrian walkways, and at other locations where pedestrians are permitted to enter the walkway, such as, the corner of two walkways at the street intersection.

- o High Visibility "Watch For Trucks" signs shall be placed in the ceiling area of covered walkways facing pedestrian traffic approaching each side of the openings in the walkway access locations. Signs must be placed to maintain 7-feet 0-inches head clearance.
- o High Visibility black arrow on yellow background signs shall be placed on the street side of walkways to face approaching traffic whenever the walkway is placed in the street.

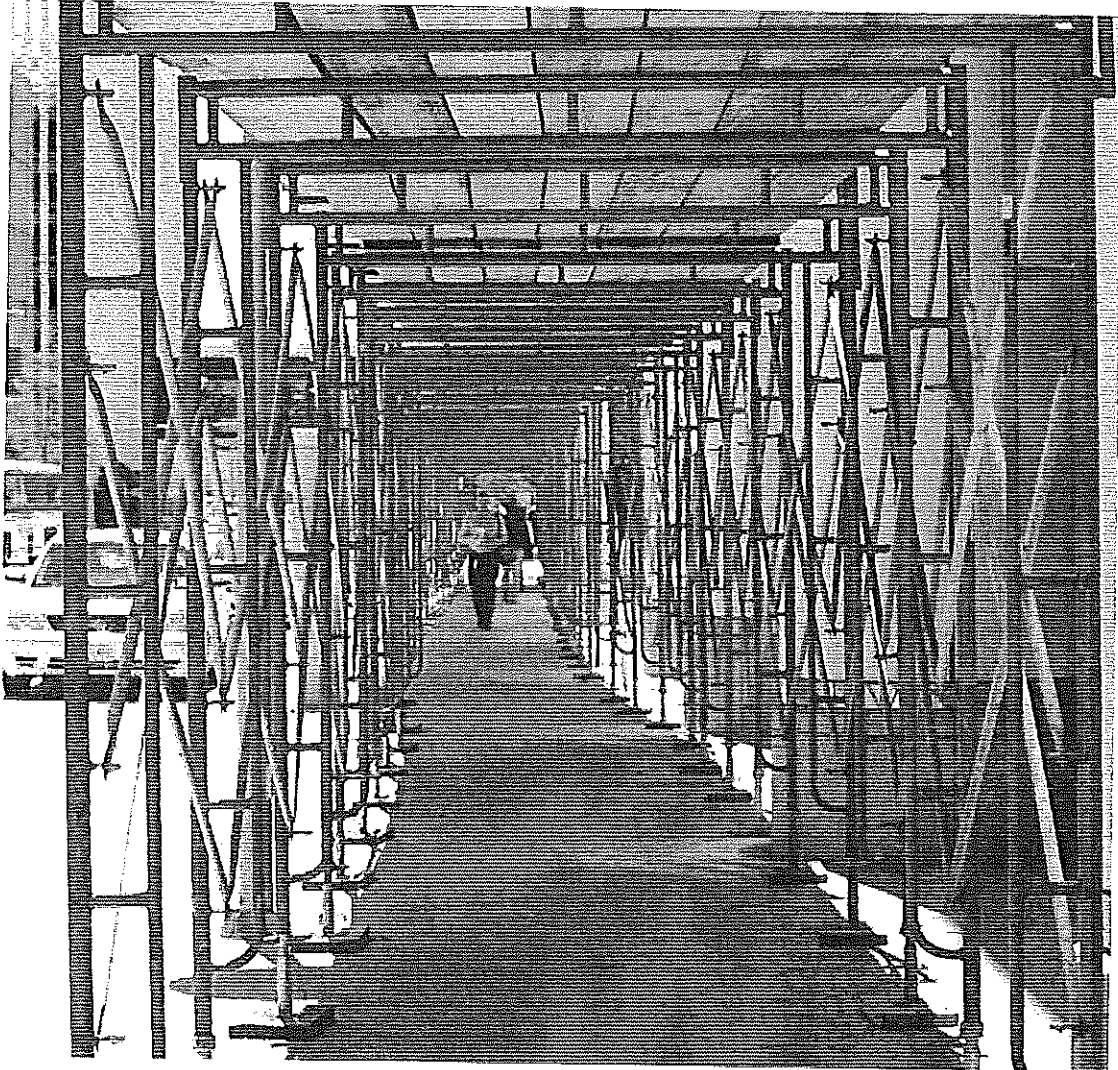
**Corner Sight Distance:** Covered pedestrian walkways must be angled at 45-degrees whenever the walkway will obstruct sight distance at alley or street intersection. This angle shall provide at least a 15-foot by 15-foot clear triangle at alley intersections, and at least a 25-foot by 25-foot clear triangle at traffic signal controlled street intersections.

**Stop sign controlled street intersections:** The walkway shall be placed to provide a sight distance line equal in length to 5-feet per mile per hour of posted speed limit on the through street, as measured a point on the centerline of the through street lane, nearest the curb or walkway, to a point on the centerline of the cross street approach lane, nearest the walkway, at a distance of 20-feet from the flow line of the through street. Any obstruction of the traffic signal or pedestrian signal will require the placement of temporary

## PEDESTRIAN THROUGHWAY SCAFFOLD PLAN

**LOTHROP**  
Companies, Inc

signals on the outside of the walkway. An approved traffic contractor must be hired to do the work and work inspected and coordinated with the City Traffic Operations Department.



# Test Report

IDENTIFICATION: TF6H-6W-L3, 6'4" X 5' WALK THRU FRAME  
DESCRIPTION: 1.69" TUBE WALK THROUGH FRAME LOAD TEST

Category	Number of Employees	Number of Employees with Advanced Education
1	39,870	2,520
2	42,158	2,648
3	39,970	2,800
4	43,255	1,170
Average	41,340	2,330

The above have been listed in accordance with CAN/C 54-3250.2-1187, as a part of the new code and as a result of the 'und' and 'not' were listed', per CAN/C 54-3250.2-1187, a notation to the envelope of 15% (1) and 15%.



1. REPRESENTATIVE PIER SCOUR LOCATION  
 2. WSP1 DEFLECTION AT 59,370 LBS  
 3. WSP2 DEFLECTION AT 42,150 LBS  
 4. WSP3 DEFLECTION AT 29,910 LBS  
 5. WSP4 DEFLECTION AT 42,255 LBS

# Test Report

IDENTIFICATION: 58-20-HH-H  
DESCRIPTION: 20" SIDE BRACKET W/ HOOK HANGER FOR HOUSTON

## CHEMICAL ANALYSIS

ELEMENT		FEEDBACK	WFL%	MS%	MS%	MS%	MS%	MS%
C	=	2.74	0.03	0.03		0.03	0.11	0.11
MS	=	0.11	0.03	0.03	0.10	1.50	0.59	0.09
F	=	0.015		0.015		0.015	0.000	0.015
b	=	0.018		0.018		0.018	0.000	0.018

## TENSILE TEST RESULTS (TEST METHOD: ASTM A370) (14)

10-550-013	0.231	19.100	19.111	14.400	18
10-550-014	0.231	19.100	19.111	14.400	18

### LOAD TEST RESULTS

1	DEFORMATION OF ROCK	3,600	750
2	DEFORMATION OF ROCK	3,350	111



1. CONCRETE RAILING 522.1200121
2. 522.121111 FOR 2200MM HIGH RAILING TYPE 2 (A) AT LOAD OF 2,000 KG
3. 522.121111 #1 AT LOAD OF 2,000 KG
4. 522.121111 #1 AT LOAD OF 2,000 KG
5. 522.121111 #2 AT LOAD OF 2,000 KG

For use by competent or qualified persons only

## 2X10 Scaffold Plank Load Chart

This chart is based on Southern Pine Dense Industrial 65 Scaffold Plank

Span (Feet)	Max Concentrated Load (LBS)	Max Uniform Load (LBS/FT)	Max Uniform Load (LBS/SF)	Governed By
4.0	655	325	425	B
4.5	580	255	335	B
5.0	525	210	270	B
5.5	475	170	225	B
6.0	435	145	185	B
6.5	400	120	160	B
7.0	375	105	135	B
7.5	350	90	120	B
8.0	325	75	100	D
8.5	305	65	85	D
9.0	290	55	70	D
9.5	275	45	60	D
10.0	250	40	50	D

\* Indicates governing criteria for uniform load: B=Bending Stress D=Deflection

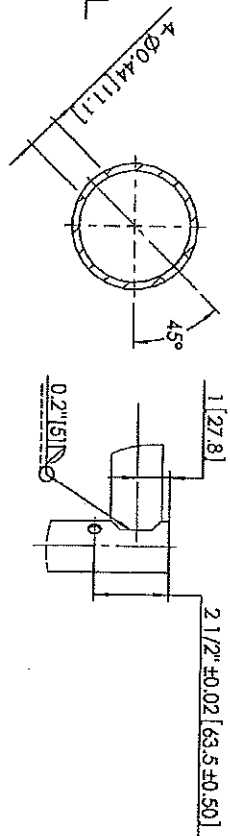
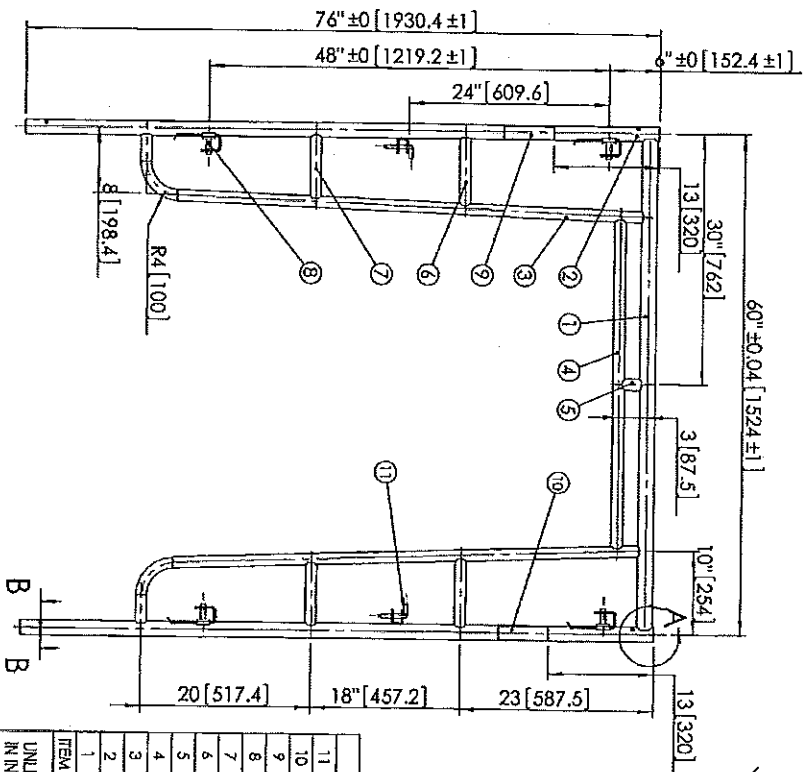
**Notes:**

1. Chart is based on wet service conditions.
2. Actual lumber size is 1 ½" x 9 ¼".
3. Allowable bending stress adjusted for flat use (Cfu=1.2).
4. Deflection limit =L/60.

**LOTHROP**  
Companies, Inc

THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF SUNSHINE CORP. REPRODUCTION IN PART OR WHOLE WITHOUT WRITTEN PERMISSION OF SUNSHINE INTERNATIONAL CORP. IS PROHIBITED.

REV.	REV. NOTE	CHANGED	TO	CHANGED BY	DATE



- NOTES:**
1. TO GET RID OF BURS.
  2. WELD MUST BE SMOOTH THERE SHOULD NOT BE INCOMPLETE FUSION, CRACKS, SLAG INCLUSION, GAS PORE AND OTHER WELDING DEFECTS.
  3. THERE SHOULD NOT BE CRACK, HOLLOWNESS, RUST ON STEEL TUBES. DON'T USE THEM BY JOINING.
  4. TO POWDER COATED TUBES IN EQUIBLY, DON'T MISS PAINTING.
  5. THERE SHOULD NOT BE SALVATION, SLOUGH, FLUROW AND OTHER DEFECTS.
  6. THE LENGTH OF TWO TUBES IS EQUAL.
  7. TOLERANCE IN DIMENSION NOT BEING STATED SHALL BE SUBJECT TO GB/T 1803.1/14.

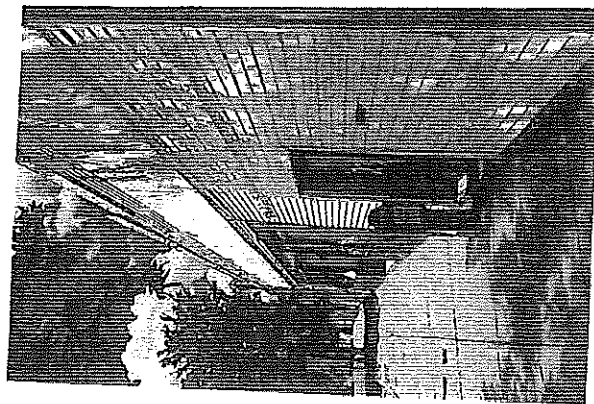
ITEM	QTY	PART NO.	DESCRIPTION	MATERIAL	WT(LBS)	TOTAL	REMARK
11	2		U-Lock		0.378	0.756	
10	1		GO-FRONT Label	Paper			
9	1		Safety Label	Paper			
8	4		V-Lock	Q235A	0.46	1.84	
7	2		TF-Step OD1.26X0.075T	Q235A	0.833	1.666	
6	2		TF-Step OD1.26X0.075T	Q235A	0.633	1.266	
5	1		TF-Muffin OD1.26X0.075T	Q235A	0.179	0.358	
4	1		TF-Crosspiece OD1.26X0.075T	Q235A	3.145	3.145	
3	2		TF-Ht. Tube OD1.26X0.075T	Q235A	5.176	10.352	
2	2		TF-Leg OD1.69X0.095T	Q345	10.214	20.428	
1	1		TF-Beam OD1.69X0.095T	Q345	7.931	7.931	
					<b>MATERIAL</b>	<b>WT(LBS)</b>	<b>TOTAL</b>

UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES (MILLIMETERS)

DONT SCALE AND MANUALLY UPDATE DRAWING

**SUNSHINE INTERNATIONAL CORP.**

DRAWN BY		MATERIAL:		DESCRIPTION:	
CHECKED BY		FINISHING: Powder Coat		Through Frame 76"X48" W	
MFG ENG BY		SCALE: 1:15	SIZE: A4	With V-Lock and U-Lock	
APPROVED BY		SHEET 1 OF 1	REV: A	DWG NO: TFBH-SW-LE-N	





Patricia O'Neil <poneil@natickma.org>

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## Natick Common Residences 4/1/17-Fall 2017

2 messages

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**Patricia O'Neil** <poneil@natickma.org>  
To: Brian Lauzon <lauzon@natickpolice.com>

Wed, Feb 8, 2017 at 11:53 AM

Hi Brian. Received this today. Your recommendations?

--

Trish O'Neil  
Executive Assistant  
Town of Natick  
13 East Central Street  
Natick, MA 01760  
P: 508-647-6410  
F: 508-647-6401  
poneil@natickma.gov  
www.natickma.gov



**Natick Common Residences - Occ Public Way.pdf**  
645K

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**Brian Lauzon** <lauzon@natickpolice.com>  
To: Patricia O'Neil <poneil@natickma.org>

Thu, Feb 9, 2017 at 8:44 AM

Trish,

We would recommend approval and ask that the petitioner continue to coordinate through this office along with the DPW as there certainly will be access issues for maintenance and snow removal that they will want to be heard on.

Respectfully,

Lt. Brian G. Lauzon  
[Quoted text hidden]

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**ITEM TITLE:** Approve Banner Request for Election Day 3/20-3/28/17 - Town Clerk  
**ITEM SUMMARY:**

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Request	2/22/2017	Cover Memo



Donna Donovan &lt;ddonovan@natickma.org&gt;

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**banner for election**

1 message

**Diane Packer** <dpacker@natickma.org>

Mon, Feb 13, 2017 at 5:00 PM

To: Donna Donovan &lt;ddonovan@natickma.org&gt;, Patricia O'Neil &lt;poneil@natickma.org&gt;, Martha White &lt;mwhite@natickma.org&gt;

Cc: Jeremy Marsette &lt;jmarsette@natickma.org&gt;, Arthur Goodhind &lt;agoodhind@natickma.org&gt;, "Rick Jennett (BOS)" &lt;rjennett@natickma.org&gt;

Hi,

Would you make sure that the BOS approves that the Election banner goes up on March 22. The banner says Natick Votes on Tuesday so I believe it usually goes up on the Wed or even Tuesday and comes down the following week.

I am cc'ing Jeremy and Art Goodhind as I believe they are the ones putting it up.

Thanks

**Diane**

Diane Packer

Town Clerk

[dpacker@natickma.org](mailto:dpacker@natickma.org)

(508) 647-6432

The Town Clerk's office is open Monday-Wednesday 8 AM-5 PM; Thursday 8 AM-7 PM; Friday 8 AM-12:30 PM.

Please remember when responding or writing that the Secretary of the State's Office has determined that e-mail is a public record.

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**ITEM TITLE:** Approve Banner Request - Natick Youth Football & Cheerleading Association 4/10-4/17/17 and 4/17-4/23/17

**ITEM SUMMARY:**

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Request	2/24/2017	Cover Memo



**NATICK YOUTH  
FOOTBALL & CHEERLEADING  
ASSOCIATION**

February 15, 2017

Board of Selectmen  
Attn: Martha White  
Natick Town Hall  
13 East Central Street  
Natick, MA 01760

RE: Natick Youth Football and Cheerleading Banner

Dear Ms. White:



Please let this letter serve as a formal request from Natick Youth Football and Cheerleading to hang our banner in town for the week of April 2, 2017 to April 8, 2017 or any further week that is available if that week is not. We also ask that this request be put on the Selectmen's agenda.

Please let me know if you need anything further from me in this regard.

Thank you again for all you help with this matter.

Very truly yours,

Suzanne Lucien  
Cheer Director/Vice President  
Natick Youth Football and Cheerleading

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**ITEM TITLE:** Interview for Appointment to the Transportation Advisory Committee - Term Ending June 30, 2017 - Leona Bessanova

**ITEM SUMMARY:**

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
TAC Packet	2/23/2017	Cover Memo



# TRANSPORTATION ADVISORY COMMITTEE

## BOARD DETAILS



OVERVIEW



**SIZE** 7 Seats



**TERM LENGTH** 3 Years



**TERM LIMIT**

Charge is to advise the Town on transportation projects and policies through an integrated approach that reflects all modes of transportation, including transit, cycling, pedestrian and vehicular.

The Committee shall consist of of seven members appointed to three years term arranged such that as nearly equal a number as possible expire every year, provided, however, that the initial terms shall be staggered for this purpose.



DETAILS

### ENACTING RESOLUTION

### ENACTING RESOLUTION WEBSITE



# TRANSPORTATION ADVISORY COMMITTEE

## BOARD ROSTER



**VICTORIA W GRAFFLIN-CONWAY**

**1st Term** Jun 14, 2016 - Jun 30, 2018

**Position** Member

**Appointed by** Board of Selectmen



**TIMOTHY M KELLEY**

**1st Term** May 19, 2016 - Jun 30, 2019

**Position** Member

**Appointed by** Board of Selectmen



**JOSHUA OSTROFF**

**1st Term** May 19, 2016 - Jun 30, 2017

**Position** Member

**Appointed by** Board of Selectmen



**BETTY SCOTT**

**1st Term** Jul 01, 2016 - Jun 30, 2019

**Position** Natick Center Associates Rep.

**Appointed by** Board of Selectmen



**JOE W. WEISSE**

**1st Term** May 19, 2016 - Jun 30, 2019

**Position** Member

**Appointed by** Board of Selectmen



**EVA M WILLENS**

**1st Term** Feb 01, 2017 - Jun 30, 2018

**Position** Member

**Appointed by** Board of Selectmen



**VACANCY**

Telephone                718-986-7097  
Email                    lbessonovaphd@gmail.com

### **SUMMARY**

- Epidemiologist with 10 years of experience in study design and epidemiologic data analysis, including 5+ years experience consulting for, and subsequently working in epidemiology departments in pharmaceutical industry.
- Excellent oral and written communicator, with strong understanding of observational study designs and data analysis strategies, real-world data sources such as administrative claims and electronic health records, risk management and safety reporting, and involvement in franchise planning.
- Organized and efficient time manager, and highly effective collaborator with interdepartmental teams consisting of researchers and clinicians.

### **EDUCATION**

2012                    Ph.D. (Epidemiology), University of California, Irvine, Irvine, CA  
  
2008                    M.S. (Epidemiology), University of California, Los Angeles, School of Public Health, Los Angeles, CA  
  
2006                    B.A. with Honors (Biological Sciences), Hunter College, City University of New York, New York, NY

### **WORK EXPERIENCE**

- 08/16 – Pres. Director, Clinical Epidemiology, Global Patient Safety, Vertex Pharmaceuticals, Boston, MA
- Represent GPS department as epidemiology lead on cross-functional study and program teams
  - Provide epidemiologic strategy to product teams
  - Provide epidemiologic input into strategic documents, including regulatory filings
  - Manage and produce Risk Management Plans (DRMP, RMP, REMS, etc.) for products
  - Execute Risk Management Plans (RMP, REMS, etc.)
  - Perform and/or oversee systematic literature reviews
  - Oversee signal detection analyses of safety reporting system databases (AERS, Vigibase)
  - Present at meetings including product safety team and Global Patient Safety staff meetings
  - Design and implement protocols for observational studies using primary or secondary data
  - Supervise interns and/or contractors
  - Coordinate Global Patient Safety Journal Club
  - Represent GPS department on Global Medicines Development and Affairs (GMDA) annual Development Day Planning Committee
- 12/14 – 08/16 Associate Director, Clinical Epidemiology, Global Patient Safety, Vertex Pharmaceuticals, Boston, MA
- Provided epidemiologic strategy to product teams
  - Provided epidemiologic input into strategic documents including regulatory submissions

- Managed and produced Risk Management Plans (i.e., dRMP, RMP, REMS) for products throughout lifecycle, and executed post-marketing RMPs and REMS
- Performed systematic literature reviews and signal evaluation analyses
- Actively participated and presented at internal team meetings
- Designed and implemented protocols for observational studies using primary or secondary data
- Coordinated Global Patient Safety Journal Club

02/13 – 11/14 Associate Epidemiologist, Global Safety & Epidemiology  
Coordinator & Supervisor, Pharmacoepidemiology Internship Program  
Allergan, Inc., Irvine, CA

- Served as primary epidemiologist responsible for Front-of-Eye and Glaucoma Therapeutic Areas
- Provided epidemiologic support to internal and external stakeholders in all therapeutic areas
- Participated in activities relating to assessment and estimation/quantification of risk, as well as signal detection
- Prepared and implemented product/indication-specific and general therapeutic area Epidemiology Strategic Plans with input from relevant stakeholders including Health Outcomes, Medical Safety, Medical Affairs, Clinical, Regulatory, and Marketing/Commercial.
- Conducted advanced epidemiologic analyses of observational study data
- Critically reviewed published literature on epidemiology of disease states in populations and subgroups of interest
- Researched disease natural history and long-term treatment outcomes
- Collaborated with statistical analysts at Allergan's Center for Healthcare Data Analytics to design and implement epidemiologic analyses using real-world data sources including administrative claims (Truven MarketScan, IMS Pharmetrics+) and electronic health/medical records (CPRD, Quintiles EMR)
- Participated in activities related to monitoring of site and patient enrollment in post-marketing studies
- Contributed to safety documents including periodic safety update reports, risk management plans, and other safety documents
- Supervised Masters and Doctoral level student interns in performing epidemiologic systematic literature reviews, and coordinated Intern activities, informational interviews, and presentations to relevant stakeholders
- Prepared reports for peer-reviewed publication and for internal use
- Presented research findings at interdepartmental team meetings
- Actively participated on multidisciplinary project teams as Epidemiology representative
- Managed vendor contracts under supervision of Sr. Director

06/11 – 02/13. Global Safety & Epidemiology Intern  
Allergan, Inc., Irvine, CA

- Provided epidemiologic support to internal stakeholders in all therapeutic areas
- Assisted in identification of registries for possible use in observational studies
- Conducted advanced epidemiologic analyses of observational study data
- Critically reviewed published literature on epidemiology of disease states in populations and subgroups of interest
- Researched disease natural history and long-term treatment outcomes
- Estimated patient exposure for ophthalmic and dermatology products, and devices, for safety documents
- Prepared reports for peer-reviewed publication and for internal use
- Presented research findings at interdepartmental team meetings

01/09 – 09/12 Instructor/Teaching Associate/Teaching Assistant –  
Program in Public Health and Department of Epidemiology, University of California,  
Irvine, Irvine, CA

- Prepared syllabus, lecture materials, and evaluation materials
- Conducted lectures in a variety of public health-related courses, including Introduction to Epidemiology and Biostatistics, Case Studies in Public Health Practice, and AIDS Fundamentals
- Utilized innovative teaching methods to foster active learning in a large classroom environment
- Evaluated student performance, and responded to student questions and concerns during the course
- Provided career guidance and academic mentoring, and wrote letters of recommendation for students

09/00 – 06/12 Graduate Student Researcher/Research Assistant

(09/09 – 06/12) Department of Epidemiology, University of California, Irvine, Irvine, CA

(02/07 – 06/07) Department of Epidemiology, University of California, Los Angeles, Los Angeles, CA

(09/03 – 12/03) Department of Psychology, Hunter College, City University of New York, New York, NY

(09/00 – 12/04) Department of Psychology, New York University, New York, NY

- Conducted advanced epidemiologic/statistical data analyses of prospective cohorts (e.g., California Teachers Study) and rare disease registries (e.g., California Cancer Registry, SEER)
- Assessed individual- and community-level disease risk factors in the population
- Provided consultation to interdepartmental investigators on research methodology and design
- Reviewed health statistics, demographic information, and results of laboratory tests to identify possible patterns in the population
- Prepared reports and presented research findings at professional meetings
- Discussed policy implications of studies and data analyses

## Software

- Proficient in Business Objects
- Proficient in Microsoft Office (Word, Excel, PowerPoint)
- Proficient in SAS statistical software package
- Proficient in Comprehensive Meta-Analysis software package
- Comfortable with Stata statistical software package

## Languages

Russian, proficient/bilingual

Spanish, conversational, limited working proficiency

## PROFESSIONAL ACTIVITY

### Publications

Park HL, Ziogas A, Chang J, Desai B, **Bessonova L**, Garner C, Lee E, Neuhausen SL, Wang SS, Ma H, Clague J, Reynolds P, Lacey JV, Bernstein L, Anton-Culver H. *Novel polymorphisms in caspase-8 are associated with breast cancer risk in the California Teachers Study*. BMC Cancer. 2016 Jan;16(1):14.

Largent JA, Vasey J, **Bessonova L**, Okerson T, Wong ND. *Reduction in Framingham Risk of Cardiovascular Disease in Obese Patients Undergoing Laparoscopic Adjustable Gastric Banding*. *Advances in Therapy*. 2013 Jul;30(7):684-96.

Liu F, **Bessonova L**, Taylor TH, Meyskens FL, Anton-Culver H. *A unique gender difference in early onset melanoma implies that in addition to ultraviolet light exposure other causative factors are important*. *Pigment Cell & Melanoma Research*. 2013 Jan; 26(1):128-35.

**Bessonova L**, Taylor TH, Mehta RS, Zell JA, Anton-Culver H. *Risk of a Second Breast Cancer Associated with Hormone-Receptor and HER2/neu Status of the First Breast Cancer*. *Cancer Epidemiology, Biomarkers, and Prevention*. 2011 Mar;20(2):389-96.

**Bessonova L**, Marshall SF, Ziogas A, Largent J, Bernstein L, Henderson KD, Ma H, West DW, Anton-Culver H. *The association of body mass index with mortality in the California Teachers Study*. *International Journal of Cancer*. 2011 Nov;129(10):2492-501.

### **Presentations at Professional Meetings**

Volkova N, **Bessonova L**, Higgins M, Bengtsson L, Tian S, Nyangoma S, Bilton D. "Analysis of disease progression in patients with CF treated with ivacaftor in the real world using data from the UK CF Registry".  
Invited oral and poster presentation to be given at the 30<sup>th</sup> Annual North American Cystic Fibrosis Conference, Orlando, FL, October 29, 2016.

**Bessonova L**, Higgins M, Volkova N, Bengtsson L, Tian S, Sewall A, Nyangoma S, Elbert A, Bilton D. "Analysis of real-world outcomes in patients with CF treated with ivacaftor from the 2014 US and UK registries".  
Invited poster presentation to be given at the 30<sup>th</sup> Annual North American Cystic Fibrosis Conference, Orlando, FL, October 27, 2016.

**Bessonova L**, Park HL, Ziogas A, Anton-Culver H. "The association between invasive breast cancer risk and inflammation gene polymorphisms in the California Teachers Study".  
Invited poster presentation given at the Society for Epidemiologic Research (SER) Annual Meeting, Minneapolis, MN, June 29, 2012.

**Bessonova L**, Taylor TH, Mehta RS, Zell JA, Anton-Culver H. "Risk of a second breast cancer associated with hormone-receptor and HER2/neu status of the first breast cancer".  
Invited poster presentation given at the American Society of Preventive Oncology (ASPO) Annual Meeting, Las Vegas, NV, March 5, 2011.

**Bessonova L**, Largent J, Ziogas A, Anton-Culver H. "Risk of all-cause and breast cancer-specific mortality in foreign-born women diagnosed with breast cancer".  
Invited poster presentation given at the 32nd San Antonio Breast Cancer Symposium, San Antonio, TX, December 11, 2009.

**Bessonova L**, Largent J, Ziogas A, Anton-Culver H. "The role of hormonal exposures on breast cancer-specific mortality".  
Invited oral presentation given at the American Public Health Association (APHA) Annual Meeting, Philadelphia, PA, November 10, 2009.

**Bessonova L**, Detels R. "Health insurance and health services use in African-American and Latino men who have sex with men (MSM)".  
Invited poster presentation given at the American Public Health Association (APHA) Annual Meeting, Philadelphia, PA, November 9, 2009.

**Bessonova L**, Largent J, Ziogas A, Anton-Culver H. "Hormone exposure, estrogen receptor status at breast cancer diagnosis, and survival".

Invited "spotlight" oral presentation given at the Society for Epidemiologic Research (SER) Annual Meeting, Anaheim, CA, June 24, 2009.

**Bessonova L**, Largent J, Ziogas A, Anton-Culver H. "Hormone exposure and estrogen receptor status at breast cancer diagnosis".

Invited poster presentation given at the American Association for Cancer Research (AACR) Annual Meeting, Denver, CO, April 22, 2009.

### **Memberships in Professional Organizations**

International Society for Pharmacoepidemiology (ISPE) 2011-Present

National Organization of Gay and Lesbian Science and Technology Professionals (NOGLSTP)  
2011-Present

## Profile

Leona

First Name

Bessonova

Last Name

Middle Initial

leona1114@yahoo.com

Email Address

25 Travis Rd.

Street Address

Suite or Apt

Natick

City

MA

State

01760

Postal Code

Precinct 2

What district do you live in?

Home: (718) 986-7097

Primary Phone

Home:

Alternate Phone

Vertex Pharmaceuticals

Employer

Job Title

---

## Which Boards would you like to apply for?

Transportation Advisory Committee

---

## Are you a registered voter in the Town of Natick?

☒ Yes ☐ No

---

## Have you ever attended a Natick town meeting?

☐ Yes ☒ No

---

## Have you ever served on a board, committee, or commission in the Town of Natick?

☐ Yes ☒ No

**If yes, please list name(s) of board, committee or commissions, along with date(s) of service:**

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## **Interests & Experiences**

**Why are you interested in serving on a board or commission? Are there any changes you would like to see to these boards, committees and/or commissions?**

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I am a commuter into Boston and use the commuter rail regularly. I am also a resident of West Natick, and visit the services and businesses in Natick Center regularly. I am interested in promoting safe walkable (and bike-friendly) streets in our town because it promotes community and good physical health.

**Are you a graduate of the Natick Community Services Citizen's Leadership Academy?**

---

☐ Yes ☒ No

**Please list any skills or specialized knowledge you can bring to these boards, committees and/or commissions.**

---

I've taken urban planning coursework in college, but I've been informed most through life experience. I have lived in several urban and suburban towns in NY, CA, and MA. I have always enjoyed walking in my neighborhood, and have commuted to work via both car (dealing with egregious traffic) and public transportation (and all the challenges including parking, scheduling, etc).

**Please list any professional affiliations.**

---

**Let us know what other specialized interests or hobbies you might have.**

---

I have a Doctorate in Epidemiology (hence my interest in walkability and public health). I have worked in Industry for many years, and part-time I am working on a Masters in Business Administration (so I have an appreciation for effective and efficient budgetary planning)..

[Bessonova\\_Resume\\_10Aug2016.pdf](#)

Upload a Resume

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**ITEM TITLE:** Interviews for Appointment to the Community Services Advisory Board -  
Term Ending June 30, 2018

**ITEM SUMMARY:** Choose one candidate  
a. Robert Barish  
b. James Brenneman  
c. Elizabeth Whitney

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Packet	2/23/2017	Cover Memo



# COMMUNITY SERVICES ADVISORY COMMITTEE

## BOARD DETAILS



OVERVIEW



**SIZE** 7 Seats



**TERM LENGTH**



**TERM LIMIT**

### Section 1. Establishment and Role of the Community Services Advisory Committee

The Community Services Advisory Committee, hereinafter referred to as the "Committee," shall serve as advisor to the Director of Community Services and the Board of Selectmen on matters concerning improvement of the quality of life for all Natick residents. In conjunction with the Director of Community Services, the committee will:

- Assist in the on-going identification and consideration of service gaps
- Evaluate current programming and assist in the development of strategic priorities, assembling ad-hoc task forces as deemed necessary
- Make recommendations on programs and/or service expansion based upon current knowledge, data and "best practices"
- Work cooperatively with all associated boards and committees affiliated with the department through regular consultation
- Establish and evaluate facility access policies, including matters of sponsorship
- Advise upon matters of fees for services
- Report to the Board of Selectmen on the status of recommendations of the Committee
- Submit a summary of their work for the preceding year for inclusion in the Town's Annual Report

The Committee will work collaboratively with the Council on Aging and the Recreation and Parks Commission through regular communication and consultation and will, together, convene annual discussions regarding priorities of the Community Services Department.

### Section 2. Composition and Terms of Office

The Committee shall be comprised of seven (7) voting members appointed by the Board of Selectmen. Committee members shall be appointed to three (3) year terms, except that initial appointments shall be as follows: three (3) members shall be appointed for three (3) years, two (2) members shall be appointed for two (2) years and two (2) shall be appointed for one (1) year.

Terms shall coincide with the fiscal year. Committee members shall not serve more than a total of six (6) years.

In making appointments to the Community Services Advisory Committee, the Board of Selectmen shall seek and give preference to candidates with experience in (1) the promulgation of policy (2) citizen engagement (3) consensus-building and (4) collaboration and, further, the Board shall endeavor to appoint a Committee which, as a whole, represents a diverse

cross-section of the Natick community.

The Committee shall meet no less than six (6) times per year, and more frequently as warranted. At the first meeting after the start of each new fiscal year the Committee shall conduct an organizational meeting to elect from its members a Chair, Vice-Chair and Secretary.



**DETAILS**

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## **ENACTING RESOLUTION**

**ENACTING RESOLUTION  
WEBSITE**



# COMMUNITY SERVICES ADVISORY COMMITTEE

## BOARD ROSTER



**MICHAEL W BYRUM**

**1st Term** Nov 28, 2016 - Jun 30, 2017

**Position** Member



**SANDRA B HEWITT**

**1st Term** Oct 18, 2016 - Jun 30, 2019

**Position** Member

**Appointed by** Board of Selectmen



**FONDA E MANGINO**

**1st Term** Nov 15, 2016 - Jun 30, 2018

**Position** Member

**Appointed by** Board of Selectmen



**ELAINE B OSTROFF**

**1st Term** Oct 18, 2016 - Jun 30, 2019

**Position** Member

**Appointed by** Board of Selectmen



**PAULA D PANCHUCK**

**1st Term** Oct 18, 2016 - Jun 30, 2019

**Position** Chairman

**Appointed by** Board of Selectmen



**LINDA L VITAGLIANO**

**1st Term** Nov 15, 2016 - Jun 30, 2017

**Position** Member

**Appointed by** Board of Selectmen



**VACANCY**

**Position** Member

**Appointed by** Board of Selectmen

## ROBERT W. BARISH

robertwbarish@gmail.com

508-654-3113

www.linkedin.com/in/robertbarish

### SUMMARY

**Director of Software Development** experienced with Microsoft .NET technologies. Over 10 years experience managing diverse development teams locally and offshore. Experience spans small, medium and large corporations. Innovative strategist with proven ability to design, develop, deploy and maintain complex business systems. Create a positive and productive work environment. Develop strong teams by providing support, making expectations clear and treating others fairly and with dignity. Respected by a wide range of functional groups from business users to leaders and executives.

#### Key Qualifications:

- Agile and Waterfall Development
- High Volume Web Sites
- Hands-on Developer
- High Performance Team Building
- Offshore Team Management Experience
- Train & Mentor Team Members

#### Technical Expertise:

- VB.NET, ASP.NET, HTML, CSS
- Payment Card Industry (PCI) Standards
- Secure Coding Standards
- SQL Server Development & Administration
- IBM Rational ClearCase & Team Concert
- Microsoft Visual Studio

### EXPERIENCE

**Aetna Student Health a Division of Aetna Inc,** Cambridge MA 2003 - present

*A full-service insurance broker and administrator that provides high quality, innovative and competitively priced health insurance programs for college and university students.*

#### **DIRECTOR, SOFTWARE DEVELOPMENT** (2005 – present)

Responsible for IT phases of the system development and implementation process including analysis, design, development, testing, and ongoing application support consistent with long-range IT plans.

- Manage 7 full-time staff and 4 contractors of developers and QA including overseas.
- Review code to identify potential problem areas and suggest alternative solutions.
- Manage the selection, evaluation, contracting, and integration of vendor software to deliver business system solutions.
- Organize project documentation, project assignments and deadlines with SharePoint
- Manage design, development, enhancement, implementation, documentation, maintenance and support of desktop and web based business application systems.

#### Key Accomplishments:

- Develop .NET and SQL coding standards adhered to by all staff members.
- Ensure all data systems are compliant with HIPAA, PCI-DSS and Sarbanes-Oxley.
- Deliver all projects within budget, scope and delivery dates.

#### **SENIOR SOFTWARE DEVELOPER** (2003 – 2005)

Functional, technical analysis, design and development of B2C/B2B web sites and desktop applications.

- Mentored developers in transition to .NET coding standards.
- Supported deployment of applications into production and resolve production issues by reproducing and determining the root cause.
- Advised management on trending technology.

Key Accomplishments:

- Ensured all coding is in accordance with Cigital SecureAssist and FxCop guidelines.
- Re-designed, re-engineered and combined two legacy ASP applications into single ASP.NET application for external customers to enroll for insurance online. VB.NET, ASP.NET, SQL Server and Active Directory.
- Implemented real-time credit card and electronic check (ACH) transactions through CyberSource's Web Service payment processor.

**Independent Contract IT Consultant**

2002

Clients include: Delphi Technology, Cambridge, MA; NaviMedix, Cambridge, MA; Bain Capital, Boston, MA

Key Accomplishments:

- Developed XML/XSL Request/Response Form for HIPAA 278 Message with Symphonia EDI Message Designer 3.6.5 and middle-tier VB COM object for transferring/translating HIPAA 278 message.
- Crystal Enterprise 9.0 integration with custom NT Service, document monitoring process, Control Panel Applet for global configuration and JavaScript e-mail reporting functionality.
- Functional, technical analysis and design of Managing Director Tax Input Screen (MDTips).

**SmarterKids.com, Needham, MA**

1999 – 2002

*Small start-up consumer web site that offers proprietary products developed especially for SmarterKids, along with other products carefully selected for their educational value.*

**SENIOR SOFTWARE DEVELOPER**

Functional, technical analysis and design of B2C e-commerce web site.

Key Accomplishments:

- Designed VB 6 application and ActiveX object to communicate with CyberCash API for all credit card transactions.
- Responsible for all front-end checkout processes including ASP pages, COM objects, database design and performance. Redesign of front-end transactional database.
- Tested and implemented Windows 2000 rollout for all Web and SQL Servers.
- Tested and implemented SQL 7.0 upgrade as it related to all front-end processes.

**Corporate Software & Technology, Norwood, MA**

1997 - 1999

A global business-to-business software services company dedicated to providing enterprise software asset management solutions to increase business value.

**TECHNICAL LEAD / SENIOR SOFTWARE DEVELOPER / PROJECT MANAGER**

Functional, technical analysis and design of Internet Web sites incorporated with Database Management Systems.

Key Accomplishments:

- Consultant to the following companies: Intellution.com, Raytheon, 3Com, Compaq, Timberland and Microsoft.
- Developed B2C e-commerce sites with real-time credit card processing.
- Integrated SQL Server with non-standard backend order fulfillment system.
- Modified legacy ASP web administration allowing PC vendor access to custom configured computers waiting to be assembled.

**CERTIFICATIONS**

- Agile Scrum Master certified since 2011 and member of the Scrum Alliance.
- Designing and Implementing Distributed Applications with Microsoft Visual Basic
- Designing and Implementing Desktop Applications with Microsoft Visual Basic
- Designing and Implementing Commerce Solutions with MS Site Server, Commerce Edition
- Analyzing Requirements and Defining Solution Architectures
- Gathering Requirements and Defining Solution Architectures
- Microsoft Certified Solution Developer
- Implementing A Database Design With Microsoft SQL Server

**EDUCATION**

B.S., MANAGEMENT INFORMATION SYSTEMS

FLORIDA STATE UNIVERSITY, Tallahassee, FL

MIS Association - Executive Support Committee, National Honor Society, Phi Theta Kappa, Dean's List.

ASSOCIATE OF ARTS

MIAMI-DADE COMMUNITY COLLEGE, Miami, FL

## Profile

Robert

First Name

Barish

Last Name

robertwbarish@gmail.com

Email Address

11 Hemlock Dr

Street Address

Suite or Apt

Natick

City

MA

State

01760

Postal Code

Precinct 2

What district do you live in?

Home: (508) 650-3517

Primary Phone

Mobile: (508) 654-3113

Alternate Phone

self employed

Employer

owner

Job Title

---

## Which Boards would you like to apply for?

Community Services Advisory Committee

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## Are you a registered voter in the Town of Natick?

☒ Yes ☐ No

---

## Have you ever attended a Natick town meeting?

☐ Yes ☒ No

---

## Have you ever served on a board, committee, or commission in the Town of Natick?

☐ Yes ☒ No

**If yes, please list name(s) of board, committee or commissions, along with date(s) of service:**

---

---

## **Interests & Experiences**

**Why are you interested in serving on a board or commission? Are there any changes you would like to see to these boards, committees and/or commissions?**

---

I have spent too many years ignoring what is going on in our government. The 2016 election has brought out a desire in myself to participate in our local town government.

**Are you a graduate of the Natick Community Services Citizen's Leadership Academy?**

---

☒ Yes ☐ No

**Please list any skills or specialized knowledge you can bring to these boards, committees and/or commissions.**

---

I bring 24 years as an IT professional with me as well as an entrepreneurial spirit. My wife and I opened our first boutique gift shop in Framingham in 2016. So I also bring with me the experience of a small business owner.

**Please list any professional affiliations.**

---

I am a member of the Metrowest Chamber of Commerce.

**Let us know what other specialized interests or hobbies you might have.**

---

[RobertBarishResume.pdf](#)

Upload a Resume



**JAMES BRENNEMAN**

7 Curve St.  
Natick, Ma 01760

[jfbnatick@gmail.com](mailto:jfbnatick@gmail.com)

cell: 508-561-5615

## **PROFILE**

Manager with over 33 years experience in high volume retail distribution. Proven leader of large groups in terms of production goals, performance management, budgeting, employee development, training, union relations and negotiation, associate relations, coaching, counseling, and mentoring. Now looking to utilize these skills in a non-profit environment.

## **EXPERIENCE**

**Town Of Natick April 2016 - October 2016**

### **TRANSPORTATION COORDINATOR, NATICK COMMUNITY SERVICES DEPT**

Managed the Natick Connector bus program based at the senior center. Managed the daily bus schedule, volunteer drivers, and coordinated with the MWRTA to serve needy Natick residents with their local transportation needs.

### **TJX CORP, FRAMINGHAM, MA - 1982-2015**

#### **ASSISTANT GENERAL MANAGER, TJX DISTRIBUTION CENTER, WORCESTER AND WOBURN MA— 2002-2015**

Responsible for total 2nd/3rd shift operations of a 600,000 sq. ft distribution center for TJMaxx and Marshalls and 450 employees, with direct accountability for a \$17M operating budget, \$10M payroll budget, 120M unit production volume budget, on-time delivery and damage reduction, performance management of all levels of associates, training, development, coaching, mentoring, and evaluation of all management associates, union relations, associate relations, building and equipment repair and maintenance, Loss Prevention, and safety.

#### **PRODUCTION PLANNING MANAGER, TJMAXX DISTRIBUTION DEPARTMENT, FRAMINGHAM MA - 1999-2001**

Develop, communicate, and manage production plans for all TJMaxx U.S. distribution centers. Communicate and act as liaison between Planning and Allocation depts. and each distribution center to achieve needed production goals and special projects.

#### **AREA OPERATIONS MANAGER, TJX DISTRIBUTION CENTER, WORCESTER MA — 1997-1998**

Responsible for 2nd shift processing operations of a 500,000 sq. ft distribution center for TJMaxx and 250 employees. Direct accountability for a \$5M operating budget, \$3M payroll budget, 75M unit production volume budget, performance management of hourly and supervisory associates, training and development of supervisory staff, union relations, and safety.

#### **PROCESSING CENTER MANAGER, TJX DISTRIBUTION CENTER, FRANKLIN MA - 1992-1996**

Managed the distribution network start up for HomeGoods, a new division of TJX. Opened up and directed all operations of a 200,000 sq. ft processing center and 150 employees. Total accountability for a \$3M operating budget, \$2M payroll, 10M unit production volume, recruiting, training, and performance management of all levels of associates, development and mentoring of all management associates, union relations and negotiations, HR and AR, facility management, safety, and Loss prevention within the processing center.

**PROCESSING MANAGER, TJX DISTRIBUTION CENTER, WORCESTER MA - 1989-1991**

Responsible for 2nd shift support operations of a 500, 000 sq. ft distribution center for TJMaxx and 150 employees. Direct accountability for a \$4M operating budget, \$3M payroll budget, receiving, shipping, accuracy control, data center, rack storage, and inventory control for the facility. Oversaw performance management for all levels of associates, trained, mentored and developed supervisory staff.

**SUPERVISOR, TJX DISTRIBUTION CENTER, WORCESTER AND FRAMINGHAM MA - 1982-1988**

Managed various production and support departments throughout a 500,000 sq. ft facility, supervising 20-50 hourly union associates. Responsible for achieving specific production goals, training and coaching of hourly staff, performance management, and safety within my departments.

**EDUCATION**

University of Massachusetts, Amherst, Ma. - B.A. Animal, Plant and Soil Science 1980

**SKILLS**

Training, development, coaching, counseling, and mentoring people of all levels of backgrounds and education. Performance management applications (RedPrairie), Six Sigma Green Belt, Budget development and analysis, Production Planning, Project Management, Union Negotiations, Microsoft Word, Excel.

**VOLUNTEER EXPERIENCE**

Buddy Program, Aids Action Committee, Boston Ma - 1990 -1996

ESOL tutor, Literacy Unlimited, Framingham Ma, - 2014 - Present

**REFERRALS**

Available upon request.

**Profile**

James

First Name

F

Middle Initial

Brenneman

Last Name

jfbnatick@gmail.com

Email Address

7 Curve st.

Street Address

Suite or Apt

Natick

City

MA

State

01760

Postal Code

Precinct 8

What district do you live in?

Mobile: (508) 561-5615

Primary Phone

Home:

Alternate Phone

TJX Corp (recently retired)

Employer

Distribution Center Assistant  
General Manager

Job Title

---

**Which Boards would you like to apply for?**Community Services Advisory Committee

---

**Are you a registered voter in the Town of Natick?**☒ Yes ☐ No**Have you ever attended a Natick town meeting?**☒ Yes ☐ No**Have you ever served on a board, committee, or commission in the Town of Natick?**☐ Yes ☒ No

**If yes, please list name(s) of board, committee or commissions, along with date(s) of service:**

---

---

## **Interests & Experiences**

**Why are you interested in serving on a board or commission? Are there any changes you would like to see to these boards, committees and/or commissions?**

---

Being a native of Natick, as were my parents, I have a deep attachment to the town. I attended the Leadership Academy last spring, which drew my interest in finding ways for me to contribute and be more active in service to the town and its residents. I worked for 6 months last year at the community senior center, as the coordinator for the Natick Connector transportation program and enjoyed very much the interaction with everyone there, including both staff and residents. Being recently semi-retired, I now also have the time to contribute more to my community.

**Are you a graduate of the Natick Community Services Citizen's Leadership Academy?**

---

☒ Yes ☐ No

**Please list any skills or specialized knowledge you can bring to these boards, committees and/or commissions.**

---

As a manager of people for over 34 years, with a very diverse population, I believe my people skills are the most valuable skills I would bring to this committee. My experience over the years in working with individuals, groups, committees, listening to different view points, ideas, needs, and helping to bring consensus within group dynamics could be helpful to any committee i may be on. In addition, my experience in growing up in Natick, and helping family members with their needs as they have aged here could be an asset.

**Please list any professional affiliations.**

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**Let us know what other specialized interests or hobbies you might have.**

---

[resume\\_copy\\_2017.pdf](#)

Upload a Resume

## Elizabeth Whitney, MSW, LICSW

---

Summary	Senior level professional with extensive experience in creation of collaborative work environments to provide high quality, creative behavioral health services; mentoring and development of staff at all levels of experience; training and consultation; and program development.		
Professional experience	1/2016 – present	Simmons College School of Social Work	Boston, MA
	<b>Field Education Specialist</b> (8/2016 – present)		
	<ul style="list-style-type: none"><li>▪ Contribute to operations of field education department for online Master of Social Work program with growing enrollment including, approving internship sites; intervening with students and placement sites to maintain professional standards and ensure optimal learning; redesigning and developing seminar materials for students and field instructors; coordinating with academic advisors, faculty, and corporate partners to achieve program mission.</li><li>▪ Orient, train, mentor, and evaluate adjunct faculty/field liaisons; intervene with escalated problems for students assigned to each field liaison.</li><li>▪ Fulfill role of field liaison for cohorts of foundation year and advanced year students.</li><li>▪ Participate in admissions process for SW@Simmons.</li></ul>		
	<b>Adjunct Faculty/Field Liaison for SocialWork@Simmons</b> (1/2016 – 8/2016)		
	<ul style="list-style-type: none"><li>▪ Facilitate online seminar using Adobe Connect virtual learning platform.</li><li>▪ Support field education experience for students through mentoring; problem resolution; coordination with Field Instructor; review of assignments; and liaison with SW@Simmons.</li></ul>		
	8/2014 – 7/2016	Advocates for Human Potential, Inc.	Sudbury, MA
	<b>Senior Program Manager</b> (12/2014 – 7/2016)		
	<ul style="list-style-type: none"><li>▪ Provide onsite and virtual training and technical assistance, consultation, and project management for multiple projects including: Recovery to Practice (RTP), SAMHSA (2015–present); Massachusetts Access to Recovery (ATR), SAMHSA (2014–present); Training and Technical Assistance Center—Primary and Behavioral Health Care Integration (PBHCI), SAMHSA/HRSA (2014–present); Bringing Recovery Supports to Scale Technical Assistance Center Strategy (BRSS TACS), SAMHSA (2014–present); Shared Decision Making in Mental Health: Making Recovery Real, SAMHSA (2010–2011).</li><li>▪ Facilitate virtual learning opportunities through webinars, virtual learning classrooms, and learning communities.</li></ul>		
	<b>Independent Consultant</b> (8/2014 – 12/2014)		
	1/1996 – 12/2014	Riverside Community Care	Dedham, MA
	<b>Associate Division Director for Clinical Services</b> (6/99 – 12/2014)		
	<ul style="list-style-type: none"><li>▪ <b>Leadership for Community Living Services Division:</b> establish and operationalize strategic plan for the department in keeping with organizational plan, focused on growth opportunities and personnel development; primary liaison with Department of Mental Health and other provider organizations for program management and to impact policy and procedures established by state government and federal rules.</li><li>▪ <b>Supervision of senior management, clinical staff, and graduate interns:</b> develop and sustain interdisciplinary community-based teams for service delivery; establish and implement workforce competencies; establish individualized goals with employees, in keeping with workplace expectations, complete evaluations, and engage in corrective action, when necessary; train graduate level interns to develop knowledge, skills, and professional identity.</li></ul>		

- **Personnel development** through training, group facilitation, consultation, and mentoring: creation of comprehensive orientation and training modules for all new employees; conduct regular in-service training sessions focused on work skills, work processes, resilience, and professional development.
- **Coordinator of Collaborative for Recovery Oriented Mental Health Innovation** with Riverside and Boston University Center for Psychiatric Rehabilitation: coordinate advisory group for purpose of planning, with focus on training initiatives and program evaluation.
- **Project management** for new program development: led program design and all aspects of implementation for new services, including a comprehensive multi-site community-based team model; and specialized residential treatment programs. Creation of Attorney General's Office grant-funded Transitional Support Program to engage underserved individuals in integrated mental and health services, using Critical Time Intervention model; and short-term care coordination pilot for people at risk of hospitalization.
- **Leadership for implementation of new practices** across modalities within organization: coordinated pilot program for SAMHSA Shared Decision Making in Mental Health project, including educating staff and individuals served about value, purpose and methods to promote collaborative planning. Facilitated Trauma-Informed Care project to develop statewide guidelines for public mental health; culminated in ongoing consultation team.
- **Preparation of successful contract proposals**; over \$10 million in funding (FY2010).
- **Implement high quality, recovery-oriented rehabilitation services** with wellness focus.
- **Advocacy** through participation in DMH Statewide committees and workgroups, and MA Association of Behavioral Healthcare committees.
- **Chair of Riverside Clinical Risk Management Team**; participant in Training Committee and Wellness/Recovery & Empowerment Committee.

**Program Director** (1/96 – 6/99)

- **Clinical leadership and administrative management** of community programs, supervision and staff training.
- **Program development**, including substantial growth in supported housing program, and development and implementation of consumer empowerment program.

5/95 – 11/95      Boston Regional Medical Center      Stoneham, MA

**Team Coordinator**

7/1986 – 4/1995      McLean Hospital      Belmont, MA

**Clinical Supervisor II** Community Residential Treatment Program (5/91 – 4/95)

Advisory

2014 – 2015

Participant on National Advisory Group for SAMHSA BRSS TACS Shared Decision Making Project

Education

Certificate in Positive Psychology, Wholebeing Institute, Hardwick, MA, 2015

Postgraduate Certificate in Advanced Diagnosis, Intervention, and Treatment of Alcoholism and Drug Abuse, Boston University, Boston, MA, 1995

M.S.W., Simmons College School of Social Work, Boston, MA, 1991

B.A., Williams College, Williamstown, MA, 1984

Selected  
Presentations

*Beyond recovery: Positive psychology and the science of happiness.* (2016, May 23). Presented at the Psychiatric Rehabilitation Association 2016 Recovery Workforce Summit, Boston, MA.

*Making recovery-oriented practice everyone's business: SAMHSA's recovery to practice*

*initiative*. (2016, May 23). Presented at the Psychiatric Rehabilitation Association 2016 Recovery Workforce Summit, Boston, MA.

*Resources for the recovery workforce: SAMHSA's recovery to practice initiative*. (2016, April 8). Presented at the American Occupational Therapy Association's 2016 Annual Conference and Expo, Chicago, IL.

*SAMHSA's Recovery to Practice initiative: Resources for workforce development in occupational therapy*. (2015, October 16). Presented at the 2015 Academic Leadership Council and AOTA/OTCAS Education Summit, Denver, CO.

*Building a recovery-informed workforce: SAMHSA's Recovery to Practice initiative*. (2015, August 7). Presented at The Florida Alcohol and Drug Abuse Association and Florida Council for Community Mental Health Behavioral Health Annual Conference, Orlando, FL.

*Positive psychology and mental health recovery: Learning to flourish*. (2015, June 3). Presented at the PRA Workforce Summit, Philadelphia PA.

*Professional relationships and boundaries*. (2014, July 11, October 20). Presented at Father Bill's Place and Mainspring, Quincy, MA.

*Risk and recovery*. (2014, June 24). Presented at the PRA Annual Conference, Baltimore, MD.

*Organizing staff actions: Utilizing service intervention menus*. (2013, June 10). Presented at the PRA Annual Conference, Atlanta, GA; (2013, June 21). Presented at the DMH Annual QM Symposium, Lowell, MA; (2013, October 30). Presented at the MassPRA Annual Conference, Worcester, MA.

*The Riverside Team Enhancement Action model: It takes a village to change a culture*. (2008, October 23). Presented at the MassPRA Annual Conference, Worcester, MA.

*Recovery-focused service integration through team meetings: A low-cost, high-impact model for providers & payers*. (2008, May 1–3). Presented at the National Council for Behavioral Healthcare Annual Conference, Boston, MA.

*Relapse prevention: A recovery-oriented strategy for illness management*. (2006, June 5–6). Presented at the USPPRA Annual Conference, Phoenix, AZ.

*From inpatient unit to independent living: Continuity of care and community treatment of persons with mental illness and violence histories*. (2006, May 11). Presented at the DMH and UMass Medical School Conference, Worcester, MA.

*Keeping programs safe: Riverside's toolkit for risk management*. (2005, June 13). Presented at a conference sponsored by DMH and Riverside Community Care, Tewksbury, MA.

## Profile

---

Elizabeth

First Name

---

Whitney

Last Name

---

ewhit802@yahoo.com

Email Address

---

11 Roxbury Ave.

Street Address

---

Suite or Apt

---

Natick

City

---

MA

State

---

01760

Postal Code

---

Precinct 8

What district do you live in?

---

Mobile: (617) 780-5432

Primary Phone

---

Home:

Alternate Phone

---

Simmons College

Employer

---

Field Education SpecialistJob Title

---

## Which Boards would you like to apply for?

---

Community Services Advisory Committee

---

## Are you a registered voter in the Town of Natick?

---

☒ Yes ☐ No

## Have you ever attended a Natick town meeting?

---

☐ Yes ☒ No

## Have you ever served on a board, committee, or commission in the Town of Natick?

---

☐ Yes ☒ No

**If yes, please list name(s) of board, committee or commissions, along with date(s) of service:**

---

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## **Interests & Experiences**

**Why are you interested in serving on a board or commission? Are there any changes you would like to see to these boards, committees and/or commissions?**

---

I have devoted my life to ensuring that people who need social and behavioral health services are treated with respect, always in recognition of the person first, regardless of challenge or disability. For much of this time, my attention has been on helping individuals and families become part of and integrate in to the communities of their choice. Recently, through my work as a consultant, I have increased my interest in exploring public health approaches to healthy and resilient communities and learning about the creation of "welcoming" communities, as ways to engage the entire citizenry. I've intentionally made changes in my work life in order to create time and mental energy for other pursuits. I would like to use my experience as a social worker, a human services manager, and a teacher on the Community Services Advisory Committee, to take what is most important to me and contribute to my community. Although I do not have prior service on town boards or committees, I believe that my experience will allow me to bring a different perspective to this work and hope that I will be considered for this opportunity. There is always a first time.

**Are you a graduate of the Natick Community Services Citizen's Leadership Academy?**

---

☐ Yes ☒ No

**Please list any skills or specialized knowledge you can bring to these boards, committees and/or commissions.**

---

1. Developed and operated a range of community behavioral health and social services, including coordination and collaboration with various town governments and police departments in Massachusetts  
2. Extensive collaboration with state agencies regarding policy development and service provision  
3. As senior manager of one of largest behavioral health organizations in Massachusetts, led teams, developed and chaired committees, led and participated on agency and statewide workgroups  
4. As a clinician, clinical manager, and consultant stayed abreast of best and evidence-based practices for social and behavioral health interventions and services, models of care, and community education  
5. As a consultant, worked with diverse groups of behavioral health providers and federal government departments  
6. Have provided in-person and web-based teaching, presentations at national conferences, and virtual training in nationally broadcast webinars

**Please list any professional affiliations.**

---

None currently

**Let us know what other specialized interests or hobbies you might have.**

---

My husband and I enjoy all manner of outdoor pursuits including: biking, kayaking, hiking, cross-country skiing, and gardening. We love to travel to National Parks in this country and have visited a number of other countries to explore and hike. I love to read. I have a certificate in Positive Psychology and aim to bring what I have learned through this education to my personal and professional life.

[EW\\_Resume\\_10-2016.doc](#)

---

Upload a Resume

---

**ITEM TITLE:** Elderly and Disabled Taxation & Fund Committee - Tax Relief Fund Report  
**ITEM SUMMARY:**

---

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Report	2/27/2017	Cover Memo

## **Natick Elderly and Disabled Taxation Committee (NEDTC)**

To: Natick Selectmen  
From: Stephen Roche, Chair  
Date: February 26, 2017  
  
RE: 2017 COMMITTEE REPORT

The NEDTC Committee members are:

Sheila Adams, Chair  
Jan Dangelo, Natick Director of Assessing  
Stephen Price, Natick Treasurer/Collector  
Ralph Letner, Secretary  
Stephen Roche

**The primary mission of the Committee is to provide financial assistance to qualified residents of Natick who are struggling to stay in their homes.**

We administer a pool of funds donated by individuals. Each year, after the January 31<sup>st</sup> deadline for applying, the Committee meets to review applications. Each application is then reviewed to make an initial determination that the applicant is “qualified” as Elderly (60 years or older) or Disabled.

Then the financial situation of each applicant is carefully reviewed and discussed by the Committee. These are privileged communications and applicants’ financial information is not disclosed to anyone other than Committee members.

Once this review is complete, the Committee discusses an appropriate award for each qualified applicant.

Treasurer/Tax Collector Stephen Price reported that the Fund’s savings account had a balance of \$11,396 as of 2/2/2017.

After deliberations, the Committee voted to approve payment of the 4<sup>th</sup> Quarter Real Estate Bill of each qualified applicant. Six (6) awards were approved for a total of \$8,197.

The Committee continues to work to increase awareness of the Fund in Natick. We also are looking at ways to secure additional donations from institutional givers such as banks and foundations. The Committee members will work through 2017 to address these initiatives. Specific tasks include:

- Developing a stand-alone flyer for distribution at Town Hall, the Senior Center, and other appropriate public locations
- Developing a ‘standard’ request letter to be sent to possible donors
- Requesting opportunities to speak before various civic groups in the Natick area.

Natick Elderly & Disabled Fund

5 Year

<u>FISCAL YEAR</u>	<u># OF AWARDS</u>	<u>TOTAL AMOUNT</u>
2017	6	\$8,197
2016	8	\$8,100
2015	8	\$10,400
2014	10	\$9,325
2013	10	\$9,250

---

**ITEM TITLE:** Application for Change in Manager - Nordstrom Cafe Bistro  
**ITEM SUMMARY:**

---

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Application	2/22/2017	Cover Memo
Police Approval	2/22/2017	Cover Memo

# NORDSTROM

February 8, 2017

Board of Selectmen  
Town of Natick  
13 East Central Street  
Natick, MA 01760

Re: *Change of Manager*  
*Nordstrom Café Bistro*  
*290 Speen Street (Natick Mall)*

Dear Board of Selectmen:

Kindly accept the enclosed application to change the manager of the Nordstrom Café Bistro Alcoholic Beverages License from Rebecca Serio to Casey Wilkins. Accordingly, enclosed please find:

- Monetary Transmittal Form
- Petition for Change
- Personal Information Form
- Manager Application
- CORI Request Form
- Corporate Vote
- Copy of Driver's License
- Copy of Birth Certificate (for proof of US citizenship)
- Copy of TIPS Training Certificate
- \$100.00 check payable to Town of Natick
- \$200.00 check payable to Commonwealth of Massachusetts

Please place this matter on the agenda for the next Board of Selectmen hearing and let me know the date.

Should you have any questions or require additional information, please contact me at 206-454-5568 or [dana.l.ryen@nordstrom.com](mailto:dana.l.ryen@nordstrom.com).

Sincerely,



Dana Ryen  
License Compliance Specialist  
Nordstrom Restaurant Division



*The Commonwealth of Massachusetts*  
*Alcoholic Beverages Control Commission*  
*239 Causeway Street*  
*Boston, MA 02114*  
[www.mass.gov/abcc](http://www.mass.gov/abcc)

Print Form

**RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION  
MONETARY TRANSMITTAL FORM**

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL  
LICENSING AUTHORITY.

ECRT CODE: RETA

CHECK PAYABLE TO ABCC OR COMMONWEALTH OF MA: \$200.00

(CHECK MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL)

CHECK NUMBER

61462544

IF USED EPAY, CONFIRMATION NUMBER

A.B.C.C. LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

076800042

LICENSEE NAME

Nordstrom, Inc. DBA Nordstrom Cafe Bistro

ADDRESS

290 Speen Street

CITY/TOWN

Natick

STATE

MA

ZIP CODE

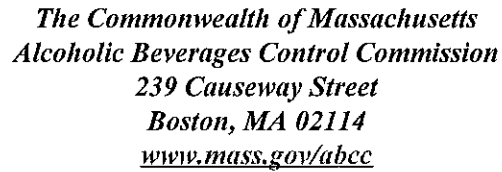
01760

**TRANSACTION TYPE (Please check all relevant transactions):**

- |  |   |   |   |
|--|---|---|---|
| <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Cordials/Liqueurs Permit       | <input type="checkbox"/> New Officer/Director | <input type="checkbox"/> Transfer of License        |
| <input type="checkbox"/> Change Corporate Name           | <input type="checkbox"/> Issuance of Stock              | <input type="checkbox"/> New Stockholder      | <input type="checkbox"/> Transfer of Stock          |
| <input type="checkbox"/> Change of License Type          | <input type="checkbox"/> Management/Operating Agreement | <input type="checkbox"/> Pledge of Stock      | <input type="checkbox"/> Wine & Malt to All Alcohol |
| <input type="checkbox"/> Change of Location              | <input type="checkbox"/> More than (3) \$15             | <input type="checkbox"/> Pledge of License    | <input type="checkbox"/> 6-Day to 7-Day License     |
| <input checked="" type="checkbox"/> Change of Manager    | <input type="checkbox"/> New License                    | <input type="checkbox"/> Seasonal to Annual   |   |
| <input type="checkbox"/> Other                           | <input type="text"/>                                    |   |   |

THE LOCAL LICENSING AUTHORITY MUST MAIL THIS TRANSMITTAL FORM ALONG WITH THE  
CHECK, COMPLETED APPLICATION, AND SUPPORTING DOCUMENTS TO:

**ALCOHOLIC BEVERAGES CONTROL COMMISSION**  
**P. O. BOX 3396**  
**BOSTON, MA 02241-3396**



(If a Corporation/LLC, by its authorized representative)



*The Commonwealth of Massachusetts*  
*Alcoholic Beverages Control Commission*  
239 Causeway Street  
Boston, MA 02114  
[www.mass.gov/abcc](http://www.mass.gov/abcc)

## PERSONAL INFORMATION FORM

Each individual listed in Section 10 of this application must complete this form.

### 1. LICENSEE INFORMATION:

A. Legal Name of Licensee	Nordstrom, Inc.	B. Business Name (dba)	Nordstrom Cafe Bistro		
C. Address	290 Speen Street	D. ABCC License Number (If existing licensee)	076800042		
E. City/Town	Natick	State	MA	Zip Code	01760
F. Phone Number of Premise	503-318-2600 Ext. 1610	G. EIN of License	91-0515058		

### 2. PERSONAL INFORMATION:

A. Individual Name	Casey Wilkins	B. Home Phone Number	[REDACTED]		
C. Address	178 Garland Drive				
D. City/Town	Pelham	State	NH	Zip Code	03076
E. Social Security Number	[REDACTED]	F. Date of Birth	Potsdam, NY		
G. Place of Employment	Nordstrom				

### 3. BACKGROUND INFORMATION:

Have you ever been convicted of a state, federal or military crime?

Yes ☐ No ☒

If yes, as part of the application process, the individual must attach an affidavit as to any and all convictions. The affidavit must include the city and state where the charges occurred as well as the disposition of the convictions.

### 4. FINANCIAL INTEREST:

Provide a detailed description of your direct or indirect, beneficial or financial interest in this license.

Nordstrom (a publicly traded corporation) employees are eligible for profit sharing plan and 401k plan so there may be an indirect financial interest in the license.

**IMPORTANT ATTACHMENTS (8):** For all cash contributions, attach last (3) months of bank statements for the source(s) of this cash.

**\*If additional space is needed, please use the last page**

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Signature

Date

01/29/2017

Title General Manager (If Corporation/LLC Representative)



*The Commonwealth of Massachusetts*  
*Alcoholic Beverages Control Commission*  
239 Causeway Street  
Boston, MA 02114  
[www.mass.gov/abcc](http://www.mass.gov/abcc)

## MANAGER APPLICATION

All proposed managers are required to complete a Personal Information Form,  
and attach a copy of the corporate vote authorizing this action and appointing a manager.

### 1. LICENSEE INFORMATION:

Legal Name of Licensee:	Nordstrom, Inc.	Business Name (dba):	Nordstrom Cafe Bistro
Address:	290 Speen Street		
City/Town:	Natick	State:	MA Zip Code: 01760
ABCC License Number: (If existing licensee)	076800042	Phone Number of Premise:	503-318-2600 Ext. 1610

### 2. MANAGER INFORMATION:

A. Name:	Casey Wilkins	B. Cell Phone Number:	[REDACTED]
C. List the number of hours per week you will spend on the licensed premises:	40+		

### 3. CITIZENSHIP INFORMATION:

A. Are you a U.S. Citizen:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	B. Date of Naturalization:		C. Court of Naturalization:	
----------------------------	---	----------------------------	--	-----------------------------	--

(Submit proof of citizenship and/or naturalization such as U.S. Passport, Voter's Certificate, Birth Certificate or Naturalization Papers)

### 4. BACKGROUND INFORMATION:

A. Do you now, or have you ever, held any direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages? Yes ☒ No ☐  
If yes, please describe: Eligible for profit sharing plan and 401k plan so there may be an indirect financial interest.

B. Have you ever been the Manager of Record of a license to sell alcoholic beverages that has been suspended, revoked or cancelled? Yes ☐ No ☒  
If yes, please describe:

C. Have you ever been the Manager of Record of a license that was issued by this Commission? Yes ☒ No ☐  
If yes, please describe: Manager of record in 2014 at the Nordstrom Cafe Bistro located at 210 Andover Street in Peabody, MA

D. Please list your employment for the past ten years (Dates, Position, Employer, Address and Telephone):

Please see second page.

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Signature

[Signature]

Date

01/29/2017



Commonwealth of Massachusetts  
Alcoholic Beverages Control Commission  
239 Causeway Street, First Floor  
Boston, MA 02114

STEVEN GROSSMAN  
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

KIM S. GAINSBORO, ESQ.  
CHAIRMAN

The Alcoholic Beverages Control Commission has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information. For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license, I understand that a criminal record check will be conducted on me, pursuant to the above. The information below is correct to the best of my knowledge.

**ABCC LICENSE INFORMATION**

ABCC NUMBER: (IF EXISTING LICENSEE)	076800042	LICENSEE NAME:	Nordstrom, Inc. DBA Nordstrom Cafe Bistro	CITY/TOWN:	Natick
--	-----------	----------------	---	------------	--------

**APPLICANT INFORMATION**

LAST NAME:	Wilkins	FIRST NAME:	Casey	MIDDLE NAME:	Andrew			
MAIDEN NAME OR ALIAS (IF APPLICABLE):	N/A	PLACE OF BIRTH:	Potsdam, NY					
DATE OF BIRTH:	[REDACTED]	SSN:	[REDACTED]	ID THEFT INDEX PIN (IF APPLICABLE):	N/A			
MOTHER'S MAIDEN NAME:	Rist	DRIVER'S LICENSE #:	[REDACTED]	STATE LIC. ISSUED:	New Hampshire			
GENDER:	MALE	HEIGHT:	5	10	WEIGHT:	240	EYE COLOR:	Blue
CURRENT ADDRESS:	178 Garland Drive							
CITY/TOWN:	Pelham	STATE:	NH	ZIP:	03076			
FORMER ADDRESS:	31 South Church Street							
CITY/TOWN:	Brasher Falls	STATE:	NY	ZIP:	13613			

**PRINT AND SIGN**

PRINTED NAME:	Casey Wilkins	APPLICANT/EMPLOYEE SIGNATURE:	[Signature]
---------------	---------------	-------------------------------	-------------

**NOTARY INFORMATION**

On this	January 29, 2017	before me, the undersigned notary public, personally appeared	Casey Wilkins
(name of document signer), proved to me through satisfactory evidence of identification, which were		NH Driver License	
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.			
		[Signature]	
		NOTARY	

**DIVISION USE ONLY**

REQUESTED BY:	[Signature]
SIGNATURE OF CORI AUTHORIZED EMPLOYEE	


The DCJ Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identify Theft PIN Number by the DCJ. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCJ via mail or by fax to (617) 660-4614.

The undersigned, Robert B. Sari, hereby certifies:

- IN WITNESS WHEREOF, the undersigned has executed this Certificate on this 20<sup>th</sup> day of December, 2016.

STATE OF WASHINGTON )  
 )ss.  
COUNTY OF KING )

December 20, 2014  
Date

  
Print Name: Karen Ruby  
NOTARY PUBLIC in and for the State of  
Washington  
My appointment expires: 10-28-20



**TIPS** eTIPS On Premise 3.0

Issued: 11/28/2016

Expires: 11/28/2019

ID#: 4407313

Casey A Wilkins  
Nordstrom  
Cafe Bistro  
178 Garland Dr  
Pelham, NH 03076-3575

For service visit us online at [www.gettips.com](http://www.gettips.com)

**NEW HAMPSHIRE**  
**OPR**  
**OPERATOR**

1. CASEY A WILKINS  
2. 178 GARLAND DR  
3. PELHAM, NH 03076-3575

3. DOB: [REDACTED]  
4b. Exp: [REDACTED]

16. Hgt: 70 in  
17. Wt: 240  
18. Eye: BLU  
19. Hair: BRO

*Casey Wilkins*

**CERTIFIED**

*We the People*

*Of the United States,  
in Order to form a more perfect Union,  
establish Justice, insure domestic Tranquility,  
provide for the common defence,  
promote the general Welfare, and secure  
the Blessings of Liberty to ourselves and  
our Posterity, do hereby adopt this  
Constitution for the United States of America.*

*Casey Wilkins*  
SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR

**PASSPORT**  
**PASSEPORT**  
**PASAPORTE**

**UNITED STATES OF AMERICA**

Type / Type / Tipo: P Code / Code / Código: USA Passport No. / No. du Passeport / No. de Pasaporte: [REDACTED]

Surname / Nom / Apellidos: WILKINS  
Given Names / Prénoms / Nombres: CASEY ANDREW  
Nationality / Nationalité / Nacionalidad: UNITED STATES OF AMERICA  
Date of birth / Date de naissance / Fecha de nacimiento: [REDACTED]  
Place of birth / Lieu de naissance / Lugar de nacimiento: NEW YORK, U.S.A.  
Date of issue / Date de délivrance / Fecha de expedición: [REDACTED]  
Date of expiration / Fecha de caducidad: [REDACTED]

Sex / Sexe / Sexo: M  
Authority / Autorité / Autoridad: United States  
Department of State

Endorsements / Mentions Spéciales / Anotaciones: SEE PAGE 27

**USA**

1. CASEY ANDREW

THE ORIGINAL DOCUMENT HAS A REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENT.

Corporate Expense PO BOX 91000 SEATTLE, WA 98111-9100

Date: 19-DEC-16

**Supplier No.** 5002805[illegible]

# NORDSTROM

Bank of America, N.A.  
Atlanta, Dekalb County, Georgia

64-1278  
611

**CHECK NO.**  
**61462544**

VOID AFTER 180 DAYS

SUPPLIER NO  
5002805

DATE \_\_\_\_\_

19-DEC-16



**AMOUNT**  
**\*\$200.00**

■ TWO HUNDRED DOLLARS AND ZERO CENTS\*\*\*\*\*

PAY TO  
THE  
ORDER  
OF:

**COMMONWEALTH OF MASSACHUSETTS  
ALCOHOLIC BEVERAGES  
CONTROL COMMISSION  
239 CAUSEWAY ST  
BOSTON, MA 02114  
UNITED STATES**

John T. Hartman

061462544 1061112788 329 901 5547

THE ORIGINAL DOCUMENT HAS A REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENT.



Donna Donovan <[ddonovan@natickma.org](mailto:ddonovan@natickma.org)>

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## Re: Nordstroms

1 message

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**Brian Lauzon** <[lauzon@natickpolice.com](mailto:lauzon@natickpolice.com)>  
To: Donna Donovan <[ddonovan@natickma.org](mailto:ddonovan@natickma.org)>

Wed, Feb 15, 2017 at 10:19 AM

Donna,

After review we would recommend approval.

Respectfully,

Lt. Brian G. Lauzon

On Tue, Feb 14, 2017 at 10:48 AM, Donna Donovan <[ddonovan@natickma.org](mailto:ddonovan@natickma.org)> wrote:  
Hi Brian,

Attached is the change in manager application for Nordstrom;s.

Donna Donovan  
Senior Executive Assistant  
Town of Natick  
[508-647-6410](tel:508-647-6410)

---

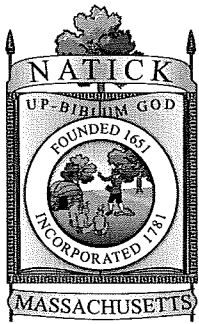
**ITEM TITLE:** Procurement Officer - Contracts

**ITEM SUMMARY:** a. Open Space Design  
b. Cottage Street Design  
c. Pleasant Street Bridge Design  
d. Golden Triangle District Design

---

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Open Space Design - Memo & Contract	2/22/2017	Cover Memo
Cottage Street - Memo & Contract	2/22/2017	Cover Memo
Pleasant St Memo	2/22/2017	Cover Memo
Pleasant St Contract Materials	2/22/2017	Cover Memo
Golden Triangle - Memo & Contract	2/22/2017	Cover Memo



## TOWN OF NATICK MASSACHUSETTS

**TO:** Natick Board of Selectmen  
Martha White, Town Administrator  
William Chenard, Deputy Town Administrator – Operations  
Jemma Lambert, Community Services Director

**FROM:** Bryan R. Le Blanc, Procurement Officer

**DATE:** January 30, 2017

**SUBJECT: CONTRACT AWARD**  
**Open Space Design**

On Tuesday, January 17, 2017, quotations were received in response to the Town's Request for Quotations (RFQ) to provide design services related to open space adjacent to the Natick Community Senior Center. The Town used a quote process, even though the services being procured, landscape architecture services, are exempt from the Uniform Procurement Act (M.G.L. c. 30B). Unlike a bid or proposal process, formal newspaper advertisement, Goods and Services advertisement, website posting, and Town Hall posting, are not required or applicable.

The party submitting the only quote was Weston & Sampson Engineers, Inc. ("Weston & Sampson"). Weston & Sampson's quote was a flat fee of twenty-two thousand dollars and zero cents (\$22,000.00).

The Community Services Director and I have conferred. Based upon our due diligence and Weston & Sampson's past performance for the Town, we have concluded that Weston & Sampson is a responsible, eligible, and responsive firm. We recommend that the Town award the contract to Weston & Sampson for the amount outlined in its quote.

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

Quotes Received: 01/17/17

Funding Source: \$25,000.00 – Article 10, Item 2, 2016 Fall Annual Town Meeting (Free Cash)



## MEMORANDUM

To: FILE

From: Bryan R. Le Blanc, Procurement Officer

Re: Procurement Process – Open Space Parks Design – Natick Community Senior Center

Date: January 17, 2017

In December, 2016, I received a procurement request for services to design open space adjacent to the Natick Community Senior Center. Ms. Jemma Lambert, the Community Services Director reported a sum of \$25,000.00 to complete such work.

Such services are technically exempt from M.G.L. c. 30B, the Uniform Procurement Act. M.G.L. c. 30B, §1(b)(32A) specifically exempts the services of architects, engineers, and related professionals from M.G.L. c. 30B. Additionally, no building is contemplated. Hence, the Designer Selection Law, M.G.L. c. 7C, §§44 *et seq.*, is inapplicable.

Ms. Lambert suggested a simple request for quotes (from three specific firms). This is an acceptable practice, which I agreed to follow.

### WRITTEN PURCHASE DESCRIPTION:

Ms. Lambert provided me with the following written Scope of Services.

“The below is the technical approach to the project, and a breakdown of the minimum anticipated design phase services required.

The Services shall include design of the open space parcel adjacent to the Natick Community Senior Center (Complete as appropriate.) The parcel consists of approximately 17,424 square feet of space and is located south of the Community Senior Center. See attached ANR plan for a depiction of the property.

The parcel is located adjacent to existing conservation area(s).

The Town envisions designing an open space/passive recreation area that is sensitive to wetlands issues, that respects any rulings by the Natick Conservation Commission, and that preserves the open space areas of the land, with some plantings, seating areas, and a paved, ADA accessible walking path. Consideration of adjacent conservation lands and potential interpretation of said lands are assumed to be within the scope of this design project. Improvements to existing planting beds and grassed areas adjacent to the facility itself are also considered within scope.

The Successful Quoting party is required to be a registered landscape architect in the Commonwealth of Massachusetts, is required to have performed at least five (5) previous projects with municipalities, and is required to have performed at least two (2) previous projects adjacent/proximate to wetlands/conservation area(s). Each quoting party shall submit evidence of the above with its quote.

The successful quoting party shall agree to carry to abide by the terms and conditions of the attached contract.”

**SOLICITED FIRMS:**

On Tuesday, January 3, 2017, I used the Request for Quotes and its purchase description to solicit three (3) firms for written quotes. Firms solicited for written quotes, at the emails shown below, were:

1. Weston & Sampson, Inc., 5 Centennial Drive, Peabody, MA 01960 ATTN. Sally Smith, [smiths@wseinc.com](mailto:smiths@wseinc.com);
2. Copley Wolff Design Group, 160 Boylston Street, 3<sup>rd</sup> Floor, Boston, MA 02116 ATTN. Danna Day, [dday@copley-wolff.com](mailto:dday@copley-wolff.com); and
3. Pressley Associates, 135 Lewis Wharf, Boston, MA 02110 ATTN. Bill Pressley [bpressley@pressleyinc.com](mailto:bpressley@pressleyinc.com).

Quotes were ultimately due no later than 11:00 A.M. local time on Tuesday, January 17, 2017.

**DATED WRITTEN QUOTES RECEIVED/PARTIES SUBMITTING QUOTES/AMOUNT OF EACH QUOTATION:**

1. On Tuesday, January 17, 2017, Weston & Sampson, Inc., of the above address, submitted a quote of twenty-two thousand dollars and zero cents (\$22,000.00).

No quotes were received from either Copley Wolff Design Group or Pressley Associates by the deadline date and time specified in the Request for Quotes.

**AWARD:**

The award should be made, if at all, to Weston & Sampson, Inc., which submitted the lowest price of twenty-two thousand dollars and zero cents (\$22,000.00) to design the open space. Weston & Sampson is a responsible and responsive firm that has submitted the lowest price for such work; Weston & Sampson has done past work for the Town and has performed professionally. Weston & Sampson will also be required to meet the insurance requirements set forth in the Town’s form of contract that was attached to the Request for Quotes.

**Town of Natick, Massachusetts**  
**CONTRACT FOR THE PROCUREMENT OF DESIGN SERVICES FOR OPEN**  
**SPACE LOCATED ADJACENT TO THE NATICK COMMUNITY SENIOR**  
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This Contract is made this twenty-seventh day of February, 2017, by and between the Town of Natick, Massachusetts, with an address of Natick Town Hall, 13 East Central Street, Natick, MA 01760, acting by the Natick Board of Selectmen (hereinafter the "Town of Natick," the "Town," or the "Owner"), and Weston & Sampson Engineers, Inc., a corporation organized under the laws of the Commonwealth of Massachusetts, with a principal office located at Five Centennial Drive, Peabody, MA 01960 (hereinafter the "Contractor").

The words "he," "him" and "his" in this Contract, as far as they refer to the Contractor, shall so refer whether the Contractor is an individual, partnership or corporation. All prior contracts, if any exist between the Town and the Contractor, are hereby terminated and shall be of no force and effect.

1. Scope

In consideration of the obligations herein contained, the Contractor shall provide design services for open space located adjacent to the Natick Community Senior Center, as set forth in the Request for Proposals for Design Services for Open Space Located Adjacent to the Natick Community Senior Center ("RFP"), issued by the Board of Selectmen of the Town of Natick, Massachusetts, which is incorporated herein by reference.

2. Standard of Care

The Contractor shall exercise due care and diligence in the provision of all services under this Contract in accordance with the applicable professional standards in the Eastern Massachusetts area. The Contractor's services shall be performed as expeditiously as is consistent with such standards, with professional skill and care, and with the orderly progress of the work.

3. Term

The term of this Contract shall commence as of the execution date of this Contract and shall end one (1) year later. At the sole discretion of the Town, this Contract may be renewed for one (1) or two (2) additional one (1)-year terms.

4. Incorporation of the Request for Proposals/Order of Priority of Contract Documents

The provisions of the RFP and the Contractor's Proposal are incorporated herein by reference. In the event of any conflict among the Contract Documents, the Documents shall be construed according to the following priorities:

Highest Priority:	Amendments to Contract (if any)
Second Priority:	Contract



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Third Priority:	Addenda to the RFP (if any)
Fourth Priority:	RFP
Fifth Priority:	Contractor's Proposal.

5. Payment

In consideration for performance of the work in accordance with the requirements of this Contract, the Town shall pay the Contractor the prices set forth in the Contractor's Proposal, a copy of which is attached hereto and incorporated by reference.

This Contract is a fixed price/fixed rate contract and, therefore, miscellaneous expenditures associated with the Contractor's work shall not be paid by the Town. In the event that an unforeseen miscellaneous expense is incurred, the Contractor shall receive the Town's approval in writing prior to incurring the expense if it will subsequently seek payment of said expense from the Town.

Payment shall be made to the Contractor for work completed in accordance with this Contract. All requests for payment shall be submitted to the Town as an invoice and shall specify all services rendered.

Payment will be due thirty (30) days after receipt of the Contractor's invoice by the Town for services rendered in accordance with this Contract. The Town shall not make payments in advance.

If the Town objects to all or part of any invoice, the Town shall notify the Contractor in writing within two (2) weeks of the date of receipt of the invoice, and shall pay that portion of the invoice not in dispute within thirty (30) days after the date of receipt of the invoice.

Should it be necessary for the Contractor to engage the services of a specialized contractor or companies other than those originally proposed in the Contractor's response to the Town's RFP, the Contractor shall take such measures only with the Town's prior written approval. Charges for such services, with no mark-up, shall be billed directly to the Town unless otherwise agreed upon by the parties.

Payment of the amounts due under this Contract shall release the Town, Massachusetts and its officers, employees, boards, commissions, committees, agents and representatives, from any and all claims and liability in any way relating to this Contract or anything done in pursuance thereof.

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



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6.     Warranty

DELETED/NOT APPLICABLE.

7.     Compliance with Laws

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 of 1970, 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 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, as though such terms were set forth in their entirety herein.

8.     Insurance

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.

- a.     Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of \$1,000,000/\$1,000,000/\$1,000,000.
- b.     Commercial General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.
- c.     Automobile Liability Insurance, covering all leased, owned, non-owned, and hired vehicles - Combined single limit of \$1,000,000.
- d.     Excess Liability Insurance, Umbrella Form - \$1,000,000 each occurrence and \$2,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance, automobile liability insurance, and employer's liability under workers' compensation insurance.



**Town of Natick, Massachusetts**  
**CONTRACT FOR THE PROCUREMENT OF DESIGN SERVICES FOR OPEN**  
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- e. Professional Liability Insurance - \$1,000,000 each occurrence and \$2,000,000 aggregate limit. If written on a "claims made" basis, each such policy of insurance shall remain in effect for at least six (6) years following the termination of this Contract.
- f. The Town shall be named as an additional insured on each such policy of Commercial General Liability Insurance, Excess Liability Insurance, Umbrella Form, and Automobile Liability Insurance.
- g. Professional Liability Insurance - \$1,000,000 each occurrence/\$2,000,000 aggregate limit. If written on a "claims made" basis, each such policy shall remain in effect for at least six (6) years following the termination of this Contract.
- h. All certificates and policies shall contain the following provision:

"Notwithstanding any other provision herein, should any of the above policies be cancelled or materially amended before the expiration date thereof, the issuing company will mail thirty (30) days prior written notice thereof to the named certificate holder and to the Natick Town Administrator, Natick Town Hall, 13 East Central Street, Natick, MA 01760 before such cancellation or amendment shall take place."
- i. Certificates evidencing such insurance in five (5) copies shall be furnished to the Town at the execution of this Agreement. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. The Contractor shall make no claims against the Town or its officers for any injury to any of its officers or employees or for damage to its equipment arising out of work contemplated by the Agreement.
- j. The Contractor shall also be required to provide to the Town 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 is named as an additional insured on each such policy.
- k. No insurance shall be obtained from an insurer which:
  - (1) is not licensed to sell insurance in the Commonwealth of Massachusetts; or
  - (2) 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.



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1. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Contract and shall operate as an immediate termination thereof.

9. Indemnification

The Contractor shall compensate the Town 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 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 this Contract. Said costs shall include, without limitation, reasonable legal costs, collections fees, and counsel fees incurred in defending any claim or suit that may be brought against the Town and any judgment that may be obtained in any such claim or suit.

10. No Personal Liability

Neither the Town, nor its officers, employees, boards, committees, commissions, agents and representatives shall be under any personal obligation or incur any personal liability by reason of this Contract, the execution thereof or anything relating thereto which arises out of the breach or violation of any provision of this Contract, or the violation of any Federal, Massachusetts or Town of Natick statute, by-law, rule, regulation, order or directive, or which relates to personal injury or property damage suffered by the Contractor or its employees, regarding the subject matter of this Contract.

11. Familiarity with Area of Work

By signing this Contract, the Contractor acknowledges that it has examined the area of work which is the subject matter of this Contract and that it is familiar with all conditions of the RFP and of this Contract. The Contractor has entered into this Contract in reliance on its own examinations and estimates as to the amount and character of its work, and conditions which may be encountered in the performance thereof, and shall assume all risks and bear all losses pertaining thereto.



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12. Performance Bond

DELETED – NOT APPLICABLE.

13. Labor and Materials Payment Bond

DELETED – NOT APPLICABLE.

14. Independent Contractor Status

The Contractor shall provide services under this Contract as an independent contractor with the Town and not as an employee of the Town. No employee, agent or representative of the Contractor shall be entitled to receive any benefits of employment with the Town, including without limitation salary, overtime, vacation pay, holiday pay, sick leave, health insurance, life insurance, pension or deferred compensation.

15. Use of Alcohol and Controlled Substances Prohibited

The Contractor hereby acknowledges that the use of alcoholic beverages, narcotics, and mood altering substances, except for current valid, legal prescriptions, by any officer, employee, agent, or representative of the Contractor is prohibited on Town property which is the subject matter of this Agreement and during all hours of work under this Agreement. If any officer, employee, agent, or representative of the Contractor violates the foregoing provision, the Town shall have the right to order that such officer, employee, agent, or representative of the Contractor shall not be permitted to return to work on this Agreement. Under such circumstances, the Contractor shall promptly remove the subject officer, employee, agent, or representative from the job site and shall not permit the subject officer, employee, agent, or representative to perform further work in conjunction with this Agreement.

16. No Smoking

Pursuant to Massachusetts General Laws (M.G.L.) c. 270, §22, the Commonwealth of Massachusetts Smokefree Workplace Law, the Contractor, its officers, employees, agents, and representatives shall refrain from smoking and from using tobacco products in any public building in the Town.

17. Criminal Background Screening

For each employee of the Contractor who is performing services under this Contract, the Contractor shall, subject to its confidentiality and privacy obligations owing to its employees and third parties, provide a written confirmation to the Town that such employee passed the Contractor's pre-



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employment criminal background screen. In the event that any employee refuses to permit the Contractor to provide such information to the Town, the Contractor shall not assign such employee to perform services for the Town, and such employee shall not be authorized to perform services for the Town. The Town shall be permitted to keep such information in its files.

18. *Delays/Force Majeure*

Except as specifically set forth in this Contract, neither party shall hold the other responsible or liable for damages or delays in performance caused by acts of God, interruptions in the availability of labor, or other events beyond the control of the other party, or that could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include unusually severe weather affecting performance of services, floods, epidemics, wars, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, and project site conditions which could not have been reasonably anticipated. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties arising and to resume as soon as reasonably possible the normal pursuit of performance.

19. *Termination*

- a. If the Contractor shall breach any provision of this Contract, which breach is not cured within twenty-one (21) days of written notice thereof from the Town to the Contractor, the Town shall have the right to terminate this Contract upon written notice to the Contractor.
- b. 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.
- c. The award of this Contract and the continued operation of this Contract are contingent upon appropriation by Natick Town Meeting of sufficient money to fund the Contract. Should Natick Town Meeting fail to appropriate necessary funds therefor, the Town shall no longer be under any obligation to tender performance, including payment, under the terms of this Contract. In that event the Town may terminate this Contract upon written notice to the Contractor.
- d. The Town may terminate this Contract upon written notice to the



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Contractor if a source of money to fund the Contract is lost during the Contract term. In the alternative, the parties may agree in writing to amend the Contract to provide for a Contract price which represents a reduced appropriation for the Contract term.

- e. The Town may also terminate this Contract for convenience upon thirty (30) days' written notice to the Contractor.

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 the event that this Contract is terminated pursuant to Section 19a. or 19b. above, the Town may make any reasonable purchase or contract to purchase services in substitution for performance due from the Contractor and may deduct the cost of any substitute contract, or damages sustained by the Town due to non-performance or non-conformance of services, together with incidental and consequential damages from the Contract price, and shall withhold such damages from sums due or sums which become due.

20. Notices

Except as otherwise provided in this Contract all notices required or permitted to be given hereunder shall be in writing and shall be delivered by certified mail or registered mail, return receipt requested, to the parties at the following address or such other address or addresses as to which a party shall have notified the other party in accordance with this Section 20.

If to the Town: Martha L. White, Town Administrator  
Natick Town Hall  
13 East Central Street  
Natick, MA 01760

With copies to: John P. Flynn, Esq.  
Murphy, Hesse, Toomey & Lehan, LLP  
300 Crown Colony Drive, Suite 410  
Quincy, MA 02169

If to the Contractor: President  
Weston & Sampson Engineers, Inc.  
Five Centennial Drive  
Peabody, MA 01960.



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21. Miscellaneous Provisions

- a. Any action at law or suit in equity instituted by the Contractor as a result of the performance, non-performance or alleged breach of this Contract shall be filed in the Superior Court of the Commonwealth of Massachusetts for Middlesex County, MA, and in no other court or jurisdiction.
- b. No action or failure to act by the Town shall constitute a waiver of a right or duty afforded to the Town under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. No forbearance or indulgence in any form or manner by the Town shall be construed as a waiver or in any way limit the legal or equitable remedies available to the Town. No waiver by the Town of any default or breach by the Contractor shall constitute a waiver of any subsequent default or breach.
- c. If the Contractor discovers or is informed of any discrepancy or inconsistency in the Contract Documents in relation to any law, statute, ordinance, by-law, decree, code, rule, regulation, or order, the Contractor shall promptly, before commencing performance under this Contract, report the same to the Town in writing.
- d. The Contractor acknowledges that it has not been influenced to enter into this Contract, nor has the Contractor relied upon any warranties or representations not set forth in this instrument.
- e. The Contractor shall maintain the confidentiality of information designated by the Town as confidential, unless withholding such information would violate the law or create a risk of significant harm to the public, or unless the Contractor has been required to release such information by final judgment or order of a court of competent jurisdiction, or unless the Town has expressly waived such confidentiality in advance in writing.
- f. The Contractor shall not represent or purport to represent that it speaks for the Town vis-à-vis the media or the public at-large without the Town's express, written consent in advance.
- g. Prior to commencing performance under this Contract, the Contractor shall furnish the Town, in writing, the names, addresses and telephone numbers of not fewer than two (2) principal employees of his business who are to be contacted in the event of an after-hours emergency.



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- h. By entering into this Contract, the Contractor certifies under penalties of perjury that its Proposal was 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.
- i. By entering into this Contract, the Contractor certifies under the penalties of perjury, pursuant to M.G.L. c.62C, Section 49A(b), that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and contractors, and to withholding and remitting child support.
- j. 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 this 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.
- k. Prevailing wage rates, as contained in the Proposal documents, shall be paid, pursuant to M.G.L. c.149, §§26-27G, if they are applicable.
- l. The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence 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 take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.
- m. **To the extent that any of the foregoing sections required by**



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**Massachusetts law are inconsistent with other, non-statutory sections in this agreement, any statutorily-mandated provisions contained herein shall control.**

- n. The Contractor shall not assign or subcontract in whole or in part this Contract or in any way transfer any interest in this Contract without the prior express written approval of the Town.
- o. The Contractor shall not assign any money due or to become due to the Contractor unless the Town shall have received prior written notice of such assignment. No such assignment shall relieve the Contractor of its obligations under this Contract.
- p. This Contract may be amended only by written consent of the parties.
- q. This Contract constitutes the entire agreement of the parties and any other agreement, written or oral, that may exist is excluded from this Contract. When executed, this Contract supersedes any prior agreement between the parties in connection with the transaction contemplated.
- r. If any provision, or portion thereof, of this Contract shall be adjudged to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction the remaining provisions shall continue in effect to the extent permitted by law.
- s. The provisions of this Contract shall be binding upon and shall inure to the benefit of the heirs, assigns and successors in interest of the parties.
- t. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, regardless of choice of law issues or principles.
- u. This Contract is executed in triplicate as a sealed instrument.

[The remainder of this page is left blank.]



**Town of Natick, Massachusetts**  
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The Town of Natick, Massachusetts

Weston & Sampson Engineers, Inc.

by: the Natick Board of Selectmen

by:

\_\_\_\_\_  
Richard P. Jennett, Jr., Chairman

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Nicholas S. Mabardy, Vice Chairman

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Jonathan H. Freedman, Clerk

\_\_\_\_\_  
Printed Title

\_\_\_\_\_  
John J. Connolly

\_\_\_\_\_  
Susan G. Salamoff

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**APPROVED AS TO AVAILABILITY OF APPROPRIATION:**

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

\_\_\_\_\_  
Virginia W. Cahill  
Comptroller, Town of Natick

Dated: \_\_\_\_\_

**APPROVED AS TO FORM ONLY, AND NOT AS TO SUBSTANCE:**

\_\_\_\_\_  
John P. Flynn, Esq.

Dated: \_\_\_\_\_



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CERTIFICATE OF VOTE

I, \_\_\_\_\_, hereby certify  
(Clerk/Secretary)

that I am the duly qualified and acting \_\_\_\_\_ of  
(Corporation Name) (Title)

and I further certify that at a meeting of the Directors of said Corporation duly called and held on \_\_\_\_\_ 20 \_\_\_\_, at which meeting all Directors were present and voting, the following vote was unanimously passed:

VOTED: To authorize and empower either  
\_\_\_\_\_, \_\_\_\_\_;  
(Name) (Title)  
\_\_\_\_\_, \_\_\_\_\_; or  
(Name) (Title)  
\_\_\_\_\_, \_\_\_\_\_  
(Name) (Title),

any one acting singly, to execute all contracts and bonds on behalf of the Corporation.

I, further certify that the above vote is still in effect on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ and has not been changed or modified in any respect.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Title

The certification contained hereabove shall be executed by CONTRACTOR or copy of current "certification of authority to sign for the Corporation" shall be attached.)





## QUOTE

January 2017

TOWN OF  
**Natick**  
MASSACHUSETTS



Quote for Landscape Architecture Services  
to Design Open Space at the Natick  
Community Senior Center

restore

enhance

sustain

maintain

Weston & Sampson<sup>SM</sup>

transform your environment

westonandsampson.com

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Worcester, MA 01608  
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tel: 617.412.4480



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January 17, 2017

Bryan LeBlanc  
Procurement Officer  
Natick Department of Public Works Building  
75 West Street, 2<sup>nd</sup> Floor  
Natick, Massachusetts 01760

Re: Quote for Landscape Architecture Services to Design Open Space at the Natick Community Senior Center

Dear Mr. LeBlanc:

Weston & Sampson's design studio is committed to providing maximum value on all of our projects, and we are pleased to submit our quote to collaborate with the Town of Natick on your open space design opportunity at the Natick Community Senior Center.

We have specific experience working on projects similar in scope to this project. Section 1 includes project descriptions of our relevant work. In addition to our landscape architecture team and design studio staff, we have upwards of 400 engineers and scientists who are poised and ready to support our open space planning and design efforts. We have included resumes of our proposed key personnel in Section 2.

Our design studio's goal is to create exciting and relevant public open space amenities. We continue to bring best practices and thoughtful leadership to design within the public realm, and our team members have a passion for achieving breakthrough solutions through careful research, understanding, and creativity. For this assignment, we would capitalize on our diverse capabilities to address each of the key components to project success. Simply stated, we will support the town's mission to provide meaningful recreation outlets, equity in access, and enhancement of land with great conservation value.

While our past work in the town will prove valuable in this effort, the solutions we develop for this open space property will be unique to this site and its location adjacent to the Natick Community Senior Center. For this opportunity, Weston & Sampson exceeds your requirements for Successful Quoting Parties, as indicated below:

- Our firm's design team includes six Massachusetts Registered Landscape Architects who are available to provide open space design services, as well as a team of landscape designers who can support our efforts, as needed.
- For well over a century, Weston & Sampson has been providing Massachusetts municipal clients with cost-effective and innovative solutions to their infrastructure and design challenges. Our landscape architecture group, with support from our architecture/engineering professionals, has been providing comprehensive planning, design, permitting, and construction administration services for municipal park and open space projects in Massachusetts and across New England for over 20 years. Specific to your project, Weston & Sampson's team has provided design services for over 100 open space and parks/recreation properties throughout the Commonwealth during the past five years alone.
- Recent projects involving adjacent/proximate wetland/conservation areas have included Newman School/Eastman Conservation Area in Needham; Newton Highlands Playground; Coes Reservoir, Worcester; Whispering Hills, Woburn; and the Chelsea Creek Wetlands Restoration and Habitat Conservation project in East Boston.

As you know, Weston & Sampson provided design and consulting services for the town as part of our work at JJ Lane Park, on your most recent town-wide field/park master plan project, and our current work at Navy Yard Park and East Park. Through these initiatives and others in Natick in recent years, we have developed an in-depth knowledge of your existing infrastructure, and we are prepared to hit the ground running upon notice to proceed (if we are fortunate enough to be selected for this opportunity).

Your Request for Quotes (RFQ) identifies the basic goals related to enhancing the open space property adjacent to the Senior Center. However, a specific scope of work/specific project budget is not identified. To assist town representatives in the review of our proposal (as it relates to our quotation), we offer the following specific tasks to be provided as part of the landscape architecture services effort:

1. Kick-off meeting with project representatives and meeting memorandum summarizing all expectations and responsibilities (The kick-off meeting may include a site walk at the town's option.)
2. Creation of a baseplan for use in developing the preliminary designs (ANR survey plan to be provided by the town to Weston & Sampson)
3. Field reconnaissance work and analysis of existing site conditions, constraints, and opportunities
4. Preliminary design drawings
5. Illustrative graphics (to communicate the nature of all improvements to the general public and aid in securing construction funds, as needed)
6. Up to three meetings with project proponents and key project stakeholders
7. One informal meeting with the Conservation Commission and/or their staff representative(s)
8. Cost estimate to complete final designs, permitting, bidding, and construction administration services
9. Cost estimate to complete construction of the open space improvement project

Given our professional qualifications and experience with similar projects, in addition to our valuable existing relationship with the town, Weston & Sampson is well positioned to provide expert services for your project. As always, we are willing to modify our scope and budget to meet the town's needs and would be happy to meet with you to further discuss our qualifications, as well as our proposed work plan and pricing information. Please contact me at 617-412-4480 or at [bolingere@wseinc.com](mailto:bolingere@wseinc.com) if you have any questions.

Our sincere wishes for a successful project,

WESTON & SAMPSON



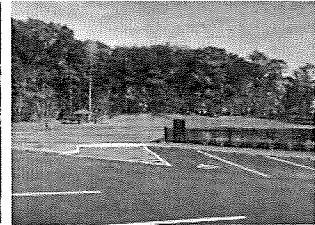
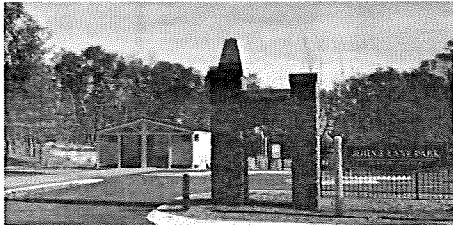
Eugene R. Bolinger, RLA  
Vice President | Authorized Official

# SECTION 1

## Relevant Project Descriptions

# JJ LANE PARK

town of natick, massachusetts



Weston & Sampson collaborated with the Natick Conservation Commission and various other town and community stakeholders to forge a plan for the development of this new neighborhood park and playground. The project involved the creation of a children's play area with seating and shelter for parents and supervisors. Meandering pathways were constructed to take advantage of the site's naturally hilly terrain and beautiful tracts of woodlands. The pathways are functional in that they provide connections to all major park features and yet they are recreational in that they allow multiple options for traversing a loop within the confines of the property.

Historic block walls denoting an old entrance to a former armory were reconstituted as a major ceremonial gateway into the new park site and also formed the centerpiece of significant edge improvements along Speen Street, a major north-south connector road. Work also included the construction of a small park support structure, new parking areas, innovative stormwater management techniques, a pedestrian bridge crossing a resource area, and a variety of other passive and active recreational elements throughout the site



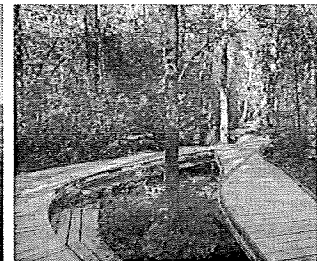
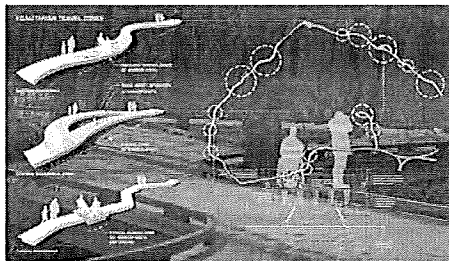
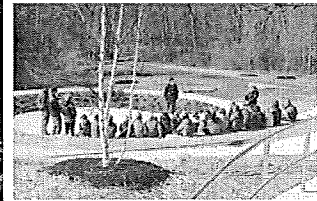
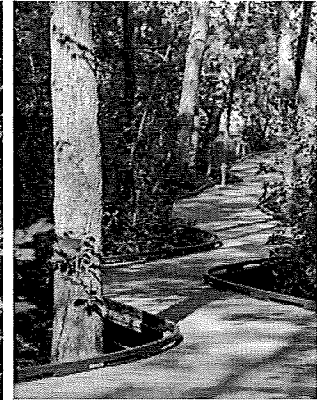
MASSACHUSETTS  
RECREATION AND PARK  
ASSOCIATION  
2015 Design of Facility  
Agency Award

## client contact

Art Goodhind, Supervisor  
Land Facilities & Natural Resources  
Division  
508-647-6558  
agoodhind@natickma.org

# NEWMAN ELEMENTARY SCHOOL TRAILS & ATHLETIC FIELDS – EASTMAN CONSERVATION AREA IMPROVEMENTS

town of needham, massachusetts



Weston & Sampson was retained by the Town of Needham to design boardwalks/trails and sports field upgrades and improvements to the Eastman Conservation Area. The Eastman Conservation Area serves as an outdoor learning laboratory for the elementary school and the Needham Science Center, which is located at the school. The conservation area possesses an amazingly varied landscape within a relatively small footprint that includes wetlands, meadows and streams, open bodies of water, uplands, and rock outcroppings.

Weston & Sampson is working closely with teaching professionals to develop compelling interpretive and interactive signage that will enhance teaching at various "learning pods" located throughout the site. Specific work has included the design of boardwalks, at-grade trails, overlooks, piers, and a wide range of other site amenities that help to support the storytelling about wildlife and wetlands and woodlands and other environmental features that are unique to this rich and varied conservation landscape. Boardwalks and outdoor classroom spaces have been designed to be minimally invasive and unobtrusive; they were constructed in a way that allows users to experience the unique ambiance of the wetland resources from within the environment and not just from the outside looking in.

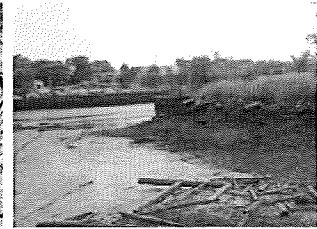
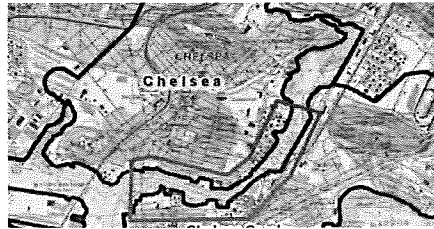
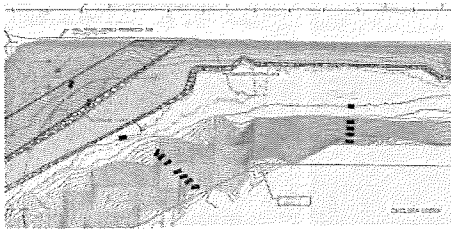
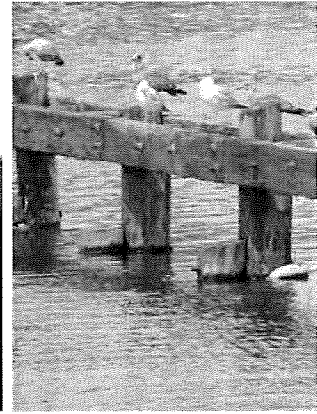
- conservation area improvements
- outdoor learning laboratory
- boardwalks, trails, overlooks, and piers
- sports field upgrades
- construction administration

## client contact

Edward Olsen  
Parks and Forestry Superintendent  
Public Service Administration Building  
781-455-7550, ext. 317  
eolsen@needhamma.gov

# CHELSEA CREEK WETLANDS RESTORATION AND HABITAT CONSERVATION

boston redevelopment authority



Weston & Sampson was selected by the Boston Redevelopment Authority to manage a major salt marsh and habitat restoration project in Chelsea Creek. The project is funded by a North American Wetlands Conservation Act (NAWCA) Grant and was intended to reclaim this damaged urban environment.

The goals of this project included maximizing avian habitat, developing constructible plans, developing a public park space, and satisfying regulatory concerns while fulfilling NAWCA grant goals. Project challenges include:

- Working within a designated port area (no linear park construction allowed)
- Land ownership issues (City of Boston also has development plans for the area)
- Identifying future sea level rise and storm surge events
- Resource area impacts (creating new avian habitat without significant damage to the shellfish habitat)
- Developing a flexible design concept including hardened structures and habitat barriers that would modify/evolve with changing environmental conditions
- Satisfying regulatory requirements for numerous agencies

Weston & Sampson's team includes specialty firms Bourne Consulting Engineers, Applied Coastal Engineering, local historian Nancy Seasholes, and avian specialist Nature Watch, LLC, plus the firms of AECOM and Durand & Anastas, who assisted with the original grant application.

Key staff from Weston & Sampson were familiar with the site from past project work related to stormwater outfall monitoring and Brownfields petroleum site assessments. For this project our team provided a thorough characterization of the site that included:

- Detailed soil data evaluation
- Topographic survey of coastal zones, designated port areas, and Chapter 91 lands
- Avian habitat assessment
- Shellfish habitat assessment
- Wave action study and impact analysis

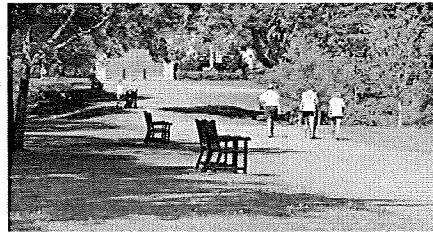
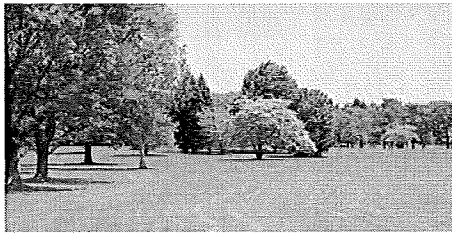
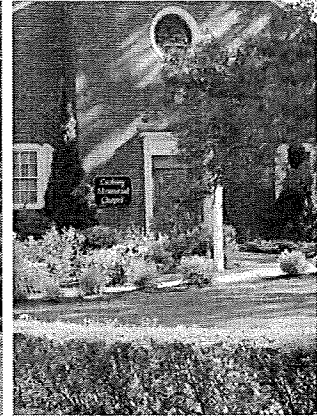
Site/civil considerations and conceptual design plans were developed for three pre-selected sites.

## client contact

Nathaniel Gorham  
Boston Redevelopment Authority  
22 Drydock Avenue  
Boston, Massachusetts 02210  
617-918-6252

# CUSHING MEMORIAL PARK MASTER PLAN AND DEVELOPMENT

town of framingham, massachusetts



Weston & Sampson was retained to develop an Open Space Master Plan for the 65-acre former Cushing State Hospital property near Farm Pond in Framingham. Nearly a dozen public forums were held to establish and prioritize the scope of planned improvements for this scenic property. The finished master planning document presented a "vision statement," analyzed existing conditions, identified general and specific improvement programs, funding sources, budgets, phases, and also included an operations and maintenance narrative.

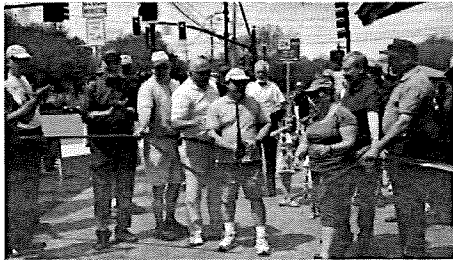
The largely passive, \$2.5 million improvement program has been widely supported by the Framingham community with early phase improvements currently being designed or constructed. The full range of improvements will ultimately include landscape restoration and enhancement of a historic chapel, installation of an elaborate walking/biking/jogging trail system, extensive tree, shrub, perennial and meadow plantings, site furnishings, and signage. Work also includes the establishment of access and service drives with perimeter parking amenities.

To implement the actual improvements, Weston & Sampson has assisted town representatives in securing both private and public funding through a variety of grant programs and initiatives.

- applied for land from GSA
- former VA hospital-asbestos clean-up
- PARC grants and other state grants awarded
- extensive community participation process
- multi-use trail system
- historic "chapel" restoration
- 9/11 memorials
- veterans memorials - all wars

## client contact

James Duane  
Assistant Town Manager (former  
Director of Parks & Recreation)  
Town of Framingham  
508-532-5972  
jpd@framinghamma.gov

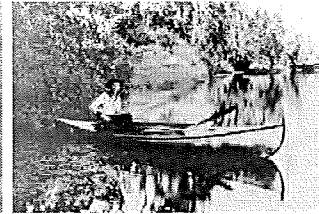
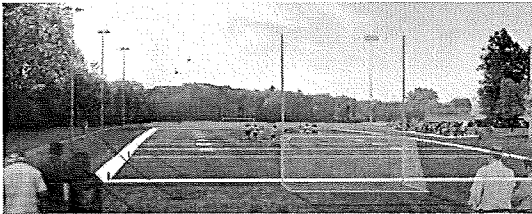
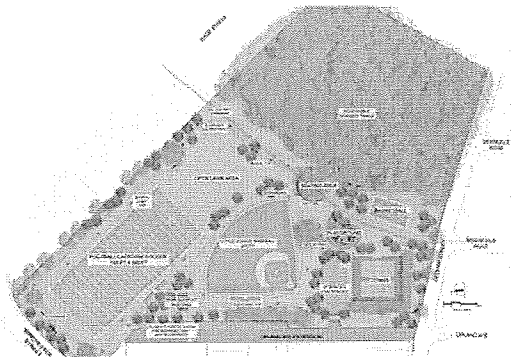


The project also required coordination with the design of a new sewer interceptor project utilizing the same corridor. In dovetailing the CRT project with the sewer project, we were able to keep the overall construction cost of the project below what was originally anticipated. Rough grading of the final sewer interceptor access road became the existing conditions for the proposed trail within the same relative footprint.

- David Ivany PE, PTOE  
Senior Project Manager  
Department of Public Works –  
Engineering Division  
508-532-6095  
dri@framinghamma.gov

# MASTER PLAN FOR FIELDS & PLAYGROUNDS

city of newton, massachusetts



*The black and white images (bottom right) have been excerpted from a book entitled "The Makers of the Mold," by Kenneth W. Newcomb and include a group of ball players from Upper Falls and a canoe paddler along the banks of the Charles River near Upper Falls Playground.*

Weston & Sampson was selected by the Newton Parks & Recreation Department during the fall of 2006 to complete a comprehensive master planning process for the Newton Highlands Playground and Newton Upper Falls Playground. The purpose of this master plan is to provide a preferred site improvements plan that reflects the needs of these two diverse communities. This plan will serve as a guide for all future development of this park, as well as a tool to secure funding from various private, city, state, and federal sources.

Weston & Sampson collaborated with the Newton Parks & Recreation Department to develop conceptual and final "Preferred" master plans for both properties. These were generated in response to the needs of the city as expressed by various community representatives at a series of public hearings and through the issuance of a comprehensive Park User Survey.

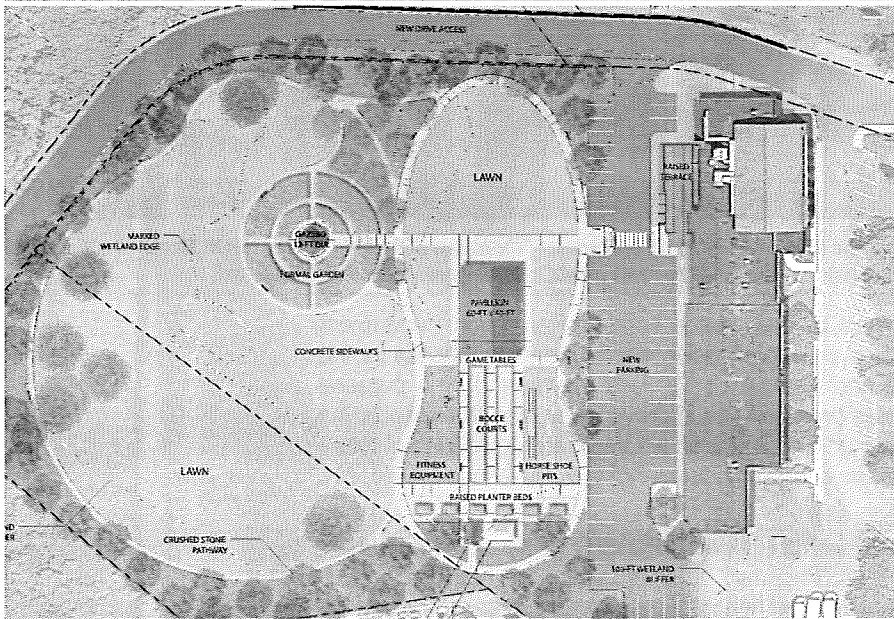
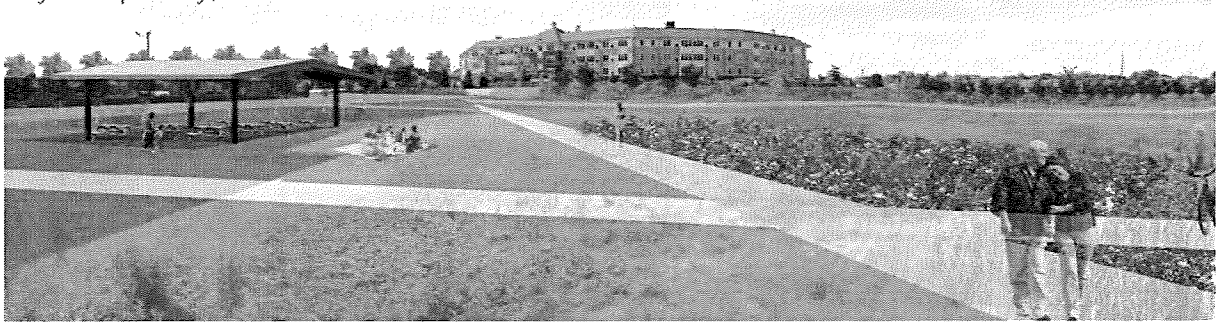
During our research on these properties, we discovered historic photographs and images of old plans that informed our approach to the planning for Newton Upper Falls Playground.

## client contact

Robert DeRubeis  
Commissioner  
Newton Parks & Recreation  
617-796-1500  
rderubeis@newtonma.gov

# KENNEDY SENIOR CENTER PARK / SALT MARSH CREATION

city of quincy, massachusetts



Precedent Images of Potential Design Elements  
Outdoor Fitness Equipment (above)  
ADA-Accessible Planters (below)



- elder and accessible programming
- recreational, educational, social, and wellness opportunities
- 1.5 acres of saltwater marsh replication

The City of Quincy selected Weston & Sampson's design studio to provide engineering, environmental permitting, and design services for a new \$1.6 million, 4.25-acre park at the Kennedy Senior Center. The city hopes to offer a variety of activities at this park to promote successful aging and provide their senior residents with opportunities for staying engaged in the community.

The park is located at the site of the former Miles Standish School. The former schoolyard has settled up to 4 feet below historic elevations and is now subject to flooding in its lowest areas. To make the land usable as a new public park, we plan to create a new salt marsh to replace up to 1.5 acres of freshwater isolated wetland on an adjacent parcel (a former naval base) and raise the elevation of the park, new entry drive, and parking area to eliminate the lowland flooding and allow for useful open space improvements.

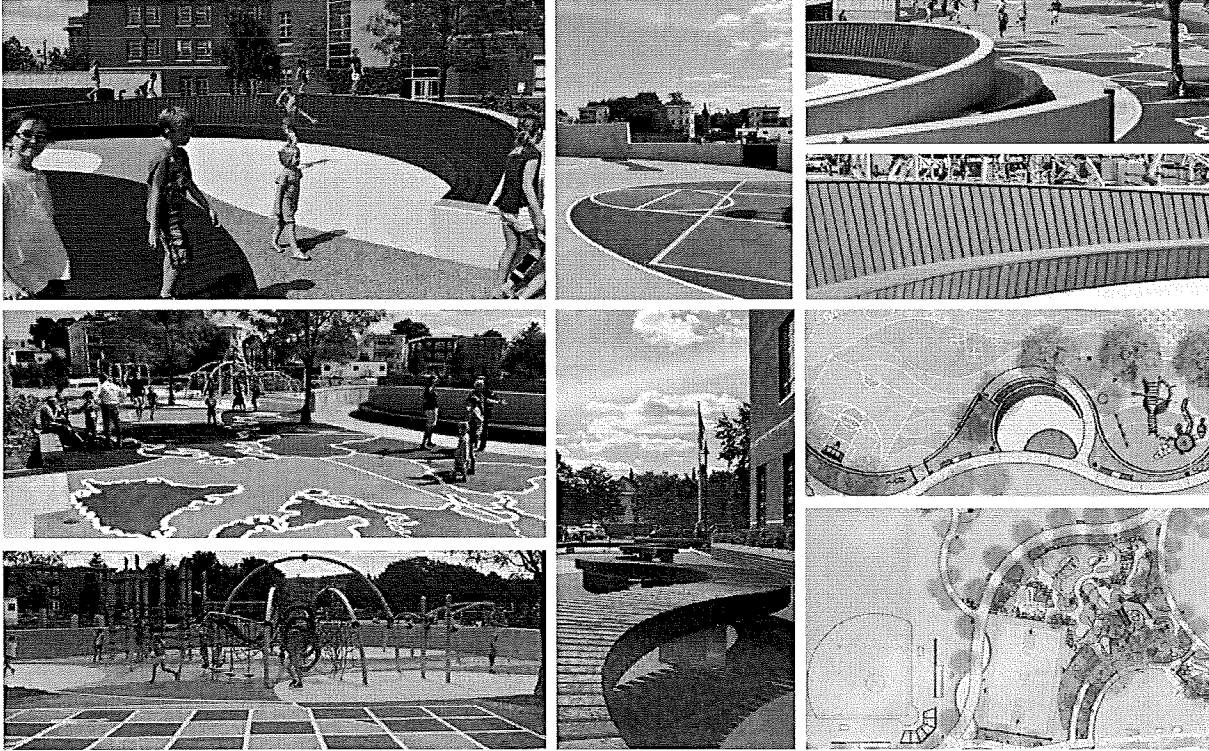
Our park design plans include a universally accessible walking trail, open air pavilions, a greenhouse, formal gardens, open lawns, fitness amenities, and bocce and horseshoe courts. In addition to providing elders with an array of recreational, educational, social, and wellness opportunities and serving as a valuable open space resource for the city, the local schools plan to use the greenhouse and gardens as part of an urban agriculture curriculum program.

## client contact

Paul Hines  
Assistant City Solicitor  
617-376-1517  
phines@quincyma.gov

# IMPROVEMENTS TO LINCOLN PARK

city of somerville, massachusetts

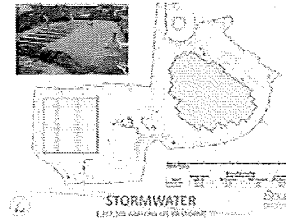


Lincoln Park in Somerville is 6.6 acres located in the heart of the city. The City of Somerville selected Weston & Sampson to provide design services and landscape architecture improvements to the existing park. This estimated \$8.2 million project includes significant improvements to an open space asset that will serve as the recreational heart of the city and neighborhood.

Our design includes interactive education-based elements including an outdoor classroom, rainwater harvesting, and teaching gardens in collaboration with the Dr. Albert F. Argenziano Middle School, which is located adjacent to the park. We have also incorporated traditional park features that embody the neighborhood's vision, including a synthetic turf field, softball field, basketball courts, traditional and exploratory playgrounds, water play, a skate course, exercise stations, and community gardens. The design also includes passive park elements such as a hammock grove, picnic patio, and open lawn areas.

Located below the synthetic turf and softball fields within the park is an underground stormwater collection system, which is capable of collecting 189,000-gallons or handling a 25-year storm event. This significant park feature will collect stormwater in conjunction with the rainwater harvesting gardens and can be used for environmental education as part of an urban watershed demonstration showing how water traverses through the city's fabric. This exhibit will offer school children and adults the opportunity for close interaction with a non-static watershed display of rain harvesting gardens and bioswales. The system is designed to direct both on-site and off-site rainwater into drains and gardens that are networked to underground cisterns and later used for irrigation.

Working in close coordination with the City of Somerville and its residents, our collaborative goal for this project is to develop a park that will not only enrich the community at large, but provide much-needed athletic fields and play spaces and enhance the neighborhood's sense of place.



- open space improvements
- active play & passive recreational and community-based elements
- outdoor classroom area
- athletic fields
- interactive & educational opportunities
- stormwater management
- watershed protection and education

## client contact

Arn Franzen, Director  
Parks and Open Space  
City of Somerville  
617-666-3311  
afranzen@somerville.gov

# QUINCY STREET OPEN SPACE

city of somerville, massachusetts



The Quincy Street Open Space area began as a vacant, former single family home lot. The lot was donated to the city by an elder resident with the request that the city's Conservation Commission use the site to support a habitat for birds. After the site was turned over to the city, vegetation began to populate the site through both volunteer seed dispersal of Ailanthus and Norway Maple trees, and through neighborhood volunteer efforts with more selective ornamental evergreens and lawn establishment. The site has been used informally by the immediate neighbors for everything from passive recreation, like reading and eating lunch, to a more active use as an off-leash dog area, while the city has taken care of basic mowing and trash pick up.

Weston & Sampson teamed with Wanted LLC to create a new type of urban open space for the city. After a collaborative and well-attended public outreach process, the design was developed to include habitat for both birds and humans. The native vegetation palette has been carefully selected to provide food and nesting cover for the wide variety of bird species found in Somerville. Existing exotic invasive species are being phased out over time to make room for the native shade tree canopy. A wooden boardwalk circulation system provides an accessible route through the park, while allowing stormwater to move across the site and infiltrate into the ground without the need for additional impervious surfacing.

The site is terraced to accentuate the gradation of plant material heights and species from the front of the site (a more public side) to the rear (a more private experience). At the request of the community, some hidden elements of discovery have been dispersed across the site to engage the young people of the community and pique their interest in exploring this urban open space.

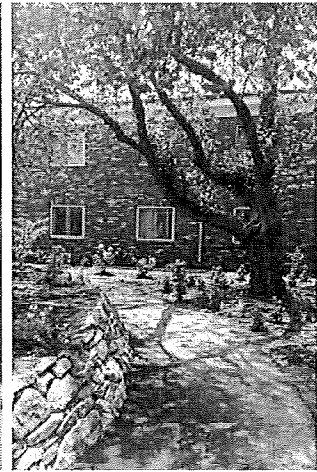
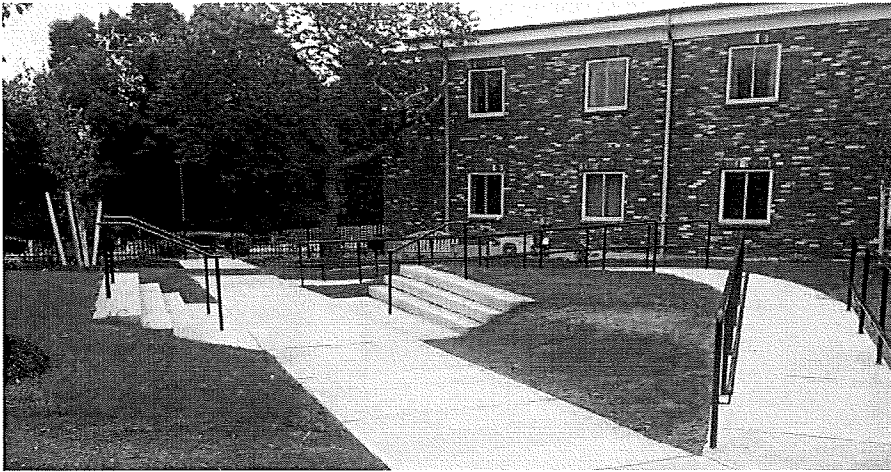
BOSTON SOCIETY OF  
LANDSCAPE ARCHITECTS  
2014 Award-Winning Project

## client contact

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Parks and Open Space  
City of Somerville, Massachusetts  
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afranzen@somervillema.gov

# ELDER CARE FACILITY COURTYARD IMPROVEMENTS

john ciccariello & associates, inc.



St. Patrick's Manor is a nonprofit facility offering skilled long-term care, short-term rehabilitation, memory care, Alzheimer's care, and transitional care in Framingham, Massachusetts. As part of St. Patrick's mission to deliver the best in long-term, respite, and palliative care while preserving each person's dignity and independence, they recently began a project to improve the outdoor courtyards at their facility.

As a subconsultant to John Ciccariello & Associates, Inc., Weston & Sampson provided design services for Phases 1 and 2 of a courtyard improvement program at St. Patrick's Manor. As part of this improvement program, our services included schematic design and design development along with construction documentation, bid assistance, and construction observation.

In order to maintain and improve the existing peaceful, home-like setting at St. Patrick's Manor, our work included a review of the existing conditions and an evaluation of the specific needs of the patients who would use the courtyard, as well as those of the staff attending to the patients and any events planned for the space. Our work also included reviewing conceptual lighting solutions/locations to provide for improved security in the courtyard areas.

As part of our responsibilities, our landscape architects evaluated and inventoried the existing mature shade trees and identified areas for new plantings and areas where pruning would be necessary to brighten up the courtyard spaces. Our team also worked with the project stakeholders to research and selected suitable, durable outdoor site furnishings, including tables, chairs, and benches.

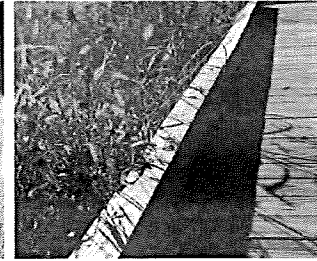
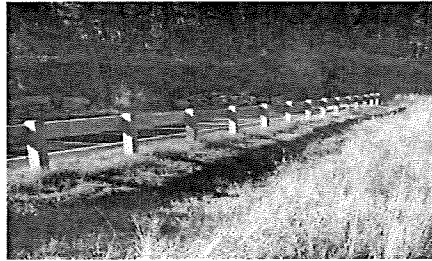
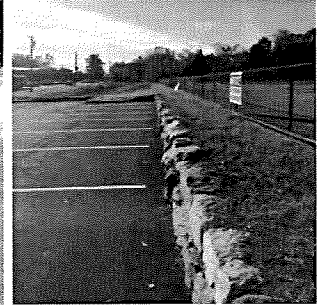
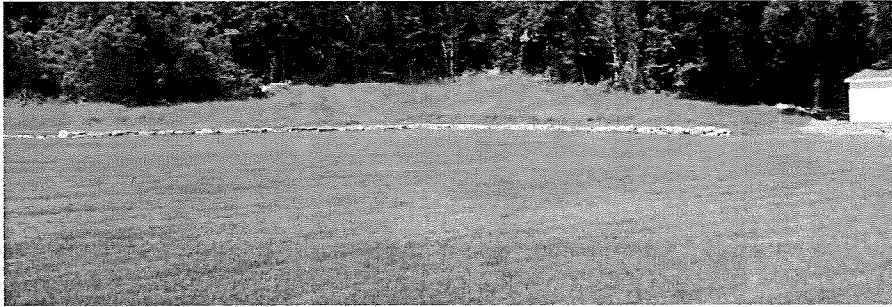
- elder accessibility/considerations
- landscape architecture, design, and construction administration
- courtyard areas, walkways, stairways, plantings, lighting, and site furnishings

## client contact

John Ciccariello  
John Ciccariello & Associates, Inc.  
22 Aberdeen Road  
Framingham, Massachusetts 01702  
508-626-3680  
johnc@jca-arch.net

# WHISPERING HILL WOODS

city of woburn, massachusetts



Weston & Sampson was commissioned to design, permit, and oversee the construction of the redevelopment of Whispering Hill Woods, former farm land that was purchased by the city with grant money from the Commonwealth of Massachusetts. Our multi-disciplinary team worked closely with the local Conservation Commission and the state Department of Environmental Protection to develop a plan that accommodated the integration of a much-needed playing field for public use. A drainage swale that ran through the center of the property was determined to have evolved into an 'intermittent stream' and required realignment.

The new design reused onsite fieldstone to retain existing slopes, developed ideally sloped bank conditions for an improved intermittent stream profile. In addition, the site plan includes pedestrian circulation that connects to existing woodland trails and the two parking lots located at either end of the site for access and distributed stormwater management.

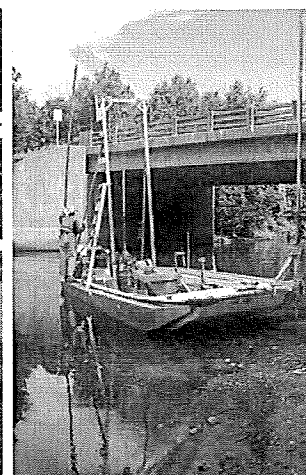
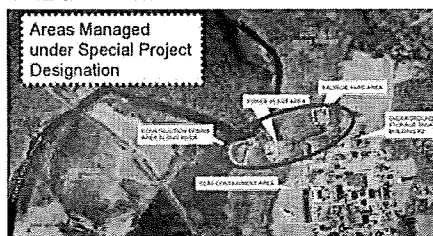
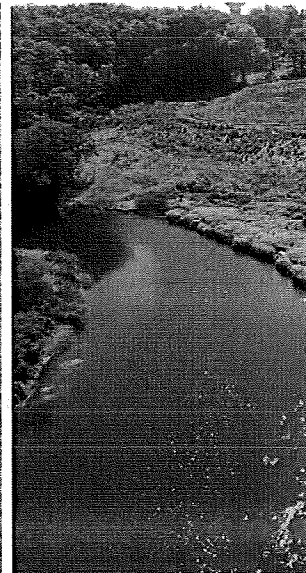
The final improvements successfully integrated active and passive recreation and reused an underutilized open space in the community.

- conceptual design
- site programming, including sports field, pedestrian circulation, and parking area designs, as well as an access drive
- site furnishings, landscaping, and signage
- permitting
- construction administration
- stormwater management and drainage

## client contact

John "Jay" Corey, PE  
City Engineer  
781-897-5882  
jcorey@cityofwoburn.com

massachusetts division of capital asset management and maintenance



Following project transition and a review of project data, Weston & Sampson recommended that all RTNs be consolidated and managed under Special Project Designation (SPD) status per the MCP in order to consolidate all response actions under one RTN and streamline the reporting to DEP. The three MCP sites consolidated under the SPD include:

- client contact**

John O'Donnell  
Deputy Director  
Massachusetts Division of Capital  
Asset Management and Maintenance  
Boston, Massachusetts 02108  
617-727-4030  
john.odonnell@dcp.state.ma.us

## FORMER MEDFIELD STATE HOSPITAL (CONT.)



DEP approved the SPD application for the property, and Weston & Sampson is currently conducting environmental consulting services and MCP response actions including:

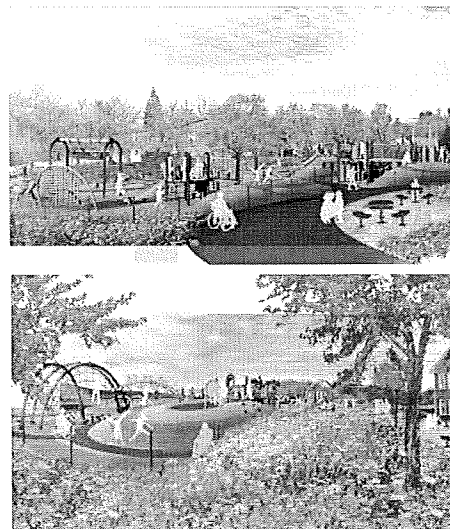
- Property survey
- Review of prior MCP and other environmental reports
- Evaluation of aerial photos, Sanborn fire insurance maps, and USGS maps
- Evaluation of existing utilities and potential fate and transport/contaminant migration pathways
- Preparation of Numerical Ranking Scoresheets and Tier Classification forms
- Phase II Comprehensive Site Assessment (CSA) activities including installation of soil borings/monitoring wells, excavation of testpits, soil, groundwater, surface water and sediment sampling, and geophysical assessments.
- Phase III evaluation of remedial alternatives
- Ecological and human health risk assessments
- Preparation of Release Abatement Measure (RAM) plans, reports, and associated design documents
- Preparation of design plans and specifications for public bidding of several remediation projects including building demolition, excavation/removal of buried asbestos debris, and hazardous materials abatement
- PIP and community outreach
- Property redevelopment planning services including the preparation of MEPA permits, as well as an expanded Environmental Notification Form (EENF)

The town established the State Hospital Environmental Review Council (SHERC) to review and comment on the environmental activities at the property along with the over 100 residents in the property's PIP group. Weston & Sampson presents the findings of the environmental activities to town officials, the SHERC, and the public on a quarterly basis and as needed for any other project-specific activities of public interest. Our team prepared public outreach materials, including handouts, comment/response packages, and presentations to inform the public of any planned or completed environmental activities.

We provided engineering for the removal of 30,000 cy of asbestos fill from a Charles River wetland followed by restoration of three acres of natural habitat to create the Charles River Gateway Park. The former Medfield State Hospital used land along the Charles River as a landfill, filling in the wetlands. This comprehensive cleanup of a highly sensitive area is the largest restoration project on the river and is the fruit of successful collaboration between the Town of Medfield, DCAMM, and project stakeholders. This was a first-in-the-state project, permitting on-site relocation of a large volume of asbestos fill, thereby eliminating out-of-state disposal and associated traffic and carbon emissions. The project restores the natural river conditions, creating a wetland habitat while providing five million gallons of flood storage and water supply protection. The new park provides hiking and kayaking amenities with elevated views over the river.

# COES RESERVOIR

city of worcester, massachusetts



The City of Worcester selected Weston & Sampson to evaluate the conditions and design improvements to the Coes Reservoir Dam, seeking dam rehabilitation; environmental solutions for addressing elevated concentrations of polychlorinated biphenyls (PCBs), polycyclic aromatic hydrocarbons (PAHs), and metals; and site closure under the Massachusetts Contingency Plan (MCP).

Our environmental professionals conducted a Phase I site investigation/assessment, imminent hazard evaluation, and characterization/cleanup in accordance with the Toxic Substance Control Act (TSCA). Pre-characterized in accordance with the self-implementing cleanup provision of TSCA, the site was cleaned up under an Immediate Response Action (IRA) during dam rehabilitation, which required excavation and off-site disposal of 1,200 cubic yards of soil to a TSCA-certified landfill and sampling/analysis of more than 500 samples for cleanup. Our team completed the Phase II Comprehensive Site Assessment (CSA) and risk assessment to support a risk-based cleanup under TSCA for the remaining areas of the property. The site was remediated in accordance with the EPA/MCP and closed under MCP/TSCA in 2011.

Upon reconstruction of the Coes Reservoir Dam, our landscape architecture team developed a master plan and multiple phases of park improvements for public open space lands surrounding Coes Reservoir. Through a collaborated effort of our landscape architects and LSPs, the project, taking advantage of PARC funding, involves cleanup of the former Coes Knife Mill and Dam in conjunction with the park design.

The plan envisions five interconnected open space properties, creating new and enhanced opportunities for recreation to residents of all ages and abilities. In addition to the dam work and remediation efforts, work at the Coes Reservoir to date includes a pedestrian bridge, relocation of historic structures, parking facilities and the design (and current construction) of the city's premier universally accessible children's playground. Plans also include the establishment of a continuous greenway corridor along the western, southern, and eastern edges of Coes Reservoir.

- environmental remediation and follow-on site redevelopment
- passive/active recreational design and construction
- multi-disciplinary collaboration
- PARC funding

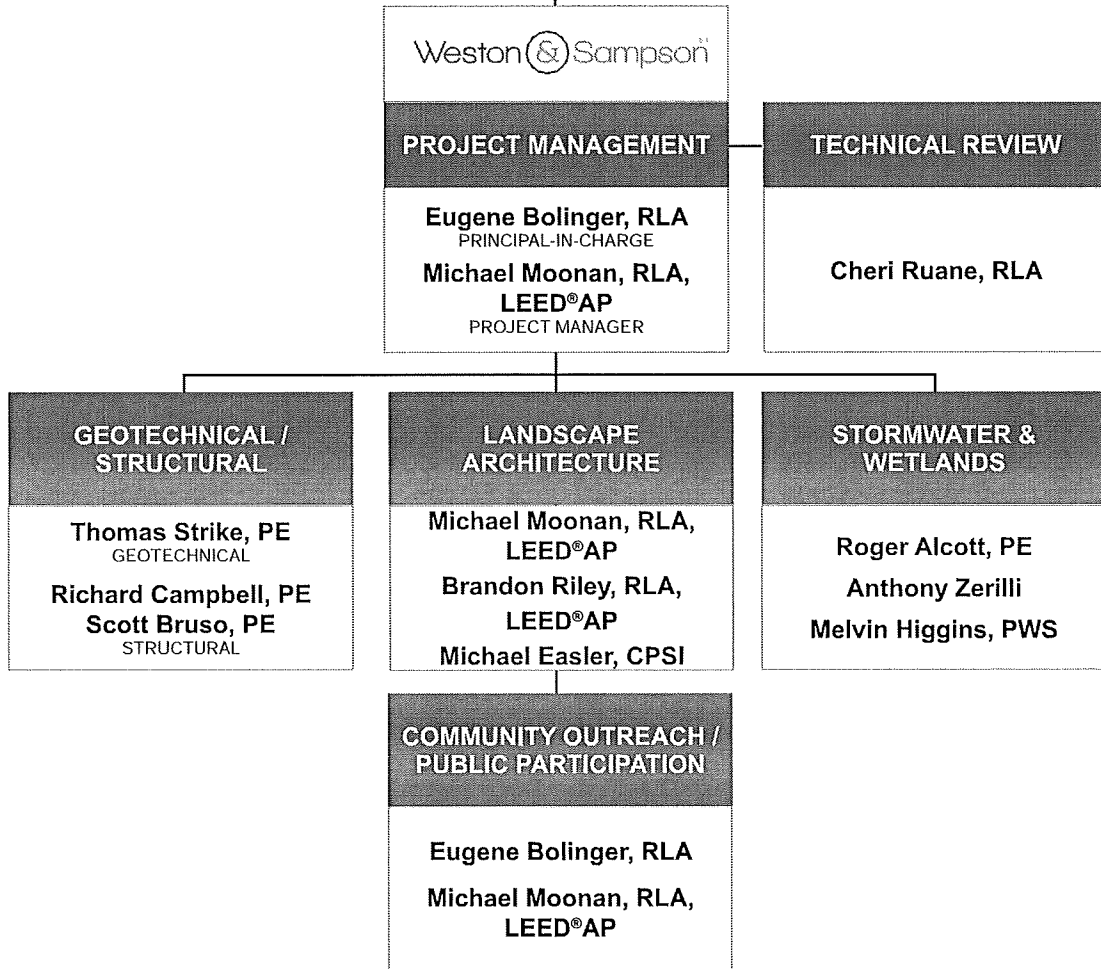
**client contact**

Robert Antonelli, Jr.  
Assistant Commissioner  
Department of Public Works  
City of Worcester, Massachusetts  
508-799-1190  
antonellir@worcesterma.gov

## SECTION 2

### Key Personnel

# KEY PERSONNEL



# EUGENE BOLINGER, RLA

## BACKGROUND

Vice President  
Weston & Sampson

Landscape Architect  
Weston & Sampson

Landscape Architect  
Levy, Eldredge & Wagner  
Associates, Inc

Landscape Architect  
Johannes H. Wagner Associates

Landscape Architect  
Storch Associates

## EDUCATION

1983  
Master of Landscape Architecture  
North Carolina State University

1981  
Bachelor of Science  
Environmental Design  
University of Massachusetts

## PROFESSIONAL REGISTRATION

Massachusetts, No. 906  
New York, No. 002213-1  
Rhode Island, No. 174

## PROFESSIONAL SOCIETIES

American Society of Landscape  
Architects

National Trust for Historic  
Preservation

Friends of the Boston Public  
Garden

As a vice president of Weston & Sampson, Gene currently manages more than two dozen municipal projects involving the reconstruction or restoration of city and town commons, parks, playgrounds, athletic facilities, open space properties, and urban design/streetscape corridors. During his more than 30-year career, he has successfully led master planning, final design, and construction administration efforts for multi-disciplinary park, recreation, and open space projects requiring expertise in landscape architecture, civil, structural, geotechnical and electrical engineering, architecture, metals and stone conservation, hazardous waste remediation, and environmental permitting.

For many of his projects, Gene has worked closely with the client to prepare the content for and execute the community outreach/public participation effort. This component of a project can be instrumental in generating constituent goodwill and fostering consensus among the various stakeholders.

## SPECIFIC PROJECT EXPERIENCE

Field and Park Master Plan, Natick, Massachusetts. Principal-in-charge for the development of a town-wide master plan for parks/recreation, open space, and athletic fields/facilities in the Town of Natick.

JJ Lane Park, Natick, Massachusetts. Principal-in-charge for the development of a new neighborhood park and playground that involved the creation of a children's play area with seating/shelter, loop pathways, a small park support structure, new parking areas, innovative stormwater management techniques, a pedestrian bridge, and a variety of other passive and active recreational elements.

Cochituate Aqueduct Trail Improvement, Natick, Massachusetts. Principal-in-charge for this project that entails the design/construction of a fully accessible pedestrian and bicycle trail.

Powers Farm Conservation Area, Randolph, Massachusetts. Principal-in-charge for the planning and design of this former working farm acquired by the town for use as a passive recreation resource that connects directly to downtown. Provided oversight for the development of a planting plan of native ground covers that establishes a green foreground requiring little maintenance or watering, and frames the longer views to Norroway Pond and adjacent conservation areas. Design work incorporated a pavilion, parking facility, play area, and perimeter pathway to allow for universal access and community use.

Worcester Common Restoration, Worcester, Massachusetts. Project manager for the \$5 million restoration of historic Worcester Common (ca. 1669), located downtown adjacent to the historic high-empire style Worcester City Hall (ca. 1899). Managed the reestablishment of historic pedestrian linkages and entrances; enhancement of the site's monuments, memorials, and burial grounds; expansion of green space; and new amenities for civic and cultural events and activities.



Cochituate Rail Trail, Framingham, Massachusetts. Principal-in-charge for the construction of a new 1.5-mile multi-use trail beginning at School Street, continuing along an abandoned railroad corridor, and terminating at Cochituate Road.

Community Path, Somerville, Massachusetts. Principal-in-charge for a bike path from Cedar Street to the Lowell Street bridge, designed and constructed in conformance with the MADOT standard specifications and requiring right-of-way acquisitions, utility coordination, and a Phase I soil investigation. Directed an extensive community participation program and coordination with key stakeholders including representatives for a Veteran Nurses Association property, a residential community under construction (i.e. MaxPak), and the future MBTA Green Line station.

Boston Common Renovations, Boston Massachusetts. Project manager for multiple projects on Boston Common (ca. 1630) involving research, design, and restoration of the brick pathways and landscape surrounding Parkman Bandstand (original design by Olmsted Brothers) and full-depth reconstruction of the Oliver Wendell Holmes mall.

Master Plan for Two Playgrounds, Newton, Massachusetts. Principal-in-charge for the master plan for playgrounds serving Newton Upper Falls and Newton Highlands to provide a site improvements plan that would reflect the needs of these diverse communities, guide future park development, and serve as a tool to secure funding from multiple sources. Collaborated with the city's Parks and Recreation Department to develop conceptual and final "preferred" master plans for both properties in response to the needs expressed by various community representatives at public hearings and through a comprehensive park user survey.

Athletic Fields Master Plan, Walpole, Massachusetts. Principal-in-charge for this plan to evaluate the town's recreational needs, assess 12 recreational sites, and propose improvements. Assisted the town with implementation strategies for urgent improvements within an accelerated timeframe.

Recreation and Athletic Facility Master Plan, Wilbraham, Massachusetts. Principal-in-charge for an evaluation of the town's recreational needs, assessing eight recreational sites and proposing improvement opportunities. Assisted with funding and implementation of the Phase 1 Spectacle Pond recreational facility using creative means for funding and construction. Prepared construction documents required for implementation by town personnel or separate subcontractors.

Hedges Pond Recreation Area and Preserve Master Plan, Plymouth, Massachusetts. Principal-in-charge for the development of the master plan for this area (former Camp Dennen property). Identified realistic opportunities for uses that considered environmental protection and enhancement; potential reuse of former camp infrastructure; implementation of improvements to meet important recreational needs of residents and the larger community; and potential for revenue generation to offset future maintenance and operations costs.

Comprehensive Park and Recreation Open Space Plan, Hanover, Massachusetts. Principal-in-charge for a master plan to assess current Parks & Recreation Committee and other town properties that provide recreational resources in town.

# MICHAEL MOONAN, RLA, LEED® AP

## BACKGROUND

2015-Present  
Team Leader  
Weston & Sampson  
Worcester, Massachusetts

2005-2014  
Project Manager  
Weston & Sampson  
Foxborough, Massachusetts

2004-2008  
Part-time Faculty Member  
Site Engineering, Technology,  
& Materials I  
Rhode Island School of Design  
Providence, Rhode Island

2001-2005  
Senior Landscape Architect  
Diversified Technology  
Consultants, Inc.  
North Haven, Connecticut

1997-2001  
Landscape Architect  
Gates, Leighton & Associates, Inc.  
East Providence, Rhode Island

1996-1997  
Teaching Assistant  
Rhode Island School of Design

1986-1994  
President/Landscape Designer  
M.S. Moonan Landscaping, Inc.

## EDUCATION

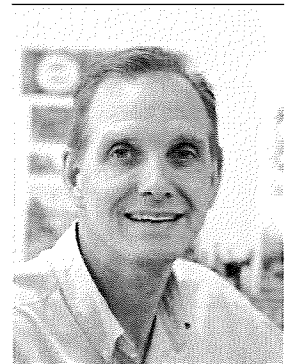
1997  
Master of Landscape Architecture  
Rhode Island School of Design

1989  
Bachelor of Science  
General Business Administration  
University of Rhode Island  
Kingston, Rhode Island

## PROFESSIONAL REGISTRATION

Registered Landscape Architect:  
Massachusetts No. 1392  
Rhode Island No. 334  
LEED® Accredited Professional  
LEED® AP Building Design &  
Construction

Mike is a registered landscape architect with more than 20 years of experience in Landscape Architecture and the landscape maintenance industry. His creative approach to landscape design includes the planning and design of school facilities, athletic fields, parks, streetscapes, and business parks, as well as site design for international resorts and hotels. Mike has managed all aspects of projects from master planning and conceptual design to construction document preparation, specification preparation, and construction administration through to final completion. His project design and management skills, along with his hands-on experience, makes Mike an asset to any design team.



## SPECIFIC PROJECT EXPERIENCE

Field and Park Master Plan, Natick, Massachusetts. Project manager for the development of a town-wide master plan for parks/recreation, open space, and athletic fields/facilities in the Town of Natick.

JJ Lane Park, Natick, Massachusetts. Project landscape architect for the development of a new neighborhood park and playground that involved the creation of a children's play area with seating/shelter, loop pathways, a small park support structure, new parking areas, innovative stormwater management techniques, a pedestrian bridge, and a variety of other passive and active recreational elements.

Cochituate Aqueduct Trail Improvement, Natick, Massachusetts. Senior landscape architect for the development of construction documents for this project that entails the construction of a pedestrian and bicycle trail designed to be fully accessible and provide recreational opportunities for people of all ages and abilities.

New Athletic Complex, Danvers High School, Danvers, Massachusetts. Project manager for the comprehensive design, engineering, and construction administration services for a new athletic complex at Danvers High. This project involved the design of new state-of-the-art athletic facilities at the high school property, including the primary synthetic turf field at the stadium, a competition-level track, bleachers for 2,600 spectators, lighting systems, scoreboard, baseball field and multi-purpose field, tennis courts, and other sports and site support facilities/features.

Field Renovation, Blackstone Valley Regional Vocational High School, Upton, Massachusetts. Project manager for the field renovation project at Blackstone Valley Regional Vocational Technical High School. This field renovation project involves the design of a multi-purpose field inside an existing six-lane track.

Falzone Memorial Park Renovation, Waltham, Massachusetts. Provided design services of this underutilized open space within the city, including the design of a multi-use field to accommodate a variety of sports, and renovation from natural grass to artificial turf to improve the quality of field play available to the city's youth leagues.

# MICHAEL MOONAN, RLA, LEED® AP

## PROFESSIONAL SOCIETIES

American Society of Landscape  
Architects

National Trust for Historic  
Preservation

American Sports Builders  
Association

Sports Turf Managers Association,  
ASTM Technical Committee

## PRESENTATIONS

September 2015  
"Planning for the Future: Master  
Planning Park and Recreation  
Facilities"  
New England Park Association  
Conference

## CIVIC

St. Mary Academy Bay View,  
Riverside, Rhode Island - Member,  
Building and Grounds Committee

William Hall Free Library,  
Edgewood, Rhode Island - Member  
Board of Trustees  
Buildings and Grounds Co-Chair

Pawtuxet Village Association

Pawtuxet River Watershed Council

Rockwood Field Phase I and II, Worcester, Massachusetts. Project manager for the implementation of the Phase 1 and Phase 2 programs for the Rockwood Field, a four-acre recreational facility adjacent to Worcester State College, in Worcester, Massachusetts. The Phase 1 program consist of a full-size NCAA modern baseball facility. Phase 2 program consists of an NCAA softball facility also suitable for Little League play. Coordinated the design, permitting and preparation of construction documents for this project.

Parks and Recreation Projects, Fitchburg, Massachusetts. Project manager for Park Hill Park Tennis Court Renovation and assisted with the various city-wide park improvements and implementation of a "needs" analysis, including Coolidge Park Master planning.

Greenwood Park Master Plan, Worcester, Massachusetts. Provided master plan design services for improvements to Greenwood Park that include water-based recreational features, as well as many other park improvements.

Nipper Maher Playground Improvements, Waltham, Massachusetts. Project manager for multiple phases of improvements to this important park and open space facility. Site improvements have included concession building renovations, major baseball and Little League field improvements, the installation of bleacher systems with shade shelters, pathway systems, park landscaping, and the placement of a variety of site furnishings and amenities throughout the property.

Cushing Memorial Park Master Plan, Framingham, Massachusetts. Project manager for the design, permitting, and construction for phases 2 and 3 of this 80-acre passive recreation park, which includes a new access road and parking facilities. Weston & Sampson is currently assisting the town with implementation of the resultant master plan.

Hedges Pond Recreation Area and Preserve (former Camp Dennen property), Plymouth, Massachusetts. Project manager for the development of the master plan. The primary challenge was to identify realistic opportunities for use of the property that considered protection and enhancement of all important environmental resources; potential reuse of former camp; implementation of a select range of improvements that help to meet important recreational needs of residents living within the surrounding area and larger community; and implementation of improvements that, once constructed, could generate revenue in order to offset the costs associated with the future maintenance and operation of the property.

Athletic Fields Master Plan, Walpole, Massachusetts. Project manager for the project which involved evaluating the town's recreational needs, assessing 12 recreational sites and proposing improvement opportunities to the town. The town sought to implement improvements quickly and investigated using town forces for a good portion of the improvements, or acting as its own general contractor. Weston & Sampson is assisting the town with implementation strategies for the most urgent improvements.

Recreation & Athletic Facility Master Plan, Wilbraham, Massachusetts. Project manager for the project which involved evaluating the town's recreational needs, assessing eight recreational sites and proposing improvement opportunities to the town.

## BACKGROUND

2015-Present  
Vice President  
Shareholder  
Weston & Sampson

2006-2015  
Practice Leader | Senior Associate  
Shareholder  
Weston & Sampson

2005-Present  
Visiting Lecturer and Studio  
Instructor  
Harvard Graduate School of Design

2001-2006  
Senior Landscape Architect  
Jacques Whitford Company, Inc.

1999-2001  
Summer Intern  
Carol R. Johnson Associates

1995-1999  
Assistant Project Manager  
Boston Parks and Recreation  
Department

## EDUCATION

2001  
Master of Landscape Architecture  
Harvard University  
Graduate School of Design

1995  
Bachelor of Science cum laude  
Landscape Architecture  
University of Massachusetts

## PROFESSIONAL REGISTRATION

Massachusetts No. 1220  
New Hampshire No. 012  
Maine No. 3686  
New York No. 002211-1  
Florida No. 6667031  
South Carolina  
Colorado  
CLARB Certified

## PROFESSIONAL AFFILIATIONS

American Society of Landscape  
Architects  
Boston Society of Landscape  
Architects, President-Elect

Cheri is a registered landscape architect with more than 20 years of experience in multi-disciplinary project management, construction administration, site analysis, and public design. She has special expertise with public site design that requires a creative approach and balances the perspectives of diverse stakeholders. Throughout her career, Cheri has facilitated community participation processes that led to successful results. She involves residents and neighborhood children in the design of the park and playground projects, creating new presentation strategies that engage and inspire stakeholders of all ages.



## SPECIFIC PROJECT EXPERIENCE

Powers Farm Conservation Area, Randolph, Massachusetts. Team leader for the planning and design of this former working farm acquired by the town for use as a passive recreation resource that connects directly to downtown. Developed a planting plan of native ground covers that establishes a green foreground requiring little maintenance or watering, and frames the longer views to Norroway Pond and adjacent conservation areas. Also incorporated a pavilion, parking facility, play area, and perimeter pathway to allow for universal access and community use.

Historic Parks Renovations, Boston, Massachusetts. Assistant project manager for historic parks for the Boston Parks and Recreation Department. Supported the senior project manager in managing the design and construction of more than \$15 million in renovations to the seven miles of parkland known as the Emerald Necklace. Specific projects included Parkman Bandstand, the Frog Pond, restoration of the Lagoon Bridge and the Emerald Necklace Bridges, restoration of Jamaica Pond and Ward's Pond, and improvements to the Playstead, Franklin Park, and Edgerly Road Playground.

Open Space & Recreational Plan Development, Medford, Massachusetts. Project manager/team leader for a comprehensive open space plan for the city. Work included an inventory of all of the city's open space assets, data compilation/mapping and assessment, community engagement, and master plan development.

Open Space and Recreation Plan Development, Wayland, Massachusetts. Team leader for the research/data collection and subsequent development of a comprehensive town-wide open space, park, and recreation plan.

Open Space & Recreation Plan, Worcester, Massachusetts. Team leader for the development of a comprehensive, city-wide open space and recreation master plan. Work included an extensive community participation/outreach program.

Mayor Thomas M Menino Park, Charlestown, Massachusetts. Project manager for the Boston Redevelopment Authority's redevelopment of the contaminated Parcel 5 into this new, highly successful waterfront park—the first universally accessible park and playground in Boston. Addressed ADA accessibility/compliance issues, developed an extensive public engagement program, and completed the project—from conceptual design to park opening—within an accelerated schedule.

Quincy Street Open Space, Somerville, Massachusetts. Project manager for the development of a new type of urban open space on a former private home site donated to the city, with the intent of establishing a bird habitat. Designed site with vegetation to provide food and nesting cover for various local bird species found. Also integrated a wooden boardwalk circulation system to provide access through the park while allowing stormwater to move across the site and infiltrate into the ground without adding impervious surfacing.

Albion and Grimmons Parks Improvements, Somerville, Massachusetts. Project manager for the community process, master planning, and full construction document design of the two parks set in very different neighborhoods. The design included multi-use courts, community gardens, splash pad areas, shaded seating plazas, and new play equipment.

Kennedy Senior Center Park, Quincy, Massachusetts. Project manager/team leader for a new \$1.6 million, 4.25-acre park with activities to promote successful aging and provide senior residents with opportunities for staying engaged in the community. Developed park plans that included a universally accessible walking trail, open air pavilions, a greenhouse, formal gardens, open lawns, fitness amenities, and bocce and horseshoe courts.

Multiple Parks and Playgrounds, Boston Parks and Recreation Department. Project manager for the design, permitting, and construction of multiple park and playground sites including LoPresti Park in East Boston, the historic John Harvard Mall in Charlestown, and Ceylon Street Playground in Roxbury, which included a synthetic turf field.

North Street Veterans Playground, Somerville, Massachusetts. Project manager for improvements to this neighborhood park. Design improvements include updated playground equipment, accessible rubber safety surfacing, a half-basketball/soccer court, tennis bounce board, splash pad, a café seating area, much-needed green space and plantings, and sustainable design features.

Plains Park and Pine Street Playground Renovation, Portsmouth, New Hampshire. Project manager for improvements to the parks, including drainage conditions, safety, play equipment and play value, streetscape, park entrances, improved accessible pedestrian circulation, new parking areas, and turf upgrades. Collaborated with the Community Development Department and residents.

Community Path, Somerville, Massachusetts. Team leader for the final designs for this bikepath that begins at the intersection with Cedar Street and connects to the existing bridge at Lowell Street. Conducted an extensive community participation program and coordination with diverse stakeholders (including the VNA, a residential community, and the MBTA), and met the Massachusetts Department of Transportation design standards.

Dedham Greenway (Heritage Rail Trail) Feasibility Study, Dedham, Massachusetts. Project manager/team leader for the rail trail feasibility study that consisted of a comprehensive community outreach / public engagement component, oversight of environmental assessment/research; development of feasible trail options, and determination of end costs.

# BRANDON RILEY, RLA, LEED®AP

## BACKGROUND

2016-Present  
Project Manager  
Weston & Sampson

2013-2016  
Project Landscape Architect  
Weston & Sampson

2010-2013  
Project Manager  
Warner Larson Landscape  
Architects

2007-2010  
Landscape Architect  
Weston & Sampson

2006  
Intern, Landscape  
Architect Department  
Ryan Associates

2005  
Office Assistant  
Gemini Services Group

## EDUCATION

2007  
Bachelor of  
Landscape Architecture  
Pennsylvania State University

2006  
Study abroad program focused on  
urban planning and design  
Sede di Roma  
Rome, Italy

## PROFESSIONAL REGISTRATION

Registered Landscape Architect:  
Massachusetts No. 4063  
Connecticut No. 1246

LEED® Accredited Professional

## PROFESSIONAL SOCIETIES

Landscape Architecture Student  
Society

Brandon, Landscape Architect and LEED® Accredited Professional, has 10 years of landscape design experience. Brandon coordinates and manages public sector projects, from conceptual design through construction. Responsibilities include project budget management, attending meetings and presentations, consultant coordination, project design and development, preparation of construction documents and specifications, and construction administration. Brandon's construction administration experience has provided him with strong technical skills for site layout, grading and stormwater management, and construction detailing.



## SPECIFIC PROJECT EXPERIENCE

Cochicuate Aqueduct, Natick, Massachusetts. Provided design, permitting, and construction documents for the accessible trail design along a former aqueduct in town.

Improvements to LoPresti Park, East Boston, Massachusetts. Provided design, permitting, and construction administration for this Boston Parks and Recreation Department project, which involved realigning pedestrian connections, rotating fields to allow for a more efficient use of the site, and positioning the most-used elements of play for improved park safety/access.

Mayor Thomas M Menino Park, Charlestown, Massachusetts. Provided landscape architecture services for the redevelopment of the contaminated Parcel 5 into this new, highly successful waterfront park—the first universally accessible park and playground in Boston. Brandon worked to address ADA accessibility/compliance issues, participated in an extensive public engagement program, and helped the team completed the project within its accelerated schedule.

Coes Reservoir Park in Worcester, Massachusetts. Provided landscape architecture services for the development of a master plan and multiple phases of park improvements for public open space lands surrounding Coes Reservoir. Worked collaboratively with our environmental team on the cleanup of the former Coes Knife property and dam in conjunction with the park design.

North Street Veterans Playground, Somerville, Massachusetts. Provided landscape architecture and design services for improvements to this neighborhood park, including updated playground equipment, accessible rubber safety surfacing, a half-basketball/soccer court, tennis bounce board, splash pad, a café seating area, much-needed green space and plantings, and sustainable design features.

Children's Grove Playground at Cushing Park, Framingham, Massachusetts. Developed construction documents and specifications for the playground.

Boston Common Improvements, Boston, Massachusetts. Developed construction documents for the improvements to Boston Common.

Ceres Street Park, Plains Park, & Pine Street Playground Renovations, Portsmouth, New Hampshire. Developed illustrative plan renderings, concept development, presentation boards, and presentation graphics (photo boards, material boards, etc.) for these park and playground renovations.

Rockwood Field, Worcester, Massachusetts. Developed construction documents for Phase 1 and 2 programs for Rockwood Field, a four-acre recreational facility adjacent to Worcester State College that includes a full-size NCAA modern baseball facility and an NCAA softball facility suitable for Little League play.

Ceylon Street Playground, Boston, Massachusetts. Developed construction documents, illustrative plans, 3-D renderings, and presentation boards for the artificial turf field/playground improvement project for the Boston Parks and Recreation Department.

McCabe Playground in Waltham, Massachusetts. Developed construction documents, illustrative plan renderings, concept development, presentation boards, and presentation graphics (photo boards, material boards, etc.) for the playground.

Veterans Park, Middletown, Connecticut. Performed public outreach and developed conceptual designs, site analysis, and plan renderings for the master plan re-visioning effort for Veterans Memorial Park.

Recreation Complex, Portland, Connecticut. Performed public outreach and developed conceptual plans, cost estimates, and graphics through the schematic design phase for a new park and athletic field complex.

Eastman Conservation Area, Newman Elementary School, Needham, Massachusetts. Developed conceptual designs, cost estimates, and construction documents for the proposed athletic fields, accessible trail, boardwalk, and outdoor classroom.

Babson College Hills Residences Master Plan, Wellesley, Massachusetts. Developed conceptual designs, concept plan renderings, and presentation boards for this master plan at Babson College.

Cheesecake Brook Improvements, Newton, Massachusetts. Developed illustrative plans, illustrative sections, photo renderings, presentation graphics, and boards for the Cheesecake Brook improvements project.

Streetscape Improvements, Falmouth, Massachusetts. Developed illustrative plan renderings, presentation boards, and graphics for the Falmouth streetscape improvements.

Recreational and Educational Projects, Various Locations. Assisted with the landscape design for various parks and playgrounds, athletic facilities, campus and institutional projects, K-12 schools, splash pads, and accessible trails. Notable projects include:

- Barefoot Park at Babson University, Wellesley, Massachusetts
- Albion Park, Somerville, Massachusetts (Received BSLA Honor Award)
- Grimmons Park, Somerville, Massachusetts (Received BSLA Merit Award)
- Hodgkins-Curtin Park, Somerville, Massachusetts
- Goodale Park Tennis and Basketball Courts, West Boylston, Massachusetts (Received ASBA Award)

## BACKGROUND

2013-Present  
Landscape Architect  
Spurr, Weston & Sampson's  
Design Studio

2012-2013  
Interpretive Ranger and Historic  
Researcher  
National Park Service

2011  
Modeling Consultant for Local  
Office Landscape Architecture, as  
well as Harvard Professor Jane  
Hutton

2011  
Intern  
Michael Van Valkenburgh and  
Associates

2011  
Labor and Prairie Restoration  
Foreman  
Willow Lake Farm

2006  
Environmental Research Assistant  
California Institute of Technology

EDUCATION

2013  
Master in Landscape Architecture  
Harvard University

2010  
Bachelor of Environmental Design  
Sustainable Studies Concentration  
University of Minnesota

PROFESSIONAL  
CERTIFICATION

Certified Playground Safety  
Inspector (CPSI):

HONORS & AWARDS

2008  
Engineering Design for the  
Developing World Contest Winner

Michael is a landscape architect with specialized skills in 3-D modeling, visual representation. He is also experienced in native landscape planting, environmental research, construction detail development, and playground safety systems.

## SPECIFIC PROJECT EXPERIENCE

Field and Park Master Plan, Natick, Massachusetts. Landscape designer for the development of a town-wide master plan for parks/recreation, open space, and athletic fields/facilities in the Town of Natick.

JJ Lane Park, Natick, Massachusetts. Landscape designer for the development of a new neighborhood park and playground that involved the creation of a children's play area with seating/shelter, loop pathways, a small park support structure, new parking areas, innovative stormwater management techniques, a pedestrian bridge, and a variety of other passive and active recreational elements.

Cochituate Aqueduct Trail Improvement, Natick, Massachusetts. Landscape designer for the design/construction of a fully accessible pedestrian/bicycle trail.

Powers Farm Conservation Area, Randolph, Massachusetts. Landscape designer for the planning and design of this former working farm acquired by the town for use as a passive recreation resource that connects directly to downtown. Project work involved incorporating a pavilion, parking facility, play area, and perimeter pathway to allow for universal access and community use.

Quincy Street Open Space, Somerville, Massachusetts. Involved in the development of a new type of urban open space on a former private home site donated to the city, with the intent of establishing a bird habitat. Designed site with vegetation to provide food and nesting cover for various local bird species found. Also integrated a wooden boardwalk circulation system to provide access through the park while allowing stormwater to move across the site and infiltrate into the ground without adding impervious surfacing.

North Street Veterans Playground, Somerville, Massachusetts. Assisted with improvements to this neighborhood park, including updated playground equipment, accessible rubber safety surfacing, a half-basketball/soccer court, tennis bounce board, splash pad, a café seating area, much-needed green space and plantings, and sustainable design features.

Mayor Thomas M Menino Park (Parcel 5), Charlestown, Massachusetts. Participated in the development of this waterfront site into a park to be enjoyed by all for both active and passive recreational uses. Developed paving designs and colors for the universally accessible playground area, detailed the historic reuse of industrial keel blocks as seating elements, and developed a low-cost construction system and native sedum/grass planting mixes for the proposed bulkhead meadow.



Charlestown Navy Yard Splash Pad, Charlestown, Massachusetts. Worked with Weston & Sampson's aquatics designers to help the city develop an alternative water play area at Shipyard Park, creating a safe alternative to the historic granite fountains on site. Developed a safety surfacing pattern and color scheme, assisted in developing construction documents, and supervised construction on site.

Warren and Waldstein Parks, Brookline, Massachusetts. Supported the design team in leading extensive public outreach for these two neighborhood parks to craft renovation solutions that would respond to the recreation and open space needs of the community. Assisted with initial design conceptions, construction document production, and presentation graphics for public meetings.

Albion Park Retaining Wall, Somerville, Massachusetts. Assisted with the detailed design of a retention/seating wall tactically constructed to address erosion issues in Albion Park while improving the use and aesthetics of the site.

Lincoln Park, Somerville, Massachusetts. Provided design and construction services for the development and refinement of the Lincoln Park design throughout the public participation and construction documentation phases. Also assisted with the on-site layout of materials and patterns for the school yard and playground areas.

Peabody/Salem Riverwalk, Peabody and Salem, Massachusetts. Worked with Weston & Sampson's environmental team and with the cities to understand redevelopment opportunities for brownfield properties along North River. Supported the visioning process and helped establish a new public access plan for both cities. Developed a decking module and pattern that would be removable between phases of construction, allowing river access both before and after the proposed river widening by the U.S. Army Corps of Engineers, created presentation graphics to explain the process.

Former Mill Complex Reuse, Sanford, Maine. Assisted the Town of Sanford in brownfields reuse planning for a large former mill complex along the Mousam River, receiving both an APA and BLA award for planning. Responsible for digital modeling, conceptual rendering and presentation renderings of this project. Also assisted with graphics for the project award submittals.

Living with Water Competition, Boston, Massachusetts. Helped develop a plan for the eventual co-mingling of new natural tidal infrastructure and adaptive transportation and community infrastructure along Morrissey Boulevard in Dorchester as part of this conceptual design competition that asked the international design community how best to deal with rising sea levels in Boston Harbor. Created aerial renderings of the site to explain the phased interaction, from early efforts to new development in the distant future. The team was awarded Honorable Mention.

Urban Landscape Program Instruction, Northeastern University, Boston, Massachusetts. Instructor for a visual representation class through Northeastern University's Architecture and the Urban Landscape Program. The class is intended to develop and improve technical and analytical skills of design and systems thinking by integrating layered ecological processes, time, and theoretical lenses into the work.

BACKGROUND

2001-Present  
Project Manager  
Weston & Sampson

1997-2001  
Senior Engineer  
Weston & Sampson

1994-1996  
Associate Project Engineer  
Weston & Sampson

1991-1994  
Public Health Engineer III  
Maryland Department of  
the Environment

1990  
Laboratory Technician  
Malden Mills Industries

1987-1989  
Cooperative Student Engineer  
Weston &  
Sampson Engineers, Inc.

EDUCATION

1991  
Bachelor of Science  
Civil Engineering  
Merrimack College

PROFESSIONAL REGISTRATION

Massachusetts No. 41254

PROFESSIONAL  
CERTIFICATIONS

10-Hour OSHA Construction Safety  
Training. # 001012507

PROFESSIONAL  
SOCIETIES

American Society of Civil Engineers

Roger is an experienced project manager involved in the site/civil design, construction, and permitting of various project types. He has more than 25 years of engineering experience in the management, design, and construction of roadways, utilities, and drainage systems for site developments in both the private and public sectors. Roger also has litigation experience as an expert witness and is a trained forensic engineer.



SPECIFIC PROJECT EXPERIENCE

Field and Park Master Plan, Natick, Massachusetts. Civil/site engineer for the development of a town-wide master plan for parks/recreation, open space, and athletic fields/facilities in the Town of Natick.

JJ Lane Park, Natick, Massachusetts. Civil engineer for the development of a new neighborhood park and playground that involved the creation of a children's play area with seating/shelter, loop pathways, a small park support structure, new parking areas, innovative stormwater management techniques, a pedestrian bridge, and a variety of other passive and active recreational elements. Provided engineering site development and stormwater/drainage-related services.

Cochituate Aqueduct Trail Improvement, Natick, Massachusetts. Civil engineer for the design/construction of a fully accessible pedestrian and bicycle trail.

New High School Athletic Complex, Danvers, Massachusetts. Led the civil/stormwater engineering tasks for the comprehensive design, engineering, and construction administration services for a new athletic complex at Danvers High. This project involved the design of new state-of-the-art athletic facilities at the high school property, including the primary synthetic turf field at the stadium, a competition-level track, bleachers for 2,600 spectators, lighting systems, scoreboard, baseball field and multi-purpose field, tennis courts, and other sports and site support facilities/features.

Lampson Recreation Complex, Billerica, Massachusetts. Developed the site design for recreation-related improvements on a 19-acre site involving the construction of 300 parking spaces, eight tennis courts, four basketball courts, a skate park, play/tot lot areas, and a Recreation Department headquarters/community center building. Addressed associated stormwater management areas and other utilities, as well as replacement of an aging culvert on French Street and associated wetland replication.

Leary Field Reconstruction, Waltham, Massachusetts. Project manager for the civil site design and permitting of this project that involved regrading a seven-acre former landfill site for construction of a modern recreation complex. Designed special drainage controls to minimize downstream flooding impacts, address the site's location a flood plain, and meet DEP and city permitting requirements. Assisted with construction administration.

Golf Course Storm Drainage Infrastructure Improvements, Boston, Massachusetts. Designed and permitted various storm drainage infrastructure improvements at the city's Franklin Park and George Wright municipal golf courses. Worked closely with the city's Environment Department and with contractors as improvements were implemented.

Village Green Improvements, South Kingstown, Rhode Island. Assisted with the drainage QA/QC and other civil engineering elements for the renovation of the Village Green, a historic active and passive recreational park serving the community of Peace Dale in South Kingstown.

Civil Engineering/Site Design for Multiple Sites, Babson College, Massachusetts. Designed improvements for pathway, parking, and stormwater management for open space /public access areas including Barefoot Park/Upper Quad, Putney Hall Courtyard, Nichols Hall Courtyard, Coleman Hall Seating Circle, and Knight Auditorium.

Library Site Designs, Hingham and Seekonk, Massachusetts. Senior engineer for the site design for libraries in these communities, including grading, drainage, water, gas, septic, and electric design.

Senior Assisted Living Development, Holden, Massachusetts. Senior engineer for the site design and construction for three buildings ranging from 64,000 to 100,000 square feet, with a total of 108 units and a parking lot. Provided design services for the road layout, and drainage, water, sewer, gas, and electric installation. Assisted with permitting from the Conservation Commission, the Metropolitan District Commission, and MEPA unit. Developed design of stormwater best management practices required to satisfy strict permitting requirements for construction in a drinking water watershed.

Drainage Improvements, Falmouth, Massachusetts. Project manager for drainage improvements to Mill Road.

Stormwater Projects, Seekonk, Massachusetts. Project manager for various stormwater projects, including NPDES Phase II notice of intent and stormwater management plan, stormwater audits of DPW and Fire Department, and stormwater bylaw development.

NPDES Permitting Assistance, Bridgewater and Wrentham, Massachusetts. Provided NPDES Phase II permitting assistance for both communities.

Roadway Reconstruction Projects, Various Locations. Project manager for roadway reconstruction projects in Middleborough, Wrentham, Eastham, West Boylston, and Seekonk, Massachusetts, involving pavement and drainage design, permitting, and construction management.

Roadway Designs, Eastham, Massachusetts. Senior engineer for the design of Doane and Nauset roads for the National Park Service, involving the reconstruction of 3.2 kilometers of road accessing Route 6 and Coast Guard Beach, and requiring phased submissions to the Federal Highway Administration, which funded the project.

Shears Street Reconstruction, Wrentham, Massachusetts. Project manager responsible for the design/bidding of the roadway alignment, drainage improvements, and environmental permitting.

## BACKGROUND

2012-Present  
Permitting Manager  
Weston & Sampson

2002-2012  
Environmental Scientist  
Weston & Sampson

2002  
Laboratory Technician  
Biomarine Laboratories

1998-2002  
Environmental Science Student  
Bates College

1998 and 1999  
Department of Public Works  
Gloucester, Massachusetts

## EDUCATION

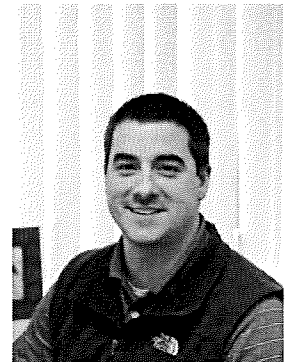
2002  
Bachelor of Science  
Environmental Science  
Bates College

## PROFESSIONAL CERTIFICATION

OSHA HAZWOPPER 40 Hour  
Regulations 29 CFR  
1910.120 and 1926.65

Army Corps Certified  
Wetlands Delineation  
June 2003

Tony is an environmental scientist with over 10 years of professional experience in the environmental and natural resource management field. Anthony coordinates all aspects of environmental permitting for Weston & Sampson. Working within the fields of hydrogeology, engineering, water resource development, wetlands sciences, renewable energy and construction oversight, Tony has specialized experience with developing permitting strategies that follow stringent permitting requirements for a variety of environmental engineering projects. Projects include, but are not limited to, municipal infrastructure and construction projects, renewable energy siting and development, in lake management and dredging, and wetland creation/restoration projects.



## SPECIFIC PROJECT EXPERIENCE

Environmental Permitting Assistance, Various Locations, New England. Provided environmental permitting assistance associated with wetlands impacts and restoration in several communities. Permits included MEPA certification, ACOE General Permit, MassDEP 401 Water Quality Certification, Chapter 91 Licensing, NHESP Notification, and wetlands permitting. Major permitting projects included remediation within Mill Creek and Ashuelot River in Keene; Medfield State Hospital Remediation for the DCAMM; Miller's River restoration and monitoring for MassDOT; Willow Pond Dredging for Look Park in Northampton; Weymouth Sewer Main Replacement and wetland restoration; Salisbury Industrial Park for Salisbury; Kingman Pond Dam for Mansfield; and the Arlington Reservoir Dam for Arlington.

Environmental Permitting Assistance, Various Locations, New Hampshire. Provided environmental permitting assistance associated with wetlands impacts in several New Hampshire communities. Recently assisted in completing submittals and gaining approvals for NHDES Wetlands Permit, NHDES Shoreland Permit, and ACOE review for Lincoln's surface water intake project. Assisted Exeter in permitting its water treatment plant, which included submittals and notifications through NHDES Alteration of Terrain Permit, Wetlands Permit, Shoreland Permit and NPDES construction general permit.

Wetland and Ecological Permitting, Various Locations, Massachusetts. Provided wetland and ecological permitting support for the WMECo, CVEC, and ACE solar programs. Assignments included preliminary design and local and state permitting for multiple Megawatt projects in Barnstable, Brewster, Dennis, Duxbury, Edgartown, and Pittsfield, Massachusetts. The projects required local and state permitting approvals with respect to floodplain development, wetlands resource impacts, endangered species habitat and other environmental conditions including wetland restoration and habitat protection.

Wetland Delineation Services, East Bridgewater and North Reading, Massachusetts. Provided wetland delineation services in East Bridgewater and North Reading, Massachusetts pertaining to locating wastewater disposal sites. Monitored wetlands for impacts caused by disposal of wastewater at these sites.

Wetland Resource Area Services, Various Locations, Massachusetts. Designed and constructed wetlands replication/mitigation areas, prepared drainage and stormwater/erosion control plans, provided wetlands construction oversight, and designed/conducted multi-year wetlands monitoring plans in several communities where projects were required to disturb wetland resource areas. Projects included Whispering Hills in Woburn, Coes Reservoir in Worcester, Arlington Reservoir Dam, Weymouth Sewer Main, Hopkinton Snow Storage Area, Salisbury Industrial Park, Middlesex School in Concord, Shrewsbury Sewer Interceptor in Shrewsbury and Northborough, and the Water Treatment Facility in Rowley, Massachusetts.

Wetland Delineation Services, Various Locations, New England. Provided wetland delineation services throughout Massachusetts and New Hampshire pertaining to locating new source and replacement drinking water wells. Monitored wetlands for impacts caused by pumping of these wells for the communities of Abington-Rockland, Dracut, Pembroke, Scituate, Topsfield, Walpole, and Wrentham, Massachusetts; and Portsmouth, New Hampshire.

Lake Management and Bathymetric Surveys, Various Locations, Massachusetts. Conducted in lake management studies and bathymetric surveys as part of dredging and dam rehabilitation projects. These projects required permitting, GIS mapping and analysis, GPS data collection, sediment quality and quantity sampling, and wetlands replication. Projects include Ellis Pond Dredging Feasibility Study in Norwood, Salisbury Pond Dredging Feasibility Study in Worcester, Coes Reservoir Dam rehabilitation and wetlands restoration in Worcester, Kingman Pond Dam rehabilitation in Mansfield, Willow Pond Dredging in Northampton, and Old Water Supply Dam rehabilitation in Bedford.

Water Quality and Sediment Sampling, Various Locations, Massachusetts. Designed and ran water quality and sediment sampling and analysis on lakes and ponds throughout Massachusetts. Work was coordinated through grants received by various town agencies, including conservation committees and parks and recreation departments, and consisted of installing piezometers and running tests for bacteria, metals, waste effluent, etc. Projects included the Runnins River in Seekonk, Rockwell Pond in Leominster, Lake Mascuppic in Tyngsboro, and Lake Pearl in Wrentham, Massachusetts.

Wetland Delineation and Monitoring Services, Various Locations, New England. Provided wetland delineation and monitoring services at various locations throughout Massachusetts and New Hampshire pertaining to construction projects. Monitored wetlands and construction sites for impacts caused during the construction of projects for the communities of Abington-Rockland, Arlington, Cohasset, Holden, North Andover, Norton, Paxton, Weymouth, and Worcester, Massachusetts; and for the North Attleboro YMCA.

Water Supply Studies, Various Locations, Massachusetts. Conducted studies associated with water supply potential for reservoirs for the communities of Abington-Rockland, Newburyport, and Pembroke, Massachusetts. This included water quality and bathymetry studies conducted on the reservoirs as well as the installation and monitoring of wells/piezometers around the perimeter of the reservoir. Conducted post reconstruction landfill water quality sampling to ensure compliance. Sampled wells throughout Massachusetts for hard metals, bacteria, hazardous chemicals, etc.

## BACKGROUND

2002-Present  
Senior Environmental Scientist  
Weston & Sampson

1995-1999  
Hydrologist  
ENSR  
Acton, Massachusetts

1995  
Consultant  
The Nature Conservancy  
Durham, North Carolina

1994  
Environmental Specialist  
Water Quality Management Division  
U.S. Environmental  
Protection Agency  
Philadelphia, Pennsylvania

1990-1992  
Environmental Education/Forestry  
Extensionist  
United States Peace Corps Benin,  
West Africa

## EDUCATION

2009  
Post-baccalaureate Certificate  
Geographic Information Systems  
Pennsylvania State University  
(Masters level courses in problem  
solving with GIS, GIS Database  
Development and Environmental/  
Water Related GIS Applications)

1995  
Master of Environmental  
Management  
Duke University

1987  
Bachelor of Arts  
Economics/French

## PROFESSIONAL REGISTRATION

Professional Wetland Scientist  
(PWS #2520)

PROFESSIONAL SOCIETIES  
Society of Wetlands Scientists

Association of Massachusetts  
Wetland Scientists

Melvin is a senior environmental scientist in the firm's Environmental Resources group. He has over 20 years of water quality, environmental analysis, and environmental permitting experience.

## SPECIFIC PROJECT EXPERIENCE

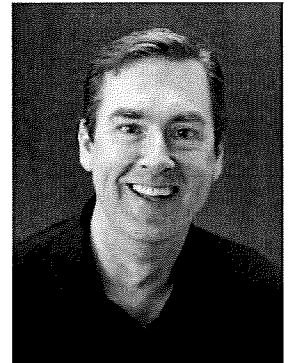
Wetlands Replication, Weymouth, Massachusetts. Provided construction oversight including daily monitoring of work near wetland resource areas, stormwater control management oversight, coordination with contractors and agency officials, periodic project updates to agencies and post-construction semi-annual wetland replication area monitoring with report submittals to Army Corps of Engineers and Weymouth Conservation Commission. Provided oversight for on-site invasive species removal efforts and wrote and submitted field effort reports. Addressed stormwater impacts such as on-site stream impacts and neighboring wetland impacts from site construction activities. Incorporated stormwater erosion protection measures including techniques such as straw wattles and silt fences.

Millers River Wetland Replication, MassDOT, Boston, Massachusetts. Provided wetland replication oversight for MassDOT project along Millers River. Conducted semi-annual wetland replication monitoring efforts with report submittals to the Army Corps of Engineers and Boston Conservation Commission. Coordinated revegetation efforts and invasive species removal efforts with the DOT and Boston Conservation Commission. Provided oversight for invasive species removal efforts and wrote and submitted field effort reports to the Boston Conservation Commission. Addressed stormwater erosion control through silt fence and straw bales around the perimeter of the replication area to minimize sediment migration into the replication area. Oversaw placement of silt curtains at the edge of the river to minimize sediment migration and wave disturbance.

Wetland Replication Monitoring, Private Entity, Concord, Massachusetts. Provided wetland replication oversight for a private entity. Conducted semi-annual wetland replication monitoring efforts with report submittals to the Army Corps of Engineers and Concord Conservation Commission. Provided oversight for invasive species removal efforts and wrote and submitted field effort reports to the Concord Conservation Commission. Incorporated stormwater erosion control, including silt fence and straw bales, around the perimeter of the replication area to minimize sediment migration.

Various Wetland Delineation Projects, Massachusetts. Conducted numerous wetland delineation efforts throughout Massachusetts using vegetation, soil, and hydrology indicators. Addressed wetland resource limits using required wetland delineation methods specified in the Massachusetts Wetlands Protection Act and in the U.S. Army Corps of Engineers' Wetlands Delineation Manual.

Municipal Wetlands Replication for Dam Rehabilitation, Lexington, Massachusetts. Conducted construction oversight for municipal wetlands replication project associated with a dam rehabilitation project. Monitored construction work near



North American Lake Management  
Society

New England Water Works  
Association

PAPERS & PRESENTATIONS

Gong, Gavin; Hickey, Ken; and  
Higgins, Mel, "Hydrodynamic Flow  
and Water Quality Simulation of a  
Narrow River System Influenced by  
Wide Tidal Marshes," Presented  
August 1998.

Sung, Windsor and Higgins, Mel,  
"Trace Metal Levels in the Municipal  
Wastewater of Greater Boston,"  
Water Environment Research, July  
1998.

Sung, Windsor and Higgins, Mel,  
"Boston Harbor as a Continuous-  
Flow Stirred Tank Reactor, Use of  
Mussel Biomonitoring and Effluent  
Discharge," Boston Society of Civil  
Engineers, February 1998.

wetland resource areas, provided stormwater control management oversight, coordinated with contractors and agency officials, and performed periodic project updates to the Army Corps of Engineers and Lexington Conservation Commission. Addressed construction period stormwater impacts including on-site pond impacts and neighboring wetland impacts from. Incorporated stormwater erosion protection measures such as a silt curtain outside the coffer dam used to de-water part of the pond, erosion control matting on re-graded slopes, and straw wattles at the edge of existing wetland resource areas and around the upgradient-most edge of the wetland replication area.

Construction Oversight and Wetland Resource Monitoring, Shrewsbury, Massachusetts. Conducted construction oversight which included monitoring of construction work near wetland resource areas, stormwater control management oversight, coordination with contractors and Shrewsbury Conservation Commission, periodic project updates to agencies and post construction semi-annual wetland replication area monitoring with report submittals to the Conservation Commission. Addressed construction period stormwater impacts including neighboring wetland impacts from site construction activities. Incorporated stormwater erosion protection measures such as silt fence and straw bales at the edge of existing wetland resource areas and around the upgradient-most edge of the wetland replication area.

Wetland Restoration Projects, Various Locations, Massachusetts. Designed and/or monitored wetland restoration projects in Boston, Rehoboth, Shrewsbury, Lexington, Bedford, and Weymouth, Massachusetts. Determined bottom elevations of replication areas, selected plants, and developed monitoring plans. Additional work included continuous monthly to annual monitoring of wetland restoration areas with annual reports to regulators detailing site vegetation, soil and hydric conditions. Invasive species management plans were developed and annual field efforts conducted to minimize invasive species populations at the sites.

Peer Reviews, Massachusetts. Conducted numerous peer reviews for local conservation commission and planning boards including wetland delineation review, wetland replication site plans, stormwater reports, and completeness of local permits such as NOIs, RDA, and ANRADs.

Taunton River Watershed Management Plan (Phase I), Massachusetts. Served as a team member for this comprehensive, long-term plan to protect and restore the sensitive natural resources of a 562-square-mile watershed encompassing 43 communities. Developed a database of key information, including water and wastewater infrastructure mapping, inflow and infiltration, groundwater and surface water withdrawals, and permitted wastewater and surface water discharges. Developed a water balance in GIS on a parcel-by-parcel and HUC-14 level sub-basin basis. Modeled a "natural conditions" (pre-human involvement) scenario and "existing conditions" scenario, which revealed that many sub-watersheds were out of balance due to water transfers.

## BACKGROUND

2015-Present  
Project Manager  
Weston & Sampson

2013-2015  
Project Engineer  
Weston & Sampson

2005-2013  
& 1999-2004  
Staff Engineer  
Miller Engineering & Testing, Inc.

2004-2005  
Geotechnical Engineer  
PSI, Inc.

1998-1999  
Field Engineer  
SMW Seiko, Inc.

## EDUCATION

2005  
Master of Science  
Geotechnical Engineering  
University of Massachusetts, Lowell

1998  
Bachelor of Science  
Civil & Environmental Engineering  
University of Massachusetts,  
Amherst

## PROFESSIONAL REGISTRATION

Professional Engineer:  
Massachusetts No. 50328  
New Hampshire No. 13858

Tom is a project manager in the firm's environmental and geotechnical program. He has over 15 years of experience with geotechnical engineering design and has been responsible for managing multiple ongoing construction projects. His specific areas of expertise include foundation design, retaining wall and slope stability analyses and subsurface exploration.

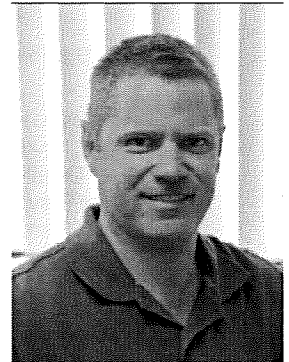
## SPECIFIC PROJECT EXPERIENCE

Arbor Way Retaining Wall Assessment, Fitchburg, Massachusetts. Project manager for the Arbor Way retaining wall assessment, which included a condition assessment of the failing wall, and recommendations for design repairs.

Shady Hill School Repair, Cambridge, Massachusetts. Geotechnical project manager for the 6th and 8th Grade building repair and modification project at the Shady Hill School. Prepared project scope and budget, coordinated geotechnical fieldwork, completed engineering analysis, and prepared a technical report. Conducted a geotechnical evaluation of the perimeter foundations of the 6th grade building that had exhibited structural distress, and the 8th grade building where water had infiltrated the basement level and the non-structural basement slab had partially collapsed. Recommended underpinning the 6th grade building foundation with helical piers to correct the structural deficiencies. Recommended replacement of the 8th grade basement slab with a slab structurally connected to existing pressure-injected-footing deep foundations. Also recommended a perimeter cut-off wall and drainage system to prevent water infiltration into the basement area.

Solar Photovoltaic (PV) Carport, Roxbury Community College, Roxbury, Massachusetts. Geotechnical project manager for a solar PV carport on the college campus. Prepared project scope and budget, coordinated geotechnical and environmental field work and laboratory testing, and completed engineering analyses and a technical report including recommendations for the proposed site development. Addressed geotechnical considerations including up to 18 feet of urban fill and possible buried foundations and abandoned utilities in the proposed development area. Recommended drilled shafts embedded at least 5 feet into the native glacial till or bedrock, including excavation and replacement of the top 5 feet of fill, for support of the carport structures. Also provided the design team with geotechnical support for preparation of plans and specifications.

Alewife Brook Shopping Center, Cambridge, Massachusetts. Geotechnical engineer for an approximately 50,000-square-foot building. Coordinated geotechnical fieldwork and laboratory testing, and completed engineering analyses and a technical report including recommendations for the proposed site development. Geotechnical considerations included up to 15 feet of urban fill/organic materials and relatively shallow groundwater below the building area. Recommended compacted stone columns for improvement of the existing fill and organic soils to support a conventional shallow foundation and slab-on-grade, and reduce excavation and disposal of potentially contaminated soils. Provided design and construction teams with geotechnical engineering support and observation of geotechnical aspects of earthwork, ground improvement, and foundation construction.



Gordon Food Services Building Addition and Site Improvements, Taunton, Massachusetts. Geotechnical engineer for the Gordon Food Services building addition and site improvements. Prepared project scope and budget, coordinated geotechnical fieldwork, completed engineering analysis, and prepared a technical report including recommendations for the proposed site development. Geotechnical considerations included several feet of undocumented fill and shallow groundwater below the development areas. Provided the design and construction teams with geotechnical engineering support and managed observation of geotechnical related aspects of earthwork and foundation construction.

Phase II Dam Investigations, Westford, Massachusetts. Project manager for Phase II investigations for two significant hazard dams, including wetland delineation, surveying, geotechnical explorations, hydrologic and hydraulic evaluations, structural analyses, and development of conceptual repairs and associated cost estimates.

Babson Reservoir Dam Rehabilitation, Gloucester, Massachusetts. Project manager and engineer for the rehabilitation of Babson Reservoir Dam, which involved modifications to the 630-foot long earthen embankment including vegetation removal and flattening of the downstream slope to 2H:1V, concrete repair of the core wall, discharge channel walls and gatehouse walls, construction of vertical and horizontal extensions to the concrete core wall and spillway walls, repair and modification to the spillway slab, construction of new stilling basin walls and foundations, construction of a new discharge channel pipe and headwalls, and installation of downstream mineral filters. Prepared drawings for construction and managed office and field activities during construction, including review of pay requisitions and contractor submittals.

Phase I Dam Inspections, Various Locations, Massachusetts. Project manager and dam safety engineer for more than 15 Phase I dam inspections for communities throughout Massachusetts. Conducted inspections in accordance with Department of Conservation and Recreation Office of Dam Safety guidelines, and included reviews of existing information, visual observations; qualitative hydrologic, hydraulic, and geotechnical analyses; identification of dam safety deficiencies; and recommendations for repair and associated estimated costs.

Phase I Visual Inspection of Reservoir #2 Dam, Athol, Massachusetts. Geotechnical engineer and project manager for a Phase I visual inspection of Reservoir #2 Dam, an intermediate size, significant hazard 200-foot-long earthen embankment.

State Bridge #02677 Replacement, Guildford, Connecticut. Geotechnical engineer for replacement of the existing bridge culvert structure and elevating an approximate 600-foot-long earthen roadway embankment through a tidal area. Coordinated geotechnical fieldwork and laboratory testing, completed engineering analyses, and prepared a technical report including design recommendations for the bridge culvert and roadway embankment. Recommended elevating the embankment with lightweight fill or with conventional fill and deep foundation support to reduce consolidation-related settlement and to increase the factor of safety against global stability failure. Recommended support of the bridge culvert on steel H-piles driven to bedrock.

## BACKGROUND

2009-Present  
Team Leader  
Weston & Sampson

2008-2009  
Associate  
Stantec

2000-2008  
Senior Project Manager  
Maguire Group, Inc.

1997-1999  
Project Manager  
Beta Group, Inc.

1994-1997  
Project Engineer  
Beta Group, Inc.

1989-1994  
Project Engineer  
Odeh Engineers, Inc.

1988-1989  
Senior Project Engineer  
Pare Engineering Corporation

1985-1988  
Structural Engineer  
DeStefano Associates

1984-1985  
Structural Engineer  
Flaherty Giavara Associates

1992-1996  
Special Program Faculty  
University of Rhode Island  
College of Continuing Education

## EDUCATION

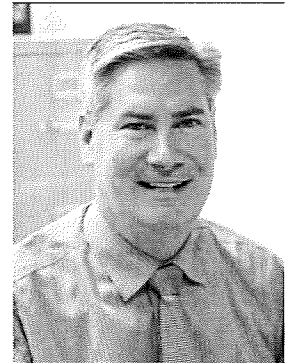
1984  
Master of Science  
Civil Engineering  
University of Rhode Island

1982  
Bachelor of Science  
Civil/Environmental Engineering  
University of Rhode Island

## PROFESSIONAL REGISTRATION

Massachusetts #36256  
Connecticut #14862  
Florida #74219  
Maine #12596

Rick has over 30 years of experience in the structural engineering field and is well-versed in the State Building Codes for the Commonwealth of Massachusetts, States of Rhode Island and Connecticut, and the International Building Code. Rick has been involved in the preparation of several building designs for both new and renovation projects throughout New England including private developments, colleges and universities, power plants, public schools and libraries, and hospitals. His responsibilities on various projects range from the preliminary design and study phase through to the construction phase.



## SPECIFIC PROJECT EXPERIENCE

Powers Farm Conservation Area, Randolph, Massachusetts. Provided structural engineering services related to the planning and design of this former working farm acquired by the town for use as a passive recreation resource that connects directly to downtown. The project included the design of a pavilion, parking facility, play area, and perimeter pathway.

Rehabilitation of the Hugh Farren Pedestrian Bridge, Boston, Massachusetts. Team leader/project manager for the rehabilitation of steel pedestrian bridge and concrete ramp structures over Old Colony Road. Oversaw design that included heat straightening of damaged areas of steel girders, installation of new precast concrete decking, and concrete repairs to the ramp structures in accordance with MassDOT's bridge manual and standard specifications. Responsibilities included review of the design concept, drawings, and specifications, and preparation of a construction cost estimate.

Pedestrian Bridge Study, William Devine Golf Course, Boston, Massachusetts. Completed a feasibility study for the installation of a cart path bridge across Scarborough Pond at this golf course in Franklin Park. Identified various bridge options, cost implications and construction methodology alternatives for the city's Parks and Recreation Department.

Pedestrian Bridge and Riverwalk, Ipswich, Massachusetts. Project manager for a new 120-foot pedestrian bridge and historic riverwalk to replace an aging footbridge and connect the town's commercial center on both sides of the river. Planned and designed this MassDOT (formerly MassHighway) enhancements program project to heighten awareness of the town's natural resources and provide a recreational destination for residents and tourists.

Stone Bridge Road, Woodstock, Connecticut. Project engineer for the reconstruction and bridge deck replacement of a historic stone bridge, reusing stones from the original structure as part of the exterior bridge parapet/rail details to preserve its historic look. Also provided construction administration services.

Old Post Road Bridge, North Attleborough, Massachusetts. Project manager for design of replacement structures for two culverts as part of a roadway reconstruction and realignment project. Inspected and evaluated the existing stone masonry structure,

PROFESSIONAL REGISTRATION  
(CONT.)

New Hampshire #13733  
Pennsylvania #PE080240  
Rhode Island #5837  
Vermont #84238  
Virginia #051702

PROFESSIONAL SOCIETIES

American Society of Civil Engineers

Weaver Memorial Library, East Providence, Rhode Island. Project engineer for the library addition that included the preparation of structural drawings and on-site inspections during construction.

Municipal Facility Improvements, Cambridge, Massachusetts. Structural assessment of the City Clerk's Vault in City Hall and a peer review of the City Hall Staircase design. Design review of the Weston Transfer Station Bridge for the Water Department. Inspection, design, bidding, and construction phase services for improvements to the Winter Street Gatehouse and Trapelo Road Gatehouse to bring facilities into compliance with current regulations.

Public Safety Building, Somerville, Massachusetts. Project manager for a structural evaluation of the city's public safety building. Conducted a visual inspection of the entire structure, recommended long- and short-term repairs of structural defects, and developed the construction budget.

Engine 7 Brick Masonry Wall Rehabilitation, Somerville, Massachusetts. Designed the demolition details and proposed new work to remove the brick façade of a historic fire station, including installation of new steel lintels, stainless steel masonry anchors, replication of wood trim detail, and installation of a new outer brick veneer to match to color and consistency of the existing brick masonry.

Westborough Fire Station, Westborough, Massachusetts. Provided structural and architectural review, inspection, and repairs of a brick masonry building. Delivered a report recommending brick repair/restoration options and associated cost estimates. Subsequently designed the recommended repairs and provided construction administration services for the brick repair/restoration and miscellaneous metal replacement.

Wellesley Hills Branch Library, Chimney Stabilization/Repair and Exterior Envelope Assessment, Wellesley Massachusetts. Provided structural engineering services, including a field investigation, stabilization plan, and repair plan, for the chimney, which was built in 1927 and listed on the National Register of Historic Places. Also conducted an overall field survey and evaluation of the exterior envelope of the entire library building.

Shady Hill School Building Evaluations & Improvements, Cambridge, Massachusetts. Structural Team Leader/Project Manager for the 4th Grade Building Design, 6th & 8th Grade Building Repair/Modification, and Blue Gym & Science Building projects. Researched and documented evidence of structural modification, deterioration of materials, discrepancies in records/documentation, structural member weaknesses, visible settlement or foundation problems, and other unusual structural features. Based on the information gathered, provided an opinion of the structural capacity of the buildings using the latest building code, focusing on the primary vertical/lateral load-resisting systems. Work also included a cost-impact study for the suggested alternatives, as well as construction consulting services during installation of the structural supports in the 6th Grade building and inspected the completed installation for conformance with the design drawings.

Campus Center Way Utility Corridor, University of Massachusetts, Amherst. Project manager for the rehabilitation/replacement of 1,500 linear feet of concrete steam tunnel and installation of new high- and low-pressure steam lines, electrical duct banks, effluent lines, modified water system, drainage improvements, and other miscellaneous site improvements.

## BACKGROUND

2014-Present  
Project Manager  
Weston & Sampson

2009-2014  
Structural Project Engineer  
Weston & Sampson

2004-2009  
Structural Engineer  
Weston & Sampson

2001-2004  
Structural Engineer  
H.W. Lochner, Inc.  
Boston, Massachusetts

2000  
Project Engineer  
Jay Cashman Inc.  
Boston, Massachusetts

1997-2000  
Field Engineer  
Jay Cashman Inc./Perini/Kiewit/  
Atkinson Joint Venture  
Boston, Massachusetts

## EDUCATION

2001  
Bachelor of Science  
Civil Engineering Technology  
Wentworth Institute of Technology  
Boston, Massachusetts

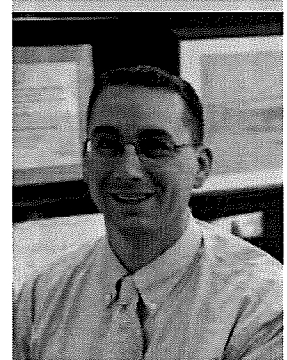
## PROFESSIONAL REGISTRATION

Massachusetts (No. 48061)  
New York (No. 090911)

## PROFESSIONAL SOCIETIES

American Society of Civil Engineers  
Boston Society of Civil Engineers  
American Institute of Steel  
Construction

Scott is a project manager with more than 15 years of civil/structural engineering experience, including the structural design of bridges, culverts, new buildings, renovations to existing buildings, renovations to water and wastewater treatment facilities, new wastewater treatment facilities, water and wastewater treatment tanks, and hydraulic structures. His responsibilities have included preparation of preliminary and final designs, performance bridge inspections, preparation of bridge ratings, building inspection and condition assessments, and construction administration and inspections. He is well versed in the regulations of the Massachusetts State Building Code and the International Building Code.



## SPECIFIC PROJECT EXPERIENCE

Old Iron Bridge Rehabilitation, Fitchburg, Massachusetts. Provided structural design for the rehabilitation of the existing single span steel pony truss bridge to be used for pedestrian and bicycle traffic for James A. Gross, Inc. This project required the design of new truss members and floor beams. Responsibilities included the preparation of structural drawings and specifications.

Southwick Rail Trail, Southwick, Massachusetts. Provided structural design of a new single span bridge, culvert, and the rehabilitation of an existing masonry arch bridge for pedestrian and bicycle traffic. Responsibilities included the preparation of structural contract drawings, specifications, and performance of construction administration and required inspections.

Newell Field Stadium Bleacher Support, Gloucester, Massachusetts. Provided structural design of temporary shoring/support for the bleachers. This project also implemented settlement monitoring of the bleachers.

New DPW Facility, Norwood, Massachusetts. Project engineer for the structural design of four new buildings and the renovation of one existing building. Responsibilities included the preparation of structural contract drawings and specifications. The buildings included a two-story office building, a one-story pre-engineered metal building for vehicle storage and maintenance, a one-story salt shed, a one-story pre-engineered metal building for vehicle storage and workshops, and renovation of an existing one-story concrete masonry building.

Vehicle Storage Garage, Brockton, Massachusetts. Provided structural design of the foundation for a pre-engineered metal building for storage of DPW vehicles. Responsibilities included the preparation of structural contract drawings, specifications, and performance of construction administration and required inspections.

Cheesecake Brook, Newton, Massachusetts. Performed visual structural inspection of drainage channel walls. Responsibilities included preparation of a report summarizing inspections, findings and recommendations for repairs.

Prospect Street Improvements, Orange, Massachusetts. Provided structural design of a new cantilever retaining wall and a concrete moment slab supporting a

bridge rail atop an existing stone masonry retaining wall. Responsibilities included the preparation of structural contract drawings and specifications.

New Department of Public Works Facility, Weston, Massachusetts. Provided structural design of new a vehicle storage garage and an operations/administration building. Responsibilities included the preparation of structural contract drawings and specifications. The vehicle storage garage is a single story building with a wash bay attached to one side. The operations/administration building consists of a single story maintenance garage and workshop area with a two-story office building attached.

Bridge Rating Reports, Massachusetts Department of Transportation. Performed bridge rating calculations and prepared bridge rating reports for a simple span prestressed concrete box beam bridge in Great Barrington, Massachusetts and a simple span composite steel girder bridge in North Adams, Massachusetts. Bridge ratings were performed in accordance with MassDOT Standards.

Horn Pond Brook Road Bridge Repairs, Winchester, Massachusetts. Provided structural design of new reinforced concrete wing walls, prestressed concrete deck beam repairs, transverse post-tension tie replacement, and scour protection for abutment footings for existing 28-foot single span adjacent deck beam bridge supported on concrete gravity abutments with shallow foundations for the Town of Winchester DPW.

Dedham Street Culvert Repairs, Newton, Massachusetts. Performed a culvert inspection and prepared an evaluation report recommending repairs to the culvert for the City of Newton. Designed concrete repairs for culvert and penetration through culvert wall for a 42-inch diameter storm drain.

Hugh Farren Pedestrian Bridge over Old Colony Road, Boston, Massachusetts. Project manager for the design. Provided structural design for the rehabilitation of the existing through girder steel bridge and concrete ramp structures. Design included heat straightening of damaged areas of the existing steel through girders, installation of new precast concrete decking, and concrete repairs to the ramp structures in accordance with the MassDOT Bridge Manual and Standard Specifications. Reviewed design concept, drawings, and specifications, and preparation of construction cost estimate.

Mill Lane and Brattle Street Culvert Replacement, Arlington, Massachusetts. Provided structural design of a precast concrete box culvert and a precast concrete three-sided arch culvert for replacement of existing damaged culverts. The project included temporarily supporting existing utilities to remain in service during construction and the replacement of water and sewer lines. Responsibilities included the preparation of structural contract drawings and specifications.

Reservoir T Station Bridge Deck Replacement, MBTA, Brookline, Massachusetts. Provided structural design of a new concrete bridge deck made composite with the existing steel beams and design of temporary shoring for protection of the MBTA subway tracks at the Reservoir station. Responsibilities included the preparation of structural contract drawings and specifications.

# SECTION 3

## Quote Form

**TOWN OF NATICK  
QUOTE FORM**

The undersigned Quoting party hereby submits a quote for the procurement of landscape architecture services to design open space at the Natick Community Senior Center in the Town of Natick.

Printed Name of Quoting party:

Weston & Sampson Engineers, Inc.

Address: Five Centennial Drive

Peabody, Massachusetts 01960

Total price of Services : twenty-two  
thousand dollars and zero cents (\$ 22,000.00)

(Write out in both words and numbers.)

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

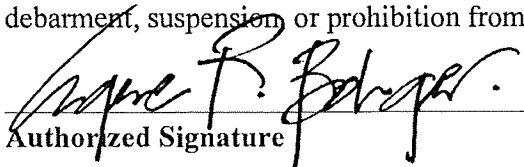
Pursuant to Massachusetts General Laws (M.G.L.) c. 62C, §49A, I certify under the penalties of perjury that the Quoting party named below has complied with all laws of the Commonwealth of Massachusetts pertaining to the payment of taxes, to the reporting of employees and contractors, and to the withholding and remitting of child support.

The Quoting party 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 pursuant to this RFQ. No consultant to, or subcontractor for, the Quoting party has given, offered, or agreed to give any gift, contribution, or offer of employment to the Quoting party, 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 Quoting party. No person, corporation, or other entity, other than a bona fide full time employee of the Quoting party has been retained or hired to solicit for or in any way assist the Quoting party in obtaining a Contract pursuant to this RFQ upon an agreement or understanding that such person, corporation or entity be paid a fee or other compensation contingent upon the award of a Contract to the Quoting party. The Quoting party understands that the Massachusetts Conflict of Interest Law, Chapter

268A of the Massachusetts General Laws (M.G.L.), applies to the Quoting party and its officers, employees, agents, subcontractors, and affiliated entities with respect to the transaction outlined in the Request for Quotes. The Quoting party understands that the Quoting party and its officers, employees, agents, subcontractors, and affiliated entities, 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.

The Quoting party 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 therein. The Quoting party also hereby certifies that it shall comply with any and all applicable Supplier Diversity Office (SDO) thresholds that have been established in conjunction with this Request for Quotes.

The Quoting party hereby certifies that it is presently not debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, and that, should any proceeding arise in which it is debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, the Quoting party shall inform the Town of Natick within one (1) business day of such debarment, suspension, or prohibition from practice.

  
Authorized Signature

Eugene Bolinger, RLA  
Printed Name

Vice President

Printed Title

January 17, 2017

Date

Full Legal Name Weston & Sampson Engineers, Inc.

#### Officers of Corporation and Addresses

We have included a list of our Corporate Officers immediately following

this Quote Form.

State of Incorporation Massachusetts

Principal Place of Business Five Centennial Drive | Peabody, Massachusetts 01960

---

Tel. 978-532-1900

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Qualified in Massachusetts    Yes ☒ No ☐

Principal Place of Business in MA Headquarters: Five Centennial Drive | Peabody, Massachusetts 01960

Project Office Locations: 85 Devonshire Street, 3rd Floor | Boston, Massachusetts 02109  
427 Main Street, Suite 400 | Worcester, Massachusetts 01608

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## CORPORATE OFFICERS

Weston & Sampson is a privately held, employee-owned firm. Corporate officers and additional owners are listed in the following table. Each of these owners can be reached through Weston & Sampson's headquarters located at Five Centennial Drive, Peabody, Massachusetts 01960.

Partner   Officer   Director	Title	Discipline
Michael Scipione	President - WSI	Engineer
John Bocchino	President - WSS	Operations & Maintenance
Patrick Connelly	Vice President	Engineer
Robert Goober	Vice President	Engineer
Prasanta Bhunia	Vice President	Licensed Site Professional
Bruce Adams	Vice President	Engineer
Francis Yanuskiewicz	Vice President	Engineer
Eugene Bolinger	Vice President	Landscape Architect
Barbara Cook	Vice President	Engineer
Donald Gallucci	Vice President	Engineer
Kent Nichols	Vice President	Engineer
Christopher Wester	Vice President	Engineer
George Naslas	Vice President	Licensed Site Professional
David Elmer	Vice President	Engineer
Blake Martin	Vice President	Hydrogeologist
Christopher Perkins	Vice President	Engineer
Frank Ricciardi	Vice President	Engineer / Licensed Site Professional
Robert Horner	Vice President	Engineer
Stephen Richard	Vice President	Operations & Maintenance
Cheri Ruane	Vice President	Landscape Architect
John Wright	Vice President	Engineer
Leah Stanton	Vice President	Engineer
Peter Kolokithas	Vice President	Operations & Maintenance
Jeffrey Alberti	Vice President	Engineer
John Figurelli	Vice President	Licensed Environmental Professional
Jeffrey Budrow	Senior Associate	Engineer
Kipling Gearhart	Senior Associate	Engineer
Peter Smith	Senior Associate	Engineer
Steven Pedersen	Senior Associate	Engineer
Hillary Lacirignola	Senior Associate	Engineer
Daniel Sheahan	Senior Associate	Engineer
Kenneth Bisceglia	Senior Associate	Engineer
Jeffrey McClure	Senior Associate	Engineer
Frank Occhipinti	Senior Associate	Engineer
Wallace Bruce	Senior Associate	Operations & Maintenance

## CORPORATE OFFICERS

Partner   Officer   Director	Title	Discipline
Richard Campbell	Senior Associate	Engineer
Laurence Keegan	Associate	Engineer
Jeffrey Wilson	Associate	Engineer
Duane Himes	Associate	Engineer
Michael Kastanotis	Associate	GIS
Tara McManus	Associate	Engineer
John Ellis	Associate	Operations & Maintenance
Paul Uzgiris	Associate	Engineer
Carl Stone	Associate	Engineer
James Arrigal	Associate	Construction/Maintenance/Repair
Raymond Gelinis	Associate	Operations & Maintenance
Brian McCormack	Associate	Engineer
Gregory Pion	Associate	Construction/Maintenance/Repair
Stephen Wiehe	Associate	Engineer
V. Salvatore Ferrara	Associate	Operations & Maintenance
James Fair	Associate	Engineer
Patrick Terrien	Associate	Engineer
Margaret McCarthy	Associate	Engineer
S. Roger Alcott	Associate	Engineer
Vito Ciaramitaro	Associate	Construction/Maintenance/Repair
Amy Planz	Associate	Operations & Maintenance
Paul Provost	Associate	Operations & Maintenance
Kimberly Plourde	Associate	Marketing Manager
Colleen Manning	Associate	Human Resources
John Sykora	Associate	Engineer
Peter Guarnieri	Select Owner	Art Director
Richard Spurr	Select Owner	CADD
Paul Colson	Select Owner	Operations & Maintenance
John Howard	Select Owner	Operations & Maintenance
Sally Smith	Select Owner	Construction/Maintenance/Repair

# SECTION 4

## Forms & Certificates

**\*\*Please see attached corporate Certificate of Vote.\*\***

Town of Natick, Massachusetts  
**CONTRACT FOR THE PROCUREMENT OF  
LANDSCAPE ARCHITECTURE SERVICES TO DESIGN OPEN SPACE AT  
THE NATICK COMMUNITY SENIOR CENTER**

CERTIFICATE OF VOTE

I, \_\_\_\_\_, hereby certify  
(Clerk/Secretary)

that I am the duly qualified and acting \_\_\_\_\_ of  
(Title)  
(Corporation Name)

and I further certify that at a meeting of the Directors of said Corporation duly called and held on \_\_\_\_\_ 20 \_\_, at which meeting all Directors were present and voting, the following vote was unanimously passed:

VOTED: To authorize and empower either

\_\_\_\_\_, \_\_\_\_\_;  
(Name) (Title)

\_\_\_\_\_, \_\_\_\_\_; or  
(Name) (Title)

\_\_\_\_\_, \_\_\_\_\_  
(Name) (Title),

any one acting singly, to execute all contracts and bonds on behalf of the Corporation.

I, further certify that the above vote is still in effect on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ and has not been changed or modified in any respect.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Title

The certification contained hereabove shall be executed by CONTRACTOR or copy of current "certification of authority to sign for the Corporation" shall be attached.)

**\*\*Please see attached corporate Certificate of Vote.\*\***

Clerk's Certificate of Vote

The undersigned, Clerk of Weston & Sampson Engineers, Inc. hereby certifies that, at a meeting duly called in accordance with the by-laws, the Board of Directors unanimously passed the following resolution on December 16, 2016.

VOTED: To authorize

Bruce W. Adams	John A. Figurelli	Christopher M. Perkins
Jeffrey J. Alberti	Donald G. Gallucci	Francis M. Ricciardi
Prasanta K. Bhunia	Robert A. Goober	Cheri F. Ruane
John A. Bocchino	Dean L. Groves	Michael J. Scipione
Eugene R. Bolinger	Robert L. Horner	Peter M. Smith
Patrick J. Connelly	Blake A. Martin	Leah E. Stanton
Barbara K. Cook	George D. Naslas	Christopher B. Wester
David M. Elmer	Kent M. Nichols	John J. Wright
		Francis W. Yanuskiewicz

acting individually, to execute and deliver on behalf of the Corporation, contracts for Professional Services which are in the ordinary course of the Corporation's business, not including contracts exceeding \$1,000,000, during the fiscal year 2017.

VOTED: To authorize

Kenneth J. Bisceglia	Jeffrey A. Wilson
----------------------	-------------------

acting individually, to execute and deliver on behalf of the Corporation, contracts for Professional Services which are in the ordinary course of the Corporation's business, not including contracts exceeding \$500,000, during the fiscal year 2017.

VOTED: To authorize

Hillary M. Lacirignola	Frank E. Occhipinti
Jeffrey W. McClure	Daniel E. Sheahan

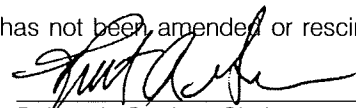
acting individually, to execute and deliver on behalf of the Corporation, contracts for Professional Services which are in the ordinary course of the Corporation's business, not including contracts exceeding \$50,000, during the fiscal year 2017.

VOTED: To authorize

Richard A. Campbell	Laurence F. Keegan	Steven K. Pedersen
James R. Fair	Kipling R. Gearhart	Duane C. Himes
Brian J. McCormack	Tara E. McManus	Carl W. Stone
Paul V. Uzgiris	Stephen P. Wiehe	

acting individually, to execute and deliver on behalf of the Corporation, contracts for Professional Services which are in the ordinary course of the Corporation's business, not including contracts exceeding \$10,000, during the fiscal year 2017.

The undersigned further certifies that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

  
Robert A. Goober, Clerk  
Date January 17, 2017



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/20/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Eastern Insurance Group LLC 233 West Central Street Natick MA 01760	CONTACT NAME: Construction PHONE (A/C, No, Ext): (508) 651-7700 FAX (A/C, No): E-MAIL: ADDRESS:
INSURED Weston & Sampson Engineers, Inc. Five Centennial Drive Peabody MA 01960	INSURER(S) AFFORDING COVERAGE INSURER A: Great Divide Insurance Co. NAIC # 25224 INSURER B: Starr Indemnity & Liability Co. 38318 INSURER C: Lexington Insurance Co. INSURER D: INSURER E: INSURER F:

## COVERAGES

CERTIFICATE NUMBER: MASTER 2017

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		GLP200736514	1/1/2017	1/1/2018	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input checked="" type="checkbox"/> Contractual Liability					MED EXP (Any one person) \$ 15,000
	coverage per policy form					PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY					
	<input checked="" type="checkbox"/> ANY AUTO		MAA2007361-14 MA	1/1/2017	1/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS	BAP2007360-14 AOS	1/1/2017	1/1/2018	BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS	includes FL			BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> COMP./COLL.	<input checked="" type="checkbox"/> \$1000 DED.				PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR				
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE	1000022452	1/1/2017	1/1/2018	EACH OCCURRENCE \$ 10,000,000
						AGGREGATE \$ 10,000,000
						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	WCA200737014	1/1/2017	1/1/2018	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Coverage applies in MA, CT, FL, GA, NH, NY, RI, SC VT and WI			E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
C	PROFESSIONAL/POLLUTION LIABILITY		031710990	7/3/2016	7/3/2017	E.L. DISEASE - POLICY LIMIT \$ 1,000,000
						PER CLAIM \$3,000,000
						ANNUAL AGGREGATE \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

"PROPOSAL USE ONLY"

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

John Koegel/PMA

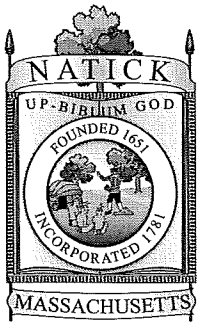
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## TOWN OF NATICK MASSACHUSETTS

**TO:** Natick Board of Selectmen  
Martha White, Town Administrator  
William Chenard, Deputy Town Administrator – Operations  
Jeremy Marsette, Director, Natick Public Works  
Mark Coviello, Town Engineer  
John DiGiacomo, Assistant Town Engineer

**FROM:** Bryan R. Le Blanc, Procurement Officer

**DATE:** February 10, 2017

**SUBJECT: CONTRACT AWARD**  
**Cottage Street Roadway Improvements**

On February 10, 2017, sealed bids were received in accordance with M.G.L. c. 30, §39M, for the procurement of services to perform roadway improvements to Cottage Street in the Town of Natick. Bids were received from four (4) bidders. (See attached.)

The lowest bidder, Lorusso Corp., is the lowest responsible and eligible bidder. We recommend that the Natick Board of Selectmen award the contract to Lorusso Corp. for the complete main bid work, plus add/alt. bid work, as provided for in the Town's Invitation for Bids. The amount of the award will be for \$2,489,377.00, as provided for in Lorusso Corp.'s bid. Mr. Coviello, Mr. DiGiacomo, and I have reviewed the bids received and have checked the references and qualifications of Lorusso Corp.

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

Bids Received:	02/10/17
Newspaper Advertisement ( <u>Metrowest Daily News</u> ):	01/17/17
Website & Town Hall Posting:	01/12/17
Central Register & COMMBUYS Posting:	01/18/17 & 01/12/17

Funding: Natick 2016 Spring Annual Town Meeting- Article 15, Item 2 - \$2,500,000.00  
(Re-appropriation/Tax Levy Borrowing)  
Article 14, Item 10 - \$60,000.00 (for Pedestrian Signals) (Capital Stabilization)

Bids Received: See attached.

IFB Opening Form

**Date & Time:**

CPO Signature: James B. B. 2/10/17

Witness Signature: Wm. B. B. 2/10/17

**Witness Signature:**

## SECTION 00500

### CONTRACT AGREEMENT

THIS AGREEMENT, hereinafter "Agreement" or "Contract," made this twenty-seventh day of February, in the year 2017, by and between the Town of Natick, Massachusetts located at the Natick Town Hall 13 East Central Street, Natick, MA 01760 (hereinafter called OWNER), by its Board of Selectmen, and Lorusso Corporation, Three Belcher Street, Plainville, MA 02472, 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 being the Main Bid Work and Add/Alt. 1 Bid Work, as defined in Article 8 herein.

1.2. The work consists of roadway improvements to Cottage Street and improvements at three additional intersections, including but not limited to, pavement reconstruction, pavement resurfacing, drainage, curbing, sidewalk, signage, pavement markings, traffic control and work site safety.

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 Green International Affiliates, Inc., who is herein 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 is received. The work shall be completed on or before the following milestone dates:

- 1) On or before **two hundred (200) consecutive calendar days** after the start date to be indicated on the Notice to Proceed
  - a. Completion and acceptance of all work for the project.

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 **one thousand five hundred seventy-five (\$1,575.00)** for each day that expires after each time limit 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 Contractor's Bid, as incorporated into the Contract Documents and as permitted by law.

#### 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 in accordance with MGL Chapter 30 Section 39G and as provided in Article 14 of the General Conditions, as modified, if applicable, by the Supplementary Conditions. Retainage with respect to any progress payments will be five percent (5%) or, if stipulated, the maximum allowed by Massachusetts General Laws. ENGINEER shall establish with the CONTRACTOR an acceptable format for submittal and for the processing of progress payments, prior to the first such request as will be submitted by the CONTRACTOR.

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 4.3 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 Specifications consisting, as listed in table of contents
- 8.12 Construction Drawings totaling 113
- 8.13 Addenda numbers 1 to 2, 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 3.4 and 3.5 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 and the ENGINEER 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.

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 Commonwealth of Massachusetts Equal Employment Opportunity Anti-Discrimination and Affirmative Action EEO/AA Program. The goal for Affirmative Action is five percent (5%) Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) workforce. The goal for the MBE and WBE Policy is a minimum of five percent (5%). The CONTRACTOR shall take all affirmative steps necessary to achieve these goals, and shall provide required reports.

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 entered into 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 under seal, 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 Town Accountant.

OWNER:

Town of Natick, Massachusetts

By \_\_\_\_\_

The Natick Board of Selectmen

\_\_\_\_\_  
Richard P. Jennett, Jr., Chairman

\_\_\_\_\_  
Nicholas S. Mabardy, Vice Chairman

\_\_\_\_\_  
Jonathan H. Freedman, Clerk

\_\_\_\_\_  
John J. Connolly

\_\_\_\_\_  
Susan G. Salamoff

Dated: \_\_\_\_\_

CONTRACTOR:

Lorusso Corporation

By: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Title

Dated: \_\_\_\_\_

\_\_\_\_\_  
[ CORPORATE SEAL ]

\_\_\_\_\_  
Attest

Owner Address for giving notices:  
notices:

Board of Selectmen

Natick Town Hall

13 East Central Street

Natick, MA 01760

With copies to: John P. Flynn, Esq.  
Murphy, Hesse, Toomey and Lehane, LLP  
300 Crown Colony Drive, Suite 410 P.O. Box 9126  
Quincy, MA 02169-9126

Contractor Address for giving

President, Lorusso Corp.  
Three Belcher Street  
Plainville, MA 02472

#### 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 CONTRACT is available therefor, and that the Natick Board of Selectmen is authorized to execute this CONTRACT and to approve all requisitions and execute change orders.

\_\_\_\_\_  
Virginia W. Cahill  
Comptroller, Town of Natick

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
John P. Flynn, Esq.

\_\_\_\_\_  
Date



## SECTION 00300

## BID PROPOSAL

To the Town of Natick, Massachusetts, herein called the "Owner", for:

**Town of Natick, Massachusetts**  
**"Proposed Roadway Improvements to Cottage Street"**

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 ventures, 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.

The estimated quantities shown in the following tabulation are approximate and are given to provide a uniform basis for comparison of Bids. The OWNER does not expressly or by implication agree that the actual quantities of Work to be done shall correspond thereto.

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 completed in operating condition as soon as practicable, but no later than **Two Hundred (200) consecutive calendar days** thereafter, unless an extension of time is granted. Bidder further agrees to meet all milestone dates specified in the Information for Bidders Section of this Contract or pay as liquidated damages, the sum of one thousand five hundred seventy-five (\$1,575.00) for each consecutive calendar day thereafter that all the 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 acknowledges receipt of Addenda:

#1 2/6/17 #2 2/6/17 #3

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

Total Base Bid Price in Words

*Two Million Four Hundred Sixty Four Thousand Eight Hundred Fourteen Dollars Fifty Cents*

Total Base Bid Price in Numbers

\$ 2,464,814.50

Total Bid Price inclusive of Add Alternate No. 1 in Words

*Two Million Four Hundred Eighty Nine Thousand Three Hundred Seventy Seven Dollars*

Total Bid Price inclusive of Add Alternate No. 1 in Numbers

\$ 2,489,377.00

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Town of Natick

Proposed Roadway Improvements to Cottage Street  
Addendum No. 1

BID NUMBER:

BIDDER NAME:

Item No.	Estimated Quantity	Brief Description; Unit or Lump Sum Price Bid in Both Words and Figures	Total in Figures (Unit Price Times Est. Quantity)
100.91	1 LS	PRE AND POST CONSTRUCTION SURVEY GEOTECHNICAL INSTRUMENTATION AND MONITORING - 67 COTTAGE STREET <u>Fifty Two Thousand</u> Dollars and <u>No</u> cents (\$ <u>52000.00</u> )	\$ <u>52000.00</u>
102.1	2,160 FT	TREE TRIMMING <u>Two</u> Dollars and <u>Fifty</u> cents (\$ <u>2.50</u> )	\$ <u>5400.00</u>
102.5	36 EA	ROADSIDE TREE PROTECTION <u>Ninety</u> Dollars and <u>No</u> cents (\$ <u>90.00</u> )	\$ <u>3240.00</u>
105.	12 EA	STUMP REMOVED <u>Four Hundred</u> Dollars and <u>No</u> cents (\$ <u>400.00</u> )	\$ <u>4800.00</u>
120.1	3,400 CY	UNCLASSIFIED EXCAVATION <u>Thirty Two</u> Dollars and <u>No</u> cents (\$ <u>32.00</u> )	\$ <u>108800.00</u>
121.	50 CY	CLASS A ROCK EXCAVATION <u>Twenty Five</u> Dollars and <u>No</u> cents (\$ <u>25.00</u> )	\$ <u>1250.00</u>
129	2,750 SY	PAVEMENT MILLING <u>Six</u> Dollars and <u>No</u> cents (\$ <u>6.00</u> )	\$ <u>16500.00</u>
141.1	145 CY	TEST PIT FOR EXPLORATION <u>Seventy</u> Dollars and <u>No</u> cents (\$ <u>70.00</u> )	\$ <u>10150.00</u>
144	70 CY	CLASS B ROCK EXCAVATION <u>One Hundred Fifty</u> Dollars and <u>No</u> cents (\$ <u>150.00</u> )	\$ <u>10500.00</u>
146.	15 EA	DRAINAGE STRUCTURE REMOVED <u>Three Hundred Fifty</u> Dollars and <u>No</u> cents (\$ <u>350.00</u> )	\$ <u>5250.00</u>



Town of Natick

Proposed Roadway Improvements to Cottage Street  
Addendum No. 1

BID NUMBER:

BIDDER NAME:

Item No.	Estimated Quantity	Brief Description; Unit or Lump Sum Price Bid in Both Words and Figures	Total in Figures (Unit Price Times Est. Quantity)
151.	4,000 CY	GRAVEL BORROW <u>Forty Five</u> Dollars and <u>No</u> cents (\$ <u>45.00</u> )	\$ <u>180 000.00</u>
156.	680 TON	CRUSHED STONE <u>Forty Five</u> Dollars and <u>No</u> cents (\$ <u>45.00</u> )	\$ <u>30600.00</u>
170.	19,500 SY	FINE GRADING AND COMPACTING <u>Three</u> Dollars and <u>No</u> cents (\$ <u>3.00</u> )	\$ <u>58500.00</u>
201.	17 EA	CATCH BASIN <u>Two Thousand Five Hundred</u> Dollars and <u>cents</u> (\$ <u>25 00.00</u> )	\$ <u>42500.00</u>
201.2	22 EA	DOUBLE-GRATE CATCH BASIN <u>Three Thousand</u> Dollars and <u>No</u> cents (\$ <u>3000.00</u> )	\$ <u>66000.00</u>
202.	27 EA	MANHOLE <u>Two Thousand Five Hundred</u> Dollars and <u>No</u> cents (\$ <u>2500.00</u> )	\$ <u>67500.00</u>
202.1	5 EA	DEEP SUMP MANHOLE <u>Three Thousand</u> Dollars and <u>No</u> cents (\$ <u>3000.00</u> )	\$ <u>15000.00</u>
203.5	1 EA	WATER QUALITY STRUCTURE <u>Sixteen Thousand</u> Dollars and <u>No</u> cents (\$ <u>16000.00</u> )	\$ <u>16000.00</u>
203.6	1 EA	OUTLET CONTROL STRUCTURE <u>Three Thousand</u> Dollars and <u>No</u> cents (\$ <u>3000.00</u> )	\$ <u>3000.00</u>
203.7	1 LS	SUBSURFACE CHAMBER SYSTEM <u>Twenty Six Thousand</u> Dollars and <u>No</u> cents (\$ <u>26000.00</u> )	\$ <u>26000.00</u>



Town of Natick

Proposed Roadway Improvements to Cottage Street  
Addendum No. 1

BID NUMBER:

BIDDER NAME:

Item No.	Estimated Quantity	Brief Description; Unit or Lump Sum Price Bid in Both Words and Figures	Total in Figures (Unit Price Times Est. Quantity)
204.	3 EA	GUTTER INLET <i>One Thousand Five Hundred</i> Dollars and <i>no</i> cents (\$ <i>1500.00</i> )	\$ <i>4500.00</i>
204.32	4 EA	DOUBLE GRATE GUTTER INLET <i>One Thousand Six Hundred</i> Dollars and <i>no</i> cents (\$ <i>1600.00</i> )	\$ <i>6400.00</i>
220.	18 EA	DRAINAGE STRUCTURE ADJUSTED <i>Two Hundred Twenty</i> Dollars and <i>no</i> cents (\$ <i>220.00</i> )	\$ <i>3960.00</i>
220.3	1 EA	DRAINAGE STRUCTURE CHANGE IN TYPE <i>Two Hundred Seventy Five</i> Dollars and <i>no</i> cents (\$ <i>275.00</i> )	\$ <i>275.00</i>
220.7	18 EA	SANITARY STRUCTURE ADJUSTED <i>Two Hundred Twenty Five</i> Dollars and <i>no</i> cents (\$ <i>225.00</i> )	\$ <i>4050.00</i>
220.8	3 EA	SANITARY STRUCTURE REMODELED <i>Three Hundred Fifty</i> Dollars and <i>no</i> cents (\$ <i>350.00</i> )	\$ <i>1050.00</i>
222.3	57 EA	FRAME AND GRATE (OR COVER) MUNICIPAL STANDARD <i>Six Hundred</i> Dollars and <i>no</i> cents (\$ <i>600.00</i> )	\$ <i>34200.00</i>
222.32	26 EA	SINGLE FRAME AND DOUBLE GRATE - MUNICIPAL STANDARD <i>One Thousand Two Hundred</i> Dollars and <i>no</i> cents (\$ <i>1200.00</i> )	\$ <i>31200.00</i>
222.4	2 EA	SPECIAL CATCH BASIN BEEHIVE GRATE <i>Seven Hundred Ten</i> Dollars and <i>no</i> cents (\$ <i>710.00</i> )	\$ <i>1420.00</i>
236.	15 FT	PVC DRAINAGE PIPE, DIAMETER ≤ 12 INCHES <i>Fifty</i> Dollars and <i>no</i> cents (\$ <i>50.00</i> )	\$ <i>750.00</i>

2/3/2017

00300-5

Bid Form



Town of Natick

Proposed Roadway Improvements to Cottage Street  
Addendum No. 1

BID NUMBER:

BIDDER NAME:

Item No.	Estimated Quantity	Brief Description; Unit or Lump Sum Price Bid in Both Words and Figures	Total in Figures (Unit Price Times Est. Quantity)
238.08	300 FT	8 INCH DUCTILE IRON PIPE <u>Seventy Eight</u> Dollars and <u>No</u> cents (\$ <u>78.00</u> )	\$ <u>23400.00</u>
238.10	10 FT	10 INCH DUCTILE IRON PIPE <u>Ninety Five</u> Dollars and <u>No</u> cents (\$ <u>95.00</u> )	\$ <u>950.00</u>
238.12	530 FT	12 INCH DUCTILE IRON PIPE <u>Ninety</u> Dollars and <u>No</u> cents (\$ <u>90.00</u> )	\$ <u>47700.00</u>
241.12	550 FT	12 INCH REINFORCED CONCRETE PIPE <u>Sixty Three</u> Dollars and <u>No</u> cents (\$ <u>63.00</u> )	\$ <u>34650.00</u>
241.15	95 FT	15 INCH REINFORCED CONCRETE PIPE <u>Eighty Two</u> Dollars and <u>No</u> cents (\$ <u>82.00</u> )	\$ <u>7790.00</u>
243.12	35 FT	12 INCH REINFORCED CONCRETE PIPE CLASS IV <u>Seventy Five</u> Dollars and <u>No</u> cents (\$ <u>75.00</u> )	\$ <u>2625.00</u>
244.12	385 FT	12 INCH REINFORCED CONCRETE PIPE CLASS V <u>Seventy</u> Dollars and <u>No</u> cents (\$ <u>70.00</u> )	\$ <u>26950.00</u>
258.	20 SY	STONE FOR PIPE ENDS <u>Thirty</u> Dollars and <u>No</u> cents (\$ <u>30.00</u> )	\$ <u>600.00</u>
299.01	1 EA	SIDEWALK INLET DRAIN <u>One Thousand Seven Hundred</u> Dollars and <u>No</u> cents (\$ <u>1700.00</u> )	\$ <u>1700.00</u>

2/3/2017

00300-6

Bid Form



BID NUMBER:

BIDDER NAME:

Item No.	Estimated Quantity	Brief Description; Unit or Lump Sum Price Bid in Both Words and Figures	Total in Figures (Unit Price Times Est. Quantity)
326.	1 LS	6-INCH WATER MAIN RELOCATION AND APPURTENANCES <u>Sixty Thousand</u> Dollars and <u>no</u> cents (\$ <u>60,000.00</u> )	\$ <u>60,000.00</u>
357.	6 EA	GATE BOX <u>Two Hundred Seventy Five</u> Dollars and <u>no</u> cents (\$ <u>275.00</u> )	\$ <u>1,650.00</u>
358.	37 EA	GATE BOX ADJUSTED <u>One Hundred Seventy Five</u> Dollars and <u>no</u> cents (\$ <u>175.00</u> )	\$ <u>6,475.00</u>
371.06	2 EA	6 INCH COUPLING <u>One Hundred Ten</u> Dollars and <u>no</u> cents (\$ <u>110.00</u> )	\$ <u>220.00</u>
373.06	120 FT	6 INCH WATER PIPE INSULATION <u>One Hundred Ten</u> Dollars and <u>no</u> cents (\$ <u>110.00</u> )	\$ <u>13,200.00</u>
381.01	3 EA	SERVICE BOX (MUNICIPAL STANDARD) <u>Two Hundred Seventy Five</u> Dollars and <u>no</u> cents (\$ <u>275.00</u> )	\$ <u>825.00</u>
381.3	11 EA	SERVICE BOX ADJUSTED <u>One Hundred Eighty Five</u> Dollars and <u>no</u> cents (\$ <u>185.00</u> )	\$ <u>2,035.00</u>
403.	8,100 SY	RECLAIMED PAVEMENT FOR BASE COURSE AND/OR SUB-BASE <u>Eight</u> Dollars and <u>no</u> cents (\$ <u>8.00</u> )	\$ <u>64,800.00</u>
403.1	630 TON	CRUSHED STONE FOR BLENDING <u>Twenty</u> Dollars and <u>no</u> cents (\$ <u>20.00</u> )	\$ <u>12,600.00</u>



BID NUMBER:

BIDDER NAME:

Item No.	Estimated Quantity	Brief Description; Unit or Lump Sum Price Bid in Both Words and Figures	Total in Figures (Unit Price Times Est. Quantity)
440.	60,000 LB	CALCIUM CHLORIDE FOR ROADWAY DUST CONTROL <u>NO</u> Dollars and <u>THIRTY FIVE</u> cents (\$ <u>.35</u> )	\$ <u>21000.00</u>
443.	135 MGL	WATER FOR ROADWAY DUST CONTROL <u>Ten</u> Dollars and <u>NO</u> cents (\$ <u>10.00</u> )	\$ <u>1350.00</u>
460.	4,600 TON	HOT MIX ASPHALT <u>Seventy Nine</u> Dollars and <u>Fifty</u> cents (\$ <u>79.50</u> )	\$ <u>365700.00</u>
464.	1,750 GAL	BITUMEN FOR TACK COAT <u>Five</u> Dollars and <u>no</u> cents (\$ <u>5.00</u> )	\$ <u>8750.00</u>
464.5	7,800 FT	HOT POURED RUBBERIZED ASPHALT SEALER <u>Eight</u> Dollars and <u>no</u> cents (\$ <u>8.00</u> )	\$ <u>62400.00</u>
470.2	1,275 FT	HOT MIX ASPHALT BERM, TYPE A - MODIFIED <u>Four</u> Dollars and <u>no</u> cents (\$ <u>4.00</u> )	\$ <u>5100.00</u>
472.	125 TON	HOT MIX ASPHALT FOR MISCELLANEOUS WORK <u>One Hundred Forty</u> Dollars and <u>no</u> cents (\$ <u>140.00</u> )	\$ <u>17500.00</u>
506.	4,500 FT	GRANITE CURB, TYPE VB - STRAIGHT <u>Forty One</u> Dollars and <u>no</u> cents (\$ <u>41.00</u> )	\$ <u>184500.00</u>
506.1	350 FT	GRANITE CURB, TYPE VB - CURVED <u>Forty Five</u> Dollars and <u>no</u> cents (\$ <u>45.00</u> )	\$ <u>15750.00</u>



BID NUMBER:

BIDDER NAME:

Item No.	Estimated Quantity	Brief Description; Unit or Lump Sum Price Bid in Both Words and Figures	Total in Figures (Unit Price Times Est. Quantity)
509.	720 FT	GRANITE TRANSITION CURB FOR WHEELCHAIR RAMPS - STRAIGHT <u>Forty</u> Dollars and <u>no</u> cents (\$ <u>40.00</u> )	\$ <u>28800.00</u>
509.1	220 FT	GRANITE TRANSITION CURB FOR WHEELCHAIR RAMPS - CURVED <u>Forty Two</u> Dollars and <u>no</u> cents (\$ <u>42.00</u> )	\$ <u>9240.00</u>
514.	2 EA	GRANITE CURB INLET - STRAIGHT <u>Three Hundred Fifty</u> Dollars and <u>no</u> cents (\$ <u>350.00</u> )	\$ <u>700.00</u>
514.1	8 EA	GRANITE CURB INLET DOUBLE WIDE - STRAIGHT <u>Four Hundred</u> Dollars and <u>no</u> cents (\$ <u>400.00</u> )	\$ <u>3200.00</u>
520.	110 FT	CONCRETE CURB <u>Thirty</u> Dollars and <u>no</u> cents (\$ <u>30.00</u> )	\$ <u>3300.00</u>
580.	180 FT	CURB REMOVED AND RESET <u>Sixteen</u> Dollars and <u>no</u> cents (\$ <u>16.00</u> )	\$ <u>2880.00</u>
581.	5 EA	CURB INLET REMOVED AND RESET <u>One Hundred Sixty</u> Dollars and <u>no</u> cents (\$ <u>160.00</u> )	\$ <u>800.00</u>
590.	800 FT	CURB REMOVED AND STACKED <u>Three</u> Dollars and <u>Fifty</u> cents (\$ <u>3.50</u> )	\$ <u>2800.00</u>
620.1	152 FT	STEEL W BEAM HIGHWAY GUARD (SINGLE FACED) <u>Sixty Three</u> Dollars and <u>no</u> cents (\$ <u>63.00</u> )	\$ <u>9576.00</u>



**BID NUMBER:****BIDDER NAME:**

Item No.	Estimated Quantity	Brief Description; Unit or Lump Sum Price Bid in Both Words and Figures	Total in Figures (Unit Price Times Est. Quantity)
627.1	1 EA	STEEL W BEAM TERMINAL SECTION (SINGLE FACED) <u>One Hundred Twenty Five</u> Dollars and <u>no</u> cents (\$ <u>125.00</u> )	\$ <u>125.00</u>
627.9	1 EA	STEEL BEAM HIGHWAY GUARD FLARED END TREATMENT <u>Two thousand Nine Hundred Fifty</u> Dollars and <u>no</u> cents (\$ <u>2950.00</u> )	\$ <u>2950.00</u>
655.2	90 FT	ORNAMENTAL HAND RAIL <u>One hundred Twenty</u> Dollars and <u>no</u> cents (\$ <u>120.00</u> )	\$ <u>10800.00</u>
670.	120 FT	FENCE REMOVED AND RESET <u>Twenty Nine</u> Dollars and <u>no</u> cents (\$ <u>29.00</u> )	\$ <u>3480.00</u>
685.	40 CY	STONE MASONRY WALL IN CEMENT MORTAR <u>Seven hundred Twenty Five</u> Dollars and <u>no</u> cents (\$ <u>725.00</u> )	\$ <u>29000.00</u>
691.	60 FT	BALANCE STONE WALL REMOVED AND REBUILT <u>One hundred Twenty Five</u> Dollars and <u>no</u> cents (\$ <u>125.00</u> )	\$ <u>7500.00</u>
697.	3,800 FT	SEDIMENTATION FENCE <u>Five</u> Dollars and <u>no</u> cents (\$ <u>5.00</u> )	\$ <u>19000.00</u>
697.11	60 EA	INLET SEDIMENT FILTER BAG <u>One hundred Ten</u> Dollars and <u>no</u> cents (\$ <u>110.00</u> )	\$ <u>6600.00</u>
698.3	135 SY	GEOTEXTILE FABRIC FOR SEPARATION <u>Three</u> Dollars and <u>Seventy Five</u> cents (\$ <u>3.75</u> )	\$ <u>506.25</u>



**BID NUMBER:****BIDDER NAME:**

Item No.	Estimated Quantity	Brief Description; Unit or Lump Sum Price Bid in Both Words and Figures	Total in Figures (Unit Price Times Est. Quantity)
701.	360 SY	CEMENT CONCRETE SIDEWALK <u>Thirty Eight</u> Dollars and <u>no</u> cents (\$ <u>38.00</u> )	\$ <u>13680.00</u>
701.1	105 SY	CEMENT CONCRETE SIDEWALK AT DRIVEWAYS <u>Forty Six</u> Dollars and <u>no</u> cents (\$ <u>46.00</u> )	\$ <u>4830.00</u>
701.2	220 SY	CEMENT CONCRETE WHEELCHAIR RAMP <u>Sixty</u> Dollars and <u>no</u> cents (\$ <u>60.00</u> )	\$ <u>13200.00</u>
702.	420 TON	HOT MIX ASPHALT WALK SURFACE <u>One Hundred Thirty Five</u> Dollars and <u>no</u> cents (\$ <u>135.00</u> )	\$ <u>56700.00</u>
703.	400 TON	HOT MIX ASPHALT DRIVEWAY <u>One Hundred Thirty Five</u> Dollars and <u>no</u> cents (\$ <u>135.00</u> )	\$ <u>54000.00</u>
704.2.	80 SY	GRAVEL FOR DRIVEWAYS <u>Eleven</u> Dollars and <u>no</u> cents (\$ <u>11.00</u> )	\$ <u>880.00</u>
705.1.	50 SY	FLAGSTONE WALK REMOVED AND RESET <u>Seventy Five</u> Dollars and <u>no</u> cents (\$ <u>75.00</u> )	\$ <u>3750.00</u>
706.1.	14 SY	BRICK WALK REMOVED AND RELAID <u>Seventy Five</u> Dollars and <u>no</u> cents (\$ <u>75.00</u> )	\$ <u>1050.00</u>
710.4.	1 EA	BOUND - PLAIN GRANITE <u>Three Hundred Fifty</u> Dollars and <u>no</u> cents (\$ <u>350.00</u> )	\$ <u>350.00</u>
711.	6 EA	BOUND REMOVED AND RESET <u>Three Hundred</u> Dollars and <u>no</u> cents (\$ <u>300.00</u> )	\$ <u>1800.00</u>



BID NUMBER:

BIDDER NAME:

Item No.	Estimated Quantity	Brief Description; Unit or Lump Sum Price Bid in Both Words and Figures	Total in Figures (Unit Price Times Est. Quantity)
715.	14 EA	RURAL MAIL BOX REMOVED AND RESET <u>Three Hundred</u> Dollars and <u>no</u> cents (\$ <u>300.00</u> )	\$ <u>4200.00</u>
751.	680 CY	LOAM BORROW <u>Forty Five</u> Dollars and <u>no</u> cents (\$ <u>45.00</u> )	\$ <u>30600.00</u>
756	1 LS	NPDES STORMWATER POLLUTION PREVENTION PLAN <u>Four Thousand Five Hundred</u> Dollars and <u>no</u> cents (\$ <u>4500.00</u> )	\$ <u>4500.00</u>
765.	6,160 SY	SEEDING <u>One</u> Dollars and <u>Eighty</u> cents (\$ <u>1.80</u> )	\$ <u>11088.00</u>
767.12	3,800 FT	COMPOST FILTER TUBES <u>Six</u> Dollars and <u>no</u> cents (\$ <u>6.00</u> )	\$ <u>22800.00</u>
767.2	6,160 SY	HAY MULCH <u>no</u> Dollars and <u>Eighty</u> cents (\$ <u>.80</u> )	\$ <u>4928.00</u>
767.6	21 CY	AGED PINE BARK MULCH <u>Sixty Five</u> Dollars and <u>no</u> cents (\$ <u>65.00</u> )	\$ <u>1365.00</u>
767.9	350 SY	MATting FOR EROSION CONTROL <u>Five</u> Dollars and <u>no</u> cents (\$ <u>5.00</u> )	\$ <u>1750.00</u>
769.	160 FT	PAVEMENT MILLING MULCH UNDER GUARD RAIL <u>Seven</u> Dollars and <u>no</u> cents (\$ <u>7.00</u> )	\$ <u>1120.00</u>



**BID NUMBER:****BIDDER NAME:**

Item No.	Estimated Quantity	Brief Description; Unit or Lump Sum Price Bid in Both Words and Figures	Total in Figures (Unit Price Times Est. Quantity)
775.035	3 EA	HOPHORNBEAM - AMERICAN 2-2.5 INCH CALIPER <u>Five Hundred Twenty Nine</u> Dollars and <u>no</u> cents (\$ <u>529.00</u> )	\$ <u>1587.00</u>
785.633	41 EA	INKBERRY 2-3 FEET <u>Twenty Nine</u> Dollars and <u>no</u> cents (\$ <u>99.00</u> )	\$ <u>4059.00</u>
786.021	10 EA	PRINCE OF WALES JUNIPER 18-24 INCH SPREAD <u>Sixty Five</u> Dollars and <u>no</u> cents (\$ <u>65.00</u> )	\$ <u>650.00</u>
787.233	13 EA	YEW - HATFIELD 2-3 FEET <u>One Hundred Eleven</u> Dollars and <u>no</u> cents (\$ <u>111.00</u> )	\$ <u>1443.00</u>
796.223	14 EA	SHRUB ROSE KNOCK OUT 18-24 INCH <u>Fifty Three</u> Dollars and <u>no</u> cents (\$ <u>53.00</u> )	\$ <u>742.00</u>
796.427	17 EA	FEATHER REED GRASS 2 GALLON <u>Thirty</u> Dollars and <u>no</u> cents (\$ <u>30.00</u> )	\$ <u>510.00</u>
796.79	8 EA	BLUE FORTUNE HYSSOP 2 GALLON <u>Thirty</u> Dollars and <u>no</u> cents (\$ <u>30.00</u> )	\$ <u>240.00</u>
804.2	80 FT	2 INCH ELECTRICAL CONDUIT TYPE NM - PLASTIC - (UL) <u>Thirty three</u> Dollars and <u>no</u> cents (\$ <u>33.00</u> )	\$ <u>2640.00</u>
811.31	2 EA	PULL BOX 12 X 12 INCHES - SD2.031 <u>Six Hundred Seventy</u> Dollars and <u>no</u> cents (\$ <u>670.00</u> )	\$ <u>1340.00</u>



**BID NUMBER:****BIDDER NAME:**

Item No.	Estimated Quantity	Brief Description; Unit or Lump Sum Price Bid in Both Words and Figures	Total in Figures (Unit Price Times Est. Quantity)
815.11	1 EA	RECTANGULAR RAPID FLASHING BEACON SYSTEM (AC) <u>Fifteen Thousand</u> Dollars and <u>no</u> cents (\$ <u>15000.00</u> )	\$ <u>15000.00</u>
815.12	2 EA	RECTANGULAR RAPID FLASHING BEACON SYSTEM (SOLAR) <u>Seventeen Thousand</u> Dollars and <u>no</u> cents (\$ <u>17000.00</u> )	\$ <u>34000.00</u>
832.	240 SF	WARNING-REGULATOR AND ROUTE MARKER - ALUM. PANEL (TYPE A) <u>Twelve</u> Dollars and <u>no</u> cents (\$ <u>12.00</u> )	\$ <u>2880.00</u>
832.1	1 EA	LED ILLUMINATED STOP SIGN AND POST (SOLAR) <u>Four Thousand Eight Hundred</u> Dollars and <u>no</u> cents (\$ <u>4800.00</u> )	\$ <u>4800.00</u>
833.5	5 EA	DEMOUNTABLE REFLECTORIZED DELINEATOR - GUARD RAIL <u>Ten</u> Dollars and <u>no</u> cents (\$ <u>10.00</u> )	\$ <u>50.00</u>
847.1	36 EA	SIGN SUP (N/GUIDE)+RTE MKR W/I BRKWAY POST ASSEMBLY-STEEL <u>One Hundred</u> Dollars and <u>no</u> cents (\$ <u>100.00</u> )	\$ <u>3600.00</u>
851.2	1 LS	TRAFFIC CONTROLS FOR CONSTRUCTION <u>Two Thousand</u> Dollars and <u>no</u> cents (\$ <u>2000.00</u> )	\$ <u>2000.00</u>
854.1	375 SF	PAVEMENT MARKING REMOVAL <u>One</u> Dollars and <u>Sixty Five</u> cents (\$ <u>1.65</u> )	\$ <u>618.75</u>



**BID NUMBER:****BIDDER NAME:**

Item No.	Estimated Quantity	Brief Description; Unit or Lump Sum Price Bid in Both Words and Figures	Total in Figures (Unit Price Times Est. Quantity)
854.012	950 FT	TEMPORARY PAVING MARKINGS – 12 INCH (PAINT) <u>One</u> Dollars and <u>Fifteen</u> cents (\$ <u>1.15</u> )	\$ <u>1092.50</u>
854.014	5,100 FT	TEMPORARY PAVING MARKINGS – 4 INCH (PAINT) <u>No</u> Dollars and <u>Fifteen</u> cents (\$ <u>.15</u> )	\$ <u>765.00</u>
854.14	90 SF	TEMPORARY PAVING MARKINGS – ARROWS AND LEGENDS (PAINT) <u>Two</u> Dollars and <u>Twenty Five</u> cents (\$ <u>2.25</u> )	\$ <u>202.50</u>
864.04	525 SF	PAVEMENT ARROWS AND LEGENDS REFL. WHITE (THERMOPLASTIC) <u>Five</u> Dollars and <u>Twenty Five</u> cents (\$ <u>5.25</u> )	\$ <u>2756.25</u>
866.104	13,000 FT	4 INCH REFLECTORIZED WHITE LINE (THERMOPLASTIC) <u>No</u> Dollars and <u>Forty Eight</u> cents (\$ <u>.48</u> )	\$ <u>6240.00</u>
866.112	675 FT	12 INCH REFLECTORIZED WHITE LINE (THERMOPLASTIC) <u>Two</u> Dollars and <u>Twenty Five</u> cents (\$ <u>2.25</u> )	\$ <u>1518.75</u>
867.104	13,800 FT	4 INCH REFLECTORIZED YELLOW LINE (THERMOPLASTIC) <u>No</u> Dollars and <u>Forty Eight</u> cents (\$ <u>.48</u> )	\$ <u>6624.00</u>
867.108	110 FT	8 INCH REFLECTORIZED YELLOW LINE (THERMOPLASTIC) <u>One</u> Dollars and <u>Seventy Five</u> cents (\$ <u>1.75</u> )	\$ <u>192.50</u>



**BID NUMBER:****BIDDER NAME:**

Item No.	Estimated Quantity	Brief Description; Unit or Lump Sum Price Bid in Both Words and Figures	Total in Figures (Unit Price Times Est. Quantity)
874.	2 EA	STREET NAME SIGN <u>One Hundred</u> Dollars and <u>no</u> cents (\$ <u>100.00</u> )	\$ <u>200.00</u>
874.1	9 EA	STREET SIGN REMOVED AND RESET <u>One Hundred Twenty</u> Dollars and <u>no</u> cents (\$ <u>120.00</u> )	\$ <u>1080.00</u>
874.2	2 EA	TRAFFIC SIGN REMOVED AND RESET <u>One Hundred Fifty</u> Dollars and <u>no</u> cents (\$ <u>150.00</u> )	\$ <u>300.00</u>
874.4	28 EA	TRAFFIC SIGN REMOVED AND STACKED <u>Thirty</u> Dollars and <u>no</u> cents (\$ <u>30.00</u> )	\$ <u>840.00</u>
877.2	11 EA	SIGN POST REMOVED AND STACKED <u>Thirty</u> Dollars and <u>no</u> cents (\$ <u>30.00</u> )	\$ <u>330.00</u>
901.	20 CY	4000PSI, 1.5 IN., 565 CEMENT CONCRETE <u>Five Hundred Seventy Five</u> Dollars and <u>no</u> cents (\$ <u>575.00</u> )	\$ <u>11500.00</u>
983.52	5 CY	MODIFIED ROCK FILL <u>Thirty</u> Dollars and <u>no</u> cents (\$ <u>30.00</u> )	\$ <u>150.00</u>
999.001	3,600 MH	POLICE DETAIL <u>FIFTY</u> Dollars and <u>ZERO</u> cents (\$ <u>50.00</u> )	\$ <u>180,000.00</u>



Town of Natick

Proposed Roadway Improvements to Cottage Street  
Addendum No. 1

**BID NUMBER:**

**BIDDER NAME:**

Item No.	Estimated Quantity	Brief Description; Unit or Lump Sum Price Bid in Both Words and Figures	Total in Figures (Unit Price Times Est. Quantity)
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**TOTAL BASE BID** *Two Million Four Hundred  
Sixty Four Thousand Eight Hundred Fourteen Dollars Fifty Cents*

\_\_\_\_\_ cents (\$ 2,464,814.50 ) \$ 2,464,814.50

**ADD ALTERNATE NO. 1:**

Item No.	Estimated Quantity	Brief Description; Unit or Lump Sum Price Bid in Both Words and Figures	Total in Figures (Unit Price Times Est. Quantity)
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703.9      750 SF      IMPRINTED CROSSWALK

*Thirty Two* Dollars and  
*Seventy Five* cents (\$ 32.75 ) \$ 24562.50

**TOTAL ADD ALTERNATE NO. 1 BID**

*Twenty Four Thousand Dollars and  
Six Hundred Sixty Two Dollars Fifty Cents*  
\_\_\_\_\_ cents (\$ 2489372.00 ) \$ 2489372.00 *25*

**TOTAL BID INCLUSIVE OF ADD ALTERNATE NO. 1:**

**TOTAL BID** *Two Million Four Hundred Eighty Nine  
Thousand Three Hundred Seventy Seven Dollars No Cents*

\_\_\_\_\_ cents (\$ 2,489,372.00 ) \$ 2,489,372.00



**BID NUMBER:****BIDDER NAME:**

Item No.	Estimated Quantity	Brief Description; Unit or Lump Sum Price Bid in Both Words and Figures	Total in Figures (Unit Price Times Est. Quantity)
100.91	1 LS	PRE AND POST CONSTRUCTION SURVEY GEOTECHNICAL INSTRUMENTATION AND MONITORING – 67 COTTAGE STREET ____ Dollars and ____ cents (\$ _____)	\$ _____
102.1	2,160 FT	TREE TRIMMING ____ Dollars and ____ cents (\$ _____)	\$ _____
102.5	36 EA	ROADSIDE TREE PROTECTION ____ Dollars and ____ cents (\$ _____)	\$ _____
105.	12 EA	STUMP REMOVED ____ Dollars and ____ cents (\$ _____)	\$ _____
120.1	3,400 CY	UNCLASSIFIED EXCAVATION ____ Dollars and ____ cents (\$ _____)	\$ _____
121.	50 CY	CLASS A ROCK EXCAVATION ____ Dollars and ____ cents (\$ _____)	\$ _____
129	2,750 SY	PAVEMENT MILLING ____ Dollars and ____ cents (\$ _____)	\$ _____
141.1	145 CY	TEST PIT FOR EXPLORATION ____ Dollars and ____ cents (\$ _____)	\$ _____
144	70 CY	CLASS B ROCK EXCAVATION ____ Dollars and ____ cents (\$ _____)	\$ _____
146.	15 EA	DRAINAGE STRUCTURE REMOVED ____ Dollars and ____ cents (\$ _____)	\$ _____

**BID NUMBER:****BIDDER NAME:**

Item No.	Estimated Quantity	Brief Description; Unit or Lump Sum Price Bid in Both Words and Figures	Total in Figures (Unit Price Times Est. Quantity)
151.	4,000 CY	GRAVEL BORROW ____ Dollars and ____ cents (\$____)	\$____
156.	680 TON	CRUSHED STONE ____ Dollars and ____ cents (\$____)	\$____
170.	19,500 SY	FINE GRADING AND COMPACTING ____ Dollars and ____ cents (\$____)	\$____
201.	17 EA	CATCH BASIN ____ Dollars and ____ cents (\$____)	\$____
201.2	22 EA	DOUBLE-GRATE CATCH BASIN ____ Dollars and ____ cents (\$____)	\$____
202.	27 EA	MANHOLE ____ Dollars and ____ cents (\$____)	\$____
202.1	5 EA	DEEP SUMP MANHOLE ____ Dollars and ____ cents (\$____)	\$____
203.5	1 EA	WATER QUALITY STRUCTURE ____ Dollars and ____ cents (\$____)	\$____
203.6	1 EA	OUTLET CONTROL STRUCTURE ____ Dollars and ____ cents (\$____)	\$____
203.7	1 LS	SUBSURFACE CHAMBER SYSTEM ____ Dollars and ____ cents (\$____)	\$____

**BID NUMBER:****BIDDER NAME:**

Item No.	Estimated Quantity	Brief Description; Unit or Lump Sum Price Bid in Both Words and Figures	Total in Figures (Unit Price Times Est. Quantity)
204.	3 EA	GUTTER INLET ____ Dollars and ____ cents (\$____)	\$____
204.32	4 EA	DOUBLE GRATE GUTTER INLET ____ Dollars and ____ cents (\$____)	\$____
220.	18 EA	DRAINAGE STRUCTURE ADJUSTED ____ Dollars and ____ cents (\$____)	\$____
220.3	1 EA	DRAINAGE STRUCTURE CHANGE IN TYPE ____ Dollars and ____ cents (\$____)	\$____
220.7	18 EA	SANITARY STRUCTURE ADJUSTED ____ Dollars and ____ cents (\$____)	\$____
220.8	3 EA	SANITARY STRUCTURE REMODELED ____ Dollars and ____ cents (\$____)	\$____
222.3	57 EA	FRAME AND GRATE (OR COVER) MUNICIPAL STANDARD ____ Dollars and ____ cents (\$____)	\$____
222.32	25 EA	SINGLE FRAME AND DOUBLE GRATE - MUNICIPAL STANDARD ____ Dollars and ____ cents (\$____)	\$____
222.4	2 EA	SPECIAL CATCH BASIN BEEHIVE GRATE ____ Dollars and ____ cents (\$____)	\$____
236.	15 FT	PVC DRAINAGE PIPE, DIAMETER <= 12 INCHES ____ Dollars and ____ cents (\$____)	\$____

**BID NUMBER:****BIDDER NAME:**

Item No.	Estimated Quantity	Brief Description; Unit or Lump Sum Price Bid in Both Words and Figures	Total in Figures (Unit Price Times Est. Quantity)
238.08	300 FT	8 INCH DUCTILE IRON PIPE _____ Dollars and _____ cents (\$ _____)	\$ _____
238.10	10 FT	10 INCH DUCTILE IRON PIPE _____ Dollars and _____ cents (\$ _____)	\$ _____
238.12	530 FT	12 INCH DUCTILE IRON PIPE _____ Dollars and _____ cents (\$ _____)	\$ _____
241.12	550 FT	12 INCH REINFORCED CONCRETE PIPE _____ Dollars and _____ cents (\$ _____)	\$ _____
241.15	95 FT	15 INCH REINFORCED CONCRETE PIPE _____ Dollars and _____ cents (\$ _____)	\$ _____
243.12	35 FT	12 INCH REINFORCED CONCRETE PIPE CLASS IV _____ Dollars and _____ cents (\$ _____)	\$ _____
244.12	385 FT	12 INCH REINFORCED CONCRETE PIPE CLASS V _____ Dollars and _____ cents (\$ _____)	\$ _____
258.	20 SY	STONE FOR PIPE ENDS _____ Dollars and _____ cents (\$ _____)	\$ _____
299.01	1 EA	SIDEWALK INLET DRAIN _____ Dollars and _____ cents (\$ _____)	\$ _____
309.	200 LB	DUCTILE IRON FITTINGS FOR WATER PIPE _____ Dollars and _____ cents (\$ _____)	\$ _____

Town of Natick

Proposed Roadway Improvements to Cottage Street

**BID NUMBER:****BIDDER NAME:**

Item No.	Estimated Quantity	Brief Description; Unit or Lump Sum Price Bid in Both Words and Figures	Total in Figures (Unit Price Times Est. Quantity)
357.	6 EA	GATE BOX ____ Dollars and ____ cents (\$ _____)	\$ _____
358.	37 EA	GATE BOX ADJUSTED ____ Dollars and ____ cents (\$ _____)	\$ _____
371.06	2 EA	6 INCH COUPLING ____ Dollars and ____ cents (\$ _____)	\$ _____
373.06	120 FT	6 INCH WATER PIPE INSULATION ____ Dollars and ____ cents (\$ _____)	\$ _____
381.01	3 EA	SERVICE BOX (MUNICIPAL STANDARD) ____ Dollars and ____ cents (\$ _____)	\$ _____
381.3	11 EA	SERVICE BOX ADJUSTED ____ Dollars and ____ cents (\$ _____)	\$ _____
403.	8,100 SY	RECLAIMED PAVEMENT FOR BASE COURSE AND/OR SUB-BASE ____ Dollars and ____ cents (\$ _____)	\$ _____
403.1	630 TON	CRUSHED STONE FOR BLENDING ____ Dollars and ____ cents (\$ _____)	\$ _____
440.	60,000 LB	CALCIUM CHLORIDE FOR ROADWAY DUST CONTROL ____ Dollars and ____ cents (\$ _____)	\$ _____

Town of Natick

Proposed Roadway Improvements to Cottage Street

**BID NUMBER:****BIDDER NAME:**

Item No.	Estimated Quantity	Brief Description; Unit or Lump Sum Price Bid in Both Words and Figures	Total in Figures (Unit Price Times Est. Quantity)
443.	135 MGL	WATER FOR ROADWAY DUST CONTROL ____ Dollars and ____ cents (\$ _____)	\$ _____
460.	4,600 TON	HOT MIX ASPHALT ____ Dollars and ____ cents (\$ _____)	\$ _____
464.	1,750 GAL	BITUMEN FOR TACK COAT ____ Dollars and ____ cents (\$ _____)	\$ _____
464.5	7,800 FT	HOT POURED RUBBERIZED ASPHALT SEALER ____ Dollars and ____ cents (\$ _____)	\$ _____
470.2	1,275 FT	HOT MIX ASPHALT BERM, TYPE A – MODIFIED ____ Dollars and ____ cents (\$ _____)	\$ _____
472.	125 TON	HOT MIX ASPHALT FOR MISCELLANEOUS WORK ____ Dollars and ____ cents (\$ _____)	\$ _____
506.	4,500 FT	GRANITE CURB, TYPE VB – STRAIGHT ____ Dollars and ____ cents (\$ _____)	\$ _____
506.1	350 FT	GRANITE CURB, TYPE VB – CURVED ____ Dollars and ____ cents (\$ _____)	\$ _____
509.	720 FT	GRANITE TRANSITION CURB FOR WHEELCHAIR RAMPS – STRAIGHT ____ Dollars and ____ cents (\$ _____)	\$ _____

Town of Natick

Proposed Roadway Improvements to Cottage Street

**BID NUMBER:****BIDDER NAME:**

Item No.	Estimated Quantity	Brief Description; Unit or Lump Sum Price Bid in Both Words and Figures	Total in Figures (Unit Price Times Est. Quantity)
509.1	220 FT	GRANITE TRANSITION CURB FOR WHEELCHAIR RAMPS – CURVED	
		_____ Dollars and	
		_____ cents (\$ _____)	\$ _____
514.	2 EA	GRANITE CURB INLET - STRAIGHT	
		_____ Dollars and	
		_____ cents (\$ _____)	\$ _____
514.1	8 EA	GRANITE CURB INLET DOUBLE WIDE – STRAIGHT	
		_____ Dollars and	
		_____ cents (\$ _____)	\$ _____
520.	110 FT	CONCRETE CURB	
		_____ Dollars and	
		_____ cents (\$ _____)	\$ _____
580.	180 FT	CURB REMOVED AND RESET	
		_____ Dollars and	
		_____ cents (\$ _____)	\$ _____
581.	5 EA	CURB INLET REMOVED AND RESET	
		_____ Dollars and	
		_____ cents (\$ _____)	\$ _____
590.	800 FT	CURB REMOVED AND STACKED	
		_____ Dollars and	
		_____ cents (\$ _____)	\$ _____
620.1	152 FT	STEEL W BEAM HIGHWAY GUARD (SINGLE FACED)	
		_____ Dollars and	
		_____ cents (\$ _____)	\$ _____
627.1	1 EA	STEEL W BEAM TERMINAL SECTION (SINGLE FACED)	
		_____ Dollars and	
		_____ cents (\$ _____)	\$ _____

**BID NUMBER:****BIDDER NAME:**

Item No.	Estimated Quantity	Brief Description; Unit or Lump Sum Price Bid in Both Words and Figures	Total in Figures (Unit Price Times Est. Quantity)
627.9	1 EA	STEEL BEAM HIGHWAY GUARD FLARED END TREATMENT ____ Dollars and ____ cents (\$____)	\$____
655.2	90 FT	ORNAMENTAL HAND RAIL ____ Dollars and ____ cents (\$____)	\$____
670.	120 FT	FENCE REMOVED AND RESET ____ Dollars and ____ cents (\$____)	\$____
685.	40 CY	STONE MASONRY WALL IN CEMENT MORTAR ____ Dollars and ____ cents (\$____)	\$____
691.	60 FT	BALANCE STONE WALL REMOVED AND REBUILT ____ Dollars and ____ cents (\$____)	\$____
697.	3,800 FT	SEDIMENTATION FENCE ____ Dollars and ____ cents (\$____)	\$____
697.11	10 EA	INLET SEDIMENT FILTER BAG ____ Dollars and ____ cents (\$____)	\$____
698.3	135 SY	GEOTEXTILE FABRIC FOR SEPARATION ____ Dollars and ____ cents (\$____)	\$____
701.	360 SY	CEMENT CONCRETE SIDEWALK ____ Dollars and ____ cents (\$____)	\$____

Town of Natick

Proposed Roadway Improvements to Cottage Street

**BID NUMBER:****BIDDER NAME:**

Item No.	Estimated Quantity	Brief Description; Unit or Lump Sum Price Bid in Both Words and Figures	Total in Figures (Unit Price Times Est. Quantity)
701.1	105 SY	CEMENT CONCRETE SIDEWALK AT DRIVEWAYS ____ Dollars and ____ cents (\$____)	\$____
701.2	220 SY	CEMENT CONCRETE WHEELCHAIR RAMP ____ Dollars and ____ cents (\$____)	\$____
702.	420 TON	HOT MIX ASPHALT WALK SURFACE ____ Dollars and ____ cents (\$____)	\$____
703.	400 TON	HOT MIX ASPHALT DRIVEWAY ____ Dollars and ____ cents (\$____)	\$____
704.2.	80 SY	GRAVEL FOR DRIVEWAYS ____ Dollars and ____ cents (\$____)	\$____
705.1.	50 SY	FLAGSTONE WALK REMOVED AND RESET ____ Dollars and ____ cents (\$____)	\$____
706.1.	14 SY	BRICK WALK REMOVED AND RELAID ____ Dollars and ____ cents (\$____)	\$____
710.4	1 EA	BOUND - PLAIN GRANITE ____ Dollars and ____ cents (\$____)	\$____
711.	6 EA	BOUND REMOVED AND RESET ____ Dollars and ____ cents (\$____)	\$____
715.	14 EA	RURAL MAIL BOX REMOVED AND RESET ____ Dollars and ____ cents (\$____)	\$____

**BID NUMBER:****BIDDER NAME:**

Item No.	Estimated Quantity	Brief Description; Unit or Lump Sum Price Bid in Both Words and Figures	Total in Figures (Unit Price Times Est. Quantity)
751.	680 CY	LOAM BORROW _____ Dollars and _____ cents (\$ _____)	\$ _____
756	1 LS	NPDES STORMWATER POLLUTION PREVENTION PLAN _____ Dollars and _____ cents (\$ _____)	\$ _____
765.	6,160 SY	SEEDING _____ Dollars and _____ cents (\$ _____)	\$ _____
767.12	3,800 FT	COMPOST FILTER TUBES _____ Dollars and _____ cents (\$ _____)	\$ _____
767.2	6,160 SY	HAY MULCH _____ Dollars and _____ cents (\$ _____)	\$ _____
767.6	21 CY	AGED PINE BARK MULCH _____ Dollars and _____ cents (\$ _____)	\$ _____
767.9	350 SY	MATTING FOR EROSION CONTROL _____ Dollars and _____ cents (\$ _____)	\$ _____
769.	160 FT	PAVEMENT MILLING MULCH UNDER GUARD RAIL _____ Dollars and _____ cents (\$ _____)	\$ _____
775.035	3 EA	HOPHORNBEAM – AMERICAN 2-2.5 INCH CALIPER _____ Dollars and _____ cents (\$ _____)	\$ _____

Town of Natick

Proposed Roadway Improvements to Cottage Street

BID NUMBER:

BIDDER NAME:

Item No.	Estimated Quantity	Brief Description; Unit or Lump Sum Price Bid in Both Words and Figures	Total in Figures (Unit Price Times Est. Quantity)
785.633	41 EA	INKBERRY 2-3 FEET ____ Dollars and ____ cents (\$____)	\$____
786.021	10 EA	PRINCE OF WALES JUNIPER 18-24 INCH SPREAD ____ Dollars and ____ cents (\$____)	\$____
787.233	13 EA	YEW - HATFIELD 2-3 FEET ____ Dollars and ____ cents (\$____)	\$____
796.223	14 EA	SHRUB ROSE KNOCK OUT 18-24 INCH ____ Dollars and ____ cents (\$____)	\$____
796.427	17 EA	FEATHER REED GRASS 2 GALLON ____ Dollars and ____ cents (\$____)	\$____
796.79	8 EA	BLUE FORTUNE HYSSOP 2 GALLON ____ Dollars and ____ cents (\$____)	\$____
804.2	80 FT	2 INCH ELECTRICAL CONDUIT TYPE NM - PLASTIC - (UL) ____ Dollars and ____ cents (\$____)	\$____
811.31	2 EA	PULL BOX 12 X 12 INCHES - SD2.031 ____ Dollars and ____ cents (\$____)	\$____
815.11	1 EA	RECTANGULAR RAPID FLASHING BEACON SYSTEM (AC) ____ Dollars and ____ cents (\$____)	\$____

**BID NUMBER:****BIDDER NAME:**

Item No.	Estimated Quantity	Brief Description; Unit or Lump Sum Price Bid in Both Words and Figures	Total in Figures (Unit Price Times Est. Quantity)
815.12	2 EA	RECTANGULAR RAPID FLASHING BEACON SYSTEM (SOLAR) ____ Dollars and ____ cents (\$ _____)	\$ _____
832.	240 SF	WARNING-REGULATOR AND ROUTE MARKER – ALUM. PANEL (TYPE A) ____ Dollars and ____ cents (\$ _____)	\$ _____
832.1	1 EA	LED ILLUMINATED STOP SIGN AND POST (SOLAR) ____ Dollars and ____ cents (\$ _____)	\$ _____
833.5	5 EA	DEMOUNTABLE REFLECTORIZED DELINEATOR - GUARDRAIL ____ Dollars and ____ cents (\$ _____)	\$ _____
847.1	36 EA	SIGN SUPPORT (N/GUIDE)+RTE MKR W/I BRKWAY POST ASSEMBLY-STEEL ____ Dollars and ____ cents (\$ _____)	\$ _____
851.2	1 LS	TRAFFIC CONTROLS FOR CONSTRUCTION ____ Dollars and ____ cents (\$ _____)	\$ _____
854.1	375 SF	PAVEMENT MARKING REMOVAL ____ Dollars and ____ cents (\$ _____)	\$ _____
854.012	950 FT	TEMPORARY PAVING MARKINGS – 12 INCH (PAINT) ____ Dollars and ____ cents (\$ _____)	\$ _____

Town of Natick

Proposed Roadway Improvements to Cottage Street

**BID NUMBER:****BIDDER NAME:**

Item No.	Estimated Quantity	Brief Description; Unit or Lump Sum Price Bid in Both Words and Figures	Total in Figures (Unit Price Times Est. Quantity)
854.014	5,100 FT	TEMPORARY PAVING MARKINGS – 4 INCH (PAINT) ____ Dollars and ____ cents (\$ _____)	\$ _____
854.14	90 SF	TEMPORARY PAVING MARKINGS – ARROWS AND LEGENDS (PAINT) ____ Dollars and ____ cents (\$ _____)	\$ _____
864.04	525 SF	PAVEMENT ARROWS AND LEGENDS REFL. WHITE (THERMOPLASTIC) ____ Dollars and ____ cents (\$ _____)	\$ _____
866.104	13,000 FT	4 INCH REFLECTORIZED WHITE LINE (THERMOPLASTIC) ____ Dollars and ____ cents (\$ _____)	\$ _____
866.112	675 FT	12 INCH REFLECTORIZED WHITE LINE (THERMOPLASTIC) ____ Dollars and ____ cents (\$ _____)	\$ _____
867.104	13,800 FT	4 INCH REFLECTORIZED YELLOW LINE (THERMOPLASTIC) ____ Dollars and ____ cents (\$ _____)	\$ _____
867.108	110 FT	8 INCH REFLECTORIZED YELLOW LINE (THERMOPLASTIC) ____ Dollars and ____ cents (\$ _____)	\$ _____
874.	2 EA	STREET NAME SIGN ____ Dollars and ____ cents (\$ _____)	\$ _____

**BID NUMBER:****BIDDER NAME:**

Item No.	Estimated Quantity	Brief Description; Unit or Lump Sum Price Bid in Both Words and Figures	Total in Figures (Unit Price Times Est. Quantity)
874.1	9 EA	STREET SIGN REMOVED AND RESET _____ Dollars and _____ cents (\$ _____)	\$ _____
874.2	2 EA	TRAFFIC SIGN REMOVED AND RESET _____ Dollars and _____ cents (\$ _____)	\$ _____
874.4	28 EA	TRAFFIC SIGN REMOVED AND STACKED _____ Dollars and _____ cents (\$ _____)	\$ _____
877.2	11 EA	SIGN POST REMOVED AND STACKED _____ Dollars and _____ cents (\$ _____)	\$ _____
901.	20 CY	4000PSI, 1.5 IN. 365 CEMENT CONCRETE _____ Dollars and _____ cents (\$ _____)	\$ _____
983.52	5 CY	MODIFIED ROCK FILL _____ Dollars and _____ cents (\$ _____)	\$ _____
999.001	3,000 MH	POLICE DETAIL FIFTY _____ Dollars and ZERO _____ cents (\$ 50.00)	\$ 180,000.00
<b>TOTAL BASE BID</b> _____ Dollars and _____ cents (\$ _____)			\$ _____

Town of Natick

Proposed Roadway Improvements to Cottage Street

**ADD ALTERNATE NO. 1:**

Item No.	Estimated Quantity	Brief Description; Unit or Lump Sum Price Bid in Both Words and Figures	Total in Figures (Unit Price Times Est. Quantity)
703.9	750 SF	IMPRINTED CROSSWALK	
		_____ Dollars and	
		_____ cents (\$ _____)	\$ _____
		<b>TOTAL ADD ALTERNATE NO. 1 BID</b>	
		_____ Dollars and	
		_____ cents (\$ _____)	\$ _____

**TOTAL BID INCLUSIVE OF ADD ALTERNATE NO. 1:**

**TOTAL BID**

\_\_\_\_\_ Dollars and

\_\_\_\_\_ cents (\$ \_\_\_\_\_) \$ \_\_\_\_\_

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, size, total value of Contract, date of completion, etc.)

*see attached*

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

Engineer & Contact Person

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

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) calendar days after the date of Bid opening.

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:

GERARD C. LORUSSO

3 BELCHER ST

PLAINVILLE MA 02762

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 applicable EEO/AA 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 EEO/AA 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

Town of Natick

Proposed Roadway Improvements to Cottage Street

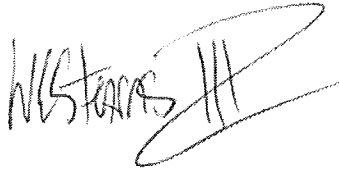
that he is currently in compliance with the provisions of Massachusetts General Laws, Chapter 151B, which governs nondiscrimination in employment.

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 Feb. 9, 2017

By

Signature



Printed Name

William E. STEARNS III

Printed Title

C.O.O.

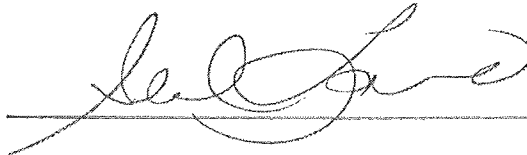
By

(Corporation Name) Lorusso Corp.

(State of Incorporation) MASS.

(Corporate Seal)

Attest  
(Secretary)



Business Address: 3 BELCHER ST PLAINVILLE MA 02762

Telephone Number: (508) 695-3252

E-mail Address: WSTEARN@LORUSSOCORP.COM

Fax: 508 699-0724

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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 LORUSSO CORP.

Address of Bidder 3 BELCHER ST  
PLAINVILLE MA 02762

By:

Signature



William E. STEARNS III

Printed Name

C.O.O.

Printed Title

2/9/17

Date

## TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c.62C, Section 49A, the undersigned hereby certifies under penalty of perjury that the Bidder 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 LORUSSO CORP.

Address of Bidder 3 BELCHER ST  
PLAINVILLE MA 02763

By:

Signature



Printed Name William E. STEARNS III

Printed Title

C.O.O.

Date

2/9/17

CORPORATE OFFICE  
3 BELCHER STREET  
PLAINVILLE, MA 02762  
(508) 695-3252  
FAX (508) 699-2387  
WWW.LORUSSOCORP.COM



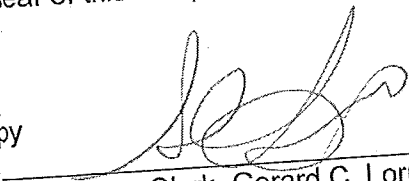
**LORUSSO CORP.**

PLAINVILLE • NORWOOD • ATTLEBORO

BITUMINOUS CONCRETE  
CRUSHED STONE  
SAND & GRAVEL  
RECYCLED AGGREGATES  
SCREENED LOAM  
PAVING & CONSTRUCTION

At a regularly called meeting of the Board of Directors of the Lorusso Corporation held on January 4, 2017 at which a quorum was present, it was voted, that William E. Stearns III, Chief Operating Officer of this company, be and he hereby is authorized to execute contracts and bonds in the name and behalf of said company, and affix its corporate seal thereto; and such execution of any contract or obligation in this company's name on its behalf by such Vice President under seal of this company shall be valid and binding upon this company.

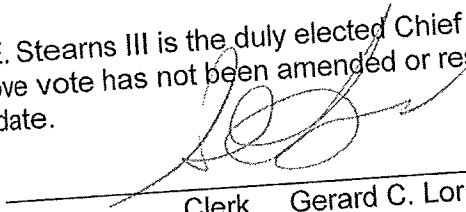
A true copy  
ATTEST:

  
Clerk Gerard C. Lorusso  
Massachusetts Corporation

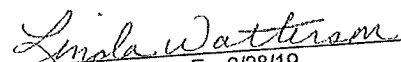
Place of business 3 Belcher Street Plainville, MA 02762

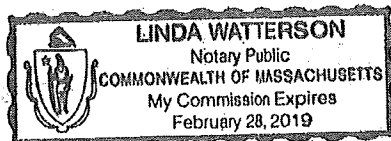
I hereby certify that I am the clerk of the

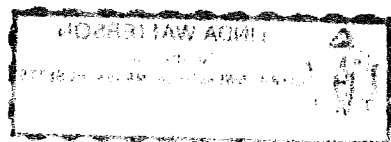
Lorusso Corporation that William E. Stearns III is the duly elected Chief Operating Officer of said company, and that the above vote has not been amended or rescinded and remains in full force and as of the date.

  
Clerk Gerard C. Lorusso  
Massachusetts Corporation

Then personally appeared the above named and acknowledged the foregoing instrument to be his free act and deed before me.

  
Notary Public Comm. Ex. 2/28/19





## 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 LORUSSO CORP.

Address of Bidder 3 BELCHER ST  
PLAINVILLE MA 02762

By:

Signature



WILLIAM E. STEARNS III  
Printed Name

C.O.O.  
Printed Title

2/9/17  
Date

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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 *LORUSSO CORP.*

Address of Bidder *3 BELCHER ST  
PLAINVILLE MA 02762*

Telephone Number *508 695-3252*

By:

Signature



*William E. STARNES III*

Printed Name

*C.O.O.*

Printed Title

*2/9/17*

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) LORUSSO CORP

(Signature title)



C.O.O.

Name of Bidder LORUSSO CORP.

Address of Bidder

3 BELCHER ST  
PLAINVILLE MA 02762

By:

Signature



William E. STEARNS II

Printed Name

C.O.O.

Printed Title

2/9/17

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 MGL C181, Section 4, or otherwise, 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 MGL c181, 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 LORUSSO CORP.

Address of Bidder 3 BELCHER ST  
PLAINVILLE MA 02762

By:

Signature



WILLIAM E. STEARNS III

Printed Name

C.O.O.

Printed Title

2/9/17

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 LORUSSO CORP.

Address of Bidder 3 BELCHER ST  
PLAINVILLE MA 02762

By:

Signature



WILLIAM E. STEARNS III

Printed Name

C.O.O.

Printed Title

2/9/17

Date





Charles D. Baker, Governor  
Karyn E. Polla, Lieutenant Governor  
Stephanie Pollack, Secretary & CEO  
Thomas J. Tirlin, Administrator



LORUSSO CORPORATION  
3 BELCHER STREET  
PLAINVILLE, MA 02762

July 20, 2016  
Prequalification Certificate No L053-38

Dear Contractor:

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

Qualified Class of Work	Limit Amount	Qualified Class of Work	Limit Amount
Bridge - Culverts	\$375,000.00	Drainage	\$2,600,000.00
Highway - Bike Paths	\$6,000,000.00	Highway - Construction	\$6,000,000.00
Highway - Sidewalk And Curbing	\$6,000,000.00	Pavement - Milling And Cold Planing	\$1,200,000.00
Pavement - Surfacing	\$9,200,000.00	Sewer and Water	\$2,600,000.00

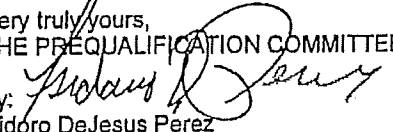
Bonding Capacity \$90,000,000.00

Bond Single Limit \$40,000,000.00

Expiration Date 7/31/2017

The class(es) of work, Single Contract Limits and Aggregate Bonding Capacity set forth will continue in effect until July 31, 2017 unless previously modified or rescinded in accordance with the Regulations, or by law. In order to be continuously eligible to bid on projects to be undertaken for this Department, your next Prequalification Statement should be submitted at least 30 days prior to expiration of this Certificate. If there are any questions or concerns, contact the Prequalification Department at (857) 368-8660 or email to [prequal.r109@state.ma.us](mailto:prequal.r109@state.ma.us).

Contractors may only obtain an Official Compact Disc (CD) for work in the categories for which they are listed on this certificate. Upon approval, the official bidder shall be entitled to receive an officially numbered compact disc (CD) containing the plans and specifications.

Very truly yours,  
THE PREQUALIFICATION COMMITTEE  
By:   
Isidoro DeJesus Perez  
Acting Director of Construction Prequalification



**BID BOND**

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

KNOW ALL BY THESE PRESENTS, That we, Lorusso Corporation

3 Belcher Street, Plainville, MA 02762

as Principal, hereinafter called the Principal,

and the Travelers Casualty and Surety Company of America

of 350 Granite Street, Braintree, MA 02184, a corporation duly organized under

the laws of the State of Connecticut, as Surety, hereinafter called the Surety, are held and firmly bound unto

The Town of Natick  
75 West Street, Natick, MA 01760

as Obligee, hereinafter called the Obligee,

in the sum of Five Percent of Bid Amount

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

WHEREAS, the Principal has submitted a bid for Proposed Roadway Improvements to Cottage Street

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

Signed and sealed this: 9th day of February, 2017.

Linda Waterson

Witness

Lorusso Corporation

(Seal)

{ WESLEY

Principal

COO  
Title

Claire Chanay

Witness

Travelers Casualty and Surety Company of America

By

Timothy P. Lyons, Attorney-in-Fact

TRAVELERS

POWER OF ATTORNEY

Farmington Casualty Company  
Fidelity and Guaranty Insurance Company  
Fidelity and Guaranty Insurance Underwriters, Inc.  
St. Paul Fire and Marine Insurance Company  
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
Travelers Casualty and Surety Company  
Travelers Casualty and Surety Company of America  
United States Fidelity and Guaranty Company

Attorney-In Fact No.

223428

Certificate No. 006804885

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

John C. Driscoll, Dennis W. Driscoll, Timothy P. Lyons, Claire Cavanaugh, Martin L. Donovan, and George G. Powers

of the City of Norwell, State of Massachusetts, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 20th day of May, 2016.

Farmington Casualty Company  
Fidelity and Guaranty Insurance Company  
Fidelity and Guaranty Insurance Underwriters, Inc.  
St. Paul Fire and Marine Insurance Company  
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
Travelers Casualty and Surety Company  
Travelers Casualty and Surety Company of America  
United States Fidelity and Guaranty Company



State of Connecticut  
City of Hartford ss.

By: Robert L. Raney  
Robert L. Raney, Senior Vice President

On this the 20th day of May, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.  
My Commission expires the 30th day of June, 2021.

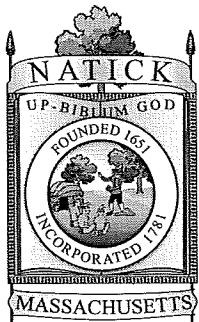


Marie C. Tetreault  
Marie C. Tetreault, Notary Public

WORK EXPERIENCE

OWNER	PROJECT	COMP DT	AMT	CONTACT AND PHONE
MassDOT	INTERSECTION IMPROVEMENTS BROCKTON	5/30/2012	976,890.00	CHRIS SERA 508 824-6633
CITY OF QUINCY	ROAD IMPROVEMENTS VARIOUS STREETS	5/30/2012	\$1,497,988.00	JOE GUERINO 617 376-1904
TOWN OF NATICK	ROADWAY IMPROVEMENTS VARIOUS STREETS	6/30/2012	\$866,937.00	MARK COVELLO 508 245-2535
TOWN OF BELLINGHAM	ROADWAY IMP BLACKSTONE ST. FARWAY DR	8/31/2012	\$624,666.00	DAN DRAKE 508 962-4128
MassDOT	MEDIAN BARRIER RECONSTRUCTION	11/7/2012	\$338,894.00	BRYAN LEWIS 774-292-2084
CITY OF BOSTON	2012 ROADWAY RESTORATION & REPAIR	11/30/2012	\$3,648,518.00	DAVID MALLEN 617 635-4963
TOWN OF FRAMINGHAM	ROADWAY RECONSTRUCTION	11/30/2012	\$2,195,085.00	DAN NAU 508 532-6032
BOSTON WATER & SEW	RESURFACING VARIOUS LOCATIONS	11/30/2012	\$3,939,742.00	IRENE MC SWEENEY 617 979-7000
TOWN OF FRAMINGHAM	ARTHUR ST / CHOUTEAU ST RECONSTRUCTION	11/15/2013	\$1,300,000.00	JERRY RAY 603 856-3162
CITY OF QUINCY	VARIOUS ROADWAY IMPROVEMENTS	12/15/2013	\$1,500,000.00	JOE GUERINO 617 376-1904
TOWN OF SCITUATE	PERMANENT TRENCH PATCH REPAIRS	5/20/2014	\$43,049.00	JIM DEBARROS 781 858-7378
CITY OF BOSTON	MAJOR RDWY RESTORATION & REPAIR	6/18/2014	\$8,739,463.00	KATIE CHOE 617 635-4963
CITY OF BOSTON	UTILITY REPAIR IN ALL AREAS BOSTON	6/18/2014	\$4,383,178.00	KATIE CHOE 617 635-4963
TOWN OF FRAMINGHAM	ARTHUR ST & CHOUTEAU AVE RDWY RECON	6/1/2014	\$1,200,000.00	TAM NGUYEN 508 532-6040
CITY OF BOSTON	ASPHALT RESURFACING IN AREA II	8/6/2014	\$1,073,053.00	KATIE CHOE 617 635-4963
TOWN OF EASTON	ROADWAY PATCHING 2014	9/5/2014	\$173,748.00	DAVID FIELD 508 230-0800
TOWN OF HULL	PERMANENT TRENCH PATCH REPAIRS	9/19/2014	\$146,806.00	JIM STIGLIANI 781 925-0900
TOWN OF NATICK	ROADWAY IMPROVEMENTS VARIOUS STREET	9/23/2014	\$1,041,970.00	WILLIAM CHENARD 508 647-6550
TOWN OF BELLINGHAM	ISOLATED SURFACE COURSE MILLING & PAVING	11/14/2014	\$309,442.00	DON DIMARTINO 508 966-5816
TOWN OF BRAINTREE	PERMANENT TRENCH PATCH REPAIRS	11/21/2014	\$117,000.00	BOB CAMPBELL 781 794-8012
TOWN OF NEEDHAM	LINCOLN ST MUNICIPAL PRK LOT CONSTRUCTION	11/1/2014	\$782,000.00	STEVE NEADEAU 781 455-7550
BOSTON WATER & SEW	PERMANENT STREET EXCAVATION REPAIR	12/17/2014	\$735,360.00	STEVE CALLAHAN 617 989-7438
CITY OF BOSTON	UTILITY REPAIR ALL AREAS	12/31/2014	\$4,940,632.00	KATIE CHOE 617 635-4963
DAMATO CONST CO	FINE GRADE AND PAVE	12/31/2014	\$335,285.00	TOM DAMATO 860 583-3489
TOWN OF FRAMINGHAM	ROADWAY RECONSTRUCTION	11/30/2015	\$1,279,000.00	DAVID IVANY 508 532-6095
TOWN OF MEDWAY	ASPHALT RESURFACING	12/31/2015	\$1,234,603.71	BOB MC GEE 508 533-3275
TOWN OF WESTWOOD	ROADWAY RESURFACING VARIOUS AREAS	4/30/2015	\$1,060,966.68	TODD KORCHIN 781 326-1037
CITY OF BOSTON	CAPITAL MAJOR RDWY REST CONT 40568	12/31/2015	\$7,474,612.00	KATIE CHOE 617 635-4963
CITY OF BOSTON	UTILITY REPAIR ALL AREAS CONT 40613	12/31/2015	\$5,447,991.25	KATIE CHOE 617 635-4963
TOWN OF BELLINGHAM	PULASKI BLVD MILL & PAVE	8/31/2016	\$436,580.12	DON DIMARTINO 508 966-5816
TOWN OF FRAMINGHAM	CORBURNVILLE AREA RDWY & SIDEWALK IMP	6/30/2016	\$2,790,670.69	TAM NGUYEN 508 532-6040
CITY OF BOSTON	CAPITAL MAJOR RDWY REST CONT 42073	12/31/2016	\$4,643,722.25	KATIE CHOE 617 635-4963





## TOWN OF NATICK MASSACHUSETTS

**TO:** Natick Board of Selectmen  
Martha White, Town Administrator  
William Chenard, Deputy Town Administrator – Operations  
Jeremy Marsette, Director, Natick Public Works  
Mark Coviello, Town Engineer  
John DiGiacomo, Assistant Town Engineer

**FROM:** Bryan R. Le Blanc, Procurement Officer

**DATE:** February 23, 2017

**SUBJECT: CONTRACT AWARD**  
**Pleasant Street Bridge Rehabilitation/Charles River Bridge**

On February 8, 2017, sealed bids were received in accordance with M.G.L. c. 30, §39M, for the procurement of services to rehabilitate the Pleasant Street Bridge in the Town of Natick. Bids were received from six (6) bidders. (See attached.)

The lowest bidder, Lorusso Corporation (“Lorusso”), is the lowest responsible and eligible bidder. We recommend that the Natick Board of Selectmen award the contract to Lorusso for the complete main bid work, as provided for in the Town’s Invitation for Bids. The amount of the award will be for \$589,484.00, as provided for in Lorusso’s bid. Mr. Coviello, Mr. DiGiacomo, and I have reviewed the bids received and have checked the references and qualifications of Lorusso.

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

Bids Received:	02/08/17
Newspaper Advertisement ( <u>Metrowest Daily News</u> ):	12/27/17
Website & Town Hall Posting:	12/23/17
Central Register & COMMBUYS Posting:	01/04/17 & 12/23/17

**Funding:** Natick 2016 Fall Annual Town Meeting- Article 10, Item 6 - \$750,000.00  
(Tax Levy Borrowing)

Bids Received: See attached.

# IFB Opening Form

## Date &amp; Time: February 8, 2017, 11:00 A.M. EST

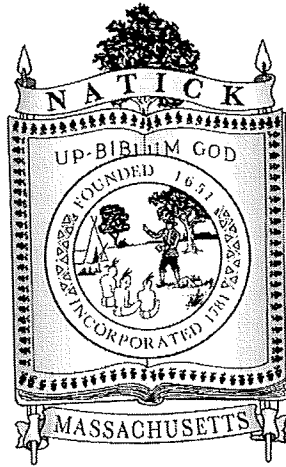
\* = Denotes Pre-Qualified by Mass.DOT (a requirement)

CPO Signature: Bryan B. Blum 2/8/17

Witness Signature: cmlyss A-65 2/8/17

**CPO Signature:**

**Witness Signature:**



## **TOWN OF NATICK, MASSACHUSETTS**

CONTRACT DOCUMENTS  
FOR

### **REHABILITATION OF PLEASANT STREET BRIDGE OVER THE CHARLES RIVER (BRIDGE NO. N-03-016(24R))**

January 18, 2017

Town of Natick  
Board of Selectmen  
Natick Town Offices  
13 E. Central Street  
Natick, MA 01760

Prepared by:  
Greenman-Pedersen, Inc.  
181 Ballardvale Street, Suite 202  
Wilmington, Massachusetts 01887  
(978) 570-2999

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- Attachment A – Prevailing Wage Rates
- Attachment B – MassDOT Interim Supplemental Specifications
- Attachment C – Natick Conservation Commission Order of Conditions
- Attachment D – Roadway Base Sieve Analysis

## SECTION 00020

INVITATION FOR BIDS

Pursuant to the provisions of Chapter 30, Section 39M of the General Laws of the Commonwealth of Massachusetts (M.G.L. c. 30, §39M), the Town of Natick, the Awarding Authority, (hereinafter referred to as "Owner"), by the Natick Board of Selectmen of the Town of Natick, Massachusetts, invites sealed Bids for the General Contract from responsible and eligible bidders for the Rehabilitation of the Pleasant Street Bridge over the Charles River project. Sealed Bids shall be received for the General Contract until Wednesday, February 8, 2017, at 11:00 A.M. local time, at the Procurement Office, located in the DPW Building, 75 West Street, Natick, MA 01760, at which time and place they will be publicly opened, read and registered. No faxed or email, or conditional bids shall be accepted. If the Procurement Office is closed due to weather or other emergency, the deadline for receipt of bids shall be extended until 11:00 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 Board of Selectmen. Each and every Bid shall be sealed in an envelope which is clearly marked in the lower left hand corner "Bid for Rehabilitation of the Pleasant Street Bridge over the Charles River."

The work under this Contract consists of repairs to the Pleasant Street Bridge over the Charles River as well as reconstruction of a section of Pleasant Street. The rehabilitation work to the Pleasant Street Bridge shall include grout injection to fill voids in the stones. Control of water will also be required to allow the contractor to work "in the dry". Work to reconstruct Pleasant Street includes pavement reconstruction, milling and resurfacing of the existing roadway, cement concrete sidewalks and wheelchair ramps, removing and resetting granite curb, new highway guardrail, installation of drainage, pavement markings and signing. This contract also includes environmental protection.

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.

No Pre-Bid Conference will be held.

An electronic copy of the plans, specifications and bid forms in PDF file format may be picked up on or after Wednesday, January 18, 2017 at Greenman-Pedersen, Inc., 181 Ballardvale Street, Suite 202, Wilmington, Massachusetts 01887 Tel. (978) 570-2999 or requested by e-mail at [jnoyes@gpinet.com](mailto:jnoyes@gpinet.com). A hard copy of the plans and specifications may be reviewed at the office of the Department of Public Works, 75 West Street, Natick, MA 01760, between the hours of 9:00 A.M. to 4:00 P.M. local time, Monday through Thursday, and 9:00 A.M. to 12:00 P.M. (noon) local time on Friday, beginning at 11:00 A.M. local time on Wednesday, January 18, 2017.

**All bidders must be prequalified in Highway Construction by the Massachusetts Department of Transportation – Highway Division in order to submit bids for the work.**

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 Board of Selectmen."

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. 30, §39M. 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 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 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. This Contract includes a price adjustment clause for gasoline and diesel fuel, Portland cement and liquid asphalt used on-site from start through the completion date.

#### TOWN OF NATICK

##### Board of Selectmen

Richard P. Jennett, Jr., Chairman  
Nicholas S. Mabardy, Vice Chairman  
Jonathan H. Freedman, Clerk  
John J. Connolly  
Susan G. Salamoff

##### Town Administrator

Martha L. White

##### Director of Public Works

Jeremy Marsette, P.E.

END OF SECTION 00020

## SECTION 00100

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 Board of Selectmen of the Town of Natick (hereinafter known as the OWNER) at the office of the Procurement Officer, located in the DPW Building, 75 West Street, Natick, MA 01760, until Wednesday, February 8, 2017 at 11:00 A.M., local time, and then at said office be publicly opened and read aloud. The clock in the Procurement Office shall be considered official. No faxed, email, or conditional bids shall be accepted. If the Procurement Office is closed due to weather or other emergency, the deadline for receipt of bids shall be extended until 11:00 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 Board of Selectmen, 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 Rehabilitation of the Pleasant Street Bridge over the Charles River," 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 The Bid Documents, including Specifications and Drawings, may be reviewed at the Office of the Natick Department of Public Works, 75 West Street, Natick, MA 01760, between the hours of 9:00 A.M. to 4:00 P.M. local time, Monday through Thursday, and 9:00 A.M. to 12:00 P.M. (noon) local time on Friday, beginning at 11:00 A.M. local time on Wednesday, January 18, 2017.

1.5 An electronic copy of the plans, specifications and bid forms in PDF file format may be picked up on or after Wednesday, January 18, 2017 at Greenman-Pedersen, Inc., 181 Ballardvale Street, Suite 202, Wilmington, Massachusetts 01887 Tel. (978) 570-2999

or requested by e-mail at [jnoyes@gpinet.com](mailto:jnoyes@gpinet.com). A hard copy of the plans and specifications may be reviewed at the office of the Department of Public Works, 75 West Street, Natick, MA 01760, between the hours of 9:00 A.M. to 4:00 P.M. local time, Monday through Thursday, and 9:00 A.M. to 12:00 P.M. (noon) local time on Friday, beginning at 11:00 A.M. local time on Wednesday, January 18, 2017.

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 includes repairs to the Pleasant Street Bridge over the Charles River as well as reconstruction of a section of Pleasant Street. The rehabilitation work to the Pleasant Street Bridge shall include grout injection to fill the void left by the displaced stone and lock the displaced stone into its current location through the further use of grout injection. Control of water will also be required to allow the contractor to work "in the dry". Work to reconstruct Pleasant Street includes pavement reconstruction, milling and resurfacing of the existing roadway, cement concrete sidewalks and wheelchair ramps, removing and resetting granite curb, new highway guardrail, installation of drainage, pavement markings and signing. This contract also includes environmental protection.

2.2 The location of work of this project is Pleasant Street near and at the bridge over the Charles River in Natick, as indicated on the Contract Drawings.

2.3 The Work includes the furnishing of all labor, materials and equipment for completing the work as shown on the Contract Drawings and as herein specified or reasonably implied.

2.4 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.

3.2 Work that requires the closing of one lane of traffic shall be scheduled for the period from July 1 to August 22 to minimize delays to school buses and the traveling public.

#### **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 item. The total of the item prices when correctly calculated, shall be used in the comparison of Bids received.

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:**

7.1 Each Bidder shall include in the space provided in the Bid, evidence of experience with satisfactory references, and shall provide on request, information as to organization and equipment available to him for the performance of the work under this Contract.

7.2 For the purposes of this Contract, experienced Contractor shall mean the Contractor and their Subcontractors have a minimum of two projects of similar work.

7.3 No award will be made to any Bidder who cannot satisfy the OWNER that it has sufficient ability and experience in this class of work and sufficient capital and plant to enable it to prosecute and complete the work successfully within the time named. The OWNER'S decision of judgment on these matters shall be final, conclusive and binding.

## **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 four (4) 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. 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.

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**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, 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 The Successful Bidder 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 within one hundred and twenty (120) consecutive calendar days thereafter and final completion shall be within one hundred and fifty (150) consecutive calendar days after Contract start date. Therefore the date all work will be completed is September 30, 2017.

19.3 Liquidated Damages. The OWNER and the Successful Bidder recognize that time is of the essence of this Agreement. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, the OWNER and the Successful Bidder shall agree that as liquidated damages for delay (but not as a penalty) the Successful Bidder shall pay the OWNER **Four Hundred dollars (\$400.00)** for each day that expires after each time limit specified in paragraph 19.2 of this section for completion and readiness for final 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 prepared by the Engineer.

## **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 and paid for by the Successful Bidder.

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**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 Attachment A.**

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 earning 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 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 and baseline prices are provided in Section 01015.

## SECTION 00200

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

Town of Natick, Massachusetts

---

(Name of Owner)

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 Rehabilitation of the Pleasant Street Bridge over the Charles River 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)

By

\_\_\_\_\_  
Signature

(SEAL)(s)

\_\_\_\_\_  
Printed Name\_\_\_\_\_  
Printed Title\_\_\_\_\_  
AddressATTEST:\_\_\_\_\_  
Surety

By

\_\_\_\_\_  
Attorney-in-Fact Signature

(SEAL)

\_\_\_\_\_  
Printed Name\_\_\_\_\_  
Address\_\_\_\_\_  
Witness as to Surety\_\_\_\_\_  
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.

## SECTION 00300

BID FORM

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 ventures, 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 that said Work will be substantially complete within one hundred and twenty (120) consecutive calendar days thereafter and final completion shall be within one hundred and fifty (150) consecutive calendar days after Contract start date.

Bidder further agrees to pay as liquidated damages the sum of Four Hundred Dollars (\$400.00) for each consecutive calendar day that expires after the date of substantial completion and/or the date of final completion, 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 acknowledges receipt of Addenda:

#1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_

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

**BID**

## Instructions:

- (1) Insert Unit Price (numeric amount in dollars and cents) under "Unit Price" for each Item.
- (2) Multiply the Estimated Quantity by the Unit Price and insert the product for "Total Amount" for each Item.
- (3) Add all products in the Total Price Column and insert the sum for the "TOTAL BID PRICE FOR BID COMPARISON" (p. 00300-6) in numeric value and words.

Item No.	Estimated Quantity	Unit	Description	(1) Unit Price	(2) Total Price
102.51	3	Each	Individual Tree Protection	\$ 500.00	\$ 1,500.00
120.1	360	Cubic Yard	Unclassified Excavation	\$ 45.00	\$ 16,200.00
129.	750	Square Yard	Pavement Milling	\$ 10.00	\$ 7,500.00
151.	260	Cubic Yard	Gravel Borrow	\$ 50.00	\$ 13,000.00
156.	40	Ton	Crushed Stone	\$ 25.00	\$ 1,000.00
170.	1,950	Square Yard	Fine Grading And Compacting	\$ 3.50	\$ 6,825.00
201.5	2	Each	Catch Basin – Municipal Standard	\$ 2,500.00	\$ 5,000.00
202.01	1	Each	Manhole – Municipal Standard	\$ 2,950.00	\$ 2,950.00
220.	5	Each	Drainage Structure Adjusted	\$ 225.00	\$ 1,125.00
220.2	5	Feet	Drainage Structure Re-built (contingency)	\$ 225.00	\$ 1,125.00
220.6	5	Feet	Sanitary Structure Re-built (contingency)	\$ 225.00	\$ 1,125.00
220.7	3	Each	Sanitary Structure Adjusted	\$ 230.00	\$ 690.00
222.3	13	Each	Frame And Grate (Or Cover) Municipal Standard	\$ 625.00	\$ 8,125.00

Item No.	Estimated Quantity	Unit	Description	(1) Unit Price	(2) Total Price
223.2	10	Each	Frame And Grate (Or Cover) Removed And Discarded	\$ 100.00	\$ 1,000.00
224.12	7	Each	12 Inch Hood	\$ 450.00	\$ 3,150.00
227.3	4	Cubic Yard	Removal Of Drainage Structure Sediment	\$ 300.00	\$ 1,200.00
227.31	35	Foot	Removal Of Drainage Pipe Sediment (contingency)	\$ 20.00	\$ 700.00
241.12	30	Foot	12 Inch Reinforced Concrete Pipe	\$ 125.00	\$ 3,750.00
254.10	125	Foot	10 Inch Sewer Pipe Insulation	\$ 125.00	\$ 15,625.00
269.06	375	Foot	6 Inch Slot-Perforated Corrugated Plastic Pipe (Subdrain)	\$ 30.00	\$ 11,250.00
358.	6	Each	Gate Box Adjusted	\$ 180.00	\$ 1,080.00
373.10	375	Foot	10 Inch Water Pipe Insulation	\$ 125.00	\$ 46,875.00
402.12	5	Cubic Yard	Dense Graded Crushed Stone For Shoulders	\$ 30.00	\$ 150.00
443.	5	MGL	Water For Roadway Dust Control	\$ 10.00	\$ 50.00
451.	20	Ton	HMA For Patching	\$ 200.00	\$ 4,000.00
460.	585	Ton	Hot Mix Asphalt	\$ 104.00	\$ 60,840.00
472.	125	Ton	Hot Mix Asphalt For Miscellaneous Work	\$ 200.00	\$ 25,000.00
504.	500	Foot	Granite Curb Type VA4 – Straight	\$ 45.00	\$ 22,500.00
504.1	180	Foot	Granite Curb Type VA4 – Curved	\$ 50.00	\$ 9,000.00
509.	85	Foot	Granite Transition Curb For Wheelchair Ramps - Straight	\$ 45.00	\$ 3,825.00
509.1	25	Foot	Granite Transition Curb For Wheelchair Ramps - Curved	\$ 50.00	\$ 1,250.00
514.2	3	Each	Granite Curb Inlet – Straight – Municipal Standard	\$ 350.00	\$ 1,050.00
580.	500	Foot	Curb Removed And Reset	\$ 15.00	\$ 7,500.00

Item No.	Estimated Quantity	Unit	Description	(1) Unit Price	(2) Total Price
594.	200	Foot	Curb Removed and Discarded	\$ 6.00	\$ 1,200.00
619.	130	Foot	Steel Backed Timber Guardrail – Type A	\$ 200.00	\$ 26,000.00
645.142	130	Foot	42 Inch Chain Link Fence (PTR) Vinyl Coated (Line Post Opt.)	\$ 65.00	\$ 8,450.00
652.042	2	Each	42 Inch Chain Link Fence End Post	\$ 200.00	\$ 400.00
655.2	1	Lump Sum	Refurbish Hand Rail	\$50,000.00	\$ 50,000.00
669.1	105	Foot	Fence Removed and Discarded	\$ 7.00	\$ 735.00
685.3	1	Lump Sum	Stone Masonry Wall Repairs	\$25,000.00	\$ 25,000.00
697.1	9	Each	Silt Sack	\$ 200.00	\$ 1,800.00
699.1	1	Lump Sum	Soil Hardener	\$10,000.00	\$ 10,000.00
701.	100	Square Yard	Cement Concrete Sidewalk	\$ 60.00	\$ 6,000.00
701.01	15	Square Yard	Cement Concrete Sidewalk (Exposed Aggregate Concrete)	\$ 80.00	\$ 1,200.00
701.1	11	Square Yard	Cement Concrete Sidewalk At Driveways	\$ 70.00	\$ 770.00
701.2	9	Square Yard	Cement Concrete Wheelchair Ramp	\$ 80.00	\$ 720.00
701.21	8	Square Yard	Cement Concrete Wheelchair Ramp (Exposed Aggregate Concrete)	\$ 90.00	\$ 720.00
702.	3	Ton	Hot Mix Asphalt Walk Surface	\$ 150.00	\$ 450.00
703.	5	Ton	Hot Mix Asphalt Driveway	\$ 150.00	\$ 750.00
705.1	5	Square Yard	Flagstone Walk Removed and Reset	\$ 300.00	\$ 1,500.00
707.	1	Lump Sum	Staircase Modifications	\$ 3,500.00	\$ 3,500.00

Item No.	Estimated Quantity	Unit	Description	(1) Unit Price	(2) Total Price
748.	1	Lump Sum	Mobilization	\$17,000.00	\$ 17,000.00
751.	20	Cubic Yard	Loam Borrow	\$ 50.00	\$ 1,000.00
755.1	1	Lump Sum	Wetland Restoration Area	\$ 6,000.00	\$ 6,000.00
765.	140	Square Yard	Seeding	\$ 2.00	\$ 280.00
767.12	325	Foot	Compost Filter Tubes	\$ 10.00	\$ 3,250.00
767.6	2	Cubic Yard	Aged Pine Bark Mulch	\$ 50.00	\$ 100.00
832.	50	Square Foot	Warning-Regulatory And Route Marker – Alum. Panel (Type A)	\$ 12.00	\$ 600.00
833.5	5	Each	Demountable Reflectorized Delineator – Guard Rail	\$ 20.00	\$ 100.00
833.7	2	Each	Delineator For Guard Rail Termini	\$ 50.00	\$ 100.00
847.1	8	Each	Sign Sup (N/Guide)+Rte Mkr W/1 Brkway Post Assembly – Steel	\$ 100.00	\$ 800.00
852.	250	Square Foot	Safety Signing For Traffic Management	\$ 7.00	\$ 1,750.00
854.1	50	Square Foot	Pavement Marking Removal – Paint	\$ 2.00	\$ 100.00
856.12	320	Day	Portable Changeable Message Sign	\$ 20.00	\$ 6,400.00
859.	2,100	Day	Reflectorized Drum	\$ 0.24	\$ 504.00
860.106	1,200	Foot	6 Inch Reflectorized White Line (Painted)	\$ 0.50	\$ 600.00
860.112	500	Foot	12 Inch Reflectorized White Line (Painted)	\$ 1.50	\$ 750.00
861.106	1,110	Foot	6 Inch Reflectorized Yellow Line (Painted)	\$ 0.50	\$ 555.00

Item No.	Estimated Quantity	Unit	Description	(1) Unit Price	(2) Total Price
874.	1	Each	Street Name Sign	\$ 80.00	\$ 80.00
874.41	8	Each	Traffic Sign Removed And Discarded	\$ 20.00	\$ 160.00
899.	800	Hour	Police Detail (Allowance)	\$ 50.00	\$ 40,000.00
901.	15	Cubic Yard	4000 PSI, 1.5 In., 565 Cement Concrete	\$ 800.00	\$ 12,000.00
908.01	120	Cubic Foot	Injected Masonry Grout Fill – Scour Walls	\$ 510.00	\$ 61,200.00
991.1	1	Lump Sum	Control of Water – Structure No. N-03-016 (24R)	\$11,000.00	\$ 11,000.00

In the event of a discrepancy between a Unit Price and Total Price, the Unit Price shall control.

TOTAL BID PRICE FOR BID COMPARISON<sup>(3)</sup> = \$ 589,484.00

Five Hundred Eighty-nine Thousand Four Hundred Eighty-four Dollars  
(Total Bid Price in Words)

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.

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Town of Natick, MA

Pleasant Street Bridge over Charles River

Bridge No. N-03-016

---

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.)

\_\_\_\_\_  
\_\_\_\_\_

---

Town of Natick, MA

Pleasant Street Bridge over Charles River

Bridge No. N-03-016

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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 completion, etc.)

---

Owner & Contact Person \_\_\_\_\_

(Names, Addresses and Telephone Nos.)

---

Engineer & Contact Person \_\_\_\_\_

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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:

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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

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Address of Bidder

By: \_\_\_\_\_

Signature

---

Printed Name

---

Printed Title

---

Date

---

Town of Natick, MA

Pleasant Street Bridge over Charles River

Bridge No. N-03-016

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### 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

---

Town of Natick, MA

Pleasant Street Bridge over Charles River

Bridge No. N-03-016

---

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 BidderBy: 

---

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 BidderBy: 

---

Signature

---

Printed Name

---

Printed Title

---

Date

## SECTION 00500

## AGREEMENT

THIS AGREEMENT made this twenty-seventh day of February, in the year 2017, by and between the Town of Natick, Massachusetts, Natick Town Hall, 13 East Central Street, Natick, MA 01760 (hereinafter called OWNER), by its Board of Selectmen, and Lorusso Corporation, Three Belcher Street, Plainville, MA 02762, 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.

1.2. Work for the project consists of repairs to the Pleasant Street Bridge over the Charles as well as reconstruction of a section of Pleasant Street. The rehabilitation work to the Pleasant Street Bridge shall include grout injection to fill the void left by the displaced stone and lock the displaced stone into its current location through the further use of grout injection. Control of water will also be required to allow the contractor to work "in the dry". Work to reconstruct Pleasant Street includes pavement reconstruction, milling and resurfacing of the existing roadway, cement concrete sidewalks and wheelchair ramps, removing and resetting granite curb, new highway guardrail, installation of drainage, pavement markings and signing. This contract also includes environmental protection.

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 Greenman-Pedersen, Inc., 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 within one hundred and twenty (120) consecutive calendar days thereafter and final completion shall be within one hundred and fifty (150) consecutive calendar days after Contract start date. Therefore the date all work will be completed is September 30, 2017.

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 or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **Four Hundred dollars (\$400.00)** for each day that expires after each time limit 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.

CONTRACT PRICES

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
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Item No.	Estimated Quantity	Unit	Description	(1) Unit Price	(2) Total Price
102.51	3	Each	Individual Tree Protection	\$ 500.00	\$ 1,500.00
120.1	360	Cubic Yard	Unclassified Excavation	\$ 45.00	\$ 16,200.00
129.	750	Square Yard	Pavement Milling	\$ 10.00	\$ 7,500.00
151.	260	Cubic Yard	Gravel Borrow	\$ 50.00	\$ 13,000.00
156.	40	Ton	Crushed Stone	\$ 25.00	\$ 1,000.00
170.	1,950	Square Yard	Fine Grading And Compacting	\$ 3.50	\$ 6,825.00
201.5	2	Each	Catch Basin – Municipal Standard	\$ 2,500.00	\$ 5,000.00
202.01	1	Each	Manhole – Municipal Standard	\$ 2,950.00	\$ 2,950.00
220.	5	Each	Drainage Structure Adjusted	\$ 225.00	\$ 1,125.00
220.2	5	Feet	Drainage Structure Re-built (contingency)	\$ 225.00	\$ 1,125.00
220.6	5	Feet	Sanitary Structure Re-built (contingency)	\$ 225.00	\$ 1,125.00
220.7	3	Each	Sanitary Structure Adjusted	\$ 230.00	\$ 690.00
222.3	13	Each	Frame And Grate (Or Cover) Municipal Standard	\$ 625.00	\$ 8,125.00

Item No.	Estimated Quantity	Unit	Description	(1) Unit Price	(2) Total Price
223.2	10	Each	Frame And Grate (Or Cover) Removed And Discarded	\$ 100.00	\$ 1,000.00
224.12	7	Each	12 Inch Hood	\$ 450.00	\$ 3,150.00
227.3	4	Cubic Yard	Removal Of Drainage Structure Sediment	\$ 300.00	\$ 1,200.00
227.31	35	Foot	Removal Of Drainage Pipe Sediment (contingency)	\$ 20.00	\$ 700.00
241.12	30	Foot	12 Inch Reinforced Concrete Pipe	\$ 125.00	\$ 3,750.00
254.10	125	Foot	10 Inch Sewer Pipe Insulation	\$ 125.00	\$ 15,625.00
269.06	375	Foot	6 Inch Slot-Perforated Corrugated Plastic Pipe (Subdrain)	\$ 30.00	\$ 11,250.00
358.	6	Each	Gate Box Adjusted	\$ 180.00	\$ 1,080.00
373.10	375	Foot	10 Inch Water Pipe Insulation	\$ 125.00	\$ 46,875.00
402.12	5	Cubic Yard	Dense Graded Crushed Stone For Shoulders	\$ 30.00	\$ 150.00
443.	5	MGL	Water For Roadway Dust Control	\$ 10.00	\$ 50.00
451.	20	Ton	HMA For Patching	\$ 200.00	\$ 4,000.00
460.	585	Ton	Hot Mix Asphalt	\$ 104.00	\$ 60,840.00
472.	125	Ton	Hot Mix Asphalt For Miscellaneous Work	\$ 200.00	\$ 25,000.00
504.	500	Foot	Granite Curb Type VA4 – Straight	\$ 45.00	\$ 22,500.00
504.1	180	Foot	Granite Curb Type VA4 – Curved	\$ 50.00	\$ 9,000.00
509.	85	Foot	Granite Transition Curb For Wheelchair Ramps - Straight	\$ 45.00	\$ 3,825.00
509.1	25	Foot	Granite Transition Curb For Wheelchair Ramps - Curved	\$ 50.00	\$ 1,250.00
514.2	3	Each	Granite Curb Inlet – Straight – Municipal Standard	\$ 350.00	\$ 1,050.00
580.	500	Foot	Curb Removed And Reset	\$ 15.00	\$ 7,500.00

Item No.	Estimated Quantity	Unit	Description	(1) Unit Price	(2) Total Price
594.	200	Foot	Curb Removed and Discarded	\$ 6.00	\$ 1,200.00
619.	130	Foot	Steel Backed Timber Guardrail – Type A	\$ 200.00	\$ 26,000.00
645.142	130	Foot	42 Inch Chain Link Fence (PTR) Vinyl Coated (Line Post Opt.)	\$ 65.00	\$ 8,450.00
652.042	2	Each	42 Inch Chain Link Fence End Post	\$ 200.00	\$ 400.00
655.2	1	Lump Sum	Refurbish Hand Rail	\$50,000.00	\$ 50,000.00
669.1	105	Foot	Fence Removed and Discarded	\$ 7.00	\$ 735.00
685.3	1	Lump Sum	Stone Masonry Wall Repairs	\$25,000.00	\$ 25,000.00
697.1	9	Each	Silt Sack	\$ 200.00	\$ 1,800.00
699.1	1	Lump Sum	Soil Hardener	\$10,000.00	\$ 10,000.00
701.	100	Square Yard	Cement Concrete Sidewalk	\$ 60.00	\$ 6,000.00
701.01	15	Square Yard	Cement Concrete Sidewalk (Exposed Aggregate Concrete)	\$ 80.00	\$ 1,200.00
701.1	11	Square Yard	Cement Concrete Sidewalk At Driveways	\$ 70.00	\$ 770.00
701.2	9	Square Yard	Cement Concrete Wheelchair Ramp	\$ 80.00	\$ 720.00
701.21	8	Square Yard	Cement Concrete Wheelchair Ramp (Exposed Aggregate Concrete)	\$ 90.00	\$ 720.00
702.	3	Ton	Hot Mix Asphalt Walk Surface	\$ 150.00	\$ 450.00
703.	5	Ton	Hot Mix Asphalt Driveway	\$ 150.00	\$ 750.00
705.1	5	Square Yard	Flagstone Walk Removed and Reset	\$ 300.00	\$ 1,500.00
707.	1	Lump Sum	Staircase Modifications	\$ 3,500.00	\$ 3,500.00

Item No.	Estimated Quantity	Unit	Description	(1) Unit Price	(2) Total Price
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751.	20	Cubic Yard	Loam Borrow	\$ 50.00	\$ 1,000.00
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765.	140	Square Yard	Seeding	\$ 2.00	\$ 280.00
767.12	325	Foot	Compost Filter Tubes	\$ 10.00	\$ 3,250.00
767.6	2	Cubic Yard	Aged Pine Bark Mulch	\$ 50.00	\$ 100.00
832.	50	Square Foot	Warning-Regulatory And Route Marker – Alum. Panel (Type A)	\$ 12.00	\$ 600.00
833.5	5	Each	Demountable Reflectorized Delineator – Guard Rail	\$ 20.00	\$ 100.00
833.7	2	Each	Delineator For Guard Rail Termini	\$ 50.00	\$ 100.00
847.1	8	Each	Sign Sup (N/Guide)+Rte Mkr W/1 Brkway Post Assembly – Steel	\$ 100.00	\$ 800.00
852.	250	Square Foot	Safety Signing For Traffic Management	\$ 7.00	\$ 1,750.00
854.1	50	Square Foot	Pavement Marking Removal – Paint	\$ 2.00	\$ 100.00
856.12	320	Day	Portable Changeable Message Sign	\$ 20.00	\$ 6,400.00
859.	2,100	Day	Reflectorized Drum	\$ 0.24	\$ 504.00
860.106	1,200	Foot	6 Inch Reflectorized White Line (Painted)	\$ 0.50	\$ 600.00
860.112	500	Foot	12 Inch Reflectorized White Line (Painted)	\$ 1.50	\$ 750.00
861.106	1,110	Foot	6 Inch Reflectorized Yellow Line (Painted)	\$ 0.50	\$ 555.00

Item No.	Estimated Quantity	Unit	Description	(1) Unit Price	(2) Total Price
874.	1	Each	Street Name Sign	\$ 80.00	\$ 80.00
874.41	8	Each	Traffic Sign Removed And Discarded	\$ 20.00	\$ 160.00
899.	800	Hour	Police Detail (Allowance)	\$ 50.00	\$ 40,000.00
901.	15	Cubic Yard	4000 PSI, 1.5 In., 565 Cement Concrete	\$ 800.00	\$ 12,000.00
908.01	120	Cubic Foot	Injected Masonry Grout Fill – Scour Walls	\$ 510.00	\$ 61,200.00
991.1	1	Lump Sum	Control of Water – Structure No. N-03-016 (24R)	\$11,000.00	\$ 11,000.00

In the event of a discrepancy between a Unit Price and Total Price, the Unit Price shall control.

TOTAL BID PRICE) = \$ 589,484.00

Five Hundred Eighty-nine Thousand Four Hundred Eighty-four Dollars and zero cents  
(Total Bid Price in Words)

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 4.3 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 Construction Specifications and Attachments, as listed in table of contents
- 8.12 Construction Drawings
- 8.13 Addenda numbers 1 to 2, 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 3.4 and 3.5 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 Town Accountant.

OWNER:

CONTRACTOR:

Town of Natick, Massachusetts

Lorusso Corporation

The Natick Board of Selectmen

\_\_\_\_\_  
Richard P. Jennett, Jr., Chairman

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Nicholas S. Mabardy, Vice Chairman

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Jonathan H. Freedman, Clerk

\_\_\_\_\_  
Printed Title

\_\_\_\_\_  
John J. Connolly

\_\_\_\_\_  
Susan G. Salamoff

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
[ CORPORATE SEAL ]

\_\_\_\_\_  
Attest

Owner Address for giving notices:

Board of Selectmen  
Natick Town Hall  
13 East Central Street  
Natick, MA 01760

Contractor Address for giving notices:

President  
Lorusso Corporation  
Three Belcher Street  
Plainville, MA 02762

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 Board of Selectmen is authorized to execute this Agreement and to approve all requisitions and execute change orders.

---

Virginia W. Cahill  
Comptroller

Date

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

---

John P. Flynn, Esq.

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 Lease)**

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.*

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\_\_\_\_\_  
\_\_\_\_\_certifies that

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

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:

\_\_\_\_\_ certifies that

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.

## SECTION 00610

## 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

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 No. \_\_\_\_\_.

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.

Town of Natick, MA

Pleasant Street Bridge over Charles River

Bridge No. N-03-016

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)

By

\_\_\_\_\_  
Signature

(SEAL)(s)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Title

\_\_\_\_\_  
Address

ATTEST:

\_\_\_\_\_  
Surety

(SEAL)

By

\_\_\_\_\_  
Attorney-in-Fact Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
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, MA

Pleasant Street Bridge over Charles River

Bridge No. N-03-016

SECTION 00620

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

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 No. \_\_\_\_\_.

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.

Town of Natick, MA

Pleasant Street Bridge over Charles River

Bridge No. N-03-016

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) By \_\_\_\_\_  
Signature

(SEAL)(s) \_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Title

\_\_\_\_\_  
Address

ATTEST:

\_\_\_\_\_  
Surety

\_\_\_\_\_  
(SEAL) By \_\_\_\_\_  
Attorney-in-Fact Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
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.

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.

---

Town of Natick, MA

Pleasant Street Bridge over Charles River

Bridge No. N-03-016

---

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

NOTICE TO PROCEED

Dated \_\_\_\_\_, 20\_\_\_\_.

To: \_\_\_\_\_

(Contractor)

\_\_\_\_\_  
(Address)

You are hereby notified to commence Work in accordance with the Agreement dated \_\_\_\_\_, 2017, on or before May 3, 2017. You are to substantially complete all Work within one hundred and twenty (120) consecutive calendar days from the Contract start on this form. The date of final Contract time is therefore September 30, 2017.

OWNER: Town of Natick, Massachusetts Board of SelectmenBy \_\_\_\_\_  
(Authorized Signature)\_\_\_\_\_  
Printed Name\_\_\_\_\_  
Printed TitleACCEPTANCE OF NOTICEReceipt of the above Notice to Proceed is hereby acknowledged by

\_\_\_\_\_

this the \_\_\_\_\_ day of \_\_\_\_\_ 2017.

By \_\_\_\_\_  
(Authorized Signature)\_\_\_\_\_  
Printed Name\_\_\_\_\_  
Printed Title

SECTION 00700

GENERAL CONDITIONS

**SECTION 00800**

**SUPPLEMENTARY CONDITIONS**

	<u>Page</u>
Part 1 – Amendments to General Conditions	00800-1
Part 2 – State and Local Government Provisions	00810-1

## SECTION 00800

SUPPLEMENTARY CONDITIONS**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 closeout 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 drawings 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 the Engineer 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) 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	\$500,000.
Disease - Policy Limit	\$500,000.
Disease - Each Employee	\$500,000.

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   | \$10,000,000 |
| 2. | General Aggregate | \$10,000,000 |

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;
- 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; or

- c. is a risk retention group lawfully providing insurance to its members in Massachusetts.”

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) 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.

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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.”

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**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."

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**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 prorata.

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 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.

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 and/or Final Completion within the times stipulated in the Contract, 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, § 39K 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**  
**AS FOLLOWS:**

**INSERT A NEW ARTICLE 18 IN THE GENERAL CONDITIONS**

**"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 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.

#### **ARTICLE 21: MINIMUM PREVAILING WAGE RATES**

21.1 The following 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 whose not covered by the following schedule of wage rates, but who may be employed for the proposed work under this Contract.

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SUPPLEMENTARY CONDITIONS  
**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.

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 October 26, 2015.

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

(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 sub paragraphs (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 sub paragraphs (a) and (b), the Awarding Authority shall act upon the demand as provided in this section.

(d) If, within seventy (70) 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 (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 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 (15) 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 sub paragraph.

(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 (\$5,000.00).

(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<sup>2</sup> 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

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 (21) 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 (65) 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 (15) 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 (45) 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 (7) 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 (30) 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 (30) 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 periodic, Substantial Completion or final estimate within thirty five (35) 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 (35th ) day to the date of payment. Within fifteen (15) days, thirty (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 (5%) 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 (1%) 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

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 (\$5,000.00) in the case of the Commonwealth and more than two thousand dollars (\$2,000.00) in the case of any County, City, Town, District, Board, Commission or other public body, shall contain the following paragraph:— 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 (5%) of the approved amount of the periodic payment. After the receipt of a periodic estimate requesting final payment and within sixty five (65) 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 (1%) 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 (3) 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 (15) days (twenty four (24) 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 (7) 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 one per cent (1%) 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 thirty (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 forty-five (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 fourteen (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 forty-four D of chapter one hundred and forty-nine.

#### 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, and estimated by the Awarding Authority to cost more than ten thousand dollars (\$10,000.00), and every contract for the construction, reconstruction, installation, demolition, maintenance or repair of any building by a public agency, as defined by subsection one of section forty-four A of chapter one hundred and forty-nine, estimated to cost more than twenty-five thousand dollars (\$25,000.00) but not more than one hundred thousand dollars (\$100,000.00), shall be awarded to the lowest responsible and eligible bidder on the basis of competitive bids publicly opened and read by such 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 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 per cent (5%) of the value of the bid. Any person submitting a bid under 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 paragraph shall not apply to the award of any contract subject to the provisions of sections forty-four A to forty-four J, inclusive, of chapter one hundred and forty-nine and every such contract shall continue to be awarded as provided therein. In cases of extreme emergency caused by enemy attack, sabotage or other such hostile actions or 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 specific law, award contracts otherwise subject to this paragraph 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 (3) named brands of material or a description of material which can be met by a minimum of three (3) 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 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 eight B of chapter twenty-nine 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 twenty-nine of chapter one hundred and forty-nine; 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 twenty-five thousand dollars (\$25,000.00) 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 two of chapter thirty B, in accordance with section five of said chapter thirty B.

(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.

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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 (15) 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 (20) 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, or 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 (30) 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 (30) 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 (30) 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 A 1/2 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 (\$100,000.00).

(2) "Contract" means any contract awarded or executed pursuant to sections thirty-eight A 1/2 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 (\$100,000.00).

(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 persons 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 A 1/2 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 (6) 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 (6) 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 works 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 (6) 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 (6) 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 (2) 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 (\$1,000.00) 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, Subcontractor 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 (8) hours in any one day or more than forty eight (48) hours in any one (1) week, or more than six (6) days in any one (1) 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 (8) 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 Subcontractor for said Department, may employ laborers, workmen, mechanics, foremen and inspectors for more than eight (8) hours in any one (1) 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 (15) 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 (\$100.00) or by imprisonment for six (6) 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

Section forty-four A. (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 , 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.

(2)(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 ten thousand dollars (\$10,000.00), shall be obtained through the exercise of sound business practices; provided, however, that the public agency shall make and keep a record of each such procurement; and provided further, that the record shall, at a minimum, include the name and address of the person from whom the services were procured.

(B) Every contract for the construction, reconstruction, installation, demolition, maintenance or repair of any building estimated to cost not less than ten thousand dollars (\$10,000.00) but not more than twenty-five thousand dollars (\$25,000.00) 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 persons who customarily perform such work. The public notification 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. For the purposes of this paragraph, “public notification” shall include, but need not be limited to, posting at least two (2) weeks before the time specified in the notification for the receipt of responses, the contract and scope-of- work statement on the website of the public agency, on the COMPASS system or in the central register published pursuant to section 20A of chapter 9 and in a conspicuous place in or near the primary office of the public agency.

(C) Every contract for the construction, reconstruction, installation, demolition, maintenance or repair of any building by a public agency estimated to cost not less than twenty-five thousand dollars (\$25,000.00) but not more than one hundred thousand dollars (\$100,000.00), 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 thirty-nine M of chapter thirty, 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 thirty-nine M of said chapter thirty. 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 one hundred thousand dollars (\$100,000.00), 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 thirty-nine M of chapter thirty 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 forty-four A to forty-four H, inclusive.

(E) When the general court has approved the use of an alternative mode of procurement of construction for a project pursuant to section seven E of chapter twenty-nine, the awarding authority responsible for procuring construction services for the project shall follow the policies and procedures of this section and of section forty-four B 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 forty-four E. 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 eleven C of chapter twenty-five A and regulations promulgated thereunder.

(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 city council, the board of selectmen, 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.

(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.

#### 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 NUMBER	DESCRIPTION OF COVERAGE	COMPANY LETTER	POLICY NUMBER	LIMITS	LIMIT EXTENDED BY UMBRELLA
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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			\$	

INSURANCE CERTIFICATION FORM (Continued)

CONTRACT PARAGRAPH NUMBER	DESCRIPTION OF COVERAGE	COMPANY LETTER	POLICY NUMBER	LIMITS	LIMIT EXTENDED BY UMBRELLA
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## 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		\$

## 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	#	\$

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Town of Natick, MA

Pleasant Street Bridge over Charles River

Bridge No. N-03-016

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INSURANCE CERTIFICATION FORM (Continued)

CONTRACT PARAGRAPH NUMBER	DESCRIPTION OF COVERAGE	COMPANY LETTER	POLICY NUMBER	LIMITS	LIMIT EXTENDED BY UMBRELLA
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**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.

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SIGNATURE

---

PRINTED NAME

---

DATE

---

PRINTED TITLE

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COMPANY

NATICK, MASSACHUSETTS  
BOARD OF SELECTMEN

## 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 \_\_\_\_\_  
Engineer Date

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

\_\_\_\_\_  
Town Accountant Date

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.

\_\_\_\_\_  
Certification Officer Date

Change Order Form (continued)

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:

Change Order Form (continued)

## 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		<u>(\$ 323.00)</u>
	<b>Total Cost</b>	<b>\$12,269.32</b>

Reminder: Provide support documentation as necessary i.e. vouchers, correspondence, calculations, Blue Book equipment rental rate printouts, photographs, reports, etc.

PART A  
TOWN OF NATICK'S EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION  
PROGRAM FOR CONSTRUCTION PROJECTS

I. For the purposes of this contract, "minority" refers to Asian-Americans, Blacks, Spanish Surnamed Americans, North American Indians, and Cape Verdeans. "Commission" refers to the Massachusetts Commission Against Discrimination. "Town" hereinafter refers to the Town of Natick.

II. During the performance of this contract, the Contractor<sup>1</sup> and all of his/her Subcontractors (hereinafter collectively referred to as the contractors where a provision applies equally to the contractor and the Subcontractors), for himself/herself, his/her assignees, and successors in interest, agree as follows:

1. In connection with the performance of work under this contract, the contractors shall not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, age or sex. The aforesaid provision shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment advertising; recruitment layoff; termination; rates of pay or other forms of compensation; conditions or privileges of employment; and selection of apprenticeship. The contractors shall post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the Town setting forth the provisions of the Fair Employment Practices Law of the Commonwealth (M.G.L. Chapter 151B).

2. In connection with the performance of work under this contract, the contractors shall 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 or sex, and to eliminate and remedy any effects of such discrimination in the past. Such affirmative action shall entail positive and aggressive measures to ensure equal opportunity in the areas of hiring, upgrading, demotion, or transfer, recruitment, layoff or termination, rate of compensation, and in-service or apprenticeship training programs. This affirmative action shall include all action required to guarantee equal opportunity in employment for all persons, regardless of race, color, religious creed, national origin, age or sex. A purpose of this provision is to ensure to the fullest extent possible an adequate supply of skilled tradesmen for this and future Town public construction projects.

III. 1. As part of their obligation of remedial action under the foregoing section, the contractors shall maintain on this project a "not less than" 5% ratio of minority employee man hours to total man hours in each job category including, but not limited to, bricklayers, carpenters, cement masons, electricians, ironworkers, operating engineers, and those "classes of work" enumerated in Section 44C of Chapter 149 of the Massachusetts General Laws.

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<sup>1</sup> When the word "Contractor" is used, it refers to the General Contractor.

2. In the hiring of minority journeymen, apprentices, trainees, and advanced trainees, the contractors shall rely on referrals from a multi-employer affirmative action program approved by the Town, traditional referral methods utilized by the construction industry, and referrals from agencies, not more than three in number at any one time, designated by the Town.

IV. 1. At the discretion of the Commission, there may be established for the life of this contract, a body to be known as the Liaison Committee. The Liaison Committee shall be composed of one representative each from the agency or agencies administering this project, hereinafter called the administering agency, the Commission and such other representatives as may be designated by the Commission in conjunction with the administering agency.

2. The contractor (or his agent), if any, designated by him as the on-site equal employment opportunity officer) shall recognize the Liaison Committee as an affirmative action body, and shall establish a continuing working relationship with the Liaison Committee, consulting with the Liaison Committee on all matters relating to minority recruitment, referral, employment and training.

3. The contractors shall prepare projected manning tables on a quarterly basis. These shall be broken down into projections by week, of workers required in each trade. Copies shall be furnished one week in advance of the commencement of the period covered, and also when updated, to the Town.

4. Records of employment referral orders, prepared by the contractors, shall be available to the Town on request.

5. The contractors shall prepare weekly reports in a form approved by the Town of hours worked in each trade by each employee, identified as minority or non-minority. Copies of these shall be provided at the end of each week to the Town.

V. If the contractors shall use any Subcontractor on any work performed under this contract, he/she shall take affirmative action to negotiate with qualified minority Subcontractors. This affirmative action shall cover both pre-bid and post-bid periods, It shall include notification to the Office of Minority/Women Business Assistance (SOMWBA) within the Executive Office of Commerce and Development or its designee, while bids are in preparation, of all products, work of services for which the contractors intend to negotiate bids.

VI. In the employment of journeymen, apprentices, trainees and advanced trainees, the contractors shall give preference, first, to citizens of the Commonwealth who have served in the armed forces of the United States in time of war and have been honorably discharged there from or released from active duty herein, and who are qualified to perform the work to which the employment relates, and secondly, to citizens of the Commonwealth generally, and, if such cannot be obtained in sufficient numbers, then to citizens of the United States.

VII. A designee of the Town shall have the right of access to the construction site.

VIII. Compliance with Requirements

The contractors shall comply with Chapter 151B as amended, of the Massachusetts General Laws, which is herein incorporated by reference and made a part of this contract.

IX. Non-Discrimination

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, and to eliminate and remedy any effects of such discrimination in the past.

X. Solicitations for Sub-Contracts, and for the Procurement of Material and Equipment

In all solicitation either by competitive bidding or negotiation made by the contractors either for work to be performed under a subcontract or for the procurement of materials or equipment, each potential Subcontractor/supplier shall be notified in writing by the contractors of the contractors' obligation under this contract relative to non-discrimination and affirmative action.

XI. Bidders Certification Requirement

The following certification statement will be used in the bid document just above the bidder's signature in the form for general bid.

"The bidder certifies he/she shall comply with the minority manpower ratio and specific action steps contained in the Equal Employment Opportunity/Affirmative Action Program for Construction Projects, including the Contract Compliance Procedures. The contractor receiving the award of the contract shall be required to obtain from each of its Subcontractors and submit

to the contracting or administering agency prior to the performance of any work under said contract, a certification by said Subcontractor, regardless of tier, that it will comply with the minority manpower ratio and specific action steps contained in the Equal Employment Opportunity/Affirmative Action Program for Construction Projects."

## XII. Contractor's Certification

The contractors' certification form, INCLUDED IN Section 00300 "Bid Form for General Bid" and Section 00350 "Bid Form for Filed Sub-Bids", must be signed by all successful low bidder(s) prior to award by the contracting agency.

## XIII. Compliance: Information, Reports and Sanctions

1. The contractors will provide all information and reports required by the administering agency or the Town on instructions issued by either of them and will permit access to its facilities and any books, records, accounts and other sources of information which may be determined by the Town to affect the employment of personnel. This provision shall apply only to information pertinent to the Town's supplementary affirmative action contract requirements. Where information required is in the exclusive possession of another who fails or refuses to furnish this information, the contractors shall so certify to the administering agency or the Town as appropriate and shall set forth what efforts have been made to obtain the information.

2. Whenever the administering agency, or the Town believes the contractors may not be operating in compliance with the terms of this Section, the Town directly, or through its designated agent, shall conduct an appropriate investigation, and may confer with the parties, to determine if such contractors are operating in compliance with the terms of this section. If the Town or its agent finds any of the contractors not in compliance, it shall make a preliminary report on non-compliance, and notify such contractor(s) in writing of such steps, as will in the judgment of the town of its agent, bring such contractor(s) into compliance. In the event that such contractor(s) fails or refuses to fully perform such steps, the Town shall make a final report of non-compliance, and recommend to the administering agency the imposition of one or more of the sanctions listed below. If however, the Town believes the contractor(s) have taken or are taking every possible measure to achieve compliance, it shall not make its final report of non-compliance. Within fourteen days of the receipt of the recommendations of the Town, the administering agency shall move to impose one or more of the following sanctions, as it may deem appropriate to attain full and effective enforcement:

a. The recovery by the administering agency from the contractor of 1/100 of 1% of the contract award price or \$1,000, whichever sum is greater, in the nature of liquidated damages, or if a Subcontractor is in noncompliance, the recovery by the administering agency from the contractor, to be assessed by the contractor as a back charge against the Subcontractor, of 1/10 of 1% of the Subcontractor price, or \$400.00, whichever sum is greater, in the nature of liquidated damages, for each week that such party fails or refuses to comply;

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- b. The suspension of any payment or part thereof due under the contract until such time as the contractor is able to demonstrate his compliance with the terms of the contract;
- c. The termination or cancellation of the contract, in whole or in part, unless the contractor is able to demonstrate within a specified time his compliance with the terms of the contract;
- d. The denial to the contractor of the right to participate in any future contracts awarded by the administering agency for a period of up to three years.
3. If at any time after the imposition of one or more of the above sanctions the contractor(s) is able to demonstrate that he is in compliance with this section, he may request the administering agency, in consultation with the Town, to suspend the sanctions conditionally, pending a final determination by the Town as to whether the contractor(s) is in compliance. Upon final determination of the Town, the administering agency, based on the recommendation of the Town, shall either lift the sanctions or reimpose them.
4. Sanctions enumerated under Section XIII-2 shall not be imposed by the administering agency except that an adjudicatory proceeding, as that term is used M.G.L. c.30A, has been conducted. No investigation by the Town of its agent shall be initiated without prior notice to the contractors.

#### XIV. Severability

The provisions of this section are severable and, if any of these provisions shall be held unconstitutional by any court of competent jurisdiction, the decision of such court shall not affect or impair any of the remaining provisions.

APPENDIX A

FORMS

Contractor's Weekly Workforce Report  
Municipal Quarterly Contract Compliance Report  
Quarterly Projected Workforce Table

Town of Natick, MA

Pleasant Street Bridge over Charles River

Bridge No. N-03-016

CONTRACTOR'S WEEKLY WORKFORCE REPORT

Project Name: \_\_\_\_\_ Contract No. \_\_\_\_\_ Contract Dollar Value: \_\_\_\_\_

Name of General Contractor: \_\_\_\_\_ Minority Hiring Goal: \_\_\_\_\_

Name of Contractor Filing Report: \_\_\_\_\_ Date Work Began: \_\_\_\_\_

Week Ending: \_\_\_\_\_ Report No. \_\_\_\_\_ ☐ Check here if you are a non-filed contractor

☐ Check here if this is a final report - Date Work Completed: \_\_\_\_\_

Job Category	# of Employees	Weekly Total Workhours	# of Minorities	Weekly Total of Minority Workhours	Weekly & Minority Workhours	Total Workhours To Date	Total Minority Workhours to Date	% of Minority Workhours to Date	Notes

Mail to: Mail to: Affirmative Action Office

Prepared by: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Complete side two if applicable

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Town of Natick, MA

Pleasant Street Bridge over Charles River

Bridge No. N-03-016

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Municipality Reporting Period

MUNICIPAL QUARTERLY CONTRACT COMPLIANCE REPORT

Reporting Agent, Title

Contract Number	Project Location	Project Dollar Value	Min. Hiring Goal %	Contractor General or Sub	Work-force Hours	Min. Hours	Min. %	Work force Hours	Min. Hours	Min. %	Remarks



**Section 01000****SPECIAL PROVISIONS TO THE  
MASSACHUSETTS HIGHWAY DEPARTMENT  
STANDARD AND SUPPLEMENTAL SPECIFICATIONS****DIVISION I****1. Description of the Work**

The work under this Contract consists of repairs to the Pleasant Street Bridge over the Charles River as well as reconstruction of a section of Pleasant Street. The rehabilitation work to the Pleasant Street Bridge shall include grout injection to fill the voids in the stones. Control of water will also be required to allow the contractor to work “in the dry”. Work to reconstruct Pleasant Street includes pavement reconstruction, milling and resurfacing of the existing roadway, cement concrete sidewalks and wheelchair ramps, removing and resetting granite curb, new highway guardrail, installation of drainage, pavement markings and signing. This contract also includes environmental protection.

All work done under this Contract shall be in conformance with the Massachusetts Highway Department’s *Standard Specifications for Highways and Bridges* dated 1988 and the English *Supplemental Specifications* dated July 1, 2015, and the *Interim Supplemental Specifications* contained in this book; the 2014 MassDOT *Construction Standard Details*; the 2009 *Manual on Uniform Traffic Control Devices* with Massachusetts Amendments; the latest Town of Natick standard specifications and details, and these Contract Documents.

**2. Definitions Used in These Special Provisions**

The “Municipality” and the “Town” shall mean the Town of Natick, the municipality in which the Contract work is to be performed.

“MassDOT”, “Massachusetts Highway Department” and “MassHighway” shall mean the Massachusetts Department of Transportation – Highway Division.

“Engineer” shall mean the authorized representative of the Town of Natick.

**3. Schedule of Operations**

A Pre-Construction Conference will be held at a time and place to be set following award of the Contract. At that time, the Contractor will be required to submit a plan showing his schedule of operations. Present at this meeting will be representatives of the Town of Natick and public safety officials. The purpose of the meeting will be to enable the various agencies to offer suggestions to the Contractor concerning his proposed schedule in order that full cooperation may be reached between the Contractor and the various agencies.

The Contractor shall limit work on curbing and sidewalks to one side of a street at a time. Where sidewalks exist on both sides of the street, the Contractor shall maintain one existing sidewalk for pedestrian traffic while working on the opposite side. Where only one sidewalk exists on a street, the contractor shall construct the new sidewalk (where two are proposed) prior to removal and replacement of the existing sidewalk.

4. Work Schedule

Work on this Project is restricted to a normal eight (8) hour day, five (5) day week, with the prime Contractor and all subcontractors working on the same shift. The Contractor shall not perform work that will interfere with through traffic during peak periods. The work hours may be modified by the Town upon request of the Contractor.

Work that requires the closing of one lane of traffic shall be scheduled for the period from July 1 to August 22 to minimize delays to school buses and the traveling public.

No work shall be done on this contract on Saturdays, Sundays or Holidays without 48 hours notification to and permission from the town.

5. Construction Staking (Supplementing Subsection 5.07 of the Standard Specifications)

The Contractor shall be responsible for all horizontal and vertical control necessary for the work. Prior to construction, the Contractor shall retain a qualified surveyor to establish horizontal and vertical control from the information given by the Engineer on the Plans and from record survey available from the Engineer and the Town. The elevation 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 also be responsible for retaining a Professional Land Surveyor (PLS) for all survey required for the placement of new bounds, the removal and resetting of existing bounds, and any existing bounds to remain that have been displaced by the Contractor's operations. The cost of said work by the PLS shall be considered incidental to the various items of work.

6. Guarantee After Final Acceptance (Supplementing Section 2.13 of the Standard Specifications)

The Contractor shall, at his own expense, replace any work performed under this Contract found to be defective in workmanship, material, or manner of functioning within twelve (12) months from date of final acceptance of all the installations under this Contract.

7. Changed Conditions (Subsection 4.04 of the Standard Specifications)

This Subsection is revised by deleting the two sequential paragraphs near the end that begin "The Contractor shall be estopped..." and "Any unit item price determined ...".

8. Cooperation of the Contractor (Supplementing Subsection 5.05 of the Standard Specifications)

Agents of various public service, municipal and state agencies may be entering on the work site to remove existing facilities, to construct or place new facilities or to make alterations to existing facilities.

The Contractor shall perform the work in cooperation with the various agencies in a manner which causes the least interference with the operations of the aforementioned agencies and shall have no claim for delay which may be due, or result, from said work of these agents.

The Contractor shall cooperate with the various utility companies, public agencies and the Town, and provide access through the site if required for their work or to observe work in connection with this project that affects their respective properties, but all official orders and directives to the Contractor will be issued by the Town.

9. Concurrent Work by Others Within Project Limits (Supplementing Subsection 5.06 of the Standard Specifications)

Concurrent work may be in progress in the project area by the municipality, utility companies, another contractor hired by the Town, or other contractors hired by private parties. The Contractor is required to coordinate his activities with these parties.

The Contractor is required to coordinate work with the local utilities to adjust, rebuild, reset and or relocate all private utilities required by the Scope of Work. Relocation and/or resetting of all private utilities to new grades made necessary by the construction of this project will be accomplished by the respective utility companies.

No additional payment will be allowed for any disruption of work schedule caused by or required to coordinate work in this contract with work to be performed by others, as described above, or which may be encountered during the prosecution of the work.

10. Massachusetts Department of Environmental Protection File Number Sign (Supplementing Subsection 7.01 of the Standard Specifications)

This project is subject to Massachusetts General Laws, Chapter 131, Section 40 as amended. Signs shall be in accordance with the latest MassDOT Construction Standards. All costs for the manufacture, erection, maintenance, moving, and removal of the signs shall be incidental to the Contract.

For this project the Massachusetts Department of Environmental Protection File Number is 233-764. The Contractor's attention is directed to the fact that special conditions and other requirements are associated with the Order of Conditions. It is the Contractor's responsibility to be aware of and comply with these conditions and requirements and plan

his/her work and schedule accordingly. The Contractor is hereby notified that he/she will be responsible and held accountable for performing any/all work necessary to satisfy and comply with the entire Order of Conditions.

The Order of Conditions is provided in Appendix C. The Contractor is advised that no additional compensation will be allowed for work required to establish, achieve, and maintain compliance with the Order of Conditions, as payment for the work shall be included in the various bid items. This work may include, but not limited to, the following: the hiring and paying for services of a Professional Biologist, Botanist, Wetland Scientist, Engineer, Landscape Architect, etc; wetland flagging; wetland replication monitoring reports, etc.

#### 11. Permits (Supplementing Subsection 7.03)

The Contractor shall be responsible for obtaining the Street Opening Permit from the Town. The Contractor shall be responsible for obtaining and coordinating all other necessary permits. Any and all fees associated with these permits shall be considered to be incidental to the Contract.

The Contractor's attention is directed to the fact that the Scope of Work may be adjusted as a result of these permits and approvals.

#### 12. Environmental Permits

If field conditions and/or Contractor-proposed erection, demolition, storage, or other procedures not originally allowed by existing environmental permits require work to occur in or otherwise impact water or wetland resource areas, the Contractor is advised that no associated work can occur until all required environmental permits have been either amended or obtained allowing such work. The Contractor must notify the Engineer in writing at least 20 days prior to desired commencement of the proposed activity. All environmental submittals, including any contact with Local, State, or Federal environmental agencies, must be coordinated with the Engineer. The Contractor is expected to fully cooperate with requests for information and provide same in a timely manner. The Contractor is further advised that the Town will not entertain a delay claim due to the time required to modify or obtain the environmental permits.

#### 13. Erosion and Sediment Control

Sediment and erosion control best management practices (BMPs) shall be installed prior to beginning any construction activities and shall remain in place throughout construction and until all disturbed areas are re-vegetated. Additional BMPs shall be installed wherever directed. The Engineer has the authority to limit the surface areas of erodible earth material exposed by excavation, borrow and fill, or any such operations. Such measures will involve the construction of staked straw bales, a settling basin/tank, silt fences, turbidity curtains, or other control devices or methods as necessary to control erosion and sedimentation.

The erosion and sediment control features installed by the Contractor shall be satisfactorily maintained by the Contractor until acceptance of the project. In the event of conflict between these specifications and laws, rules, or regulations of local agencies, the more restrictive requirements shall apply.

If temporary erosion and sediment control measures are required due to the Contractor's negligence or carelessness, the control measures shall be performed by the Contractor at his own expense. Construction of temporary erosion and sediment control measures, which are not attributed to the Contractor's negligence, carelessness, or failure to install permanent controls, will be performed as shown on the Plans and/or as ordered by the Engineer.

Repeated failures by the Contractor to control erosion, pollution, and/or siltation, shall be cause for the Engineer to employ outside assistance or to use his own forces to provide the necessary corrective measures. The cost of such assistance plus project engineering costs will be charged to the Contractor and appropriate deductions made from the Contractor's monthly progress estimate.

Payment for temporary soil erosion and control work will be included under Item 767.12 in the Contract.

14. Public Safety and Convenience (Supplementing Subsection 7.09 of the Standard Specifications)

The Contractor shall provide necessary access for fire apparatus and other emergency vehicles through the work zone to all abutting properties at all times. Unless otherwise approved by the Town, one lane shall be open to provide access to abutting properties at all times during the execution of the work. The Contractor shall at all times provide access to public and private lots and alleys in the work area or arrange 24 hours in advance for disruption in access.

Before the start of work, the Contractor shall post all locations in compliance with the Manual of Uniform Traffic Control Devices (MUTCD) and the Temporary Traffic Control Plans in the Contract documents.

The Contractor shall familiarize himself with the provisions of the Manual of Uniform Traffic Control Devices Part VI Construction and Maintenance. During construction, the Contractor shall provide traffic warning devices that conform to the MUTCD in order to properly protect traffic and pedestrians from the Work. The Contractor shall be responsible for providing, positioning, repositioning, maintaining and removing signs through the course of the project as deemed necessary by the Town or the Engineer.

When it is deemed necessary by the Chief of Police that detail Police Officers are needed, they will be provided by the Contractor. The Town shall reimburse the Contractor without mark-up for the cost of the Police Detail upon presentation of the cancelled check. It is the Contractor's responsibility to cancel a Police Detail at a minimum of four hours in advance

of the start of the shift if conditions so warrant. The Contractor shall not be reimbursed for Police Details if the Contractor fails to show for the job or if the Contractor fails to cancel the detail with adequate advance notice.

This provision of Police Details shall not relieve the Contractor of the responsibility of providing proper traffic control devices when operating adjacent to the roadway while it is open to the public. Any costs associated with these devices are the responsibility of the Contractor and shall be accounted for in the unit costs unless otherwise provided for.

The Contractor shall provide sufficient fencing, barricades and signage and otherwise provide for security around all excavations and stockpiles. Cost for these items shall be included in the unit costs for the items of work.

The above provisions represent minimal requirements for maintenance of traffic and safety and may be modified at the discretion of the Engineer.

If, at any time, in the judgment of the Engineer, the Work is not properly made safe in regard to public travel, persons on or about the Work, or public or private property, the Engineer shall have the right to order such safeguards to be erected and such precautions to be taken as he deems advisable, and the Contractor shall comply promptly with such orders. If, under such circumstances, the Contractor does not or cannot immediately put the work and the safeguard into proper and approved condition or if the Contractor or his representative is not upon the site so that he can be notified immediately of the insufficiency of safety precautions, the Engineer may put the work into such condition that it shall be, in his opinion, in all respects safe. The Contractor shall pay all costs and expenses incurred by the Engineer or Town in so doing. Such action of the Engineer or his failure to take such action, shall in no way relieve or diminish the responsibility of the Contractor for any and all costs, expenses, losses, liability, claims, suits, proceedings, judgments, awards, or damages resulting from by reason of, or in connection with the failure to take precautions or the insufficiency of the safety precautions taken by him or by the Engineer acting under authority of this section.

Any automotive equipment, not protected by traffic cones or plastic drums, that is working on a public way under this project shall have one amber flashing warning light mounted on the cab roof or on the highest practical point of the machinery visible to both oncoming and overtaking vehicles, at least 32 candlepower and 50 - 60 flashes per minute. This light shall be in operation while the equipment is working or traveling in the work area at a speed of less than 25 mph, and a slow moving vehicle emblem shall also be displayed.

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

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15. Protection of Utilities and Property (Supplementing Subsection 7.13 of the Standard Specifications)

Written notice shall be given by the Contractor to all public service corporations or municipal and State officials owning or having charge of publicly or privately owned utilities of his intention to commence operations affecting such utilities at least one week in advance of the commencement of such operations. The Contractor shall, at the same time, file a copy of such notice with the Engineer. It is the Contractor's responsibility to provide adequate notice to all public and private utilities that may be affected by the construction of the project.

The following are the names of owners of the principal utilities affected as well as other major contacts, but completeness of this list is not guaranteed:

Electric & Gas

NStar Electric & Gas Company  
d/b/a/ Eversource Energy  
One NStar Way, NWBED180  
Westwood, MA 02090  
Attn: Steven Owens  
(508) 441-5881

Telephone

Verizon  
385 Myles Standish Blvd  
Taunton, MA 02780  
Attn: Karen Mealey  
(774) 409-3160

Cable

Comcast  
PO Box 6505  
Chelmsford, MA 01824  
Attn: Wendy Brown  
(978) 848-5183

Town Water and Sewer

Natick DPW – Water and Sewer Division  
75 West Street  
Natick, MA 01760  
Attn: Anthony Comeau  
(508) 647-6557

Cable

RCN  
956 Massachusetts Ave  
Arlington, MA 02476  
Attn: Margot Jones  
(781) 316-8881

Cable

AT&T/Teleport Communications America,  
c/o Sienna Engineering  
50 Mall Rd, Suite 203  
Burlington, MA 01803  
Attn: David Edgar  
(781)-221-8400

Highway

Department of Public Works  
75 West Street  
Natick, MA 01760  
Attn: Jeremy Marsette, Director  
(508) 647-6550

Engineer

Greenman-Pedersen, Inc.  
181 Ballardvale Street, Suite 202  
Wilmington, Massachusetts 01887  
Attn: James R. Noyes, Project Manager  
(978) 570-2972

The Contractor's attention is directed to the necessity of making his own investigation in order to assure that no damage to existing structures, drainage lines, etc., will occur. Whatever measures are necessary to protect these lines during work shall be included in the Contract unit price for the items involved.

The locations of existing underground utilities are shown in an approximate way only and have not been independently verified by the owners or representatives. The Contractor shall notify Massachusetts DIG SAFE and procure a Dig Safe Number for each location prior to disturbing existing ground in any way. The Dig Safe Call Center telephone number is 1-888-344-7233.

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, trees, shrubs, grass and landscaping 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, 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 Town or by the utility owner that suffers the loss. The cost of such repairs shall be borne by the Contractor, without compensation therefor.

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, to do the work called for under this Contract, the Contractor shall protect and maintain the services in such utilities and structures and the Engineer 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.

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.

The Contractor shall set all sewer and drain manhole covers to grade so that all manholes are accessible within 48 hours after placement of binder pavement. All water gates and gas gates, and all sewerage and drainage frames and covers shall be accurately tied to existing

aboveground features prior to lowering of all castings. This information shall be provided to the Engineer and Natick DPW on the same day that the castings are lowered below the surface. The Contractor shall be available to access any buried manhole 24 hours a day with minimum 2 hour response time. If the roadway is to be left at the HMA Binder Course for a duration greater than two weeks, those additional structures identified by the Engineer shall be adjusted to Binder Course grade.

When removing a frame and grate or cover that is to remain, the Contractor must have a process in place to insure that the same frame and grate or cover are reinstalled on the same structure from which it was removed.

Utility structures not correctly adjusted to proper grade prior to paving or sidewalk installation or buried during construction shall be uncovered, repaired if necessary and reset to grade at Contractor's expense.

16. Prosecution of Work (Supplementing Subsection 8.03 of the Standard Specifications)

Before starting any work under this Contract, the Contractor shall prepare and submit to the Engineer for approval, a plan (based on the Contract Temporary Traffic Control 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 the proposed traffic conditions during each phase of operations 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.

When in the Engineer's opinion, construction operations constitute a hazard to the safety of the travelling public, the Contractor may be required to restrict or suspend operations and remove equipment from the roadway. The Contractor may also be required to suspend operations during certain hours and to remove the Contractor's equipment from the roadway.

Where adjacent pavement surfaces are not level, a hot mix asphalt wedge shall be placed between the two surfaces as shown by the Temporary Ramp detail shown on the Temporary Traffic Management Plans. This HMA wedge shall be placed on the same day as work is performed at the transition.

**Trenches and all other excavation performed in the public right of way, whether street or sidewalk surfaces, shall be temporarily patched with hot mix asphalt at the end of each day.** The temporary patch shall be in accordance with the details shown on the contract drawings.

Areas outside the limits of proposed work disturbed by the Contractor's operations shall be restored by the Contractor to their original condition at the Contractor's expense.

17. Steel Plates in Construction Zones (Supplementing Section 7.09 of the Standard Specifications)

At the end of each working day when trenches in areas of public travel are covered with steel plates, each edge of such plates shall be secured to base and beveled to grade. Steel plates are only permitted with advanced written approval by the Town.

18. Drainage Structures

Where new pipe is shown on the Contract Plans to be connected into an existing drainage structure to remain, the existing structure shall be first cleaned to remove all mud, debris and other material. The existing structure wall shall be carefully and neatly cut to provide the minimum size opening required for the insertion of the new pipe. The proposed pipe end shall be set or cut off flush with the inside face of the existing structure wall and the remaining space around the pipe completely filled with cement grout for the full thickness of the structure wall.

Existing shaped inverts shall be reconstructed as necessary to provide a smooth and uniform flow channel from the new pipe through the existing structure.

All pipes to be abandoned shall be plugged at the inlet and outlet. The cost of the masonry plugs shall be incidental to the cost of abandoning or removing the associated drainage structure.

Where new structures shown on the plans are to connect to existing pipes to remain, the remaining pipe shall be cleaned from the new structure to the next structure downstream. Test pits to locate and survey the existing pipe shall be performed prior to ordering structure. The existing pipe shall be carefully cut to allow the insertion of the drainage structure. The existing pipe end shall be cut off flush with the inside face of the proposed structure wall and the remaining space around the pipe completely filled with cement grout for the full thickness of the structure wall.

The Contractor shall re-mortar all adjustment bricks in existing drainage and sewerage structures where required and/or as directed by the Engineer. No separate payment will be made of re-mortaring of adjustment bricks, but all costs in connection therewith shall be included in the unit price bid of the various drainage items.

No separate payment will be made for the cost of connecting new pipes into existing structures, cleaning and necessary alterations of existing structures, but all costs in connection therewith shall be included in the unit prices bid for the various pipe items.

No separate payment will be made for the cost of connecting existing pipes to new structures, but all costs in connection therewith shall be included in the unit price bid for the various structure items.

Compensation for cleaning and disposal of pre-construction sediments in existing drainage structures, and drainage pipe shall be made under Item 227.3 Removal and Disposal of Drainage Structure Sediment and Item 227.31 Removal and Disposal of Drainage Pipe Sediment respectively.

19. Safety Controls for Construction Operation (Supplementing Subsections 850.21 and 850.61 of the Standard Specifications)

Safety controls for construction operations shall be done in accordance with the relevant provisions of Section 850 of the Standard Specifications, the Manual on Uniform Traffic Control Devices, the Temporary Traffic Control Plans and the following:

The providing of safety controls for construction operations shall be considered incidental to this Contract and the costs for safety controls shall be included in the unit bid price for those Contract items requiring such controls.

Positioning, adjusting and re-positioning of all devices such as traffic cones, high level warning devices, etc., not otherwise classified and paid for under other items in this Contract, is considered incidental and no separate payment will be made.

20. 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 disposed of legally. 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.

21. Environmental Protection

The Contractor shall operate only in those areas approved by the Engineer and shall provide protective measures called for in various Contract Items or at the direction of the Engineer. All protective measures shall be maintained by the Contractor until removal is approved by the Engineer or at the end of the Project.

The Contractor shall maintain all construction and storage areas free of debris and trash.

The Contractor shall be responsible for restoration of disturbed areas as provided for in the various items. Any damage to areas not approved by the Engineer shall be restored at the Contractor expense. Should the Contractor fail to make the necessary repairs, the Town may make such repairs and charge them against the Contractor.

Daily maintenance and fueling of equipment shall be conducted away from all wetland areas. The Contractor shall have sufficient materials on hand to control and clean up any spillage. In the event of an accidental spillage within any wetland area, the Contractor shall take immediate action to prevent contamination of wetland areas, and he shall cease operations and notify the Engineer. The cost of clean up of any contamination shall be the responsibility of the Contractor.

Maintenance and repair other than daily requirement shall be done off-site at the Contractor's own facility or service yard.

From time to time the site may be visited or inspected by Local, State or Federal agencies responsible for protection of the environment. The Contractor shall cooperate with the representatives and shall not hinder or impede their work.

All protective measures shall be paid for in the costs of the various items.

The Contractor shall provide for removal of dirt spilled from his trucks on existing pavement over which it is hauled or otherwise deposited whenever in the judgment of the Engineer the accumulation is sufficient to cause the formation of mud or dust or interfere with drainage.

Dust Control: Provide positive methods and apply dust control materials to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into the atmosphere.

The Contractor shall provide sanitary facilities for the use of workers at the site and shall insure that they are maintained in a clean condition. The contents shall be removed and disposed of in a satisfactory manner as the occasion requires. The sanitary conveniences shall be the obligation and responsibility of the Contractor.

## 22. Drainage and Sewerage

It shall be the Contractor's responsibility to maintain drainage in the project areas to provide continual drainage of the travel ways and construction area and in conformance with permits and approvals in the area under construction prior to the time the final system is put into use.

New drainage pipes and structures installed under this Contract and requiring cleaning as a result of accumulations from construction operations shall be cleaned without additional compensation. Existing drainage pipes to remain shall also be cleaned with payment to be made under Item 227.31. All drainage structures and pipes shall be cleaned of debris within one (1) week after surface course pavement has been completed. Compensation for sealing abandoned inlets and outlets will be included in the price of the respective drainage items.

Sewerage pipes and structures requiring cleaning as a result of accumulations from construction operations shall be cleaned without additional compensation.

No separate payment will be made for the maintenance of the existing drainage system but all costs in connection therewith shall be included in the unit prices bid for the various Contract items.

#### 23. Monumentation

The Contractor shall exercise due care when working around all property and street layout bounds which are to remain. This shall include, but not necessarily be limited to, concrete and granite bounds, iron rods, rebars, stakes, pipes, nails, or any other property or layout markers whether existing or proposed under this project. Should any damage to a property marker result from the actions of the Contractor, the marker shall be replaced, realigned, and/or reset to its intended position and certified as to the correct location by a Massachusetts registered professional land surveyor as directed by the Owner or Engineer. No further compensation will be due to the contractor for the materials and labor required to re-establish the property marker as described above.

#### 24. Concrete Foundations

Concrete foundations of items to be removed, if not interfering with the proposed construction, may be abandoned in place with approval of the Engineer. Foundations left in place under roadway surface shall be removed to a depth of 3 feet below finished grade; all other foundations left in place shall be removed to a depth of 12 inches below the finished grade. The top 12 inches shall be restored to match the existing grade with materials similar in kind to the abutting materials.

#### 25. Temporary Access to Area Property Owners

The work is in a predominantly residential and commercial area of the Town and access to all properties must be maintained at all times. The Contractor shall provide safe and ready means of ingress and egress to all abutting properties in the project area, both day and night, for the duration of the project.

Work at 6-8 Pleasant Street will require the temporary closure of the driveway to perform the work as shown on the plans. The Contractor shall note that this is the only means of access to this commercial/office property, and access cannot be restricted during the weekday. Construction of the cement concrete sidewalk at driveway and full depth asphalt driveway will be performed after 6 PM on Friday, and shall be useable to vehicles by the following Monday by 7 PM. The Contractor shall take this schedule into account when determining the unit costs of the items pertaining to this work. The Contractor shall also provide a minimum of 72 hours notice to the property manager prior to performing the work (Matthew Connell, M C Properties, PO Box 441, Natick, MA 01760, phone: 508-655-8881, email: [matt@mc-properties.com](mailto:matt@mc-properties.com)).

## 26. Open Excavations

All open excavations shall be adequately safe guarded by providing temporary barricades, caution signs, lights and other means to prevent accidents to persons, and damage to property. The length of open trench will be controlled by the particular surrounding conditions, but shall always be confined to the limits prescribed by the Town. If the excavation becomes a hazard, or if it excessively restricts traffic at any point, special construction procedures shall be taken, such as limiting the length of open trench or requiring that the trench shall not remain open overnight.

## 27. Sheeting and Bracing

The Contractor shall furnish, place and remove all sheeting and bracing required to support the sides of the trenches or other excavations for this project.

The Contractor shall be solely responsible for the safety of the workman and the adjacent facilities from danger of caving and sliding and all work to be done shall be in strict accordance with the Department of Labor, Occupational Safety and Health Administration regulations and suggested practices for construction excavation and/or other applicable codes and regulations.

Special precautions shall be taken to guard against any damage to or settlement of pavements, buildings, walls, pipes, ducts, or other structures and facilities that are adjacent to the work.

The cost of providing and removing sheeting, shoring and bracing shall be included in the cost of various items of work under this contract and no additional compensation will be allowed therefore.

## 28. Work During Inclement Weather

No work shall be done under this Contract except by permission of the Engineer when the weather is unfit for good and careful work to be performed. Should the severity of the weather continue, the Contractor, upon the direction of the Town, shall suspend all work until instructed to resume operations by the Town. Time shall be extended to cover the duration of the order. Work damaged during periods of suspension due to inclement weather shall be repaired and/or replaced by the Contractor. No earth fill or embankment shall be placed upon frozen material. If there is a delay in the Work due to the weather conditions, the necessary precautions must be taken to bond new work to old.

## 29. Sweeping of Streets and Sidewalks

All work areas shall be kept clean by the Contractor. The Contractor shall provide weekly sweeping of streets and gutters and daily sweeping of sidewalks within the Limits of Work, subject to approval of the Engineer.

The Contractor shall also be responsible for 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. Sweeping of sidewalks and streets shall be included in the various items and no additional compensation will be allowed therefore.

The Contractor shall be responsible for ensuring that the work area is cleaned at the end of each day, and that no debris remains within the public right-of-way or on any private lands not being legally used by the Contractor for storage.

### 30. Shop Drawings Submittals

The Contractor shall, within 10 days after receipt of Notice to Proceed, submit to the Engineer for approval a submittals schedule for all materials and equipment required for this Project. Submittals schedule shall indicate required dates for submitting shop drawings, samples, and product data for materials in order to meet project schedule.

The approval of Shop Drawings shall be general and shall not relieve the Contractor of his responsibility for adherence to the contract or for any error in the drawing.

The Contractor shall not receive payment for, nor will he be allowed to install any item or materials, which require shop drawing approval unless and until he has received shop drawing approval for that item from the Design Engineer with an approval stamp placed thereon.

Within 15 days after receipt of an approved shop drawing for any item, the Contractor shall provide the Town written proof that he has ordered such approved materials required on the subject contract and a written confirmation of such order and delivery schedule from the manufacturer of the item. This delivery schedule shall be appropriate for timely completion of this project.

### 31. Use of Town Hydrants

In accordance with rules and regulations of the Massachusetts Department of Environmental Protection, the Contractor is required to provide a backflow preventer and obtain a permit from the Department of Public Works before tapping into any hydrant within the Town.

**The Town will suspend the work for any violation of this provision.**

It shall be the Contractor's responsibility to ensure that all subcontractors likewise understand and comply with this provision.

### 32. Personal Protective Safety Equipment for Contractor Personnel

The Contractor is responsible to ensure that all personnel, including all subcontractors, working on the project are issued and are wearing all necessary personal protective safety equipment while working within the project limits. This equipment shall include, as a minimum, a hardhat and a safety vest, regardless of the type of work being performed. Other safety equipment shall be added as required to perform the work in which they are engaged and in accordance with all local, state and federal requirements in effect. Safety equipment shall be provided at no additional cost to the Town.

### 33. Mobilization

The Bidder's attention is directed to Subsection 748.20 of the MassDOT Supplemental Specifications. The unit price for Mobilization (Item 748.) shall not exceed 3% of the contract bid total, exclusive of this item and police details (Item 899.). Failure to observe this requirement may result in rejection of the bid in accordance with Subsection 2.04 of the Standard Specifications.

### 34. 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, wheelchair 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 nor for dimensions less than the minimum dimensions.

The Contractor shall establish grade elevations at all wheelchair ramp locations, and shall set transition lengths according to the appropriate table in the Construction Standards (or to the details shown on the plans).

All wheelchair ramp joints and transition sections which define grade changes shall be formed, staked and checked prior to placing cement concrete. All grade changes are to be made at joints.

The Contractor is hereby notified of the need to install Detectable Warning Panels on all wheelchair ramps in accordance with Construction Standard M/E 107.2.1R. Detectable warning panels shall be constructed of inlaid prefabricated or cast-in-place. Surface applications such as thermoplastic shall not be accepted. **The color of the panels shall be brick red.**

Payment for the Detectable Warning Panels shall be considered incidental to the construction of the wheelchair ramps in which they are being installed.

### 35. Pavement Markings

All permanent pavement markings must be applied within two weeks of paving the surface course. The Contractor shall not wait until all paving has been completed prior to applying the permanent pavement markings. Pavement markings shall be paint and conform to the Special Provisions.

### 36. Pavement Joints

All joints between proposed pavement and existing pavement to remain shall be coated with a hot poured rubberized asphalt sealant. The cost to provide the rubberized asphalt sealant shall be included under Item 460.

### 37. Oil and Hazardous Material Spills Prevention

Measures must be taken by the Contractor to prevent spills and leaks of oils or other hazardous materials to the environment. Such measures include but are not limited to:

- (1) Proper maintenance of construction equipment.
- (2) Design fuel and hazardous material handling areas so as to prevent releases to the environment (include containment structures if needed).
- (3) Instruct personnel in proper waste handling procedures and strictly prohibit disposal into drains, waterways or receptacles designed for non-hazardous waste only (e.g. trash dumpsters).

The Department of Environmental Protection (DEP) regulations 310 CMR 30.00 and 40.00 address proper management procedures for oil and hazardous waste. Releases or threats of releases of oil or hazardous materials must be reported to the DEP if the amounts equal or exceed reportable quantities. Reportable quantities are listed by DEP in 310 CMR 40.900. Notification to DEP must be made as soon as possible but not more than two hours after obtaining knowledge of a release or threat of release.

### 38. Precautions Under Electric Lines

The Contractor's attention is directed to the AASHTO Guide on Occupational Safety on Highway Construction Projects, Subpart N, 1926.550, relating to construction equipment clearances at overhead electric lines, which states in part "...the minimum clearance between the lines and any part of the crane or load must be at least ten feet from lines rated 50 KV or below, and greater distances for higher voltage...".

For the protection of personnel and equipment, the Contractor shall be aware of this regulation especially during paving operations using large semi-trailer vehicles.

39. Preservation of Roadside Growth (Section 8.08 shall be amended as follows)

The Contractor shall take all necessary care when excavating or working in the vicinity of existing trees so that the root systems, trunks, and branches are not damaged. All precautions shall be taken to insure that heavy equipment does not damage any roots, including those that lie below the limits of excavation.

Do not store equipment or stockpile materials within drip line of trees or in areas enclosed by tree protection fencing.

Avoid any direct soil contamination in root zone area by petroleum, petroleum products or solvents, salts or any other pollutant during construction.

All cutting or trimming of trees to be preserved shall be executed by a Massachusetts Certified Arborist. The Contractor shall provide the Engineer with a copy of the certification prior to any work on trees.

Trees that, in the judgment of the Engineer, have been irreparably damaged by the Contractor shall be replaced in kind and in size, or with a quantity of 2-inch caliper replacement trees (the quantity of which shall be determined by the Engineer) such that the cumulative caliper of the replacement trees will be up to the equivalent of diameter of the lost tree at breast height.

The cost for the removal of destroyed tree(s), including roots and stump, as well as the cost of replacement trees, shall be paid for by the Contractor.

40. Restoration of Site

All areas disturbed during construction, and for which items are not otherwise called out for on the plans or these Special Provisions, shall be restored to their original conditions. All labor, equipment, and material required for surface restoration work including loam, seed, and any other material necessary to restore disturbed surfaces to a condition equal to or greater than that which existed prior to construction shall be considered incidental to this item. This surface restoration work shall be completed in all areas disturbed by the contractor during construction, not only in areas disturbed by the compost-filled tubes.

41. Sawcuts

Sawcuts shall be made in the existing pavement at areas of new or reset curb, utility trenches through existing pavement to remain, limits of full depth pavement construction and as directed by the Engineer. Payment for this work shall be included in the unit price under the applicable items.

#### 42. Monthly Price Adjustment for Hot Mix Asphalt

This provision applies to all hot mix asphalt (HMA) mixtures containing liquid asphalt cement. The Price Adjustment will be based on the variance in price for the liquid asphalt component only from the Base Price to the Period Price. It shall not include transportation or other charges. This Price Adjustment will occur on a monthly basis.

##### Base Price

The Base Price of liquid asphalt on the project is \$345.00 per ton and is a fixed price determined at the time of bid by MassDOT using the same method as for the determination of the Period Price detailed below.

##### New Asphalt Period Price Method

The "New Asphalt Period Price Method" is for contracts bid after December 15, 2008 and will show the Period Price of liquid asphalt for each monthly period as determined by MassDOT using the average selling price per standard ton of PG64-28 paving grade (primary binder classification) asphalt, FOB manufacturer's terminal, as listed under the "East Coast Market - New England, Boston, Massachusetts area" section of the Poten & Partners, Inc. "Asphalt Weekly Monitor". This average selling price is listed in the issue having a publication date of the second Friday of the month and will be posted as the Period Price for that month. MassHighway will post this Period Price on this website within two (2) business days following their receipt of the relevant issue of the "Asphalt Weekly Monitor". Poten and Partners has granted MassHighway the right to publish this specific asphalt price information sourced from the Asphalt Weekly Monitor.

The Contract Price of the hot mix asphalt mixture will be paid under the respective item in the Contract. The price adjustment, as herein provided, upwards or downwards, will be made after the work has been performed, using the monthly period price for the month during which the work was performed.

The Price Adjustment applies only to the actual virgin liquid asphalt content in the mixture placed on the job in accordance with the Standard Specifications for Highways and Bridges, Division III, Section M3.11.03.

The Price Adjustment will be a separate payment item. It will be determined by multiplying the number of tons of hot mix asphalt mixtures placed during each monthly period times the liquid asphalt content percentage times the variance in price between Base Price and Period Price of liquid asphalt.

This Price Adjustment will be paid only if the variance from the Base Price is 5% or more for a monthly period. The complete adjustment will be paid in all cases with no deduction of the 5% from either upward or downward adjustments.

No Price Adjustment will be allowed beyond the Completion Date of this Contract, unless there is a Town-approved extension of time.

#### 43. Monthly Price Adjustment For Diesel Fuel and Gasoline

This monthly fuel price adjustment is inserted in this contract because the national and worldwide energy situation has made the future cost of fuel unpredictable. This adjustment will provide for either additional compensation to the Contractor or repayment to the Town, depending on an increase or decrease in the average price of diesel fuel or gasoline.

This adjustment will be based on fuel usage factors for various items of work developed by the Highway Research Board in Circular 158, dated July 1974. These factors will be multiplied by the quantities of work done in each item during each monthly period and further multiplied by the variance in price from the Base Price to the Period Price.

The Base Price of Diesel Fuel is \$1.891 per gallon, and the Base Price of Gasoline is \$1.788 per gallon, and is the price as indicated in MassDOT's website ([www.mhd.state.ma.us](http://www.mhd.state.ma.us)) for the month in which the contract was bid, which includes State Tax.

The Period Price will be the average of prices charged to the State, including State Tax for the bulk purchases made during each month.

This adjustment will be effected only if the variance from the Base Price is 5% or more for a monthly period. The complete adjustment will be paid in all cases with no deduction of the 5% from either upward or downward adjustments.

No adjustment will be paid for work done beyond the extended completion date of any contract.

Any adjustment (increase or decrease) to estimated quantities made to each item at the time of final payment will have the fuel price adjustment figured at the average period price for the entire term of the project for the difference of quantity.

The fuel price adjustment will apply only to the following items of work at the fuel factors shown:

ITEMS COVERED	FUEL FACTORS	
	Diesel	Gasoline
Excavation and Borrow Work: Items 120.1, 151. (Both Factors used)	0.29 Gallons/CY	0.15 Gallons/CY
Surfacing Work: All Items containing Hot Mix Asphalt	2.90 Gallons/Ton	Does Not Apply

#### 44. Monthly Price Adjustment For Portland Cement Concrete Mixture

This provision applies to all projects using Portland cement concrete. This Price Adjustment will occur on a monthly basis.

The Price Adjustment will be based on the variance in price for the Portland cement component only from the Base Price to the Period Price. It shall not include transportation or other charges.

The Base Price of Portland cement on the project is \$123.82 and is a fixed price determined at the time of bid by MassDOT by using the same method as for the determination of the Period Price (see below).

The Period Price of Portland cement will be determined by using the latest published price, in dollars per ton (U.S.), for Portland cement (Type I) quoted for Boston, U.S.A. in the Construction Economics section of ENR Engineering News-Record magazine or at the ENR website <http://www.enr.com> under Construction Economics. The Period Price will be posted on the MassHighway website the Wednesday immediately following the publishing of the monthly price in ENR, which is normally the first week of the month.

The Contract Price of the Portland cement concrete mix will be paid under the respective item in the Contract. The price adjustment, as herein provided, upwards or downwards, will be made after the work has been performed, using the monthly period price for the month during which the work was performed.

The price adjustment applies only to the actual Portland cement content in the mix placed on the job in accordance with the Standard Specifications for Highways and Bridges, Division III, Section M4.02.01. No adjustments will be made for any cement replacement materials such as fly ash or ground granulated blast furnace slag.

The Price Adjustment will be a separate payment item. It will be determined by multiplying the number of cubic yards of Portland cement concrete placed during each monthly period times the Portland cement content percentage times the variance in price between the Base Price and Period Price of Portland cement.

This Price Adjustment will be paid only if the variance from the Base Price is 5% or more for a monthly period. The complete adjustment will be paid in all cases with no deduction of the 5% from either upward or downward adjustments.

No Price Adjustment will be allowed beyond the Completion Date of this Contract, unless there is an approved extension of time.

#### **End Division I**

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DIVISION II**ITEM 102.51****INDIVIDUAL TREE PROTECTION****EACH**

The work under this item shall conform to the relevant provisions of Sections 101, 644 and 771 of the Standard Specifications and the following:

The purpose of this item is to prevent damage to branches, stems and root systems of existing individual trees as well as shrubs and other quality vegetation to remain, and to ensure their survival. To the extent possible, to avoid soil compaction within the root zone, construction activities including, but not limited to, vehicle movement, excavation, embankment, staging and storage of materials or equipment shall not occur underneath the canopy (drip line) of trees to remain. Where these activities will occur within 10 feet of the canopy of trees or where directed, the Contractor shall take the appropriate protective measures specified herein.

Individual Tree Protection, Item 102.51, shall be used when construction activities are likely to occur within the canopy of individual trees or where there may be any risk of damage to trees.

The Contractor shall be solely responsible for judging the full extent of the work requirements, including, but not necessarily limited to any equipment and materials necessary for providing tree protection.

Incidental to the cost of this item, the Contractor shall retain the services of a certified arborist, who shall make recommendations as to the specific appropriate treatment of trees within or near the work zone.

Prior to any construction activities, the Contractor and Arborist shall walk the site with the Engineer and Town Tree Warden to identify which trees will require protection and to determine approved measures. The Arborist shall make recommendations as to appropriate methods to protect the trees. The Engineer will have final decision as to trees and methods.

The Contractor is responsible for the protection of all existing trees and plants within and immediately adjacent to the construction area that are not designated to be removed for the length of the construction period.

**Submittals**

Incidental to this item, the Contractor shall provide to the Engineer one (1) copy American National Standards Institute (ANSI) Standard Z-133.1 and A300 Standard Practices for Tree, Shrub, and Other Woody Plant Maintenance, Part 1: Pruning. These references shall be kept by the Engineer at his office for the length of the Contract.

Prior to start of work, the Contractor shall submit to the Engineer the name and certification number of the Massachusetts Certified Arborist referenced herein. Cost for Certified Arborist for all activities pertaining to this Item shall be incidental to this item.

## MATERIALS

Fence and temporary fence posts shall be subject to the approval of the Engineer.

Fencing for individual plants shall be polyethylene fencing or chain link fence (new or used).

Staking for individual tree protection fencing shall be steel posts or 2x4 lumber as directed and approved by the Engineer.

Wood chips shall conform to provisions of Wood Chip Mulch under Materials Section M6.04.3.

Trunk protection shall be 2x4 cladding, at least 8 feet in length, clad together with wire. Alternative materials shall be at the approval of the Engineer. Alternative materials shall provide adequate protection from anticipated construction activities and shall not injure or scar trunk. Trunk protection shall include burlap to separate trunk cladding from bark.

Incidental to this item, the Contractor shall provide water for maintaining plants in the construction area that will have exposed root systems for any period during construction.

## CONSTRUCTION METHODS

To the extent possible, to avoid soil compaction within the root zone, construction activities including, but not limited to, vehicle movement, excavation, embankment, staging and storage of materials or equipment shall not occur underneath the canopy (drip line) of trees to remain. Where these activities will occur within 10 feet of the canopy of trees, the Contractor shall provide Individual Tree Protection as specified herein.

For individual tree protection, the Contractor shall set posts and fencing at the limits of the tree canopy. Where construction activities closer to the trees is unavoidable, the contractor shall tie branches out of the way and place wood chips to a depth of 6 inches on the ground to protect the root systems. The Contractor shall wrap the area of the trunk of the tree with burlap prior to armoring with 2x4 cladding. Cladding for tree trunks shall extend from the base of the tree to at least 8 feet from the base.

To the extent possible, temporary landscaped fencing shall be installed at the limit of tree canopy and shall be staked and maintained vertical for the length of the contract.

Where excavation within canopy is unavoidable, the Contractor shall use equipment and methods that shall minimize damage to the tree roots, per recommendations of the Certified Arborist. Such methods may require root pruning prior to, as well as during, any excavation activities.

All fencing, trunk protection, branch protection, and woodchips shall be maintained throughout the duration of the contract. Protective fencing shall be repaired and woodchip mulch replaced as necessary during the duration of the contract at no additional cost.

Cutting and Pruning

Some pruning of roots and branches may be a necessary part of construction. Pruning will be performed on the same side of the tree that roots have been severed.

The Contractor shall retain the services of a Massachusetts State Certified Arborist to oversee any cutting of limbs, stem or roots of existing trees. All cuts shall be clean and executed with an approved tool. Under no circumstances shall excavation in the tree protection area be made with mechanical equipment that might damage the existing root systems.

Any tree root area exposed by construction shall be covered and watered immediately. Exposed tree roots shall be protected by dampened burlap at all times until they can be covered with soil.

Watering

Water each tree within the construction area where work is in progress twice per week until the surrounding soil of each tree is saturated for the duration of construction activities.

Removal of Protection

After all other construction activities are complete, but prior to final seeding, wood chips, temporary fencing, branch protection, and trunk protection materials shall be removed and disposed off site by the Contractor at no additional cost.

Tree Damage

The Contractor shall be held responsible for the health and survival of the existing trees in the immediate vicinity of the of the construction area. Damage that, in the Engineer's opinion, can be remedied by corrective measures shall be repaired immediately. Broken limbs shall be pruned according to industry standards. Wounds shall not be painted. Trees or shrubs that are damaged irreparably shall, at the Engineer's discretion, be replaced per the requirements of Division I of these Special Provisions. Cost of replacement trees shall be borne by the Contractor.

COMPENSATION

Where the plans show specific, individual trees to remain and where grading or other disturbance is shown within the drip line of these trees or where the Engineer determines that an individual tree must be protected, these trees shall be protected and paid for under Item 102.51 Individual Tree Protection per each tree protected.

Payment under this item shall be scheduled throughout the length of contract: 30 percent of value shall be paid upon installation, 30 percent approximately halfway through the contract, and the remainder to be paid at the end of the contract after completion of construction operations that would disturb plants and after the protection materials have been removed and properly disposed of off-site by the Contractor.

Compensation for Individual Tree Protection will be paid for at the contract unit price per each under Item 102.51. This item shall include full compensation for all labor, equipment, materials, and incidentals for the satisfactory completion of the work, including the services of a certified arborist, water and fertilizer, and the subsequent removal and satisfactory disposal of the protective materials upon completion of the contract.

Cost of wood chips, as required, shall be incidental to these items.

**ITEM 120.1****UNCLASSIFIED EXCAVATION****CUBIC YARD**

The work under this Item shall conform to the relevant provisions of Section 120 of the Standard Specifications and the following:

The work includes the excavation and disposal of asphalt pavement, concrete sidewalks, concrete slab (cap on existing retaining wall to the southwest of the bridge), landscaping and grass areas, and plantings as necessary. The work shall also include the removal and disposal of all other items noted as removed and disposed that are not specifically paid for under other items.

The work shall also include the removal and disposal of existing materials shown on the drawings to be removed and reset, but which in the judgment of the Engineer and/or the Owner, as appropriate, are unsuitable for reuse, and for which disposal is not paid for under other items.

The work shall also include pavement excavation at the limits of overlay in order to provide a pavement transition between existing and proposed surfaces.

Edges of excavations made in existing pavements shall be squared by saw cutting with power-driven tools to provide a neat, clean edge for joining new pavement as shown on the Plans. Ragged, uneven edges will not be accepted. Pavement areas which have been broken or undermined shall be edged neatly with minimum disturbance to the remaining pavement.

Where new driveways abut existing pavements to remain, existing pavement shall be saw cut. Where sod is removed for street widening, sod shall be evenly cut to a clean edge. Care shall be exercised not to damage trees outside the limits of the project.

**COMPENSATION**

Unclassified Excavation will be measured and paid for at the Contract unit price per Cubic Yard, which price shall be full compensation for the removal, transporting and disposal of materials as described above.

**ITEM 170.****FINE GRADING AND COMPACTING****SQUARE YARD**

The work under this Item shall conform to the relevant provisions of Section 170 of the Standard Specifications and the following:

In areas of full depth roadway, sidewalk and driveway construction, this item shall be used on the subgrade only in accordance with Section 170 of the Standard Specifications. In areas of pavement reconstruction, this item shall be used in the shaping, trimming, compacting and finishing of the surface of the existing subbase material to remain prior to placement of hot mix asphalt pavement.

**When grading and compacting the subbase over and within 20 feet of the bridge, no vibratory compaction is allowed due to potential damage to the bridge.**

**COMPENSATION**

Fine Grading and Compacting will be measured and paid for at the Contract unit price per Square Yard, which price shall include all labor, materials, equipment and incidental costs required to complete the work.

**ITEM 201.5****CATCH BASIN – MUNICIPAL STANDARD****EACH****ITEM 202.01****MANHOLE – MUNICIPAL STANDARD****EACH****ITEM 222.3****FRAME AND GRATE (OR COVER) MUNICIPAL STANDARD****EACH****ITEM 224.12****12 INCH HOOD****EACH**

The work under these items shall conform to the Town of Natick Construction Standards and Details.

All catch basins shall be provided with 4-foot sumps as shown on the plans.

**COMPENSATION**

Catch basin – municipal standard, manhole – municipal standard, frame and grate (or cover) – municipal standard and 12-inch hood shall be measured and paid for at the Contract unit price per Each, which price shall include all labor, materials, equipment and incidental costs required to complete the work. The cost to provide catch basins and drain manholes shall include the entire structure, regardless of depth.

No separate payment will be made for excavation regardless of depth, but all costs in connection therewith shall be included in the Contract unit price bid.

No separate payment will be made for sawcutting pavement, but all costs in connection therewith shall be included in the Contract unit price bid.

The cost to remove the existing catch basin, and connecting the proposed catch basin to the existing pipe, shall be incidental to Item 201.5

**ITEM 220.6****SANITARY STRUCTURE REBUILT****FOOT**

The work to be done under this item shall conform to the relevant requirements of Sections 201. and 220. of the Standard Specifications as amended and supplemented as follows:

**MATERIALS**

Such materials as will be required shall conform to Subsection 201.40 of the Standard Specifications, except that clay brick, conforming to M4.05.2, shall be used for adjustment of frame and grate or cover.

**CONSTRUCTION METHODS**

During the excavation, care shall be taken by the Contractor not to damage any portion of the structure, existing utility, or curbing. In case of damage caused by negligence of the Contractor, the damaged parts shall be replaced or satisfactorily repaired at the Contractor's expense.

Brick and/or block masonry, up to the bottom of the casting, that indicates deterioration, in the judgment of the Engineer, shall be removed and replaced in kind in accordance with Subsection 220.

The above replacement shall be sprayed with liquid penetrant sealant conforming to the requirements of Sub-section M9.15.0. This solution shall be applied to both the interior and exterior of the structure to ensure complete protection of all new mortar.

Backfill around the structures shall consist of suitable material, thoroughly compacted with mechanical devices.

**COMPENSATION**

Sanitary structure rebuilt will be measured in place by the vertical foot, in feet and tenths of feet, from the bottom of the rebuilt masonry to the bottom of the casting set to finished grade.

The above described work, not including setting of the casting to the required grade and the construction of concrete collars as shown on the MassDOT Construction Standards Plate 202.9.0, shall be included in the contract bid price under Item 220.6 Sanitary Structure Rebuilt.

Final setting of frame and cover to finish line and grade, including concrete collars, shall be paid for under Item 220.7

**ITEM 254.10**  
**ITEM 373.101****10 INCH SEWER PIPE INSULATION**  
**10 INCH WATER PIPE INSULATION****FOOT**  
**FOOT**

The work under these items shall conform to the relevant provisions of Section 230 and 301 of the Standard Specifications and the following:

The work shall include the excavation, removal and installation of new pipe insulation on water and sewer pipes within the work area as shown on the plans.

The Contractor shall sawcut the existing pavement for the full length of the utility. Location of the sewer and water lines shall be the responsibility of the Contractor, with the assistance of the Town. The existing pavement shall be fully excavated within the trench, and the utility shall be fully exposed all around the pipe. Enough material shall be removed to enable the installation of the insulation around the full diameter of the pipe, as well as the installation of band or clamps to hold the insulation to the utility. The Contractor shall use vacuum excavation to remove material from around the utility.

The existing insulation on the utility shall be removed and disposed of, including any bands or clamps. The Contractor shall notify the Town the utility is available for inspection. Once inspection of pipes and joints are complete, the Contractor shall install the insulation with strapping, clips and waterproof jackets.

The insulation shall be a product whose primary use is for shallow underground pipe insulation. The insulation shall be a minimum of 3" thick (including all insulation, straps and jackets).

Backfill to the bottom of the insulation with flowable fill, type 2E. Do not allow the flowable fill to contact the pipe. Backfill above the flowable fill and around the pipe with select backfill with no stones greater than 2 inches.

**COMPENSATION**

Sewer and water pipe insulation will be measured for payment by the foot, complete in place.

Sewer and water pipe insulation will be paid for at the Contract unit price per foot, which price shall include all labor, materials, equipment and incidental costs required to complete the work. No separate payment will be made for sawcutting, pavement and soil excavation, insulation and straps, waterproof jacket, backfill and compaction, but all costs in connection therewith shall be included in the Contract unit price bid.

The cost to provide and place flowable fill shall be incidental to the respective pipe insulation items.

**ITEM 269.06****6-INCH SLOT-PERFORATED  
CORRUGATED PLASTIC PIPE (SUBDRAN)****FOOT**

The work under this item shall conform to the relevant provisions of Section 260 of the Standard Specifications and the following:

Subdrains shall be installed at locations shown on the drawings.

**COMPENSATION**

6-inch slot-perforated corrugated plastic pipe (subdrain) will be measured for payment by the foot, complete in place.

6-inch slot-perforated corrugated plastic pipe (subdrain) will be paid for at the Contract unit price per foot, which price shall include furnishing all equipment, labor, material (including crushed stone and geotextile fabric), and incidentals necessary to complete the work to the satisfaction of the Engineer.

**ITEM 402.12****DENSE GRADED CRUSHED STONE  
FOR SHOULDERS****CUBIC YARD**

The work under this Item is to be used as shown on the plans and as directed by the Engineer in the shoulder area to match the elevation of the finished pavement.

This material shall meet the requirements of M2.01.7 with the exception of the fine aggregate which shall consist of stone screenings and the following grading requirements:

Sieve Designation	Percentage by Weight Passing Square Mesh Sieve
¾"	100
½"	80 – 95
3/8"	65 - 85
# 4	35 – 55
#16	13 – 25
#50	5 – 15
#200	0 – 10

In all accessible areas the dense graded crushed stone must be compacted after it is spread.

**COMPENSATION**

Dense graded crushed stone for shoulders will be measured for payment by the cubic yard, complete in place.

Dense graded crushed stone for shoulders will be paid for at the Contract unit price per cubic yard, which price shall include all labor, materials, equipment and incidental costs required to complete the work.

**ITEM 451.**  
**ITEM 460.**

**HMA FOR PATCHING**  
**HOT MIX ASPHALT**

**TON**  
**TON**

The work under this item shall conform to the relevant provisions of Section 460 of the Standard Specifications and the following:

It is intended that Superpave mixes be placed for the roadway surface and intermediate courses, as well as for all hot mix asphalt driveways, driveway aprons and walk surfaces.

Note: The hot mix asphalt (HMA) Drives with Superpave HMA mixtures shall be paved in accordance with Section 701 of the Standard Specification which shall be the basis for the work and paid for under Item 703. Hot Mix Asphalt Driveways.

Within two (2) weeks after paving of the surface course, joint sealant shall be applied to the interface of the asphalt and the adjacent vertical granite curb in the section over the bridge (Station 22+05 to Station 22+30).

**COMPENSATION**

HMA For Patching and Hot Mix Asphalt will be measured for payment by the ton, complete in place.

HMA For Patching and Hot Mix Asphalt will be paid for at the Contract unit price per ton, which price shall include all labor, materials, equipment and incidental costs required to complete the work. Hot mix asphalt roadway surface and intermediate courses shall be paid for under Item 460 regardless of material type. All HMA driveways and driveway aprons shall be paid for under Item 703. HMA Walk Surface shall be paid for under Item 702.

**Asphalt emulsion for tack coat and HMA joint sealant shall be incidental to Item 460.**

**ITEM 514.2****GRANITE CURB INLET – STRAIGHT  
MUNICIPAL STANDARD****EACH**

The work under this item shall conform to the Town of Natick Construction Standards and Details.

**COMPENSATION**

Granite curb inlet - municipal standard shall be measured and paid for at the Contract unit price per Each, which price shall include all labor, materials, equipment and incidental costs required to complete the work.

**ITEM 619.****STEEL BACKED TIMBER GUARDRAIL – TYPE A****FOOT**

This work shall consist of constructing a steel backed timber guardrail system with timber posts and block-outs.

**MATERIALS**

Furnish timber conforming to AASHTO M 168. Fabricate the 6-inch by 10-inch timber rail and the 4-inch by 9-inch blockouts from dry, well-seasoned, and dressed rough sawn Douglas fir, southern pine or other species having a stress grade of at least 10 megapascals. Rough sawn timber tolerance shall apply only to the timber cross section and post length. Rail lengths shall be as shown on the Details. Treat timber rail, blockout elements and posts according to AASHTO M 133.

Do not use a wood guardrail post that has a through check, shake or end split in the same plane as, or a plane parallel to the bolt hole and extending from the top of the post to within 3 inches of the bolt hole.

Fabricate the steel backing elements from 3/8-inch structural steel conforming to ASTM A242. Fastener hardware for the steel backed timber guardrail shall be weathering steel conforming to ASTM A242.

**CONSTRUCTION METHODS****Posts**

1. When pavement is within 3 feet of guardrail, set posts before placing the pavement.
2. Do not shorten guardrail posts unless the cut end is set in concrete.
3. If an impenetrable object is encountered while placing posts, enlarge the hole to provide not less than 6 inches clearance on all sides, and to a minimum depth of 2'- 6". Set the post in concrete to within 6 inches of the top of the hole. Backfill and compact the

remaining 6 inches with acceptable material. Decrease the post spacing from that shown on the Contract Drawings. Do not change the post lengths and spacing in terminal sections.

4. Drive posts into pilot holes that are punched or drilled. The dimensions of the pilot hole shall not exceed the dimensions of the post by more than 5/8-inch. Set posts plumb, backfill and compact.
5. Stamp the post length on the top of all wood posts. Re-stamp numbers disturbed during installation.  
Shop-paint the steel supports with Federal Standard Color FS 17038 (03120F) Black.

#### Timber Rail

1. Equally space bolts along the front face of the timber rail to match the holes in the steel backing. Align timber guardrail along the top and front edges of the rail.
2. Field cut timber rails to produce a close fit at joints.

Where it is not possible to maintain a 2-foot minimum between the back of the guardrail post and the top of a slope 1:2 or steeper, increase the post length to 8 feet.

Field cutting, drilling, etc. of treated wood shall be avoided whenever possible. The Contractor shall handle all treated wood in accordance with the American Wood Preservers' Association Standard M4 at all times including Standard M4 requirements for the treating of any field cuts or holes.

Field drill holes in the steel splice plates and field cut steel rails at joints only on curved sections or where required to correspond to the field cut wood rails at joints. Do not use a torch to cut holes, slots, plates or rails. Specified hole diameters and slot dimensions in the structural steel shall not be modified in the field.

#### COMPENSATION

Steel backed timber guardrail will be measured for payment by the Foot installed, measured along the face of the guardrail, from post to post, complete in place.

Steel backed timber guardrail will be paid for at the Contract unit price per Foot, which price shall include all labor, materials, equipment and incidental costs required to complete the work. No separate payment will be made for clearing and grubbing, grading, reinforcing and concrete footings, but all costs in connection therewith shall be included in the Contract unit price bid.

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<b><u>ITEM 645.142</u></b>	<b><u>42 INCH CHAIN LINK FENCE (PTR) VINYL COATED</u></b>	<b><u>FOOT</u></b>
	<b><u>(LINE POST OPT.)</u></b>	
<b><u>ITEM 652.042</u></b>	<b><u>42 INCH CHAIN LINK END POST</u></b>	<b><u>EACH</u></b>

The work under this item shall conform to the relevant provisions of Section 644 of the Standard Specifications and the following:

#### MATERIALS

All fencing shall be black-colored vinyl coated chain link fence.

All posts, rails and attachment hardware shall be painted black.

The fence shall be secured to the top rail in a manner that the top of the fence is even with the rail (no part of the fence shall be exposed above the top of the rail).

Sleeves shall be provided for the installation of the chain link fence in the cement concrete cap. The inside diameter of the sleeves shall be sufficient to provide a tight fit with the posts. The Contractor shall note that the end posts may require a larger diameter sleeve.

#### COMPENSATION

42-inch chain link fence (PTR) vinyl coated (line post option) will be measured for payment by the Foot installed, measured from post to post, complete in place.

42-inch chain link fence end post will be measured for payment by Each installed, complete in place.

42-inch chain link fence (PTR) vinyl coated (line post option) will be paid for at the Contract unit price per Foot, which price shall include all labor, materials, equipment and incidental costs required to complete the work. No separate payment will be made for clearing and grubbing, grading, reinforcing and concrete footings, and pipe sleeves, but all costs in connection therewith shall be included in the Contact unit price bid.

42-inch chain link fence end post will be paid for by each installed.

**ITEM 655.02****REFURBISH HAND RAIL****LUMP SUM**

The work under this item shall conform to the relevant provisions of Section 961 of the MassDOT Supplemental Specifications and the following:

**DESCRIPTION**

The work shall include spot repair/bending of the existing handrails that run along the bridge parapets. In addition, the work includes cleaning of the existing handrails and painting.

The handrails are solid wrought iron rails believed to be installed in the 1930s. It is believed that the rails have not been previously painted, and exhibit a surface coat of rust. In addition, one portion of the handrail has been bent and is no longer connected to its post.

In addition to surface preparation and painting of the handrails, this item includes environmental protection and containment of work areas. The Contractor shall comply with all relevant section of the Supplemental Specifications Section 961.

**SUBMITTALS**

The contractor shall prepare project submittals including but not limited to process control procedures (PCP) and quality control procedures (QCP) indicating equipment to be used, how the work will be performed and how quality will be verified throughout the duration of the project.

The PCP and QCP shall be reviewed and approved by the Owner 15 days prior to the work being performed on the handrails.

**METHODS**

Prior to cleaning and painting, the contractor shall heat and straighten the bent portion of railing to its original shape, without damaging the railing, and re-insert the rail into the post.

The cleaning and painting work shall be performed in accordance with Section 961 Maintenance painting of Steel Bridges (Supplement C 2015). Surface preparation shall be performed in accordance with Subsection 961.62 modified to SSPC SP-15 or SSPC SP-6.

It is not the intention of the work to provide a smooth surface but rather to ensure that coating(s) to be applied to the railing will adequately cover and bond, and provide minimum of 15 years of useful service.

After the railings have been cleaned, the Contractor shall apply one (1) coat each of an epoxy mastic primer, epoxy mid coat and a polyurethane top coat. Color for the polyurethane top coat shall be black. All protective coatings shall be applied in accordance with the manufacturers' product data sheet.

COMPENSATION

Payment for Item 655.02 shall be made at the Lump Sum Bid price in accordance with the Supplemental Specifications Section 961. The lump sum bid price shall include all labor, materials and equipment necessary to perform the work to the satisfaction of the Engineer.

**ITEM 669.1****FENCE REMOVED AND DISCARDED****FOOT**

The work under this item shall conform to the relevant provisions of Section 665 of the Standard Specifications and the following:

DESCRIPTION

The work under this item shall include the dismantling, removal and disposal of existing fence as designated on the plans and as directed by the Engineer including the cutting off and removal of all associated posts.

CONSTRUCTION

The existing fence is a post and rail fence with metal posts embedded into a concrete slab mounted on top of an existing stone and mortar retaining wall. The metal posts shall be cut flush with the existing slab. The post embedded in the concrete slab shall be removed as part of the slab demolition. It is unknown if the wood rails, consisting of a 4X4 upper rail and a 2x6 lower rail, have been treated with wood preservative. If so, the wood shall be disposed of per relevant laws and regulations. The cost for such disposal shall be included in the cost of this item.

COMPENSATION

Fence removed and discarded will be measured for payment by the foot of fence removed.

Fence removed and discarded will be paid for at the Contract unit price per foot, which price shall include all labor, materials, equipment and incidental costs required to complete the work. No separate payment will be made for sawing the posts and the disposal of treated wood products, but all costs in connection therewith shall be included in the Contract unit price bid.

**ITEM 685.3****STONE MASONRY WALL REPAIRS****LUMP SUM**

The work under this item shall conform to the relevant provisions of Section 685 of the Standard Specifications and the following:

The work shall consist of removing all vegetation from the wall to expose the wall for inspection. The Contractor, Engineer and the Town shall decide which areas of the wall to remove and replace the mortar. The work included under this item shall consist of

approximately 20 feet of the wall on each side of the entrance to the park (Station 21+40± Right), and include both sides of the wall. It shall be up to the Bidder to determine the approximate Scope of Work for bidding purposes.

The work shall also include resetting stone that has come off the wall back in place in a full bed of mortar.

Once the areas of cracked, broken or missing mortar have been determined, the Contractor shall remove all mortar from the joints between the field stone. The mortar shall be removed using hand tools such as hammers, mason chisels and grinders. No large power tools shall be used. Once the old mortar has been removed and the existing stone cleaned and wetted, new mortar shall be placed and thoroughly packed to completely fill the joint.

The mortar shall have a color admixture to darken the mortar, but the admixture shall be guaranteed not to stain the field stone blocks or damage the mortar. The color is intended to replicate the existing color i.e. have an aged look.

#### COMPENSATION

Stone masonry wall repairs will be paid for at the Contract lump sum price, which price shall include all labor, materials, equipment and incidental costs required to complete the work. No separate payment will be made for vegetation removal, but all costs in connection therewith shall be included in the Contract lump sum price.

#### ITEM 697.1

#### SILT SACK

#### EACH

The work under this item shall conform to the relevant provisions of Sections 227 and 670 of the Standard Specifications and the following:

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

#### CONSTRUCTION

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

The silt sack shall be as manufactured to fit the opening of the drainage structure under regular flow conditions, and shall be mounted under the grate. The insert shall be secured from the surface such that the grate can be removed without the insert discharging into the structure. The

filter material shall be installed and maintained in accordance with the manufacturer's written literature and as directed by the Engineer.

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

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

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

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

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

#### COMPENSATION

Silt sacks will be measured for payment by the each, complete in place.

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

#### ITEM 699.1

#### SOIL HARDENER

#### LUMP SUM

The work under this item shall conform to the relevant provisions of Section 401 of the Standard Specifications and the following:

#### DESCRIPTION

The intent of the work is to apply a binding agent to the top two (2) inches of the gravel base prior to paving the roadway over the bridge. The binding agent may be a synthetic copolymer, a biopolymer, a calcium lignosulphonate-based solution or equivalent. The intention is to create a hydrophobic layer of gravel beneath the asphalt pavement to reduce water penetration. Bitumen

or Portland cement concrete-based agents will not be permitted. Due to the environmentally sensitive location, the type of hardener selected shall be environmentally safe.

The limits of work are the full width of the roadway between Stations 22+05 to 23+30.

### SUBMITTALS

The contractor shall prepare project submittals including but not limited to the product to be applied to the gravel base, and quality control procedures (QCP) indicating equipment to be used, how the work will be performed, the approximate time for application and setting of the agent, and how quality will be verified throughout the duration of the project.

The submittal shall be reviewed and approved by the Owner 15 days prior to the work being performed.

The Contractor shall use the sieve analysis performed for the project to show the material selected as a binding agent will be acceptable for the existing gravel subbase. The application of binding agent shall be adjusted per manufacturer's direction to account for different soil sizes.

### CONSTRUCTION

It is intended that the application and mixing of the binding agent into the top two (2) inches of the gravel base be performed in the same day as placing the two courses of intermediate pavement. Work will be limited to one side of Pleasant Street at a time, to allow for one-way traffic.

### COMPENSATION

Soil hardener will be paid for at the Contract lump sum price, which price shall include all labor, materials, equipment and incidental costs required to complete the work.

<u>ITEM 701.</u>	<u>CEMENT CONCRETE SIDEWALK</u>	<u>SQUARE YARD</u>
<u>ITEM 701.1</u>	<u>CEMENT CONCRETE SIDEWALK AT DRIVEWAYS</u>	<u>SQUARE YARD</u>
<u>ITEM 701.2</u>	<u>CEMENT CONCRETE WHEELCHAIR RAMP</u>	<u>SQUARE YARD</u>

The work under these items shall conform to the relevant provisions of Sections 701 of the Standard Specifications and the following:

A liquid color admixture shall be included to darken the concrete. The intent is to provide an aged look to the sidewalk that will complement the bridge walls. The color admixture shall be added to the concrete at the plant. The use of a spray applied colorizer is not acceptable. Liquid coloring admixture is not to initiate or promote corrosion of reinforcing steel.

A test panel at least 5' wide by 6' long shall be constructed and allowed to cure. The test panel shall be constructed similarly to sidewalks, using the same construction methods. The test panel color shall be approved prior to constructing the sidewalks. If the test panel color is not accepted, other test panels shall be constructed, until a color is accepted. Due to possible color variations, the test panel shall not be incorporated into the proposed sidewalks, but instead shall be constructed at another location on-site. Cost of the test panel shall be included in the cost of the sidewalk. One test panel will be sufficient for all three items.

<b><u>ITEM 701.01</u></b>	<b><u>CEMENT CONCRETE SIDEWALK</u></b>	<b><u>SQUARE YARD</u></b>
	<b><u>(EXPOSED AGGREGATE CONCRETE)</u></b>	
<b><u>ITEM 701.21</u></b>	<b><u>CEMENT CONCRETE WHEELCHAIR RAMP</u></b>	<b><u>SQUARE YARD</u></b>
	<b><u>(EXPOSED AGGREGATE CONCRETE)</u></b>	

The work under these items shall conform to the relevant provisions of Sections 701 of the Standard Specifications and the following:

#### DESCRIPTION

The work under these items shall include the construction of sidewalks and wheelchair ramps with an exposed aggregate finish. Contractor may propose changes to this specification in order to provide an end result which will match adjacent exposed aggregate finished sidewalks. All proposed changes must be approved by Project Manager prior to use. A color admixture shall be used such that the finished concrete shall have an aged look.

#### MATERIALS

Aggregate for the modified concrete mix shall be a multi-colored rounded stone meeting the following gradation requirements:

<u>Sieve Size</u>	<u>% Passing</u>
3/4"	100%
3/8"	40% - 80%
#4	0% - 15%

Chemical horizontal surface retarder is to be water soluble spray applied organic chemical surface retarder that delays set of concrete to create exposed aggregate surface. Surface retarder is to be such that it will retard but not kill hydration of concrete, will allow aggregate to retain its natural appearance without effecting color or luster of aggregate, and is in compliance with Federal V.O.C. standards for concrete surface retarders.

Sealer is to be single component transparent liquid designed to cure and seal exterior concrete surfaces, including exposed aggregate concrete. Sealer is to be such that it will bring out radiance and luster of natural aggregate, providing long lasting and durable finish, and is in

compliance with Federal V.O.C. standards for concrete sealers. Number of coats shall be per manufacturer's direction.

### CONSTRUCTION

As soon as water sheen is no longer visible on finished concrete surface area, generally within 1 hour after placement of concrete, retarder is to be sprayed onto finished concrete surface area in accordance with manufacturer's instructions. Immediately after concrete area has been sprayed with retarder, concrete area is to be covered with polyethylene or curing blankets.

Provide an exposed aggregate finish using surface retardation to produce a light to medium exposure, so that the aggregate becomes the dominant surface feature. Embedment or top seeding of aggregate is not permitted. Retardant shall be applied in accordance with the manufacturer's instruction to produce a 1/4 inch etch of mortar removal after final set and comply with 521 CMR 29.00.

After sufficient time has passed to insure that surface aggregate is securely imbedded within concrete, concrete surface is to be washed with light pressure and broomed to produce desired exposed aggregate finish. Avoid excessive pressure which loosens individual aggregate particles.

Within 24 hours after exposed aggregate concrete surface has been flushed, exposed aggregate concrete surface is to be covered with sealant placed in accordance with manufacturer's instructions.

The contractor shall prevent the washed off concrete paste from being discharged to the Charles River. The catch basin receiving runoff shall be cleaned prior to construction, the outlet pipe plugged and washed off paste shall be vacuumed from the structure, to be disposed of in an environmentally acceptable manor. Once finished with the washoff, the contractor shall wash out remaining paste from catch basin walls and floor and the outlet pipe shall be unplugged. The cost of this work shall be included in the cost of the sidewalk or wheel chair ramp to which it applies.

### COMPENSATION

Sidewalk and wheel chair ramps with exposed aggregate finish will be measured for payment by the square yard, complete in place.

Sidewalk and wheel chair ramps with exposed aggregate finish will be paid for at the respective Contract unit prices per square yard, which price shall include all labor, materials, equipment and incidental costs required to complete the work.

**ITEM 705.1**                      **FLAGSTONE WALK REMOVED AND RESET**                      **SQUARE YARD**

The work under this item shall conform to the relevant provisions of Section 701 of the Standard Specifications and the following:

The work shall consist of removing and resetting flagstone walks at the back of the proposed sidewalk to transition the existing walkways into the proposed sidewalk due to grade changes and realignments of existing sidewalks resulting from the proposed roadway reconstruction. Lines and grades shall be consistent with the new sidewalk construction as shown on the plans and established by the Engineer.

The reset flagstone walks shall be similar in appearance to the walks which are removed or which are to abut an existing walk. All flagstones shall be thoroughly cleaned before being reset. If existing flagstones are broken or if the use of new stones is necessary to reset the walks, they shall be of the same color and texture as the existing stones. If the existing flagstone walk is set upon a cement concrete base course, a new concrete base course shall be constructed to the same depth as the existing base course and placed on an 8-inch gravel foundation.

The cement concrete base course shall conform to Material Specification M4.02.00. Cement mortar used to reset the flagstones shall conform to Material Specification M4.02.15.

It is the intention of this special provision that the reset flagstone walks, at the new locations, shall conform as close as possible in every detail to the existing walks.

**COMPENSATION**

Flagstone walk removed and reset will be measured for payment by the square yard, complete in place.

Flagstone walk removed and reset will be paid for at the Contract unit price per square yard, which price shall include all labor, materials, equipment and incidental costs required to complete the work. No separate payment will be made for removing and installing flagstones, new flagstones (as needed), cleaning and cement concrete base courses, but all costs in connection therewith shall be included in the Contract unit price bid.

**ITEM 707.**                      **STAIRCASE MODIFICATIONS**                      **LUMP SUM**

The work under this item includes the modification of the front staircase at 14 Pleasant Street. The project work will increase grades and bury the bottom step of the existing staircase. This item will modify the staircase in place to the new grade.

The work includes, but is not limited to, modifications to the stringers, risers, treads, banisters, handrails, lattice and trim boards as shown on the drawings. In addition, a concrete footing is required to be placed under the new bottom of stringer. New hardware is to be provided, and

new material consistent with existing material shall be provided as needed. Paint or stain new material to match existing colors of similar material. Paint all cut ends.

### COMPENSATION

Staircase modifications will be paid for at the Contract lump sum price, which price shall include all labor, materials, equipment and incidental costs required to complete the work.

### ITEM 755.1

### WETLAND RESTORATION AREA

### LUMP SUM

It shall be the responsibility of the Contractor to retain a Botanist, Biologist, Wetland Scientist, or other individual with similar qualifications and a minimum of two years experience in similar wetlands replacements, and thoroughly versed in the Commonwealth of Massachusetts Wetlands Protection Act (MGL C.131, s.40), its Regulations (310 CMR 10.00) and all other relevant regulations of the Department of Environmental Protection. This individual, herein after referred to as "Botanist", shall be approved by the Engineer.

The restored wetland area will take advantage of the natural wetland soils found in this location. These soils can be preserved by either covering them with a geotextile prior to disturbance or by removing these soils, stockpiling them during construction and reinstalling them to the approximate original grade of the natural wetland when the wetland restoration area is being constructed.

Within the restoration area, if the soils have been covered with geotextile, then they should be loosened so as to reduce soil compaction in the area. If the soils were removed, then they should be replaced at an elevation similar to the elevation of the ground surface prior to disturbance.

Woody vegetation shall be installed within the wetland restoration area to compensate for any plants removed during constructions. The species to be planted shall include:

PLANTING SPECIFICATIONS				
SYMBOL	SCIENTIFIC NAME	COMMON NAME	QTY	SIZE
Ai	<i>Alnus incana</i>	Speckled Alder	2	3-6' height

A native wetland diversity seed mixture shall be sown throughout the wetland replication area. The seed mix shall conform to the following:

SEEDING SPECIFICATIONS		
SCIENTIFIC NAME	COMMON NAME	%
<i>Carex vulpinoidea</i>	Fox Sedge	25
<i>Elymus virginicus</i>	Virginia Wildrye	25
<i>Carex lupulina</i>	Hop Sedge	12
<i>Carex comosa</i>	Bristly Sedge	6
<i>Verbena hastate</i>	Blue Vervain	6
<i>Juncus effusus</i>	Soft Rush	6
<i>Aster novae-angliae</i>	New England Aster	4
<i>Scirpus atrovirens</i>	Green Bullrush	4
<i>Scirpus cyperinus</i>	Woolgrass	4
<i>Eupatorium perfoliatum</i>	Boneset	2
<i>Eupatorium maculatum</i>	Spotted Joe Pye Weed	2
<i>Euthamia graminifolia (solidago G)</i>	Grassleaf Goldenrod	2
<i>Glyceria grandis</i>	American Manna Grass	2

The seed mix shall be lightly raked in the soil immediately after broadcasting.

#### Monitoring and Replacement

Monitoring will be performed in order to ensure satisfactory plant establishment and compliance with the performance standards for Bordering Vegetated Wetland from the Massachusetts Wetlands Protection Act Regulations at 310 CMR 10.55 (4)(b) or with any other relevant regulations of the Department of Environmental Protection.

#### COMPENSATION

Wetland restoration area shall be paid for at the Contract lump sum price which shall include all labor, materials, equipment and incidental costs required to complete the work. Cost shall be full compensation for the work described above, surveying of areas and existing conditions, Botanist, evaluation of presence of satisfactory existing wetland (hydric) soils for reuse in the restoration area, excavation or geotextile fabric, provision and placement of suitable wetland soil materials, grading, and protection of the work and any inspections and reports. The cost shall also be full compensation for seeding, fertilizers, watering, inspections, and all incidental costs for the satisfactory establishment of the wetland restoration area.

**ITEM 767.12****COMPOST FILTER TUBE****FOOT**

The purpose of this item is to provide a linear, compost-filled tube for filtering suspended sediments from storm water flow. Compost-filled tubes shall be installed along the edges of roads throughout the work area, around all storage and staging areas, and in any other location as directed by the Engineer. This item shall conform to the requirements of Section 751 and 767 of the Standard Specifications and the following:

**MATERIALS**

Material for the filter tubes shall be compost meeting M1.06.0, except that no manure or bio-solids shall be used. In addition, no kiln-dried wood or construction debris shall be allowed. Compost shall pass through a 3 inch sieve.

Tubes for compost filters shall be 12 inches (minimum) in diameter with an effective height of 9.5 inches. The tubes shall be jute mesh or approved biodegradable material.

Stakes for anchors, if required, shall be nominal 2x2 stakes.

**SUBMITTALS**

A catalog cut of the proposed compost filter tube shall be submitted to the Engineer for approval prior to installation.

**CONSTRUCTION**

Tubes of compost may be filled on site or shipped. Tubes shall be placed, filled and staked in place as required to ensure stability against water flows. All tubes shall be tamped to ensure good contact with soil.

The Contractor shall ensure that the filter tubes function as intended at all times. Tubes shall be inspected after each rainfall and at least daily during prolonged rainfall. The Contractor shall immediately correct all deficiencies, including, but not limited, to washout, overtopping, clogging due to sediment and erosion, and review location of tubes in areas where construction activity causes drainage runoff to ensure that the tubes are properly located for effectiveness. Where deficiencies exist, such as overtopping or wash-out, additional staking or compost material shall be installed as directed by the Engineer. Sediment deposits shall be removed as necessary to maintain the filters in working condition.

Filter tube fabric and stakes shall be removed when site conditions are sufficiently stable to prevent surface erosion, and after receiving permission to do so from the Engineer. All tube fabric shall be cut and removed and disposed of off-site by the Contractor. At the direction of the Engineer, the Contractor may rake out and seed compost so that it is no greater than 2 inches in depth on soil substrate.

The work under this item shall also include the restoration of any disturbed areas throughout the project with loam and seed or material similar to that which existed prior to construction. This work shall be done in accordance with the requirements of Section 751 and 765 of the Standard Specifications. This surface restoration work shall be completed in all areas disturbed by the contractor during construction, not only in areas disturbed by the compost-filled tubes.

#### COMPENSATION

Compost filter tube will be measured for payment by the foot of compost filter tube installed, complete in place. Measurement shall not include any overlap.

Compost filter tube will be paid for at the Contract unit price per foot, which price shall include all labor, materials, equipment and incidental costs required to complete the work. No separate payment will be made for stakes and tube fabric, compost mulch wedge along top of tubes, maintenance, removal and disposal of fabric and stakes, raking and seeding of compost, but all costs in connection therewith shall be included in the Contract unit price bid.

#### ITEM 874.41

#### TRAFFIC SIGN REMOVED AND DISCARDED

#### EACH

The work under this item shall conform to the relevant provisions of Section 828 of the Standard Specifications and the following:

The work shall consist of removing and discarding existing regulatory, warning and directional signs and supports not required for reuse on this project.

#### CONSTRUCTION

The supports and existing foundations shall be removed to a depth of at least 12" below proposed sidewalk and 36" below proposed pavement grade and the existing ground and the holes backfilled with gravel. The surface shall be patched with a material to match the existing ground or as directed by the Engineer. The signs and supports shall become the property of the Contractor.

If signs are attached to existing light poles, utility poles or traffic poles, only the sign and attached hardware shall be removed and discarded.

#### COMPENSATION

Traffic sign removed and discarded will be measured for payment by the each, complete in place.

Traffic sign removed and discarded will be paid for at the Contract unit price per each, which price shall include all labor, materials, equipment and incidental costs required to complete the work.

No separate payment will be made for dismantling, loading, transporting and discarding of the signs and supports as designated above, the excavation and disposal of the existing foundation and the supplying and placing of compacted gravel backfill where foundations and posts are removed, and the patching of the existing surface, but all costs in connection therewith shall be included in the Contract unit price bid.

**ITEM 901.****4,000 PSI, 1.5 IN., 565 CEMENT CONCRETE****CUBIC FOOT**

The work under this item shall conform to the applicable provisions of Section 901 of the Standard Specifications, the Plans, and the following:

**CONSTRUCTION**

Item 901 shall be used in constructing the cement concrete cap on the existing retaining wall to the southwest of the bridge to the approximate dimensions shown on the plans. The Contractor shall note that in the vicinity of the southwest bridge parapet, two (2) pipes are located under the existing concrete cap that allow for bleeding of the existing water main. In forming the new concrete cap, the contractor shall box out or otherwise provide an unrestricted means of access to the pipes to allow for future replacement.

In the area of the 3.5' x 2' concrete cap, the contractor shall provide sleeves to facilitate the installation of the wood posts for the steel-backed timber guard rails as show on the plans. In addition, in this area, the Contractor shall place #6 epoxy coated steel rebar in accordance with the detail shown on the plans.

Along the entire length of the concrete cap, the contractor shall provide sleeves to facilitate the installation of the chain link fence.

Prior to placement of the concrete, the Engineer shall approve the location and method of holding the sleeves in place while the concrete is poured.

**COMPENSATION**

4,000 psi, 1.5 in., 565 Cement Concrete will be measured for payment by the cubic yard, complete in place.

4,000 psi, 1.5 in., 565 Cement Concrete will be paid for at the Contract unit price per cubic yard, which price shall include all labor, materials, equipment and incidental costs required to complete the work.

Steel rebar, and sleeves for both wood posts and chain link fence posts shall be considered incidental to this item.

**ITEM 908.01    INJECTED MASONRY GROUT FILL – SCOUR WALLS    CUBIC FOOT**

The work under this item shall conform to the applicable provisions of Section 901 of the Standard Specifications, the Plans, and the following:

The work shall consist of installing grout in the locations shown on the Plans. There are 2 different locations that require grout injection (at the west end of pier 1 and under the southwest retaining wall). Injected grout will be required to fill small to medium voids. If undermining is found, mortar/grout injection shall be used to fill those voids as well in accordance with the details on the plans. The Contractor shall furnish all labor, materials and equipment required to complete the work.

The grout installation work consists of, but is not limited to furnishing all materials, equipment, and labor required for placing, securing, and finishing cementitious grout fill. The work shall include finishing of all newly placed grout fill within the voids to the limits of the existing channel walls and channel bed or as shown on the plans, the cleaning of excess grout material from channel walls, cleaning of any grout material from the river bottom or adjacent areas, and any preparatory cleaning of surfaces which are to receive new grout fill.

**Quality Assurance**

Workers, including foremen, finishers and delivery equipment operators, shall be fully experienced to perform the work. All delivery equipment operators on this project shall demonstrate through similar projects ability to satisfactorily place the grout fill.

**Site Conditions**

Prior to start of any grout fill installation activity, the Contractor and Engineer shall jointly inspect the site to observe and document the preconstruction condition of the site including existing voided areas, river levels, and river bottom profile. When the Contractor's methods or operations or failure to follow the specified/approved construction sequence, result in damage to the site, as determined by the Engineer, the costs of providing corrective actions will be borne by the Contractor.

Particular attention shall be paid to any areas of undermining or potential undermining. Additional river bed material removal may be required to fully expose the undermined area and to allow access for the contractors grouting operation.

**Submittals**

Upon approval of the Contractor's qualifications submittal, the following information shall be submitted in writing for review and approval by the Engineer a minimum of 15 calendar days prior to the scheduled start of grout fill installation.

1. The proposed start date and proposed detailed grout installation sequence including:
  - a. Plan describing how the water will be diverted, controlled and maintained clean, refer to item 991.1.
  - b. Proposed methods and equipment for cleaning the voids of debris and any material that might interfere with the adhesion of the grout
  - c. Measures to ensure that the grout fill stability will be maintained during installation
  - d. List of all proposed equipment
2. Proposed methods of grout fill placement (delivery), controlling and maintaining flow and grout fill depth (thickness).
3. Proposed equipment for cleaning masonry, and for installing grout fill. All equipment shall be appropriately sized for the areas to be filled.
4. Proposed methodology for cleaning the remaining viewable areas from latent grout fill material.
5. Proposed methodology for cleaning the river bottom from spilled, discarded, dropped, or other latent grout fill material. Please note grout must be installed when brook is diverted. Water shall not be allowed back into the work zone until all cleaning of the river bottom is complete.
6. Prewetting liquid characteristics, and application procedure. Procedure shall include times and regularity of application/reapplication.
7. Proposed hot weather work methods to ensure proper cure time and strength of finished concrete. Methods shall be in accordance with ACI 305.
8. Grout fill mix design including:
  - a. Type of Portland cement.
  - b. Aggregate source and gradation.
  - c. Proportions of mix by weight and water-cement ratio.
  - d. Proposed admixtures, manufacturer, dosage, technical literature.
  - e. Previous strength test results for the proposed grout mix completed within one year of the start of application may be submitted for initial verification of the required compressive strengths at start of production work.
9. Curing compound; a non-toxic, water-based curing compound conforming to the requirements of ASTM C309.
10. Grout placement plan.
11. Repair location plan.

12. Any formwork or false work, if required.

13. Staging design, if required.

The results of all production test samples shall be submitted to the Engineer upon receipt.

### MATERIALS

Furnish materials new and without defects. Remove defective materials from the job site at no additional cost.

1. All materials for grout fill shall conform to the following requirements:

a. Cement: AASHTO M85/ASTM C150, Type I or II – Low Alkali. The following will not be accepted:

- i. Air entrained cement
- ii. Lumnite cement
- iii. Other fast set additives

b. Aggregate: ASTM C144 clean, natural.

c. Water: Clean and potable, AASHTO M157/ASTM C94

2. Prewetting Liquid: Shall consist of clean potable water in accordance with AASHTO M157/ASTM C94. Additional, non-toxic additives may be combined with the water to prolong the prewetted condition of the stone masonry or to assist with grout fill adhesion to the stone masonry.

3. Curing/Surface Enhancement Coating: be non-toxic, water based in accordance with the requirements of ASTM C309.

### Materials Handling and Storage

The Contractor shall store cement in a way that prevents moisture degradation and partial hydration. Do not use cement that has become caked or lumpy. Store aggregates so that segregation and inclusion of foreign materials are prevented. Do not use the bottom 3 inches of aggregate piles in contact with the ground.

### Grout Fill Mix Design

Grout fill mix shall be a zero slump cement based material.

1. Aggregate: Aggregate for grout fill shall meet the gradation, strength, and durability requirements of ASTM C144.
2. Proportioning and Use of Admixtures: The dry components shall be made up of 40% Cement and 60% aggregate plus admixtures. Do not use admixtures unless approved by the Engineer. Thoroughly mix admixtures into the cement/aggregate (grout fill) dry mix at the rate specified by the manufacturer. The maximum allowable chloride ion content of all ingredients shall not exceed 0.10% when tested to AASHTO T260.
3. Strength Requirements: Provide a grout fill mix capable of attaining 4000 psi compressive strength in 28 days.
4. Mixing and Batching: Aggregate and cement may be batched by weight or by volume in accordance with the requirements of ASTM C94 or AASHTO M241/ASTM C685. Mixing equipment shall thoroughly blend the materials in sufficient quantity to maintain placing continuity. The use of retarding admixtures shall not be used.

#### Field Quality Control of Grout Fill

Furnish at least four samples of grout fill each day at the time of the Engineer's choosing, prepared in a similar method as is used to install grout fill for the purpose of testing material strength. Immediately after collecting, field moist cure the samples by covering and tightly wrapping with a sheet of material meeting the requirements of ASTM C171 until they are delivered to the testing lab or test specimens are extracted. Do not immerse samples in water. Do not further disturb samples for the first 24 hours after collecting.

The Contractor shall provide equipment, materials, and personnel as necessary to obtain samples for testing including field curing requirements. Final acceptance will be based on the 28-day strength, however each day, 4 samples shall be taken, two to be tested at 3 days and two to be tested at 28 days. Testing shall be as specified within or as according to relevant provisions of Section 901 and Materials Section M4. The Contractor shall employ an independent testing laboratory to test the strength of the production grout fill. The independent laboratory shall prepare and provide weekly reports to the Engineer of the test results. All specimens and result data shall be uniquely identified and easily paired for comparison.

Grout fill production work may commence upon initial approval of the mix design, and inspection of the preconstruction qualification mock-up, and shall continue if the specified strengths are obtained. The work by a crew will be suspended if the test results for their work do not satisfy the strength requirements, or if, in the opinion of the Engineer, inadequate grout filling of the masonry or if voids are observed. If inadequate filling, voids, areas where grout fill is segregated, cracked, separating from the stone masonry, dripping, or any other condition which in the opinion of the Engineer represents inadequate work are found, work shall immediately stop. The Contractor shall change all or some of the following: the mix, the crew, the equipment, or the procedures. The cost of all work required to obtain satisfactory strength tests and grout placement will be borne by the Contractor.

The Contractor shall periodically check installed grout fill for layering, or voids, and remediate if found.

### CONSTRUCTION

Provide positive control and discharge of all surface water that could affect installation of the grout fill. Repair damage caused by surface water at no additional cost. Capture surface water runoff flows and flows from exiting subsurface drainage structures and convey to an outfall structure or storm sewer, as approved by the Engineer. Refer to Item 991.1 for further direction.

Divert water flow around the work zone. The work area shall be dry with no water flow in the work zone.

The contractor shall install dust control measures to prevent the dust from grouting operations from entering the river or the environment surrounding the work zone. The Contractor is to submit his proposed method of dust control to the Engineer for review and approval prior to the start of any grouting.

Clean the joints and stone masonry of all latent materials and organics with clean potable water. If power washing is used, the maximum pressure shall be less than 50 psi. Blow all joints clean with oil free air. All wash water shall be collected and disposed of off-site. The wash water shall not be discharged into the river without pre-treating. All loose materials, mud, rebound, overspray, or latent material from previous applications, or other foreign matter that could prevent or reduce grout bond shall be removed. Remove any surface material, which is loosened or damaged, to a sufficient depth to provide a base that is suitable to receive the grout fill. Remove material that loosens as the grout fill is applied.

The stone masonry shall be prewetted immediately prior to application of grout fill. The interior of each joint, as well as an area of at least 1 inch to each side of the joint stone surface shall be prewet. Masonry which is subjected to warm temperatures or direct sunlight shall be cooled by sufficient application of prewetting liquid. The Contractor shall as part of his/her submittal on grout fill application procedures; prepare a procedure for maintaining the prewet condition of the masonry stone work, indicating when additional prewetting is necessary to optimize conditions for grout fill application. The Contractor shall perform additional prewetting to masonry at specified intervals during each work day.

The Contractor shall ensure that the thickness of grout fill completely fills the voids. It will be the Contractor's responsibility to remove all latent grout fill material from the exposed surfaces. All cleaning of adjacent surfaces shall be considered incidental to the work under this item.

The Contractor shall control the grout fill placement thickness, installation technique, and rate of placement to prevent sagging or sloughing of freshly-applied material. The Contractor shall repair surface defects as soon as possible after placement. Remove and replace grout which exhibits segregation, honeycombing, lamination, voids, or sand pockets. In-place grout fill

determined to not meet the specified strength requirement shall be subject to remediation by removal and replacement if possible, otherwise the area shall be remediated by other methods proposed by the Contractor and approved by the Engineer. All work associated to repair of grout fill shall be at the Contractor's expense, and no further compensation will be given.

The grout fill finish shall be a smooth finish with amplification of finished surface of less than 1/8-inch. The finished grout fill joint surface may be finished while grout is wet, or may be rubbed following initial set time of three days. The Contractor shall protect adjacent surfaces from overspray during shooting of grout fill using a spray applied method of installation. Any spray applied or shot applied methodology shall use equipment limiting the pressure of application to not greater than 100 psi.

During installation, the Contractor shall maintain a clean, dry, oil-free supply of compressed air sufficient for maintaining adequate nozzle velocity at all times. The equipment shall be capable of delivering the material accurately, uniformly, and continuously through the delivery hose.

The work shall be limited by the following weather limitations:

1. No grout fill shall be placed when the ambient temperature is below, or predicted to fall below 40 degrees Fahrenheit within a 48 hour time frame.
2. Suspend grout fill application during high winds and heavy rains unless suitable protective covers, enclosures or wind breaks are installed.
3. Remove and replace newly placed grout fill exposed to rain that washes out cement or otherwise makes the material unacceptable.
4. Provide a polyethylene film or equivalent to protect the work from exposure to adverse weather.

#### Curing of Grout

Grout is to be damp cured for 3 days following its placement. Damp curing shall be achieved by applying damp burlap, misting the grout surface if it starts to dry, or similar Contractor supplied method. Curing method is to be presented in the shop drawing for the grout injection and must be approved by the Engineer prior to use. Curing compounds are not allowed. Discontinuing the dewatering and allowing the work zone to flood is not an acceptable curing method.

#### Basis of Acceptance

The work will be considered acceptable only after verification of the depth of grout penetration has been presented to the Engineer. The Contractor is responsible to provide a hammer drill, 2' long drill bit and an equipment operator. The Engineer will direct the equipment operator where to drill for verification. A minimum of 3 verification ports will be required. No work will be accepted unless the Engineer can verify the required depth of grout. It is the responsibility of the

Contractor to prove to the Engineer that the grout depth is in accordance with the plans and specification. The presence of voids in the grout will not be accepted.

The Contractor is responsible to repair, replace, or modify any area that the Engineer does not find adequate grout penetration at his expense. No additional payment will be made for the Contractor remediating insufficient depth. The Contractor will submit to the Engineer a plan as to how the correct depth will be achieved without damage to the existing structures. Only after the Engineer has approved the Contractor's plan, can the Contractor proceed with the work.

### COMPENSATION

The work under this Item shall be measured for payment at the Contract unit price bid per cubic foot for Item 908.01 – Injected Masonry Mortar/Grout Fill installed for the complete grout filling of the existing stone masonry of the bridge structure.

The quantity shown on the plans and used for estimating purposes is the area of the face of the arch or wall to be grouted and an assumed 18" depth. The contractor is to determine the percentage of voided area to be filled prior to bidding and base his bid on this percentage. The payment measurement shall be based on the area requiring grouting, as shown on the plans, even though the majority of this area is stone, not void.

The cost for this work shall include full compensation for, including, but not limited to, all labor, equipment, worker protection, environmental compliance, materials, tools, material sampling and testing, cleaning and prewetting the masonry, removal of old cementitious material from the joints, installation of grout fill, finishing work, work related to the Engineer's inspection, riverbed clean up, and any incidentals required to complete the work to the satisfaction of the Engineer in accordance with all requirements of the contract.

### ITEM 991.1      CONTROL OF WATER – STRUCTURE N-03-016 (24R)      LUMP SUM

The work under this item shall conform to the relevant provisions of Subsection 140.60 of the Standard Specifications, the plans, and the following:

The work shall consist of installing and maintaining a temporary water control system to restrict the flow of water under the bridge as specified herein and shown on the Plans. The Contractor shall furnish all labor, materials and equipment required for completing the work. Furthermore, the operations of Control of Water neither shall cause the accumulation of siltation nor any adverse effect to the water or the environment.

Work under this item shall include all materials, equipment and labor needed to construct and install temporary control of water systems. The temporary control of water systems includes water flow diversion and sedimentation and erosion control. The temporary control of water systems shall be non-permanent which does not harm the ecology of the river, land under water, and surrounding land, and shall be comprised of sand bag cofferdams or other approved

impervious curtains, and dewatering to facilitate construction activities. Driven systems (Sheet Pile, Soldier Pile and Lagging, etc.) will not be permitted as control of water systems, as their installation will likely permanently and irreparably damage the dry laid masonry structure. Operations of Control of Water shall not adversely affect the quality of the required construction.

Work under this Item also includes pumping operations. Due to site constraints, a frac tank will be required to collect the pump water. The discharge from the frac tank enter into the existing drainage system through a catch basin as noted on the plans. Turbidity caused by the discharge from the frac tank shall be minimized. The Contractor shall submit proposed methods for reducing velocity in the discharge to the Engineer for approval prior to any work commencing in the river.

As part of the work under this item, it is the responsibility of the Contractor to determine the need and extent of dewatering required.

#### Submittals

Prior to the commencement of any work at the site, the Contractor shall submit to the Engineer and Natick Conservation Commission for review and approval, a detailed plan for water control, including the construction of the water control system, and a sequence of repair work with a timetable and details specific to each of the phases of construction. The submittals shall include working drawings and calculations detailing the methods and materials proposed to account for all anticipated loads and construction conditions necessary to permit the work while maintaining a safe work area and protecting property from damage.

The Water Control Plan shall include a Sedimentation and Erosion Control Plan and a Water Flow Diversion and Containment Plan in accordance with this specification and the Order of Conditions from the Natick Conservation Commission. The plans shall be adequate in detail to define specifics regarding materials, sizes, connections and incidental items associated with the work. The furnishing of such plans shall not serve to relieve the Contractor's responsibility for the safety of the work or his responsibility for the successful completion of the project. The proposed plans submitted shall be designed and stamped by a Professional Engineer registered in the Commonwealth of Massachusetts. The Contractor's attention is directed to the Order of Conditions included herein, for additional information on submittal requirements. In particular, the Contractor shall note Special Condition No. 27 of the Order of Conditions as it may potential pertain to generator(s) required for dewatering.

The Contractor shall make his/her own evaluation of existing conditions and water flow, the effects of his proposed temporary works and construction methods, and shall provide in his design for all loads and construction conditions necessary to permit construction of the specified structures while maintaining public safety, and protecting completed work and all third party property from damage due to his operations. The Contractor shall also provide a description and details of the intended methods to prevent debris, including airborne particles, from entering the Charles River during the entire project duration.

Sedimentation and Erosion Control Plan: The Contractor shall submit to the Engineer, plans and details of the intended frac tank system that will be used along with dewatering techniques, and its location at the bridge site. All discharge resulting from dewatering activities shall be directed to temporary frac tank at a location approved by the Engineer. At no time shall said discharge be directly released into the river. The proposed plan shall include methods and equipment necessary to discharge water from the frac tank. The frac tank shall be sized appropriately to adequately dewater from the proposed work zone while allowing sufficient time for sediments to settle out of the water, and with a depth such that a minimum of 18 inches of freeboard is maintained throughout its use.

Water Flow Diversion and Containment Plan: The Contractor shall submit plans and details along with a complete description showing the proposed cofferdam system for control of water and dewatering plan to the Engineer for his approval prior to the start of the work. The proposed plan shall include methods and equipment necessary to perform the work and shall include water discharge methods and equipment to bring water from the work zone to sedimentation treatment basin.

### CONSTRUCTION METHODS

This work shall also include dewatering within the cofferdams, if needed to conduct the work. The dewatering discharge shall be directed to a temporary frac tank. The bags shall not decay nor rip or tear during the installation, its service life within the waterway, or during the cofferdam removal process. The Contractor shall not disturb the stream bed prior to placing the cofferdams in order to avoid migration of silts and sands further downstream. The Contractor is responsible for researching the seasonal flow characteristics of the Charles River to determine appropriate cofferdam details.

The Contractor is responsible to provide any additional water control measures that are required. If sandbags are used, the bags shall not decay nor rip or tear during the installation, its service life within the waterway, or during the cofferdam removal process. The Contractor shall not disturb the stream bed prior to placing the cofferdams in order to avoid migration of silts and sands further downstream.

Measures to control the discharge of sediment or pollutants into the water resource areas shall include, but not be limited to the following:

1. Site construction areas outside the buffer zones and on relatively flat ground.
2. Schedule the work within the resource areas to avoid periods of anticipated high water (i.e. spring floods) and inclement weather.
3. Management of construction operations involving hazardous materials within the resource areas.

4. Installation and continuous maintenance of water control measures throughout the project.
5. Treatment of all discharge resulting from dewatering activities through a frac tank to control turbidity. At no time shall the discharge from dewatering activities be directly released into a resource area.
6. The catch basin to be utilized for discharge outlets through a headwall to the west of the basin. The Contractor shall supplement the existing stones located at the outlet with stones of adequate size to prevent any erosion from occurring as the result of the Contractor's operations. The supplemental stones may be from natural surface stones found in the immediate area, or similar rounded stones obtained from off-site sources.

The locations of any sandbag dams or cofferdams will be determined by the Contractor based on the selected methods of construction.

The frac tank and discharge channel shall meet or exceed the following criteria:

1. The size and location of the tank shall be determined based on the size of the Contractor's pump and the anticipated flows for the river and the need to perform the masonry arch strengthening work in the dry.
2. The outlet/weir of the dewatering basin shall not cause erosion of the surrounding area. An approved method of controlling erosion, such as an erosion control blanket, stone, etc., shall be used at the outlet of the basin.
3. The frac tank shall be designed with a minimum of 18 inches of freeboard, which must be maintained at all times.
4. The Contractor shall inspect the frac tank and discharge at least twice daily when in operation.
5. Damages shall be repaired immediately.
6. The tank outlet shall be cleaned daily.
7. The sediments within the tank shall be disposed of as approved by the Engineer.

Dewatering shall be conducted in a manner which will not adversely affect the freshly placed masonry grout fill.

Upon completion of water control, the materials and equipment used to maintain the cofferdam(s) and sedimentation treatment basin(s) shall become the property of the Contractor and shall be removed by the Contractor from the site. The area affected shall be restored to its

natural condition in a manner subject to the Engineer's approval.

Method of Measurement and Payment

Control of Water – Structure No. N-03-016 (24R) will be paid for at the Contract lump sum price, which shall include, but not be limited to, the design of the water control systems, as well as all equipment, materials and labor needed for the installation, maintenance, removal, disposal of the materials used for water control, and disposal of any siltation materials caused by the pumping operation. Provision and placement of stones required for erosion control at the drainage outfall shall be included in the Contract lump sum price. All costs required for permits, transport, special handling, inspection, testing, etc., shall be included in the Contract bid price, which shall also include all labor, materials, equipment, tools, and incidental costs required to complete the work.

END SPECIAL PROVISIONS

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Town of Natick, MA

Pleasant Street Bridge over Charles River

Bridge No. N-03-016

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APPENDIX A

WAGE RATES

## APPENDIX B

### MASSDOT INTERIM SUPPLEMENTAL SPECIFICATIONS

APPENDIX C  
NATICK CONSERVATION COMMISSION  
ORDER OF CONDITIONS

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Town of Natick, MA

Pleasant Street Bridge over Charles River

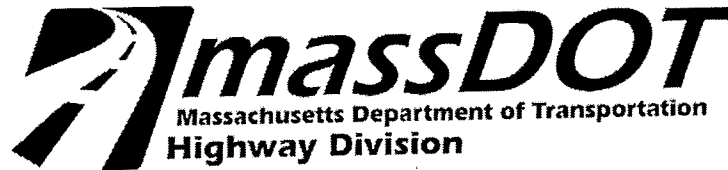
Bridge No. N-03-016

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## APPENDIX D

### ROADWAY BASE SIEVE ANALYSIS

DOCUMENT 00715



## INTERIM SUPPLEMENTAL SPECIFICATIONS (English / Metric Units)

DATE: September 16, 2016

The 1988 *Standard Specifications for Highways and Bridges*, the 1995 *Standard Specifications for Highways and Bridges (Metric)* and the *Supplemental Specifications dated July 1, 2015 (combined English and Metric)* are amended by the following modifications, additions and deletions. These Interim Supplemental Specifications prevail over those published in the Standard Specifications and the Supplemental Specifications.

The MassDOT-Highway Specifications Committee has issued these Interim Supplemental Specifications for inclusion into each proposal until such time as they are approved as Standard Specifications.

Contractors are cautioned that these Interim Supplemental Specifications are periodically updated and may vary from project to project.

### DIVISION I GENERAL REQUIREMENTS AND COVENANTS

#### SECTION 5.00 CONTROL OF WORK

**SUBSECTION 5.11 Final Acceptance (Also see Subsections 7.02 and 9.05)**  
(page 19 English, page I.24 Metric) Replace second sentence of the first paragraph with the following:

If all construction provided for and contemplated by the Contract is found completed to the Engineer's satisfaction, that inspection shall constitute the final inspection and the Engineer shall in writing make acceptance of the physical work, which acceptance shall relieve the Contractor from further responsibility only with respect to the physical work.

**SUBSECTION 5.11 (continued)**

*(page 19 English, page I.24 Metric) Replace the last paragraph with the following:*

After the Contractor has finished installing the controller and all other associated traffic signal control equipment and after the Contractor has set the signal equipment to operate as specified in the contract documents, the fine tuning, adjusting and testing period shall begin. During this period, the Contractor, under the direction of the Engineer and with the cooperation of the local community representatives, if applicable, will make necessary adjustments and tests to ensure safe and efficient operation of the equipment. This period shall not last for more than 30 days, and the contract completion date has taken this testing period into consideration. No request for final acceptance will be considered until successful completion of the testing period.

The cost of electrical energy consumed by the operation of traffic signals, highway lighting or other electrical devices during the construction, fine tuning, adjustment and testing of the devices will be borne by the owner of the existing device. In the case of an installation requiring a new electrical service, the cost of electrical energy consumed will be borne by the Contractor until final acceptance.

## SECTION 8.00 PROSECUTION AND PROGRESS

**SUBSECTION 8.10 Determination and Extension of Contract Time for Completion (Time Extensions).**

*(page 40 English, page I.51 Metric, page SUPPLEMENT C2015-22) Replace this subsection with the following:*

### A. General

It is an essential part of all contracts that contractors shall perform the Work fully, entirely and in an acceptable manner within the contract duration.

The contract duration is based upon the requirements of public convenience and the assumption that the Contractor will prosecute the Work efficiently and with the least possible delay, in accordance with the maximum allowable working time, as specified in the Contract.

The contract duration has been carefully considered and has been established for reasons of importance to the Department. The contract duration will be enforced and it is understood that the Contractor accepted this concept at the time of the submission of the bid. The timing of the Notice to Proceed (NTP) has been taken into account in the determination of the contract duration and the timing of the issuance of the NTP shall not, by itself, be a reason for a time extension.

An extension of contract time will be granted only if entitlement to a time extension has been clearly demonstrated to the satisfaction of the Engineer by a documented time entitlement analysis (TEA), performed in accordance with the requirements of Subsection 8.02.

### B. Requests for Additional Contract Time (Time Extensions)

In response to a request for a time extension, an extension of contract time may be granted for demonstrated delays resulting from only one, or, in the case of concurrent delays, a combination of the following causes:

#### 1. Extra Work

Each extra work order (EWO) proposal shall include an evaluation of the impact of the EWO on contract time, expressed in calendar days. If there is no impact to the contract time as a result of the EWO, the EWO shall indicate this by stating that zero calendar days of additional time is being requested. The need for a time extension as a result of the EWO must be clearly demonstrated by a documented TEA performed by the Contractor in accordance with the requirements of Subsection 8.02. A documented preliminary TEA supporting the EWO proposal shall be submitted to the Engineer as part of the EWO proposal. Also see Subsection 4.03 – *Extra Work* and Subsection 4.05 – *Validity of Extra Work*.

SUBSECTION 8.10 (continued)

## 2. Department-Caused Delays

If any part of the Work is delayed or suspended by the Department, the Contractor will be granted a time extension to complete the Work or any portion of the Work only if entitlement to this time extension has been clearly demonstrated by a documented time entitlement analysis. Department-caused delays shall not include delays to or suspensions of the Work that result from the fault or negligence of the Contractor. Also see Subsection 8.05 – Claim for Delay or Suspension of the Work.

## 3. Increased Quantities

Increased quantities of work may be considered as the basis for a time extension only if the requirements of Subsection 4.06 - Increased or Decreased Contract Quantities are met. The time allowed for performance of the Work will be increased based on increased quantities only if entitlement to this time extension has been clearly demonstrated by a documented time entitlement analysis. A decrease in quantities shall also require a time entitlement analysis to determine if a deduction of contract time is warranted.

## 4. Delays Not Caused by Contractor Fault or Negligence

When delays occur due to reasonable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to: “Acts of God”; war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing; acts of the Government; acts of the State or any political subdivision thereof; acts of other contracting parties over whose acts the Contractor has no control; fires; floods; epidemics; abnormal tides (not including Spring tides); severe coastal storms accompanied by high winds or abnormal tides; freezing of streams and harbors; abnormal time of Winter freezing or Spring thawing; interference from recreational boat traffic; use of beaches and recreational facilities for recreational purposes during the Summer season; abnormal ship docking and berthing; unanticipated use of wharves and storage sheds; strikes, except those caused by improper acts or omissions of the Contractor; extraordinary delays in delivery of materials caused by strikes, lockouts, wrecks, and/or freight embargoes; a time extension will be granted only if entitlement to a time extension has been clearly demonstrated by a documented time entitlement analysis.

An “Act of God” as used in this subsection is construed to mean an earthquake, flood, cyclone, hurricane, tornado, or other cataclysmic phenomenon of nature beyond the power of the Contractor to foresee and/or make preparations against. Additional consideration may be given to severe, abnormal flooding in local rivers and streams that has been reported as such by the National Weather Service. Rain, wind, snow, and/or other natural phenomena of normal intensity, based on National Weather Service reports, for the particular locality and for the particular season of the year in which the Work is being prosecuted, shall not be construed as an “Act of God” and no time extension will be granted for the delays resulting therefrom.

Within the scope of acts of the Government, consideration will be given to properly documented evidence that the Contractor has been delayed in obtaining any material or class of labor because of any assignment of preference ratings by the Federal Government or its agencies to defense contracts of any type.

## 5. Delays Caused by Public Service Corporations, Municipal Departments or Other Third Parties

If any part of the Work is delayed by public service corporations, municipal departments or other third parties, a time extension will be granted only if entitlement to a time extension has been clearly demonstrated by a documented time entitlement analysis. Also see Subsections 5.05 - *Cooperation by Contractor*, 5.06 - *Adjacent Contracts* and 8.04 - *Removal or Demolition of Buildings and Land Takings*.

## C. Time Extension Determination

1. When the Contractor submits a request for a time extension, placing the Department on notice of a delay due to any of the causes listed in Subsection 8.10.B, it shall be submitted in writing to the Engineer within 15 calendar days after the start of the delay. No time extension will be granted if a request for a time extension is not filed within 15 calendar days after the start of the delay.

SUBSECTION 8.10 (continued)

A documented preliminary TEA supporting the request for a time extension and meeting the requirements of Subsection 8.02 shall be submitted to the Engineer no later than 30 calendar days after the start of the delay. A documented final TEA shall be submitted to the Engineer no later than 15 calendar days after the end of the delay. During the time between the preliminary and final TEA, the delay shall be documented in contract progress schedules submitted in accordance with the requirements of Subsection 8.02.

2. No time extension will be granted for any delay or any suspension of the Work due to the fault of the Contractor.

3. No time extension will be granted if the request for a time extension is based on any claim that the originally established contract duration was inadequate.

4. Time extensions will only be granted for delays, including concurrent delays, to activities affecting contract milestones, the contract completion date and/or other critical path activities as demonstrated to the satisfaction of the Engineer by a detailed time entitlement analysis that clearly states the number of calendar days of extra time being requested.

5. The probable slowdown or curtailment of work during inclement weather and winter months has been taken into consideration in determining the contract duration and therefore no time extension will be granted, except as defined in Subsection 8.10.B.4.

6. Any work restriction related to weather, permit conditions, community accommodation, traffic or any other restriction specified in the Contract or reasonably expected for the particular locality and for the particular season of the year in which the Work is being prosecuted must be considered in the analysis of each individual time extension and shall not be considered, in itself, justification for an extension of time.

7. Any time entitlement analysis prepared for the purpose of requesting a time extension shall clearly indicate any proposed overtime hours or additional shifts that are incorporated in the schedule. The Engineer shall have final approval over the use of overtime hours and additional shifts and shall have the right to require that overtime hours and/or additional shifts be used to minimize the duration of time extensions if it is determined to be in best interest of the Department to do so.

#### D. Disputes

Any dispute regarding whether or not a time entitlement analysis demonstrates entitlement to a time extension, the number of days granted in a time extension or any other question of fact arising under this subsection shall be determined by the Engineer.

The Contractor may dispute a determination by the Engineer by filing a claim notice within 14 calendar days after the Contractor's request for additional time has been denied or if the Contractor does not accept the number of days granted in a time extension. The Contractor's claim notice shall include a time entitlement analysis that sufficiently explains the basis of the time-related claim. Failure to submit the required time entitlement analysis with the claim notice shall result in denial of the Contractor's claim.

## SECTION 9.00 MEASUREMENT AND PAYMENT

### **SUBSECTION 9.03 PAYMENT FOR EXTRA WORK**

*(page SUPPLEMENT C2015-25) Under C. Equipment Rates, replace the language in (b) with the following:*

b) When the Department ascertains that it is not practicable to determine actual equipment cost rates from the Contractor's records, hourly equipment cost rates for equipment owned by the Contractor may be determined by the use of rate schedules (with adjustments) supplied by EquipmentWatch Cost Recovery™.

The Contractor shall provide to the Department, in a format prescribed by the Department, sufficient descriptive ownership and operating records and documentation for each piece of equipment subject to the extra work so that the equipment rates may be determined and adjusted as follows:

- 1) Hourly equipment rates shall be the FHWA rate supplied by EquipmentWatch adjusted by application of the Rate Adjustment Tables (for machine age adjustment) plus adjustments to eliminate equipment overhead (indirect ownership) plus regional adjustments (the weekly, hourly and daily rates listed in EquipmentWatch will not be used). This rate shall be defined as 'Adjusted FHWA Rate'.

- 2) Equipment standby rates shall be the 'Adjusted FHWA Rate' as described in (1) above, minus the operating rate and reduced by 50%. Standby rates shall not include operating rates:

$$\text{Equipment standby rate} = (\text{Adjusted FHWA Rate} - \text{Estimated Operating Rate})/2$$

The number of equipment hours to be paid for under the extra work or force account work shall be the number of hours that the equipment is actually used on a specific extra work or force account activity.

The current version of EquipmentWatch will be used in establishing equipment rates. The version applicable to specific extra work or force account work will be the version in effect as of the first day that work is performed on that force account work and that rate shall apply throughout the period during which the force account work is being performed.

In all cases, the Department reserves the right to utilize equipment rates based upon the contractor's actual equipment ownership costs, other equipment rate books and guides (i.e. Construction Equipment Ownership and Operating Expense Schedule, Region One published by the Army Corps of Engineer's) or hybrid rates determined to be reasonable by the Department.

### **SUBSECTION 9.05 Final Acceptance and Final Payment.**

*(page 47 English, page I.59 and 60 Metric) Replace the last sentence of the second paragraph with the following:*

If the Contractor has not filed valid (as determined by the Engineer) written reasons for not accepting the final estimate within three months from the date the final estimate is forwarded to the Contractor, the final estimate will be considered acceptable to the Contractor and payment of the final estimate made.

**DIVISION II  
CONSTRUCTION DETAILS****SECTION 140  
EXCAVATION OF STRUCTURES****SUBSECTION 140.63 Drainage Structures Abandoned or Removed.**

*(page 67 English, II.19 Metric) Replace the second paragraph with the following;*

Inlets and outlets of structures to be abandoned shall be plugged with masonry. The masonry plug shall conform to the requirements of Section 270. Upper portions of the masonry shall be removed to a depth of 3 feet below the finished grade at the location designated by the Engineer, and the structures shall be completely filled with selected excavated material placed in 6 inch layers and thoroughly compacted.

**SUBSECTION 140.81 Basis of Payment.**

*(page 69 English, II.21 Metric) Replace the last two paragraphs with the following;*

Drainage Structures Abandoned and Drainage Structures Removed will be paid for at the contract unit price each. Masonry plugs shall be incidental to the work.

**SECTION 270  
PIPES REMOVED AND RELAID OR STACKED****SUBSECTION 270.62 Masonry Plug for Pipe Ends.**

*(page SUPPLEMENT C2015-46) Replace this subsection with the following;*

Masonry plugs shall consist of bricks and mortar to form a watertight seal at the end of the pipe being plugged. The thickness of the plug shall at least be equal to the inside diameter of the pipe being plugged.

**SECTION 482  
SAWCUTTING****SUBSECTION 482.81 Basis of Payment.****SUBSECTION 482.82 Payment Items.**

*(page SUPPLEMENT C2015-59) Revise these subsections to read as follows:*

**COMPENSATION****482.81 Basis of Payment.**

Sawing pavement will be paid for at the respective contract unit prices per foot, which prices shall include all labor, materials and equipment necessary to perform the work.

Sawcutting will be paid separately when made in areas of full depth box widening.

Sawcuts made in existing pavement in areas of trenching for new conduit, in areas of new or reset curb, or trench limits for drainage/water work, will be included in the unit price under the respective items and will not be paid for separately under this item.

Asphalt emulsion tack coat will be paid for under Item 464 Asphalt Emulsion for Tack Coat.

SUBSECTION 482.81 and 482.82 (continued)**482.82 Payment Items.**

482.3	Sawcutting Asphalt Pavement	Foot
482.4	Sawcutting Portland Cement Concrete	Foot
482.5	Sawcutting Asphalt Pavement for Box Widening	Foot
464.	Asphalt Emulsion for Tack Coat	Gallon

**SECTION 501  
CURB AND EDGING****SUBSECTION 501.40 General.**

(page 153 English, page II.113 Metric) Replace the M4.02.00 designation with the following;

Cement Concrete

M4.02.00

**SECTION 629  
CONCRETE BARRIER****SUBSECTION 629.40 General.**

(page 161 English, page II.123 Metric) Replace the M4.02.00 designation with the following;

Cement Concrete

M4.02.00

**SUBSECTION 629.60 General.**

(page 161 English, page II.123 Metric) Replace the first sentence of this subsection with the following;

Concrete barriers shall be either precast or cast-in-place and conform to Section M4.02.00 Cement Concrete.

**SECTION 660  
METAL PIPE RAIL****SUBSECTION 660.40 General.**

(page 170 English) Delete Basic Lead Silico Chromate, Intermediate Paint, M7.02.06.

**SECTION 796  
PAVEMENT MILLING MULCH UNDER GUARDRAIL****SUBSECTION 769.40 General.**

(page SUPPLEMENT C2015-77) Replace this Subsection with the following;

Pavement milling mulch shall meet the requirements specified in Division III, M1.10.0.  
The geotextile fabric shall conform to M9.50.0 for Stabilization Fabric.

SECTION 815  
TRAFFIC CONTROL SIGNALS

**SUBSECTION 815.43 Mast Arms – Strain Poles and Span Wire Assemblies.**  
(page 232 English, page II.1923 Metric) Add the following paragraph immediately under A. General:

All metal support structures shall be in accordance with the requirements of Section 960. *Structural Steel and Miscellaneous Metal Products.*

SECTION 820  
HIGHWAY LIGHTING

**SUBSECTION 820.40 General.**  
(page 241 English, page II.203 Metric) Add the following paragraph to the end of this Subsection:

All metal support structures shall be in accordance with the requirements of Section 960. *Structural Steel and Miscellaneous Metal Products.*

SECTION 828  
TRAFFIC SIGNS

**SUBSECTION 828.20 General.**  
(page 248 English, page II.210, page SUPPLEMENT C-C2015-93) Replace the third paragraph to the end of this subsection with the following:

The signs, foundations and supports shall be fabricated and erected in conformity with the following:

- A. MUTCD with Massachusetts amendments.
- B. AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals
- C. MassDOT Construction Standards.

SECTION 840  
SIGN SUPPORTS

**SUBSECTION 840.30 General.**  
(page 257 English, page II.219 Metric) Add the following paragraph to the end of this Subsection:

All overhead and cantilevered support structures shall be in accordance with the requirements of Section 960. *Structural Steel and Miscellaneous Metal Products.*

SECTION 850  
TRAFFIC CONTROLS FOR CONSTRUCTION AND  
MAINTENANCE OPERATIONS

**Subsection 850.44 Temporary Pavement Markings and Temporary Raised Pavement Markers.**  
*(page SUPPLEMENT C-2015-104) Replace this subsection with the following:*

Glass beads, tapes and paints used for temporary pavement markings shall be lead free, conform to Subsections M7.01.07, M7.01.16, M7.01.23 and M7.01.24 and meet the retroreflectivity requirements of the MUTCD for a period of 90 days. Final determination as to pavement marking quality shall be made by the Engineer. The Contractor shall supply a retroreflectometer for this purpose.

The colors of the marking materials shall be the standard highway colors of white or yellow and as outlined in the MUTCD.

Temporary Raised Pavement Markers shall conform to Subsection M9.30.6.

**SUBSECTION 850.45 Arrow Board.**  
*(page SUPPLEMENT C-2015-104) Delete the last sentence of this subsection:*

**SUBSECTION 850.47 Radar Detector Activator.**  
*(page SUPPLEMENT C-2015-104) Delete this entire subsection:*

**SUBSECTION 850.53 Portable Changeable Message Sign.**  
*(page SUPPLEMENT C-2015-105) Replace the first paragraph with the following:*

The Portable Changeable Message Sign shall be capable of performing all functions at ambient temperatures ranging from -31° to 165°F (-35 to 74°C). There shall be no degradation of operation due to fog, rain or snow.

**SUBSECTION 850.81 Basis of Payment.**  
*(page SUPPLEMENT C-2015-114) Replace the second paragraph of the page with the following:*

Arrow Boards will be paid for at the contract unit price per day which shall include full compensation for furnishing, positioning, repositioning, and removing Arrow Boards as directed by the Engineer.

*(page SUPPLEMENT C-2015-115) Replace the first paragraph of the page with the following:*

Portable Changeable Message Signs will be paid for at the contract unit price per day which shall provide full compensation for furnishing, positioning, repositioning, and removing Portable Changeable Message Signs as specified or as directed by the Engineer.

## SECTION 860

### REFLECTORIZED PAVEMENT MARKINGS

**SUBSECTION 860.60 Equipment.**

*(page 266 English, II.232 Metric) Replace this subsection with the following;*

**860.60 Equipment.**

All equipment used for the application of pavement markings shall be approved by the Engineer and shall be of standard commercial manufacture. All equipment and devices necessary for the protection of the pavement marking and the traveling public shall be approved by the Engineer. The pavement marking equipment shall be operated in accordance with the manufacturer's recommendations.

Truck mounted equipment shall be used for the application of pavement markings except in such cases where in the Engineer's judgment travel will be unreasonably delayed and/or the quality of the work performed by the machine is unsatisfactory.

The Contractor shall supply the following equipment for each pavement marking operation;

- 1) infrared pistol thermometer meeting the requirements of Section 460.60
  - 2) digital thickness gauge for measuring the thickness of thermoplastic lines
  - 3) wet film thickness gauges for painted lines.
  - 4) a retroreflectometer with certification of calibration within the last 6 months.
- The above equipment shall remain the property of the Contractor upon completion of the project.

**SUBSECTION 860.62 Application of Markings.**

*(page SUPPLEMENT C2015-117) Change the heading of the last column of the table to Glass Bead Application.*

*(page 267 English, page II.232 Metric) Add the following after the third paragraph of the Subsection:*

Glass beads for water-borne traffic paint and thermoplastic pavement markings shall be applied by the single drop method using AASHTO M247 Type 1 glass beads sprayed or dropped on pavement marking material.

Glass beads for epoxy and polyurea pavement markings shall be both standard gradation beads and large gradation beads. Standard gradation beads shall be applied by the double drop method. Large gradation beads shall be injected into or dropped onto the liquid pavement marking material. Large gradation beads shall be applied first, immediately followed by standard gradation beads. The beads shall adhere to the cured pavement marking material or all pavement marking operations shall cease until corrections are made.

**SUBSECTION 860.82 Payment Items.**

*(page 268 English, page II.234 Metric, page SUPPLEMENT C2015-117) Replace this subsection with the following:*

860.106	6 Inch ReflectORIZED White Line (Painted)	Foot
860.112	12 Inch ReflectORIZED White Line (Painted)	Foot
861.106	6 Inch ReflectORIZED Yellow Line (Painted)	Foot
861.112	12 Inch ReflectORIZED Yellow Line (Painted)	Foot
864.	Pavement Arrow ReflectORIZED White (Painted)	Square Foot
864.01	Pavement Arrow and Legends ReflectORIZED White – Inlay Tape	Square Foot
864.02	Pavement Arrow and Legends - Tape	Square Foot
864.04	Pavement Arrows and Legends ReflectORIZED White (Thermoplastic)	Square Foot
866.106	6 Inch ReflectORIZED White Line (Thermoplastic)	Foot
866.112	12 Inch ReflectORIZED White Line (Thermoplastic)	Foot
867.106	6 Inch ReflectORIZED Yellow Line (Thermoplastic)	Foot
867.112	12 Inch ReflectORIZED Yellow Line (Thermoplastic)	Foot

## SECTION 950 SHEETING

### **SUBSECTION 950.80 Method of Measurement.**

*(page 304 English, page II.273 Metric) Replace the last sentence of the first paragraph with the following:*

Otherwise the Contractor may remove or abandon the sheeting, but only to the extent permitted by the Engineer.

*(page 304 English, page II.273 Metric) Replace the second paragraph with the following:*

Lumber or Wood Sheeting, when indicated on the plans or in the Special Provisions to be left in place or when ordered by the Engineer to be left in place as a permanent part of the foundation, will be measured by the thousand board foot measure (MBF) of lumber or wood sheeting. The quantity to be paid for will be the area of sheeting left in place multiplied by the nominal thickness.

### **SUBSECTION 950.81 Basis of Payment.**

*(page 304 English, page II.273 Metric) Replace the second paragraph with the following:*

Lumber or Wood when indicated on the plans or in the Special Provisions to be left in place or when ordered by the Engineer in writing to be left in place as a permanent part of the foundation will be paid for at the contract unit price per thousand board foot measure (MBF) for Lumber Sheeting or Wood Sheeting.

### **SUBSECTION 950.82 Payment Items.**

*(page 304 English, page II.273 Metric) Change Cubic Meter and MBM where encountered to MBF.*

## SECTION 901 CEMENT CONCRETE

### **SUBSECTION 901.66 Placement, Finishing and Curing of Concrete Bridge Decks.**

*(page SUPPLEMENT C-131) Replace the first paragraph with the following:*

This work shall consist of the placement of concrete bridge decks, bridge sidewalk, bridge safety curb and bridge median by using self-propelled finishing machines, all as indicated on the Plans and in accordance with these Specifications.

*(page SUPPLEMENT C-136) Replace the first paragraph under F. Curing with the following:*

All concrete bridge decks, bridge sidewalk, bridge safety curb and bridge median shall be kept wet with clean fresh water for a curing period of at least 14 days after placement of concrete.

## SECTION 955 TREATED TIMBER

### **SUBSECTION 955.40 General.**

*(page 305 English, page II.274 Metric) Replace this Subsection with the following:*

Material shall meet the requirements specified in the following Subsections of Division III, Materials:	
Wood Products	M9.05.1
Wood Preservative	M9.05.5
Fastenings	M8.01.5
Tar Paper	M9.06.2

**SUBSECTION 955.60 General.**

*(page 305 English, page II.274 Metric) Replace the first two paragraphs of this Subsection with the following:*

Treated timber shall be carefully handled, stored, and fabricated in accordance with AWP A M4 without sudden dropping, breaking of outer fibers, bruising or penetrating the surface with tools. It shall be handled with rope slings. Cant hooks, peaveys, pikes or hooks shall not be used. Borings, cuts, holes and other machining of wood shall be done prior to preservative treatment whenever possible. All cuts, holes, and injuries such as abrasions which occur after preservative treatment shall be field treated in accordance with AWP A M4. The Contractor shall provide the Engineer with a written copy of AWP A M4 Treatment Specification before any field treatment work is performed.

**SUBSECTION 955.80 Method of Measurement.**

*(page 305 English, page II.274 Metric) Replace the first paragraph of this Subsection with the following:*

All treated timber used will be measured by the thousand board foot measure (MBF), in place.

**SUBSECTION 955.81 Basis of Payment.**

*(page 305 English, page II.275 Metric) Replace this Subsection with the following:*

Treated timber will be paid for at the contract unit price per thousand board foot measure under the item for Treated Timber complete in place.

**SUBSECTION 955.82 Payment Items.**

*(page 305 English, page II.275 Metric) Replace this Subsection with the following:*

955. Treated Timber

MBF

SECTION 961  
MAINTENANCE PAINTING OF STEEL BRIDGES

**Subsection 961.40 Materials.**

*(page SUPPLEMENT C2015-177) Replace this subsection with the following:*

Coatings systems shall conform to the requirements of M7.02 Structural Paints.

SECTION 995  
BRIDGE STRUCTURE

**SUBSECTION 995.82 Payment Item.**

*(page 324 English, page II.297 Metric) Delete payment items 999.995 and 999.996.*

## DIVISION III MATERIALS SPECIFICATIONS

### SECTION M1 SOILS AND BORROW MATERIALS

#### **SUBSECTION M1.10.0 Pavement Milling Mulch.** (page 330 English, III.7 Metric) Add this Subsection:

Pavement milling mulch shall consist of recently milled asphalt concrete pavement. The milled material shall meet the following gradation requirements as determined by AASHTO T11 and T27:

<u>Square Opening Sieve</u>	<u>Percent Passing by Weight</u>
1 ½ inch (37.5 mm)	100
1 inch (25.0 mm)	85 - 100
½ inch (12.5 mm)	10 - 98
No. 4 (4.75 mm)	0 - 70
No. 200 (75 µm)	0 - 12

### SECTION M7 PAINTS AND PROTECTIVE COATINGS

#### **SECTION M7 PAINTS AND PROTECTIVE COATINGS** (page 377 English, page III.66 Metric) Change title of this section to read as follows.

### SECTION M7 PAINTS, PROTECTIVE COATINGS AND PAVEMENT MARKINGS

#### **SUBSECTION M7.01 Pavement Markings.** (page 378 English, page III.67 Metric) Replace M7.01.7 Glass Bead with the followings.

##### **M7.01.07 Glass Beads.**

This specification covers the requirements for glass beads which are to be dropped or sprayed on pavement markings.

Glass bead suppliers and approved batch numbers are listed on the MassDOT Qualified Construction Materials List.

All glass beads shall meet the requirements of AASHTO M 247, AASHTO T 346 and the following:

1. A minimum of 80% of the glass beads shall be true spheres when tested in accordance with ASTM D1155, Procedure A.
2. The glass beads shall be manufactured from commercial grade soda lime glass cullet meeting EPA and DEP requirements for concentrations of lead and arsenic. The silica content shall be 60% minimum (ASTM C 169).
3. Moisture Resistance - The Type 1 and Type 4 glass beads shall be treated with a moisture proof coating and be moisture resistant as tested by AASHTO T 346, Referee Method.
4. Adherence - The Type 4 glass beads shall be coated with a silane-type adherence coating to enhance embedding in, and adherence to, the applied binder film. The coated beads shall emit a yellow-green fluorescence when tested by the Dansyl Chloride test procedure.
5. Intermix glass beads used in the manufacture of thermoplastic pavement markings shall meet the requirements of AASHTO M247, Type 1 glass beads. A moisture proof coating is optional.

**SUBSECTION M7.01 (continued)****A. Gradation**

The glass beads shall be tested in accordance with ASTM D1214 (By use of U.S. Standard Sieves).  
Standard gradation beads shall meet the requirements of AASHTO M 247, Type 1.  
Large gradation beads shall meet the requirements of AASHTO M 247, Type 4.

**B. Packaging.**

The beads shall be packaged in 50 pound or greater polyethylene-lined burlap bags or equal container; such containers guaranteed to furnish dry and undamaged beads. The following information shall be indelibly labeled in a clear and legible manner on each container:

- (a) The name of the manufacturer.
- (b) The place of manufacture.
- (c) The words: "Glass Beads-Traffic".
- (d) Size/Type/Coating.
- (e) Materials Specification Number.
- (f) The date of shipment (month and year).
- (g) The batch number.
- (h) Net weight.

**C. Approval Procedure.**

Requests for approval shall be submitted to the MassDOT Research and Materials Section, accompanied by;

- a. Certificate of Compliance stating that the material complies with AASHTO M 247, AASHTO T 346 and all applicable MassDOT requirements,
- b. Independent lab test results,
- c. Three bags of glass beads per batch in sample bags meeting the specifications above for verification testing.

**SUBSECTION M7.02 Structural Paint**

*(page 379 English, page III.67 Metric) Replace this subsection with the following;*

Coatings systems shall be non-lead (Pb), non-chromate, low VOC, (450 grams/liter, max.) systems. Coating systems shall be selected from the NEPCOAT Qualified Products List for Protective Coatings.

## SECTION M8 METALS AND RELATED MATERIALS

**SUBSECTION M8.07.0 Steel Beam Highway Guard.**

*(page SUPPLEMENT C2015-246, page 386 English, page III.76 Metric) Replace B. Posts., Wood Posts with the following:*

The posts shall be rough sawn (unplaned) with nominal dimensions as indicated on the plans and with tolerances of 1 inch in length and 1/4 inch in width and thickness. All holes in the posts shall be drilled prior to pressure application of the preservative at a wood preserving facility.

The stress grade shall be 1000 psi or more in extreme fiber bending. Grading for stress-graded timber shall be in accordance with AASHTO M168.

Prior to treatment, all posts shall be seasoned, conditioned and completely machined in accordance with AWP A M1.

Posts shall be treated with chromated copper arsenate, type C (CCA-C) conforming to AWP A P23, to a minimum retention of 0.60 pcf (9.6 kg/m<sup>3</sup>). Treatment shall be full length under pressure by the empty-cell or full-cell process in accordance with AWP A U1.

Manufacturers shall adhere to the processing and treatment limitations in AWP A T1. No unnecessary cutting of treated posts will be allowed after treatment. All posts with surfaces damaged by cutting, drilling or any other cause shall be field treated with a preservative solution in accordance with AWP A M4.

**SUBSECTION M8.07.0 (continued)**

Certificates of compliance and certificates of inspection bearing the independent inspection agencies verification for each lot of wood must be presented before installation and contain the species of wood, the type of preservative, the retention rate and penetration of the preservative.

The certificates of inspection and compliance do not signify mandatory acceptance of the entire lot. The Department still has the option of rejecting posts (included in any particular lot) that the Engineer considers sub-standard because of unsound knots and shakes, excessive checking or other defects that may be detrimental to the structural integrity of the posts.

The fabricator shall retain an independent inspection agency to inspect and certify the treated posts in accordance with these specifications and AWP A M2, Part A.

All treated posts shall be marked in accordance with AWP A U1 (and M6 as required). (The mark is to include the identifying lot and/or charge number). The post shall also be stamped with the Inspector's identification. The mark is to be placed on the upper side head of the post and located so that it is not obstructed by the offset blocks, rails, or any other appurtenances. The Inspector's stamp shall be legibly hammer-stamped on the head of the post, in accordance with AWP A M2 and the above.

*(page SUPPLEMENT C2015-247) Replace C. Offset Blocks. with the following:*

The blocks shall be of the same type throughout the project. Requirements for specific material types are as follows;

Wood Offset Blocks - Wood offset blocks shall meet the requirements of B. Posts, Wood Posts. above. When wood offset blocks are used on wood posts, they shall be the same species as the posts.

Plastic Offset Blocks - Plastic offset blocks shall meet all applicable performance requirements of MASH or NCHRP 350 and be approved by FHWA for the intended use. Each block shall be stamped at the factory with the Manufacturer's Identification and lot number and conform to the dimensions shown on the plans.

Prior to approval and use of the plastic guardrail offset blocks, the manufacturer shall submit to the Research and Materials Engineer, the manufacturers name, the product brand name and/or model number, a copy of the MASH or NCHRP 350 test results, a copy of the FHWA acceptance letter, a Material Safety Data Sheet, and a sample block. Acceptance of the material will be based on the manufacturer's certification and upon the results of such tests as may be performed by the engineer.

## SECTION M9 MISCELLANEOUS MATERIALS

**SUBSECTION M9.05.01 Treated Timber.**

*(page 401 English, page III.90 Metric) Replace the existing Subsection with the following:*

**M9.05.1 Wood Products.**

Timber shall conform to the requirements of AASHTO M 168, Wood Products, Structural Timber, Lumber, and Piling.

Preservative treatment shall meet the requirements of M9.05.5.

**SUBSECTION M9.05.02 Wood Posts and Braces.****SUBSECTION M9.05.03 Wooden Rails and Posts.****SUBSECTION M9.05.04 Wooden Pegs.**

*(page SUPPLEMENT C-254, page 401 English, page III.90 Metric) Delete these Subsections.*

**SUBSECTION M9.05.05 Timber Preservatives.**  
(page 402 English, page III.91 Metric) Replace the existing Subsection with the following:

Preservative treatment shall meet the requirements of AASHTO M133 and AWP A U1, except that only preservative materials meeting current EPA or DEP regulations will be allowed.

Certificates of compliance and certificates of inspection bearing the independent inspection agencies verification for each lot of wood must be presented before installation and contain the species of wood, the type of preservative, the retention rate and penetration of the preservative.

**SUBSECTION M9.05.06 Timber Piles.**  
(page 402 English, page III.91 Metric) Under A. General Requirements., replace the second paragraph with the following:

Untreated timber piles shall have the bark unpeeled. Treated timber piles shall be clean-peeled so that all of the outer bark and at least 95% of the inner bark well distributed over the outer surface of the pile shall be removed.

*(page 402 English, page III.91 Metric) Under C. Specific Requirements., replace the first and second paragraphs with the following:*

All treated piles shall have not less than 1 inch of sapwood at any point on the butt end for Douglas-fir and not less than 2 inches of sapwood at any point on the butt end for Southern Pine.

Treated timber piles shall be Douglas-fir treated with ACZA or Southern Yellow Pine treated with CCA-C in accordance AWP A U1 Treated timber piles used in a marine environment shall be Southern Yellow Pine or Douglas-fir treated with creosote in accordance with AWP A U1 Certificates of compliance and certificates of inspection bearing the independent inspection agencies verification for each lot of wood must be presented before installation and contain the species of wood, the type of preservative, the retention rate and penetration of the preservative.

(page 403 English, page III.92 Metric) Delete D. Preservative Treatment and the paragraph under it.

**\*\*<<<<<<<<<◇>>>>>>>>>>\* \*\***

END OF INTERIM SUPPLEMENTAL SPECIFICATIONS



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Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

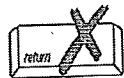
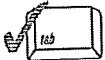
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233-764  
MassDEP File #

eDEP Transaction #  
Natick  
City/Town

## A. General Information

Please note:  
this form has  
been modified  
with added  
space to  
accommodate  
the Registry  
of Deeds  
Requirements

Important:  
When filling  
out forms on  
the  
computer,  
use only the  
tab key to  
move your  
cursor - do  
not use the  
return key.



1. From: Natick  
Conservation Commission
2. This issuance is for (check one):  
a. ☒ Order of Conditions b. ☐ Amended Order of Conditions
3. To: Applicant:

Mark

Coviello, P.E. (Town Engineer)

a. First Name

b. Last Name

Town of Natick - D.P.W.

c. Organization

75 West Street

d. Mailing Address

Natick

MA

f. State

01760

g. Zip Code

e. City/Town

4. Property Owner (if different from applicant):

a. First Name

b. Last Name

Town of Natick

c. Organization

d. Mailing Address

e. City/Town

f. State

g. Zip Code

5. Project Location:

Pleasant Street Bridge

a. Street Address

Natick

b. City/Town

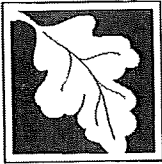
c. Assessors Map/Plat Number

d. Parcel/Lot Number

Latitude and Longitude, if known:

d m s  
d. Latitude

d m s  
e. Longitude



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**A. General Information (cont.)**

6. Property recorded at the Registry of Deeds for (attach additional information if more than one parcel):  
Roadway Layout  
a. County \_\_\_\_\_ b. Certificate Number (if registered land) \_\_\_\_\_  
c. Book \_\_\_\_\_ d. Page \_\_\_\_\_
7. Dates: November 15, 2016 December 1, 2016 December 16, 2016  
a. Date Notice of Intent Filed b. Date Public Hearing Closed c. Date of Issuance
8. Final Approved Plans and Other Documents (attach additional plan or document references as needed):  
Rehabilitation of the Pleasant Street Bridge Over the Charles River  
a. Plan Title \_\_\_\_\_  
Greenman-Pedersen, Inc. John Waters  
b. Prepared By c. Signed and Stamped by  
November 15, 2016 As noted on plan set  
d. Final Revision Date e. Scale \_\_\_\_\_  
f. Additional Plan or Document Title \_\_\_\_\_ g. Date \_\_\_\_\_

**B. Findings**

1. Findings pursuant to the Massachusetts Wetlands Protection Act:  
Following the review of the above-referenced Notice of Intent and based on the information provided in this application and presented at the public hearing, this Commission finds that the areas in which work is proposed is significant to the following interests of the Wetlands Protection Act (the Act). Check all that apply:
- |   |  |   |
|---|--|---|
| a. <input checked="" type="checkbox"/> Public Water Supply  | b. <input type="checkbox"/> Land Containing Shellfish          | c. <input checked="" type="checkbox"/> Prevention of Pollution        |
| d. <input checked="" type="checkbox"/> Private Water Supply | e. <input type="checkbox"/> Fisheries                          | f. <input checked="" type="checkbox"/> Protection of Wildlife Habitat |
| g. <input checked="" type="checkbox"/> Groundwater Supply   | h. <input checked="" type="checkbox"/> Storm Damage Prevention | i. <input checked="" type="checkbox"/> Flood Control                  |
2. This Commission hereby finds the project, as proposed, is: (check one of the following boxes)

**Approved subject to:**

- a. ☒ the following conditions which are necessary in accordance with the performance standards set forth in the wetlands regulations. This Commission orders that all work shall be performed in accordance with the Notice of Intent referenced above, the following General Conditions, and any other special conditions attached to this Order. To the extent that the following conditions modify or differ from the plans, specifications, or other proposals submitted with the Notice of Intent, these conditions shall control.



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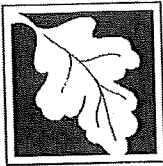
**B. Findings (cont.)**

Denied because:

- b. ☐ the proposed work cannot be conditioned to meet the performance standards set forth in the wetland regulations. Therefore, work on this project may not go forward unless and until a new Notice of Intent is submitted which provides measures which are adequate to protect the interests of the Act, and a final Order of Conditions is issued. **A description of the performance standards which the proposed work cannot meet is attached to this Order.**
- c. ☐ the information submitted by the applicant is not sufficient to describe the site, the work, or the effect of the work on the interests identified in the Wetlands Protection Act. Therefore, work on this project may not go forward unless and until a revised Notice of Intent is submitted which provides sufficient information and includes measures which are adequate to protect the Act's interests, and a final Order of Conditions is issued. **A description of the specific information which is lacking and why it is necessary is attached to this Order as per 310 CMR 10.05(6)(c).**
3. ☐ Buffer Zone Impacts: Shortest distance between limit of project disturbance and the wetland resource area specified in 310 CMR 10.02(1)(a)                      a. linear feet

**Inland Resource Area Impacts:** Check all that apply below. (For Approvals Only)

Resource Area	Proposed Alteration	Permitted Alteration	Proposed Replacement	Permitted Replacement
4. <input checked="" type="checkbox"/> Bank	<u>17 temp</u> a. linear feet	<u>17 temp</u> b. linear feet	<u>17 temp</u> c. linear feet	<u>17 temp</u> d. linear feet
5. <input checked="" type="checkbox"/> Bordering Vegetated Wetland	<u>40 temp</u> a. square feet	<u>40 temp</u> b. square feet	<u>40 temp</u> c. square feet	<u>40 temp</u> d. square feet
6. <input checked="" type="checkbox"/> Land Under Waterbodies and Waterways	<u>3610 temp</u> a. square feet	<u>3610 temp</u> b. square feet	<u>3610 temp</u> c. square feet	<u>3610 temp</u> d. square feet
7. <input checked="" type="checkbox"/> Bordering Land Subject to Flooding	<u>40 temp</u> a. square feet	<u>40 temp</u> b. square feet	<u>40 temp</u> c. square feet	<u>40 temp</u> d. square feet
Cubic Feet Flood Storage	<u>                    </u> e. cubic feet	<u>                    </u> f. cubic feet	<u>                    </u> g. cubic feet	<u>                    </u> h. cubic feet
8. <input type="checkbox"/> Isolated Land Subject to Flooding	<u>                    </u> a. square feet	<u>                    </u> b. square feet	<u>                    </u> e. cubic feet	<u>                    </u> f. cubic feet
Cubic Feet Flood Storage	<u>                    </u> c. cubic feet	<u>                    </u> d. cubic feet	<u>                    </u> e. cubic feet	<u>                    </u> f. cubic feet
9. <input checked="" type="checkbox"/> Riverfront Area	<u>30,000</u> a. total sq. feet	<u>30,000</u> b. total sq. feet	<u>                    </u> e. square feet	<u>                    </u> f. square feet
Sq ft within 100 ft	<u>18,940</u> c. square feet	<u>18,940</u> d. square feet	<u>18,940</u> e. square feet	<u>18,940</u> f. square feet
Sq ft between 100-200 ft	<u>11,060</u> g. square feet	<u>11,060</u> h. square feet	<u>11,060</u> i. square feet	<u>11,060</u> j. square feet



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**B. Findings (cont.)**

**Coastal Resource Area Impacts:** Check all that apply below. (For Approvals Only)

	Proposed Alteration	Permitted Alteration	Proposed Replacement	Permitted Replacement
10. <input type="checkbox"/> Designated Port Areas	Indicate size under Land Under the Ocean, below			
11. <input type="checkbox"/> Land Under the Ocean	a. square feet	b. square feet		
	c. c/y dredged	d. c/y dredged		
12. <input type="checkbox"/> Barrier Beaches	Indicate size under Coastal Beaches and/or Coastal Dunes below			
13. <input type="checkbox"/> Coastal Beaches	a. square feet	b. square feet	c. nourishment cu yd	d. nourishment cu yd
14. <input type="checkbox"/> Coastal Dunes	a. square feet	b. square feet	c. nourishment cu yd	d. nourishment cu yd
15. <input type="checkbox"/> Coastal Banks	a. linear feet	b. linear feet		
16. <input type="checkbox"/> Rocky Intertidal Shores	a. square feet	b. square feet		
17. <input type="checkbox"/> Salt Marshes	a. square feet	b. square feet	c. square feet	d. square feet
18. <input type="checkbox"/> Land Under Salt Ponds	a. square feet	b. square feet		
	c. c/y dredged	d. c/y dredged		
19. <input type="checkbox"/> Land Containing Shellfish	a. square feet	b. square feet	c. square feet	d. square feet
20. <input type="checkbox"/> Fish Runs	Indicate size under Coastal Banks, Inland Bank, Land Under the Ocean, and/or inland Land Under Waterbodies and Waterways, above			
	a. c/y dredged	b. c/y dredged		
21. <input type="checkbox"/> Land Subject to Coastal Storm Flowage	a. square feet	b. square feet		
22. <input type="checkbox"/> Riverfront Area	a. total sq. feet	b. total sq. feet		
Sq ft within 100 ft	c. square feet	d. square feet	e. square feet	f. square feet
Sq ft between 100-200 ft	g. square feet	h. square feet	i. square feet	j. square feet



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**B. Findings (cont.)**

\* #23. If the project is for the purpose of restoring or enhancing a wetland resource area in addition to the square footage that has been entered in Section B.5.c (BVW) or B.17.c (Salt Marsh) above, please enter the additional amount here.

23. ☐ Restoration/Enhancement \*:

a. square feet of BVW

b. square feet of salt marsh

24. ☐ Stream Crossing(s):

a. number of new stream crossings

b. number of replacement stream crossings

**C. General Conditions Under Massachusetts Wetlands Protection Act**

The following conditions are only applicable to Approved projects.

1. Failure to comply with all conditions stated herein, and with all related statutes and other regulatory measures, shall be deemed cause to revoke or modify this Order.
2. The Order does not grant any property rights or any exclusive privileges; it does not authorize any injury to private property or invasion of private rights.
3. This Order does not relieve the permittee or any other person of the necessity of complying with all other applicable federal, state, or local statutes, ordinances, bylaws, or regulations.
4. The work authorized hereunder shall be completed within three years from the date of this Order unless either of the following apply:
  - a. The work is a maintenance dredging project as provided for in the Act; or
  - b. The time for completion has been extended to a specified date more than three years, but less than five years, from the date of issuance. If this Order is intended to be valid for more than three years, the extension date and the special circumstances warranting the extended time period are set forth as a special condition in this Order.
  - c. If the work is for a Test Project, this Order of Conditions shall be valid for no more than one year.
5. This Order may be extended by the issuing authority for one or more periods of up to three years each upon application to the issuing authority at least 30 days prior to the expiration date of the Order. An Order of Conditions for a Test Project may be extended for one additional year only upon written application by the applicant, subject to the provisions of 310 CMR 10.05(11)(f).
6. If this Order constitutes an Amended Order of Conditions, this Amended Order of Conditions does not extend the issuance date of the original Final Order of Conditions and the Order will expire on 12-15-19 unless extended in writing by the Department.
7. Any fill used in connection with this project shall be clean fill. Any fill shall contain no trash, refuse, rubbish, or debris, including but not limited to lumber, bricks, plaster, wire, lath, paper, cardboard, pipe, tires, ashes, refrigerators, motor vehicles, or parts of any of the foregoing.



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**C. General Conditions Under Massachusetts Wetlands Protection Act**

8. This Order is not final until all administrative appeal periods from this Order have elapsed, or if such an appeal has been taken, until all proceedings before the Department have been completed.
9. No work shall be undertaken until the Order has become final and then has been recorded in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, the Final Order shall also be noted in the Registry's Grantor Index under the name of the owner of the land upon which the proposed work is to be done. In the case of the registered land, the Final Order shall also be noted on the Land Court Certificate of Title of the owner of the land upon which the proposed work is done. The recording information shall be submitted to the Conservation Commission on the form at the end of this Order, which form must be stamped by the Registry of Deeds, prior to the commencement of work.
10. A sign shall be displayed at the site not less than two square feet or more than three square feet in size bearing the words,  
"Massachusetts Department of Environmental Protection" [or, "MassDEP"]  
"File Number 233-764"
11. Where the Department of Environmental Protection is requested to issue a Superseding Order, the Conservation Commission shall be a party to all agency proceedings and hearings before MassDEP.
12. Upon completion of the work described herein, the applicant shall submit a Request for Certificate of Compliance (WPA Form 8A) to the Conservation Commission.
13. The work shall conform to the plans and special conditions referenced in this order.
14. Any change to the plans identified in Condition #13 above shall require the applicant to inquire of the Conservation Commission in writing whether the change is significant enough to require the filing of a new Notice of Intent.
15. The Agent or members of the Conservation Commission and the Department of Environmental Protection shall have the right to enter and inspect the area subject to this Order at reasonable hours to evaluate compliance with the conditions stated in this Order, and may require the submittal of any data deemed necessary by the Conservation Commission or Department for that evaluation.
16. This Order of Conditions shall apply to any successor in interest or successor in control of the property subject to this Order and to any contractor or other person performing work conditioned by this Order.



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**C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)**

17. Prior to the start of work, and if the project involves work adjacent to a Bordering Vegetated Wetland, the boundary of the wetland in the vicinity of the proposed work area shall be marked by wooden stakes or flagging. Once in place, the wetland boundary markers shall be maintained until a Certificate of Compliance has been issued by the Conservation Commission.
18. All sedimentation barriers shall be maintained in good repair until all disturbed areas have been fully stabilized with vegetation or other means. At no time shall sediments be deposited in a wetland or water body. During construction, the applicant or his/her designee shall inspect the erosion controls on a daily basis and shall remove accumulated sediments as needed. The applicant shall immediately control any erosion problems that occur at the site and shall also immediately notify the Conservation Commission, which reserves the right to require additional erosion and/or damage prevention controls it may deem necessary. Sedimentation barriers shall serve as the limit of work unless another limit of work line has been approved by this Order.
19. The work associated with this Order (the "Project")
- (1) ☒ is subject to the Massachusetts Stormwater Standards
  - (2) ☐ is NOT subject to the Massachusetts Stormwater Standards

**If the work is subject to the Stormwater Standards, then the project is subject to the following conditions:**

- a) All work, including site preparation, land disturbance, construction and redevelopment, shall be implemented in accordance with the construction period pollution prevention and erosion and sedimentation control plan and, if applicable, the Stormwater Pollution Prevention Plan required by the National Pollution Discharge Elimination System Construction General Permit as required by Stormwater Condition 8. Construction period erosion, sedimentation and pollution control measures and best management practices (BMPs) shall remain in place until the site is fully stabilized.
- b) No stormwater runoff may be discharged to the post-construction stormwater BMPs unless and until a Registered Professional Engineer provides a Certification that:
  - i. all construction period BMPs have been removed or will be removed by a date certain specified in the Certification. For any construction period BMPs intended to be converted to post construction operation for stormwater attenuation, recharge, and/or treatment, the conversion is allowed by the MassDEP Stormwater Handbook BMP specifications and that the BMP has been properly cleaned or prepared for post construction operation, including removal of all construction period sediment trapped in inlet and outlet control structures;
  - ii. as-built final construction BMP plans are included, signed and stamped by a Registered Professional Engineer, certifying the site is fully stabilized;
  - iii. any illicit discharges to the stormwater management system have been removed, as per the requirements of Stormwater Standard 10;



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**C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)**

- iv. all post-construction stormwater BMPs are installed in accordance with the plans (including all planting plans) approved by the issuing authority, and have been inspected to ensure that they are not damaged and that they are in proper working condition;
- v. any vegetation associated with post-construction BMPs is suitably established to withstand erosion.
- c) The landowner is responsible for BMP maintenance until the issuing authority is notified that another party has legally assumed responsibility for BMP maintenance. Prior to requesting a Certificate of Compliance, or Partial Certificate of Compliance, the responsible party (defined in General Condition 18(e)) shall execute and submit to the issuing authority an Operation and Maintenance Compliance Statement ("O&M Statement") for the Stormwater BMPs identifying the party responsible for implementing the stormwater BMP Operation and Maintenance Plan ("O&M Plan") and certifying the following:
  - i.) the O&M Plan is complete and will be implemented upon receipt of the Certificate of Compliance, and
  - ii.) the future responsible parties shall be notified in writing of their ongoing legal responsibility to operate and maintain the stormwater management BMPs and implement the Stormwater Pollution Prevention Plan.
- d) Post-construction pollution prevention and source control shall be implemented in accordance with the long-term pollution prevention plan section of the approved Stormwater Report and, if applicable, the Stormwater Pollution Prevention Plan required by the National Pollution Discharge Elimination System Multi-Sector General Permit.
- e) Unless and until another party accepts responsibility, the landowner, or owner of any drainage easement, assumes responsibility for maintaining each BMP. To overcome this presumption, the landowner of the property must submit to the issuing authority a legally binding agreement of record, acceptable to the issuing authority, evidencing that another entity has accepted responsibility for maintaining the BMP, and that the proposed responsible party shall be treated as a permittee for purposes of implementing the requirements of Conditions 18(f) through 18(k) with respect to that BMP. Any failure of the proposed responsible party to implement the requirements of Conditions 18(f) through 18(k) with respect to that BMP shall be a violation of the Order of Conditions or Certificate of Compliance. In the case of stormwater BMPs that are serving more than one lot, the legally binding agreement shall also identify the lots that will be serviced by the stormwater BMPs. A plan and easement deed that grants the responsible party access to perform the required operation and maintenance must be submitted along with the legally binding agreement.
- f) The responsible party shall operate and maintain all stormwater BMPs in accordance with the design plans, the O&M Plan, and the requirements of the Massachusetts Stormwater Handbook.



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**C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)**

- g) The responsible party shall:
1. Maintain an operation and maintenance log for the last three (3) consecutive calendar years of inspections, repairs, maintenance and/or replacement of the stormwater management system or any part thereof, and disposal (for disposal the log shall indicate the type of material and the disposal location);
  2. Make the maintenance log available to MassDEP and the Conservation Commission ("Commission") upon request; and
  3. Allow members and agents of the MassDEP and the Commission to enter and inspect the site to evaluate and ensure that the responsible party is in compliance with the requirements for each BMP established in the O&M Plan approved by the issuing authority.
- h) All sediment or other contaminants removed from stormwater BMPs shall be disposed of in accordance with all applicable federal, state, and local laws and regulations.
- i) Illicit discharges to the stormwater management system as defined in 310 CMR 10.04 are prohibited.
- j) The stormwater management system approved in the Order of Conditions shall not be changed without the prior written approval of the issuing authority.
- k) Areas designated as qualifying pervious areas for the purpose of the Low Impact Site Design Credit (as defined in the MassDEP Stormwater Handbook, Volume 3, Chapter 1, Low Impact Development Site Design Credits) shall not be altered without the prior written approval of the issuing authority.
- l) Access for maintenance, repair, and/or replacement of BMPs shall not be withheld. Any fencing constructed around stormwater BMPs shall include access gates and shall be at least six inches above grade to allow for wildlife passage.

Special Conditions (if you need more space for additional conditions, please attach a text document):

See special conditions

20. For Test Projects subject to 310 CMR 10.05(11), the applicant shall also implement the monitoring plan and the restoration plan submitted with the Notice of Intent. If the conservation commission or Department determines that the Test Project threatens the public health, safety or the environment, the applicant shall implement the removal plan submitted with the Notice of Intent or modify the project as directed by the conservation commission or the Department.

# Natick Conservation Commission

## Special Conditions

Pleasant St. Bridge

Bridge # 03016-24R-MUN-NBI

**DEP # 233-764**

1. The Commission reserves the right to impose additional conditions or require the submittal of additional information as necessary to protect the interests of the Massachusetts Wetlands Protection Act, M.G.L. c. 131, 40 ("Act") and the Town of Natick Wetland Bylaw.
2. Pursuant to General Condition No. 8, this Order of Conditions must be registered in the Registry of Deeds (Middlesex) within thirty (30) days of the date of this notice, and prior to the start of work. Notice of the registration must be filed with the Natick Building Department and Conservation Commission no later than thirty (30) days from the date of registration. Failure to comply with this condition shall be cause to revoke this Order of Conditions.
3. If any change is made or intended to be made in the plans, the applicant shall file a new Notice of Intent, or shall inquire in writing of the Commission whether the change necessitates a new filing.
4. The applicant shall submit to the Commission a written request for a Certificate of Compliance. The following documents shall accompany the request:

A letter and two sets of "as built" plans for the project, stamped and signed by a registered engineer, architect, or land surveyor. The letter shall certify that the completed work is in substantial compliance with the plans referred to in the Order of Conditions.

In any event, the applicant shall submit the above documentation within six months of completion of the work described in the Notice of Intent.

5. The Natick Conservation Commission and the Commission's agents shall have the right to enter and inspect the premises to evaluate compliance with this Order of Conditions, and may require the submittal of any data necessary for such evaluation.
6. The Natick Conservation Commission and the Commission's agents shall have the authority to inform the applicant or the applicant's representative of violations of the erosion and sediment control measures of this Order of Conditions. Upon such notification, the owners shall take immediate action to correct the violation.
7. Prior to any work on-site, the applicant shall inform the Commission in writing of the names, addresses, and business and home telephone numbers of the project's supervisor(s) and alternate(s) who will be responsible for ensuring compliance with this Order of Conditions, and who will have the authority to (a) receive comments from the Commission, (b) direct the contractor to take measures of erosion and sedimentation control, and (c) order work to be stopped, if necessary.
8. The applicant shall notify the Commission in writing of any changes in Personnel so responsible, together with appropriate names, addresses, and phone numbers.
9. The applicant shall provide 48 hours notice to the Commission prior to beginning activities on-site. All site mitigation measures must be in place prior to beginning construction activities.
10. Erosion and sediment control measures shall follow the specifications in the plans accompanying the Notice of Intent.
11. Siltation fences, staked hay bales, and other erosion control measures shall be installed and shall be inspected and approved by the Commission and its agents prior to the initiation of any work. The siltation fences and hay bales shall be maintained in good working order until all adjacent disturbed areas are re-vegetated and stabilized. All erosion/sedimentation control structures shall be maintained in continuous functioning order. This shall include periodic clean out of catch basins (where applicable) and replacement of filter fabric and hay bales.
12. A general policing of the entire wetland area must be performed in which all manufactured items and debris are to be removed from the wetland resource areas and buffer zone.
13. As soon as possible during construction, all disturbed areas shall be brought to final finished grade, and either loamed or seeded for permanent stabilization. Bare ground that cannot be permanently stabilized within thirty days shall be stabilized by temporary measures acceptable to the Commission.

14. Used petroleum products from the maintenance of construction equipment and construction debris shall be collected and disposed of off-site in a prompt and proper manner. On-site disposal of these materials is not allowed.
15. This order shall apply to any successor in control or successor in interest of the property described in the Notice of Intent and accompanying plans. These obligations shall be expressed in covenants in all deeds to succeeding owners of portions of the property.
16. Conditions numbered ~~28-29~~ shall continue in force beyond the Certificate of Compliance, in perpetuity, and shall be referred to in all future deeds to this property.
18. The areas of construction shall remain in a stable condition at the close of each construction day. Erosion controls should be inspected at this time, and repaired, reinforced or replaced as necessary.
19. Materials and equipment shall be stored in a manner and location, which will minimize the compaction of soils and the concentration of runoff. Equipment fuel storage and refueling operations shall be situated in an upland area at a horizontal distance greater than 100 ft. from the boundaries of the resource areas. If a spill occurs, contaminated soils shall be removed according to guidelines established by the DEP Division of Hazardous Waste.
20. During the construction phase for this project an on-site supervisor, directing engineer or designated construction manager, shall have a copy of the permit and Notice of Intent at the site, familiarize him or herself with the documents and adhere to those conditions.
21. The siltation barriers shall serve as a work limit line for the project. No disturbance to adjacent wetland areas resulting from work on the project shall occur during or after construction.
22. An adequate stockpile of erosion control materials shall be on site at all times for emergency or routine replacement and shall include materials to repair silt fences, hay bales or any other devices planned for use during construction.
23. If de-watering is required, water shall be pumped into a filter bag or settling basin constructed of hay bales or silt fence which will be located in suitable areas outside of the wetland resource areas. The basin and all accumulated sediment will be removed following de-watering operations, and the area seeded and mulched.

24. Equipment shall be maintained to prevent leakage or discharge of pollutants. Any leakage of oil, hydraulic fluid, or other pollutant shall be cleaned up immediately upon discovery and the equipment shall be immediately removed from the site. The conservation commission shall be informed immediately in such an event.
25. If any unforeseen problem occurs during construction which affects any of the statutory interests of the Wetlands Protection Act, Chapter 131, Section 40 and/or the Natick Wetland Bylaw, upon discovery, the applicant shall notify the Commission, and an immediate meeting shall be held between the Commission, the applicant, the engineer, contractor, and other concerned parties to determine the corrective measures to be employed. The applicant shall then act to correct the problem using the corrective measures agreed upon.
26. The permittee shall comply with the Commission approved DPW general Operation and Maintenance Plan for its stormwater management system.
27. No refueling of equipment is allowed within jurisdictional resource area including but not limited to wetlands and land under water (dewatered or not).

### **Special Conditions in Perpetuity**

The following conditions are perpetual and do not expire with the issuance of a Complete Certificate of Compliance:

28. From and after the date of this Order of Conditions, there will be a reference to this Order on the deed for this property so as to apprise future owners that the following wetland restrictions will apply to this property in perpetuity.
29. All catch basins and stormwater structures will become part of the stormwater system and will be under the requirements that are set forth within Natick's MS4 Stormwater Permit. The Conservation Commission shall receive a copy of the Yearly Report from the Stormwater Permit.



Massachusetts Department of Environmental Protection  
Bureau of Resource Protection - Wetlands  
**WPA Form 5 – Order of Conditions**  
Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:  
233-764  
MassDEP File #

eDEP Transaction #  
Natick  
City/Town

**D. Findings Under Municipal Wetlands Bylaw or Ordinance**

1. Is a municipal wetlands bylaw or ordinance applicable? ☒ Yes ☐ No
2. The Natick hereby finds (check one that applies):  
Conservation Commission
- a. ☐ that the proposed work cannot be conditioned to meet the standards set forth in a municipal ordinance or bylaw, specifically:

1. Municipal Ordinance or Bylaw

2. Citation

Therefore, work on this project may not go forward unless and until a revised Notice of Intent is submitted which provides measures which are adequate to meet these standards, and a final Order of Conditions is issued.

- b. ☒ that the following additional conditions are necessary to comply with a municipal ordinance or bylaw:

Natick Wetlands Bylaw

2. Citation

1. Municipal Ordinance or Bylaw

3. The Commission orders that all work shall be performed in accordance with the following conditions and with the Notice of Intent referenced above. To the extent that the following conditions modify or differ from the plans, specifications, or other proposals submitted with the Notice of Intent, the conditions shall control.
- The special conditions relating to municipal ordinance or bylaw are as follows (if you need more space for additional conditions, attach a text document):

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Massachusetts Department of Environmental Protection  
Bureau of Resource Protection - Wetlands  
**WPA Form 5 – Order of Conditions**  
Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:

233-764  
MassDEP File #

eDEP Transaction #  
Natick  
City/Town

### E. Signatures

This Order is valid for three years, unless otherwise specified as a special condition pursuant to General Conditions #4, from the date of issuance.

Please indicate the number of members who will sign this form.  
This Order must be signed by a majority of the Conservation Commission.

The Order must be mailed by certified mail (return receipt requested) or hand delivered to the applicant. A copy also must be mailed or hand delivered at the same time to the appropriate Department of Environmental Protection Regional Office, if not filing electronically, and the property owner, if different from applicant.

Signatures:

12-16-16  
1. Date of Issuance  
6  
2. Number of Signers

☒ by hand delivery on

Date

☐ by certified mail, return receipt requested, on

Date

### F. Appeals

The applicant, the owner, any person aggrieved by this Order, any owner of land abutting the land subject to this Order, or any ten residents of the city or town in which such land is located, are hereby notified of their right to request the appropriate MassDEP Regional Office to issue a Superseding Order of Conditions. The request must be made by certified mail or hand delivery to the Department, with the appropriate filing fee and a completed Request of Departmental Action Fee Transmittal Form, as provided in 310 CMR 10.03(7) within ten business days from the date of issuance of this Order. A copy of the request shall at the same time be sent by certified mail or hand delivery to the Conservation Commission and to the applicant, if he/she is not the appellant.

Any appellants seeking to appeal the Department's Superseding Order associated with this appeal will be required to demonstrate prior participation in the review of this project. Previous participation in the permit proceeding means the submission of written information to the Conservation Commission prior to the close of the public hearing, requesting a Superseding Order, or providing written information to the Department prior to issuance of a Superseding Order.

The request shall state clearly and concisely the objections to the Order which is being appealed and how the Order does not contribute to the protection of the interests identified in the Massachusetts Wetlands Protection Act (M.G.L. c. 131, § 40), and is inconsistent with the wetlands regulations (310 CMR 10.00). To the extent that the Order is based on a municipal ordinance or bylaw, and not on the Massachusetts Wetlands Protection Act or regulations, the Department has no appellate jurisdiction.



CHARLES D. BAKER  
Governor

KARYN E. POLITO  
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

RONALD L. WALKER, II  
Secretary

WILLIAM D MCKINNEY  
Director

**Awarding Authority:** Town of Natick  
**Contract Number:** **City/Town:** NATICK  
**Description of Work:** The work includes pavement reconstruction, milling, resurfacing, concrete sidewalks and wheelchair ramps, new and reset curb, bridge grouting, dewatering, guardrail installation, striping and signing.  
**Job Location:** Pleasant Street over Charles River

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Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- 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 from the Department of Labor Standards ("DLS") 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 any sub-contractor.
- All apprentices working on the project are required to be registered with the Massachusetts Department of Labor Standards, Division of Apprentice Standards (DLS/DAS). Apprentice must keep his/her apprentice identification card on his/her person 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 DLS/DAS regardless of whether or not they are registered with any other federal, state, local, or private agency must be paid the journeyworker's rate for the trade.**
- 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. Awarding authorities are required to request these updates 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, 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. Contractors are required to obtain the wage schedules from awarding authorities, and to pay no less than these rates to covered workers. The annual update requirement is not applicable to 27F "rental of equipment" contracts.
- Every contractor or subcontractor which performs construction work on the project is required to 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. A sample of a payroll reporting form may be obtained at <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.
- Employees not receiving the prevailing wage rate set forth on the wage schedule may report the violation to the Fair Labor Division of the office of the Attorney General at (617) 727-3465.
- 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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
<b>Construction</b>						
(2 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2016	\$32.15	\$10.91	\$10.89	\$0.00	\$53.95
(3 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2016	\$32.22	\$10.91	\$10.89	\$0.00	\$54.02
(4 & 5 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2016	\$32.34	\$10.91	\$10.89	\$0.00	\$54.14
ADS/SUBMERSIBLE PILOT PILE DRIVER LOCAL 56 (ZONE 1) For apprentice rates see "Apprentice- PILE DRIVER"	08/01/2015	\$88.29	\$9.80	\$19.23	\$0.00	\$117.32
AIR TRACK OPERATOR LABORERS - ZONE 2 For apprentice rates see "Apprentice- LABORER"	12/01/2016	\$33.15	\$7.45	\$12.65	\$0.00	\$53.25
ASBESTOS REMOVER - PIPE / MECH. EQUIPT. HEAT & FROST INSULATORS LOCAL 6 (BOSTON)	12/01/2016	\$33.90	\$11.50	\$7.10	\$0.00	\$52.50
	06/01/2017	\$34.90	\$11.50	\$7.10	\$0.00	\$53.50
	12/01/2017	\$35.90	\$11.50	\$7.10	\$0.00	\$54.50
	06/01/2018	\$36.90	\$11.50	\$7.10	\$0.00	\$55.50
	12/01/2018	\$37.90	\$11.50	\$7.10	\$0.00	\$56.50
	06/01/2019	\$38.90	\$11.50	\$7.10	\$0.00	\$57.50
	12/01/2019	\$39.90	\$11.50	\$7.10	\$0.00	\$58.50
	06/01/2020	\$40.90	\$11.50	\$7.10	\$0.00	\$59.50
ASPHALT RAKER LABORERS - ZONE 2 For apprentice rates see "Apprentice- LABORER"	12/01/2020	\$41.90	\$11.50	\$7.10	\$0.00	\$60.50
	12/01/2016	\$32.65	\$7.45	\$12.65	\$0.00	\$52.75
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE OPERATING ENGINEERS LOCAL 4 For apprentice rates see "Apprentice- OPERATING ENGINEERS"	12/01/2016	\$45.38	\$10.00	\$15.25	\$0.00	\$70.63
	06/01/2017	\$46.38	\$10.00	\$15.25	\$0.00	\$71.63
	12/01/2017	\$47.38	\$10.00	\$15.25	\$0.00	\$72.63
BACKHOE/FRONT-END LOADER OPERATING ENGINEERS LOCAL 4 For apprentice rates see "Apprentice- OPERATING ENGINEERS"	12/01/2016	\$45.38	\$10.00	\$15.25	\$0.00	\$70.63
	06/01/2017	\$46.38	\$10.00	\$15.25	\$0.00	\$71.63
	12/01/2017	\$47.38	\$10.00	\$15.25	\$0.00	\$72.63
BARCO-TYPE JUMPING TAMPER LABORERS - ZONE 2 For apprentice rates see "Apprentice- LABORER"	12/01/2016	\$32.65	\$7.45	\$12.65	\$0.00	\$52.75
BLOCK PAVER, RAMMER / CURB SETTER LABORERS - ZONE 2 For apprentice rates see "Apprentice- LABORER"	12/01/2016	\$33.15	\$7.45	\$12.65	\$0.00	\$53.25
BOILER MAKER BOILERMAKERS LOCAL 29	01/01/2016	\$41.62	\$6.97	\$16.21	\$0.00	\$64.80
	01/01/2017	\$42.92	\$6.97	\$16.21	\$0.00	\$66.10

Classification

Classification		Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
<b>Apprentice - BOILERMAKER - Local 29</b>							
<b>Effective Date - 01/01/2016</b>							
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
1	65	\$27.05	\$6.97	\$10.54	\$0.00	\$44.56	
2	65	\$27.05	\$6.97	\$10.54	\$0.00	\$44.56	
3	70	\$29.13	\$6.97	\$11.35	\$0.00	\$47.45	
4	75	\$31.22	\$6.97	\$12.16	\$0.00	\$50.35	
5	80	\$33.30	\$6.97	\$12.97	\$0.00	\$53.24	
6	85	\$35.38	\$6.97	\$13.78	\$0.00	\$56.13	
7	90	\$37.46	\$6.97	\$14.59	\$0.00	\$59.02	
8	95	\$39.54	\$6.97	\$15.40	\$0.00	\$61.91	

<b>Effective Date - 01/01/2017</b>							
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
1	65	\$27.90	\$6.97	\$10.54	\$0.00	\$45.41	
2	65	\$27.90	\$6.97	\$10.54	\$0.00	\$45.41	
3	70	\$30.04	\$6.97	\$11.35	\$0.00	\$48.36	
4	75	\$32.19	\$6.97	\$12.16	\$0.00	\$51.32	
5	80	\$34.34	\$6.97	\$12.97	\$0.00	\$54.28	
6	85	\$36.48	\$6.97	\$13.78	\$0.00	\$57.23	
7	90	\$38.63	\$6.97	\$14.59	\$0.00	\$60.19	
8	95	\$40.77	\$6.97	\$15.40	\$0.00	\$63.14	

Notes:

Apprentice to Journeyworker Ratio:1:5

Apprentice to Journeyworker Ratio:1:5						
BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY	09/01/2016	\$48.66	\$10.18	\$18.62	\$0.00	\$77.46
WATERPROOFING)	03/01/2017	\$49.23	\$10.18	\$18.62	\$0.00	\$78.03
BRICKLAYERS LOCAL 3 (LOWELL)						

Classification

Apprentice - BRICK/PLASTER/CEMENT MASON - Local 3 Lowell

Effective Date - 09/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.33	\$10.18	\$18.62	\$0.00	\$53.13
2	60	\$29.20	\$10.18	\$18.62	\$0.00	\$58.00
3	70	\$34.06	\$10.18	\$18.62	\$0.00	\$62.86
4	80	\$38.93	\$10.18	\$18.62	\$0.00	\$67.73
5	90	\$43.79	\$10.18	\$18.62	\$0.00	\$72.59

Effective Date - 03/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.62	\$10.18	\$18.62	\$0.00	\$53.42
2	60	\$29.54	\$10.18	\$18.62	\$0.00	\$58.34
3	70	\$34.46	\$10.18	\$18.62	\$0.00	\$63.26
4	80	\$39.38	\$10.18	\$18.62	\$0.00	\$68.18
5	90	\$44.31	\$10.18	\$18.62	\$0.00	\$73.11

Notes:

Apprentice to Journeyworker Ratio:1:5

BULLDOZER/GRADER/SCRAPER OPERATING ENGINEERS LOCAL 4	12/01/2016	\$44.94	\$10.00	\$15.25	\$0.00	\$70.19
	06/01/2017	\$45.93	\$10.00	\$15.25	\$0.00	\$71.18
	12/01/2017	\$46.92	\$10.00	\$15.25	\$0.00	\$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
CAISSON & UNDERPINNING BOTTOM MAN LABORERS - FOUNDATION AND MARINE	12/01/2016	\$37.95	\$7.45	\$14.00	\$0.00	\$59.40
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING LABORER LABORERS - FOUNDATION AND MARINE	12/01/2016	\$36.80	\$7.45	\$14.00	\$0.00	\$58.25
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING TOP MAN LABORERS - FOUNDATION AND MARINE	12/01/2016	\$36.80	\$7.45	\$14.00	\$0.00	\$58.25
For apprentice rates see "Apprentice- LABORER"						
CARBIDE CORE DRILL OPERATOR LABORERS - ZONE 2	12/01/2016	\$32.65	\$7.45	\$12.65	\$0.00	\$52.75
For apprentice rates see "Apprentice- LABORER"						
CARPENTER CARPENTERS -ZONE 2 (Eastern Massachusetts)	09/01/2016	\$37.80	\$9.90	\$17.00	\$0.00	\$64.70
	03/01/2017	\$38.77	\$9.90	\$17.00	\$0.00	\$65.67
	09/01/2017	\$39.78	\$9.90	\$17.00	\$0.00	\$66.68
	03/01/2018	\$40.78	\$9.90	\$17.00	\$0.00	\$67.68
	09/01/2018	\$41.82	\$9.90	\$17.00	\$0.00	\$68.72
	03/01/2019	\$42.85	\$9.90	\$17.00	\$0.00	\$69.75

Classification

Apprentice - CARPENTER - Zone 2 Eastern MA

Effective Date - 09/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.90	\$9.90	\$1.63	\$0.00	\$30.43
2	60	\$22.68	\$9.90	\$1.63	\$0.00	\$34.21
3	70	\$26.46	\$9.90	\$12.11	\$0.00	\$48.47
4	75	\$28.35	\$9.90	\$12.11	\$0.00	\$50.36
5	80	\$30.24	\$9.90	\$13.74	\$0.00	\$53.88
6	80	\$30.24	\$9.90	\$13.74	\$0.00	\$53.88
7	90	\$34.02	\$9.90	\$15.37	\$0.00	\$59.29
8	90	\$34.02	\$9.90	\$15.37	\$0.00	\$59.29

Effective Date - 03/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.39	\$9.90	\$1.63	\$0.00	\$30.92
2	60	\$23.26	\$9.90	\$1.63	\$0.00	\$34.79
3	70	\$27.14	\$9.90	\$12.11	\$0.00	\$49.15
4	75	\$29.08	\$9.90	\$12.11	\$0.00	\$51.09
5	80	\$31.02	\$9.90	\$13.74	\$0.00	\$54.66
6	80	\$31.02	\$9.90	\$13.74	\$0.00	\$54.66
7	90	\$34.89	\$9.90	\$15.37	\$0.00	\$60.16
8	90	\$34.89	\$9.90	\$15.37	\$0.00	\$60.16

Notes:

Apprentice to Journeyworker Ratio:1:5

CEMENT MASONRY/PLASTERING  
BRICKLAYERS LOCAL 3 (LOWELL)

07/01/2016	\$40.76	\$12.20	\$19.33	\$1.30	\$73.59
01/01/2017	\$41.72	\$12.20	\$19.41	\$1.30	\$74.63
07/01/2017	\$42.61	\$12.20	\$19.41	\$1.30	\$75.52
01/01/2018	\$43.28	\$12.20	\$19.41	\$1.30	\$76.19
07/01/2018	\$43.94	\$12.20	\$19.41	\$1.30	\$76.85
01/01/2019	\$44.61	\$12.20	\$19.41	\$1.30	\$77.52
07/01/2019	\$45.27	\$12.20	\$19.41	\$1.30	\$78.18
01/01/2020	\$45.94	\$12.20	\$19.41	\$1.30	\$78.85

Classification

Apprentice - CEMENT MASONRY/PLASTERING - Lowell

Effective Date - 07/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.38	\$12.20	\$12.33	\$0.00	\$44.91
2	60	\$24.46	\$12.20	\$14.33	\$1.30	\$52.29
3	65	\$26.49	\$12.20	\$15.33	\$1.30	\$55.32
4	70	\$28.53	\$12.20	\$16.33	\$1.30	\$58.36
5	75	\$30.57	\$12.20	\$17.33	\$1.30	\$61.40
6	80	\$32.61	\$12.20	\$18.33	\$1.30	\$64.44
7	90	\$36.68	\$12.20	\$19.33	\$1.30	\$69.51

Effective Date - 01/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.86	\$12.20	\$12.41	\$0.00	\$45.47
2	60	\$25.03	\$12.20	\$14.41	\$1.30	\$52.94
3	65	\$27.12	\$12.20	\$15.41	\$1.30	\$56.03
4	70	\$29.20	\$12.20	\$16.41	\$1.30	\$59.11
5	75	\$31.29	\$12.20	\$17.41	\$1.30	\$62.20
6	80	\$33.38	\$12.20	\$18.41	\$1.30	\$65.29
7	90	\$37.55	\$12.20	\$19.41	\$1.30	\$70.46

Notes:

Steps 3,4 are 500 hrs. All other steps are 1,000 hrs.

Apprentice to Journeyworker Ratio:1:3

CHAIN SAW OPERATOR LABORERS - ZONE 2	12/01/2016	\$32.65	\$7.45	\$12.65	\$0.00	\$52.75
For apprentice rates see "Apprentice- LABORER"						
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES OPERATING ENGINEERS LOCAL 4	12/01/2016	\$46.38	\$10.00	\$15.25	\$0.00	\$71.63
	06/01/2017	\$47.38	\$10.00	\$15.25	\$0.00	\$72.63
	12/01/2017	\$48.38	\$10.00	\$15.25	\$0.00	\$73.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
COMPRESSOR OPERATOR OPERATING ENGINEERS LOCAL 4	12/01/2016	\$31.17	\$10.00	\$15.25	\$0.00	\$56.42
	06/01/2017	\$31.86	\$10.00	\$15.25	\$0.00	\$57.11
	12/01/2017	\$32.55	\$10.00	\$15.25	\$0.00	\$57.80
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DELEADER (BRIDGE) PAINTERS LOCAL 35 - ZONE 2	07/01/2016	\$50.46	\$7.85	\$16.10	\$0.00	\$74.41
	01/01/2017	\$51.41	\$7.85	\$16.10	\$0.00	\$75.36

**Classification**

**Apprentice - PAINTER Local 35 - BRIDGES/TANKS**

**Effective Date - 07/01/2016**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.23	\$7.85	\$0.00	\$0.00	\$33.08
2	55	\$27.75	\$7.85	\$3.66	\$0.00	\$39.26
3	60	\$30.28	\$7.85	\$3.99	\$0.00	\$42.12
4	65	\$32.80	\$7.85	\$4.32	\$0.00	\$44.97
5	70	\$35.32	\$7.85	\$14.11	\$0.00	\$57.28
6	75	\$37.85	\$7.85	\$14.44	\$0.00	\$60.14
7	80	\$40.37	\$7.85	\$14.77	\$0.00	\$62.99
8	90	\$45.41	\$7.85	\$15.44	\$0.00	\$68.70

**Effective Date - 01/01/2017**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.71	\$7.85	\$0.00	\$0.00	\$33.56
2	55	\$28.28	\$7.85	\$3.66	\$0.00	\$39.79
3	60	\$30.85	\$7.85	\$3.99	\$0.00	\$42.69
4	65	\$33.42	\$7.85	\$4.32	\$0.00	\$45.59
5	70	\$35.99	\$7.85	\$14.11	\$0.00	\$57.95
6	75	\$38.56	\$7.85	\$14.44	\$0.00	\$60.85
7	80	\$41.13	\$7.85	\$14.77	\$0.00	\$63.75
8	90	\$46.27	\$7.85	\$15.44	\$0.00	\$69.56

**Notes:**

Steps are 750 hrs.

**Apprentice to Journeyworker Ratio:1:1**

DEMO: ADZEMAN  
LABORERS - ZONE 2

12/01/2015 \$35.50 \$7.45 \$13.55 \$0.00 \$56.50

For apprentice rates see "Apprentice- LABORER"

DEMO: BACKHOE/LOADER/HAMMER OPERATOR  
LABORERS - ZONE 2

12/01/2015 \$36.50 \$7.45 \$13.55 \$0.00 \$57.50

For apprentice rates see "Apprentice- LABORER"

DEMO: BURNERS  
LABORERS - ZONE 2

12/01/2015 \$36.25 \$7.45 \$13.55 \$0.00 \$57.25

For apprentice rates see "Apprentice- LABORER"

DEMO: CONCRETE CUTTER/SAWYER  
LABORERS - ZONE 2

12/01/2015 \$36.50 \$7.45 \$13.55 \$0.00 \$57.50

For apprentice rates see "Apprentice- LABORER"

DEMO: JACKHAMMER OPERATOR  
LABORERS - ZONE 2

12/01/2015 \$36.25 \$7.45 \$13.55 \$0.00 \$57.25

For apprentice rates see "Apprentice- LABORER"

DEMO: WRECKING LABORER  
LABORERS - ZONE 2

12/01/2015 \$35.50 \$7.45 \$13.55 \$0.00 \$56.50

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DIRECTIONAL DRILL MACHINE OPERATOR OPERATING ENGINEERS LOCAL 4	12/01/2016	\$44.94	\$10.00	\$15.25	\$0.00	\$70.19
	06/01/2017	\$45.93	\$10.00	\$15.25	\$0.00	\$71.18
	12/01/2017	\$46.92	\$10.00	\$15.25	\$0.00	\$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2015	\$58.86	\$9.80	\$19.23	\$0.00	\$87.89
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2015	\$42.04	\$9.80	\$19.23	\$0.00	\$71.07
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER (EFFLUENT) PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2015	\$63.06	\$9.80	\$19.23	\$0.00	\$92.09
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER/SLURRY (EFFLUENT) PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2015	\$88.23	\$9.80	\$19.23	\$0.00	\$117.26
For apprentice rates see "Apprentice- PILE DRIVER"						
DRAWBRIDGE OPERATOR (Construction) ELECTRICIANS LOCAL 103	09/01/2016	\$47.13	\$13.00	\$17.41	\$0.00	\$77.54
	03/01/2017	\$48.33	\$13.00	\$17.45	\$0.00	\$78.78
	09/01/2017	\$49.28	\$13.00	\$17.48	\$0.00	\$79.76
	03/01/2018	\$50.48	\$13.00	\$17.51	\$0.00	\$80.99
	09/01/2018	\$51.67	\$13.00	\$17.55	\$0.00	\$82.22
	03/01/2019	\$52.87	\$13.00	\$17.59	\$0.00	\$83.46
For apprentice rates see "Apprentice- ELECTRICIAN"						
ELECTRICIAN ELECTRICIANS LOCAL 103	09/01/2016	\$47.13	\$13.00	\$17.41	\$0.00	\$77.54
	03/01/2017	\$48.33	\$13.00	\$17.45	\$0.00	\$78.78
	09/01/2017	\$49.28	\$13.00	\$17.48	\$0.00	\$79.76
	03/01/2018	\$50.48	\$13.00	\$17.51	\$0.00	\$80.99
	09/01/2018	\$51.67	\$13.00	\$17.55	\$0.00	\$82.22
	03/01/2019	\$52.87	\$13.00	\$17.59	\$0.00	\$83.46

Classification

		Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - <i>ELECTRICIAN - Local 103</i>							
Effective Date - 09/01/2016							
Step	percent		Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40		\$18.85	\$13.00	\$0.57	\$0.00	\$32.42
2	40		\$18.85	\$13.00	\$0.57	\$0.00	\$32.42
3	45		\$21.21	\$13.00	\$13.36	\$0.00	\$47.57
4	45		\$21.21	\$13.00	\$13.36	\$0.00	\$47.57
5	50		\$23.57	\$13.00	\$13.73	\$0.00	\$50.30
6	55		\$25.92	\$13.00	\$14.09	\$0.00	\$53.01
7	60		\$28.28	\$13.00	\$14.46	\$0.00	\$55.74
8	65		\$30.63	\$13.00	\$14.83	\$0.00	\$58.46
9	70		\$32.99	\$13.00	\$15.20	\$0.00	\$61.19
10	75		\$35.35	\$13.00	\$15.57	\$0.00	\$63.92

		Effective Date -				Supplemental Unemployment	Total Rate
03/01/2017							
Step	percent		Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40		\$19.33	\$13.00	\$0.58	\$0.00	\$32.91
2	40		\$19.33	\$13.00	\$0.58	\$0.00	\$32.91
3	45		\$21.75	\$13.00	\$13.37	\$0.00	\$48.12
4	45		\$21.75	\$13.00	\$13.37	\$0.00	\$48.12
5	50		\$24.17	\$13.00	\$13.75	\$0.00	\$50.92
6	55		\$26.58	\$13.00	\$14.11	\$0.00	\$53.69
7	60		\$29.00	\$13.00	\$14.48	\$0.00	\$56.48
8	65		\$31.41	\$13.00	\$14.85	\$0.00	\$59.26
9	70		\$33.83	\$13.00	\$15.22	\$0.00	\$62.05
10	75		\$36.25	\$13.00	\$15.60	\$0.00	\$64.85

Notes: :

App Prior 1/1/03; 30/35/40/45/50/55/65/70/75/80

Apprentice to Journeyworker Ratio:2:3\*\*\*

ELEVATOR CONSTRUCTOR	01/01/2016	\$54.53	\$14.43	\$14.96	\$0.00	\$83.92
ELEVATOR CONSTRUCTORS LOCAL 4	01/01/2017	\$55.86	\$15.28	\$15.71	\$0.00	\$86.85

Classification

		Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
<b>Apprentice - ELEVATOR CONSTRUCTOR - Local 4</b>							
<b>Effective Date - 01/01/2016</b>							
Step	percent		Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50		\$27.27	\$14.43	\$0.00	\$0.00	\$41.70
2	55		\$29.99	\$14.43	\$14.96	\$0.00	\$59.38
3	65		\$35.44	\$14.43	\$14.96	\$0.00	\$64.83
4	70		\$38.17	\$14.43	\$14.96	\$0.00	\$67.56
5	80		\$43.62	\$14.43	\$14.96	\$0.00	\$73.01

<b>Effective Date - 01/01/2017</b>							
Step	percent		Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50		\$27.93	\$15.28	\$0.00	\$0.00	\$43.21
2	55		\$30.72	\$15.28	\$15.71	\$0.00	\$61.71
3	65		\$36.31	\$15.28	\$15.71	\$0.00	\$67.30
4	70		\$39.10	\$15.28	\$15.71	\$0.00	\$70.09
5	80		\$44.69	\$15.28	\$15.71	\$0.00	\$75.68

Notes:

Steps 1-2 are 6 mos.; Steps 3-5 are 1 year

Apprentice to Journeyworker Ratio:1:1

Apprentice to Journeyworker Ratio:1:1						
ELEVATOR CONSTRUCTOR HELPER	01/01/2016	\$38.17	\$14.43	\$14.96	\$0.00	\$67.56
ELEVATOR CONSTRUCTORS LOCAL 4	01/01/2017	\$39.10	\$15.28	\$15.71	\$0.00	\$70.09
For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"						
FENCE & GUARD RAIL ERECTOR	12/01/2016	\$32.65	\$7.45	\$12.65	\$0.00	\$52.75
LABORERS - ZONE 2						
For apprentice rates see "Apprentice- LABORER"						
FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY	11/01/2016	\$41.37	\$10.00	\$15.15	\$0.00	\$66.52
OPERATING ENGINEERS LOCAL 4	05/01/2017	\$42.25	\$10.00	\$15.15	\$0.00	\$67.40
	11/01/2017	\$42.98	\$10.00	\$15.15	\$0.00	\$68.13
	05/01/2018	\$43.69	\$10.00	\$15.15	\$0.00	\$68.84
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY	11/01/2016	\$42.82	\$10.00	\$15.15	\$0.00	\$67.97
OPERATING ENGINEERS LOCAL 4	05/01/2017	\$43.71	\$10.00	\$15.15	\$0.00	\$68.86
	11/01/2017	\$44.44	\$10.00	\$15.15	\$0.00	\$69.59
	05/01/2018	\$45.16	\$10.00	\$15.15	\$0.00	\$70.31
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY	11/01/2016	\$21.98	\$10.00	\$15.15	\$0.00	\$47.13
OPERATING ENGINEERS LOCAL 4	05/01/2017	\$22.51	\$10.00	\$15.15	\$0.00	\$47.66
	11/01/2017	\$22.93	\$10.00	\$15.15	\$0.00	\$48.08
	05/01/2018	\$23.36	\$10.00	\$15.15	\$0.00	\$48.51
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIRE ALARM INSTALLER ELECTRICIANS LOCAL 103	09/01/2016	\$47.13	\$13.00	\$17.41	\$0.00	\$77.54
	03/01/2017	\$48.33	\$13.00	\$17.45	\$0.00	\$78.78
	09/01/2017	\$49.28	\$13.00	\$17.48	\$0.00	\$79.76
	03/01/2018	\$50.48	\$13.00	\$17.51	\$0.00	\$80.99
	09/01/2018	\$51.67	\$13.00	\$17.55	\$0.00	\$82.22
	03/01/2019	\$52.87	\$13.00	\$17.59	\$0.00	\$83.46

For apprentice rates see "Apprentice- ELECTRICIAN"

FIRE ALARM REPAIR / MAINTENANCE / COMMISSIONING ELECTRICIANS LOCAL 103	09/01/2016	\$35.35	\$13.00	\$15.57	\$0.00	\$63.92
	03/01/2017	\$36.25	\$13.00	\$15.60	\$0.00	\$64.85
	09/01/2017	\$36.96	\$13.00	\$15.62	\$0.00	\$65.58
	03/01/2018	\$37.86	\$13.00	\$15.65	\$0.00	\$66.51
	09/01/2018	\$38.75	\$13.00	\$15.67	\$0.00	\$67.42
	03/01/2019	\$39.65	\$13.00	\$15.70	\$0.00	\$68.35

For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"

FIREMAN (ASST. ENGINEER) OPERATING ENGINEERS LOCAL 4	12/01/2016	\$37.65	\$10.00	\$15.25	\$0.00	\$62.90
	06/01/2017	\$38.49	\$10.00	\$15.25	\$0.00	\$63.74
	12/01/2017	\$39.32	\$10.00	\$15.25	\$0.00	\$64.57

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

FLAGGER & SIGNALER LABORERS - ZONE 2	12/01/2016	\$20.50	\$7.45	\$12.65	\$0.00	\$40.60
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For apprentice rates see "Apprentice- LABORER"

FLOORCOVERER FLOORCOVERERS LOCAL 2168 ZONE I	03/01/2016	\$42.13	\$9.80	\$17.62	\$0.00	\$69.55
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#### Apprentice - FLOORCOVERER - Local 2168 Zone I

Effective Date - 03/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.07	\$9.80	\$1.79	\$0.00	\$32.66
2	55	\$23.17	\$9.80	\$1.79	\$0.00	\$34.76
3	60	\$25.28	\$9.80	\$12.25	\$0.00	\$47.33
4	65	\$27.38	\$9.80	\$12.25	\$0.00	\$49.43
5	70	\$29.49	\$9.80	\$14.04	\$0.00	\$53.33
6	75	\$31.60	\$9.80	\$14.04	\$0.00	\$55.44
7	80	\$33.70	\$9.80	\$15.83	\$0.00	\$59.33
8	85	\$35.81	\$9.80	\$15.83	\$0.00	\$61.44

#### Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

FORK LIFT/CHERRY PICKER OPERATING ENGINEERS LOCAL 4	12/01/2016	\$45.38	\$10.00	\$15.25	\$0.00	\$70.63
	06/01/2017	\$46.38	\$10.00	\$15.25	\$0.00	\$71.63
	12/01/2017	\$47.38	\$10.00	\$15.25	\$0.00	\$72.63

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GENERATOR/LIGHTING PLANT/HEATERS OPERATING ENGINEERS LOCAL 4	12/01/2016	\$31.17	\$10.00	\$15.25	\$0.00	\$56.42
	06/01/2017	\$31.86	\$10.00	\$15.25	\$0.00	\$57.11
	12/01/2017	\$32.55	\$10.00	\$15.25	\$0.00	\$57.80

**Classification**

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)	07/01/2016	\$39.96	\$7.85	\$16.10	\$0.00	\$63.91
GLAZIERS LOCAL 35 (ZONE 2)	01/01/2017	\$40.91	\$7.85	\$16.10	\$0.00	\$64.86

**Apprentice - GLAZIER - Local 35 Zone 2**

Effective Date - 07/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.98	\$7.85	\$0.00	\$0.00	\$27.83
2	55	\$21.98	\$7.85	\$3.66	\$0.00	\$33.49
3	60	\$23.98	\$7.85	\$3.99	\$0.00	\$35.82
4	65	\$25.97	\$7.85	\$4.32	\$0.00	\$38.14
5	70	\$27.97	\$7.85	\$14.11	\$0.00	\$49.93
6	75	\$29.97	\$7.85	\$14.44	\$0.00	\$52.26
7	80	\$31.97	\$7.85	\$14.77	\$0.00	\$54.59
8	90	\$35.96	\$7.85	\$15.44	\$0.00	\$59.25

Effective Date - 01/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.46	\$7.85	\$0.00	\$0.00	\$28.31
2	55	\$22.50	\$7.85	\$3.66	\$0.00	\$34.01
3	60	\$24.55	\$7.85	\$3.99	\$0.00	\$36.39
4	65	\$26.59	\$7.85	\$4.32	\$0.00	\$38.76
5	70	\$28.64	\$7.85	\$14.11	\$0.00	\$50.60
6	75	\$30.68	\$7.85	\$14.44	\$0.00	\$52.97
7	80	\$32.73	\$7.85	\$14.77	\$0.00	\$55.35
8	90	\$36.82	\$7.85	\$15.44	\$0.00	\$60.11

**Notes:**

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

HOISTING ENGINEER/CRANES/GRADALLS	12/01/2016	\$45.38	\$10.00	\$15.25	\$0.00	\$70.63
OPERATING ENGINEERS LOCAL 4	06/01/2017	\$46.38	\$10.00	\$15.25	\$0.00	\$71.63
	12/01/2017	\$47.38	\$10.00	\$15.25	\$0.00	\$72.63

Classification

Apprentice - OPERATING ENGINEERS - Local 4

Effective Date - 12/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$24.96	\$10.00	\$0.00	\$0.00	\$34.96
2	60	\$27.23	\$10.00	\$15.25	\$0.00	\$52.48
3	65	\$29.50	\$10.00	\$15.25	\$0.00	\$54.75
4	70	\$31.77	\$10.00	\$15.25	\$0.00	\$57.02
5	75	\$34.04	\$10.00	\$15.25	\$0.00	\$59.29
6	80	\$36.30	\$10.00	\$15.25	\$0.00	\$61.55
7	85	\$38.57	\$10.00	\$15.25	\$0.00	\$63.82
8	90	\$40.84	\$10.00	\$15.25	\$0.00	\$66.09

Effective Date - 06/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$25.51	\$10.00	\$0.00	\$0.00	\$35.51
2	60	\$27.83	\$10.00	\$15.25	\$0.00	\$53.08
3	65	\$30.15	\$10.00	\$15.25	\$0.00	\$55.40
4	70	\$32.47	\$10.00	\$15.25	\$0.00	\$57.72
5	75	\$34.79	\$10.00	\$15.25	\$0.00	\$60.04
6	80	\$37.10	\$10.00	\$15.25	\$0.00	\$62.35
7	85	\$39.42	\$10.00	\$15.25	\$0.00	\$64.67
8	90	\$41.74	\$10.00	\$15.25	\$0.00	\$66.99

Notes:

Apprentice to Journeyworker Ratio:1:6

HVAC (DUCTWORK) SHEETMETAL WORKERS LOCAL 17 - A	11/01/2016	\$43.40	\$10.70	\$23.07	\$2.32	\$79.49
	02/01/2017	\$44.50	\$10.70	\$23.07	\$2.32	\$80.59
	08/01/2017	\$45.60	\$10.70	\$23.07	\$2.32	\$81.69
	02/01/2018	\$46.75	\$10.70	\$23.07	\$2.32	\$82.84
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (ELECTRICAL CONTROLS) ELECTRICIANS LOCAL 103	09/01/2016	\$47.13	\$13.00	\$17.41	\$0.00	\$77.54
	03/01/2017	\$48.33	\$13.00	\$17.45	\$0.00	\$78.78
	09/01/2017	\$49.28	\$13.00	\$17.48	\$0.00	\$79.76
	03/01/2018	\$50.48	\$13.00	\$17.51	\$0.00	\$80.99
	09/01/2018	\$51.67	\$13.00	\$17.55	\$0.00	\$82.22
	03/01/2019	\$52.87	\$13.00	\$17.59	\$0.00	\$83.46
For apprentice rates see "Apprentice- ELECTRICIAN"						
HVAC (TESTING AND BALANCING - AIR) SHEETMETAL WORKERS LOCAL 17 - A	11/01/2016	\$43.40	\$10.70	\$23.07	\$2.32	\$79.49
	02/01/2017	\$44.50	\$10.70	\$23.07	\$2.32	\$80.59
	08/01/2017	\$45.60	\$10.70	\$23.07	\$2.32	\$81.69
	02/01/2018	\$46.75	\$10.70	\$23.07	\$2.32	\$82.84
For apprentice rates see "Apprentice- SHEET METAL WORKER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HVAC (TESTING AND BALANCING -WATER)	09/01/2016	\$50.19	\$9.70	\$18.14	\$0.00	\$78.03
PIPEFITTERS LOCAL 537	03/01/2017	\$51.19	\$9.70	\$18.14	\$0.00	\$79.03
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HVAC MECHANIC	09/01/2016	\$50.19	\$9.70	\$18.14	\$0.00	\$78.03
PIPEFITTERS LOCAL 537	03/01/2017	\$51.19	\$9.70	\$18.14	\$0.00	\$79.03
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HYDRAULIC DRILLS	12/01/2016	\$33.15	\$7.45	\$12.65	\$0.00	\$53.25
LABORERS - ZONE 2						
For apprentice rates see "Apprentice- LABORER"						
INSULATOR (PIPES & TANKS)	09/01/2016	\$45.09	\$11.75	\$14.20	\$0.00	\$71.04
HEAT & FROST INSULATORS LOCAL 6 (BOSTON)	09/01/2017	\$47.09	\$11.75	\$14.20	\$0.00	\$73.04
	09/01/2018	\$49.34	\$11.75	\$14.20	\$0.00	\$75.29
	09/01/2019	\$51.84	\$11.75	\$14.20	\$0.00	\$77.79

**Apprentice - ASBESTOS INSULATOR (Pipes & Tanks) - Local 6 Boston**

Effective Date - 09/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.55	\$11.75	\$10.45	\$0.00	\$44.75
2	60	\$27.05	\$11.75	\$11.20	\$0.00	\$50.00
3	70	\$31.56	\$11.75	\$11.95	\$0.00	\$55.26
4	80	\$36.07	\$11.75	\$12.70	\$0.00	\$60.52

Effective Date - 09/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.55	\$11.75	\$10.45	\$0.00	\$45.75
2	60	\$28.25	\$11.75	\$11.20	\$0.00	\$51.20
3	70	\$32.96	\$11.75	\$11.95	\$0.00	\$56.66
4	80	\$37.67	\$11.75	\$12.70	\$0.00	\$62.12

**Notes:**

Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

IRONWORKER/WELDER	09/16/2016	\$44.05	\$7.80	\$20.85	\$0.00	\$72.70
IRONWORKERS LOCAL 7 (BOSTON AREA)	03/16/2017	\$44.65	\$7.80	\$20.85	\$0.00	\$73.30

Classification

Apprentice - IRONWORKER - Local 7 Boston

Effective Date - 09/16/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$26.43	\$7.80	\$20.85	\$0.00	\$55.08
2	70	\$30.84	\$7.80	\$20.85	\$0.00	\$59.49
3	75	\$33.04	\$7.80	\$20.85	\$0.00	\$61.69
4	80	\$35.24	\$7.80	\$20.85	\$0.00	\$63.89
5	85	\$37.44	\$7.80	\$20.85	\$0.00	\$66.09
6	90	\$39.65	\$7.80	\$20.85	\$0.00	\$68.30

Effective Date - 03/16/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$26.79	\$7.80	\$20.85	\$0.00	\$55.44
2	70	\$31.26	\$7.80	\$20.85	\$0.00	\$59.91
3	75	\$33.49	\$7.80	\$20.85	\$0.00	\$62.14
4	80	\$35.72	\$7.80	\$20.85	\$0.00	\$64.37
5	85	\$37.95	\$7.80	\$20.85	\$0.00	\$66.60
6	90	\$40.19	\$7.80	\$20.85	\$0.00	\$68.84

Notes:

\*\* Structural 1:6; Ornamental 1:4

Apprentice to Journeyworker Ratio:\*\*

JACKHAMMER & PAVING BREAKER OPERATOR	12/01/2016	\$32.65	\$7.45	\$12.65	\$0.00	\$52.75
LABORERS - ZONE 2						
For apprentice rates see "Apprentice- LABORER"						
LABORER	12/01/2016	\$32.40	\$7.45	\$12.65	\$0.00	\$52.50
LABORERS - ZONE 2						

Apprentice - LABORER - Zone 2

Effective Date - 12/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$19.44	\$7.45	\$12.65	\$0.00	\$39.54
2	70	\$22.68	\$7.45	\$12.65	\$0.00	\$42.78
3	80	\$25.92	\$7.45	\$12.65	\$0.00	\$46.02
4	90	\$29.16	\$7.45	\$12.65	\$0.00	\$49.26

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER: CARPENTER TENDER	12/01/2016	\$32.40	\$7.45	\$12.65	\$0.00	\$52.50
LABORERS - ZONE 2						
For apprentice rates see "Apprentice- LABORER"						
LABORER: CEMENT FINISHER TENDER	12/01/2016	\$32.40	\$7.45	\$12.65	\$0.00	\$52.50
LABORERS - ZONE 2						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER"						
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER LABORERS - ZONE 2	12/01/2015	\$31.35	\$7.45	\$12.60	\$0.00	\$51.40
For apprentice rates see "Apprentice- LABORER"						
LABORER: MASON TENDER LABORERS - ZONE 2	12/01/2016	\$32.65	\$7.45	\$12.65	\$0.00	\$52.75
For apprentice rates see "Apprentice- LABORER"						
LABORER: MULTI-TRADE TENDER LABORERS - ZONE 2	12/01/2016	\$32.40	\$7.45	\$12.65	\$0.00	\$52.50
For apprentice rates see "Apprentice- LABORER"						
LABORER: TREE REMOVER LABORERS - ZONE 2	12/01/2016	\$32.40	\$7.45	\$12.65	\$0.00	\$52.50
This classification applies to all tree work associated with the removal of standing trees, and trimming and removal of branches and limbs when the work is not done for a utility company for the purpose of operation, maintenance or repair of utility company equipment. For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR LABORERS - ZONE 2	12/01/2016	\$32.65	\$7.45	\$12.65	\$0.00	\$52.75
For apprentice rates see "Apprentice- LABORER"						
MARBLE & TILE FINISHERS BRICKLAYERS LOCAL 3 - MARBLE & TILE	08/01/2016	\$38.78	\$10.18	\$17.78	\$0.00	\$66.74
	02/01/2017	\$39.24	\$10.18	\$17.78	\$0.00	\$67.20

**Apprentice - MARBLE & TILE FINISHER - Local 3 Marble & Tile**

Effective Date - 08/01/2016		Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Step	percent					
1	50	\$19.39	\$10.18	\$17.78	\$0.00	\$47.35
2	60	\$23.27	\$10.18	\$17.78	\$0.00	\$51.23
3	70	\$27.15	\$10.18	\$17.78	\$0.00	\$55.11
4	80	\$31.02	\$10.18	\$17.78	\$0.00	\$58.98
5	90	\$34.90	\$10.18	\$17.78	\$0.00	\$62.86

Effective Date - 02/01/2017		Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Step	percent					
1	50	\$19.62	\$10.18	\$17.78	\$0.00	\$47.58
2	60	\$23.54	\$10.18	\$17.78	\$0.00	\$51.50
3	70	\$27.47	\$10.18	\$17.78	\$0.00	\$55.43
4	80	\$31.39	\$10.18	\$17.78	\$0.00	\$59.35
5	90	\$35.32	\$10.18	\$17.78	\$0.00	\$63.28

Notes:

Apprentice to Journeyworker Ratio:1:3

MARBLE MASONS, TILELAYERS & TERRAZZO MECH BRICKLAYERS LOCAL 3 - MARBLE & TILE	08/01/2016	\$50.80	\$10.18	\$19.22	\$0.00	\$80.20
	02/01/2017	\$51.37	\$10.18	\$19.22	\$0.00	\$80.77

## Classification

Effective Date    Base Wage    Health    Pension    Supplemental  
Unemployment    Total Rate

## Apprentice - MARBLE-TILE-TERRAZZO MECHANIC - Local 3 Marble &amp; Tile

Effective Date - 08/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.40	\$10.18	\$19.22	\$0.00	\$54.80
2	60	\$30.48	\$10.18	\$19.22	\$0.00	\$59.88
3	70	\$35.56	\$10.18	\$19.22	\$0.00	\$64.96
4	80	\$40.64	\$10.18	\$19.22	\$0.00	\$70.04
5	90	\$45.72	\$10.18	\$19.22	\$0.00	\$75.12

Effective Date - 02/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.69	\$10.18	\$19.22	\$0.00	\$55.09
2	60	\$30.82	\$10.18	\$19.22	\$0.00	\$60.22
3	70	\$35.96	\$10.18	\$19.22	\$0.00	\$65.36
4	80	\$41.10	\$10.18	\$19.22	\$0.00	\$70.50
5	90	\$46.23	\$10.18	\$19.22	\$0.00	\$75.63

Notes:

Apprentice to Journeyworker Ratio:1:5

MECH. SWEEPER OPERATOR (ON CONST. SITES)    12/01/2016    \$44.94    \$10.00    \$15.25    \$0.00    \$70.19  
OPERATING ENGINEERS LOCAL 4

06/01/2017    \$45.93    \$10.00    \$15.25    \$0.00    \$71.18

12/01/2017    \$46.92    \$10.00    \$15.25    \$0.00    \$72.17

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MECHANICS MAINTENANCE    12/01/2016    \$44.94    \$10.00    \$15.25    \$0.00    \$70.19  
OPERATING ENGINEERS LOCAL 4

06/01/2017    \$45.93    \$10.00    \$15.25    \$0.00    \$71.18

12/01/2017    \$46.92    \$10.00    \$15.25    \$0.00    \$72.17

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MILLWRIGHT (Zone 2)    04/01/2015    \$34.69    \$9.80    \$16.21    \$0.00    \$60.70  
MILLWRIGHTS LOCAL 1121 - Zone 2

## Apprentice - MILLWRIGHT - Local 1121 Zone 2

Effective Date - 04/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$19.08	\$9.80	\$4.48	\$0.00	\$33.36
2	65	\$22.55	\$9.80	\$13.36	\$0.00	\$45.71
3	75	\$26.02	\$9.80	\$14.18	\$0.00	\$50.00
4	85	\$29.49	\$9.80	\$14.99	\$0.00	\$54.28

Notes:

Steps are 2,000 hours

Apprentice to Journeyworker Ratio:1:5

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
MORTAR MIXER LABORERS - ZONE 2	12/01/2016	\$32.65	\$7.45	\$12.65	\$0.00	\$52.75
For apprentice rates see "Apprentice- LABORER"						
OILER (OTHER THAN TRUCK CRANES, GRADALLS)	12/01/2016	\$22.96	\$10.00	\$15.25	\$0.00	\$48.21
OPERATING ENGINEERS LOCAL 4	06/01/2017	\$23.47	\$10.00	\$15.25	\$0.00	\$48.72
	12/01/2017	\$23.99	\$10.00	\$15.25	\$0.00	\$49.24
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OILER (TRUCK CRANES, GRADALLS)	12/01/2016	\$26.94	\$10.00	\$15.25	\$0.00	\$52.19
OPERATING ENGINEERS LOCAL 4	06/01/2017	\$27.54	\$10.00	\$15.25	\$0.00	\$52.79
	12/01/2017	\$28.15	\$10.00	\$15.25	\$0.00	\$53.40
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OTHER POWER DRIVEN EQUIPMENT - CLASS II	12/01/2016	\$44.94	\$10.00	\$15.25	\$0.00	\$70.19
OPERATING ENGINEERS LOCAL 4	06/01/2017	\$45.93	\$10.00	\$15.25	\$0.00	\$71.18
	12/01/2017	\$46.92	\$10.00	\$15.25	\$0.00	\$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PAINTER (BRIDGES/TANKS)	07/01/2016	\$50.46	\$7.85	\$16.10	\$0.00	\$74.41
PAINTERS LOCAL 35 - ZONE 2	01/01/2017	\$51.41	\$7.85	\$16.10	\$0.00	\$75.36

**Apprentice - PAINTER Local 35 - BRIDGES/TANKS**

Effective Date - 07/01/2016		Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Step	percent					
1	50	\$25.23	\$7.85	\$0.00	\$0.00	\$33.08
2	55	\$27.75	\$7.85	\$3.66	\$0.00	\$39.26
3	60	\$30.28	\$7.85	\$3.99	\$0.00	\$42.12
4	65	\$32.80	\$7.85	\$4.32	\$0.00	\$44.97
5	70	\$35.32	\$7.85	\$14.11	\$0.00	\$57.28
6	75	\$37.85	\$7.85	\$14.44	\$0.00	\$60.14
7	80	\$40.37	\$7.85	\$14.77	\$0.00	\$62.99
8	90	\$45.41	\$7.85	\$15.44	\$0.00	\$68.70

Effective Date - 01/01/2017		Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Step	percent					
1	50	\$25.71	\$7.85	\$0.00	\$0.00	\$33.56
2	55	\$28.28	\$7.85	\$3.66	\$0.00	\$39.79
3	60	\$30.85	\$7.85	\$3.99	\$0.00	\$42.69
4	65	\$33.42	\$7.85	\$4.32	\$0.00	\$45.59
5	70	\$35.99	\$7.85	\$14.11	\$0.00	\$57.95
6	75	\$38.56	\$7.85	\$14.44	\$0.00	\$60.85
7	80	\$41.13	\$7.85	\$14.77	\$0.00	\$63.75
8	90	\$46.27	\$7.85	\$15.44	\$0.00	\$69.56

**Notes:**

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PAINTER (SPRAY OR SANDBLAST, NEW) *	07/01/2016	\$41.36	\$7.85	\$16.10	\$0.00	\$65.31
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2	01/01/2017	\$42.31	\$7.85	\$16.10	\$0.00	\$66.26

**Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - New**

Effective Date - 07/01/2016		Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Step	percent					
1	50	\$20.68	\$7.85	\$0.00	\$0.00	\$28.53
2	55	\$22.75	\$7.85	\$3.66	\$0.00	\$34.26
3	60	\$24.82	\$7.85	\$3.99	\$0.00	\$36.66
4	65	\$26.88	\$7.85	\$4.32	\$0.00	\$39.05
5	70	\$28.95	\$7.85	\$14.11	\$0.00	\$50.91
6	75	\$31.02	\$7.85	\$14.44	\$0.00	\$53.31
7	80	\$33.09	\$7.85	\$14.77	\$0.00	\$55.71
8	90	\$37.22	\$7.85	\$15.44	\$0.00	\$60.51

Effective Date - 01/01/2017		Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Step	percent					
1	50	\$21.16	\$7.85	\$0.00	\$0.00	\$29.01
2	55	\$23.27	\$7.85	\$3.66	\$0.00	\$34.78
3	60	\$25.39	\$7.85	\$3.99	\$0.00	\$37.23
4	65	\$27.50	\$7.85	\$4.32	\$0.00	\$39.67
5	70	\$29.62	\$7.85	\$14.11	\$0.00	\$51.58
6	75	\$31.73	\$7.85	\$14.44	\$0.00	\$54.02
7	80	\$33.85	\$7.85	\$14.77	\$0.00	\$56.47
8	90	\$38.08	\$7.85	\$15.44	\$0.00	\$61.37

**Notes:**

Steps are 750 hrs.

**Apprentice to Journeyworker Ratio:1:1**

PAINTER (SPRAY OR SANDBLAST, REPAINT)	07/01/2016	\$39.42	\$7.85	\$16.10	\$0.00	\$63.37
PAINTERS LOCAL 35 - ZONE 2	01/01/2017	\$40.37	\$7.85	\$16.10	\$0.00	\$64.32

Classification

		Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
<b>Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - Repaint</b>							
<b>Effective Date -</b>		07/01/2016					
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
1	50	\$19.71	\$7.85	\$0.00	\$0.00	\$27.56	
2	55	\$21.68	\$7.85	\$3.66	\$0.00	\$33.19	
3	60	\$23.65	\$7.85	\$3.99	\$0.00	\$35.49	
4	65	\$25.62	\$7.85	\$4.32	\$0.00	\$37.79	
5	70	\$27.59	\$7.85	\$14.11	\$0.00	\$49.55	
6	75	\$29.57	\$7.85	\$14.44	\$0.00	\$51.86	
7	80	\$31.54	\$7.85	\$14.77	\$0.00	\$54.16	
8	90	\$35.48	\$7.85	\$15.44	\$0.00	\$58.77	

<b>Effective Date -</b>		01/01/2017					
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
1	50	\$20.19	\$7.85	\$0.00	\$0.00	\$28.04	
2	55	\$22.20	\$7.85	\$3.66	\$0.00	\$33.71	
3	60	\$24.22	\$7.85	\$3.99	\$0.00	\$36.06	
4	65	\$26.24	\$7.85	\$4.32	\$0.00	\$38.41	
5	70	\$28.26	\$7.85	\$14.11	\$0.00	\$50.22	
6	75	\$30.28	\$7.85	\$14.44	\$0.00	\$52.57	
7	80	\$32.30	\$7.85	\$14.77	\$0.00	\$54.92	
8	90	\$36.33	\$7.85	\$15.44	\$0.00	\$59.62	

**Notes:**

Steps are 750 hrs.

**Apprentice to Journeyworker Ratio:1:1**

PAINTER (TRAFFIC MARKINGS)		12/01/2016	\$32.40	\$7.45	\$12.65	\$0.00	\$52.50
LABORERS - ZONE 2							
For Apprentice rates see "Apprentice- LABORER"							
PAINTER / TAPER (BRUSH, NEW) *		07/01/2016	\$39.96	\$7.85	\$16.10	\$0.00	\$63.91
* If 30% or more of surfaces to be painted are new construction,		01/01/2017	\$40.91	\$7.85	\$16.10	\$0.00	\$64.86
NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2							

Classification

Effective Date    Base Wage    Health    Pension    Supplemental  
Unemployment    Total Rate

Apprentice - PAINTER - Local 35 Zone 2 - BRUSH NEW

Effective Date - 07/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.98	\$7.85	\$0.00	\$0.00	\$27.83
2	55	\$21.98	\$7.85	\$3.66	\$0.00	\$33.49
3	60	\$23.98	\$7.85	\$3.99	\$0.00	\$35.82
4	65	\$25.97	\$7.85	\$4.32	\$0.00	\$38.14
5	70	\$27.97	\$7.85	\$14.11	\$0.00	\$49.93
6	75	\$29.97	\$7.85	\$14.44	\$0.00	\$52.26
7	80	\$31.97	\$7.85	\$14.77	\$0.00	\$54.59
8	90	\$35.96	\$7.85	\$15.44	\$0.00	\$59.25

Effective Date - 01/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.46	\$7.85	\$0.00	\$0.00	\$28.31
2	55	\$22.50	\$7.85	\$3.66	\$0.00	\$34.01
3	60	\$24.55	\$7.85	\$3.99	\$0.00	\$36.39
4	65	\$26.59	\$7.85	\$4.32	\$0.00	\$38.76
5	70	\$28.64	\$7.85	\$14.11	\$0.00	\$50.60
6	75	\$30.68	\$7.85	\$14.44	\$0.00	\$52.97
7	80	\$32.73	\$7.85	\$14.77	\$0.00	\$55.35
8	90	\$36.82	\$7.85	\$15.44	\$0.00	\$60.11

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, REPAINT)	07/01/2016	\$38.02	\$7.85	\$16.10	\$0.00	\$61.97
PAINTERS LOCAL 35 - ZONE 2	01/01/2017	\$38.97	\$7.85	\$16.10	\$0.00	\$62.92

Classification

		Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
<b>Apprentice - PAINTER Local 35 Zone 2 - BRUSH REPAINT</b>							
<b>Effective Date - 07/01/2016</b>							
Step	percent		Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50		\$19.01	\$7.85	\$0.00	\$0.00	\$26.86
2	55		\$20.91	\$7.85	\$3.66	\$0.00	\$32.42
3	60		\$22.81	\$7.85	\$3.99	\$0.00	\$34.65
4	65		\$24.71	\$7.85	\$4.32	\$0.00	\$36.88
5	70		\$26.61	\$7.85	\$14.11	\$0.00	\$48.57
6	75		\$28.52	\$7.85	\$14.44	\$0.00	\$50.81
7	80		\$30.42	\$7.85	\$14.77	\$0.00	\$53.04
8	90		\$34.22	\$7.85	\$15.44	\$0.00	\$57.51

		Effective Date -				Supplemental Unemployment	Total Rate
<b>01/01/2017</b>							
Step	percent		Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50		\$19.49	\$7.85	\$0.00	\$0.00	\$27.34
2	55		\$21.43	\$7.85	\$3.66	\$0.00	\$32.94
3	60		\$23.38	\$7.85	\$3.99	\$0.00	\$35.22
4	65		\$25.33	\$7.85	\$4.32	\$0.00	\$37.50
5	70		\$27.28	\$7.85	\$14.11	\$0.00	\$49.24
6	75		\$29.23	\$7.85	\$14.44	\$0.00	\$51.52
7	80		\$31.18	\$7.85	\$14.77	\$0.00	\$53.80
8	90		\$35.07	\$7.85	\$15.44	\$0.00	\$58.36

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PANEL & PICKUP TRUCKS DRIVER TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2012	\$30.28	\$9.07	\$8.00	\$0.00	\$47.35
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK) PILE DRIVER LOCAL 56 (ZONE 1) For apprentice rates see "Apprentice- PILE DRIVER"	08/01/2015	\$42.04	\$9.80	\$19.23	\$0.00	\$71.07
PILE DRIVER PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2015	\$42.04	\$9.80	\$19.23	\$0.00	\$71.07

**Classification**

Effective Date    Base Wage    Health    Pension    Supplemental Unemployment    Total Rate

**Apprentice - PILE DRIVER - Local 56 Zone 1**

Effective Date - 08/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
		\$21.02	\$9.80	\$19.23	\$0.00	\$50.05
1	50	\$25.22	\$9.80	\$19.23	\$0.00	\$54.25
2	60	\$29.43	\$9.80	\$19.23	\$0.00	\$58.46
3	70	\$31.53	\$9.80	\$19.23	\$0.00	\$60.56
4	75	\$33.63	\$9.80	\$19.23	\$0.00	\$62.66
5	80	\$33.63	\$9.80	\$19.23	\$0.00	\$62.66
6	80	\$37.84	\$9.80	\$19.23	\$0.00	\$66.87
7	90	\$37.84	\$9.80	\$19.23	\$0.00	\$66.87
8	90					

Notes:

Apprentice to Journeyworker Ratio:1:3

PIPEFITTER & STEAMFITTER	09/01/2016	\$50.19	\$9.70	\$18.14	\$0.00	\$78.03
PIPEFITTERS LOCAL 537	03/01/2017	\$51.19	\$9.70	\$18.14	\$0.00	\$79.03

**Apprentice - PIPEFITTER - Local 537**

Effective Date - 09/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
		\$20.08	\$9.70	\$7.50	\$0.00	\$37.28
1	40	\$22.59	\$9.70	\$18.14	\$0.00	\$50.43
2	45	\$30.11	\$9.70	\$18.14	\$0.00	\$57.95
3	60	\$35.13	\$9.70	\$18.14	\$0.00	\$62.97
4	70	\$40.15	\$9.70	\$18.14	\$0.00	\$67.99
5	80					

Effective Date - 03/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
		\$20.48	\$9.70	\$7.50	\$0.00	\$37.68
1	40	\$23.04	\$9.70	\$18.14	\$0.00	\$50.88
2	45	\$30.71	\$9.70	\$18.14	\$0.00	\$58.55
3	60	\$35.83	\$9.70	\$18.14	\$0.00	\$63.67
4	70	\$40.95	\$9.70	\$18.14	\$0.00	\$68.79
5	80					

Notes:

\*\* 1:3; 3:15; 1:10 thereafter / Steps are 1 yr.  
Refrig/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:\*\*

PIPELAYER	12/01/2016	\$32.65	\$7.45	\$12.65	\$0.00	\$52.75
LABORERS - ZONE 2						

For apprentice rates see "Apprentice- LABORER"

PLUMBERS & GASFITTERS  
PLUMBERS & GASFITTERS LOCAL 12

	09/01/2016	\$51.69	\$11.32	\$15.46	\$0.00	\$78.47
	03/01/2017	\$52.69	\$11.32	\$15.46	\$0.00	\$79.47

Classification

Apprentice - PLUMBER/GASFITTER - Local 12

Effective Date - 09/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$18.09	\$11.32	\$5.74	\$0.00	\$35.15
2	40	\$20.68	\$11.32	\$6.49	\$0.00	\$38.49
3	55	\$28.43	\$11.32	\$8.73	\$0.00	\$48.48
4	65	\$33.60	\$11.32	\$10.23	\$0.00	\$55.15
5	75	\$38.77	\$11.32	\$11.72	\$0.00	\$61.81

Effective Date - 03/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$18.44	\$11.32	\$5.74	\$0.00	\$35.50
2	40	\$21.08	\$11.32	\$6.49	\$0.00	\$38.89
3	55	\$28.98	\$11.32	\$8.73	\$0.00	\$49.03
4	65	\$34.25	\$11.32	\$10.23	\$0.00	\$55.80
5	75	\$39.52	\$11.32	\$11.72	\$0.00	\$62.56

Notes:

\*\* 1:2; 2:6; 3:10; 4:14; 5:19/Steps are 1 yr  
Step4 with lic\$58.50 Step5 with lic\$65.36

Apprentice to Journeyworker Ratio:\*\*

PNEUMATIC CONTROLS (TEMP.)	09/01/2016	\$50.19	\$9.70	\$18.14	\$0.00	\$78.03
PIPEFITTERS LOCAL 537	03/01/2017	\$51.19	\$9.70	\$18.14	\$0.00	\$79.03
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
PNEUMATIC DRILL/TOOL OPERATOR	12/01/2016	\$32.65	\$7.45	\$12.65	\$0.00	\$52.75
LABORERS - ZONE 2						
For apprentice rates see "Apprentice- LABORER"						
POWDERMAN & BLASTER	12/01/2016	\$33.40	\$7.45	\$12.65	\$0.00	\$53.50
LABORERS - ZONE 2						
For apprentice rates see "Apprentice- LABORER"						
POWER SHOVEL/DERRICK/TRENCHING MACHINE	12/01/2016	\$45.38	\$10.00	\$15.25	\$0.00	\$70.63
OPERATING ENGINEERS LOCAL 4	06/01/2017	\$46.38	\$10.00	\$15.25	\$0.00	\$71.63
	12/01/2017	\$47.38	\$10.00	\$15.25	\$0.00	\$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE)	12/01/2016	\$45.38	\$10.00	\$15.25	\$0.00	\$70.63
OPERATING ENGINEERS LOCAL 4	06/01/2017	\$46.38	\$10.00	\$15.25	\$0.00	\$71.63
	12/01/2017	\$47.38	\$10.00	\$15.25	\$0.00	\$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER)	12/01/2016	\$31.17	\$10.00	\$15.25	\$0.00	\$56.42
OPERATING ENGINEERS LOCAL 4	06/01/2017	\$31.86	\$10.00	\$15.25	\$0.00	\$57.11
	12/01/2017	\$32.55	\$10.00	\$15.25	\$0.00	\$57.80
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY MIX CONCRETE DRIVERS after 4/30/10	07/01/2016	\$28.03	\$8.23	\$9.31	\$0.00	\$45.57
(Drivers Hired After 4/30/2010) TEAMSTERS LOCAL 25c	05/01/2017	\$28.18	\$8.23	\$9.72	\$0.00	\$46.13
	07/01/2017	\$28.18	\$8.48	\$9.72	\$0.00	\$46.38

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
READY-MIX CONCRETE DRIVER <i>TEAMSTERS LOCAL 25c</i>	07/01/2016	\$29.33	\$8.23	\$9.31	\$0.00	\$46.87
	05/01/2017	\$29.48	\$8.23	\$9.72	\$0.00	\$47.43
	07/01/2017	\$29.48	\$8.48	\$9.72	\$0.00	\$47.68
RECLAIMERS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2016	\$44.94	\$10.00	\$15.25	\$0.00	\$70.19
	06/01/2017	\$45.93	\$10.00	\$15.25	\$0.00	\$71.18
	12/01/2017	\$46.92	\$10.00	\$15.25	\$0.00	\$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
RESIDENTIAL WOOD FRAME (All Other Work) <i>CARPENTERS -ZONE 2 (Residential Wood)</i>	06/01/2016	\$25.32	\$9.80	\$16.82	\$0.00	\$51.94
RESIDENTIAL WOOD FRAME CARPENTER ** ** The Residential Wood Frame Carpenter classification applies only to the construction of new, wood frame residences that do not exceed four stories including the basement. <i>CARPENTERS -ZONE 2 (Residential Wood)</i>	10/01/2016	\$25.69	\$7.07	\$7.18	\$0.00	\$39.94
	04/01/2017	\$26.31	\$7.07	\$7.18	\$0.00	\$40.56
	10/01/2017	\$26.93	\$7.07	\$7.18	\$0.00	\$41.18
	04/01/2018	\$27.35	\$7.07	\$7.18	\$0.00	\$41.60
	10/01/2018	\$27.77	\$7.07	\$7.18	\$0.00	\$42.02
	04/01/2019	\$28.20	\$7.07	\$7.18	\$0.00	\$42.45
	10/01/2019	\$28.63	\$7.07	\$7.18	\$0.00	\$42.88
	As of 9/1/09 Carpentry work on wood-frame residential WEATHERIZATION projects shall be paid the RESIDENTIAL WOOD FRAME CARPENTER rate.					

**Apprentice - CARPENTER (Residential Wood Frame) - Zone 2**

Effective Date - 10/01/2016		Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Step	percent					
1	60	\$15.41	\$7.07	\$0.00	\$0.00	\$22.48
2	60	\$15.41	\$7.07	\$0.00	\$0.00	\$22.48
3	65	\$16.70	\$7.07	\$7.18	\$0.00	\$30.95
4	70	\$17.98	\$7.07	\$7.18	\$0.00	\$32.23
5	75	\$19.27	\$7.07	\$7.18	\$0.00	\$33.52
6	80	\$20.55	\$7.07	\$7.18	\$0.00	\$34.80
7	85	\$21.84	\$7.07	\$7.18	\$0.00	\$36.09
8	90	\$23.12	\$7.07	\$7.18	\$0.00	\$37.37

Effective Date - 04/01/2017		Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Step	percent					
1	60	\$15.79	\$7.07	\$0.00	\$0.00	\$22.86
2	60	\$15.79	\$7.07	\$0.00	\$0.00	\$22.86
3	65	\$17.10	\$7.07	\$7.18	\$0.00	\$31.35
4	70	\$18.42	\$7.07	\$7.18	\$0.00	\$32.67
5	75	\$19.73	\$7.07	\$7.18	\$0.00	\$33.98
6	80	\$21.05	\$7.07	\$7.18	\$0.00	\$35.30
7	85	\$22.36	\$7.07	\$7.18	\$0.00	\$36.61
8	90	\$23.68	\$7.07	\$7.18	\$0.00	\$37.93

Notes:

Apprentice to Journeyworker Ratio:1:5

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
RIDE-ON MOTORIZED BUGGY OPERATOR LABORERS - ZONE 2	12/01/2016	\$32.65	\$7.45	\$12.65	\$0.00	\$52.75
For apprentice rates see "Apprentice- LABORER"						
ROLLER/SPREADER/MULCHING MACHINE OPERATING ENGINEERS LOCAL 4	12/01/2016	\$44.94	\$10.00	\$15.25	\$0.00	\$70.19
	06/01/2017	\$45.93	\$10.00	\$15.25	\$0.00	\$71.18
	12/01/2017	\$46.92	\$10.00	\$15.25	\$0.00	\$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
ROOFER (Inc.Roofing Waterproofing &Roofing Damproofg) ROOFERS LOCAL 33	08/01/2016	\$41.11	\$11.00	\$13.00	\$0.00	\$65.11
	02/01/2017	\$42.26	\$11.00	\$13.00	\$0.00	\$66.26
	08/01/2017	\$43.36	\$11.00	\$13.00	\$0.00	\$67.36
	02/01/2018	\$44.51	\$11.00	\$13.00	\$0.00	\$68.51
	08/01/2018	\$45.61	\$11.00	\$13.00	\$0.00	\$69.61
	02/01/2019	\$46.76	\$11.00	\$13.00	\$0.00	\$70.76

#### Apprentice - ROOFER - Local 33

Effective Date - 08/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.56	\$11.00	\$3.44	\$0.00	\$35.00
2	60	\$24.67	\$11.00	\$13.00	\$0.00	\$48.67
3	65	\$26.72	\$11.00	\$13.00	\$0.00	\$50.72
4	75	\$30.83	\$11.00	\$13.00	\$0.00	\$54.83
5	85	\$34.94	\$11.00	\$13.00	\$0.00	\$58.94

Effective Date - 02/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.13	\$11.00	\$3.44	\$0.00	\$35.57
2	60	\$25.36	\$11.00	\$13.00	\$0.00	\$49.36
3	65	\$27.47	\$11.00	\$13.00	\$0.00	\$51.47
4	75	\$31.70	\$11.00	\$13.00	\$0.00	\$55.70
5	85	\$35.92	\$11.00	\$13.00	\$0.00	\$59.92

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.

Apprentice to Journeyworker Ratio:\*\*

#### ROOFER SLATE / TILE / PRECAST CONCRETE ROOFERS LOCAL 33

08/01/2016	\$41.36	\$11.00	\$13.00	\$0.00	\$65.36
02/01/2017	\$42.51	\$11.00	\$13.00	\$0.00	\$66.51
08/01/2017	\$43.61	\$11.00	\$13.00	\$0.00	\$67.61
02/01/2018	\$44.76	\$11.00	\$13.00	\$0.00	\$68.76
08/01/2018	\$45.86	\$11.00	\$13.00	\$0.00	\$69.86
02/01/2019	\$47.01	\$11.00	\$13.00	\$0.00	\$71.01

For apprentice rates see "Apprentice- ROOFER"

#### SHEETMETAL WORKER SHEETMETAL WORKERS LOCAL 17 - A

11/01/2016	\$43.40	\$10.70	\$23.07	\$2.32	\$79.49
02/01/2017	\$44.50	\$10.70	\$23.07	\$2.32	\$80.59
08/01/2017	\$45.60	\$10.70	\$23.07	\$2.32	\$81.69
02/01/2018	\$46.75	\$10.70	\$23.07	\$2.32	\$82.84

Classification

		Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - SHEET METAL WORKER - Local 17-A							
Effective Date -		11/01/2016					
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
		\$17.36	\$10.70	\$5.24	\$0.00	\$33.30	
1	40	\$17.36	\$10.70	\$5.24	\$0.00	\$33.30	
2	40	\$19.53	\$10.70	\$10.31	\$1.22	\$41.76	
3	45	\$19.53	\$10.70	\$10.31	\$1.22	\$41.76	
4	45	\$21.70	\$10.70	\$11.21	\$1.31	\$44.92	
5	50	\$21.70	\$10.70	\$11.46	\$1.32	\$45.18	
6	50	\$26.04	\$10.70	\$13.02	\$1.49	\$51.25	
7	60	\$28.21	\$10.70	\$13.93	\$1.59	\$54.43	
8	65	\$32.55	\$10.70	\$15.74	\$1.77	\$60.76	
9	75	\$36.89	\$10.70	\$17.05	\$1.94	\$66.58	
10	85						

Effective Date -		02/01/2017					
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
		\$17.80	\$10.70	\$5.24	\$0.00	\$33.74	
1	40	\$17.80	\$10.70	\$5.24	\$0.00	\$33.74	
2	40	\$20.03	\$10.70	\$10.31	\$1.24	\$42.28	
3	45	\$20.03	\$10.70	\$10.31	\$1.24	\$42.28	
4	45	\$22.25	\$10.70	\$11.21	\$1.32	\$45.48	
5	50	\$22.25	\$10.70	\$11.46	\$1.33	\$45.74	
6	50	\$26.70	\$10.70	\$13.02	\$1.51	\$51.93	
7	60	\$28.93	\$10.70	\$13.93	\$1.61	\$55.17	
8	65	\$33.38	\$10.70	\$15.74	\$1.79	\$61.61	
9	75	\$37.83	\$10.70	\$17.05	\$1.97	\$67.55	
10	85						

Notes:

Steps are 6 mos.

Apprentice to Journeyworker Ratio:1:4

SIGN ERECTOR		06/01/2013	\$25.81	\$7.07	\$7.05	\$0.00	\$39.93
PAINTERS LOCAL 35 - ZONE 2							

Classification

Effective Date    Base Wage    Health    Pension    Supplemental  
Unemployment    Total Rate

Apprentice - *SIGN ERECTOR - Local 35 Zone 2*

Effective Date - 06/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
		\$12.91	\$7.07	\$0.00	\$0.00	\$19.98
1	50	\$14.20	\$7.07	\$2.45	\$0.00	\$23.72
2	55	\$15.49	\$7.07	\$2.45	\$0.00	\$25.01
3	60	\$16.78	\$7.07	\$2.45	\$0.00	\$26.30
4	65	\$18.07	\$7.07	\$7.05	\$0.00	\$32.19
5	70	\$19.36	\$7.07	\$7.05	\$0.00	\$33.48
6	75	\$20.65	\$7.07	\$7.05	\$0.00	\$34.77
7	80	\$21.94	\$7.07	\$7.05	\$0.00	\$36.06
8	85	\$23.23	\$7.07	\$7.05	\$0.00	\$37.35
9	90					

Notes:

Steps are 4 mos.

Apprentice to Journeyworker Ratio:1:1

SPECIALIZED EARTH MOVING EQUIP < 35 TONS TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2016	\$32.44	\$10.91	\$10.89	\$0.00	\$54.24
SPECIALIZED EARTH MOVING EQUIP > 35 TONS TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2016	\$32.73	\$10.91	\$10.89	\$0.00	\$54.53
SPRINKLER FITTER SPRINKLER FITTERS LOCAL 550 - (Section A) Zone 1	10/01/2016	\$55.48	\$8.52	\$17.05	\$0.00	\$81.05
	01/01/2017	\$55.08	\$8.77	\$17.20	\$0.00	\$81.05
	03/01/2017	\$56.08	\$8.77	\$17.20	\$0.00	\$82.05

Classification

Apprentice - SPRINKLER FITTER - Local 550 (Section A) Zone 1

Effective Date - 10/01/2016		Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Step	percent					
1	35	\$19.42	\$8.52	\$8.55	\$0.00	\$36.49
2	40	\$22.19	\$8.52	\$8.55	\$0.00	\$39.26
3	45	\$24.97	\$8.52	\$8.55	\$0.00	\$42.04
4	50	\$27.74	\$8.52	\$8.55	\$0.00	\$44.81
5	55	\$30.51	\$8.52	\$8.55	\$0.00	\$47.58
6	60	\$33.29	\$8.52	\$10.05	\$0.00	\$51.86
7	65	\$36.06	\$8.52	\$10.05	\$0.00	\$54.63
8	70	\$38.84	\$8.52	\$10.05	\$0.00	\$57.41
9	75	\$41.61	\$8.52	\$10.05	\$0.00	\$60.18
10	80	\$44.38	\$8.52	\$10.05	\$0.00	\$62.95

Effective Date - 01/01/2017

Effective Date - 01/01/2017		Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Step	percent					
1	35	\$19.28	\$8.52	\$8.70	\$0.00	\$36.50
2	40	\$22.03	\$8.52	\$8.70	\$0.00	\$39.25
3	45	\$24.79	\$8.52	\$8.70	\$0.00	\$42.01
4	50	\$27.54	\$8.52	\$8.70	\$0.00	\$44.76
5	55	\$30.29	\$8.52	\$8.70	\$0.00	\$47.51
6	60	\$33.05	\$8.52	\$10.20	\$0.00	\$51.77
7	65	\$35.80	\$8.52	\$10.20	\$0.00	\$54.52
8	70	\$38.56	\$8.52	\$10.20	\$0.00	\$57.28
9	75	\$41.31	\$8.52	\$10.20	\$0.00	\$60.03
10	80	\$44.06	\$8.52	\$10.20	\$0.00	\$62.78

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

STEAM BOILER OPERATOR OPERATING ENGINEERS LOCAL 4	12/01/2016	\$44.94	\$10.00	\$15.25	\$0.00	\$70.19
	06/01/2017	\$45.93	\$10.00	\$15.25	\$0.00	\$71.18
	12/01/2017	\$46.92	\$10.00	\$15.25	\$0.00	\$72.17
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN OPERATING ENGINEERS LOCAL 4	12/01/2016	\$44.94	\$10.00	\$15.25	\$0.00	\$70.19
	06/01/2017	\$45.93	\$10.00	\$15.25	\$0.00	\$71.18
	12/01/2017	\$46.92	\$10.00	\$15.25	\$0.00	\$72.17
TELECOMMUNICATION TECHNICIAN ELECTRICIANS LOCAL 103	09/01/2016	\$35.35	\$13.00	\$15.57	\$0.00	\$63.92
	03/01/2017	\$36.25	\$13.00	\$15.60	\$0.00	\$64.85
	09/01/2017	\$36.96	\$13.00	\$15.62	\$0.00	\$65.58
	03/01/2018	\$37.86	\$13.00	\$15.65	\$0.00	\$66.51
	09/01/2018	\$38.75	\$13.00	\$15.67	\$0.00	\$67.42
	03/01/2019	\$39.65	\$13.00	\$15.70	\$0.00	\$68.35

Classification

Effective Date    Base Wage    Health    Pension    Supplemental  
Unemployment    Total Rate

Apprentice - TELECOMMUNICATION TECHNICIAN - Local 103

Effective Date - 09/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
		\$14.14	\$13.00	\$0.42	\$0.00	\$27.56
1	40	\$14.14	\$13.00	\$0.42	\$0.00	\$27.56
2	40	\$15.91	\$13.00	\$11.53	\$0.00	\$40.44
3	45	\$15.91	\$13.00	\$11.53	\$0.00	\$40.44
4	45	\$17.68	\$13.00	\$11.80	\$0.00	\$42.48
5	50	\$19.44	\$13.00	\$12.07	\$0.00	\$44.51
6	55	\$21.21	\$13.00	\$12.36	\$0.00	\$46.57
7	60	\$22.98	\$13.00	\$12.63	\$0.00	\$48.61
8	65	\$24.75	\$13.00	\$13.91	\$0.00	\$51.66
9	70	\$26.51	\$13.00	\$14.19	\$0.00	\$53.70
10	75					

Effective Date - 03/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
		\$14.50	\$13.00	\$0.44	\$0.00	\$27.94
1	40	\$14.50	\$13.00	\$0.44	\$0.00	\$27.94
2	40	\$16.31	\$13.00	\$12.54	\$0.00	\$41.85
3	45	\$16.31	\$13.00	\$12.54	\$0.00	\$41.85
4	45	\$18.13	\$13.00	\$12.81	\$0.00	\$43.94
5	50	\$19.94	\$13.00	\$13.09	\$0.00	\$46.03
6	55	\$21.75	\$13.00	\$13.37	\$0.00	\$48.12
7	60	\$23.56	\$13.00	\$13.65	\$0.00	\$50.21
8	65	\$25.38	\$13.00	\$13.93	\$0.00	\$52.31
9	70	\$27.19	\$13.00	\$14.21	\$0.00	\$54.40
10	75					

Notes:

Apprentice to Journeyworker Ratio:1:1

TERRAZZO FINISHERS  
BRICKLAYERS LOCAL 3 - MARBLE & TILE

08/01/2016	\$49.70	\$10.18	\$19.22	\$0.00	\$79.10
02/01/2017	\$50.27	\$10.18	\$19.22	\$0.00	\$79.67

Classification

Effective Date    Base Wage    Health    Pension    Supplemental  
Unemployment    Total Rate

**Apprentice - TERRAZZO FINISHER - Local 3 Marble & Tile**

Effective Date - 08/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.85	\$10.18	\$19.22	\$0.00	\$54.25
2	60	\$29.82	\$10.18	\$19.22	\$0.00	\$59.22
3	70	\$34.79	\$10.18	\$19.22	\$0.00	\$64.19
4	80	\$39.76	\$10.18	\$19.22	\$0.00	\$69.16
5	90	\$44.73	\$10.18	\$19.22	\$0.00	\$74.13

Effective Date - 02/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.14	\$10.18	\$19.22	\$0.00	\$54.54
2	60	\$30.16	\$10.18	\$19.22	\$0.00	\$59.56
3	70	\$35.19	\$10.18	\$19.22	\$0.00	\$64.59
4	80	\$40.22	\$10.18	\$19.22	\$0.00	\$69.62
5	90	\$45.24	\$10.18	\$19.22	\$0.00	\$74.64

Notes:

Apprentice to Journeyworker Ratio:1:3

**TEST BORING DRILLER**

LABORERS - FOUNDATION AND MARINE

For apprentice rates see "Apprentice- LABORER"

12/01/2016    \$38.20    \$7.45    \$14.00    \$0.00    \$59.65

**TEST BORING DRILLER HELPER**

LABORERS - FOUNDATION AND MARINE

For apprentice rates see "Apprentice- LABORER"

12/01/2016    \$36.92    \$7.45    \$14.00    \$0.00    \$58.37

**TEST BORING LABORER**

LABORERS - FOUNDATION AND MARINE

For apprentice rates see "Apprentice- LABORER"

12/01/2016    \$36.80    \$7.45    \$14.00    \$0.00    \$58.25

**TRACTORS/PORTABLE STEAM GENERATORS**

OPERATING ENGINEERS LOCAL 4

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

12/01/2016    \$44.94    \$10.00    \$15.25    \$0.00    \$70.19

06/01/2017    \$45.93    \$10.00    \$15.25    \$0.00    \$71.18

12/01/2017    \$46.92    \$10.00    \$15.25    \$0.00    \$72.17

**TRAILERS FOR EARTH MOVING EQUIPMENT**

TEAMSTERS JOINT COUNCIL NO. 10 ZONE B

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

12/01/2016    \$33.02    \$10.91    \$10.89    \$0.00    \$54.82

**TUNNEL WORK - COMPRESSED AIR**

LABORERS (COMPRESSED AIR)

For apprentice rates see "Apprentice- LABORER"

12/01/2016    \$49.08    \$7.45    \$14.40    \$0.00    \$70.93

**TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE)**

LABORERS (COMPRESSED AIR)

For apprentice rates see "Apprentice- LABORER"

12/01/2016    \$51.08    \$7.45    \$14.40    \$0.00    \$72.93

**TUNNEL WORK - FREE AIR**

LABORERS (FREE AIR TUNNEL)

For apprentice rates see "Apprentice- LABORER"

12/01/2016    \$41.15    \$7.45    \$14.40    \$0.00    \$63.00

**TUNNEL WORK - FREE AIR (HAZ. WASTE)**

LABORERS (FREE AIR TUNNEL)

For apprentice rates see "Apprentice- LABORER"

12/01/2016    \$43.15    \$7.45    \$14.40    \$0.00    \$65.00

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
VAC-HAUL TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2016	\$32.44	\$10.91	\$10.89	\$0.00	\$54.24
WAGON DRILL OPERATOR LABORERS - ZONE 2	12/01/2016	\$32.65	\$7.45	\$12.65	\$0.00	\$52.75
For apprentice rates see "Apprentice- LABORER"						
WASTE WATER PUMP OPERATOR OPERATING ENGINEERS LOCAL 4	12/01/2016	\$45.38	\$10.00	\$15.25	\$0.00	\$70.63
	06/01/2017	\$46.38	\$10.00	\$15.25	\$0.00	\$71.63
	12/01/2017	\$47.38	\$10.00	\$15.25	\$0.00	\$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
WATER METER INSTALLER PLUMBERS & GASFITTERS LOCAL 12	09/01/2016	\$51.69	\$11.32	\$15.46	\$0.00	\$78.47
	03/01/2017	\$52.69	\$11.32	\$15.46	\$0.00	\$79.47
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						
<b>Marine Drilling</b>						
BLASTER MARINE DRILLING	10/01/2005	\$27.83	\$3.40	\$4.50	\$0.00	\$35.73
BOAT CAPTAIN MARINE DRILLING	10/01/2005	\$22.97	\$3.40	\$3.90	\$0.00	\$30.27
BOAT MASTER MARINE DRILLING	10/01/2005	\$23.99	\$3.40	\$4.50	\$0.00	\$31.89
CORE DRILLER MARINE DRILLING	10/01/2005	\$21.93	\$3.40	\$3.30	\$0.00	\$28.63
CORE DRILLER HELPER MARINE DRILLING	10/01/2005	\$19.78	\$3.40	\$3.30	\$0.00	\$26.48
DRILLER MARINE DRILLING	10/01/2005	\$27.30	\$3.40	\$4.50	\$0.00	\$35.20
ENGINEER MARINE DRILLING	10/01/2005	\$27.29	\$3.40	\$4.50	\$0.00	\$35.19
HELPER MARINE DRILLING	10/01/2005	\$23.97	\$3.40	\$3.30	\$0.00	\$30.67
MACHINIST MARINE DRILLING	10/01/2005	\$27.03	\$3.40	\$3.90	\$0.00	\$34.33
OILER - MARINE DRILLING MARINE DRILLING	10/01/2005	\$23.97	\$3.40	\$3.30	\$0.00	\$30.67
TUG DECKHAND MARINE DRILLING	10/01/2005	\$19.14	\$3.40	\$3.30	\$0.00	\$25.84
WELDER MARINE DRILLING	10/01/2005	\$27.03	\$3.40	\$3.90	\$0.00	\$34.33
<b>Op Eng Marine (Dredging Work)</b>						
BOAT OPERATOR OPERATING ENGINEERS - MARINE DIVISION	10/01/2011	\$25.29	\$5.20	\$2.95	\$0.00	\$33.44
CERTIFIED WELDER OPERATING ENGINEERS - MARINE DIVISION	10/01/2011	\$26.84	\$5.20	\$3.25	\$0.00	\$35.29
CHIEF WELDER/ CHIEF MATE OPERATING ENGINEERS - MARINE DIVISION	10/01/2011	\$28.49	\$5.20	\$3.25	\$0.00	\$36.94
DERRICK / SPIDER / SPILLBARGE OPERATOR OPERATING ENGINEERS - MARINE DIVISION	10/01/2011	\$28.49	\$5.20	\$3.25	\$0.00	\$36.94
DRAG BARGE OPERATOR / WELDER / MATE OPERATING ENGINEERS - MARINE DIVISION	10/01/2011	\$26.14	\$5.20	\$2.95	\$0.00	\$34.29
ENGINEER / ELECTRICIAN OPERATING ENGINEERS - MARINE DIVISION	10/01/2011	\$28.49	\$5.20	\$3.25	\$0.00	\$36.94

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LICENSED BOAT OPERATOR OPERATING ENGINEERS - MARINE DIVISION	10/01/2011	\$28.49	\$5.20	\$3.25	\$0.00	\$36.94
LICENSED TUG OPERATOR OVER 1000HP OPERATING ENGINEERS - MARINE DIVISION	10/01/2011	\$32.89	\$5.20	\$3.25	\$0.00	\$41.34
MAINTENANCE ENGINEER OPERATING ENGINEERS - MARINE DIVISION	10/01/2011	\$28.49	\$5.20	\$3.25	\$0.00	\$36.94
OILER - MARINE DIVISION OPERATING ENGINEERS - MARINE DIVISION	10/01/2011	\$21.09	\$5.20	\$2.65	\$0.00	\$28.94
OPERATOR / LEVERMAN OPERATING ENGINEERS - MARINE DIVISION	10/01/2011	\$32.89	\$5.20	\$3.25	\$0.00	\$41.34
RODMAN / SCOWMAN OPERATING ENGINEERS - MARINE DIVISION	10/01/2011	\$21.09	\$5.20	\$2.65	\$0.00	\$28.94
SHOREMAN / DECKHAND OPERATING ENGINEERS - MARINE DIVISION	10/01/2011	\$21.09	\$5.20	\$2.65	\$0.00	\$28.94
<b>Outside Electrical - East</b>						
CABLE TECHNICIAN (Power Zone) OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	08/28/2016	\$26.61	\$7.50	\$1.80	\$0.00	\$35.91
	09/03/2017	\$27.14	\$7.75	\$1.81	\$0.00	\$36.70
For apprentice rates see "Apprentice- LINEMAN"						
CABLEMAN (Underground Ducts & Cables) OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	08/28/2016	\$37.70	\$7.50	\$8.87	\$0.00	\$54.07
	09/03/2017	\$38.45	\$7.75	\$9.53	\$0.00	\$55.73
For apprentice rates see "Apprentice- LINEMAN"						
DRIVER / GROUNDMAN CDL OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	08/28/2016	\$31.05	\$7.50	\$8.89	\$0.00	\$47.44
	09/03/2017	\$31.66	\$7.75	\$9.44	\$0.00	\$48.85
For apprentice rates see "Apprentice- LINEMAN"						
DRIVER / GROUNDMAN -Inexperienced (<2000 Hrs) OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	08/28/2016	\$24.39	\$7.50	\$1.73	\$0.00	\$33.62
	09/03/2017	\$24.88	\$7.75	\$1.75	\$0.00	\$34.38
For apprentice rates see "Apprentice- LINEMAN"						
EQUIPMENT OPERATOR (Class A CDL) OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	08/28/2016	\$37.70	\$7.50	\$12.95	\$0.00	\$58.15
	09/03/2017	\$38.45	\$7.75	\$13.61	\$0.00	\$59.81
For apprentice rates see "Apprentice- LINEMAN"						
EQUIPMENT OPERATOR (Class B CDL) OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	08/28/2016	\$33.26	\$7.50	\$9.63	\$0.00	\$50.39
	09/03/2017	\$33.92	\$7.75	\$10.21	\$0.00	\$51.88
For apprentice rates see "Apprentice- LINEMAN"						
GROUNDMAN OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	08/28/2016	\$24.39	\$7.50	\$1.73	\$0.00	\$33.62
	09/03/2017	\$24.88	\$7.75	\$1.75	\$0.00	\$34.38
For apprentice rates see "Apprentice- LINEMAN"						
GROUNDMAN -Inexperienced (<2000 Hrs.) OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	08/28/2016	\$19.96	\$7.50	\$1.60	\$0.00	\$29.06
	09/03/2017	\$20.35	\$7.75	\$1.61	\$0.00	\$29.71
For apprentice rates see "Apprentice- LINEMAN"						
JOURNEYMAN LINEMAN OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	08/28/2016	\$44.35	\$7.50	\$15.83	\$0.00	\$67.68
	09/03/2017	\$45.23	\$7.75	\$16.61	\$0.00	\$69.59

Classification

		Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
<b>Apprentice - LINEMAN (Outside Electrical) - East Local 104</b>							
<b>Effective Date - 08/28/2016</b>							
Step	percent	Apprentice Base Wage		Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$26.61		\$7.50	\$3.30	\$0.00	\$37.41
2	65	\$28.83		\$7.50	\$3.36	\$0.00	\$39.69
3	70	\$31.05		\$7.50	\$3.43	\$0.00	\$41.98
4	75	\$33.26		\$7.50	\$5.00	\$0.00	\$45.76
5	80	\$35.48		\$7.50	\$5.06	\$0.00	\$48.04
6	85	\$37.70		\$7.50	\$5.13	\$0.00	\$50.33
7	90	\$39.92		\$7.50	\$7.20	\$0.00	\$54.62

<b>Effective Date - 09/03/2017</b>							
Step	percent	Apprentice Base Wage		Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$27.14		\$7.75	\$3.31	\$0.00	\$38.20
2	65	\$29.40		\$7.75	\$3.38	\$0.00	\$40.53
3	70	\$31.66		\$7.75	\$3.45	\$0.00	\$42.86
4	75	\$33.92		\$7.75	\$5.02	\$0.00	\$46.69
5	80	\$36.18		\$7.75	\$5.09	\$0.00	\$49.02
6	85	\$38.45		\$7.75	\$5.15	\$0.00	\$51.35
7	90	\$40.71		\$7.75	\$7.22	\$0.00	\$55.68

Notes:

Apprentice to Journeyworker Ratio:1:2

TELEDATA CABLE SPLICER OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	01/01/2016	\$28.98	\$4.25	\$3.12	\$0.00	\$36.35
TELEDATA LINEMAN/EQUIPMENT OPERATOR OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	01/01/2016	\$27.31	\$4.25	\$3.07	\$0.00	\$34.63
TELEDATA WIREMAN/INSTALLER/TECHNICIAN OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	01/01/2016	\$27.31	\$4.25	\$3.07	\$0.00	\$34.63
TREE TRIMMER OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	01/31/2016	\$18.51	\$3.55	\$0.00	\$0.00	\$22.06
This classification applies only to tree work done: (a) for a utility company, R.E.A. cooperative, or railroad or coal mining company, and (b) for the purpose of operating, maintaining, or repairing the utility company's equipment, and (c) by a person who is using hand or mechanical cutting methods and is not on the ground. This classification does not apply to wholesale tree removal.						
TREE TRIMMER GROUNDMAN OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	01/31/2016	\$16.32	\$3.55	\$0.00	\$0.00	\$19.87
This classification applies only to tree work done: (a) for a utility company, R.E.A. cooperative, or railroad or coal mining company, and (b) for the purpose of operating, maintaining, or repairing the utility company's equipment, and (c) by a person who is using hand or mechanical cutting methods and is on the ground. This classification does not apply to wholesale tree removal.						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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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.

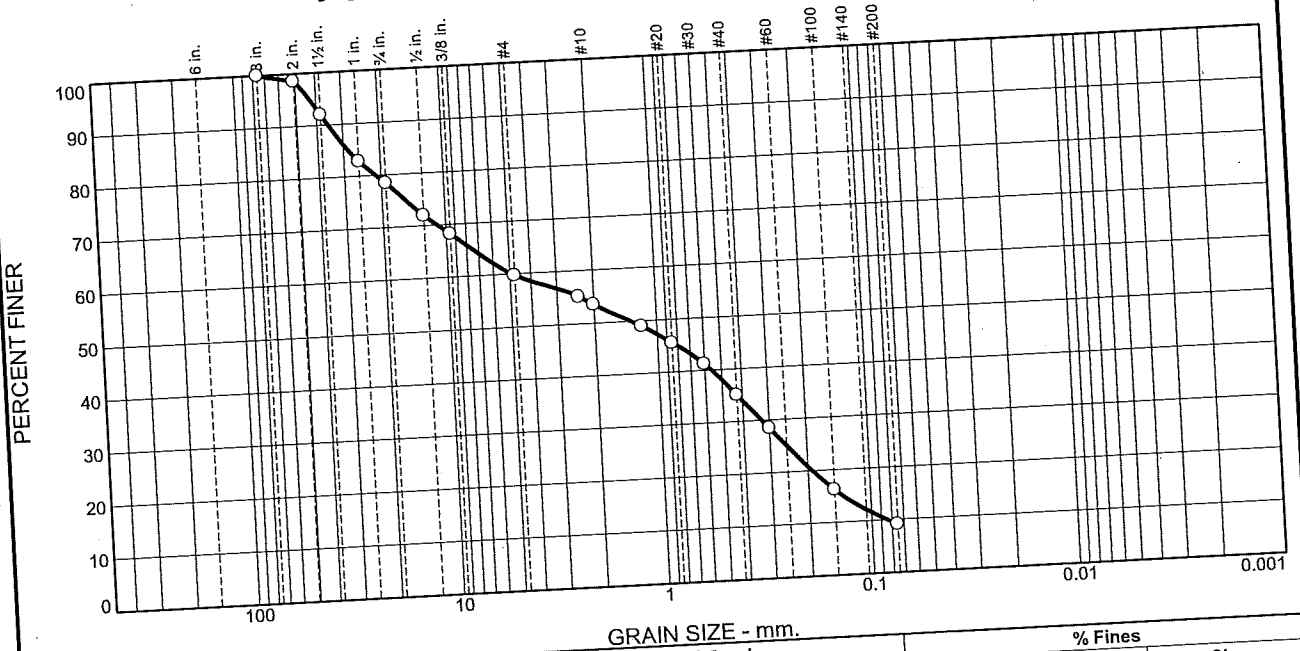
All apprentices must be registered with the Division of Apprenticeship Training in accordance with M.G.L. c. 23, ss. 11E-11L.

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.

# Particle Size Distribution Report



% Cobbles	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	21.5	18.7	6.3	18.4	26.0	9.1	

Test Results (ASTM D422 & ASTM D1140)			
Opening Size	Percent Finer	Spec.* (Percent)	Pass? (X=Fail)
3"	100.0		
2"	98.6		
1 1/2"	92.0		
1"	82.8		
3/4"	78.5		
1/2"	72.0		
3/8"	68.3		
#4	59.8		
#8	55.2		
#10	53.5		
#16	49.0		
#20	45.6		
#30	41.3		
#40	35.1		
#50	28.5		
#100	16.2		
#200	9.1		

\* (no specification provided)

## Material Description

Light gray sand with silt and gravel

## Atterberg Limits (ASTM D 4318)

PL=

LL=

PI=

## Classification

AASHTO (M 145)=

USCS (D 2487)=

## Coefficients

D<sub>90</sub>= 35.1885  
D<sub>50</sub>= 1.3197  
D<sub>10</sub>= 0.0835

D<sub>85</sub>= 28.4430  
D<sub>30</sub>= 0.3249  
C<sub>u</sub>= 58.38

D<sub>60</sub>= 4.8729  
D<sub>15</sub>= 0.1370  
C<sub>c</sub>= 0.26

Remarks

3" Minus mix

Date Received: 7/1/16

Date Tested: 7/5/16

Tested By: Eric Tavares

Checked By: Darlene Daniels

Title: Lab Manager

Date Sampled: 7/1/16

Location: Under bridge  
Sample Number: 3516-410



Client: GPI

Project: Natick Bridge Charles River coring- Natick, MA

Project No: 16-35-026

Figure 410

2/10/2017

Pleasant Street Bridge - - bleblanc@natickma.org - Town of Natick Mail

This document has  
modification. This  
Controlling Law.

AC

AMERICAN COUNCIL

**Town of Natick, Massachusetts**

Bid: Rehabilitation of Pleasant Street Bridge over the Charles River (BRIDGE NO. N-03-016(24R))

**ADDENDUM NO. 1**

**TO:** Prospective Bidders

**PROJECT:** Bid/ Rehabilitation of the Pleasant Street Bridge over the Charles River Project

**FROM:** Bryan R. Le Blanc  
Procurement Officer  
Natick Public Works  
75 West Street  
Natick, MA 01760  
(508) 647-6438

**DATE:** February 1, 2017

---

Please also acknowledge via return correspondence upon receipt.

This addendum consists of one (1) page. The Town responds to all questions that have been submitted prior to the deadline for receipt thereof as follows:

1. *We do not see the Wetland Restoration Area indicated on the project plans. Please define the location and limits of the Restoration Area as described under Item 755.1 of the project specifications.*

Item 755.1 is to be used to restore the area of temporary wetlands alteration to be affected by construction as noted on the Dewatering Plan detail on Sheet 16 ("40 SF TEMP ALTERATION TO BVW").

Also, please note the following clarification from the engineer, Greenman-Pedersen, Inc.:

1. All dewatering, grouting and associated work to the west end of pier 1 and under the southwest retaining wall shall be completed prior to any other work to be performed under this Contract.

No other amendments/questions/alterations have been made to the IFB as originally issued.

**Town of Natick, Massachusetts**

Bid: Rehabilitation of Pleasant Street Bridge over the Charles River (BRIDGE NO. N-03-016(24R))

**ADDENDUM NO. 2**

**TO:** Prospective Bidders

**PROJECT:** Bid/ Rehabilitation of the Pleasant Street Bridge over the Charles River Project

**FROM:** Bryan R. Le Blanc  
Procurement Officer  
Natick Public Works  
75 West Street  
Natick, MA 01760  
(508) 647-6438

**DATE:** February 6, 2017

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Please also acknowledge via return correspondence upon receipt.

This addendum consists of four (4) pages. The Town responds to all questions that have been submitted prior to the deadline for receipt thereof as follows:

- 1. For the grout injection, sheet 25 of 31 shows a partial plan and section of the arch underside. Is it the intent to only inject a portion of the arch adjacent to Pier 1 in addition to the grouting shown at the base of Pier 1? Can you provide the limits of the anticipated arch underside grouting (length and height) as the cost for that portion of the grouting varies greatly from the base grouting.*

The arch grouting is required only to the limits shown on the "Elevation of North Face of Pier 1 detail". Basically, there is a cracked and settled stone at the end of the pier that needs to be strengthened. The 8-foot wide by 4-foot high area is adequate to reinforce this stone. Although there are plenty of cracked stones throughout the arched, this is the only one that is a potential future structural issue. The partial plan and section were shown for detailing purposes only and not to show the limits off the grouting.

The grouting for the arch and for the wingwall are both vertical grouting, not overhead.

2. *All 3 of the existing water pipes over the bridge are to be exposed for replacement of the insulation. One of the existing 10" water lines is shown to be directly below an existing 4 way - 3" telephone conduit. Is the contractor responsible for protecting the existing telephone conduits during this work? Are the conduits concrete encased?*

It is believed that the telephone conduits over the existing 10-inch water main is concrete encased. It will be the contractor's responsibility to protect the existing telephone conduits while working on the replacement of the water main insulation.

3. *Regarding traffic control it appears all work is to take place using alternating one-way traffic without a detour. Can a detour be used during final roadway grading and paving? Please confirm that traffic will be controlled during work hours using police officers and the contractor will not be required to supply flaggers. Please confirm that both travel lanes are to be opened at the end of each shift. There is no Item 851.1 traffic cones for traffic management in the contract. Is the traffic control for this project to be considered incidental to the items of work?*

At least one lane of traffic will need to be opened to allow for alternating one-way traffic at all times, including during final roadway grading and paving. There is no reasonable detour that can be used during construction that does not involve at least five (5) miles of additional travel.

Traffic will be controlled during work hours by using police officers. The contractor will not be required to supply flaggers.

Both travel lanes are to be opened at the end of each shift.

Traffic cones and other traffic control devices, will be considered incidental to the items of work. The contractor is responsible for supplying all traffic control devices as shown in the Temporary Traffic Management Plans and as required by the Manual on Uniform Traffic Control devices (see p. 01000-6, first paragraph, and p. 01000-11 "No. 19, Safety Controls for Construction Operation" of the bidding documents).

4. *Also, as a follow up to the maintenance of traffic questions (No. 3) it appears it would be difficult to perform the work required in the specifications for Items 254.10 and 373.101 and be able to open the full roadway to traffic at the end of each shift.*

In order to expedite the work, the requirement to backfill to the bottom of the insulation with flowable fill has been eliminated. The Contractor will be required to backfill up to 3 inches from the bottom of the insulation with sand (MassDOT Materials specification M1.04.0) which shall be thoroughly hand-tamped.

In addition, while work is being performed on the re-insulation of the water lines and sewer pipe, the Town will have a representative on-site at all times to insure that the work

is being performed in accordance with the plans, special provisions and Town requirements.

Please also note that the Special Provision Number for Item 373.101 is incorrect, and should be Item 373.10. The item number is correctly shown on the Bid Form.

5. *Will the contractor be responsible for testing of materials such as gravel compaction, concrete testing, etc.?*

The Town will be responsible for the testing of materials.

6. *The specifications state the contractor is responsible for obtaining permits and any cost associated with obtaining them. Could you provide a list of any known permits the contractor will need to obtain for the project.*

The contractor will be required to obtain a street opening permit and a trench permit from the Town. Any fees associated with these permits will be waived by the Town.

7. *Item 655.02 Refurbish Hand Rail specification states all work shall comply with MassDOT Supplemental Specification 961. Will the contractor be required to use a MassDOT approved painting contractor for this work?*

The contractor or subcontractor that will perform the work specified under Item 655.02 is not required to be a MassDOT approved painting contractor. However, as noted in the bidding documents, the contractor or subcontractor is required to provide a minimum of two (2) projects of similar experience. Prior to approval to perform the work, the contractor shall supply the name of the subcontractor and references if requested.

No other questions have been received by the Town.

Also, please note the following latest price adjustment factors for asphalt, gasoline, diesel and cement concrete are to be incorporated into the bid (per the MassDOT website: <http://www.massdot.state.ma.us/highway/DoingBusinessWithUs/Construction/PriceAdjustments.aspx>):

1. Page 01000-19, 42. Monthly Price Adjustment for Hot Mix Asphalt, revise the second paragraph to read:

Base Price

The Base Price of liquid asphalt on the project is \$380.00 per ton and is a fixed price determined at the time of bid by MassDOT using the same method as for the determination of the Period Price detailed below.

2. Page 01000-20, 43. Monthly Price Adjustment For Diesel Fuel and Gasoline, revise the third paragraph to read:

The Base Price of Diesel Fuel is \$2.087 per gallon, and the Base Price of Gasoline is \$1.933 per gallon, and is the price as indicated in MassDOT's website ([www.mhd.state.ma.us](http://www.mhd.state.ma.us)) for the month in which the contract was bid, which includes State Tax.

3. Page 01000-21, 44. Monthly Price Adjustment For Portland Cement Concrete Mixture, revise the third paragraph to read:

The Base Price of Portland cement on the project is \$121.80 and is a fixed price determined at the time of bid by MassDOT by using the same method as for the determination of the Period Price (see below).

2/10/2017

Addendum 2 Pleasant Street Bridge Open with

Bid: Rehabi  
016(24R))

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**Town of Natick, Massachusetts**

Bid: Rehabilitation of Pleasant Street Bridge over the Charles River (BRIDGE NO. N-03-016(24R))

**ADDENDUM NO. 2**

**TO:** Prospective Bidders

**PROJECT:** Bid/ Rehabilitation of the Pleasant Street Bridge over the Charles River Project

**FROM:** Bryan R. Le Blanc  
Procurement Officer  
Natick Public Works  
75 West Street  
Natick, MA 01760  
(508) 647-6438

**DATE:** February 6, 2017

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Please also acknowledge via return correspondence upon receipt.

This addendum consists of four (4) pages. The Town responds to all questions that have been submitted prior to the deadline for receipt thereof as follows:

- 1. For the grout injection, sheet 25 of 31 shows a partial plan and section of the arch underside. Is it the intent to only inject a portion of the arch adjacent to Pier 1 in addition to the grouting shown at the base of Pier 1? Can you provide the limits of the anticipated arch underside grouting (length and height) as the cost for that portion of the grouting varies greatly from the base grouting.*

The arch grouting is required only to the limits shown on the "Elevation of North Face of Pier 1 detail". Basically, there is a cracked and settled stone at the end of the pier that needs to be strengthened. The 8-foot wide by 4-foot high area is adequate to reinforce this stone. Although there are plenty of cracked stones throughout the arched, this is the only one that is a potential future structural issue. The partial plan and section were shown for detailing purposes only and not to show the limits off the grouting.

The grouting for the arch and for the wingwall are both vertical grouting, not overhead.

2. All 3 of the existing water pipes over the bridge are to be exposed for replacement of the insulation. One of the existing 10" water lines is shown to be directly below an existing 4 way - 3" telephone conduit. Is the contractor responsible for protecting the existing telephone conduits during this work? Are the conduits concrete encased?

It is believed that the telephone conduits over the existing 10-inch water main is concrete encased. It will be the contractor's responsibility to protect the existing telephone conduits while working on the replacement of the water main insulation.

3. Regarding traffic control it appears all work is to take place using alternating one-way traffic without a detour. Can a detour be used during final roadway grading and paving? Please confirm that traffic will be controlled during work hours using police officers and the contractor will not be required to supply flaggers. Please confirm that both travel lanes are to be opened at the end of each shift. There is no Item 851.1 traffic cones for traffic management in the contract. Is the traffic control for this project to be considered incidental to the items of work?

At least one lane of traffic will need to be opened to allow for alternating one-way traffic at all times, including during final roadway grading and paving. There is no reasonable detour that can be used during construction that does not involve at least five (5) miles of additional travel.

Traffic will be controlled during work hours by using police officers. The contractor will not be required to supply flaggers.

Both travel lanes are to be opened at the end of each shift.

Traffic cones and other traffic control devices, will be considered incidental to the items of work. The contractor is responsible for supplying all traffic control devices as shown in the Temporary Traffic Management Plans and as required by the Manual on Uniform Traffic Control devices (see p. 01000-6, first paragraph, and p. 01000-11 "No. 19, Safety Controls for Construction Operation" of the bidding documents).

4. Also, as a follow up to the maintenance of traffic questions (No. 3) it appears it would be difficult to perform the work required in the specifications for Items 254.10 and 373.101 and be able to open the full roadway to traffic at the end of each shift.

In order to expedite the work, the requirement to backfill to the bottom of the insulation with flowable fill has been eliminated. The Contractor will be required to backfill up to 3 inches from the bottom of the insulation with sand (MassDOT Materials specification M1.04.0) which shall be thoroughly hand-tamped.

In addition, while work is being performed on the re-insulation of the water lines and sewer pipe, the Town will have a representative on-site at all times to insure that the work

is being performed in accordance with the plans, special provisions and Town requirements.

Please also note that the Special Provision Number for Item 373.101 is incorrect, and should be Item 373.10. The item number is correctly shown on the Bid Form.

5. *Will the contractor be responsible for testing of materials such as gravel compaction, concrete testing, etc.?*

The Town will be responsible for the testing of materials.

6. *The specifications state the contractor is responsible for obtaining permits and any cost associated with obtaining them. Could you provide a list of any known permits the contractor will need to obtain for the project.*

The contractor will be required to obtain a street opening permit and a trench permit from the Town. Any fees associated with these permits will be waived by the Town.

7. *Item 655.02 Refurbish Hand Rail specification states all work shall comply with MassDOT Supplemental Specification 961. Will the contractor be required to use a MassDOT approved painting contractor for this work?*

The contractor or subcontractor that will perform the work specified under Item 655.02 is not required to be a MassDOT approved painting contractor. However, as noted in the bidding documents, the contractor or subcontractor is required to provide a minimum of two (2) projects of similar experience. Prior to approval to perform the work, the contractor shall supply the name of the subcontractor and references if requested.

No other questions have been received by the Town.

Also, please note the following latest price adjustment factors for asphalt, gasoline, diesel and cement concrete are to be incorporated into the bid (per the MassDOT website:

<http://www.massdot.state.ma.us/highway/DoingBusinessWithUs/Construction/PriceAdjustments.aspx>):

1. Page 01000-19, 42. Monthly Price Adjustment for Hot Mix Asphalt, revise the second paragraph to read:

Base Price

The Base Price of liquid asphalt on the project is \$380.00 per ton and is a fixed price determined at the time of bid by MassDOT using the same method as for the determination of the Period Price detailed below.

2. Page 01000-20, 43. Monthly Price Adjustment For Diesel Fuel and Gasoline, revise the third paragraph to read:

The Base Price of Diesel Fuel is \$2.087 per gallon, and the Base Price of Gasoline is \$1.933 per gallon, and is the price as indicated in MassDOT's website ([www.mhd.state.ma.us](http://www.mhd.state.ma.us)) for the month in which the contract was bid, which includes State Tax.

3. Page 01000-21, 44. Monthly Price Adjustment For Portland Cement Concrete Mixture, revise the third paragraph to read:

The Base Price of Portland cement on the project is \$121.80 and is a fixed price determined at the time of bid by MassDOT by using the same method as for the determination of the Period Price (see below).

**Town of Natick, Massachusetts**

Bid: Rehabilitation of Pleasant Street Bridge over the Charles River (BRIDGE NO. N-03-016(24R))

**ADDENDUM NO. 1**

**TO:** Prospective Bidders

**PROJECT:** Bid/ Rehabilitation of the Pleasant Street Bridge over the Charles River Project

**FROM:** Bryan R. Le Blanc  
Procurement Officer  
Natick Public Works  
75 West Street  
Natick, MA 01760  
(508) 647-6438

**DATE:** February 1, 2017

---

Please also acknowledge via return correspondence upon receipt.

This addendum consists of one (1) page. The Town responds to all questions that have been submitted prior to the deadline for receipt thereof as follows:

1. *We do not see the Wetland Restoration Area indicated on the project plans. Please define the location and limits of the Restoration Area as described under Item 755.1 of the project specifications.*

Item 755.1 is to be used to restore the area of temporary wetlands alteration to be affected by construction as noted on the Dewatering Plan detail on Sheet 16 ("40 SF TEMP ALTERATION TO BVW").

Also, please note the following clarification from the engineer, Greenman-Pedersen, Inc.:

1. All dewatering, grouting and associated work to the west end of pier 1 and under the southwest retaining wall shall be completed prior to any other work to be performed under this Contract.

No other amendments/questions/alterations have been made to the IFB as originally issued.

## SECTION 00300

BID FORM

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 ventures, 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 that said Work will be substantially complete within one hundred and twenty (120) consecutive calendar days thereafter and final completion shall be within one hundred and fifty (150) consecutive calendar days after Contract start date.

Bidder further agrees to pay as liquidated damages the sum of Four Hundred Dollars (\$400.00) for each consecutive calendar day that expires after the date of substantial completion and/or the date of final completion, 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 acknowledges receipt of Addenda:

#1 2/1/17 #2 2 <sup>2/6/17</sup> #3 \_\_\_\_\_

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

**BID**

## Instructions:

- (1) Insert Unit Price (numeric amount in dollars and cents) under "Unit Price" for each Item.
- (2) Multiply the Estimated Quantity by the Unit Price and insert the product for "Total Amount" for each Item.
- (3) Add all products in the Total Price Column and insert the sum for the "TOTAL BID PRICE FOR BID COMPARISON" (p. 00300-6) in numeric value and words.

Item No.	Estimated Quantity	Unit	Description	(1) Unit Price	(2) Total Price
102.51	3	Each	Individual Tree Protection	\$500.00	\$1500.00
120.1	360	Cubic Yard	Unclassified Excavation	\$45.00	\$16200.00
129.	750	Square Yard	Pavement Milling	\$10.00	\$7500.00
151.	260	Cubic Yard	Gravel Borrow	\$50.00	\$13000.00
156.	40	Ton	Crushed Stone	\$25.00	\$1000.00
170.	1,950	Square Yard	Fine Grading And Compacting	\$3.50	\$6825.00
201.5	2	Each	Catch Basin - Municipal Standard	\$2500.00	\$5000.00
202.01	1	Each	Manhole - Municipal Standard	\$2950.00	\$2950.00
220.	5	Each	Drainage Structure Adjusted	\$225.00	\$1125.00
220.2	5	Feet	Drainage Structure Re-built (contingency)	\$225.00	\$1125.00
220.6	5	Feet	Sanitary Structure Re-built (contingency)	\$225.00	\$1125.00
220.7	3	Each	Sanitary Structure Adjusted	\$230.00	\$690.00
222.3	13	Each	Frame And Grate (Or Cover) Municipal Standard	\$625.00	\$8125.00

Item No.	Estimated Quantity	Unit	Description	(1) Unit Price	(2) Total Price
223.2	10	Each	Frame And Grate (Or Cover) Removed And Discarded	\$ 100.00	\$ 1000.00
224.12	7	Each	12 Inch Hood	\$ 450.00	\$ 3150.00
227.3	4	Cubic Yard	Removal Of Drainage Structure Sediment	\$ 300.00	\$ 1200.00
227.31	35	Foot	Removal Of Drainage Pipe Sediment (contingency)	\$ 20.00	\$ 700.00
241.12	30	Foot	12 Inch Reinforced Concrete Pipe	\$ 125.00	\$ 3750.00
254.10	125	Foot	10 Inch Sewer Pipe Insulation	\$ 125.00	\$ 15 625.00
269.06	375	Foot	6 Inch Slot-Perforated Corrugated Plastic Pipe (Subdrain)	\$ 30.00	\$ 11250.00
358.	6	Each	Gate Box Adjusted	\$ 180.00	\$ 1080.00
373.10	375	Foot	10 Inch Water Pipe Insulation	\$ 125.00	\$ 46875.00
402.12	5	Cubic Yard	Dense Graded Crushed Stone For Shoulders	\$ 30.00	\$ 150.00
443.	5	MGL	Water For Roadway Dust Control	\$ 10.00	\$ 50.00
451.	20	Ton	HMA For Patching	\$ 200.00	\$ 4000.00
460.	585	Ton	Hot Mix Asphalt	\$ 104.00	\$ 60840.00
472.	125	Ton	Hot Mix Asphalt For Miscellaneous Work	\$ 200.00	\$ 25000.00
504.	500	Foot	Granite Curb Type VA4 - Straight	\$ 45.00	\$ 22500.00
504.1	180	Foot	Granite Curb Type VA4 - Curved	\$ 50.00	\$ 9000.00
509.	85	Foot	Granite Transition Curb For Wheelchair Ramps - Straight	\$ 45.00	\$ 3825.00
509.1	25	Foot	Granite Transition Curb For Wheelchair Ramps - Curved	\$ 50.00	\$ 1250.00
514.2	3	Each	Granite Curb Inlet - Straight - Municipal Standard	\$ 350.00	\$ 1050.00
580.	500	Foot	Curb Removed And Reset	\$ 15.00	\$ 7500.00

Item No.	Estimated Quantity	Unit	Description	(1) Unit Price	(2) Total Price
594.	200	Foot	Curb Removed and Discarded	\$ 6.00	\$ 1200.00
619.	130	Foot	Steel Backed Timber Guardrail - Type A	\$ 200.00	\$ 26000.00
645.142	130	Foot	42 Inch Chain Link Fence (PTR) Vinyl Coated (Line Post Opt.)	\$ 65.00	\$ 8450.00
652.042	2	Each	42 Inch Chain Link Fence End Post	\$ 200.00	\$ 400.00
655.2	1	Lump Sum	Refurbish Hand Rail	\$ 50,000.00	\$ 50,000.00
669.1	105	Foot	Fence Removed and Discarded	\$ 7.00	\$ 735.00
685.3	1	Lump Sum	Stone Masonry Wall Repairs	\$ 25,000.00	\$ 25,000.00
697.1	9	Each	Silt Sack	\$ 200.00	\$ 1800.00
699.1	1	Lump Sum	Soil Hardener	\$ 10,000.00	\$ 10,000.00
701.	100	Square Yard	Cement Concrete Sidewalk	\$ 60.00	\$ 6000.00
701.01	15	Square Yard	Cement Concrete Sidewalk (Exposed Aggregate Concrete)	\$ 80.00	\$ 1200.00
701.1	11	Square Yard	Cement Concrete Sidewalk At Driveways	\$ 70.00	\$ 770.00
701.2	9	Square Yard	Cement Concrete Wheelchair Ramp	\$ 80.00	\$ 720.00
701.21	8	Square Yard	Cement Concrete Wheelchair Ramp (Exposed Aggregate Concrete)	\$ 90.00	\$ 720.00
702.	3	Ton	Hot Mix Asphalt Walk Surface	\$ 150.00	\$ 450.00
703.	5	Ton	Hot Mix Asphalt Driveway	\$ 150.00	\$ 750.00
705.1	5	Square Yard	Flagstone Walk Removed and Reset	\$ 300.00	\$ 1500.00
707.	1	Lump Sum	Staircase Modifications	\$ 3500.00	\$ 3500.00

Item No.	Estimated Quantity	Unit	Description	(1) Unit Price	(2) Total Price
748.	1	Lump Sum	Mobilization	\$17,000.00	\$17,000.00
751.	20	Cubic Yard	Loam Borrow	\$50.00	\$1,000.00
755.1	1	Lump Sum	Wetland Restoration Area	\$6,000.00	\$6,000.00
765.	140	Square Yard	Seeding	\$2.00	\$280.00
767.12	325	Foot	Compost Filter Tubes	\$10.00	\$3,250.00
767.6	2	Cubic Yard	Aged Pine Bark Mulch	\$50.00	\$100.00
832.	50	Square Foot	Warning-Regulatory And Route Marker - Alum. Panel (Type A)	\$12.00	\$600.00
833.5	5	Each	Demountable Reflectorized Delineator - Guard Rail	\$20.00	\$100.00
833.7	2	Each	Delineator For Guard Rail Termini	\$50.00	\$100.00
847.1	8	Each	Sign Sup (N/Guide)+Rte Mkr W/1 Brkway Post Assembly - Steel	\$100.00	\$800.00
852.	250	Square Foot	Safety Signing For Traffic Management	\$7.00	\$1,750.00
854.1	50	Square Foot	Pavement Marking Removal - Paint	\$2.00	\$100.00
856.12	320	Day	Portable Changeable Message Sign	\$20.00	\$6,400.00
859.	2,100	Day	Reflectorized Drum	\$ .24	\$504.00
860.106	1,200	Foot	6 Inch Reflectorized White Line (Painted)	\$ .50	\$600.00
860.112	500	Foot	12 Inch Reflectorized White Line (Painted)	\$1.50	\$750.00
861.106	1,110	Foot	6 Inch Reflectorized Yellow Line (Painted)	\$ .50	\$555.00

Town of Natick, MA

Pleasant Street Bridge over Charles River

Bridge No. N-03-016

Item No.	Estimated Quantity	Unit	Description	(1) Unit Price	(2) Total Price
874.	1	Each	Street Name Sign	\$80.00	\$ 80.00
874.41	8	Each	Traffic Sign Removed And Discarded	\$20.00	\$ 160.00
899.	800	Hour	Police Detail (Allowance)	\$50.00	\$40,000.00
901.	15	Cubic Yard	4000 PSI, 1.5 In., 565 Cement Concrete	\$800.00	\$12,000.00
908.01	120	Cubic Foot	Injected Masonry Grout Fill - Scour Walls	\$510.00	\$61,200.00
991.1	1	Lump Sum	Control of Water - Structure No. N-03-016 (24R)	\$11,000.00	\$11,000.00

In the event of a discrepancy between a Unit Price and Total Price, the Unit Price shall control.

TOTAL BID PRICE FOR BID COMPARISON<sup>(3)</sup> = \$ 589,484.00

*Five Hundred Eighty Nine Thousand Four Hundred Eighty Four Dollars*  
(Total Bid Price in Words)

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.

Town of Natick, MA

Pleasant Street Bridge over Charles River

Bridge No. N-03-016

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

1. Description of Project see attached  
(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.)

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Town of Natick, MA

Pleasant Street Bridge over Charles River

Bridge No. N-03-016

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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 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.

WORK EXPERIENCE					CONTACT AND PHONE	
OWNER	PROJECT	COMP DT	AMT			
MassDOT	INTERSECTION IMPROVEMENTS BROCKTON	5/30/2012	976,890.00		CHRIS SERA	508 824-6633
CITY OF QUINCY	ROAD IMPROVEMENTS VARIOUS STREETS	5/30/2012	\$1,497,988.00		JOE GUERINO	617 376-1904
TOWN OF NATICK	ROADWAY IMPROVEMENTS VARIOUS STREETS	6/30/2012	\$866,937.00		MARK COVIELLO	508 245-2535
TOWN OF BELLINGHAM	ROADWAY IMP BLACKSTONE ST, FARIWAY DR	8/31/2012	\$624,666.00		DAN DRAKE	508 962-4128
MassDOT	ROADWAY IMP RECONSTRUCTION	11/7/2012	\$338,894.00		BRYAN LEWIS	774-292-2084
CITY OF BOSTON	MEDIAN BARRIER RECONSTRUCTION & REPAIR	11/30/2012	\$3,648,518.00		DAVID MALLEN	617 635-4963
TOWN OF FRAMINGHAM	2012 ROADWAY RESTORATION	11/30/2012	\$2,195,085.00		DAN NAU	508 532-6032
BOSTON WATER & SEW	ROADWAY RECONSTRUCTION	11/30/2012	\$3,939,742.00		IRENE MC SWEENEY	617 979-7000
TOWN OF FRAMINGHAM	RESURFACING VARIOUS LOCATIONS	11/15/2013	\$1,300,000.00		JERRY RAY	603 856-3162
TOWN OF FRAMINGHAM	ARTHUR ST / CHOUTEAU ST RECONSTRUCTION	12/15/2013	\$1,500,000.00		JOE GUERINO	617 376-1904
CITY OF QUINCY	VARIOUS ROADWAY IMPROVEMENTS	5/20/2014	\$43,049.00		JIM DEBARROS	781 858-7378
TOWN OF SCITUATE	PERMANENT TRENCH PATCH REPAIRS	6/18/2014	\$8,739,463.00		KATIE CHOE	617 635-4963
CITY OF BOSTON	MAJOR RDWY RESTORATION & REPAIR	6/18/2014	\$4,383,178.00		KATIE CHOE	617 635-4963
CITY OF BOSTON	UTILITY REPAIR IN ALL AREAS BOSTON	6/1/2014	\$1,200,000.00		TAM NGUYEN	508 532-6040
TOWN OF FRAMINGHAM	ARTHUR ST & CHOUTEAU AVE RDWY RECON	8/6/2014	\$1,073,053.00		KATIE CHOE	617 635-4963
CITY OF BOSTON	ASPHALT RESURFACING IN AREA II	9/5/2014	\$173,748.00		DAVID FIELD	508 230-0800
TOWN OF EASTON	ROADWAY PATCHING 2014	9/19/2014	\$146,806.00		JIM STIGLIANI	781 925-0900
TOWN OF HULL	PERMANENT TRENCH PATCH REPAIRS	9/23/2014	\$1,041,970.00		WILLIAM CHENARD	508 647-6550
TOWN OF NATICK	ROADWAY IMPROVEMENTS VARIOUS STREET	11/14/2014	\$309,442.00		DON DIMARTINO	508 966-5816
TOWN OF BRAINTREE	ISOLATED SURFACE COURSE MILLING & PAVING	11/21/2014	\$117,000.00		BOB CAMPBELL	781 794-8012
TOWN OF NEEDHAM	PERMANENT TRENCH PATCH REPAIRS	11/1/2014	\$782,000.00		STEVE NEADEAU	781 455-7550
BOSTON WATER & SEW	PERMANENT STREET EXCAVATION REPAIR	12/17/2014	\$735,360.00		STEVE CALLAHAN	617 989-7438
CITY OF BOSTON	UTILITY REPAIR ALL AREAS	12/31/2014	\$4,940,632.00		KATIE CHOE	617 635-4963
DAMATO CONST CO	FINE GRADE AND PAVE	11/30/2015	\$1,279,000.00		TOM D'AMATO	860 583-3489
TOWN OF FRAMINGHAM	ROADWAY RECONSTRUCTION	12/31/2015	\$335,285.00		DAVID IVANY	508 532-6095
TOWN OF MEDWAY	ASPHALT RESURFACING	4/30/2015	\$1,060,966.68		BOB MC GEE	508 533-3275
TOWN OF WESTWOOD	ROADWAY RESURFACING VARIOUS AREAS	12/31/2015	\$7,474,612.00		TODD KORCHIN	781 326-1037
CITY OF BOSTON	CAPITAL MAJOR RDWY REST CONT 40568	12/31/2015	\$5,447,991.25		KATIE CHOE	617 635-4963
CITY OF BOSTON	UTILITY REPAIR ALL AREAS CONT 40613	8/31/2016	\$436,580.12		KATIE CHOE	617 635-4963
TOWN OF BELLINGHAM	PULASKI BLVD MILL & PAVE	6/30/2016	\$2,790,670.69		DON DIMARTINO	508 966-5816
TOWN OF FRAMINGHAM	CORNBURNVILLE AREA RDWY & SIDWLK IMP	12/31/2016	\$4,643,722.25		TAM NGUYEN	508 532-6040
CITY OF BOSTON	CAPITAL MAJOR RDWY REST CONT 42073				KATIE CHOE	617 635-4963

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. TO BE DETERMINED

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:

GERARD C. LORUSSO

3 BELCHER ST

PLAINVILLE MA 02762

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 2/8 2017

By 

Signature

WILLIAM E. STEARNS III

Printed Name

C.O.O.

Printed Title

By LORUSSO CORPORATION

(Corporation Name)

MA

(State of Incorporation)

(Corporate Seal)

Attest 

(Secretary)

Business Address: 3 BELCHER ST

PLAINVILLE MA 02762

Telephone Number: (508) 695-3252 Email Address: WSTEARNS@LORUSSOCORP.COM

Fax Number: (508) 699-0724



Charles D. Baker, Governor  
Karyn E. Polito, Lieutenant Governor  
Stephanie Pollack, Secretary & CEO  
Thomas J. Tynan, Administrator



LORUSSO CORPORATION  
3 BELCHER STREET  
PLAINVILLE, MA 02762

July 20, 2016

Prequalification Certificate No L053-38

Dear Contractor:

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

Qualified Class of Work	Limit Amount	Qualified Class of Work	Limit Amount
Bridge - Culverts	\$375,000.00	Drainage	\$2,600,000.00
Highway - Bike Paths	\$6,000,000.00	Highway - Construction	\$6,000,000.00
Highway - Sidewalk And Curbing	\$6,000,000.00	Pavement - Milling And Cold Planing	\$1,200,000.00
Pavement - Surfacing	\$9,200,000.00	Sewer and Water	\$2,600,000.00

Bonding Capacity \$90,000,000.00

Bond Single Limit \$40,000,000.00

Expiration Date 7/31/2017

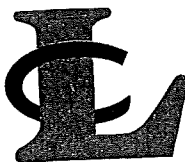
The class(es) of work, Single Contract Limits and Aggregate Bonding Capacity set forth will continue in effect until July 31, 2017 unless previously modified or rescinded in accordance with the Regulations, or by law. In order to be continuously eligible to bid on projects to be undertaken for this Department, your next Prequalification Statement should be submitted at least 30 days prior to expiration of this Certificate. If there are any questions or concerns, contact the Prequalification Department at (857) 368-8660 or email to [prequal.r109@state.ma.us](mailto:prequal.r109@state.ma.us).

Contractors may only obtain an Official Compact Disc (CD) for work in the categories for which they are listed on this certificate. Upon approval, the official bidder shall be entitled to receive an officially numbered compact disc (CD) containing the plans and specifications.

Very truly yours,  
THE PREQUALIFICATION COMMITTEE

By:   
Isidoro DeJesus Perez  
Acting Director of Construction Prequalification

CORPORATE OFFICE  
3 BELCHER STREET  
PLAINVILLE, MA 02762  
(508) 695-3252  
FAX (508) 699-2387  
WWW.LORUSSOCORP.COM



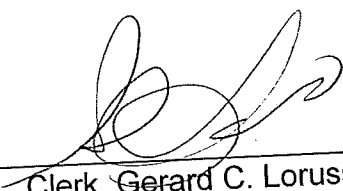
**LORUSSO CORP.**

PLAINVILLE • NORWOOD • ATTLEBORO

BITUMINOUS CONCRETE  
CRUSHED STONE  
SAND & GRAVEL  
RECYCLED AGGREGATES  
SCREENED LOAM  
PAVING & CONSTRUCTION

At a regularly called meeting of the Board of Directors of the Lorusso Corporation held on January 4, 2017 at which a quorum was present, it was voted, that William E. Stearns III, Chief Operating Officer of this company, be and he hereby is authorized to execute contracts and bonds in the name and behalf of said company, and affix its corporate seal thereto; and such execution of any contract or obligation in this company's name on its behalf by such Vice President under seal of this company shall be valid and binding upon this company.

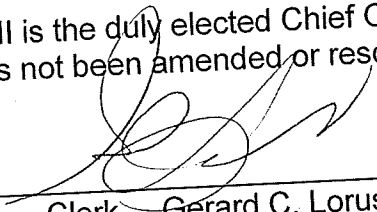
A true copy  
ATTEST:

  
Clerk Gerard C. Lorusso  
Massachusetts Corporation

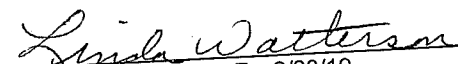
Place of business 3 Belcher Street Plainville, MA 02762

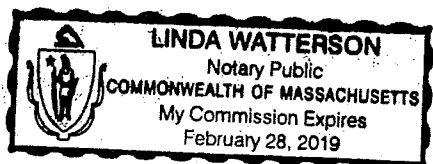
I hereby certify that I am the clerk of the

Lorusso Corporation that William E. Stearns III is the duly elected Chief Operating Officer of said company, and that the above vote has not been amended or rescinded and remains in full force and as of the date.

  
Clerk Gerard C. Lorusso  
Massachusetts Corporation

Then personally appeared the above named and acknowledged the foregoing instrument to be his free act and deed before me.

  
Notary Public Comm. Ex. 2/28/19



Town of Natick, MA

Pleasant Street Bridge over Charles River

Bridge No. N-03-016

### 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

LORUSSO CORPORATION

3 BELCHER ST PLAINVILLE MA 02762

Address of Bidder

By:

W. Stearns III

Signature

WILLIAM E. STEARNS III

Printed Name

C.O.O.

Printed Title

2/8/17

Date

Town of Natick, MA

Pleasant Street Bridge over Charles River

Bridge No. N-03-016

### TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c.62C, Section 49A, the undersigned hereby certifies under penalty of perjury LORUSSO CORP. 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

LORUSSO CORP.

3 BELCHER ST PLAINVILLE MA 02762

Address of Bidder

By:

Western

Signature

William E. STEARNS III

Printed Name

C.O.O.

Printed Title

2/8/17

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

LORUSSO CORP.

3 BELCHER ST PLAINVILLE, MA 02762

Address of Bidder

By:

W. Stearns III  
Signature

William E. STEARNS III

Printed Name

C.O.O.

Printed Title

2/8/17

Date

Town of Natick, MA

Pleasant Street Bridge over Charles River

Bridge No. N-03-016

CERTIFICATE AS TO CORPORATE BIDDER

I, GERARD C. LORUSSO certify that I am the clerk of the corporation named as Bidder in the Bid included herein; that William E. STEVENS III, who signed said Bid on behalf of the Bidder was then C.O.O. 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)

LORUSSO CORP.

Name of Bidder

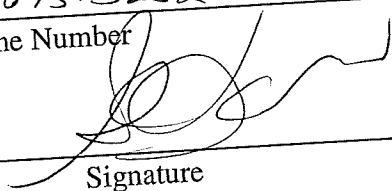
3 BELCHER ST PLAINVILLE MA 02762

Address of Bidder

508 695-3252

Telephone Number

By:

  
Signature

W.H. GERARD C. LORUSSO

Printed Name

clerk

Printed Title

2/8/17

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.

Town of Natick, MA

Pleasant Street Bridge over Charles River

Bridge No. N-03-016

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.

LORUSSO CORP

Name of Bidder

3 BELCHER ST PLAINVILLE MA 0276

Address of Bidder

508 695-3252

Telephone Number

By: W. Stearns III

Signature

William E. STEARNS III

Printed Name

C.O.O.

Printed Title

2/8/17

Date

Town of Natick, MA

Pleasant Street Bridge over Charles River

Bridge No. N-03-016

### 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.

LORUSSO CORP.  
(Company Name)

Western  
(Signature title)

C.O.O.

LORUSSO CORP.  
Name of Bidder

3 BELCHER ST PLAIN  
Address of Bidder

By: Western  
Signature

William E. STEARNS III  
Printed Name

C.O.O.  
Printed Title

2/8/17  
Date

Town of Natick, MA

Pleasant Street Bridge over Charles River

Bridge No. N-03-016

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.

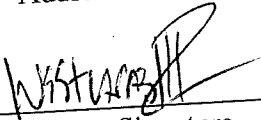
LORUSSO CORP

Name of Bidder

3 BELCHER ST PLAINVILLE MA 02762

Address of Bidder

By:



Signature

William E. STEARNS III

Printed Name

C.O.O.

Printed Title

2/8/17

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.

Town of Natick, MA

Pleasant Street Bridge over Charles River

Bridge No. N-03-016

## 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.

LORUSSO CORP

Name of Bidder

3 BELCHER ST PLAINVILLE MA 02762

Address of Bidder

By: W. Stearns III

Signature

WILLIAM E. STEARNS III

Printed Name

C.O.O.

Printed Title

2/8/17

Date

Town of Natick, MA

Pleasant Street Bridge over Charles River

Bridge No. N-03-016

## 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.

LORUSSO CORP.

Name of Bidder

3 BELCHER ST PLAINVILLE MA 02762

Address of Bidder

By: W. Stearns III

Signature

William E. STEARNS III

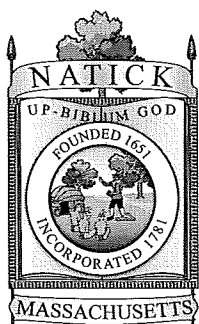
Printed Name

C.O.O.

Printed Title

2/8/17

Date



## TOWN OF NATICK MASSACHUSETTS

**TO:** Natick Board of Selectmen  
Martha White, Town Administrator  
William Chenard, Deputy Town Administrator – Operations  
James Errickson, Director, Community Development  
Ted Fields, Town Planner

**FROM:** Bryan R. Le Blanc, Procurement Officer

**DATE:** February 13, 2017

**SUBJECT: CONTRACT AWARD**  
**Study – Golden Triangle District**

On Thursday, December 22, 2016, sealed price and non-price proposals were received in response to the Town of Natick's RFP for services related to a development study for the so-called "Golden Triangle District" in both Natick and Framingham. Natick is serving as lead procurement jurisdiction for both Natick and Framingham. Proposals were received from six (6) proposers. (See attached.) Essentially, this is a study of traffic and other factors that will lead to development in both communities.

The most advantageous proposal, taking into account price and all other evaluation criteria, was submitted by Crosby, Schlessinger & Smallridge, LLC (CSS). After reviewing references and background, it has been determined by the Review Committee (comprised of Mr. James Errickson, Director of Community Development, Town of Natick; Mr. Ted Fields, Planner, Town of Natick; Mr. Arthur Robert, Director of Community Development, Town of Framingham; and Ms. Erika Jerram, Deputy Director of Community Development, Town of Framingham) that CSS is a responsible and responsive proposer. It has submitted a price of \$100,000.00 for the main contract work (Phases I and II) and (\$47,500.00) for Phase III. The contract, therefore, would total \$147,500.00.

Following the review process, Mr. Errickson and I, together with Framingham's counterparts, have vetted references satisfactorily. We recommend that the Selectmen award the contract to CSS for the amount of its price proposal for Phases I and II, and for Phase III.

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

Proposals Received:	12/22/16
Newspaper Advertisement:	11/25/16
(MetroWest Daily News)	
Website/Town Hall Posting:	11/18/16
Goods and Services Publication:	11/28/16
COMMBUYS	11/18/16

Funding information: The total each from Framingham and Natick is approximately \$73,499.

Framingham:  
\$50,000 from 00020240-584000  
\$23,499 balance Framingham will provide

Natick:  
\$12,600 from Acct. 00020289 584000  
\$32,465 from Fund 2384  
\$ 2,000 from Acct. 0118002 521900  
\$26,434 from Acct. 00020290 584511.

Town of Natick

RFP Opening Form

Proposals - Planning Study/Golden Triangle District

Date & Time: Thursday, December 22, 2016, 11:00 A.M. EDST

	Envelope Sealed & Marked	Certificate of Non-Collusion	Tax Compliance Certification	Cert. of Corporate Proposer	Conflict of Interest Certificate	Signature of Proposer & Addenda	Certificate of Insurability	Compliance with MGL 151B	Certificate of Non- Debarment	
Company Name										
Civic Moxie, Brookline, MA	x	x	x	N/A	x	x	x, No umbrella	x	x	Civic Moxie would need to show umbrella coverage to be considered.
Harriman, Boston, MA	x	x	x	x	x	x	x, No CGL, Auto, or	x	x	Harrimann would need to show auto, cgl, and umbrella coverage to be considered.
Stantec, Boston, MA	x	x	x	x	x	x	x	x	x	
ARCADDINC, Newton, MA	x	*	*	*	*	x	*	*	*	ARCADDINC's forms are supposedly in with its price proposal.
CSS, Boston, MA	x	x	x	x	x	x	x	x	x	
McCabe, Boston, MA	x	x	x	N/A	x	x	x, No umbrella	x	x	McCabe would need to show umbrella coverage to be considered.
										Note that for both Civic Moxie and McCabe, which are not corporations, no

CPO Signature:

*[Signature]* 12/22/16

Witness Signature:

*[Signature]* 12/22/16

Town of Natick

Price Form -Golden Triangle District

	Price Phases 1 and 2	Price Phase 2(a)	Price Phase 3								
Company Name											
ARCADDINC, Newton, MA	\$79,500.00	\$38,000.00	\$38,000.00								
Harriman, Boston, MA	\$80,000.00	\$15,000.00	\$20,000.00								
Stantec, Boston, MA	\$95,000.00	\$25,000.00	\$25,000.00								
CivicMoxie, Boston, MA	\$99,800.00	\$12,720.00	\$37,500.00								
CSS, Boston, MA	\$100,000.00	\$35,000.00	\$47,500.00								
McCabe, Boston, MA	\$100,000.00	\$43,525.00	\$31,000.00								

CPO Signature:

Witness Signature:

*Buy at the Blue* 2/3/17



# FRAMINGHAM & NATICK COMMUNITY & ECONOMIC DEVELOPMENT

150 CONCORD STREET • MEMORIAL BUILDING • ROOM B-2, FRAMINGHAM, MA 01702-8325 • T: 508.532.5455  
NATICK TOWN HALL • 2ND FLOOR • 13 EAST CENTRAL STREET, NATICK MA, 01760 • T: 508-647-6450

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## MEMORANDUM

To: Bryan LeBlanc, Chief Procurement Officer, Town of Natick

From: Erika Oliver Jerram, Deputy Director of C&ED for the Town of Framingham  
Ted Fields, Senior Planner for the Town of Natick  
Arthur Robert, Director of C&ED for the Town of Framingham  
James Errickson, Director of C&ED for the Town of Natick

Re: Exit 13/Golden Triangle Study – RFP Evaluations Summary

Date: February 15, 2017

---

On December 22, 2016, non-price proposals were opened. The Towns received six (6) proposals in response to the RFP for a planning, economic development and transportation study for the Exit 13/Golden Triangle Study Area. Our evaluation team consisted of four (4) members – two (2) from each Town:

- Arthur Robert, Director of C&ED for the Town of Framingham
- Erika Oliver Jerram, Deputy Director of C&ED for the Town of Framingham
- James Errickson, Director of C&ED for the Town of Natick
- Ted Fields, Senior Planner for the Town of Natick

After reviewing all of the written, non-price proposals, we were advised by you to interview all six (6) candidates in order to be in compliance with Chapter 30B procurement regulations. The following is the schedule for the interviews conducted in late January:

January 26, 2017 – 9am: McCabe Enterprises  
January 26, 2017 – 4pm: Harriman  
January 27, 2017 – 9am: CivicMoxie  
January 27, 2017 – 10am: Crosby, Schlesinger, & Smallridge (CSS)  
January 27, 2017 – 2:30pm: ArCADD, Inc. (originally scheduled for 10am Thurs)  
January 30, 2017 – 11am: Stantec

After the interviews, the evaluation team met with you on Friday, February 3<sup>rd</sup> at 10:30am to open price proposals and to establish a final ranking, based upon price and all other non-price, qualitative criteria.



## FRAMINGHAM & NATICK COMMUNITY & ECONOMIC DEVELOPMENT

150 CONCORD STREET ▪ MEMORIAL BUILDING ▪ ROOM B-2, FRAMINGHAM, MA 01702-8325 ▪ T: 508.532.5455  
NATICK TOWN HALL ▪ 2ND FLOOR ▪ 13 EAST CENTRAL STREET, NATICK MA, 01760 ▪ T: 508-647-6450

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The most advantageous proposal, taking into account price and all other non-price criteria, was submitted by CSS. The following establishes a summary of each firm's proposal and overall rating.

### **Crosby, Schlessinger & Smallridge LLC**

*Overall Rating: **Highly Advantageous***

The Study Proposal (non-price proposal) submitted by Crosby, Schlessinger & Smallridge LLC (CSS) indicate that the firm has sufficient resources, skills and expertise to successfully complete the work as specified in the RFP Scope of Work. CSS' innovative Proposal most completely and comprehensively addressed the complex, long-term redevelopment issues surrounding future transportation improvements to the Golden Triangle/ Exit 13 Study Area. CSS also possessed a depth of specifically relevant experience and solid evidence of cohesion as a team. Selection of Crosby, Schlessinger & Smallridge for the Golden Triangle / Exit 13 Planning Study will be cost effective given CSS' detailed, creative and holistic approach to analysis.

### **Harriman**

*Overall Rating: **Advantageous***

The Study Proposal (non-price proposal) submitted by Harriman indicate that the firm has sufficient resources, skills and expertise to complete the work as specified in the RFP Scope of Work. While Harriman's interview was very strong, and while its team is known to us and has worked in Framingham before, Harriman's proposal included typos and inconsistencies that forced us to question its ability to provide a high-quality project to the Towns. It also lacked the creativity and innovation required to completely and comprehensively address the complex, long term redevelopment issues surrounding future transportation improvements to the Golden Triangle/ Exit 13 Study Area. Selection of Harriman for the Golden Triangle / Exit 13 Planning Study will NOT be cost effective, compared to other proposals submitted for consideration.

### **Civic Moxie LLC**

*Overall Rating: **Advantageous***

The Study Proposal (non-price proposal) submitted by Civic Moxie LLC indicates that the firm has limited resources, skills and expertise to complete the work as specified in the RFP Scope of Work. Though Civic Moxie's thinking was relatively innovative, and though it demonstrated strong design abilities, Civic Moxie's small size and limited experience—particularly with projects of size such as this one and in a



## FRAMINGHAM & NATICK COMMUNITY & ECONOMIC DEVELOPMENT

150 CONCORD STREET ▪ MEMORIAL BUILDING ▪ ROOM B-2 , FRAMINGHAM, MA 01702-8325 ▪ T: 508.532.5455  
NATICK TOWN HALL ▪ 2ND FLOOR ▪ 13 EAST CENTRAL STREET, NATICK MA, 01760 ▪ T: 508-647-6450

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suburban, rather than urban context -- prevent the firm from completely and comprehensively address the complex, long-term redevelopment issues surrounding future transportation improvements to the Golden Triangle/ Exit 13 Study Area. Selection of Civic Moxie for the Golden Triangle / Exit 13 Planning Study will NOT result in a high quality projects and will NOT be cost effective, compared to other proposals submitted for consideration.

### **Stantec P.C.**

*Overall Rating: **Advantageous***

The Study Proposal (non-fee proposal) submitted by Stantec P.C. indicates that the firm has sufficient resources, skills and expertise to complete the work as specified in the RFP Scope of Work. However, the firm's proposal and, in particular, the firm's interview, lacked the depth of analysis, creativity and innovation required to completely and comprehensively address the complex, long-term redevelopment issues surrounding future transportation improvements to the Golden Triangle/ Exit 13 Study Area. Selection of Stantec for the Golden Triangle / Exit 13 Planning Study will NOT provide the highest quality project and will NOT be cost effective, compared to other proposals submitted for consideration.

### **McCabe Enterprises**

*Overall Rating: **Not Advantageous***

The Study Proposal (non-price proposal) submitted by McCabe Enterprises indicates that the firm has limited resources, skills and expertise to complete the work as specified in the RFP Scope of Work. McCabe's experience seems focused on downtowns and on smaller scale urban projects. McCabe Enterprises' small size and limited experience prevent the firm from completely and comprehensively address the complex, long term redevelopment issues surrounding economic development and future transportation improvements to the Golden Triangle/ Exit 13 Study Area. Selection of McCabe Enterprises for the Golden Triangle / Exit 13 Planning Study will NOT result in a high quality project and will NOT be cost effective, compared to other proposals submitted for consideration.

### **HAAD/ARCADD Inc.**

*Overall Rating: **Unacceptable***

The Study Proposal (non-price proposal) submitted by HAAD/ARCADD Inc. indicates that the firm lacks the resources, skills and expertise to complete the work as specified in the RFP Scope of Work. The firm's proposal and interview was devoid of



## FRAMINGHAM & NATICK COMMUNITY & ECONOMIC DEVELOPMENT

150 CONCORD STREET ▪ MEMORIAL BUILDING ▪ ROOM B-2, FRAMINGHAM, MA 01702-8325 ▪ T: 508.532.5455  
NATICK TOWN HALL ▪ 2ND FLOOR ▪ 13 EAST CENTRAL STREET, NATICK MA, 01760 ▪ T: 508-647-6450

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fundamental analytic understanding to completely and comprehensively address the complex, long term redevelopment issues surrounding future transportation improvements to the Golden Triangle/ Exit 13 Study Area. Based on the team assembled, and the responses - both in writing and in the interview - to the RFP and follow up interview questions, it seemed that ArCADD was under the impression that the Towns had overall site control and were looking to undertake a massive architectural redevelopment project. The Team included civil and site engineers, mechanical and electrical consultants, and acoustical consultants. Although economic development was clearly a key component of the RFP, there was no economic development consultant identified and none of those issues were addressed in their written or interview responses. In addition, despite being scheduled at a time ArCADD requested, the ArCADD team did not appear for their allotted interview time at 10am on Thursday, January 26th. While our team was able to accommodate a make-up time, the ArCADD team did not comply with the request to keep the presentation to 15 minutes in order to allow for interactive discussion about the project and the team's proposals. Selection of HAAD/ArCADD, Inc. for the Golden Triangle / Exit 13 Planning Study will NOT result in a high quality project and will not be cost effective, compared to other proposals submitted for consideration.

Given the foregoing, CSS has submitted the most advantageous proposal, taking into account price and all other non-price criteria set forth in the RFP. Its composite rank is highly advantageous. The Towns do not believe that Natick and Framingham are "over-buying" because CSS brings not only depth and breadth of professional experience, an innovative and creative team, but also extensive knowledge of Natick and Framingham as well as the overall MetroWest regional economy, land use, and transportation issues.

It is the opinion of the Review Committee that CSS will provide a plan of services in a manner that will most appropriately fill the needs set forth in the RFP.

In compliance with Chapter 30B, procurement requirements, including, without limitation, those set forth in M.G.L. c. 30B, §6,, the Natick/Framingham planning team reviewed all written, non-price proposals, interviewed all six (6) candidates and analyzed price proposals from all candidates, resulting in the selection of



## FRAMINGHAM & NATICK COMMUNITY & ECONOMIC DEVELOPMENT

150 CONCORD STREET ▫ MEMORIAL BUILDING ▫ ROOM B-2 , FRAMINGHAM, MA 01702-8325 ▫ T: 508.532.5455  
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Crosby, Schlessinger and Smallridge LLC (CSS), based upon price and all other non-price, qualitative criteria. Based on these results, we believe that CSS should be retained for Phases I, II and III of the Exit 13 Golden Triangle Planning Study.

## MEMORANDUM

To: PROCUREMENT FILE

From: Bryan R. Le Blanc, Esq./Procurement Officer, Town of Natick

Re: Golden Triangle Planning Study Services Procurement– RFP Use Determination

Date: September 26, 2016

With reference to the above RFP, in conjunction with the Town of Natick Department of Community Development, and cooperatively issued with the Town of Framingham, I have determined as follows:

The RFP process will enable the Town of Natick (and the Town of Framingham) to provide higher ratings to consultants whose past contract experience, public project experience, and references, reflect firms that have extensive experience providing similar services to other cities and towns in the Commonwealth of Massachusetts. Hence, the Town of Natick (and the Town of Framingham) shall use an RFP process, rather than an IFB process, to procure such services. The Towns need to place primacy upon experience and references due to the cooperative venture between the two (2) communities. Experience will also offer the Towns the best chance to receive a study that will provide the best results for both communities, especially given the nature of the business district involved.

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This Contract is made this twenty-seventh day of February, 2017, by and between the Town of Natick, Massachusetts, with an address of Natick Town Hall, 13 East Central Street, Natick, MA 01760, acting by the Natick Board of Selectmen (hereinafter the "Town of Natick"), the Town of Framingham Massachusetts, with an address of Framingham Town Hall, 150 Concord Street, Framingham, MA 01702, by the Framingham Board of Selectmen (hereinafter the "Town of Framingham") (collectively "the Towns") and Crosby, Schlessinger & Smallridge, LLC, a Massachusetts limited liability company, with a principal office located at 67 Batterymarch Street, Suite 200, Boston, MA 02110 (hereinafter the "Contractor").

The words "he," "him" and "his" in this Contract, as far as they refer to the Contractor, shall so refer whether the Contractor is an individual, partnership or corporation. All prior contracts, if any exist between the Towns and the Contractor, are hereby terminated and shall be of no force and effect.

1. Scope

In consideration of the obligations herein contained, the Contractor shall provide services for a planning study (for Phases I and II, and for Phase III) for the Golden Triangle District in the Town of Natick, Massachusetts, and in the Town of Framingham, Massachusetts, as set forth in the Request for Proposals for the Procurement of Services for a Planning Study for the Golden Triangle District in the Town of Natick, Massachusetts, and in the Town of Framingham, Massachusetts ("RFP"), issued by the Board of Selectmen of the Town of Natick and the Board of Selectmen of the Town of Framingham, which is incorporated herein by reference.

All documents produced pursuant to this Contract shall be the property of the Towns. All information acquired from the Towns, or from others at the expense of the Towns, in the performance of this Contract shall be and remain the property of the Towns. This includes, but is not limited to, all records, data files, computer records, work sheets, deliverable products (complete and incomplete) and all other types of information prepared or acquired by the Contractor in the performance of the Contractor's Services.

The Contractor shall submit to the Towns such records and other data as the Towns may request concerning the Contractor's Services. All records shall be retained by the Contractor for a period of seven (7) years from completion of the Contractor's Services.

2. Standard of Care

The Contractor shall exercise due care and diligence in the provision of all

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services under this Contract in accordance with the applicable professional standards in the Eastern Massachusetts area. The Contractor's services shall be performed as expeditiously as is consistent with such standards, with professional skill and care, and with the orderly progress of the work.

3. Term

The term of this Contract shall commence as of the execution date of this Contract and shall end one (1) year later. At the sole discretion of the Towns, this Contract may be renewed for one (1) or two (2) additional one (1)-year terms.

4. Incorporation of the Request for Proposals/Order of Priority of Contract Documents

The provisions of the RFP and the Contractor's Proposal are incorporated herein by reference. In the event of any conflict among the Contract Documents, the Documents shall be construed according to the following priorities:

Highest Priority:	Amendments to Contract (if any)
Second Priority:	Contract
Third Priority:	Addenda to the RFP (if any)
Fourth Priority:	RFP
Fifth Priority:	Contractor's Proposal.

5. Payment

In consideration for performance of the work in accordance with the requirements of this Contract, the Towns shall pay the Contractor the prices (for Phases I and II, and for Phase III) set forth in the Contractor's Proposal, a copy of which is attached hereto and incorporated by reference.

This Contract is a fixed price/fixed rate contract and, therefore, miscellaneous expenditures associated with the Contractor's work shall not be paid by the Towns. In the event that an unforeseen miscellaneous expense is incurred, the Contractor shall receive the Towns' approval in writing prior to incurring the expense if it will subsequently seek payment of said expense from the Towns.

Payment shall be made to the Contractor for work completed in accordance with this Contract. All requests for payment shall be submitted to the Towns, in care of the Town of Natick, as an invoice and shall specify all services rendered.

Payment will be due thirty (30) days after receipt of the Contractor's invoice by the Towns for services rendered in accordance with this Contract. The Towns

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shall not make payments in advance.

If the Towns object to all or part of any invoice, the Towns shall notify the Contractor in writing within two (2) weeks of the date of receipt of the invoice, and shall pay that portion of the invoice not in dispute within thirty (30) days after the date of receipt of the invoice.

Should it be necessary for the Contractor to engage the services of a specialized contractor or companies other than those originally proposed in the Contractor's response to the Towns' RFP, the Contractor shall take such measures only with the Towns' prior written approval. Charges for such services, with no mark-up, shall be billed directly to the Towns unless otherwise agreed upon by the parties.

Payment of the amounts due under this Contract shall release the Towns and their officers, employees, boards, commissions, committees, agents and representatives, from any and all claims and liability in any way relating to this Contract or anything done in pursuance thereof.

No payment by the Towns to the Contractor shall be deemed to be a waiver of any right of the Towns under this Contract or a ratification by the Towns of any breach hereof by the Contractor.

6. Warranty

DELETED/NOT APPLICABLE.

7. Compliance with Laws

The Contractor shall comply with all provisions of Federal, Massachusetts and Town of Natick and Town of Framingham 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 of 1970, 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 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, as though such terms were set forth in their entirety herein.

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8. Insurance

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.

- a. Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of \$1,000,000/\$1,000,000/\$1,000,000.
- b. Commercial General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.
- c. Automobile Liability Insurance, covering all leased, owned, non-owned, and hired vehicles - Combined single limit of \$1,000,000.
- d. Excess Liability Insurance, Umbrella Form - \$1,000,000 each occurrence and \$2,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance, automobile liability insurance, and employer's liability under workers' compensation insurance.
- e. Professional Liability Insurance - \$1,000,000 each occurrence and \$2,000,000 aggregate limit. If written on a "claims made" basis, each such policy of insurance shall remain in effect for at least six (6) years following the termination of this Contract.
- f. The Towns shall be named as additional insureds on each such policy of Commercial General Liability Insurance, Excess Liability Insurance, Umbrella Form, and Automobile Liability Insurance.
- g. Professional Liability Insurance - \$1,000,000 each occurrence/\$2,000,000 aggregate limit. If written on a "claims made" basis, each such policy shall remain in effect for at least six (6) years following the termination of this Contract.
- h. All certificates and policies shall contain the following provision:

"Notwithstanding any other provision herein, should any of the above policies be cancelled or materially amended before the expiration date thereof, the issuing company will mail thirty (30) days prior written notice

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thereof to the named certificate holder, to the Natick Town Administrator, Natick Town Hall, 13 East Central Street, Natick, MA 01760, and to the Framingham Town Manager, Framingham Town Hall, 150 Concord Street, Framingham, MA 01702, before such cancellation or amendment shall take place.”

- i. Certificates evidencing such insurance in five (5) copies shall be furnished to the Towns at the execution of this Agreement. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. The Contractor shall make no claims against the Towns or their officers for any injury to any of its officers or employees or for damage to its equipment arising out of work contemplated by the Agreement.
- j. The Contractor shall also be required to provide to the Towns 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 Towns are named as additional insureds on each such policy.
- k. No insurance shall be obtained from an insurer which:
  - (1) is not licensed to sell insurance in the Commonwealth of Massachusetts; or
  - (2) 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.
- l. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Contract and shall operate as an immediate termination thereof.

9. Indemnification

The Contractor shall compensate the Towns for all damage to Town of Natick and Town of Framingham 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 Towns 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 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

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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, Town of Natick or Town of Framingham 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 this Contract. Said costs shall include, without limitation, reasonable legal costs, collections fees, and counsel fees incurred in defending any claim or suit that may be brought against the Towns and any judgment that may be obtained in any such claim or suit.

10. No Personal Liability

Neither the Towns, nor their officers, employees, boards, committees, commissions, agents and representatives shall be under any personal obligation or incur any personal liability by reason of this Contract, the execution thereof or anything relating thereto which arises out of the breach or violation of any provision of this Contract, or the violation of any Federal, Massachusetts, Town of Natick or Town of Framingham statute, by-law, rule, regulation, order or directive, or which relates to personal injury or property damage suffered by the Contractor or its employees, regarding the subject matter of this Contract.

11. Familiarity with Area of Work

By signing this Contract, the Contractor acknowledges that it has examined the area of work which is the subject matter of this Contract and that it is familiar with all conditions of the RFP and of this Contract. The Contractor has entered into this Contract in reliance on its own examinations and estimates as to the amount and character of its work, and conditions which may be encountered in the performance thereof, and shall assume all risks and bear all losses pertaining thereto.

12. Performance Bond

DELETED – NOT APPLICABLE.

13. Labor and Materials Payment Bond

DELETED – NOT APPLICABLE.

14. Independent Contractor Status

The Contractor shall provide services under this Contract as an independent contractor with the Towns and not as an employee of the Towns. No employee, agent or representative of the Contractor shall be entitled to receive any benefits of

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employment with the Towns, including without limitation salary, overtime, vacation pay, holiday pay, sick leave, health insurance, life insurance, pension or deferred compensation.

15. Use of Alcohol and Controlled Substances Prohibited

The Contractor hereby acknowledges that the use of alcoholic beverages, narcotics, and mood altering substances, except for current valid and lawful medical prescriptions as permitted under both federal and Massachusetts law, by any officer, employee, agent, or representative of the Contractor is prohibited on Town property which is the subject matter of this Agreement and during all hours of work under this Agreement. If any officer, employee, agent, or representative of the Contractor violates the foregoing provision, the Towns shall have the right to order that such officer, employee, agent, or representative of the Contractor shall not be permitted to return to work on this Agreement. Under such circumstances, the Contractor shall promptly remove the subject officer, employee, agent, or representative from the job site and shall not permit the subject officer, employee, agent, or representative to perform further work in conjunction with this Agreement.

16. No Smoking

Pursuant to Massachusetts General Laws (M.G.L.) c. 270, §22, the Commonwealth of Massachusetts Smokefree Workplace Law, the Contractor, its officers, employees, agents, and representatives shall refrain from smoking and from using tobacco products in any public building in the Towns.

17. Criminal Background Screening

For each employee of the Contractor who is performing services under this Contract, the Contractor shall, subject to its confidentiality and privacy obligations owing to its employees and third parties, provide a written confirmation to the Towns that such employee passed the Contractor's pre-employment criminal background screen. In the event that any employee refuses to permit the Contractor to provide such information to the Towns, the Contractor shall not assign such employee to perform services for the Towns, and such employee shall not be authorized to perform services for the Towns. The Towns shall be permitted to keep such information in their files.

18. Delays/*Force Majeure*

Except as specifically set forth in this Contract, neither party shall hold the other responsible or liable for damages or delays in performance caused by acts of God,

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interruptions in the availability of labor, or other events beyond the control of the other party, or that could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include unusually severe weather affecting performance of services, floods, epidemics, wars, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, and project site conditions which could not have been reasonably anticipated. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties arising and to resume as soon as reasonably possible the normal pursuit of performance.

19. Termination

- a. If the Contractor shall breach any provision of this Contract, which breach is not cured within twenty-one (21) days of written notice thereof from the Towns to the Contractor, the Towns shall have the right to terminate this Contract upon written notice to the Contractor.
- b. 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 Towns may terminate this Contract upon written notice to the Contractor.
- c. The award of this Contract and the continued operation of this Contract are contingent upon appropriation by the Towns of sufficient money to fund the Contract. Should the Towns fail to appropriate necessary funds therefor, the Towns shall no longer be under any obligation to tender performance, including payment, under the terms of this Contract. In that event the Towns may terminate this Contract upon written notice to the Contractor.
- d. The Towns may terminate this Contract upon written notice to the Contractor if a source of money to fund the Contract is lost during the Contract term. In the alternative, the parties may agree in writing to amend the Contract to provide for a Contract price which represents a reduced appropriation for the Contract term.
- e. The Towns may also terminate this Contract for convenience upon thirty (30) days' written notice to the Contractor.

In the event of termination the Contractor shall be entitled to be paid for services

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rendered in accordance with this Contract prior to termination.

In the event that this Contract is terminated pursuant to Section 19a. or 19b. above, the Towns may make any reasonable purchase or contract to purchase services in substitution for performance due from the Contractor and may deduct the cost of any substitute contract, or damages sustained by the Towns due to non-performance or non-conformance of services, together with incidental and consequential damages from the Contract price, and shall withhold such damages from sums due or sums which become due.

20. Notices

Except as otherwise provided in this Contract all notices required or permitted to be given hereunder shall be in writing and shall be delivered by certified mail or registered mail, return receipt requested, to the parties at the following address or such other address or addresses as to which a party shall have notified the other party in accordance with this Section 20.

If to Natick: Martha L. White, Town Administrator  
Natick Town Hall  
13 East Central Street  
Natick, MA 01760

With copies to: John P. Flynn, Esq.  
Murphy, Hesse, Toomey & Lehane, LLP  
300 Crown Colony Drive, Suite 410  
Quincy, MA 02169

If to Framingham: Robert Halpin, Town Manager  
Framingham Town Hall  
150 Concord Street  
Framingham, MA 01702

With copies to: Christopher J. Petrini, Esq.  
372 Union Avenue, # 1  
Framingham, MA 01702

If to the Contractor: Carole Schlessinger, Principal  
Crosby, Schlessinger & Smallridge, LLC  
67 Batterymarch Street, Suite 200,  
Boston, MA 02110

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21. Miscellaneous Provisions

- a. Any action at law or suit in equity instituted by the Contractor as a result of the performance, non-performance or alleged breach of this Contract shall be filed in the Superior Court of the Commonwealth of Massachusetts for Middlesex County, MA, and in no other court or jurisdiction.
- b. No action or failure to act by the Towns shall constitute a waiver of a right or duty afforded to the Towns under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. No forbearance or indulgence in any form or manner by the Towns shall be construed as a waiver or in any way limit the legal or equitable remedies available to the Towns. No waiver by the Towns of any default or breach by the Contractor shall constitute a waiver of any subsequent default or breach.
- c. If the Contractor discovers or is informed of any discrepancy or inconsistency in the Contract Documents in relation to any law, statute, ordinance, by-law, decree, code, rule, regulation, or order, the Contractor shall promptly, before commencing performance under this Contract, report the same to the Towns in writing.
- d. The Contractor acknowledges that it has not been influenced to enter into this Contract, nor has the Contractor relied upon any warranties or representations not set forth in this instrument.
- e. The Contractor shall maintain the confidentiality of information designated by the Towns as confidential, unless withholding such information would violate the law or create a risk of significant harm to the public, or unless the Contractor has been required to release such information by final judgment or order of a court of competent jurisdiction, or unless the Towns have expressly waived such confidentiality in advance in writing.
- f. The Contractor shall not represent or purport to represent that it speaks for the Towns vis-à-vis the media or the public at-large without the Towns' express, written consent in advance.
- g. Prior to commencing performance under this Contract, the Contractor shall furnish the Towns, in writing, the names, addresses and telephone numbers of not fewer than two (2) principal employees of his business who are to be contacted in the event of an after-hours emergency.
- h. By entering into this Contract, the Contractor certifies under penalties of

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perjury that its Proposal was 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.

- i. By entering into this Contract, the Contractor certifies under the penalties of perjury, pursuant to M.G.L. c.62C, Section 49A(b), that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and contractors, and to withholding and remitting child support.
- j. 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 this 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. Pursuant to Chapter 268A, Sections 27 and 28 of the Massachusetts General Laws, as amended, all key employees of the Contractor must complete online ethics training on the State Ethics Commission's website, [www.mass.gov/ethics](http://www.mass.gov/ethics). Within thirty (30) days of the date of this Contract, each key employee of the Contractor must provide to the Town Clerk (with a copy to the Department of Public Works) a signed acknowledgement of receipt of the summary of the Conflict of Interest Law, in the form attached hereto, and a certificate of completion of the online training which must be printed at the completion of the training. In the event that the term of this Contract extends for more than two years, all continuously employed key employees of the Contractor shall repeat the online training and provide the Town with a new certificate of completion within ninety (90) before or ninety (90) days after the two-year anniversary of the date of this Contract. Any new key employee who becomes employed by the Contractor after the date of this Contract and whose services are specifically required by this Contract must complete the online training and provide the Town with a certificate of completion within thirty (30) days of the date on which his services commence pursuant to this Contract. Satisfaction of these requirements is the sole responsibility of the Contractor and its key employees, and the Towns shall have no liability for the Contractor's or its key employees' failure to meet these requirements
- k. Prevailing wage rates, as contained in the Proposal documents, shall be

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paid, pursuant to M.G.L. c.149, §§26-27G, if they are applicable.

1. The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence 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 take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.
- m. **To the extent that any of the foregoing sections required by Massachusetts law are inconsistent with other, non-statutory sections in this agreement, any statutorily-mandated provisions contained herein shall control.**
- n. The Contractor shall not assign or subcontract in whole or in part this Contract or in any way transfer any interest in this Contract without the prior express written approval of the Towns.
- o. The Contractor shall not assign any money due or to become due to the Contractor unless the Towns shall have received prior written notice of such assignment. No such assignment shall relieve the Contractor of its obligations under this Contract.
- p. This Contract may be amended only by written consent of the parties.
- q. This Contract constitutes the entire agreement of the parties and any other agreement, written or oral, that may exist is excluded from this Contract. When executed, this Contract supersedes any prior agreement between the parties in connection with the transaction contemplated.
- r. If any provision, or portion thereof, of this Contract shall be adjudged to be

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invalid or unenforceable by final judgment or order of a court of competent jurisdiction the remaining provisions shall continue in effect to the extent permitted by law.

- s. The provisions of this Contract shall be binding upon and shall inure to the benefit of the heirs, assigns and successors in interest of the parties.
- t. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, regardless of choice of law issues or principles.
- u. This Contract is executed in triplicate as a sealed instrument.

[The remainder of this page is left blank.]

**Town of Natick, Massachusetts and Town of Framingham, Massachusetts  
CONTRACT FOR THE PROCUREMENT OF SERVICES FOR A PLANNING  
STUDY FOR THE GOLDEN TRIANGLE DISTRICT  
IN THE TOWN OF NATICK, MASSACHUSETTS  
AND IN THE TOWN OF FRAMINGHAM, MASSACHUSETTS**

The Town of Natick, Massachusetts

Crosby, Schlessinger & Smallridge, LLC

by: the Natick Board of Selectmen

by:

\_\_\_\_\_  
Richard P. Jennett, Jr., Chairman

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Nicholas S. Mabardy, Vice Chairman

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Jonathan H. Freedman, Clerk

\_\_\_\_\_  
Printed Title

\_\_\_\_\_  
John J. Connolly

\_\_\_\_\_  
Susan G. Salamoff

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

The Town of Framingham, Massachusetts

by: the Framingham Board of Selectmen

\_\_\_\_\_  
Cheryl Tully Stoll, Chair

\_\_\_\_\_  
Charles J. Sisitsky, Vice Chair

\_\_\_\_\_  
Laurie Lee, Clerk

\_\_\_\_\_  
Jason A. Smith

\_\_\_\_\_  
César A. Monzón

Dated: \_\_\_\_\_

**Town of Natick, Massachusetts and Town of Framingham, Massachusetts  
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APPROVED AS TO AVAILABILITY OF APPROPRIATION:

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

\_\_\_\_\_  
Virginia W. Cahill  
Comptroller, Town of Natick

Dated: \_\_\_\_\_

APPROVED AS TO FORM ONLY, AND NOT AS TO SUBSTANCE:

\_\_\_\_\_  
John P. Flynn, Esq.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Christopher J. Petrini, Esq.

Dated: \_\_\_\_\_

**Town of Natick, Massachusetts and Town of Framingham, Massachusetts  
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AND IN THE TOWN OF FRAMINGHAM, MASSACHUSETTS**

CERTIFICATE OF VOTE

I, \_\_\_\_\_, hereby certify  
(Clerk/Secretary)

that I am the duly qualified and acting \_\_\_\_\_ of  
(Corporation Name) (Title)

and I further certify that at a meeting of the Directors of said Corporation duly called and held on \_\_\_\_\_ 20 \_\_\_\_, at which meeting all Directors were present and voting, the following vote was unanimously passed:

VOTED: To authorize and empower either

\_\_\_\_\_, \_\_\_\_\_;  
(Name) (Title)

\_\_\_\_\_, \_\_\_\_\_; or  
(Name) (Title)

\_\_\_\_\_, \_\_\_\_\_  
(Name) (Title),

any one acting singly, to execute all contracts and bonds on behalf of the Corporation.

I, further certify that the above vote is still in effect on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ and has not been changed or modified in any respect.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Title

The certification contained here above shall be executed by CONTRACTOR or copy of current "certification of authority to sign for the Corporation" shall be attached.)

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In accordance with Chapter 268A, Section 27 of the Massachusetts  
General Laws, I have been furnished a copy of the Massachusetts  
Conflict of Interest Law.

---

**Signature**

---

**Printed Name**

---

**Printed Title**

---

**Address**

---

**City or Town, State & Zip**

---

**Phone**

---

**Email Address**

Please sign below and return to the Town Clerk's Office as required by  
law.

\_\_\_\_\_ **State Ethics Commission Receipt Included**

---

**Signature**

---

**Date**

**Town of Natick, Massachusetts and Town of Framingham, Massachusetts  
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**Affirmative Action & Equal Employment Opportunity Requirements**

**Section 1 - AFFIRMATIVE ACTION REQUIREMENTS**

The Contractor is advised of the requirements of the following Town By-law, which was adopted at the Special Framingham Town Meeting of December 8, 1971 and approved by the Attorney General on March 14, 1972.

Section 2 – No Town of Framingham agency shall enter into any contract for the purchase of goods or services for the construction, maintenance, renovation or repair of any building, structure, street, way, utility or other public works with any contractor which does not take affirmative action to provide equal employment for all qualified persons without regard to race, color, religion, sex or national origin

Section 3 - Each bidder and contractor shall include with all bids and all compliance and progress reports submitted to any Town agency or a report, which shall include:  
A certificate stating that he is currently in compliance with the provisions of the Massachusetts General Laws, Chapter 151 governing non-discrimination in employment and setting forth the affirmative action he is currently undertaking and will undertake during the contract period to provide equal employment opportunity for all qualified persons without regard to race, color, religion, sex or national origin. A copy of any such report shall be filed in the office of the Town Clerk and shall upon filing become a public record.

Section 4 - Every Town Agency shall include in every contract hereinafter entered into the purchase of goods or services or for the construction, maintenance, renovation services or repair of any buildings, structure, street, way utility or other public works the following provisions:

During the performance of this contract, the contractor agrees as follows:

- a. The contractor will take affirmative action to ensure that employees are solicited and employed and that the employees are treated during employment without regard to race, color, religion, sex or national origin.
- b. The contractor will in all solicitation or advertisements for employees placed

by on behalf of the contractor, state that all qualified applicants will receive

consideration for employment without regard to race, color, religion, sex or national origin.

- c. The contractor and subcontractors will include the provisions of subsections (a) and (b) above in every subcontract or purchase order.

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Section 5 - As used in this section, affirmative action means positive steps to ensure all qualified persons equal employment without regard to race, color, religion, sex or national origin at all stages of the employment process, recruitment, selection, placement, promotion, training, layoff and termination. It may include, but not limited to the following:

- Inclusion in all solicitation and advertisements for employees of a statement that the contractor is an "Equal Opportunity Employer."
- Placement of solicitation and advertisements for employees in media that reaches minority groups.
- Notification in writing of all recruitment sources that the contractor solicits the referral of applicants without regard to race, color, religion, sex or national origin.
- Direct solicitation of the support of responsible and appropriate community, state and federal agencies to assist in recruitment efforts.
- Participation in or establishment of apprenticeship or training programs where outside programs are inadequate or unavailable to minority groups.
- Modification or collective bargaining agreements to eliminate restrictive barriers established by dual lines of seniority, dual rates of pay or dual lines of promotion or progression which are based on race, color, religion, sex or national origin.

Section 6 - The Human Relations Commission shall receive and investigate or cause to be investigated complaints by employees or prospective employees of a Town contractor, subcontractor, or supplier. Findings and determinations on such investigations, together with the records and recommendations, shall be reported by the Human Relations Commission to the Board of Selectmen and the contracting agency concerned. The Human Relations Commission shall cooperate with the Board of Selectmen and with each contracting agency by providing assistance in reviewing affirmative action plans, and to contractors seeking qualified minority group employees, and shall itself seek such employees.

Section 7 - The provision of this section shall not apply to any contract for less than \$5,000 or to bidders and contractors employing fewer than six persons provided that where the contract is for less than \$5,000 but not less than \$2,000, any Town agency may apply the provision of this section to any contract, bidder, or contractor.

**EQUAL EMPLOYMENT OPPORTUNITY**

No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Reference Title VI of the Civil Rights Act of 1964 (42 USC 2000d) and Section 112 of Public Law 92-65.

Form EDA-503. The Recipient and all Contractors, subcontractors, suppliers, lessees and other parties directly participating in the Recipient's project agree that during and in

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connection with the associated agreement relating to the Federally assisted program.

(1) They will comply, to the extent applicable, as Contractors, subcontractors, lessees, suppliers, or in any other capacity, with the applicable provisions of the Regulations of the United States Department of Commerce (Part 8 of Subtitle A of Title 15 of the Code of Federal Regulations) issued pursuant to Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and will not thereby discriminate against any person on the grounds of race, color, or national origin in their employment practices, in any of their own contractual arrangements, in all services or accommodations which they offer to the public, and in any of their other business operations, (2) they will provide information required by or pursuant to said Regulations to ascertain compliance with the Regulations and these assurances, and (3) their non-compliance with the nondiscrimination requirements of said Regulations and these assurances shall constitute a breach of their contractual arrangements with the Recipient whereby said agreements may be canceled, terminated or suspended in whole or in part or may be subject to enforcement otherwise by appropriate legal proceedings.

Executive Order 11246, 30 Fed. Reg. 12319 (1965) (Equal Opportunity Clause)

During the performance of this contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure the applicants, are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- b. The Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.
- c. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitment under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Contractor will furnish all information and reports required by Executive Order

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No. 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, record, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. Each Contractor and subcontractor of federally financed construction work is required to file an Equal Employment Opportunity Employer Information Report (EEO-1 on Standard Form 100) annually on March 31. Forms and instructions are available at the EDA Regional Office.

g. In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed (and remedies involved) as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h. The Contractor will include the provisions of paragraphs a through h in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; Provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

1. Exemptions to Above Equal Opportunity Clause (4) CFR Chap.60):

- (1) Contracts and subcontracts not exceeding \$10,000 (other than government bills of lading) are exempt. The amount of the contract, rather than the amount of the Federal financial assistance, shall govern in determining the applicability of this exemption.
- (2) Except in the case of subcontractors for the performance of construction work at the site of construction, the clause shall not be required to be inserted in subcontracts below the second tier.
- (3) Contracts and subcontracts not exceeding \$100,000 for standard commercial supplies or raw materials are exempt.

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Town of Framingham, Massachusetts

Date \_\_\_\_\_

To: Town of Framingham, Massachusetts:

I have read the Affirmative Action Requirements and Equal Employment Opportunity as adopted by the Town of Framingham on December 8, 1971 and approved by the Massachusetts Attorney General on March 14, 1972 and agree to affirmatively implement all practices necessary to comply with said requirements.

A copy of a portion of the Town By-law is attached as part of the proposal specifications.

Signed \_\_\_\_\_  
Name Title

Company \_\_\_\_\_

Contract No.:

For:

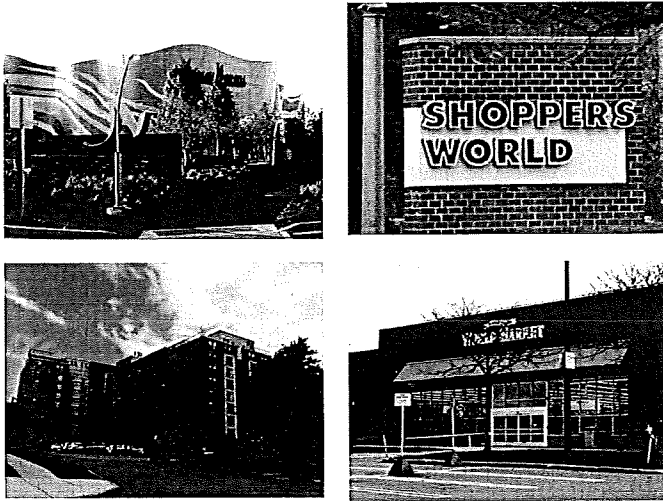
December 22, 2016

PRICE PROPOSAL

PROPOSAL TO THE TOWNS OF NATICK AND FRAMINGHAM

# Golden Triangle District Planning Study

*Natick and Framingham, Massachusetts*



**CROSBY | SCHLESSINGER | SMALLRIDGE LLC**  
*Urban Design, Planning, Landscape Architecture*

*in association with*

**WSP | PARSONS BRINCKERHOFF**  
*Civil Engineering & Transportation Planning*

**RKG ASSOCIATES, INC.**  
*Market & Financial Analysis, Planning*

**ATTACHMENT A**  
**PRICE PROPOSAL FORM**  
*(To be submitted in Envelope B)*

*(2 pages)*

The undersigned Proposer hereby submits a price proposal for the procurement of services for a planning study for the Golden Triangle District in Natick and Framingham.

Printed Name of Proposer:

Crosby | Schlessinger | Smallridge, LLC

Address: 67 Batterymarch St. Suite 200

Boston, MA 02110

The PROPOSER hereby pledges to deliver the services required under this RFP, for price shown below:

Phases 1 and 2

Total Price in Words: One Hundred Thousand Dollars

Total Price in Numbers: \$100,000.00

Tel. 617-399-7000

Qualified in Massachusetts Yes X No       

Principal Place of Business in MA 67 Batterymarch St

Suite 200

Boston, MA 02110

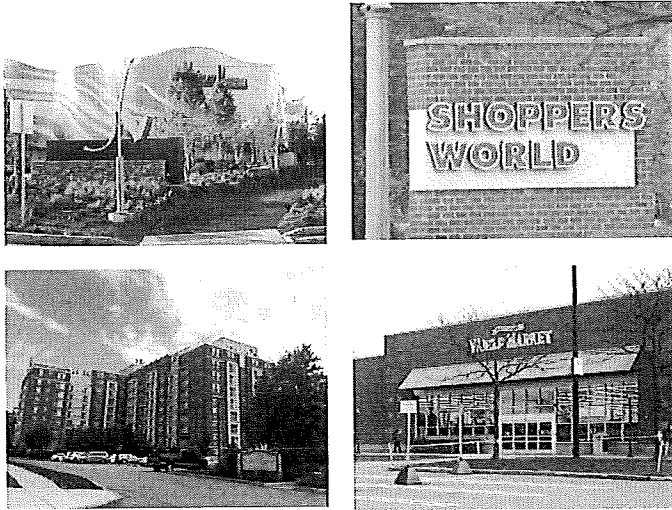
Tel. 617-399-7000

December 22, 2016

PROPOSAL TO THE TOWNS OF NATICK AND FRAMINGHAM

# Golden Triangle District Planning Study

*Natick and Framingham, Massachusetts*



**CROSBY | SCHLESSINGER | SMALLRIDGE LLC**  
*Urban Design, Planning, Landscape Architecture*

*in association with*

**WSP | PARSONS BRINCKERHOFF**  
*Civil Engineering & Transportation Planning*

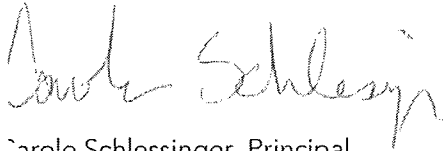
**RKG ASSOCIATES, INC.**  
*Market & Financial Analysis, Planning*

responsibility for transportation, parking and infrastructure and will work with CSS on potential new roadway alignments and Exit 13 modifications.

We are pleased to submit our proposal for The Golden Triangle Planning Study and hope to have an opportunity to present our ideas to you in person.

Our Proposal is effective for at least sixty (60) calendar days from the deadline date for receipt of sealed proposals (December 22, 2016), or from the date upon which this RFP is cancelled, whichever occurs first.

Sincerely,

A handwritten signature in cursive script that reads "Carole Schlessinger". The signature is written in dark ink and is positioned above the printed name.

Carole Schlessinger, Principal

Our approach is three-pronged.

First, we respect and are informed by context. Our first existing conditions graphics for presentation to stakeholders and the community will include the historic evolution of the site and user-friendly maps and photos that convey all of the current physical and operational characteristics of the district. Our mantra is the old adage "information is useless if it can't be understood." Even numerical analysis can be presented in engaging formats, and buy-in is critical for large complex projects involving multiple jurisdictions and a wide range of stakeholders.

Second, our approach to stakeholder involvement will be to (1) be smart at the outset and bring to the first round of stakeholder meetings a thorough understanding of their history, current operations and issues they are concerned about, and (2) be prepared to share information among stakeholders (to the extent stakeholders are willing to share) - in effect, to be a bridge between various landowners, businesses and residents with the goal of developing a common understanding of where we are today that will lead ultimately to a common vision for the future.

Thirdly, we have worked together as a team for many years and believe in the integration of our separate work tasks, frequent communication and collaborative problem solving. We talk and meet frequently and hash out problems and solutions together. For example, examining a potential street realignment that allows for an optimum parcel consolidation involves traffic planning, land use planning, urban design, potential infrastructure impacts, and possible transit or other privately operated mobility options. This cuts across all lines, and Skip, Carole, Craig, Judi and Jenn will sit around a table to craft a solution that considers every ramification, and will bring buy-in.

## SCOPE OF WORK

### Phase 1: Existing Conditions Analysis and General Planning Recommendations

The goal of Phase 1 will be to develop a complete picture of existing conditions, including and stakeholder goals and objectives, to set the stage for developing build-out scenarios and Long-Term Vision in Phase 2.

Maps and analyses developed during Phase 1 will be user-friendly and suitable for posting on the Towns' websites should the Towns decide not to move forward with the Phase 2A Add-On.

#### Kick-Off Meeting & Site Tour

We will begin the Project with a kick-off meeting with you to refine the scope and schedule, and refine study goals, and gather any assembled Existing Conditions information from previous studies. While we have copies of the 2013 Route 9 MetroWest Smart Growth Plan; Mathwood Plaza South, Shoppers World AMC South Lot and Wegmans Traffic Impact and Access Studies, we would be looking for additional studies such as those for the Cloverleaf and Avalon in Natick, the proposed new Flutie Pass entertainment and residential development in Framingham and Natick, and from any other sources the Towns may have. We also will collect information on any development plans or initiatives by the Towns and/or private property owners. We would propose to spend a half to a full day touring the Project Area with you to gain further insight on specific opportunity areas and areas of concern. This meeting will also include a discussion of each town's vision for the area, as well as an opportunity to begin the SWOT analysis process.

#### Stakeholder Engagement

The CSS Team will also attend a meeting consisting of regional stakeholders that should include participation from organizations and agencies such as, but not limited to, MassDOT, MAPC, Port, Boston MPO staff, CTPS, the 495 Partnership, and the MetroWest Chamber of Commerce. The purpose of this meeting would be to understand opportunities and challenges of the Golden Triangle area from a local and regional perspective, and complete a SWOT analysis with this stakeholder group. The Team envisions engaging with this group of stakeholders at several junctures throughout the overall planning process.

Our team members have long-standing relationships with these agencies - CSS is currently working for MassDOT for the I-90 Interchange Reconfiguration at Beacon Yards in Allston and for the Overpass Project in Jamaica Plain. Our long-standing relationship with MassDOT dates back

the Central Artery/Third Harbor Tunnel Project on which CSS Principals led the planning and urban design effort from the EIS Phase through preliminary design.

Finally, the CSS Team will undertake one to two days of individual or small group interviews with property owners, business owners, Planning Board and Zoning Board members, local chambers and business organizations, residential and commercial brokers, developers, and others who have a direct role in shaping the future of the study area.

*Deliverables:* A summary of notes from each meeting and interview, a summary of the preliminary SWOT analysis input from the town and stakeholder meetings.

#### **Collect, Analyze and Document Existing Conditions Information**

##### *Site Conditions and On-Going and Future Development*

During this task we will continue to collect and review data to create an inventory of existing conditions to gain a thorough understanding of the Project Area and its opportunities and constraints. We will use information from the Towns' GIS's systems and Assessing Departments, as well as site visits and stakeholder input to develop a series of base maps that document:

- Existing land use and zoning
- Major ownership
- Real estate plans and proposals
- Planned and proposed infrastructure improvements
- Pedestrian/bicycle network and environment
- Environmental issues
- Major existing and potential vehicular, pedestrian, bicycle and transit connections
- Relationship to the regional open space, pedestrian and bicycle pathway system
- General character of development within the Project Area and adjacent districts in both Towns

We will review all prior planning documentation to better understand what prior planning has taken place and what, if anything, resulted from those efforts. We also will interview planning staff from Natick and Framingham to better understand what development projects have been recently permitted, are moving through the permitting process, or are being considered for future development. This information will feed into both the baseline build-out model as well as future build-out scenarios.

**Deliverables:** A short summary of prior planning efforts and documentation of development permitting and planning pipeline.

### *Urban Design*

We begin with context. Every site has its own topographic, economic and cultural history. The Golden Triangle became a triangle over 150 years ago, for example, and today's parcel geometry and access is in some ways tied to that early roadway, railroad, farmland pattern.

We will map the positive and negative urban design characteristics on a series of easy-to-read graphics supplemented with site photographs and precedent images. The issues identified in the first phase and the issues to be addressed in the build-out analyses are:

- Legibility of the District - orientation for drivers and pedestrians
- Wayfinding
- Gateways- Entrances and exits
- Street Edges - Building edges and curb cuts
- Building massing, materials and permeability (transparency)
- Signage
- Lighting
- Quality and safety of the pedestrian environment
- Overland trails
- Open space - usable and unusable
- Roadway scale - pedestrian crosswalks
- Public Art - opportunities for the future to enhance gateways and assist in orientation and wayfinding

Others will evolve in the course of the study. We will present the status quo in the first work product and then look for opportunities to achieve urban design goals identified in the first work product into potential build-out scenarios.

**Deliverables:** Maps and diagrams of urban design context and issues.

### *Transportation System*

Through the experience on the Natick 2030 master planning effort, WSP | Parsons Brinckerhoff has assembled data on the existing land use development and transportation infrastructure proposals currently contemplated not only in Natick, but also in this area of Framingham. This accumulation of information has resulted in a robust database of information on the vehicular, pedestrian and bicyclists traffic volume data, areas of delay and queuing, and pedestrian and bicyclist network disconnects in both communities. As outlined in the Addendum to the RFP, it is anticipated that additional traffic data will be available from the Town of Framingham town-wide traffic study. Even if the town-wide traffic study is not complete, the data collection phase may have been completed and additional data may be available. For the purposes of this scope of work, an allowance of \$1000 for additional traffic data collection was estimated.

The Natick 2030 Comprehensive Master Plan identified high crash locations, including a number of locations within the Golden Triangle Study Area. When transportation infrastructure is contemplated, the mitigation of any safety deficiencies will be of utmost importance.

There are four intersections in the study area on the top 200 crash location list between 2011 and 2013:

- 81. (tied) Speen Street and Cloverleaf Marketplace Shopping Center (Natick),
- 81. (tied) Worcester Road at Dinsmore Avenue
- 154. Route 9 and Dean Road (Natick),
- 178. Route 9 and Shoppers World (Natick/Framingham) and,

Traffic crash incidence is particularly high at intersections along Route 9 and Speen Street, and at locations adjacent to shopping centers and commercial strip development. This reflects high traffic volumes along these corridors, as well as auto-oriented roadway and intersection design at these locations.

Pedestrian and bicycle access in many parts of the study area is challenging due to the presence of major roadways, as discussed above. Route 9 and I-90, in particular, have very limited opportunities for pedestrian and bicycle access (or crossings), which limits non-motorized accessibility.

The Towns of Framingham and Natick have adopted Complete Streets Policies which call for street design that safely and conveniently accommodate pedestrians, bicyclists, and public transit riders, as well as motor vehicle traffic. Design that is consistent with these policies should help to improve pedestrian and bicycle access, and promote travel by these modes. All future improvements that are considered for the Golden Triangle will be designed with these principals in mind.

Geographic information systems (GIS) and mapping will be essential to the inventory, analysis, presentation, and understanding of transportation and utility systems. The project team will work closely with various agencies to gather all the base layers needed. Specifically, all utility information will be collected from the Towns of Framingham and Natick. In addition, GIS for assets such as streets, sidewalks, parking lots and GIS resources will be collected.

The project team is very familiar with many other mapping and GIS resources. Many other agencies, including the Massachusetts Office of Geographic Information (MassGIS), Metropolitan Area Planning Council (MAPC), and Massachusetts Department of Transportation (MassDOT), have comprehensive GIS inventories and detailed geocoded data associated with the mapped area. The project team has extensive experience using GIS not only for mapping of assets and geospatial data, but also using maps and GIS as analytical and communication tools, presenting technical concepts in a concise and graphically appealing way, which will facilitate policy decisions and community support.

We also will work closely with the Towns to identify sources of data on transportation usage and operations, and to obtain information that may be useful for this evaluation. As outlined above, the collection of transportation data for the Natick 2030 Comprehensive Master Plan will be a critical source of data. As an example, as a part of that research through Massachusetts Environmental Impact Act (MEPA) files, the Mathworks Campus traffic count data and resulting analysis was collected.

In the event that the Town of Framingham Town wide study is not complete, research on the Town of Framingham's Planning Department website provides information on recent development projects on this side of Town (such as the Cube 3 site) as well as the traffic studies that have been submitted and the accompanying traffic count data that was collected. The transportation data for these projects will enable the project to focus our data gathering efforts, and to more effectively define existing conditions.

*Deliverables:* Memo and maps documenting traffic and mobility issues.

#### *Infrastructure and Utilities*

WSP | Parson Brinckerhoff has extensive experience in utility infrastructure investigation, planning, design and construction. Our experience includes working with both municipalities and developers. To understand existing utility system capacity, existing GIS mapping data will be obtained from both Towns. Additional review of the Town records, mapping and previous project records. Contacting the individual utility companies to obtain their records is beyond the scope of this assessment unless undertaken and incorporated by the Towns.

We will compile data on the utility systems in the Golden Triangle area in Natick and Framingham in order to identify capacity and other issues and opportunities for system improvements.

*Deliverables:* Memo and maps documenting existing conditions and capacity, as well as opportunities for system improvements.

#### *Resource Areas and Brownfields*

WSP | Parsons Brinckerhoff will review the Town GIS and the Mass GIS to identify resource areas and potential impacts in the vicinity of the projects. They also will perform a Phase 1 Environmental Assessment to identify reportable or brownfield sites in the vicinity of the proposed build-out.

*Deliverables:* Memo and maps documenting resource areas and brownfields that could impact the build-out analysis.

#### **Commercial and Residential Market Study**

The CSS Team, led by RKG, will undertake an analysis of the supply of and demand for both commercial (retail, office, industrial & services) real estate and residential property. The success or failure of an economic development strategy is determined by several factors. However, market forces ultimately will play the largest role in the viability of the action steps detailed in the implementation plan. As such, focus should be placed on past trends, current conditions, and viable future growth projections in both identified key market sectors, as well as potential emerging market sectors. This understanding of the market forces that affect the Town of Natick and Framingham, as well as the other Metrowest communities that make up the regional market, will help frame the recommendations for implementation.

This task will include an analysis of recent real estate market trends within the Golden Triangle, considering such factors as: (1) existing building vacancies, (2) land sale activity and pricing, (3) annual land and building absorption trends, and (4) regional competitive supply of residential and commercial land. RKG will analyze development and absorption trends over the past 5-year period. The results of this task will produce a clear picture of recent land absorption, building development, and leasing trends, as well as real estate pricing indicators. From this historical data and data collected during the research and stakeholder interviews, RKG will identify future opportunities for that can be incorporated in the implementation plan. These projections will then be compared with the stated community goals to ensure compatibility.

The existing inventory of land uses within the study area will be developed from the town's assessors' data bases, map and planning documents as well as "drive by" visual inspection of properties, along with discussions with real estate professionals (brokers, appraisers) familiar with the local

market. Demand will be estimated analyzing the major economic "drivers" including trend: population, households, demographics, incomes, employment and industry mix. Comparing forecasted need for space with the existing inventory will identify opportunities for new development and redevelopment.

**Deliverables:** A technical memorandum describing the current and future (3-5 years) market conditions in the study area. These findings will then be incorporated into the overall build-out analysis.

### **Assessment of Current Land Use Patterns and Zoning Regulations**

In order to better understand what could be built under the existing base zoning districts and existing overlay districts in both towns, the CSS Team will perform a land use and zoning assessment. This will include utilizing assessor's data to determine land uses and square feet of buildable space, and a review of the both the base zoning districts and overlay districts. The Team will develop a zoning matrix highlighting allowable uses, dimensional regulations, open space requirements, parking requirements, and other key characteristics for each zoning district. This will allow the team to identify zoning conflicts across municipal boundaries and look for opportunities to suggest common zoning changes that would help to ensure compatible uses, similar scale and density of development, and cohesive design elements.

The land use and zoning diagnostic would be used to form the basis for the land use and zoning components of the SWOT analysis, and help to inform the planning recommendations emanating from Phase 1.

**Deliverables:** A land use and zoning diagnostic memo which includes a zoning matrix table.

## **Phase 2: Build-Out Analysis - Long Term Vision**

The goal of Phase 2 will be to develop potential future scenarios and conduct the build-out analysis of those scenarios to define the long-term vision for the Golden Triangle. At the beginning of this phase we will meet with representatives from the two towns and hold a second meeting with the Stakeholder Group to discuss the scenarios, prior to conducting the full build-out analysis. At the end of Phase 2, we will meet with these groups to review the analysis and select a Preferred Scenario for moving forward into Phase 3.

### **Modeling of Baseline Scenario**

The CSS Team will create a build-out model that will incorporate each parcel located within the Golden Triangle study area in order to project out the maximum buildable square footage under the current base zoning conditions. The model will utilize a calculation to determine parcel buildable area based on zoning, lot area, and setbacks.

out utilizing the effective floor area ratio (FAR) which will take into account the amount of land needed for setbacks, parking, open space, and other requirements that limit building coverage. The model will be built in such a way that changes to dimensional, open space, and parking regulations can easily be made to test different future build-out scenarios. Outputs from the baseline scenario modeling exercise include land area, building coverage, building square footage, parking required, and square feet of open space. We will work with staffs from Natick and Framingham to determine the best way to incorporate overlay districts into the model.

*Deliverables:* A memo outlining the results of the baseline scenario modeling exercise. Maps highlighting the land uses modeled on each parcel.

#### **Modeling of Alternative Scenarios**

Utilizing the framework that will be developed for modeling the baseline scenario, the CSS Team will work with staff from both towns to create two alternative scenarios for the Golden Triangle study area. As part of the meeting with town staffs, we will work together to identify a subset of parcels within the study area that are likely candidates for redevelopment in the future. It is likely not all parcels will be candidates for redevelopment in the next ten to fifteen years, so it will be important for the modeling exercise to look realistically at the study area and identify likely candidates.

Initially we will work with you to identify and categorize four types of potential development opportunities:

1. The opportunity sites or "most likely to change" sites. On a hard-soft map these are definitely "soft" and can be considered short-term development opportunities.
2. Sites created by opportunities for parcel consolidation where two or more owners could merge their smaller parcels to form a larger parcel with greater potential for development and for more efficient parking. these would be short to mid-term opportunities.
3. Sites created by opportunities to reorganize existing parking with more efficient layouts, shared parking or structured parking. These are short to mid-term opportunities and often requires co-operation among adjacent property owners. But, there is a lot of surface parking in The Golden Triangle and these opportunities deserve a look. they fall into the short to mid-term category.
4. The large "superblock" sites - the malls and big box sites. There was an axiom not long ago that retail invents itself every 25 years, but the rapid shifts we see in retailing today and the repositioning of shopping centers around the country presages changes that we can't predict. In examining these potential site reconfigurations we will be mindful of the opportunities to break down their scale with interstitial streets and creating pedestrian friendly mixed-use districts while, at the

same time, retain some aspects of existing buildings and uses. These are difficult to categorize as short, medium or long term.

Addressing the long range parcelization and potential street reconfiguration options will ensure that the short to mid-term developments/modifications are in sync with larger long-term vision. Long-range possibilities will inform the MassDot planning and design work for Exit 13.

We believe that it will be important to develop rudimentary sketch plans and 3-D diagrams. 2. Rendered before and after drawings will be developed in Phase 3, but we propose to begin with an illustration of potential build out scenarios for select large redevelopment parcels in Phase 2. We will sketch out rudimentary site plans for these select parcels and, if warranted, rough 3-D architectural building massing diagrams.

Why? There are three reasons for advancing some (or advantages to advancing) some drawings in Phase 2.

1. The sketch plans will serve as a reality check on the feasibility and pros and cons of parcel consolidation and reconfiguration.
2. The will also serve as a reality check on the technical and political feasibility of highway reconfiguration and arterial street reconfigurations.
3. It will be difficult for the stakeholders as well as the larger community to visualize changes in density and land use from numbers alone. Rudimentary sketch plans will convey the basic idea and build support for moving ahead with Phase 3.

We have learned from similar projects (for example the Boynton Yard Project done with Pars Brinckerhoff) in which assessing potential redevelopment scenarios and infrastructure capacity is an early step in a visioning process, that rudimentary sketch plans are essential. While it is possible to establish development thresholds based on existing infrastructure, future roadway capacity linked to modifications in the existing system and, possibly, to a more urban roadway geometry can accommodate other modes and better serve a mixed use development district. In the E Yards Master Plan process, working with PB and CSS, the City of Somerville believed that a dense office, light industrial, residential district would be supported by the market and be able to the adjacent neighborhoods. It was thought that the cost of upgrading sanitary sewer and stormwater sewer capacity would be the only constraint. But, through the sketch planning process of developing a new access pattern and street grid, and the positioning of several parking garages, it was found that access and, more specifically, the intersection capacity from streets surrounding the site was the major constraint.

We propose to approach this on two levels: a quick look at the entire site to see if a prospective I-90 ramp reconfiguration and internal roadway modifications in tandem with select parcel consolidation will facilitate better access and mobility to and within a new mixed use district. Secondly, we will work with you to select the "most probable" redevelopment sites and examine access issues at a finer grain.

#### **Analysis of Build-Out Scenarios**

To better understand the impacts resulting from the baseline scenario and the two future alternatives, the CSS Team will use the model to determine outputs which could include tax revenue, number of housing units, commercial square footage, change in the number of residents and employees, and traffic/trip generation. The forecast will be informed by the results of the market study to determine likely land uses and absorption time frames.

The CSS Team will then model two different land use/development alternatives for these parcels to gauge what impact different types of land uses have on the study area.

#### **Transportation**

The methods of reducing automobile trips and the ways of incorporating these strategies into the developments will be discussed in detail during the visioning process. Modifications to the anticipated vehicular mode share of the developments will modify the resulting determination of impacts and right sizing of infrastructure.

The pedestrian, bicycle, transit, and vehicular trips will be calculated for two to three development scenarios and the resulting operation of the transportation network will be determined. The potential future transportation system improvements required to accommodate the growth anticipated in each of the two to three build out alternatives will be determined.

In addition, the project team will identify management and mitigation strategies for addressing these impacts. Such strategies may include:

- Complete Streets and multimodal improvements
- Access management and safety improvements
- Siting of development in a manner that minimizes demand for auto travel and maximizes options for travel by foot, bicycle, and public transit, i.e. consistent with smart growth and transit-oriented development principles
- Promotion of mixed-use development and districts to facilitate density of uses, non-auto trip-making, and shared parking

- Reduction of parking requirements and implementation of parking maximums in order to age density of uses and attract new, potentially car-free residents
- Implementation of travel demand management programs for new development to enlist of developers and property in educating and encouraging non-auto travel

#### *Utilities*

For future developments, a Department of Environmental Protection (DEP) Title V calculation be performed to understand the potential sewer demand in gallons per day (GPD) and a pr can be made on the water demand in gallons per minute (GPM). The Towns will provide the and sewer records that will be used to understand existing demands for facility in the area. Parson Brinckerhoff will determine if the private utilities companies can service the future de ment from their existing infrastructure or if additional capacity will need to be added.

To assess overhead utilities to underground in isolated areas, a review of what utility system rently on the poles will be undertaken based on the information provided by the Towns as n overhead systems contain multiple companies and lease agreements. After we understand on the poles and who owns the utility, the next step is to discuss what space is available in t adjacent streets and roadways to install multiple utility ductbank system and manhole/structur extend the lines to the existing manhole/structure systems. A critical element in planning p to understand what system will require a separate ductbank in the street and if tel-data com can share their infrastructure.

The resulting thresholds for water/wastewater infrastructure and electrical and telecom upg will be determined and compared to the utility impacts associated with the two to three de ment alternatives being evaluated.

#### *Resource Areas and Brownfields*

We will review the proposed development in the alternative build-out scenarios to determin potential impacts to resources areas and brownfields.

**Deliverables:** A memo outlining the results of the alternative scenarios modeling exercise; a comparing key outputs between the baseline scenario and the future alternatives, including the components detailed above; a set of maps highlighting the land uses modeled on each for each alternative scenario; and sketch plans of key parcels.

## Phase 2A: Add-On - Public Visioning Process

We will work with the Towns of Natick and Framingham, other stakeholders and the public, both for the vision of the development itself, but also for the vision on the transportation network for this study area.

A meaningful, robust community engagement process is essential in building trust, excitement, and support among civic leaders and residents to turn ideas generated during the planning process into successfully implemented projects that impact the community for the better.

With the increasingly diverse array of stakeholders that the planning process must reach, divergent opinions on a variety of issues are both inevitable and to be welcomed in a dialog that can only take place in a transparent planning process. Accordingly, our planning process has grown to incorporate a range of tools to ensure balanced and equitable community engagement and to test and visualize the implications of land use, zoning, and design decisions. The civic engagement aspect of the process is central to the plan and is carefully designed to be sensitive to the needs of the communities and bring a diverse range of voices into the discussion.

In mapping out the engagement plan in this way, we will work with the Town to identify and understand the dynamics of hard to reach groups, set general targets and expectations for community involvement, and agree on the type of tools to use. We will utilize multiple communication tools – from traditional/low-tech to digital/high tech — to connect with the broadest possible array of constituents. We will work with town staffs at the beginning of process to develop a detailed plan that properly aligns the public engagement goals with our toolkit to inject transparency into the project from the onset, ensuring all parties involved understand the process and expected outcomes. We also will collaborate with the Towns and consultants running other ongoing planning initiatives to ensure that all of the outreach efforts are coordinated and community members are not overwhelmed.

Our Outreach, Engagement and Education Plan is designed to educate residents, business owners and other stakeholders about the numerous issues and trade-offs inherent in a Long-Term Redevelopment Plan, as well as to elicit significant feedback on both issues and opportunities and the relative importance or priority of those topics. The Plan includes both meetings and electronic media.

### Meetings

We will hold a series of Stakeholder Meetings and meetings with Town Representatives as discussed in Phases 1 and 2.

All residents are challenged to participate and take ownership of the process, making their opinions heard in the visioning process that then drives the development of the plan. Public Meetings are, of course, an important means of communicating with the wider population, and we recommend holding two public meetings over the course of the project. We would propose to hold one meeting in a Natick venue and one in a Framingham venue, both within the Golden Triangle if possible. A survey we took as part of the Natick 2030+ Master Plan indicated that weeknights were the preferred meeting time, but that residents were very interested in ways to participate or view presentations. We will work with the MetroWest Chamber of Commerce to provide the opportunity for on-line participation during the public meetings, allowing people to view presentations and send in questions and comments from their computers. Additionally, the presentation and discussion questions will be posted on-line so that those unable to attend can stay informed and provide additional input.

At Meeting 1 we will introduce the project, present the existing conditions analysis, and coordinate break-out groups to discuss participants' vision for the future of the Golden Triangle. Project maps, aerial photographs and precedent images from similar districts in other locations will be used to help participants visualize and articulate the components of a vision.

At Meeting 2 we would present the Vision developed from stakeholder interviews, as well as the input from Meeting 1 and online input, and the baseline and alternative build-out analyses. The preliminary plans described earlier will be used in this meeting to give participants a clearer understanding of potential development on key parcels under the different alternative scenarios. We will then facilitate a discussion on the pros and cons of the alternatives.

Carole and Skip, as well as other members of our team are highly adept at working with corporate and client groups, citizen advisory committees, focus groups, appointed and elected boards, and a wide-ranging (sometimes conflicting) community stakeholders to build consensus around shared goals and to solve problems in a collaborative way.

### **In the Community**

While we believe that these large meetings provide an opportunity for dialogue with a large number of residents, we understand that even well-attended meetings attract a small percentage of the total population, and we propose a variety of techniques for reaching this larger population.

We recommend bringing information to where people are already gathering – setting up a booth at the Public Libraries, or an information booth at the Natick and Framingham Farmer's Markets and events such as Natick's and Framingham's Summer Concerts on the Green helps to engage people who might not want to take time to attend a meeting or follow the project online. Displays at large employment centers within the Project Area (and perhaps at the Natick Mall and Shawmut World to engage visitors to the area) also will help to raise interest and elicit input.

### **Electronic Media**

At the same time, many people would like to follow the project online. We will set up a Project Website on which we will post all meeting announcements, presentations, meeting summaries and products, as well as Survey Monkey versions of the Public Meeting presentations and discussion questions, to encourage participation by those unable to attend the meeting. This website can be a stand-alone website, linked to the Towns' existing websites. The website will also allow people to send in comments.

#### ***Deliverables:***

- Meeting handouts, presentations, summaries
- On-line follow-up survey for those who can't attend meetings
- Display materials for key locations
- Project website development, maintenance and postings
- Log of comments from project website

### **Phase 3: Action Plans**

The goal of Phase 3 is to provide Natick and Framingham, the stakeholders and public officials with a clear description and illustration of the Preferred Vision developed in Phase 2 with before and after renderings, and the tools to realize the Preferred Vision.

#### **Implementation Strategy**

The Team will develop a preliminary implementation strategy for the towns to follow in order to induce new development/redevelopment based on the previous tasks and findings. This initial strategy, summarized in a matrix for each town, will identify responsible parties, timeframes and a range of potential costs associated with the plan. Using the development growth metrics from the build-out model, estimates of the broader fiscal impacts associated with the plan will be estimated, including potential new tax revenues and municipal service costs. The Implementation Strategy will include all of the recommendations outlined below.

#### **Land Use and Zoning Action Steps**

The CSS Team will provide the two towns with concrete recommendations for future changes to land use patterns consistent with the vision for the Golden Triangle study area. The implementation mechanism for these future changes will be a clear, concise, and consistent set of zoning changes

to ensure future development is consistent with the land use vision. The Team will work with towns to determine the preferred method of implementing zoning changes, either through to the base zoning districts, the creation of new underlying zoning, or a more comprehensive district. These recommendations will provide the basis for each town to write and adopt own zoning regulations, but ensure there is consistency across town boundaries to create a viable land use pattern and design theme.

**Deliverables:** A memo and maps outlining recommendations for the future use of key parcels in the study area and zoning recommendations highlighting changes that should be made to the zoning to support future development consistent with the overall vision.

#### **Economic Development Action Steps**

The CSS Team will review existing financial mechanisms available for incentivizing new development and redevelopment of existing properties and districts. Based on the build out analysis and findings, the Team will estimate the potential public and private investment that may be generated, and, based on the existing land use and building information, evaluate opportunities for public-private partnerships using available economic development tools such as District Improvement Financing (DIF) based on incremental increases in property values, I-Cubed funding for needed infrastructure based on new employment and sales taxes, as well as individual property-based incentives such as tax credits (Historic, HDIP, New Markets) and other tax abatement programs (TIF) or state and federal grant programs.

#### **Transportation and Non-transportation Infrastructure Improvements**

We will recommend non-transportation infrastructure improvements that are necessary to achieve the vision for the study area. The utility and technology needs will be identified based on the infrastructure capacities calculated in Phase 2 and the demands associated with the chosen development program. The project team will recommend public investments for infrastructure to achieve the development vision.

WSP | Parsons Brinckerhoff will provide input as to changes to policies and zoning that will assist the Towns in achieving their vision (ie. will a mixed use model require as many parking spaces? Will it reduce the number of vehicle trips?). The team will then provide input as to the Complete Streets vision for this area and whether the Complete Streets policies in each Town provide guidance to significantly change the modes used in this area and how those policies may need to be built upon to reach the vision for this area. In the event that new mixed use zoning and policies are expected to change the trip generation characteristics, recommendations will be provided as to how the trip modes will be evaluated for future projects and the anticipated mode split.

area. The expected incremental traffic demand of full build out will be determined for the potential development program (and any modified mode split and other trip rate factors) under the proposed zoning revisions.

Immediate and low cost interventions will be developed to improve the transportation and non-transportation conditions in order to achieve the vision.

*Deliverables:* A final report summarizing the findings and conclusions of this task, the implementation matrices described above, and before and after renderings.

## Expectations of Assistance and Services from the Towns

Our Approach and fee proposal are based on receiving the following information and assistance from the Towns:

- GIS information regarding land use, parcels, ownership, utilities, roadways, other infrastructure, building footprints, water bodies, natural resources, zoning, open space, conservation land, trails, curblines
- Financial documents for use in the review of fiscal impacts
- Assessors information, as well as copies of previous land use and zoning studies, and current development proposals and planning initiatives
- Economic development reports and studies
- Building permit data
- Traffic analysis data and reports
- Assistance with securing venues for Public Meetings in Phase 2A
- Assistance with identifying stakeholders including realtors and brokers in the area

## Natick 2030 Comprehensive Plan Schedule

Crosby | Schlessinger | Smallridge

December 22, 2016

TASKS	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17
Phase 1: Existing Conditions Analysis								
Phase 2: Build-Out Analysis - Long Term Vision								
Modeling Baseline								
Developing Alternative Scenarios								
Modeling Alternative Scenarios								
Analysis of Alternative Scenarios								
Summary Memo								
Selection of Preferred Vision								
Meetings								
Client Meetings								
Stakeholder Meetings (with public/quasi public organizations)								
Individual Stakeholder Meetings								
Phase 2A: Community Visioning Process								
Public Meetings								
Event Displays								
Social Media								
Website Maintenance								
Phase 3: Action Plans								

**ATTACHMENT C**  
**CERTIFICATE OF TAX COMPLIANCE**

Pursuant to Massachusetts General Laws (M.G.L.) c. 62C, §49A, I certify under the penalties of perjury that the Proposer named below has complied with all laws of the Commonwealth of Massachusetts pertaining to the payment of taxes, to the reporting of employees and contractors, and to the withholding and remitting of child support.

Crosby | Schlessinger | Smallridge LLC

Name of Proposer

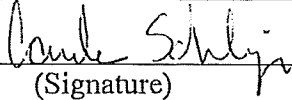
67 Batterymarch St. Boston, MA 02110

Address of Proposer

617-399-7000

Telephone Number

By:

  
(Signature)

Carole Schlessinger

Printed Name

Principal

Printed Title

12/21/16

Date

**ATTACHMENT D**  
**CONFLICT OF INTEREST CERTIFICATION**

The Proposer hereby certifies that:

1. The Proposer has not given, offered, or agreed to give any gift, contribution, or offer of employment or inducement for, or in connection with, the award of a Contract pursuant to this RFP.
2. No consultant to, or subcontractor for, the Proposer has given, offered, or agreed to give any gift, contribution, or offer of employment to the Proposer, or to any other person, corporation, or entity inducement for, or in connection with, the award to the consultant or subcontractor of a Contract to the Proposer.
3. No person, corporation, or other entity, other than a bona fide full time employee of the Proposer, has been retained or hired to solicit for or in any way assist the Proposer in obtaining a Contract pursuant to this RFP upon an agreement or understanding that such person, corporation or entity be paid a fee or other compensation contingent upon the award of a Contract to the Proposer.
4. The Proposer understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws (M.G.L.), applies to the Proposer and its officers, employees, agents, subcontractors, and affiliated entities with respect to the transaction outlined in the Request for Proposal.
5. The Proposer understands that the Proposer and its officers, employees, agents, subcontractors, affiliated entities, 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.

Crosby | Schlessinger | Smallridge LLC

Name of Proposer

67 Batterymarch St. Boston, MA 02110

Address of Proposer

617-399-7000

Telephone Number

By:

(Signature)

Carole Schlessinger

Printed Name

Principal

Printed Title

12/21/16

Date

ATTACHMENT E  
**CERTIFICATE OF CORPORATE PROPOSER**

I, Deneen Crosby <sup>President</sup>, certify that I am the ~~Clerk~~ of the Corporation named as Proposer in the attached Proposal Form; that Carole Schlessinger, who signed said Proposal on behalf of the Proposer was then Principal of said Corporation and was duly authorized to sign said Proposal Form; and that I know his/her signature thereto is genuine.

(Corporate Seal)

Crosby | Schlessinger | Smallridge LLC

Name of Proposer

67 Batterymarch St. Boston, MA 02110

Address of Proposer

617-399-7000

Telephone Number

By: 

(Signature)

Deneen Crosby

Printed Name

Principal

Printed Title

12/21/16

Date

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

**ATTACHMENT F**  
**CERTIFICATE OF COMPLIANCE WITH M.G.L. c. 151B**

The Proposer 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 therein. The Proposer also hereby certifies that it shall comply with any and all applicable Supplier Diversity Office (SDO) thresholds that have been established in conjunction with this Request for Proposals.

Crosby | Schlessinger | Smallridge LLC

Name of Proposer

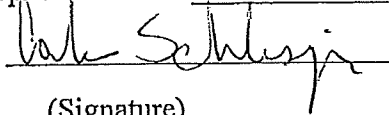
67 Batterymarch St., Boston, MA 02110

Address of Proposer

617-399-7000

Telephone Number

By:



(Signature)

Carole Schlessinger

Printed Name

Principal

Printed Title

12/21/16

Date

ATTACHMENT G  
**CERTIFICATE OF NON-DEBARMENT**

The Proposer hereby certifies that it is presently not debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, and that, should any proceeding arise in which it is debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, the Proposer shall inform the Towns within one (1) business day of such debarment, suspension, or prohibition from practice.

Crosby | Schlessinger | Smallridge LLC

Name of Proposer

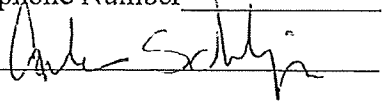
37 Batterymarch St., Boston MA 02110

Address of Proposer

517-399-7000

Telephone Number

By:



(Signature)

Carole Schlessinger

Printed Name

Principal

Printed Title

12/21/16

Date



# CERTIFICATE OF LIABILITY INSURANCE

CROSB-1

DATE  
09

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), A REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Poole Professional Ltd. 107 Audubon Rd. #2, Ste. 305 Wakefield, MA 01880 Lisa Lattuga		<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> 781-245-5400 <b>FAX (A/C, No):</b> 781-245-5400 <b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> Crosby Schlessinger & Smallridge, LLC 67 Battery March St., 2nd Floor Boston, MA 02110		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Continental Casualty Company	
		<b>INSURER B:</b> Travelers Casualty and Surety	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICIES INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			6020662151	10/01/2016	10/01/2017	EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			6020662151	10/01/2016	10/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6020662179	10/01/2016	10/01/2017	EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	620662165	10/01/2016	10/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Archs & Engrs Professional Liab			105345135	10/01/2016	10/01/2017	Per Claim Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

<b>For Proposal Use Only</b>	<b>PROPO-1</b>
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED THE EXPIRATION DATE THEREOF, NOTICE WILL BE GIVEN IN ACCORDANCE WITH THE POLICY PROVISIONS.
<b>AUTHORIZED REPRESENTATIVE</b> 	

CROSBY | SCHLESSINGER | SMALLRIDGE LLC

**H.H. Smallridge**  
Principal-in-Charge

**Carole Schlessinger**  
Project Manager

**Landscape Architecture,  
Planning, and Urban Design**

Crosby | Schlessinger |  
Smallridge LLC  
(WBE)

**H.H. Smallridge**  
Principal-in-Charge  
Lead Urban Designer

**Carole Schlessinger**  
Project Manager  
Lead Planner

**Deneen Crosby, RLA**  
Principal-in-Charge of  
Landscape Architecture

**Cullen Meves, RLA, LEED Green**  
Planner/Landscape Architect

**Haipeng Zhu**  
Urban and Landscape Architectural  
Designer

**Emily Milliman, LEED Green**  
Graphic and Landscape Architectural  
Designer

**Market & Financial Analysis, Land  
Use Planning, Zoning**

RKG Associates Inc.

**Craig Seymour**  
President & Managing Principal

**Judi Barrett**  
Director of Municipal Services

**Lawrence Cranor, Jr.**  
Senior Project Manager

**Eric Halvorsen, AICP**  
Senior Project Analyst

**Civil Engineering, Transportation,  
and Environmental Planning**

WSP | Parsons Brinckerhoff

**Jennifer Conley, PE, PTOE**  
Project Manager  
Transportation and Infrastructure Task Lead

**Andy Boyd, PE**  
Civil Engineering Leader

**Andrew Smith, AICP**  
Transportation Planner/GIS Analyst

**Jean Hartnett, PE**  
Civil Engineer

**Annabelle Dally**  
Traffic Engineer

**Sushma Srinivas, PHD**  
Traffic Engineer

- Gateway Park and Downtown Theatre District Master Plans in Worcester, MA
- Lawrence Manchester Rail Corridor Master Plan in Lawrence, MA
- The Acre Urban Renewal Plan and Tanner Street Area-Wide Plan in Lowell, MA
- Mill District Master Plan in Biddeford, ME
- Commercial Triangle Redevelopment Master Plan in Everett, MA
- Smart Growth Downtown TOD Plan in New Rochelle, NY
- Everett Avenue Urban Renewal Plan in Transitional Areas Study in Chelsea, MA
- South Central Louisville Development Coordination Plan, Louisville, KY
- TOD Plans for the CTfastrak Bus Rapid Transit Line in Hartford, West Hartford, Newington New Britain, CT.
- Cushing Hospital Reuse Master Plan in Framingham, MA

Skip Smallridge - Role: Principal in Charge/Lead Urban Designer. Skip will be responsible for overall quality control, and will take the lead responsibility for supervising all urban design including identifying future growth areas, and determining capacity and future build-out, planning; and connections. Skip will also take a key role in the visioning process. Relevant work products include:

- Natick 2030+ Comprehensive Plan, Natick, MA
- Morse Road Market Study and Redevelopment Plan, Columbus, OH
- South Central Louisville Development Coordination Plan, Louisville, KY
- Roslindale, Hyde Park and Columbia Point Master Plans and the Sullivan Square Parcel Division Plan in Boston, MA
- Warrensville/Van Aken Commercial District Redevelopment in Shaker Heights, OH
- Gateway Park and Downtown Theatre District Master Plans in Worcester, MA
- The Acre Urban Renewal Plan and Tanner Street Area-Wide Plan in Lowell, MA
- Mill District Master Plan in Biddeford, ME
- Commercial Triangle Redevelopment Plan in Everett, MA
- Smart Growth Downtown TOD Plan in New Rochelle, NY
- Everett Avenue Urban Renewal Plan in Transitional Areas Study in Chelsea, MA

- TOD Plans for the CTfastrak Bus Rapid Transit Line in Hartford, West Hartford, Newington and New Britain, CT.
- North End Master Plan in Newport, RI

**Deneen Crosby Role: Principal for Landscape Architecture.** Deneen will oversee issues related to accessibility, open space and streetscape. She oversees all of CSS's Landscape Architecture projects and serves as Principal in Charge of Landscape Architecture for all of CSS's Master Plans. Relevant work products include:

- Davis Square Streetscape and Infrastructure Design in Somerville, MA
- Audubon Circle and Boylston Street Design in Boston, MA
- Columbia Point Master Plan and Mt. Vernon Street Design in Boston, MA
- Neponset River Master Plan and Final Design in Boston and Milton, MA

**Cullen Meves Role: Urban Planner/Landscape Architect.** Cullen will be a senior planner and landscape architect on the project, lending experience in planning, GIS analysis, data communication and visualization design, and sustainability issues. Cullen has over 8 years of combined experience in planning and landscape architectural design. Relevant work products include:

- Natick 2030+ Comprehensive Plan, Natick, MA
- Warrensville/Van Aken Commercial District Redevelopment in Shaker Heights, OH
- Lawrence Manchester Rail Corridor Master Plan in Lawrence, MA
- Neponset River Parks and Multi-Use Trail Final Design in Boston and Milton, MA

**Haipeng Zhu Role: Urban Designer/Landscape Architect.** Haipeng will be a contributing urban designer and landscape architect on the project, lending experience in site planning and streetscape/open space design. Relevant work products include:

- Sullivan Square Parcel Disposition Plan in Boston, MA
- Commercial Triangle Redevelopment Plan in Everett, MA
- Smart Growth Downtown TOD Plan in New Rochelle, NY
- Mt. Vernon Street Design on Columbia Point in Boston, MA

**Emily Milliman Role: Graphic/Landscape Designer.** Emily will be a contributing graphic and landscape architectural designer. Emily has experience in open space and streetscape design in addition to logo and presentation design. Relevant work products include:

- Natick 2030+ Comprehensive Plan, Natick, MA
- Lawrence Manchester Rail Corridor Master Plan in Lawrence, MA
- Morrissey Boulevard, Boston, MA
- Mt. Vernon Street Design on Columbia Point in Boston, MA

### **RKG Associates, Inc.**

**Craig Seymour Role:** Market Analysis Task Lead. Overall management of the market analysis including staff supervision, development of research and analytics, oversight of findings, presentation of materials, as well as technical memos and reporting. Relevant work products include

- Indian Orchard Market Analysis, Springfield
- Economic Development Plan, Lynn, MA
- Housing Market Research, Providence, RI
- Market Analysis, Quincy, MA

**Judi Barrett Role:** Economic Development, Housing, Facilities and Services, Zoning, and F Impact Analysis Lead. Oversight of the elements listed above, including staff supervision, development of research and analytics, oversight of findings, presentation of materials, as well as technical memos and reporting. Relevant work products include:

- Natick 2030+ Master Plan
- Braintree Rezoning, Braintree, MA
- Northfield Rezoning, Northfield, MA
- Fiscal Impact Analysis, Sudbury, MA
- Groton Master Plan, Groton, MA

**Eric Halvorsen Role:** Senior Project Analyst. Support for the economic development, land use and zoning elements of the project. Responsible for data analysis, interviews, producing existing conditions analysis and written documents, developing a build-out analysis for existing and future scenarios, and producing materials for public meetings. Relevant work products include:

- Natick 2030+ Master Plan
- Downtown Framingham TOD Study, Framingham, MA

- 9/90 Tech Park Market Assessment, Framingham, MA
- Somerville Inclusionary Zoning Analysis, Somerville, MA

Larry Cranor Role: Senior Project Manager. Support for the market analysis and build-out elements of the project. Responsible for data analysis, interviews, producing existing conditions analysis and written documents, drafting recommendations. Relevant work products include:

- Indian Orchard Market Analysis, Springfield, MA
- Housing Market Research, North Andover, MA
- Downtown Redevelopment Strategies, Hyannis, MA
- Retail Market Studies, West Hartford, CT

## **WSP | Parsons Brinckerhoff**

Jennifer Conley Role: Transportation and Infrastructure Task Lead. Overall management of transportation and infrastructure tasks, including staff supervision, development of work plan, oversight of alternatives development and analysis, and presentation of analysis, findings, and recommendations, in public presentations as well as technical memos and final reporting. Quality assurance and quality control of team members' work. Relevant work product for Jennifer:

- Natick 2030+ Transportation Presentation Materials

Andrew Boyd Role: Civil Engineering Lead. Oversight of design and infrastructure evaluation tasks, including any roadway design, and assessment of existing utilities and evaluation of the utilities in light of two to three land use development alternatives. Quality assurance and quality control of team members' work. Relevant work product for Andy:

- Allston Interchange Improvements.

Andrew Smith Role: Transportation Planner and GIS Analyst. Transportation planning support and GIS mapping and analysis, including compilation of GIS data, geospatial analysis, and complete streets conceptual design. Relevant work product for Andrew:

- Route 7 Corridor Study.

Jean Hartnett Project Role: Civil Engineer. Civil engineering, roadway design, and evaluation of the utilities. Relevant work product for Jean:

- Allston Interchange Improvements.

## GOLDEN TRIANGLE PLANNING | *Personnel* STUDY

Sushma Srinivas and Annabelle Dally, Project Role: Traffic Engineers. Traffic engineering analysis, including compilation of existing traffic data, coordination of traffic data collection, analysis of traffic operations, determination of traffic improvements, and summary and presentation of Relevant work product:

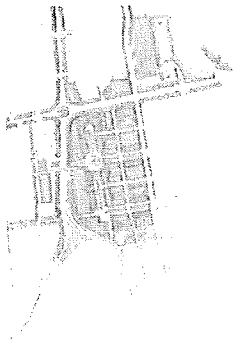
- Natick 2030+ Transportation Presentation Materials.

*The following describes our experience in the key components of this project (specific comparable project descriptions and status follow). More detailed project descriptions can be found in Section H of this proposal.*

#### **Lessons Learned from Similar Projects**

The project descriptions below summarize what have we learned from similar projects which have focused on one or more of these elements important to the Golden Triangle:

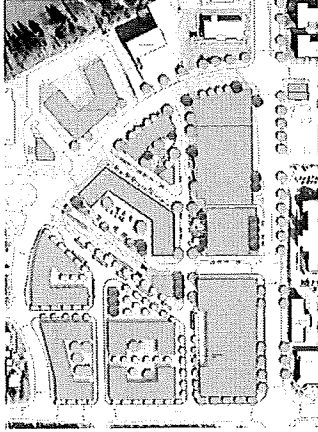
- Repositioning large commercial/mixed use districts
- Reconfiguring street grids and related highway interchanges
- Establishing infrastructure thresholds for new development based on the existing conditions, and determining the necessity for upgrade or new infrastructure based on alternative build-out scenarios.
- Working successfully with a diverse group of stakeholders in a large commercial district
- Forging agreement among stakeholders
- Enhancing or creating opportunities for modal choice and lessening dependence on the automobile - planning and designing Complete Streets
- Developing flexible phasing options for both private development and public infrastructure
- Planning and designing for both driver and pedestrian orientation: gateways, wayfinding and branding.



**North Newport Master Plan, Newport RI:** This project involved the relocation of a major highway ramp to create a very large development opportunity at the northern gateway to downtown Newport. But, the property owner, RIDOT, had little interest in development of the site; and the city, in concert with other state agencies, was unable to convince them otherwise. The lesson is to line your ducks up in advance of conducting a series of charrettes that hold out the promise of change to the surrounding neighborhoods.

Fortunately that is not currently the case in Massachusetts, and we know through our recent work on the I-90 Allston (Beacon Yards) Interchange redevelopment that there are open channels at MassDOT and in the Secretary of Transportation's office as well as at the Department of Housing and Economic Development. We would propose engaging them at the outset.

**Warrensville/Van Aken Commercial District, Shaker Heights OH:** CSS directed the urban design/land use planning phase in a series of three day long workshops developing a master plan for phas-

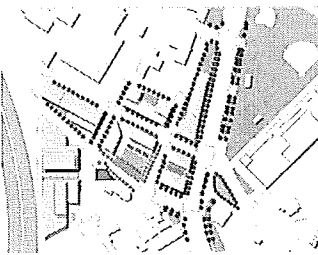


ing the redevelopment of a 1950s shopping center into a new mixed use district. The participants included RMS Investment Corporation, the developer; The City of Shaker Heights; The Greater Cleveland Regional Transit Authority; and Bialosky & Partners, the developer's architects.

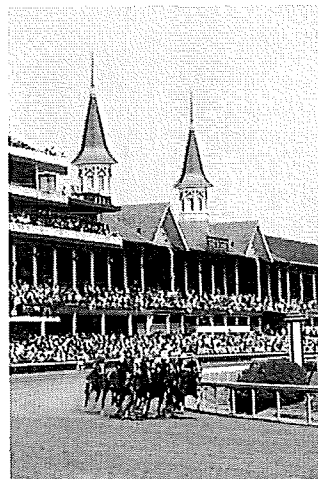
At issue was the balance between the developer's needs and those of the City and GCRTA. Initially, the three parties were on a different page, and the successful outcome brought all the participants together in support of a phasing scenario that used public funds to build some of the infrastructure needed to support the mixed use development and private funds to assist with phase two upgrades to GCRTA's Blue Line Station. The \$90 million, 7.5 acre first phase will be completed by the fall of 2017.



**Boynton Yards Master Plan, Somerville MA:** CSS worked with Parsons Brinckerhoff on this project to assess the infrastructure threshold and determine the necessary infrastructure investments required for several TOD scenarios. The TOD zoning allowed significant density increases and, while it was possible to quantify water, stormwater and electric upgrades, traffic was another matter. It was essential to sketch out a road system and test key intersections where cars and trucks would enter and exit the district. In the end, traffic became the constraint on density. We propose to do the same level of sketch planning for The Golden Triangle in Phase 2 of the project.



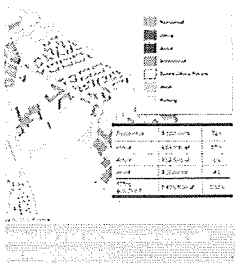
**Sullivan Square Master Plan, Boston MA:** One of the biggest challenges in Sullivan Square today and in any future development scenario is insuring pedestrian safety for those hearty souls venturing from the neighborhood to the MBTA Orange Line Station. Traffic through the Square is projected to increase; an important piece of the design is the strategic placement of new buildings farthest from the street with active ground floor uses along the most direct pedestrian route. This strategy puts the focus on the street, and it also puts drivers on notice that they are driving through a vital neighborhood and not just crossing through a highway interchange.



**South Central Louisville Development Coordination Plan, Louisville KY:** Working for the City of Louisville, CSS developed a master plan for a 15 square mile area that included a number of commercial and institutional stakeholders including Churchill Downs, The Kentucky Fair and Convention Center, Six Flags/Kentucky Kingdom Amusement Park, the Louisville International Airport, the University of Louisville, as well as several hotels and a variety of commercial centers. The plan focused on engaging the multiple stakeholders in discussions about the future of the district. In particular, the need for specific infrastructure improvements to support their long range expansion goals. We learned two things from this experience:

1. In approaching such a diverse group of business owners, it is useful to do a lot of homework to understand the needs and nuances of each specific entity. "Speaking their language" gained their confidence in the project.

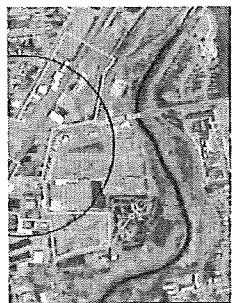
2. Although many of the individual business owners knew each other, they were anxious for news of each others' plans. We became a conduit for this information and, relaying only the news that was authorized, we brought information to the table and, as a consequence, had very open and informative conversations with all of the stakeholders.



**Columbia Point Master Plan, Boston MA:** This project area includes major commercial interests and institutions, a residential community and several on-going development projects. To engage all of the stakeholders and to place the multiple private development opportunities and public infrastructure projects in context, we developed a Master Schedule of implementation actions that detailed who was responsible, the funding source, the time frame, etc. - in effect, a blueprint for moving forward. Putting everything on one detailed matrix insured that everyone has the same information and it serves as a roadmap that can be updated as needed.

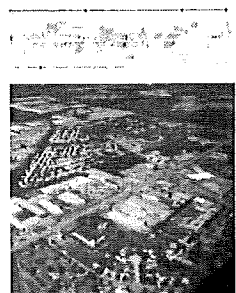


**Cleveland Innerbelt, Cleveland OH:** In this I-90 Interchange Redesign we designed two "gateways" to downtown Cleveland with thematic elements reflecting the districts that drivers are entering. The interchange landscaping was simplified and given a more urban character. The end result is a sense of entrance into an important place, an aid to wayfinding and the branding of the downtown and entertainment districts.

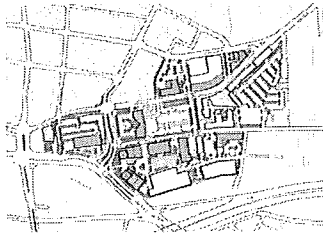


**Flatbush Master Plan, Hartford and West Hartford CT:** This prime development site adjacent to the new Hartford BRT Flatbush Station lies partially in the City of Hartford and partially within the Town of West Hartford. Working for the Capitol Region Council of Governments (CROG), we developed a presentation for a meeting of the members of the two planning boards and their staffs. Pointing out the disconnects in the zoning codes affecting a single, very large two-town parcel, we developed hypothetical build-out plans illustrating the value of zoning coordination.

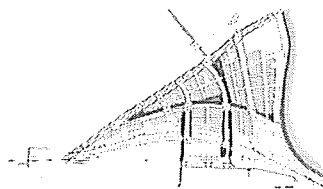
In a separate exercise for CROG, we developed a plan to keep a Walmart in operation while the surrounding area slowly morphed into a denser mixed use district. In the final phase, the Walmart became an "urban Walmart," fully integrated into a pedestrian-friendly street grid.



**Morse Road Repositioning, Columbus OH:** The lesson learned from this project is simple. We did build-out scenarios for a number of older strip malls, 1950s era office parks and one large (and largely vacant) enclosed mall. We recommended curb cut consolidation and wide landscaped sidewalks in front of the new, built-to-lot-line developments. The city and the neighborhood hated the look of the existing five mile long road, the "Morse Road Strip," and put forward a scheme for a wide landscaped mall which would severely restrict access to many properties. The lesson learned was to carefully balance the interest of residents with merchants and the importance of balancing aesthetics and access.

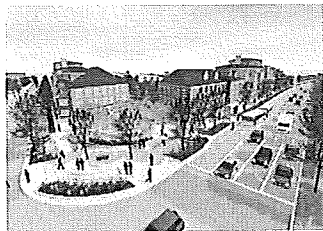


**Gateway Park Master Plan, Worcester MA:** This plan was the first of several that CSS has developed for the Worcester Business Development Corporation. In a district where potential new uses range from conventional housing, office and retail to large dormitories and laboratories for Worcester Polytechnic Institute, the guiding principle was to maintain maximum flexibility for the future by creating parcel geometries and sizes that could accommodate various use scenarios as the needs shift over a 10 to 20 year period. The other lesson was the benefit of a first phase shared parking garage; this was useful in keeping the development parcels large and flexible.

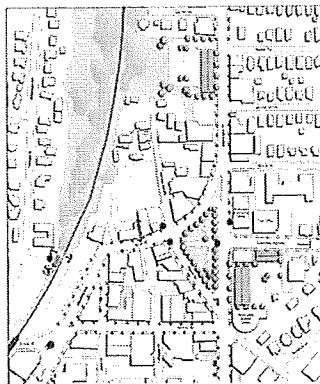


**Beacon Yards, Allston MA:** There are many planning and design lessons to be taken from this MassDOT project, but there is one overwhelming take away. When a MassDOT project is all about economic development, transit and livable communities, it's important to engage all of the appropriate state agencies in the planning process from the beginning. And, if (as in the case of Beacon Yards and the Golden Triangle) the project is mostly about the non-highway but can influence a MassDOT project, MassDOT should be involved in the planning process as a stakeholder to help ensure their continued buy-in.

#### Preparing Master Plans with Complex Urban Planning and Development Issues



CSS Principals have a long history of preparing successfully implemented Visioning Projects, Plans and development studies, along with recommendations for infrastructure improvements, sustainable land use codes, including zoning and design guidelines. These projects have included work on land use, zoning, urban design and placemaking and civic engagement. CSS's planning and design work focuses on mature and historic cities and towns and includes a number of neighborhood, downtown, district and riverfront master plans in cities and towns with project areas ranging from residential and mixed-use residential/commercial neighborhoods to downtowns/town centers to underutilized industrial areas – the mix of district types found throughout Natick.



CSS principals have developed mixed-use master plans for Columbia Point, Roslindale, Hyattsville and Sullivan Square in Boston; the Downtown Theatre District, Medical Area, Washington Square, Union Station and Gateway Park in Worcester, MA; the Commercial Triangle in Everett, MA; the downtown Mill District in Biddeford, ME; the Acre and the Tanner Street District in Lowell, MA; the Everett Avenue Urban Renewal District and a planning and design study to create five high-density, mixed use districts in underutilized transitional areas between industrial and residential districts in Chelsea; Newport Rhode Island's North End Master Plan; and Transit Oriented Development Master Plans for the 1/2 mile area around the Downtown New Rochelle Amtrak/Metro Station; for 9 stations along the Hartford-New Britain Busway (CTfastrak) - including downtown Hartford Union Station and downtown New Britain), Day Hill Road in Windsor, and New London for the Warrensville Van Aken Commercial District in Shaker Heights, OH; for the Cleveland downtown West Side Transit Center in the Warehouse District; at stations along a light rail line for

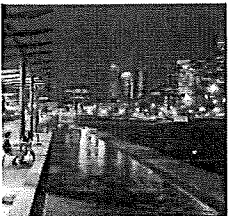
Cleveland, OH Blue Line Extension; for the downtown intermodal center in Minneapolis, MN; for seven suburban transit stations on a proposed light rail corridor for the Columbus, OH North Corridor project; for the downtown district in Trenton, NJ; and for eight station sites on the proposed Cleveland West Shore Commuter Rail Line.

All of the CSS Master Plans described previously, and many of our design projects, have involved reaching a balance between sometimes competing goals such as the desire by some community residents for greater parking requirements with the desire by others for a more active commercial district and increased housing opportunities through denser mixed-use development around transit stations or the desire for more open space.

Our strong record of successfully implemented plans is illustrated in the project progress noted at the end of this section. For all of these projects, we worked with advisory committees, assessed development potential, analyzed alternative development scenarios and developed implementation recommendations including design guidelines, zoning changes, infrastructure improvements, public policy initiatives, phasing plans and funding strategies.

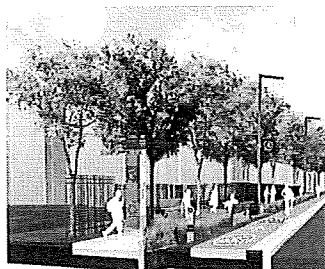
These projects involved multi-disciplinary teams on which CSS principals provided management and oversight of engineering, real estate and other specialized sub-consultants. Because CSS is an integrated practice offering services in planning, urban design and landscape architecture, working in interdisciplinary collaborative teams not only comes naturally to us, but is a practice deliberately embedded in the firms' approach to every project. We also have extensive experience leading and integrating diverse teams to achieve our clients' planning objectives, meet budget requirements, and provide innovative solutions.

#### **Placemaking, Streetscape, and Open Space Planning and Park Design**



We understand the importance of Placemaking, particularly when revitalizing an urban district that has either little identity or a less than positive image. CSS's placemaking experience encompasses incorporating placemaking principles into our Master Plans as well as our design of urban parks, plazas and streetscapes - developing an identity and "A Place" through branding, amenities, land use mix and design. For the Biddeford Maine Mill District, a collection of 2,000,000 square feet of underutilized industrial space which hid the beautiful falls of the Saco River from the adjacent downtown, CSS developed a mixed-use master plan with a series of paths and plazas connecting the downtown to the riverfront, creating a beautiful and inviting Place that has become a successful mix of residential, office and light manufacturing uses with a new pedestrian bridge crossing the river to the adjacent rail station.

## GOLDEN TRIANGLE PLANNING | *Qualifications and Experience* STUDY

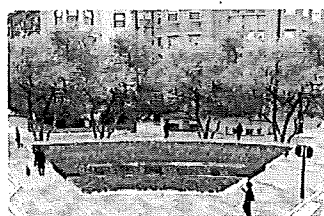


CSS's experience in planning and designing "Complete Street" streetscapes includes the reconstruction of Congress and Summer Streets as part of the City of Boston's Crossroads Initiative (this project is located within the Fort Point Landmark District), Downtown Crossing (a significant cultural district in downtown Boston and the City's primary commercial district), Boylston Street (a site of significant new development corridor and connector of two sections of the historic Emerald Necklace parklands), Audubon Circle (an historic site at the intersection of Park Drive and B Street in Boston); Mount Vernon on Columbia Point and Melnea Cass Boulevard. CSS also planned and designed streetscape projects for the communities of Cambridge and Medford and Greenwich, Hartford, West Hartford, New Britain and Newington, CT; and in conjunction with developing revitalization/TOD plans.

Our open space design experience includes preparing Master Plans and subsequent final design plans for DCR's Neponset and Mystic River Reservations, as well as Master Plans for the Nahant Beach and Walden Pond Reservations and the Fairmount Corridor Greenway. CSS designed North End Parks over the depressed Central Artery as well as over 100 built park, playground and schoolyards in the Boston metropolitan area.

CSS principals have prepared a number of greenway/multi-use path master plans and final designs, including the Davis Square to Alewife Linear Park over the MBTA red line in Cambridge and Somerville, the Casey Arborway Project in Boston, and the Fenway Multi-Use Path connecting the river portion of the Emerald Necklace to the Yawkey Commuter Rail Station which includes construction of an abandoned CSX rail right of way; master plans for the Hoosic River in North Andover, MA; the Neponset River in Boston and Milton, MA; Mystic River in Boston, Medford, Arlington, Somerville and Everett, MA; the Saco River in Biddeford, ME; the Byram River in Greenwich, CT; the Connecticut River in Windsor, VT; and master plans for Mount Vernon Beach along the Charles River in Cambridge, MA and for the Reuse of the Canton Airport Site in Canton, MA. Key components of all of these plans have included increased public access to river corridors and regional trails and enhanced connections to other cultural, historic and natural resources, as well as pedestrian bridges, parks, playgrounds, performance spaces and other elements.

### **Livability Principles and Sustainability**

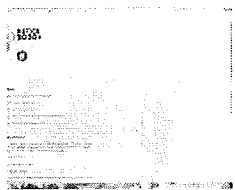
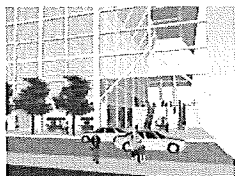
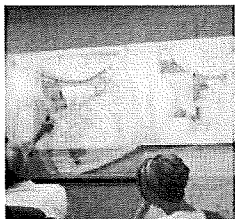


The planning, urban design, and civic engagement processes must address today's social and economic needs, while also fulfilling a broader obligation to pass on livable communities for and a healthy environment to future generations. CSS Principals have incorporated livability and sustainability principles into our land use, transportation and open space plans for over 30 years. Our master plans contain recommendations for supporting and enhancing the existing corridors; strengthening residential neighborhoods; increasing opportunities for non-auto travel;

portation modes including transit, bicycle and pedestrian; and increasing the supply of affordable and family-friendly housing. Our Columbia Point Master Plan was the first master plan for which the Boston Redevelopment Authority performed a LEED-ND preliminary assessment. The assessment indicated that the developments recommended and illustrated in the development can achieve LEED Gold.

CSS's LEED certified designers incorporate sustainability components into our streetscape and park designs, including designing one of Boston's first streetscape projects to incorporate a range of alternative stormwater treatment systems as part of our "Complete Streets" streetscape design for Audubon Circle.

#### **Public Outreach and Developing Graphics to Generate Enthusiasm and Convey Complex Concepts**



The CSS team has significant experience in organizing and facilitating community involvement programs and community visioning. All of CSS's planning and design projects involve public process and CSS principals are adept at organizing and facilitating public meetings and preparing presentation materials. Our projects have included meetings ranging in format from all day workshops to open houses to focused presentations with break-out groups to more formal public meetings with presentations followed by questions and comments, as well as Advisory Committees, stakeholder meetings and project websites. We strongly believe that this sort of collaboration results in both a better plan and a plan that has much stronger community support - support that is crucial to the implementation of any plan.

In a world that is becoming more visually sophisticated every year, it is our obligation to communicate with the most legible and understandable and compelling images possible. Our guiding principle is to develop graphics and employ compelling photographs as visual analogs to make it as real as possible. The key is finding and creating images that resonate with the residential, business and political communities.

More innovative techniques are being developed every year; the key is to make it real, engage the community and ensure that no one leaves a meeting with any reservations or doubts about authenticity. We also understand the growing importance of reaching out to people via electronic and social media, and are adept at utilizing these media to keep residents and other interested stakeholders up to date and involved in planning and design projects.

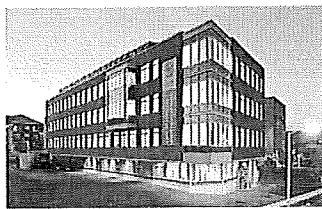
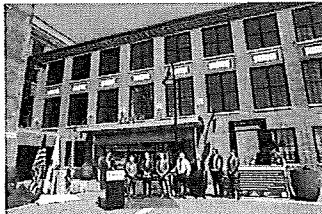
#### **Public Sector Clients**

CSS principals have always been committed to working in the public realm and over 90% of our work has been for public agencies and community based organizations. Locally, our public clients

have included the municipalities of Natick, Boston, Chelsea, Cambridge, Somerville, Medford, Everett, Lowell, Lawrence, Needham, North Adams and Worcester, as well as the MA Department of Conservation and Recreation, the MBTA and MassDOT. As will be true for the Golden Triangle, the state agencies listed above, as well as the Metropolitan Area Planning Council, CTPS, and potentially Housing and Economic Development, have been stakeholders and actively involved in a number of our projects for which municipalities have been the clients.

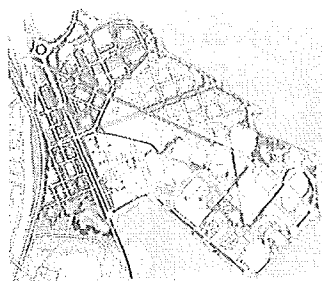
#### History of Similar Consulting Services Provided

The projects described below are included in our more detailed project descriptions later in this proposal. Some were described briefly in Lessons Learned. *Our strong record of successfully implemented plans is illustrated in the project progress noted in the descriptions on the following pages.*



- Gateway Park Master Plan, Worcester, MA

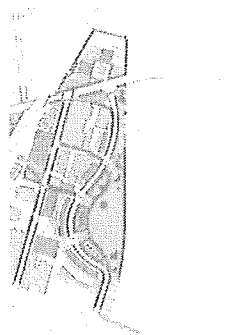
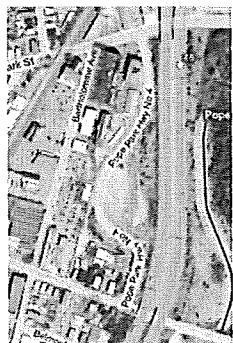
CSS Principals developed a master plan for a 55-acre brownfields area adjacent to downtown Worcester. The project involved market analysis; site assessment; evaluation of alternative development scenarios for office, restaurant, hotel and residential uses; and development of a zoning district, design guidelines, infrastructure improvement recommendations and a plan for the preferred alternative. **Status:** Land acquisition and environmental clean up using EPA brownfields grants; a new 125,000 bio-medical building, roadway improvements and a car parking garage opened in 2007 using a federal EDA grant for the parking garage and funding for infrastructure improvements. In March 2010, the Massachusetts Life Sciences Board of Directors awarded a \$6.6 million grant to Worcester Polytechnic Institute (WPI) to support the next phase of life sciences related development at Gateway Park in Worcester. The project leveraged \$25 million in private investment for the development of a new 80,000 square foot life sciences facility that created 120 construction jobs and an estimated 142 new permanent jobs at completion. A new private development of 67 units of mixed-income housing with ground-floor retail space was completed, and WPI recently completed a new residential building for graduate students. The Project was the winner of 2007 Phoenix Award for excellence in brownfield development.



- Columbia Point Master Plan, Boston, MA

CSS developed a Master Plan for this mixed-use TOD district on Boston's waterfront. The area encompasses several large parcels planned for mixed use redevelopment, in addition to an air rights parcel over an MBTA Red Line/Commuter Rail station and a number of institutions including the JFK Library and Museum, the University of Massachusetts Boston Campus and the Massachusetts State Archives. The Master Plan provides an overall vision and development plan for the project area, recommended infrastructure improvements, including a detailed corridor study.

plan to connect all of the uses to the station, the waterfront and the adjacent residential neighborhoods. The BRA's preliminary LEED-ND indicated that the developments recommended and illustrated in the development can achieve LEED Gold. **Status:** The plan has been adopted by the Boston Redevelopment Authority, a new residential building has been constructed, and one of the major landowners is moving forward with a mixed-use development. Design of the recommended improvements to Mt. Vernon Street and Morrissey Boulevard, the two major connector roads through the district, is underway (CSS is providing Landscape Architecture services).

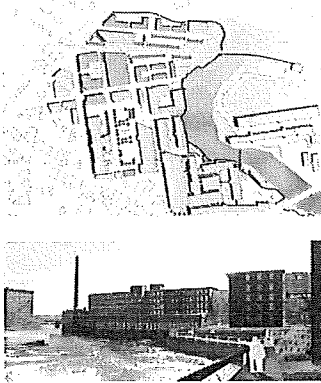


- Hartford Busway Station Area Planning, Hartford, New Britain, Newington & West Hartford, CT

CSS assessed the development potential for twelve station areas on the Hartford-New Britain Busway. The station areas in the four towns vary greatly, and include downtown Hartford and New Britain, as well as residential neighborhoods and both active and underutilized commercial and industrial districts. The final plans include illustrations of development opportunities, as well as recommendations for new parks and plazas, and roadway and streetscape improvements. The implementation strategy includes proposed zoning changes, design guidelines and funding and phasing strategies. The Study included meeting regularly with a Municipal Advisory Committee in each of the four municipalities, as well as a series of public meetings in each of the communities. CSS currently has an On-Call Contract to support the Hartford Capitol Region Council of Governments and the four municipalities in implementation of Busway TOD. **Status:** The final plans were adopted by the four communities and incorporated into their Plans of Conservation and Development. Implementation of the New Britain Downtown Plan is underway. In New Britain, a new police station with ground floor retail has been developed on a prominent corner and the former police station site is available for redevelopment. The Town of Newington has completed phases I, II and III of the Environmental Site Assessment and prepared a Remedial Action Plan for a town-owned 4-acre site adjacent to the Cedar North station, using EPA brownfields grants and \$15,000 from Capitol Region Council of Governments. The site has been designated as a TOD Incentive Housing Zone site in the Town's Plan of Conservation & Development.

- Everett Avenue Urban Renewal Plan, Chelsea MA

The plan, commissioned by the Chelsea Department of Planning and Development, focused on the revitalization of an underused brownfields area into an active commercial, residential and light industrial district adjacent to a commuter rail station. Roadway and streetscape improvements and active groundfloor uses were introduced to create a dynamic, pedestrian-friendly environment. **Status:** Development resulting from the plan included construction of two hotels, rehabilitation of a vacant 110,000 square foot industrial building into R & D space, two new office buildings, and a 230 unit residential project. A second phase of the residential development is under construction. CSS recently provided peer review services on a 692 unit residential and retail development which has been approved.



- Mill District Master Plan, Biddeford, ME

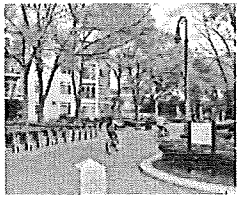
CSS developed the mixed-use Master Plan for the 50-acre Biddeford Mill District located at the falls of the Saco River in southern Maine adjacent to the Saco/Biddeford Downeaster Station. The plan includes the re-use of two million square feet in existing 19th century mill buildings, the redevelopment of 20 acres of underutilized parcels, the development of a riverwalk and open space system, an infrastructure plan, a strategy for parking and transit, design and streetscape guidelines and an implementation and funding strategy. Proposed uses include residential, commercial, arts and entertainment, open space, and light industrial. The plan was developed to ensure that the Mill District complements and seamlessly connects to downtown Biddeford.

**Status:** To date, implementation has included the rehabilitation of an historic mill building into units of workforce housing (the project was awarded \$6.2 million in tax credit exchange and \$1 million state historic tax credit); construction of the first phase of the Riverwalk and a pedestrian bridge across the river to the station; and the rehabilitation of another mill building for 81 units of housing, a restaurant, office space and light industrial/artisan space. Plans to convert another mill building to 96 apartments, an 81-room hotel and two restaurants were recently approved by the Planning Board.



- Acre Neighborhood Urban Renewal Plan, Lowell, MA

CSS Principals developed a revitalization strategy for a 113-acre area in The Acre, Lowell's historic neighborhood. The master plan for this 113-acre neighborhood creates two mixed-use spaces with ground floor retail and upper level residential use to provide retail and restaurant space for neighborhood residents and visitors to the American Textile Museum and adjacent historic canal sites. The plan creates a lively residential district with opportunities for economic development. The final revitalization strategy involved land use and zoning recommendations, design guidelines, housing and commercial development initiatives, infrastructure improvements and limited property acquisitions. **Status:** City adoption and DHCD approval of the Urban Renewal Plan; design and construction of streetscape improvements and development of new housing and open space; construction of a new middle school and 51 residential units and creation of new permanent jobs. To date, every \$1 in public funding has resulted in \$4 of private investment for a total of \$40 million of private investment in the area. Numerous partnerships were essential to the successful implementation of the Acre Plan, which is leveraging private investment cooperation, City commitments, Federal and State grants, and non-profit efforts in transforming the Acre into a safe, inviting, and liveable neighborhood.



- Davis Alewife Linear Park, Cambridge & Somerville, MA

CSS Principal Deneen Crosby designed this mile long linear park constructed over the tunnel connecting two major rapid transit stations on the MBTA Red Line. In addition to providing passive and active recreational and leisure space, the park provides pedestrian and bicycle pathways to the subway stations and to the business districts at Davis Square and Massachusetts Avenue.

**Status:** The park has been open for 30 years, and, in addition to providing valuable open space and pedestrian/bicycle connections, has served as a catalyst for a number of adjacent residential and commercial developments.

**Key Personnel (All of the CSS personnel assigned to the Golden Triangle Planning Study have been actively involved in the Natick 2030+ Master Plan).**

Carole Schlessinger, Project Manager and Principal in Charge of Planning. Carole will manage the day to day activities of the project team and client contact, as well as participate in the planning and community outreach task, and preparation of final products. Carole has over 35 years of experience in urban planning, managing large multi-disciplinary teams and overseeing extensive community outreach efforts. She has been the Principal in Charge and/or Project Manager for the Roslindale, Hyde Park and Columbia Point Master Plans and the Sullivan Square Parcel Disposition Plan in Boston, as well for successfully implemented Master Plans for Gateway Park, Downtown Theatre District, Downtown Medical Area and Union Station/Washington Square in Worcester; Lowell and Chelsea, MA; New Rochelle, NY; Greenwich, CT; Biddeford, ME and Windsor, VT. Carole managed the preparation of riverfront masterplans for the Mystic and Neponset Rivers in the Boston metropolitan area and the development of the Fairmount Greenway Master Plan through Dorchester, Mattapan and Hyde Park. She also managed the preparation of Urban Renewal Plans in Lowell, Chelsea and Westfield, MA and was Deputy Project Manager for TOD Plans for 12 stations along the CTfastrak Bus Rapid Transit Line in Hartford, West Hartford, Newington and New Britain, CT. She is currently Project Manager for the Commercial Triangle Master Plan in Everett, MA and the Lawrence Manchester Rail Corridor Area-Wide Plan in Lawrence, MA.

Skip Smallridge, Principal in Charge/Lead Urban Designer. Skip will be responsible for overall quality control, and will take the lead responsibility for supervising all urban design tasks, including identifying future growth areas, and determining capacity and future build-out, placemaking; and connections. Skip will also take a key role in Community Outreach and Education. Skip was Principal in Charge and/or Principal for Urban Design for the Columbia Point, Hyde Park, Sullivan Square and Roslindale Master Plans in Boston; the Warrensville/Van Aken Commercial District Plan in Shaker Heights, OH; the Downtown Theatre District, Washington Square/Union Station and Gateway Park Master Plans in Worcester, MA; the Downtown New Rochelle TOD Plan; the Biddeford, ME Mill District Master Plan; the North End Master Plan in Newport, RI; the Garden Street and Church-Division

TOD projects in New Rochelle, NY and for TOD projects in Hartford, New Britain, Newington, Hartford and New London, CT; Cleveland and Columbus, OH; Minneapolis, MN; and Trenton, NJ. He has taught and lectured extensively at regional universities and at national conferences focused on transit oriented development.

**Deneen Crosby, Principal for Landscape Architecture.** Deneen will oversee issues related to accessibility, open space and streetscape. She oversees all of CSS's Landscape Architecture projects and serves as Principal in Charge of Landscape Architecture for all of CSS's Master Plans. Deneen is currently Principal in Charge for the Congress and Summer Streets Crossroads Project and Principal in Charge for the Boylston Street/Audubon Circle, Commonwealth Avenue, Mount Vernon Street, Casey Overpass Roadway Reconstruction Projects and Morrissey Boulevard and Central Artery tunnel ramps projects in Boston; as well as the Davis Square Streetscape Design in Somerville, MA; and the Neponset River Greenway in Boston and Milton, MA. Her experience includes the design of over 100 built park, playgrounds and schoolyards in the Boston metropolitan area including the North End Parks on the Rose Kennedy Greenway. Deneen has served on the Executive Civic Design Commission since 2009.

**Cullen Meves, Urban Planner/Landscape Architect.** Cullen will be a contributing planner and landscape architect on the project, lending experience in planning, data communication and vision design, and sustainability issues. Cullen has over 8 years of combined experience in planning and landscape architectural design. Currently she is a contributing planner to the Nantasket Reservation Master Plan and project landscape architect for the Neponset River Greenway for the MA Department of Conservation and Recreation. In her previous position with the Windham Regional Commission in Vermont, Cullen managed the comprehensive regional plan update as well as the Regional Transportation Plan update. While serving in this capacity, she also organized and led regular public meetings and information workshops throughout southern Vermont, interfaced regularly with state agencies across New England. Cullen is currently a lecturer at Northeastern University's Sustainable Urban Environments Graduate Program where her courses cover topics on regional network synergies, urban resilience strategies, and data driven metrics, visualization and conveyance. Previous research pursuits included the adoption of e-participation tools in the public sector, and her graduate thesis examined the absorption levels and rates of broad scale e-participation platforms by public planning agencies.

#### **RKG Associates, Inc.**

RKG Associates, Inc. (RKG) is a full-service planning, economic, and real estate consulting firm with offices in Dover, NH, Quincy, MA, Alexandria, VA, and Atlanta, GA. Founded in 1981, RKG has successfully completed more than two thousand consulting projects regionally, nationally, and internationally, providing a comprehensive range of market research, economic, planning, and financial

feasibility services to government, business, and institutional clients. RKG has grown to become one of the most well-respected market, economic, and real estate advisory consulting firms in the United States. They specialize in applying economic and market analysis to economic development, real estate development, and financing issues in order to attract private investment and create jobs. The company has conducted numerous commercial market analyses and is skilled at assessing the economic and fiscal impacts of development projects on localities and regions. Finally, RKG has helped many communities across the country develop achievable strategies for attracting and retaining key industries and strengthening local economies.

RKG has assembled a group of highly qualified professionals who bring their own unique perspective to each assignment. The firm's strength lies in the diversity of backgrounds and disciplines represented within the organization. The talents of staff economists, planners, financial analysts, appraisers and real estate professionals come together as a team to solve client problems.

Craig Seymour, President and Managing Principal. Craig has over 30 years of experience in economic development and real estate planning. He graduated from Brown University with a degree in Civil Engineering and Economics, followed by an MBA from the University of New Hampshire. He served as State Director of NH Small Business Development Center and managed an EDA-funded Technical Assistance Center providing outreach and economic development services to businesses and communities.

Since joining RKG Associates in 1987, Craig has focused on providing sound advice and in-depth analysis to both public and private sector clients in order to create value from real estate assets. Many of his assignments have involved communities seeking to increase jobs and tax base, ranging from site-specific redevelopment projects to regional economic development plans. Other assignments involve financial and economic analysis, business planning, strategic market studies and target industry analyses. He is a licensed commercial real estate broker and certified general appraiser with extensive valuation experience with business parks, development opportunities and hospitality facilities.

Craig has worked extensively throughout the country on a variety of economic development, market research and financial analysis projects, including several rural and suburban communities to develop effective strategies for identifying and funding new development opportunities. By accurately identifying and quantifying the risks and benefits associated with speculative development, he has been able to assist organizations creatively finance new development using such tools as tax increment financing, special districts, incentive programs and direct investment. His work also includes residential market studies, focusing on the changing demographics of communities in order to understand the impacts on supply and demand, along with office and retail studies in light

of today's uncertainties. Other recent assignments include analyzing the economic impacts contributions of aviation and other transportation facilities on a local and regional basis.

Judi Barrett, Director of Municipal Services. She has 30 years of experience in planning and community development and specializes in local government services. She provides support to cities and towns on a wide variety of municipal planning engagements: comprehensive plans, development plans, community development plans, strategic plans for neighborhood revitalization, and open space plans. As an experienced fiscal impact analyst, Judi is frequently called upon for economic evaluations of major development projects. She is well known for her public participation skills and she has a particular passion for engaging a community's youth in the planning process.

Judi's planning practice includes extensive zoning experience. She has worked nationally on visionary zoning and has provided comprehensive regulatory reform, zoning audits, and recommendations for many communities in New England. In addition, Judi has worked extensively in the affordable housing. She has written numerous housing plans and helped city and town boards through the permitting process for affordable housing and developer negotiations. She is a Chapter Technical Assistance Consultant for the Massachusetts Housing Partnership (MHP) and the MHP's forthcoming Chapter 40B Guidebook (Update) for Boards of Appeal.

Judi is a frequent panelist and guest speaker at professional conferences and a trainer for the Citizen Planner Training Collaborative (CPTC) and Massachusetts Chapter of the American Planning Association. She is the author of several CPTC training modules for cities and towns, notably "Developing a Master Plan" and "Planning with Community Support." Prior to joining RKG, she served as Director of Planning with Community Opportunities Group, Inc. She also worked for DHCD as Program Manager of the Community Development Fund and for the Town of Plymouth as Community Development Director. Judi holds an A.B. from Harvard University and has completed graduate coursework in community development and geography at Harvard, Tufts, and UMass Boston.

Lawrence Cranor, Jr., Market Analyst. Mr. Cranor joined RKG Associates, Inc. in 1992, with 15 years of experience in applied demography, market research, site selection and competition studies for a variety of other firms, including national retail chains. Mr. Cranor has applied this background to many a wide range of assignments with RKG Associates, Inc. These assignments have included a large variety of retail projects, consumer surveys and spending research, site location research; urban revitalization/marketing strategies; and general economic development. Mr. Cranor has been involved in numerous transportation related studies including analyzing the impacts of new road bypasses and exits, analyzing residential and retail growth around TOD stations and assisting in the preparation of Environmental Impact Statements for major airport expansions.

Eric Halvorsen, AICP, Senior Project Analyst. He has over 9 years of experience in land use and transportation planning. He graduated from Rutgers University with a degree in Environmental Planning and Design and graduated from the University of Illinois with a Master's Degree in Urban and Regional Planning. Prior to working at RKG Associates, Eric worked for the Metropolitan Area Planning Council as the Assistant Director for Transportation. In addition, he also worked in Illinois for a regional planning agency managing corridor studies, business district revitalization plans, and updating the agency's Long Range Transportation Plan.

Eric specializes in helping communities develop plans that bridge the topics of land use and transportation. This includes master plans, downtown plans, corridor plans, and site specific plans. Eric's focus is on formulation of realistic and actionable plans that can be achieved incrementally over time. He also has experience working with municipalities to develop bicycle and pedestrian network plans, transit plans, and parking strategies.

He also has significant experience with public engagement, crafting processes for groups as small as 5 and as large as 300. These include highly interactive open houses, site walks, town hall meetings, small group facilitation, focus groups, and project working groups. He believes in purposeful, meaningful, and inclusive engagement of all members of the community. Eric also received facilitation training from the Interactive Institute for Social Change (IISC).

Eric is a member of the American Planning Association, a member of the American Institute of Certified Planners (AICP), and was a founding Board member of the Boston Chapter of Young Professionals in Transportation.

#### **WSP | Parsons Brinckerhoff**

WSP | Parsons Brinckerhoff, one of the world's largest transportation consulting firms, is a leader in multimodal transportation system planning and infrastructure system design. Our project staff has worked on a range of projects that evaluate the impact of land use changes on transportation and infrastructure systems that are required for the Planning Study for the Golden Triangle District in the Town of Natick, Massachusetts, and in the Town of Framingham, Massachusetts. As a result of our experience, we can offer a thorough understanding of the transportation system in this area of Natick and Framingham, including the roadway network, the transit system, and pedestrian and bicycle connections. In addition, our experience has resulted in an understanding of the utility and infrastructure system; experience with and understanding of many stakeholders, including the regional and state agencies responsible for much of the transportation system in Natick; extensive background in the connections between land use and transportation; and technical expertise in traffic engineering, multimodal "Complete Streets" planning, transit planning, urban design,

## GOLDEN TRIANGLE PLANNING STUDY | *Qualifications and Experience*

roadway safety, and roadway design; and an ability to balance innovative technical approach stakeholder priorities to develop creative solutions.

Jennifer Conley, PE, PTOE, WSP/PB Project Manager and Transportation/Infrastructure Task Lead. Jennifer is the lead supervising engineer for WSP | Parsons Brinckerhoff's traffic engineering in northern New England. Jenn has over 23 years of transportation engineering experience. She has managed transportation master plans for municipalities and institutions, designed complete street improvement projects, conducted corridor studies, designed pedestrian improvements, designed traffic signalization, evaluated bicycle connections, and prepared environmental impact statement submittals for commercial and residential real estate developments. Her technical skills are enhanced by her skills in the public forum. She has a reputation for clear, concise presentation of technical material that are easily understood by a layperson. Prior to joining WSP | Parsons Brinckerhoff, Jenn had worked for other consultants and managed her own traffic engineering consulting firm. Her past experience includes municipal and institutional master planning as well as performing traffic impact studies and preparing design plans for transportation infrastructure for municipal and private developers. Her recent project experience includes the Washington Street Corridor Study in Wellesley MA, the Grafton MA Common Circulation Study, The Route 128 Winter Street Interchange Functional Design Report in Waltham MA and the Rutherford Avenue Corridor Study in Boston.

Andy Boyd, PE, Civil Engineering Lead. Andy is a senior engineering manager at Parsons Brinckerhoff. He has extensive civil engineering experience concentrated in advancing the design and obtaining approvals required for complex urban projects. He has directed the planning and detailed design and development for transportation and utility infrastructure systems for several major private development and transportation projects in New England.

He was Parsons Brinckerhoff's project manager for the firm's work for the original and current operators of the NorthPoint project in Cambridge; he has led the planning and design for infrastructure and utilities improvements to support the interim and final transit-oriented development of a 10-acre former freight railyard near Lechmere Station that would relocate the station and mainline facilities and support the build-out of 2,700 units of housing and 2M sq ft of commercial space. Andy provided critical advice to the Parsons Brinckerhoff team undertaking the development of plans for the complete streets design for the renewal of Dudley Square, which included an assessment of alternative traffic circulation with regard to the 20 MBTA bus lines service Dudley Station and the redesign of the Square's streetscape (which includes provisions for a cycle track). He is managing the engineering studies and designs that are evaluating the feasibility of constructing a new below-grade garage for the Mass Eye and Ear Infirmary, expanding the MEEI facility, improving and realigning a hazardous section of Storrow Drive, and creating a 3-4-acre public park.

more than a decade, Andy has provided ongoing advisory services for the review of state and local roadway and infrastructure projects connecting Harvard's Boston and Cambridge campuses across the Charles River. He recently served as the initial project manager for the preliminary design and NEPA/MEPA documentation for the replacement of the John Greenleaf Whittier Bridge over the Merrimack River and widening of I-95 from Newburyport to Salisbury, MA, currently under construction. His other key urban development/infrastructure-roadway planning and design efforts involved the World Trade Center in Boston's Seaport District, Copley Place, Prudential Center, Fan Pier, and many others.

Andrew Smith, AICP, Transportation Planner and GIS Analyst. Andy has participated in wide array of projects for Parsons Brinckerhoff related to traffic engineering, transportation planning, transportation policy, and transit alternatives analysis. In addition to a thorough knowledge of the FTA New Starts process, NEPA, US Census demographics, and geographic information systems (GIS), he has a unique ability to produce eye-catching, easy-to-understand maps that convey complex statistical data. Andy also has experience in corridor studies, demographic research, and interpretation of travel demand models, transit alternatives analysis, EIS/EA preparation, regional planning studies, bicycle/pedestrian studies, transit-oriented urban design, and public involvement. He is well acquainted with the 4-Step Urban Transportation Planning Process, and applies this methodology in maps and reports that identify patterns and make recommendations for the future.

Andy has used his talents and expertise on projects that include the Chittenden County Regional Planning Commission's On-Call Transportation Services contract, for traffic/transportation demand studies of the US 7 corridor in Milton and the I-89/Exit 17 scoping study for the reconfiguration of a congested freeway interchange and highway overpass that incorporates as bikeway; for the MaineDOT's Central York County Connections study, a multimodal corridor study of how to improve transportation connections in southern Maine west of Route 1; and several New Jersey DOT studies to improve multimodal freight movement and better manage "Smart Growth" along the agency's roadway corridors.

Jean Hartnett, PE, LEED AP, ENV SP, Civil Engineer. Jean has experience in the design of highway, transit and civil infrastructure projects. With her project work focused in Boston and Cambridge, she is familiar with the intricacies of design in tight urban spaces and within busy transportation system networks. Jean's experience encompasses feasibility studies, investment studies and alternatives analyses, as well as concept design for transportation infrastructure and structures.

Since starting her career at Parsons Brinckerhoff, Jean has been assessing long-term transportation network improvement concepts for Harvard between its Boston and Cambridge campuses. She is working on the roadway and infrastructure improvements to support the Mass Eye and Ear Infirmary's expansion and reconfiguration of the Storrow Drive Tunnel. She has studied and designed

## GOLDEN TRIANGLE PLANNING | *Qualifications and Experience* STUDY

improvements to the traffic circulation and roadway infrastructure to support the expansion Boston Convention and Exhibition Center, and providing roadway and storm-water manage design for an on-call services contract for MassDevelopment for the development of the for Fort Devens. She also developed design plans for the installation of LED streetlights and co system for the City of Cambridge as part of a program to replace over 4,000 streetlights.

**Gateway Park Master Plan & On-Call Implementation Services, Worcester, MA**

Mr. Smallridge served as Lead Urban Designer for the development of a master plan for a 55-acre brownfields areas adjacent to downtown. The project involved market analysis; site assessment; evaluation of alternative development scenarios for office, restaurant, hotel and residential uses; and development of zoning changes recommendations, design guidelines, infrastructure improvement plans and a phasing plan for the preferred alternative. The project area included two historic districts with a large collection of historic industrial structures. The land acquisition and environmental clean up recommendations have been completed and the first two new buildings are now occupied. CSS is currently providing on-call implementation services, most recently developing a series of "test-fit" analyses for alternative uses on two of the remaining parcels.

**Columbia Point Master Plan, Boston, MA**

Mr. Smallridge was Principal for Urban Design for the Columbia Point Master Plan, a 240-acre mixed-use district on Boston Harbor. The plan created a new district, weaving together a number of large existing and proposed developments including the University of Massachusetts Boston Campus, the JFK Library, the Harbor Point residential development, a proposed mixed-use development and a proposed Transit Oriented Development over the MBTA's Red Line/Commuter Rail station.

**South Central Louisville Development Coordination Plan, Louisville, KY**

Mr. Smallridge was Principal-in-Charge and Project Manager for this plan to assess ongoing and future development potential of a 15 square mile area including the University of Louisville, Papa Johns Stadium, Churchill Downs, the Kentucky Fair and Exposition Center, Kentucky Kingdom Amusement Park, Louisville International Airport, and several historic neighborhoods. There was extensive stakeholder engagement throughout this study. A master plan was assembled, including specific recommendations for street realignments, streetscape and signage improvements.

**TOD Smart Growth Study, New Rochelle, NY**

Mr. Smallridge was the Urban Design Principal and Project Manager for this study to develop a plan for a sustainable and vibrant mixed-use TOD district within a 1/2 mile radius of the New Rochelle Train Station. The Plan includes a market analysis, build out analyses for select parcels and major infrastructure improvements to create pedestrian and bicycle friendly streets, and a "Town Center" series of parks and plazas along North Avenue. The Plan will be incorporated into the City's Comprehensive Plan. The project is funded by the New York and Connecticut Sustainable Communities Consortium.

**Newport North End Master Plan, Newport, RI**

Mr. Smallridge was Principal-in-Charge for this 900-acre district at the northern boundary of downtown Newport, created by the realignment of a major arterial roadway, that is poised to become

## **H.H. Smallridge**

a new gateway to downtown with a new Transportation Center and a major new mixed use Transit Oriented Development district with its own identity. CSS led the land use and urban design team and, in concert with economic development, traffic, parking and transit specialists, developed the overall master plan and specific proposals for 40 acres of "priority parcels," with a focus on retail, entertainment, recreation and housing.

### **Mill District Master Plan, Biddeford, ME**

Mr. Smallridge was the Principal for Urban Design for the 50 acre Biddeford Mill District Master Plan located on the falls of the Saco River in Southern Maine. The plan explores the re-use potential of 10 million square feet in existing 19th century mill buildings, the redevelopment potential of 20 acres of underutilized parcels, the development of a riverwalk and open space system, an infrastructure plan, a strategy for parking and transit, design and streetscape guidelines and an implementation and funding strategy. An aggressive public outreach program was designed bridging from a steering committee and stakeholder meetings to community workshops, public meetings and press conferences.

### **Development Plan for New Parcels in Sullivan Square, Boston, MA**

Mr. Smallridge was Principal-in-Charge for the creation of a parcel level development plan for new parcels in Sullivan resulting from a roadway realignment. CSS identified preferred land uses, developing a 3-D model and test-fit analyses for alternative uses on the parcels, as well as developing guidelines for the scale and overall character of development on these parcels. We also recommended public realm enhancements, such as a pedestrian-friendly streetscape and new areas for the creation of open space. The ultimate product of this process will be a detailed development plan for the disposition of publicly-owned land in Sullivan Square, Charlestown.

### **Everett Avenue Area Urban Renewal Project, Chelsea, MA**

Mr. Smallridge served as Project Manager to create an urban renewal plan for the redevelopment of an under-used industrial area of Chelsea. The project included assessing land use options, and developing zoning regulations, urban design guidelines, traffic, utility and streetscape improvements to support the final land use recommendations. The project also involved environmental permit and hazardous waste site investigation, and design review for a proposed hotel development.

### **Boynton Yards Transit Oriented Development Plan, Somerville, MA**

Mr. Smallridge was Principal-in-Charge for this 70 acre industrial site adjacent to the MBTA's Union Sq Green Line Station. CSS prepared conceptual TOD plans in close consultation with the City of Somerville and the Boynton Yards/Union Square Focus Group. The plan identified land takings or acquisitions needed to develop optimum parcelization and street grids, proposed two alternative street and parcel build out plans, and illustrated three alternative open space/public realm scenarios: Central Park, the Boulevard, and linked squares. The selected concept is a synthesis of the alternatives and CSS remains under contract to carry this plan to the next level of detail.

**Commercial Triangle Master Plan, Everett, MA**

Mr. Smallridge is the Principal-in-Charge for a Master Plan for the 110 acre-Commercial Triangle, a primarily industrial district, currently home to a number of junk yards, auto-oriented uses and strip commercial development. The illustrative and action-oriented plan for the future redevelopment of this underutilized district will include recommendations for land use, zoning, streetscape/roadway network improvements, multi-modal transportation improvements, marketing opportunities, public infrastructure improvements, flood mitigation, and the creation of open space.

**Downtown Transit Oriented Development Study, New Rochelle, NY**

Mr. Smallridge was the Project Manager for this plan development which involved a comprehensive planning analysis of several City-owned, underutilized parcels within a quarter-mile of New Rochelle's intermodal transportation center. This highest and best use analysis included establishing technical and financial feasibility of air rights development over Metro-North railroad tracks, the planning and design of a new city-owned parking structure and the development of a schematic site plans and 3D visualizations illustrating the residential and commercial development potential of each site. After conducting an analysis and determining how new development would affect density, traffic, aesthetics, sustainability and urban design, CSS prepared an RFQ for each site to be issued by the City of New Rochelle.

**New Britain-Hartford Busway Station Area Planning Study,  
New Britain, Hartford, Newington and West Hartford, CT**

Mr. Smallridge was the Project Manager for a study to determine development potential and create development plans for twelve stations on the Hartford-New Britain Busway. Final plans include land use plans, design guidelines and recommendations for zoning changes. Mr. Smallridge also coordinated an intensive public outreach program in the four towns, which included elements ranging from individual stakeholder meetings to neighborhood open houses to gain consensus from the numerous and disparate stakeholders around each of the stations. CSS is currently providing on call services to the Capitol Regional Council of Governments (CRCOG) to assist with TOD implementation.

**Long-Range Transit Plan TOD, Chapel Hill, NC**

Mr. Smallridge was the CSS Principal-in-Charge for the Transit Oriented Development component of the Long Range Transit Plan for Chapel Hill, NC. Mr. Smallridge was responsible for developing a series of TOD typologies for the various conditions along the potential transit corridors. Design guidelines developed for each typology were used to develop a series of site specific TOD plans. Mr. Smallridge also conducted two half-day work sessions with a separate North Area Task Force to develop TOD plans and design guidelines for four specific sites.

## Carole Schlessinger

### PRINCIPAL / PLANNING

#### Project Role

*Project Manager*

*Lead Planner*

#### Introduction

Ms. Schlessinger is a senior urban planner with over 30 years of experience in master planning, land use and zoning studies, TOD planning, revitalization projects, site analyses and planning, and design and implementation of community participation programs. Prior to founding CSS, Ms. Schlessinger was a Principal and Director of Planning at Wallace Floyd Design Group. In 2003, Ms. Schlessinger became a founding Principal and Director of Planning for Crosby | Schlessinger Smallridge, LLC.

#### Professional Background

- M.C.R.P., University of Texas, Austin, 1980
- B.A. in Urban Affairs, Northwestern University, 1977

#### Professional Affiliations

- Women's Transportation Seminar, Board Member 1991-96
- Urban Land Institute
- American Planning Association

#### Representative Project Experience

##### Natick 2030+ Comprehensive Plan

Ms. Schlessinger is currently the Project Manager and Lead Planner for the comprehensive master plan for the Town of Natick. The project includes an extensive outreach program and will create vision and provide recommendations for land use; housing; economic development; transportation; open space and recreation; services and facilities; natural, cultural and historic resources; and implementation. Ms. Schlessinger is overseeing the consulting team, planning tasks and the outreach program.

##### Gateway Master Plan, Worcester, MA

Ms. Schlessinger served as Principal-in-Charge and Project Manager for the development of a master plan for a 55-acre brownfields areas adjacent to downtown Worcester. The project involved market analysis; site assessment; evaluation of alternative development scenarios for office, restaurant, hotel and residential uses; and development of design guidelines, infrastructure improvement recommendations and a phasing plan for the preferred alternative. The project area included historic districts with a large collection of historic industrial structures. Many of the land acquisition

and environmental clean up recommendations have been completed and the first new building is in final design. CSS is currently providing on-call implementation services, most recently developing a series of "test-fit" analyses for alternative uses on two of the remaining parcels.

**Columbia Point Master Plan, Boston, MA**

Ms. Schlessinger was the Principal-in-Charge and Project Manager for the Columbia Point Master Plan, a 240-acre mixed-use district on Boston Harbor. The plan creates a new district, weaving together a number of large existing and proposed developments including a proposed mixed-use development and a proposed Transit Oriented Development over the MBTA's Red Line/Commuter Rail station, the University of Massachusetts Boston Campus, the JFK Library, and the Harbor Point residential development.

**Downtown Theatre District Master Plan, Worcester, MA**

Ms. Schlessinger was Project Manager for this Master Plan for a Theatre District that partners institutional investment and expansion with the residential, cultural, restaurant, and retail demand that follows. The District is envisioned as an active, mixed-use, 18-hour neighborhood with significant institutional and residential growth supporting a vibrant entertainment and cultural environment attracting residents, businesses, and visitors.

**Route 126 Corridor Study, Framingham, MA**

Ms. Schlessinger was Project Planner for the Route 126 Corridor Study. She was responsible for the urban design components of developing a solution to traffic congestion resulting from an at grade crossing in downtown Framingham.

**Cushing State Hospital Reuse Master Plan, Framingham, MA**

Ms. Schlessinger managed the planning components of the Cushing State Hospital Reuse Master Plan for the Commonwealth's Division of Capital Planning and Operations. The final plan for the 100-acre site, which included designated areas for senior housing and open space, was the result of a detailed analysis of the site, market conditions, community goals, and a number of alternative land uses.

**Development Plan for New Parcels in Sullivan Square, Boston, MA**

Ms. Schlessinger was Project Manager for the creation of a parcel level development plan for new parcels in Sullivan resulting from a roadway realignment. CSS identified preferred land uses, developing a 3-D model and test-fit analyses for alternative uses on the parcels, as well as developing guidelines for the scale and overall character of development on these parcels. We also recommended public realm enhancements, such as a pedestrian-friendly streetscape and new areas for the creation of open space. The ultimate product of this process will be a detailed development plan for the disposition of publicly-owned land in Sullivan Square, Charlestown.

**Carole Schlessinger**

**New Britain-Hartford Busway Station Area Planning Study,  
New Britain, Hartford, Newington and West Hartford, CT**

Ms. Schlessinger was the Deputy Project Manager for a study to determine development potential and create development plans for twelve stations on the Hartford-New Britain Busway. Final plans include land use plans, design guidelines and recommendations for zoning changes. Ms. Schlessinger also helped to coordinate an intensive public outreach program in the four towns, which included elements ranging from individual stakeholder meetings to neighborhood open houses to gain consensus from the numerous and disparate stakeholders around each of the stations. CSC is currently providing on call services to the Capitol Regional Council of Governments (CRCOG) to assist with TOD implementation.

**TOD Smart Growth Study, New Rochelle, NY**

Ms. Schlessinger is the Planning Principal for this study to develop a plan for a sustainable and vibrant mixed-use TOD district within a 1/2 mile radius of the New Rochelle Train Station. The Plan includes a market analysis, build out analyses for select parcels and major infrastructure improvements to create pedestrian and bicycle friendly streets, and a "Town Center" series of parks and plazas along North Avenue. The Plan will be incorporated into the City's Comprehensive Plan. The project is funded by the New York and Connecticut Sustainable Communities Consortium.

**Mill District Master Plan, Biddeford, ME**

Ms. Schlessinger was the Principal in Charge and Project Manager for the 50 acre Biddeford Mill District Master Plan located on the falls of the Saco River in Southern Maine. The plan includes re-use of 2 million square feet in existing 19th century mill buildings, the redevelopment potential of 20 acres of underutilized parcels, the development of a riverwalk and open space system, an infrastructure plan, a strategy for parking and transit, design and streetscape guidelines and an implementation and funding strategy. An aggressive public outreach program included a steering committee and stakeholder meetings, as well as community workshops, public meetings and a press conference.

**Commercial Triangle Master Plan, Everett, MA**

Ms. Schlessinger is the Project Manager for a Master Plan for the 110 acre-Commercial Triangle primarily industrial district, currently home to a number of junk yards, auto-oriented uses and stalled commercial development. The illustrative and action-oriented plan for the future redevelopment of this underutilized district will include recommendations for land use, zoning, streetscape/roadway network improvements, multi-modal transportation improvements, marketing opportunities, public infrastructure improvements, flood mitigation and the creation of open space.

**Everett Avenue Area Urban Renewal Project, Chelsea, MA**

Ms. Schlessinger was the Project Manager for the creation and implementation of an urban renewal plan for the redevelopment of an under-used industrial area of Chelsea. The project included assessing land use options, and developing zoning regulations, urban design guidelines, traffic, utility and streetscape improvements to support the final land use recommendations. The project also involved environmental permitting, hazardous waste site investigation, and design review of development proposals and infrastructure improvements.

**Tanner Street District Brownfields Redevelopment Master Plan, Lowell, MA**

Ms. Schlessinger served as Principal-in-Charge and Project Manager for this Master Plan. The Plan, funded through an EPA grant, focuses on transformation of the Tanner Street District from an underutilized brownfield industrial district into a district that is both economically and environmentally sustainable, with new clean industries creating jobs and increasing tax revenues; and an attractive, healthy environment with improved multi-modal transportation opportunities and access to natural resources. When implemented, the Plan will result in 334,000 square feet of new development. The Implementation Strategy lays out a series of actions, identifying responsible parties, next steps, potential funding sources and a time frame for each action.

**Newington Junction TOD Plan, Newington , CT**

Ms. Schlessinger was Project Manager for developing a Transit Oriented Development Plan for the Hartford-New Britain Bus Rapid Transit/New Haven-Hartford-Springfield Rail Station in Newington CT. The plan includes residential and commercial development and a new pedestrian multi-use trail that links the site to the regional trail system. This plan builds on CSS's earlier TOD Plan for all twelve stations on the bus rapid transit line.

**Acre Neighborhood Revitalization Plan, Lowell, MA**

Ms. Schlessinger was Principal-in-Charge for this planning effort involving the development of a revitalization strategy for a 113-acre area in one of Lowell's oldest neighborhoods. The project area, adjacent to several canals and the Lowell National Historic Park, included primarily low-income single and multifamily housing, with commercial and industrial development around the periphery. The final revitalization strategy includes land use and zoning recommendations, design guidelines, housing and commercial development initiatives, infrastructure improvements and limited property acquisition. The project was closely coordinated with the Lowell Historic Board.

## **Deneen Crosby, ASLA**

PRINCIPAL / LANDSCAPE ARCHITECTURE

### *Project Role*

### *Principal*

### *Landscape Architect*

### **Introduction**

Ms. Crosby has extensive experience in the landscape design for multi-use paths, parks and recreational facilities, streetscapes, and public open space, as well as educational and institutional campuses. In October 2003, Ms. Crosby became a founding Principal and Director of Landscape Architecture for Crosby | Schlessinger | Smallridge, LLC. Prior to founding Crosby | Schlessinger | Smallridge (CSS), Ms. Crosby was a Principal at Wallace Floyd Design Group where she personally oversaw all of the firm's landscape design projects and often provided input to planning, architecture, and urban design projects.

### **Professional Background**

- B.L.A., State University of New York and Syracuse University, 1979
- Registered Landscape Architect, Commonwealth of Massachusetts #750, Ohio #849, Connecticut #909
- Member: American Society of Landscape Architects (ASLA); Boston Society of Landscape Architects (BSLA); Trustees of Reservations
- Commissioner: Boston Civic Design Commission

### **Representative Project Experience**

#### **Davis Square Streetscape/Infrastructure Design, Somerville, MA**

Ms. Crosby is currently the Project Manager and Senior Landscape Architect for the redesign of Davis Square in Somerville, MA. Davis Square is a successful and vital commercial cultural center in the City. The work includes transportation improvements to balance all modes of travel to and through the square and the design of the public realm, including new plazas and sidewalks. CSS is developing the design of pavements and all streetscape elements including new lighting, planting, wayfinding and site furnishings. Ms. Crosby is responsible for coordination with City departments and community process as well as conceptual through final design of the project.

#### **Crossroads Initiative: Summer and Congress Streets, Boston, MA**

Ms. Crosby is currently Project Manager for the Reconstruction of Congress and Summer Streets in Boston. As part of the City's Crossroads Initiative, these improvements will link these important streets to the Rose Kennedy Greenway as well as Boston's waterfront. The project includes traffic calming alternatives, balancing modes of transportation, new plantings, pavements, lighting and amenities. As Project Manager, Ms. Crosby is responsible for coordination with several City agencies and an extensive stakeholder process as well as conceptual through final design of the project.

Deneen Crosby, ASLA

**Parcel 24, Boston, MA**

Ms. Crosby is currently CSS's Principal-in-Charge and Senior Landscape Architect for Parcel 24 (One Greenway). The Parcel 24 work includes a small urban park connecting Albany Street to Hudson Street on the Eastern side of Chinatown in Boston and streetscape work along Albany, Kneeland, and Hudson Streets as part of a new housing development at the southern end of the Rose Fitzgerald Kennedy Greenway.

**North End Parks, Rose Kennedy Greenway, Boston, MA**

Ms. Crosby was Principal-in-Charge and Project Manager for the design of the north section of the Central Artery Surface Restoration. This \$12 million park forms a welcoming threshold from Boston's City Hall Plaza to the historic North End. Ms. Crosby's responsibilities included overseeing all design work, planning and directing the public participation process, project management and construction administration.

**Boylston Street, Audubon Circle, Fenway-Yawkey Multi-use Path**

Ms. Crosby is currently CSS's Project Manager for the design of these Fenway area projects in the City of Boston. Boylston Street, connecting two sections of the historic Emerald Necklace, is being redesigned as an important connector of this historic parkland as well as the site of significant new development. The historic Audubon Circle is being redesigned to better accommodate bicyclists and pedestrians while respecting its historic context and the Multi-use Path will connect Yawkey Station with the nearby commercial district and Emerald Necklace parklands.

**Mount Vernon Street, Boston, MA**

Ms. Crosby is CSS's Principal-in-Charge and Project Manager for this streetscape project for the major roadway through Boston's Columbia Point neighborhoods for which CSS developed the earlier TOD master plan. Working to create an identity for a street born on top of a sewer main, CSS is collaborating with a design team and the City of Boston to rethink the street. The proposed design will create a pedestrian and bicycle friendly route with better sidewalks, additional street crossings, and the addition of a cycle track that not only makes the street safer, but enhances the life of the neighborhood. Collaborations with stakeholders are bringing temporary results that yield long term solutions.

**Commonwealth Avenue, Boston, MA**

Ms. Crosby is currently CSS's Principal in Charge and Project Manager for the reconstruction of Commonwealth Avenue from Packards Corner by Boston University to Kelton Street. In keeping with Complete Streets Guidelines, this well populated street is being redesigned to accommodate pedestrians and bicyclists as well as vehicles. Sustainability is a key goal of the project and opportunities for green infrastructure are being explored. Pedestrian improvements include a new outdoor plaza space at Commonwealth Ave's intersection with Harvard Street at the heart of the project area, and better access to the MBTA's Green Line station.

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## **Deneen Crosby, ASLA**

### **Urban Neighborhood Parks, Boston, MA**

Ms. Crosby served as Principal-in-Charge or Project Manager for the rehabilitation of several park for the City of Boston. Although these parks vary in size and programming, they typically include pathways, play equipment, spraypools, basketball courts, seating areas, and plantings. The parks are located throughout the city.

### **Cambridge Parks, Cambridge, MA**

Ms. Crosby was Principal-in-Charge for a master plan and design services for five open space parcels located in a densely populated section of Cambridge, MA. Areas planned for redesign included lots adjacent to schools and commercial property, a neighborhood central green with p areas, and an athletic field complex. The parcels are designed for the purpose of both recreation and passive open space, and the process included highly participatory community involvement.

### **Davis Square to Alewife Linear Park, Somerville and Cambridge, MA**

Ms. Crosby was a Senior Landscape Architect for this mile long park and bicycle path constructed on an abandoned railroad right-of-way. Ms. Crosby participated in public meetings and worked closely with the Somerville Office of Planning and Community Development, the Cambridge Community Development Department, residents and a variety of businesses to identify design criteria and to ensure continuity of design. The park has received awards from the Governor's Design Award Program, the Boston Society of Landscape Architects, and the Massachusetts Horticultural Society for its positive contribution to the surrounding communities and environment.

### **Evans Way Park Master Plan, Boston, MA**

Ms. Crosby was Principal-in-Charge of the Evans Way Park Master Planning project. The site, an original component of Olmsted's plans for the Back Bay Fens, is surrounded by some of Boston's major cultural and educational institutions, including the Gardner Museum, MassArt, the School of the Museum of Fine Arts and Wentworth Institute. The goal of the Master Plan is to preserve the vital and historic qualities of the park – its informal plantings of large trees and its gently sloped lawns – while upgrading the site to meet the needs of surrounding institutions and respond to an increased level of use.

### **Alewife/Fresh Pond Corridor Enhancement Project, Cambridge, MA**

The Alewife/Fresh Pond Corridor is a mile long stretch of roadway through a mixed-use retail and recreational landscape in North Cambridge. As Senior Landscape Architect, Ms. Crosby directed the landscape architecture and urban design for this streetscape improvement project, which assisted the City of Cambridge in providing efficient and safe accommodations for bicyclists, pedestrians and drivers within the corridor. The design includes a bicycle path, sidewalks, lighting, plantings and bicycle and pedestrian access signage.

## **Deneen Crosby, ASLA**

### **Fairmount Greenway Master Plan, Boston, MA**

Ms. Crosby was Principal in Charge for developing a concept plan for a linear greenway along the approximately nine mile Fairmount Commuter Rail line corridor that will link nearby existing and new open spaces, creating a new ribbon of green space that weaves back and forth through the adjacent neighborhoods. The multi-use pedestrian and bicycle path will span the length of the Fairmount line and provide connections between parks, community gardens, schools, historic sites, community centers and shopping districts.

### **Neponset Signature Park and Multi-Use Path System, Boston and Milton, MA**

Ms. Crosby was Principal-in-Charge and Project Manager for the Neponset River Signature Park. The project consists of a multi-use pathway system connecting neighborhoods and two major parks along the river: the Martini Shell Park in the Town of Milton and Field Office Park in the Town of Boston. The work, which includes the layout of primary and secondary pathways, site plantings and furniture, and access to the water and overlook areas, is a result of the Neponset River Master Plan which CSS completed in 2006.

### **Casey Arborway Project, Jamaica Plain, MA**

Ms. Crosby is CSS' Principal-in-Charge and Project Manager for the design of a plaza associated with the Forest Hills Station head house on Washington Street, a plaza at a new head house connecting to Southwest Corridor Park, Shea Square – the reconfigured entrance to the historic Arborway and Franklin Park, and planting and pedestrian improvements along the newly constructed section of the Arborway. The project will result in public realm improvements for the many thousands of people that visit the historic park and parkland, access the Forest Hills Station, or use the recreational and commuter trails along the Arborway, the Southwest Corridor Park, and Washington Street. The project has begun construction.

### **Melnea Cass Boulevard, Boston, MA**

Ms. Crosby was recently Lead Urban Designer for the redesign of Melnea Cass Boulevard. Melnea Cass is being redesigned to better accommodate bicyclists and the Harbor Trail, encourage pedestrian activity, allow for future Bus Rapid Transit and serve existing neighbors and future development. The plan will balance all modes of transportation including vehicular, bus, pedestrian, and bicycles, and realize a unified vision for this urban boulevard.

### **Traffic Calming Projects, Cambridge, MA**

Ms. Crosby was responsible for urban design, landscape architecture, and pedestrian/bicyclist planning for 13 traffic calming projects in the City of Cambridge. She assisted with design alternatives for safer bicycle and pedestrian facilities, safe crossings, aesthetic improvements, and coordination with current road reconstruction and utility projects.

## Cullen Meves

LANDSCAPE ARCHITECT / URBAN PLANNER

### Project Role

Landscape Architect

Urban Planner

### Introduction

Ms. Meves is a landscape architect and urban planner with experience in comprehensive regional planning, as well as streetscape, park, and institutional design projects. Prior to joining Crosby Schlesinger Smallridge in 2013, Ms. Meves was a regional planner at the Windham Regional Commission in Vermont and a Senior Landscape Designer at Stephen Stimson Associates in Massachusetts.

### Professional Background

- Master of Urban and Regional Planning, Virginia Tech, 2013
- B.S., Landscape Architecture, Ohio State University, 2007
- B.S., Agriculture/Horticulture, Ohio State University, 2007

### Representative Project Experience

#### Natick 2030+ Comprehensive Plan

Ms. Meves is currently a graphic and landscape architectural designer for the comprehensive master plan for the Town of Natick. The project includes an extensive outreach program and will create a vision and provide recommendations for land use; housing; economic development; transportation; open space and recreation; services and facilities; natural, cultural and historic resources; and implementation.

#### Lawrence Manchester Rail Corridor Area-Wide Plan, Lawrence, MA

Ms. Meves is Project Planner for developing a conceptual plan for a multi-use path and redevelopment of two adjacent underutilized city blocks along an abandoned 1.5 mile rail corridor. Redevelopment of the adjacent blocks will provide the opportunity to create an active mixed-use district at this important crossroads, and the proposed multi-use path will tie all of these extraordinary resources together, to all of Lawrence, and to the regional trail system. The project also includes managing a multi-disciplinary team of planners, designers, civil/environmental engineers and economic development consultants, as well as conducting an extensive public outreach program.

#### Windham Regional Plan Update, Windham Region, Vermont

Ms. Meves oversaw the 2014 Windham Regional Plan update while employed with the Windham Regional Commission (WRC). The WRC serves all of Windham County, in addition to towns in Bennington and Windsor County. The Plan provides guidance for change and development in the 27-town region, and it establishes the basis for state and federally funded initiatives during the term of the plan. The intensive two-year Regional Plan update process began in October 2012 and

had broad participation by the public through topic specific public forums, an online commenting portal, working draft website, two 30-day public comment periods, and direct oral and written communication. Ms. Meves provided staff support for all chapter research and editing, while also leading the public participation process and launching the online public comment portal. Following adoption, the front-end summary and profile section of the plan has now been spun off into mini-profiles for each of the towns to use in their individual planning efforts.

#### **Windham Regional Transportation Plan Update, Windham Region, Vermont**

Prior to completing the Regional Plan, Ms. Meves co-managed the 2013 Windham Regional Transportation Plan. As part of this process, the organization of the plan underwent an overhaul of previously adopted versions, with all actionable and policy items being organized to the front of the plan, and all research and data information being repositioned towards the second half of the document for ease of use. The document was also fully hyperlinked to coordinate with other planning efforts and documents referenced in the text. This model setup the organization for the Regional Plan Update, and was coordinated to serve both individual and tandem functions with the comprehensive plan.

#### **Downtown and Village Revitalization Initiative, Windham Region, Vermont**

As part of the EDA award of disaster relief funding awarded to Southern Vermont following Tropical Storm Irene, Ms. Meves assisted with the Downtown and Village Revitalization Initiative launched throughout the Windham Region. Working in partnership with the Brattleboro Development Credit Corporation and Bennington County Regional Commission, Ms. Meves led visioning and planning meetings with local business owners in village centers throughout Vermont. These meetings not only developed individualized plans with iterative goals for economic development and resiliency but also identified active and enthusiastic leadership within the community for the actionable items identified in the plan. The process culminated with delivery of concise, milestone driven reports to each of the towns, aimed at providing a jumping off point for the future efforts of the working groups. Ms. Meves also helped organize and present workshops that were held throughout the region on various revitalization and resiliency topics.

#### **Northeastern University Graduate Program, Boston, MA**

Cullen Meves has been a lecturer and studio panel critic in Northeastern University's Master of Design for Sustainable Urban Environments graduate program since 2014. She currently teaches the Implementation & Visualization technology/communication course series for the program, and has also led the Pro-Seminar I: Issues in Designed Urban Environments course. Course topics have covered data driven message communication and visualization, regional urban network interactions/synergies, and urban resiliency strategies for sea level rise and global climate change.

## **Cullen Meves**

### **Graduate Thesis: "Where's the Disconnect? Analyzing barriers to web-based e-participation tools for planning", Blacksburg, VT**

As part of her graduate work at Virginia Tech, Ms. Meves focused her final thesis project on the barriers to adoption of e-participation tools for planning agencies. For the purposes of her research, Ms. Meves reviewed the adoption and use rates for web-based information sharing, information gathering, and collaborative e-participation tools. The final paper examined current barriers to broadscale incorporation of these tools into public processes and offered both developing and future solutions to minimizing these barriers. Ms. Meves was invited to present her research as a panelist at the Social Media for Planning Conference.

### **Nantasket Beach Reservation Master Plan, Hull, MA**

Ms. Meves is a landscape architect for a Master Plan for the Nantasket Beach Reservation being prepared as part of the larger Seawall Repair Project. Recommended improvements include new shade structures, reuse of historic buildings, increased plantings for diversity and sustainability, a multi-use promenade and new entrance gateways, as well as increased year-round programming. The plan also includes recommendations for improved pedestrian, bicycle and transit access to reduce the presence of cars in the reservation.

### **Neponset Trail Multi-Use Path System, Boston and Milton, MA**

Ms. Meves is currently a landscape architect for Massachusetts Department of Conservation and Recreation trail. The project consists of a multi-use pathway system along the river, a bridge crossing, and connections to parks and open space. The work, which includes the layout of a primary pathway, canopy walk, two bridge designs, site plantings and furniture and access to the water, is result of the Neponset River Master Plan completed in 2006.

### **Parcel 24, Boston, MA**

Ms. Meves is currently a landscape architect for Parcel 24, a housing development at the southern end of the Rose Kennedy Greenway and the Eastern side of Boston's Chinatown. The project includes the streetscape along Hudson, Albany and Kneeland Streets, and a central open space that incorporates moveable play features, a public garden boardwalk, a common deck space and a water feature. The design provides an outdoor refuge for building residents as well as a much-needed park space for local neighbors and extends the larger public reach of the Greenway.

### **Morrissey Boulevard Corridor Improvements, Boston, MA**

Ms. Meves is a project landscape architect on the Massachusetts Department of Conservation and Recreation Morrissey Boulevard Corridor Improvement project. While the impetus behind this project is the need to address flooding-related closures of the roadway, the project offers the opportunity to create more comprehensive improvements to the parkway. As part of the three pha

design approach, the project team will be assessing opportunities and synergies for providing climate change adaptation, ecological restoration, multi-modal design, and increased linkages between the existing land uses and open space networks.

#### **UMASS Southwest Concourse Revitalization, Amherst, MA**

During her time with Stephen Stimson Associates, Ms. Meves participated in the redesign and green infrastructure retrofit for the southwest pedestrian concourse at the UMASS Amherst Campus. This core is comprised of a central spine, a third of a mile in length, bordered by residential towers, dining halls, and student activity spaces. Taking cues from the regional context of this campus, the site design focused heavily on natural water runoff patterns and is comprised of a long, linear series of bioswales to collect and treat the stormwater in this area. These bioswales then connected with larger basins that served as infiltration points for the run-off. The basins also acted as congregation points for students along the concourse and promoted student interaction with the designed landscape and systems. This project was completed in 2011 and won both the Society for College and University Planning Honor Award and the BSLA Award of Excellence for Design.

#### **UCONN New Social Sciences Central Campus, Storrs, Connecticut**

As a Senior Landscape Designer with Stephen Stimson Associates, Ms. Meves contributed to the New Social Sciences campus infill project at University of Connecticut. Located in the heart of the flagship campus, the two new social science buildings are located at the convergence of the Homer Babbidge Library and Fairfield Way, the most active pedestrian corridor that weaves through the campus. An extensive green roof can be seen from third floor classrooms, open cell pavers are used along major thoroughfares, and stormwater is directed into a series of bioswales lined with fieldstone gabions. Terraces surrounded by planting at the building entries provide flexible gathering with distinct microclimates. The project was completed in 2010 and has received both LEED Gold certification and the BSLA Merit Award for College and University design.

## Emily Milliman

### LANDSCAPE ARCHITECTURAL DESIGNER

#### *Project Role*

*Graphic & Landscape*

*Architectural Designer*

#### **Introduction**

Ms. Milliman is a landscape designer with experience in streetscape, park, and institutional design projects. Prior to joining Crosby Schlessinger Smallridge in 2013, Ms. Milliman was a design consultant for the Harvard Office of Campus Planning & Design and landscape designer for Ground, Inc. in Somerville, MA.

#### **Professional Background**

- M.L.A., Harvard University Graduate School of Design, 2013
- B.A., Architecture, Miami University, 2009
- LEED Green Associate
- BSLA Emerging Professionals Committee Co-Chair

#### **Representative Project Experience**

##### **Riverside Plaza, Medford, MA**

Ms. Milliman is currently a landscape architectural designer for the new recreational and public gathering space at the abandoned bus shelter adjacent to the historic Salem Street Burying Ground in Medford Square. The project will create a central and vibrant plaza for passive recreation, cultural activities and a gathering space for public events. Amenities will include improved lighting, a public performance "stage", exercise and bicycle amenities, rain gardens and street trees, music and play elements, and permanent and movable seating options. The plaza will include signage and wayfinding to link to other open space resources along the Mystic River in addition to walking and biking routes that connect sites of cultural and historic interest throughout the city.

##### **Natick 2030+ Comprehensive Plan**

Ms. Milliman is currently a graphic and landscape architectural designer for the comprehensive master plan for the Town of Natick. The project includes an extensive outreach program and will create a vision and provide recommendations for land use; housing; economic development; transportation; open space and recreation; services and facilities; natural, cultural and historic resources; and implementation. Ms. Milliman is working on project branding strategies and visual communications for community engagement.

##### **Lawrence Manchester Rail Corridor Area-Wide Plan, Lawrence, MA**

Ms. Milliman is a landscape architectural designer for the conceptual plan of a multi-use path and redevelopment of two adjacent underutilized city blocks along an abandoned 1.5 mile rail

corridor. Redevelopment of the adjacent blocks will provide the opportunity to create an active mixed-use district at this important crossroads, and the proposed multi-use path will tie all of these extraordinary resources together, to all of Lawrence, and to the regional trail system. The project also includes managing a multi-disciplinary team of planners, designers, civil/environmental engineers and economic development consultants, as well as conducting an extensive public outreach program. Ms. Milliman is assisting with the preparation of development plans and project visualization.

**Morrissey Boulevard Corridor Improvements, Boston, MA**

Ms. Milliman is a landscape architectural designer on the Massachusetts Department of Conservation and Recreation Morrissey Boulevard Corridor Improvement project. While the impetus behind this project is the need to address flooding-related closures of the roadway, the project offers the opportunity to create more comprehensive improvements to the parkway. As part of the three phase design approach, the project team is assessing opportunities and potential synergies for climate change adaption, ecological restoration, multi-modal design, and improved connectivity between the existing land uses and open space networks.

**UMASS Lowell Landscape Master Plan, Lowell, MA**

Ms. Milliman is currently a landscape architectural designer for the UMass Lowell South Campus Landscape Master Plan. The design team worked with University of Massachusetts Lowell to create a bold and implementable master plan for its South Campus landscape. The landscape master plan provides visioning and direction to (1) create a heart for the South Campus, (2) respond to the unique pedestrian and vehicular needs of campus users, (3) improve existing gateways to the campus, and (4) respect the context of the campus surroundings including both the urban context and location on the banks of the Merrimack River. In addition to a landscape masterplan, design guidelines for the campus were created and five schematic site designs were developed that will guide the implementation process for the masterplan.

**Neponset Trail Multi-Use Path System, Boston and Milton, MA**

Ms. Milliman is currently a landscape architectural designer for Massachusetts Department of Conservation and Recreation trail. The project consists of a multi-use pathway system along the Neponset River, a bridge crossing, and connections to parks and open space. The work, which includes the layout of a primary pathway, canopy walk, two bridge designs, site plantings and furniture and access to the water, is a result of the Neponset River Master Plan completed in 2006. The trail construction is nearing completion.

**Casey Arborway Project, Jamaica Plain, MA**

Ms. Milliman is a landscape architectural designer for the Casey Arborway Project. She has completed design and research for a plaza associated with the Forest Hills Station head house on

## Emily Milliman

Washington Street and planting and pedestrian improvements along the newly constructed section of the Arborway. The project will result in public realm improvements for the many thousands of people that visit the historic park and parkland, access the Forest Hills Station, or use the recreational and commuter trails along the Arborway, the Southwest Corridor Park, and Washington Street. The project is currently under construction.

### Mission Park, Boston, MA

Ms. Milliman is a landscape architectural designer for the multi-phase landscape renovation project at Mission Park, an urban residential community in Mission Hill, Boston. She worked on the New Whitney Streetscape Pilot Project which included repairs to existing and new waterproofing on the parking structure and surface restoration including a neighborhood playground and splash park and streetscape redesign. In addition to site analysis and design work throughout the project, Ms. Milliman prepared presentation materials for client and community meetings. The pilot project was completed in 2015. Ms. Milliman is currently working on New Whitney Street Phase III, which is focused on continuing the landscape renovation on another section of New Whitney Street. Phase III includes the repair of the waterproofing membrane above parking structure, renewal of the streetscape, the design of a small plaza and other site elements similar to the pilot project. This phase is scheduled to be completed in 2017.

### Simmons College Labyrinth

Ms. Milliman assisted with the design of a small labyrinth garden in the heart of the Simmons College academic campus in Boston. This project followed the Campus Landscape Master Plan, which was created by CSS in 2007 and was designed to ready the campus for future improvement projects. The site design provides a vibrant space for students to gather and reflect within the context of a larger, more open space. The project, which was completed in 2015, includes a paved labyrinth, seating, and planting and activates the southeast corner of the central quad at Simmons.

### Mount Vernon Street, Boston, MA

Ms. Milliman was a landscape architectural designer for Mount Vernon Street. CSS collaborated with a design team and the City of Boston to rethink the street and develop new strategies for traffic control, place-making and landscape design. Residents and stakeholders say that the three quarter mile spine is currently a lifeless and intimidating walk, and at times their connections to the schools, day care, and youth centers are dangerous. The proposal includes the creation of a pedestrian and bicycle friendly route with better sidewalks, fewer street crossings, and the addition of a cycle track that not only makes the street safer, but also enhances the character and identity of the neighborhood. In addition to a streetscape design, Ms. Milliman worked with the design team to develop Design Guidelines which provide a framework for the development for Mt. Vernon Street. The design process engaged stakeholders in working towards temporary results that yield long term solutions.

## Emily Milliman

### Semitic Museum Landscape at Harvard University

While working for the Harvard Office of Campus Planning, Ms. Milliman was a landscape design consultant for the new landscape at the Peabody Museum at Harvard. The project involved the redesign of the east entrance to the museum and included circulation, planting, lighting, and site furniture. Ms. Milliman was responsible for site analysis, material selection, and digital modeling, and schematic design. The project was completed in 2014.

### Tozzer Courtyard Library at Harvard University

During her time at the Harvard Campus Planning and Design Office, Ms. Milliman was a landscape design consultant on the design team for a small academic courtyard outside the Tozzer Library on the Harvard campus in Cambridge, MA. With the renovation and new construction on the Tozzer Library building, the courtyard landscape was designed to provide a complimentary space adjacent to the library for studying, circulation, and leisure. Working with Assistant Dean Nazneen Cooper, Ms. Milliman was responsible for site analysis, digital modeling, and schematic design for the project. The project was completed in 2013.

### Boston Architectural College

Ms. Milliman is an adjunct instructor and has been teaching classes in community engagement and visual representation since 2014. Most recently she taught a course titled 'Illustration: Info-graphics, Diagrams, and Publishing' that focuses on visual story-telling and constructing project narratives through analogue and digital drawing.

### Ground, Inc.

As a design consultant at Ground Inc., Ms. Milliman worked with Principal Shauna Gillies-Smith to produce models, planting plans, competition renderings, portfolio sheets, green roof product research, and publication proposals.

## Haipeng Zhu

LANDSCAPE ARCHITECTURAL DESIGNER / URBAN DESIGNER

### Project Role

Landscape Architectural

Designer / Urban Designer

### Introduction

Mr. Zhu is a landscape designer with experience in streetscape, transit, and institutional design projects. Prior to joining Crosby Schlessinger Smallridge in 2013, Mr. Zhu was a landscape architect intern at Ground, Inc.

### Professional Background

- M.L.A., Rhode Island School of Design, 2013;
- Bachelor of Urban Planning and Design, Xi'an University of Architecture and Technology, 2009

### Representative Project Experience

#### Commercial Triangle Master Plan, Everett, MA

Mr. Zhu is an Urban Designer for the development of a Master Plan for the 110-acre mixed industrial, commercial and residential district. The illustrative and action-oriented plan for the future redevelopment of the Commercial Triangle, includes recommendations for land use and zoning, streetscape/roadway network improvements, multi-modal transportation improvements, marketing opportunities, public infrastructure improvements, and the creation of open space. Mr. Zhu assisted in developing design concepts, rendering plans, conducting studies of typical road sections, and creating 3D streetscape renderings.

#### TOD Smart Growth Study, New Rochelle, NY

Mr. Zhu was an urban designer for this study to develop a plan for a sustainable and vibrant mixed-use TOD district within a 1/2 mile radius of the New Rochelle Train Station. He helped to develop conceptual plans, schemes and 3-D renderings for this Plan which includes a market analysis, build out analyses for select parcels and major infrastructure improvements to create pedestrian and bicycle friendly streets, and a series of parks and plazas.

#### Development Plan for New Parcels in Sullivan Square, Boston, MA

Mr. Zhu was an Urban Designer for a parcel level development plan for new parcels in Sullivan Square resulting from a roadway realignment. He helped to develop a 3-D model and test-fit conceptual plans for alternative uses on the parcels. He also assisted in the development of final 3-D renderings to illustrate proposed development and public realm improvements.

#### Boynton Yards Transit Oriented Development Plan, Somerville, MA

Mr. Zhu was an Urban Designer for this 70 acre industrial site adjacent to the MBTA's Union Square Green Line Station. He helped to prepare conceptual TOD plans that identified land takings or acquisitions needed to develop optimum parcelization and street grids, proposed two alternative

CROSBY | SCHLESSINGER | SMALLRIDGE LLC

## Haipeng Zhu

street and parcel build out plans, and illustrated three alternative open space/public realm scenarios: Central Park, the boulevard, and linked squares.

### **Transit Oriented Development Planning, Newington, CT**

Mr. Zhu served as Urban Designer to develop conceptual TOD plans for the area around the Newington Junction Station under construction as part of the CT Fastrak Busway project from Hartford to New Britain. The station will also serve the commuter rail line proposed to connect New Haven and Hartford, CT to Springfield, MA.

### **Casey Arborway Project, Jamaica Plain, MA**

Mr. Zhu recently assisted in the design of a plaza associated with the Forest Hills Station head house on Washington Street, a plaza at a new head house connecting to Southwest Corridor Park, Shea Square – the reconfigured entrance to the historic Arborway and Franklin Park, and planting and pedestrian improvements along the newly constructed section of the Arborway. Mr. Zhu was responsible for modifying and adjusting the grading plans and detail sets for the construction documents in addition to creating renderings and representative boards for Shea Square.

### **Crossroads Initiative: Summer and Congress Streets, Children's Museum Crossing, Boston, MA**

Mr. Zhu is a landscape architectural designer for this streetscape project. As part of the City's Crossroads Initiative, these improvements will link these important streets to the Rose Kennedy Greenway as well as Boston's waterfront. The project includes traffic calming alternatives, balancing modes of transportation, new plantings, pavements, lighting, amenities, a wayfinding system and public art. Mr. Zhu worked with civil, traffic, and lighting engineers on design and construction documents contributed to the landscape grading and design plans and the cost estimate, and helped coordinate with other sub-consultants. The Children's Museum Crossing is currently under construction.

### **Ohio and Erie Canal Towpath Trail – Stage 4, Cleveland, OH**

Mr. Zhu is currently an urban and landscape architectural designer for planning documents and landscape architectural design of parks and pathway elements (pavements, railings, etc) for the trail. Other design elements include small parks, interpretive elements, and outdoor gathering areas for neighborhood events. Mr. Zhu's responsibilities include conducting studies of street section options and comparing different segment of the trail, compiling and optimizing the overall master plan, and designing concepts of parks and open spaces along the trail.

# CRAIG R. SEYMOUR, MANAGING PRINCIPAL

## PROFESSIONAL PROFILE

Mr. Seymour's primary area of expertise includes economic analysis, financial forecasting, strategic planning, feasibility analysis, real property valuation, transportation and project management. He has over twenty-five years of extensive experience in economic development, the socioeconomic evaluation of major projects, business and community planning and redevelopment financing. His responsibilities include management of the firm's economic and financial oriented consulting services, including the appraisal and research functions.

## EDUCATION

- AB in Economics/Civil Engineering; Brown University, Providence, Rhode Island
- Masters of Business Administration (MBA); University of New Hampshire

## PROFESSIONAL AFFILIATIONS

- Affiliate Member: Appraisal Institute
- Association of Defense Communities
- National Association of REALTORS
- Mass Economic Developers Association

## LICENSES

- Real Estate Broker
- Certified General Appraiser

## PROJECT EXPERIENCE

### Real Estate Analysis & Evaluation

#### Development Studies

Working with local land planners and engineers, analyzed the market potential for an historic building located on a prime riverfront parcel near downtown Jacksonville, Florida. The architecturally unique former industrial building could serve as a catalyst for neighborhood revitalization, provided sufficient public and private investment could be rationalized.

#### Appraisals

Managed the valuation process for the acquisition of several properties by a major utility as part of an environmental mitigation plan triggered by an acquisition.

### Master Planning

Prepared a real estate market analysis as part of a master plan for 400 acres in southern Rhode Island. The land uses envisioned for the site include highway retail, office, industrial (flex-tech & distribution) and corporate headquarters. Residential use, specifically age-restricted housing, was also considered along with the need for community facilities and recreational uses.

### Economic Development and Urban Revitalization Projects

#### Housing Market Research

Advised a major national homebuilder on the market potential for high-end condominiums in downtown Providence, Rhode Island. The proposed project, a relatively new concept for the area, was highly successful in terms of market acceptability, with the units selling out faster and at higher prices than anticipated.

#### Public Financing Strategies

Assisted a community throughout a comprehensive redevelopment program to transform a former hospital into a large mixed-use housing development. Services included contributing to the master planning effort, analysis of financial impacts, negotiation for the acquisition and subsequent sale of the property to a preferred developer chosen through a competitive evaluation process, and analysis of the fiscal impacts of alternative development strategies.

#### Regional Economic Development

Developed the market feasibility and financial plan for a 300-acre high-tech business park in central Maine that is funded through a unique tax-sharing strategy between 24 communities and a newly formed development authority. Work included determination of an equitable funding formula, which included a UDAG grant and a fiscal impact analysis for the host community.

#### Waterfront Development

Prepared an in-depth economic feasibility analysis for the redevelopment of a 70-acre waterfront site in Key West, Florida involving a major hospitality training center, mixed-use commercial/retail development and twenty-six units of affordable housing.

## JUDI BARRETT, DIRECTOR OF MUNICIPAL SERVICES

### PROFESSIONAL PROFILE

Judi Barrett is the director of RKG's Massachusetts office. Her areas of expertise include planning, zoning, housing and community development, and socioeconomic impact analysis. With over twenty-five years of experience in planning and community development, Judi has worked on a wide variety of engagements: comprehensive plans, housing plans and housing need studies, HUD Consolidated Plans, downtown plans, zoning ordinances and bylaws, development impact studies, and strategic plans. Judi has created innovative, award-winning plans for cities and towns and she is widely respected for her citizen participation work.

Judi manages most of RKG's planning services for local government clients in New England. She is a frequent panelist and guest speaker at professional conferences and a guest lecturer for graduate-level planning students. As Community Development and Housing Committee Chair for APA-MA, she has organized statewide conferences on inclusionary zoning, and she serves as a trainer both for APA-MA and the Citizen Planner Training Collaborative. Judi has led workshops for the APA National Conference and numerous regional conferences as well.

Before joining RKG, she served as planning director for Community Opportunities Group, Inc., and CDBG program manager for the Massachusetts Department of Housing and Community Development (DHCD). She previously worked for the Town of Plymouth (MA) as community development director, where she led highly successful housing, economic development, and tourism programs, including a downtown revitalization initiative.

### EDUCATION

- AB in History and Government; Harvard University, Cambridge, Massachusetts
- Graduate coursework in planning, land use law, and public finance at Harvard, Tufts University, and UMass-Boston

### PROFESSIONAL AFFILIATIONS

- American Planning Association, and Massachusetts Chapter (APA-MA) Board: Chair, Community Development & Housing Committee
- Massachusetts Association of Planning Directors (MAPD)
- Urban Land Institute (Boston), Housing and Economic Development Product Council

### RELEVANT PROJECT EXPERIENCE

#### Comprehensive Master Plans

*Sample Projects: Lincoln, Groton, and Dedham, MA*

Judi Barrett has led teams of consultants to prepare master plans for eighteen cities and towns. In each case, she was responsible for coordinating the work of staff and subcontractors, designing and conducting the public participation process, conducting a zoning audit and developing the future land use plan, and taking the lead role in preparing the housing and economic development components of the plan. Her master plans for the towns of Dedham and Lincoln, Massachusetts, won Outstanding Comprehensive Plan Awards from the Massachusetts Chapter of the American Planning Association (APA-MA). For Groton, she worked with the Town through the first phase of zoning implementation, writing new zoning for the business districts and a new Site Plan Review bylaw.

#### Town Center Planning and Zoning

*Sample Project: Needham, MA Needham Center Plan*

As subcontractor to an urban design firm, Judi Barrett prepared a feasibility analysis for sample sites and wrote new zoning for redevelopment in Needham Center. The zoning includes incentives for multifamily units over commercial space and incorporates design standards to accommodate the additional density.

#### Inclusionary Zoning Ordinance

*Sample Project: Beverly, MA*

Judi Barrett has worked nationally on inclusionary zoning. An example of her success with zoning for

affordable housing is the award-winning inclusionary zoning ordinance that she wrote for the City of Beverly (MA). The ordinance mattered to City officials because Beverly had passed the state's threshold for "mandatory" affordable housing permits (Chapter 40B), so without regulatory reform, the City did not have a way to incentivize affordable housing development. The ordinance provides significant as-of-right cost offsets for developments that include affordable units on site while still creating other avenues for developers to provide affordable housing. The ordinance has been very effective for creating new affordable housing in the downtown and other "smart growth" neighborhood commercial centers.

## Comprehensive Zoning Revision

*Sample Project: Northborough, MA*

Judi Barrett worked with the Northborough Planning Department, Planning Board, and Zoning Board of Appeals on a comprehensive revision of the town's Zoning Bylaw. The project involved over 50 committee and subcommittee meetings, numerous public hearings, and zoning map amendments to align Northborough's land use regulations with many changes that had occurred in the town since the last major zoning revision was done twenty years earlier. The new zoning includes neighborhood development incentives for a variety of housing types and more flexible rules for downtown development. Revisions to the zoning map eliminated "split lot" problems that had discouraged development proposals in the past.

## Housing Plans and Studies

*Sample Project: Falmouth, MA Housing Demand Study and Needs Analysis*

Judi Barrett worked with the Falmouth Planning Department on a comprehensive housing demand study and needs analysis. For this project, she obtained and analyzed a wide range of demographic and market data for the Town as a whole and each of its villages in an effort to identify minority and low-income concentration areas. She also completed a regulatory review and conducted an extensive housing policy and housing development capacity analysis and identified ways for the Town to improve in-house advocacy and project review skills. RKG won a Planning Project Award from APA-MA for Judi's work in Falmouth.

## Development Impact Analysis

*Sample Project: Hopkinton, MA Legacy Farms*

As consultant to the Hopkinton Planning Board and Town Attorney, Judi Barrett analyzed the impact of Legacy Farms, a 940-unit housing development, and assisted with negotiating the terms of a Host Community Agreement (HCA). The project preserved 500 acres of open space and created a mix of housing, including affordable apartments in a town with very expensive homes. It also brought over \$1 million in transportation improvements and development of a new drinking water supply in East Hopkinton. Since negotiating the original HCA, Judi has helped Hopkinton evaluate the financial impact of two changes proposed by the developer.

## Development Impact Analysis

*Sample Project: Plymouth, MA Plymouth Rock Studios*

The Plymouth Town Manager and Planning Department hired Judi Barrett to prepare a comprehensive economic and fiscal impact analysis of Plymouth Rock Studios, a proposed film production studio known locally as "Hollywood East." The project was slated for a 240+/- acre site in South Plymouth. The applicants sought zoning changes and tax relief from the Town, and special financing from the state, in order to lure the film production industry to Massachusetts and capitalize on the state's film production tax credits. Ultimately the project did not proceed due to questionable job creation projections and legal problems involving one of the developers.

## Neighborhood Revitalization Strategy Area (NRSA) Plans

*Sample Projects: Lawrence, MA; Hartford, CT; Davisville (North Kingstown), RI*

From her years of Community Development Block Grant (CDBG) experience, Judi Barrett has developed Neighborhood Revitalization Strategy Area (NRSA) designations for very-low-income neighborhoods in several communities. NRSA approval from HUD (or the state program) allows CDBG grantees to administer eligible housing and community development programs under more flexible national objective requirements, thereby making service delivery strategic and more efficient.

# ERIC HALVORSEN, AICP, SENIOR PROJECT ANALYST

## PROFESSIONAL PROFILE

Mr. Halvorsen's primary areas of expertise include land use, zoning, transit oriented development, transportation, and public participation. He has over nine of experience in community revitalization and regional planning. His responsibilities include planning services for municipal clients, research and writing, and civic engagement.

## EDUCATION

- BS in Environmental Planning and Design; Rutgers University, New Brunswick, New Jersey.
- Masters of City and Regional Planning, University of Illinois, Champaign-Urbana, Illinois.

## PROFESSIONAL AFFILIATIONS

- American Institute of Professional Planners
- American Planning Association
- Urban Land Institute
- Young Professionals in Transportation

## PROJECT EXPERIENCE

### Community Planning

#### **Downtown Revitalization**

Prepared a downtown revitalization action and implementation plan for the Town of Framingham, MA which built upon the existing vision established by the community in 2009. The action plan was focused on understanding the market for new development, the challenges of financing development in Downtown, and addressing the regulatory barriers through significant zoning changes. The process also included a multi-lingual public engagement component with several focus group meeting and a large interactive open house.

#### **Transit Oriented Development (TOD)**

Managed a research and place-based planning program that undertook TOD station area plans in 8 municipalities centered around the MBTA's rapid rail and commuter rail system. The plans included an analysis of the current real estate supply and demand for the neighborhoods surrounding the stations and issues that would influence new

development opportunities.

The projects also identified and offered recommendations for addressing regulatory issues in zoning and permitting, as well as transportation connectivity. The resulting plans helped catalyze the construction of mixed-use and multi-family housing developments in several of the communities and spurred successful applications to state programs for investments in key infrastructure projects.

### Zoning

#### **Constraints and Opportunities**

Developed a parcel-by-parcel build out analysis for several downtown locations in the Greater Boston region to better understand the implications of current zoning regulations on the built environment. Recommended zoning changes based on the outcome of the build out analysis that would help make new projects financially feasible and improve overall site and building design.

### Design Guidelines

Created a supplemental design guideline booklet for communities to help integrate new development into the historical framework of their downtown.

### Transportation Planning

Managed programs and completed plans for municipal-wide bicycle and pedestrian infrastructure and parking management. Developed specific recommendations for improving multi-modal transportation access across communities. Completed feasibility studies for improving public transit access across multiple municipalities.

### Public Engagement

Developed and implemented public engagement processes for groups as small as 10 and as large as 300. Engagement efforts included focus groups, site walks and tours, interactive open houses, small group exercises, and large town hall meetings. Engagement sessions have been held in multiple languages with interpretation and translation of written materials. Mr. Halvorsen has been trained as a facilitator by the Interactive Institute for Social Change (IISC).

# LAWRENCE E. CRANOR, JR. SENIOR PROJECT MANAGER

## PROFESSIONAL PROFILE

Mr. Cranor joined RKG Associates, Inc. in 1992, with 15 years experience in applied demography, market research, site selection and competition studies for other firms, including national retail chains. Mr. Cranor has applied this background to managing a wide range of assignments with RKG Associates, Inc. These assignments have included a broad variety of retail projects, consumer surveys and spending research, site location research, urban revitalization/marketing strategies and general economic development.

## EDUCATION

- B.A. Sociology, University of Cincinnati, Ohio, 1976
- MBA Marketing/Management, University of Cincinnati, Ohio, 1980

## PROFESSIONAL AFFILIATIONS

- Population Association of America
- New Hampshire Main Street

## PROJECT EXPERIENCE

### Retail Market Studies

Project Manager responsible for preparing market analyses and determining the expansion potential for national/regional/local retailers such as discount merchandisers, grocers, wholesalers, restaurants and outlet malls. These analyses include specific site/location research, customer surveys, sales forecasting and competition studies in many markets, including Rochester, New York; Merrimack, New Hampshire; Halifax, Massachusetts and West Hartford, Connecticut.

### Downtown Redevelopment

Project Manager responsible for developing economic strategies and implementation plans instrumental in revitalizing the downtown "urban core" of such communities as diverse as Gulfport, Mississippi; Lewiston, Maine; Watkins Glen, New York; Norwalk, Connecticut; and Hyannis, Massachusetts.

### Economic Reuse and Development Strategies

Project Manager responsible for analyzing the economic/market potential for the reuse and redevelopment of the Hunts Point Food Distribution Center, Bronx, New York; retail/market strategies associated with potential expansion of Gillette Stadium, Foxborough, Massachusetts; repositioning of the Pyramid in downtown Memphis, Tennessee; as well as the Memphis Fairgrounds (home of the Liberty Bowl), and reuse of a former Ford

assembly plant in Jacksonville, Florida.

### Housing Market Research

Prepared housing market studies for projects in several communities including Chicopee and North Andover, Massachusetts; Jacksonville, Florida; and, Norwalk, Connecticut.

### Local and Regional Economic Development Strategies Corridor Revitalization

Project Manager for a comprehensive plan to revitalize a blighted urban corridor in DeKalb County, Georgia; sections of the Silas Deane Highway corridor in Rocky Hill and Wethersfield, Connecticut; Irondequoit, New York; and more focused corridor studies for site specific development opportunities in New Jersey. Also, prepared market research and development feasibility studies in support of the recommendations.

### Cultural Facilities Analysis

Project Manager responsible for preparing a development feasibility analysis for a waterfront, 600 seat performing arts center in Fall River, Massachusetts. Completed an economic impact analysis, i.e. return to the City, of the Hyde Collection Art Museum in Glens Falls, New York.

### Neighborhood Revitalization

Project Manager responsible for developing revitalization strategies and implementation plans for specific neighborhoods within larger metropolitan areas, including: Hyannis, Springfield and Wellesley, Massachusetts; Blacksburg, Virginia; the "Bull's Head" neighborhood of Rochester, New York; and Bowling Green, Kentucky. These revitalization plans identified market-based economic and real estate opportunities within these neighborhoods (and in context to the larger metropolitan area) and developed implementation plans reflecting local financial and organizational capacities, often prioritizing actions in order to stimulate spin-off growth.

### Economic/Fiscal Impact Analysis

#### Convention/Cultural/Recreational Facilities

Project Manager responsible for analyzing the economic and employment impacts that a proposed expansion of the convention center, Basketball Hall of Fame and retail/restaurants offerings would have on the economy and urban revitalization of downtown Springfield, Massachusetts.

Project Manager in charge of reviewing retail, spending and hospitality analysis of economic and fiscal impacts, for the New York City Department of Environmental

Protection, associated with the development of a major tourism and resort facility proposed for 1,960 acres in the Catskill Mountains.

Project Manager responsible for assessing fiscal and economic impacts, noting potential sales tax and income tax revenues, from redevelopment of Graceland and the surrounding neighborhood (in Memphis, Tennessee).

On-call review economist for the Cape Cod Commission, of Massachusetts, for review and recommendations of a variety of developers' proposals for new, expanded retail and other commercial projects and their resultant economic/fiscal impacts.

#### ***Development Strategies and Impact Modeling***

Project Manager working with Westchester County, New York, to prepare economic and real estate development strategies for a selected cross section of industry clusters, targeting those with the greatest growth potential and fiscal return to the County. As part of this process, websites were also designed for the County, specifically targeting economic development and women/minority owned business and enterprises.

Project Manager responsible for developing a 20-year forecasting model for strategic fiscal planning, reviewing employment, sales tax revenue, property taxes and other income sources, for Ontario County, New York.

Project Manager working with Nassau County, New York, to recommend and prioritize redevelopment alternatives for the major commercial and recreational hub within Nassau County, accounting for more than 15% of the property tax revenue and 25% of the sales tax revenue.

Project Manager in charge of preparing an analysis of the costs and benefits associated with the BRAC expansion of Ft. Sill in Lawton, Oklahoma.

#### ***Highway and Airport Projects***

Prepared real estate analysis of impacts associated with the proposed reconstruction of the Gowanus Expressway, traversing the length of Brooklyn from Manhattan to Staten Island, on adjacent inner-city commercial districts. Developed a market and real estate analysis of impacts associated with the proposed expansion of Philadelphia, Pennsylvania airport.

#### ***Analysis of Proposed Retail and other Commercial Developments***

Project Manager for the preparation of economic/fiscal impact analyses of proposed Wal-Mart retail stores in Greenfield, Halifax and Quincy, Massachusetts; Ithaca, Lake Placid, Saratoga Springs, Ticonderoga and Victor, New York; Middletown, Rhode Island; and, St. Albans and St. Johnsbury, Vermont.

Project Manager responsible for developing a comprehensive analysis of the expansion of the Cape Cod Mall in Hyannis, Massachusetts; and repositioning of the former Scarborough Downs in Saco, Maine.

#### ***Chapter 43D Priority Development Sites***

Project Manager working with MassDevelopment and local communities to complete market studies and assess the redevelopment options for specific "quick-burn" sites throughout Massachusetts, including properties in Athol, Belchertown, Groton, Lee and Uxbridge.

**JENNIFER CONLEY, PE, PTOE**  
Transportation and Infrastructure Task Lead

Jennifer Conley is the lead supervising engineer for traffic engineering services in northern New England. Jennifer has over 20 years of transportation engineering experience. She has managed transportation master plans for municipalities and institutions, conducted corridor studies, designed pedestrian improvements, designed traffic signalization, evaluated bicycle connections, and prepared environmental impact statement submittals for commercial and residential real estate developments. Her technical skills are enhanced by her skills in the public forum. She has a reputation for clear, concise presentation of technical material that are easily understood by a layperson. Prior to joining WSP | Parsons Brinckerhoff, she was founder and president of Conley Associates, Inc., providing transportation planning and engineering services to public and private clients throughout New England.

**Representative Project Experience**

**Northside Drive Pedestrian Improvements and Intersection Design, Bennington, VT:** Project Manager for intersection improvements at the signalized intersection of Northside Drive at Emma Street and Bennington Plaza resulting from two different commercial developments. The smaller short term improvements included pedestrian push buttons and indicators in addition to a new crosswalk at the signalized intersection. To accommodate additional development, alternatives were developed including significant widening at the signalized intersection or installation of a roundabout. Alternatives were modeled and presented to VTrans using Synchro and VISSIM software. Ultimately, the roundabout was selected and was constructed.

**Washington Street Corridor Study, Wellesley, MA:** Project Director for preparation of a corridor study and design of the recommendations as mitigation for development of a mixed use development. Project included geometric improvements at intersections and significant focus on pedestrian amenities including sidewalk width and opportunities for crossing locations in a congested corridor. The chosen alternative resulted in better corridor operations for all users with minimal effects on parking.

**Grafton Common Circulation Study, Grafton, MA:** Project Director for completion of a comprehensive transportation study of the six major and multiple minor roadways that meet around Grafton Common. The goals of the study were to improve pedestrian connections, reduce vehicular conflicts, provide additional open space, and not degrade the vehicular operations. Six alternatives were developed to meet these goals. The recommended alternative reduced vehicular traffic on the west side of the Common which

**Highlights**

**Firm:**

WSP | Parsons Brinckerhoff

**Years of Experience:**

23

**Education:**

B.S., Civil Engineering, Rensselaer Polytechnic Institute, 1993

**Professional Registrations:**

Professional Engineer: Massachusetts (#41418), New Hampshire (#11009); Vermont (#9322)

**Professional Affiliations:**

Institute of Transportation Engineers (VT Chapter President); Women's Transportation Seminar (former WTS Boston Board member); Advisory Board for Civil and Environmental Engineering Department at Rensselaer Polytechnic Institute; Town of Killington VT Planning Commission (Vice Chairperson)

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**ITEM TITLE:** Review of Fiscal Year 2018 Budgets  
**ITEM SUMMARY:** a. Deputy Town Administrator/Finance - Budget Overview/Audit Update  
b. Fire Department

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Memo - J. Townsend	2/23/2017	Cover Memo
Fire Department Budget	2/23/2017	Cover Memo

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**MEMORANDUM**

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**TO:** BOARD OF SELECTMEN  
**FROM:** JOHN M. TOWNSEND, DEPUTY TOWN ADMINISTRATOR/FINANCE DIRECTOR  
**SUBJECT:** PRESENTATION FOR MONDY FEBRUARY 27, 2017  
**DATE:** FEBRUARY 23, 2017

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My presentation to the Board on Monday will cover the following topics:

- Update on the status of the FY 2018 Budget development
- Update on the status of the FY 2016 Independent Auditor's Report on Basic Financial Statements and Required Supplementary Information



# Town of Natick

Home of Champions

## Department: Fire

### Appropriation Summary

	2015 Actual	2016 Actual	2017 Appropriated	2018 Preliminary	2017 vs. 2018 \$ (+/-)      % (+/-)	
Salaries						
Personnel Services	\$ 7,635,349	\$ 7,731,515	\$ 7,908,165	\$ 7,872,542	\$ (35,623)	-0.45%
Total Salaries	\$ 7,635,349	\$ 7,731,515	\$ 7,908,165	\$ 7,872,542	\$ (35,623)	-0.45%

### Operating Expenses

Purchase of Services	\$ 59,920	\$ 46,061	\$ 61,688	\$ 51,600	\$ (10,088)	-16.35%
Other Services (Miscellaneous)	\$ 57,250	\$ 56,850	\$ 56,850	\$ 56,850	\$ -	0.00%
Supplies	\$ 4,521	\$ 10,836	\$ 7,000	\$ 6,000	\$ (1,000)	-14.29%
Other Supplies	\$ 92,821	\$ 91,567	\$ 125,521	\$ 118,000	\$ (7,521)	-5.99%
Public Safety Education	\$ 1,818	\$ 4,517	\$ 8,000	\$ 6,000	\$ (2,000)	-25.00%
<b>Total Operating Expenses</b>	<b>\$ 216,330</b>	<b>\$ 209,831</b>	<b>\$ 259,059</b>	<b>\$ 238,450</b>	<b>\$ (20,609)</b>	<b>-7.96%</b>

<b>Total Fire</b>	<b>\$ 7,851,679</b>	<b>\$ 7,941,346</b>	<b>\$ 8,167,224</b>	<b>\$ 8,110,992</b>	<b>\$ (56,232)</b>	<b>-0.69%</b>
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### Mission:

The mission of the Natick Fire Department is to provide and deliver a wide variety of public safety services. These shall include, but are not limited to Fire Suppression, Fire Prevention, Emergency Medical Care and Advanced life Support, various Technical Rescue capabilities, Emergency Planning, Disaster Mitigation and Life Safety Education. This Mission shall always be accomplished with a focus on Customer Service and Professionalism.



### Goals:

- Monitor and improve Emergency Medical Dispatch (EMD), this is a longterm work in progress.
- Discuss the possibility of an Assistant Chief's position with the priority focusing on successor training with the Board of Selectmen and the Town Administrator. I am still working on this concept.
- Institute a ticketing process so Fire Prevention has the ability to make violators comply with the code.
- We are always striving to improve our EMS delivery.
- Cross-train my administrative assistants so they can do each others jobs. This is getting closer to completion.
- Work with the public works to improve the Towns I.S.O. Rating. This is very attainable.
- Continue to assist the Police Chief in efforts to improve the Towns Emergency Management capabilities.
- Collaborate with Town Administrator and the Board of Selectmen to explore revenue enhancement opportunities: can we staff our spare ambulance to provide hospital transfers



## ***Town of Natick***

Home of Champions

### **Department: Fire**

#### **Budget Overview:**

##### **Main Purpose of the Department**

As cited in our Department Mission Statement, The Natick Fire Departments main purpose is to provide our community with a wide variety of services. This shall include, but is not limited to Fire Suppression, Fire Prevention, Emergency Medical Care and Advanced Life Support, various Technical Rescue capabilities, Emergency Planning, Disaster Mitigation and Life Safety Education

##### **Recent Developments**

The fire department lost over 130 years of service and experience with the retirement of a Captain, two Lieutenants and the Communications Superintendent this past year.

Natick Firefighters have trained 98% of the Natick High School student body (all four grades) and some teachers in CPR as of February 2016. We will continue to train the freshmen and junior classes this year with support from the town administration and the school department, this will maintain that all four grades of the Natick High School student body are trained in CPR. The CPR Team also trained town employees and citizens of Natick.

We have 10 Divers on the Dive Team, two being police officers (I added an additional police officer), this makes the team a multiagency team. This can be important especially when diving to recover criminal evidence and chain of custody.

A grant allowed us to try a software program and mobile data terminals so we could collect site information on our commercial properties. It worked so well that we will continue to inspect these properties, storing the data so we can retrieve it when it is needed.

##### **Current Challenges**

As the building boom continues in Natick and more complexes are added, is the fire department in terms of service and emergency response going to be overtaxed. This will be an ongoing assessment as more and more residential complexes are being built with no slow down in the immediate future expected.

##### **Significant Proposed Changes for the Upcoming Fiscal Year and Budget Impact**

The Fire Department has one firefighter in the Fire Academy and will start two more in early January with two Firefighters retiring in 2017. A new Communications Superintendent started in August of 2016.

##### **On the Horizon**

The Board of Selectmen has appointed a West Natick Fire Station Committee and they are in the process of moving this project forward, with a ground breaking in the not too distant future. The Department will continue to look at different staffing configurations. The Town agrees that a training facility to help facilitate firefighting skill maintenance is important and possibly could be incorporated with the New West Natick Fire Station Project.



## Town of Natick

Home of Champions

### Department: Fire

Staffing (Fiscal Year)	2014	2015	2016	2017	2018
Fire Chief	1	1	1	1	1
Deputy Chief	5	5	5	5	5
Captains	5	5	5	5	5
Lieutenants	15	15	15	15	15
Firefighters	56	56	56	56	56
Executive Administrative Assistant	1	1	1	1	1
Administrative Assistant	1	1	1	1	1
Fire Prevention Officer	1	1	1	1	1
Assistant Fire Prevention Officer	1	1	1	1	1
Training Officer - Captain	1	1	1	1	1
Superintendent of Communications	1	1	1	1	1
<b>Total FTE</b>	<b>88</b>	<b>88</b>	<b>88</b>	<b>88</b>	<b>88</b>
<b>Total FT/PT</b>	<b>88 FT / 0 PT</b>	<b>88 FT / 0 PT</b>	<b>88 FT / 0 PT</b>	<b>88 FT / 0 PT</b>	<b>88 FT / 0 PT</b>

#### Notes

EMT - Paramedic Total 36

EMT - Intermediate - Total 13

EMTs - Total 33

All the above totals include all personnel. Deputy's, Captains, Lieutenants, Firefighters.

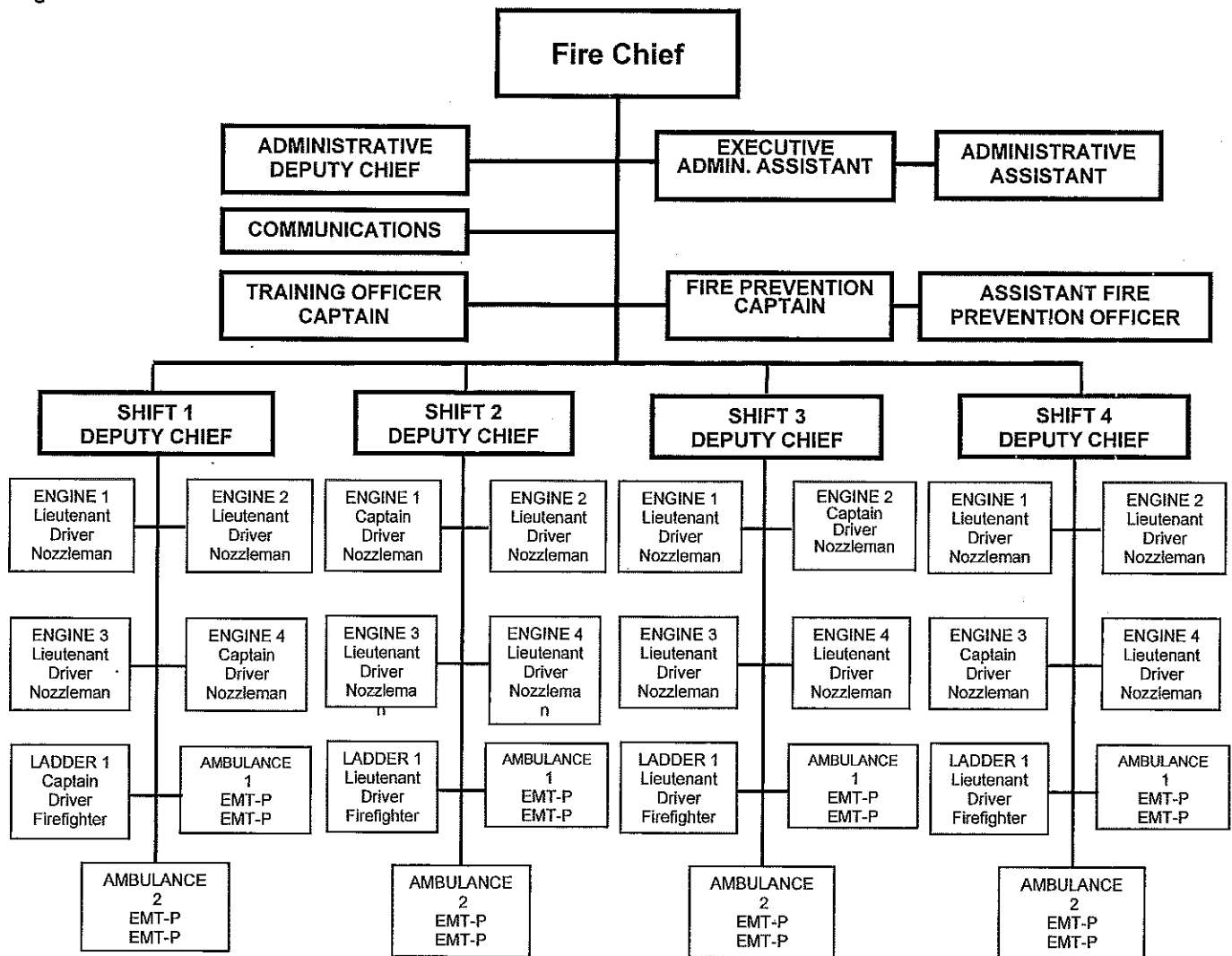


# Town of Natick

Home of Champions

Department: Fire

## Organizational Chart



### Notes:

Not all compliments are fully staffed at levels shown above. Budget accounts for staffing of 20 personnel/shift. Minimum manning level as of FY 2016 is 17/shift.



**Town of Natick**  
Home of Champions

Department: Fire

	2015	2016	2017	2018	2017 vs. 2018	
	Actual	Actual	Appropriated	Preliminary	\$ (+/-)	% (+/-)
<b>Salaries</b>						
Salaries Management	\$ 608,629	\$ 594,890	\$ 592,694	\$ 593,585	\$ 891	0.15%
Salaries Supervisory	\$ 1,404,661	\$ 1,427,976	\$ 1,390,860	\$ 1,386,246	\$ (4,614)	-0.33%
Salaries Operational Staff	\$ 3,161,805	\$ 3,275,592	\$ 3,374,639	\$ 3,348,525	\$ (26,114)	-0.77%
Salaries Technical/Professional	\$ 279,934	\$ 247,550	\$ 282,091	\$ 280,858	\$ (1,232)	-0.44%
Management Additional Comp	\$ 129,921	\$ 122,106	\$ 124,369	\$ 124,117	\$ (253)	-0.20%
Supervisory Additional Comp	\$ 365,103	\$ 382,263	\$ 377,817	\$ 387,607	\$ 9,790	2.59%
Operational Staff Additional Comp	\$ 778,670	\$ 821,390	\$ 868,672	\$ 858,459	\$ (10,213)	-1.18%
Technical/Professional Additional Comp	\$ 86,973	\$ 84,342	\$ 84,095	\$ 80,217	\$ (3,878)	-4.61%
FLSA Costs	\$ 37,748	\$ 34,657	\$ 45,000	\$ 45,000	\$ -	0.00%
<b>Sub-total Salaries &amp; Other Comp.</b>	<b>\$ 6,853,444</b>	<b>\$ 6,990,766</b>	<b>\$ 7,140,237</b>	<b>\$ 7,104,614</b>	<b>\$ (35,623)</b>	<b>-0.50%</b>
<b>Regular Overtime</b>						
Management Overtime	\$ 53,270	\$ 55,611	\$ 90,000	\$ 90,000	\$ -	0.00%
Supervisory Overtime	\$ 216,367	\$ 187,802	\$ 190,000	\$ 190,000	\$ -	0.00%
Operational Staff Overtime	\$ 356,772	\$ 310,379	\$ 220,000	\$ 220,000	\$ -	0.00%
Technical/Professional Overtime	\$ 13,216	\$ 13,625	\$ 45,000	\$ 45,000	\$ -	0.00%
Rescue Task Force	\$ -	\$ -	\$ 24,000	\$ 24,000	\$ -	0.00%
<b>Sub-total Regular Overtime</b>	<b>\$ 639,625</b>	<b>\$ 567,417</b>	<b>\$ 569,000</b>	<b>\$ 569,000</b>	<b>\$ -</b>	<b>0.00%</b>
<b>All Other Overtime</b>						
Management Overtime	\$ 12,496	\$ 18,967	\$ 25,000	\$ 25,000	\$ -	0.00%
Supervisory Overtime	\$ 27,326	\$ 35,526	\$ 39,828	\$ 39,828	\$ -	0.00%
Operational Staff Overtime	\$ 64,419	\$ 84,256	\$ 82,100	\$ 82,100	\$ -	0.00%
Technical/Professional Overtime	\$ 14,368	\$ 12,752	\$ 15,000	\$ 15,000	\$ -	0.00%
<b>Sub-total All Other Overtime</b>	<b>\$ 118,609</b>	<b>\$ 151,501</b>	<b>\$ 161,928</b>	<b>\$ 161,928</b>	<b>\$ -</b>	<b>0.00%</b>
<b>Total all Overtime</b>	<b>\$ 758,234</b>	<b>\$ 718,918</b>	<b>\$ 730,928</b>	<b>\$ 730,928</b>	<b>\$ -</b>	<b>0.00%</b>
Public Safety Education	\$ 23,671	\$ 21,831	\$ 37,000	\$ 37,000	\$ -	0.00%
<b>Personnel Services</b>	<b>\$ 7,635,349</b>	<b>\$ 7,731,515</b>	<b>\$ 7,908,165</b>	<b>\$ 7,872,542</b>	<b>\$ (35,623)</b>	<b>-0.45%</b>
Repairs & Maint. (Communications Equip.	\$ 24,234	\$ 15,682	\$ 12,526	\$ 16,000	\$ 3,474	27.73%
Communication Telephone	\$ 15,850	\$ 17,282	\$ 15,458	\$ 16,000	\$ 542	3.51%
Laundry Service	\$ 300	\$ -	\$ 300	\$ 300	\$ -	0.00%
Training & Education	\$ 1,552	\$ 2,293	\$ 12,000	\$ 5,000	\$ (7,000)	-58.33%
Dues/Subscriptions	\$ 3,270	\$ 3,114	\$ 4,700	\$ 3,300	\$ (1,400)	-29.79%
Fire Apparatus Equipment	\$ 6,871	\$ 4,795	\$ 9,440	\$ 7,000	\$ (2,440)	-25.85%
Other Services Miscellaneous	\$ 7,843	\$ 2,895	\$ 7,264	\$ 4,000	\$ (3,264)	-44.93%
<b>Purchase of Services</b>	<b>\$ 59,920</b>	<b>\$ 46,061</b>	<b>\$ 61,688</b>	<b>\$ 51,600</b>	<b>\$ (10,088)</b>	<b>-16.35%</b>
Clothing Allowance Mgmt	\$ 7,400	\$ 5,750	\$ 5,750	\$ 5,750	\$ -	0.00%
Clothing Allowance Supervisory	\$ 13,500	\$ 13,500	\$ 13,500	\$ 13,500	\$ -	0.00%
Clothing Allowance Operational Staff	\$ 33,750	\$ 35,000	\$ 35,000	\$ 35,000	\$ -	0.00%
Clothing Allowance Tech/Prof	\$ 2,600	\$ 2,600	\$ 2,600	\$ 2,600	\$ -	0.00%
<b>Other Services (Miscellaneous)</b>	<b>\$ 57,250</b>	<b>\$ 56,850</b>	<b>\$ 56,850</b>	<b>\$ 56,850</b>	<b>\$ -</b>	<b>0.00%</b>
Office Supplies	\$ 4,152	\$ 8,154	\$ 5,000	\$ 5,000	\$ -	0.00%
Supplies Computer	\$ 369	\$ 2,682	\$ 2,000	\$ 1,000	\$ (1,000)	-50.00%
<b>Supplies</b>	<b>\$ 4,521</b>	<b>\$ 10,836</b>	<b>\$ 7,000</b>	<b>\$ 6,000</b>	<b>\$ (1,000)</b>	<b>-14.29%</b>
Supplies Apparatus	\$ 21,904	\$ 13,558	\$ 27,196	\$ 22,000	\$ (5,196)	-19.11%
Supplies Ambulance	\$ 50,596	\$ 57,380	\$ 55,716	\$ 60,000	\$ 4,284	7.69%
Supplies Diving Equipment	\$ 4,000	\$ 3,909	\$ 4,097	\$ 6,000	\$ 1,903	46.45%
Supplies Personnel	\$ 16,321	\$ 16,720	\$ 38,512	\$ 30,000	\$ (8,512)	-22.10%
<b>Other Supplies</b>	<b>\$ 92,821</b>	<b>\$ 91,567</b>	<b>\$ 125,521</b>	<b>\$ 118,000</b>	<b>\$ (7,521)</b>	<b>-5.99%</b>
Public Safety Education	\$ 1,818	\$ 4,517	\$ 8,000	\$ 6,000	\$ (2,000)	-25.00%
<b>Public Safety Education</b>	<b>\$ 1,818</b>	<b>\$ 4,517</b>	<b>\$ 8,000</b>	<b>\$ 6,000</b>	<b>\$ (2,000)</b>	<b>-25.00%</b>
<b>Total Fire Department</b>	<b>\$ 7,851,679</b>	<b>\$ 7,941,346</b>	<b>\$ 8,167,224</b>	<b>\$ 8,110,992</b>	<b>\$ (56,232)</b>	<b>-0.69%</b>



## ***Town of Natick***

Home of Champions

Department: Fire

Line-Item Detail

### **Personnel Services:**

**Salaries Management** - Salaries for (1) Chief and (5) Deputy Chiefs

**Salaries Supervisory** - Salaries for (5) Captains and (15) Lieutenants

**Salaries Operational** - Salaries for (56) Firefighters and (2) Administrative Personnel.

**Salaries Tech/Professional** - Salaries for (1) Training Officer, (2) Fire Prevention personnel and (1)

Superintendent of Communications

**Additional Compensation** - This line includes longevity pay, EMS, educational, and Holiday Pay.

**Regular Overtime** - Full Overtime shifts either Ten (10) hour days or Fourteen (14) hour nights. This Overtime is used to maintain daily staffing requirements. Generally this overtime is used to fill vacancies created by vacation, sick leave, personnel days or Firefighters injured in the line of duty.

**All Other Overtime** - Working out of grade. Deferred Vacations, Storms, Fire Investigation, Partial Shift (held over, called in). M&M Rounds, Dive Training, Technical Rescue Training, Emergency Management, Command Staff Meetings and Miscellaneous Training.

### **Purchase of Services:**

**Repair & Maintain Communications Equipment** - Purchase and maintain mobile and portable radios and fire alarm Equipment and electrical purchases, etc.

**Communication Telephone** - Land lines and Nextel

**Laundry** - Annual cleaning of blankets and bedspreads.

**Training and Education** - Covers mandatory CPR Recertification, Audio Visual Equipment, Courses brought into Natick, vehicle for stabilization training. P.A.T. testing for new hires.

**In/Out State Travel** - Conferences, Seminars, etc.

**Dues/Subscriptions** - Professional organizations, District 14 Fire Chiefs Assoc., Mass. Fire Chiefs Assoc.

**Fire Apparatus Equipment** - Repair of nozzles, valves and all other ancillary equipment.

**Other Services-Miscellaneous** - Miscellaneous small purchases.

### **Other Services (Misc.):**

**Clothing Allowance** - Contractual stipend paid for uniform purchase, replacement.

### **Purchased Supplies:**

**Office Supplies** - Self explanatory

**Supplies Computer** - Printer cartridges, paper, discs and other related supplies.

### **Supplies - Fire:**

**Supplies Apparatus** - Replacement of Firefighting foam, hose replacement, SCBA (self contained breathing apparatus).

**Supplies Ambulance** - Re-stock day to day supplies, gloves, meds, bandages, oxygen, repair and replacement of all EMS equipment. An increase in this line-item is needed due to increase calls for ambulance service and a reduction in subsidies from area hospitals and the Department of Public Health.

**Supplies Diving Equipment** - Yearly testing and repair, replacement of equipment.

**Supplies Personnel** - Turnout Gear (boots, gloves, helmets, etc.), uniforms for new hires (contractual).

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**ITEM TITLE:** Personnel Board - Town Administrator's Job Description

**ITEM SUMMARY:**

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Email - S. Levinsky	2/24/2017	Cover Memo

-----Original Message-----

From: Steve Levinsky [mailto:[sdlevinsky@me.com](mailto:sdlevinsky@me.com)]

Sent: Friday, February 24, 2017 10:47 AM

To: Rick Jennett

Subject: For Monday's discussion

Via email to Rick Jennett, Chairman, Board of Selectmen

TO: Board of Selectmen

FROM: Steve Levinsky, Chairman, Personnel Board

DATE: February 23, 2017

Re: Town Administrator Search Assistance

A few weeks ago the Town Administrator announced that she would be leaving the Town when her contract expires.

The Personnel Board would like to offer our assistance to draft a Town Administrator job description and a detailed hiring specification for your consideration. While we understand that the Board of Selectmen will not be initiating a search for a while, our intention is to use this time to prepare and plan for a successful search process. We have the luxury of time and would like to be thoughtful and thorough by soliciting input from the many constituents in our community. We expect that our work will take six months to complete.

In addition to the five members of the Personnel Board, we will be reaching out to experts in our community and the region. Specifically, I will be asking Mike Rourke, former Deputy Town Administrator, to join us in our work.

Thank you for your consideration of our offer.

---

**ITEM TITLE:** Accept Resignation of Dave Given from the Contributory Retirement Board

**ITEM SUMMARY:**

---

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Resignation Letter	2/22/2017	Cover Memo
Memo RE Composition of the Board	2/23/2017	Cover Memo

February 22, 2017

Board of Selectmen  
Town of Natick  
13 East Central Street  
Natick, MA 01760

Re: Resignation From Natick Contributory Retirement Board (NCRB) Position

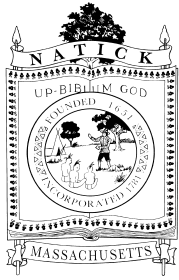
To whom it may concern:

It is with utmost regret that I must inform the Board of Selectmen that I can no longer continue my role as the Selectmen Appointee to the NCRB. I have been the Appointee since late 2003, and have enjoyed my time in this role. I cannot take full credit, but I also feel that I am leaving the NCRB in a solid place, both in terms of expertise and decision making.

Sincerely,

A handwritten signature in black ink, appearing to read "David A. Given". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

David A. Given



## TOWN OF NATICK Massachusetts 01760

TO: Board of Selectmen  
FROM: Donna Donovan  
RE: Natick Retirement Board  
DATE: February 23, 2017

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The Natick Retirement Board is comprised of five members consisting of two elected members, one member appointed by the Retirement Board, one member appointed by the Board of Selectmen, and an Ex-Officio. The Selectmen's appointed David Given, has submitted his resignation. The Board should accept Mr. Given's resignation and fill the vacancy with a term expiring June 30, 2018. The vacancy will be published in the Metrowest Daily News and on the Town's web site. The current roster consists of:

David Given	Selectmen's Appointment	June 30, 2018
B. Michael Reardon	Retirement Board's Appointee	February 1, 2018
Robert Drew	Elected	June 30, 2017
Michael Melchiorri	Elected	December 30, 2017
Virginia Cahill (Comptroller) Ex-Officio		N/A

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**ITEM TITLE:** 2017 Spring Annual Town Meeting Articles

**ITEM SUMMARY:** Articles 1, 8, 9, 10, 11, 15, 18, 31

---

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Memo RE Articles 1, 8, 9, 10, 11, 15, 18, 31 - M. White	2/23/2017	Cover Memo
Article 11-Revolving Funds-Motion	2/23/2017	Cover Memo
Article 31-Voluntary Sidewalk Snow Removal Program	2/23/2017	Cover Memo
Article 31-Background Memo-V. Griffin/J. Ostroff	2/24/2017	Cover Memo
Article 31-Proposed Motion	2/24/2017	Cover Memo
Article 31-MGL Ch 40 Sec 21	2/24/2017	Cover Memo
Article 31-Local Bylaws_Ordinances	2/24/2017	Cover Memo
Article 31-MA Sidewalk Snow	2/24/2017	Cover Memo
Article 31-Warrant Article	2/24/2017	Cover Memo



# **Town of Natick**

## **Town Administrator's Office**

**TO:** BOARD OF SELECTMEN  
**FROM:** MARTHA WHITE, TOWN ADMINISTRATOR  
**SUBJECT:** 2017 SPRING ANNUAL TOWN MEETING  
ARTICLES 1, 8, 9, 10, 11, 15, 18 & 31  
**DATE:** 2/22/2017

---

**Article 1. Authorize Board of Selectmen to Acquire, Obtain, Abandon or Relocate Easements**

This is a standard request at each Spring Annual Town Meeting authorizing the Board of Selectmen to accept, obtain, abandon or relocate easements. The Article specifies that any easement accepted by the Selectmen would be at no cost to the Town. The Administration requests that the Selectmen recommend favorable action on this Article.

**Article 8. Fiscal 2018 Morse Institute Library Budget**

The proposed FY 2018 Morse Institute Library budget reflects a 0.9% increase over the FY 2017 budget. The primary reason for this modest increase is that FY 2017 consisted of 52.2 pay weeks, whereas FY 2018 has 52.0 pay weeks. It should be noted that the Morse Library submitted Program Improvement Requests seeking funding for additional Sunday hours (total cost of approximately \$17,000) and additional funds for books and materials (\$6,000); the requests regarding Sunday hours was not included in the Preliminary Budget but the additional materials funding was. This budget has been favorably voted by the Finance Committee, and the Administration requests that the Selectmen recommend favorable action on this Article.

**Article 9. Fiscal 2018 Bacon Free Library Budget**

The proposed FY 2018 Bacon Free Library budget reflects a 0.05% decrease as compared to their FY 2017 budget. Again, fewer pay periods was a major contributor to the reduced budget requests. It should be noted that the Bacon Library submitted Program

Improvement Requests seeking funding for additional hours for the Assistant Director/Children's Librarian (\$5,500) and to increase their open hours (\$7,280); neither request has been included in the Preliminary Budget. This budget has been favorably voted by the Finance Committee, and the Administration requests that the Selectmen recommend favorable action on this Article.

**Article 10. School Bus Transportation Subsidy**

Another standard Spring Annual Town Meeting Article, this subsidy is intended to keep the transportation fees affordable to parents. This subsidy is one of three funding sources for the School Department's transportation program. The Department first draws upon its appropriated budget to cover the cost of regular bus transportation expenditures, and then accesses the Bus Fee revolving account. The final funding source in support of school transportation is this subsidy appropriation which is used only as needed; expenditures are restricted to the transportation program and any unspent money is returned to the General Fund. The request under this Article is \$394,202, which represents a 3% increase over the FY 2017 appropriation. The Administration requests that the Selectmen recommend favorable action on this Article.

**Article 11. Amend By-Laws to Establish and Authorize Revolving Funds**

Under the Municipal Modernization Act, Revolving Funds will now be stipulated under the Town By-Laws, rather than annual re-authorization by Town Meeting vote. In the future, to add a new Revolving Fund the Town By-Laws would have to be amended. See attached draft motion, currently under review by Town Counsel. The Administration requests that the Selectmen recommend favorable action on this Article.

**Article 15. Creation of Other Post-Employment Benefits (OPEB) Liability Trust Fund**

Similar to Article 11, the impetus for this Article is the Municipal Modernization Act, through which municipalities are authorized to establish an OPEB trust fund that complies with the legal requirements for trusts and with applicable GASB requirements. While the 2011 Fall Annual Town Meeting, under Article 8, voted to establish an OPEB Trust Fund, Town Counsel has advised that under the provisions of the Municipal Modernization Act, Town Meeting should re-authorize establishment of the fund. The Administration requests that the Selectmen recommend favorable action on this Article.

Article 18. Increase Personal Exemption Amounts

Another standard Article at each Spring Annual Town Meeting, this proposal allows the Property Tax Exemption Program to continue and be enhanced into FY2018, increasing the amount of property tax relief available to qualified applicants. The Town has voted an additional 2.5% increase each year for the last 20 years to try to keep pace with the rising taxes and, again, a 2.5% increase is proposed for FY 2018. The exemptions are funded through the Assessors' Overlay Account. The Administration requests that the Selectmen recommend favorable action on this Article.

Article 31. Sidewalk Snow and Ice Clearing for Safety

See materials submitted by petitioners.

**2017 Spring Annual Town Meeting**  
**Article 11 - Amend By-Laws to Establish and Authorize Revolving Funds**  
**Motion**

Move that the Town vote to amend the General By-Laws by creating a new Article 41A to read as follows:

**ARTICLE 41A**  
**REVOLVING FUNDS**

**Section 1. DPW Vehicles and Equipment**

Under the supervision of the Department of Public Works and the Town Administrator, the DPW Equipment Maintenance Supervisor may expend on an annual basis an amount up to and including \$100,000 for the purpose of purchasing vehicles and equipment at auction, utilizing revenue from the sale of surplus vehicles and equipment.

**Section 2. Morse Institute Library Purchase of New Books and Related Materials**

Under the supervision of the Library Trustees, the Morse Institute Library Director may expend on an annual basis an amount up to and including \$85,000 for the purpose of purchasing new books and other related materials, utilizing revenue collected from fines for overdue materials, and from charges for lost or damaged materials

**Section 3. Morse Institute Library Maintenance and Repair of Library Facilities and Equipment, Purchase of New Books and Related Materials**

Under the supervision of the Library Trustees, the Morse Institute Library Director may expend on an annual basis an amount up to and including \$25,000 for the purpose of maintenance and repair of Library facilities and equipment and the purchase of equipment for the Library, utilizing revenue collected from rental of Library facilities.

**Section 4. Community-Senior Center Rental, Maintenance and Improvement Projects**

Under the supervision of the Town Administrator, the Community Services Director may expend on an annual basis an amount up to and including \$75,000 for the purpose of funding costs associated with operating the facility's after-hours rental program, maintenance of the Community-Senior Center and improvement projects utilizing revenue received from building rental fees and donations.

**Section 5. Flu Clinics, Immunization Programs, Pandemic and Emergency Preparedness**

Under the supervision of the Board of Health, the Director of Public Health may expend on an annual basis an amount up to and including \$40,000 for the purpose of subsidizing funding for flu Clinics, children and adult immunization programs, pandemic and emergency preparedness utilizing revenue received from Medicare, Medicaid and health insurance reimbursements from the Board of Health's annual flu clinics.

**Section 6. Community-Senior Center Programs and Activities**

Under the supervision of the Council on Aging, the Community Services Director and the Director of the Council on Aging may expend on an annual basis an amount up to and including

\$95,000 for the purpose of funding programs and activities at the Community-Senior Center utilizing revenue received from participants in said programs and activities.

#### Section 7. Tobacco Control Programs and Enforcement

Under the supervision of the Board of Health, the Public Health Director may expend on an annual basis an amount up to and including \$25,000 for the purpose of funding tobacco control programs and enforcement, utilizing revenue received through grants, retail tobacco dealer permit fees and fines.

#### Section 8. Energy Conservation and Renewable Energy Projects

Under the supervision of the Town Administrator, the Sustainability Coordinator may expend on an annual basis an amount up to and including \$25,000 for the purpose of funding energy conservation and renewable energy projects utilizing revenue received through the Town's Pay for Performance energy rewards program.

#### Section 9. Tax Title Takings or Tax Title Foreclosures

Under the supervision of the Finance Director, the Treasurer/Collector may expend on an annual basis an amount up to and including \$100,000 for the purpose of funding expenses associated with a tax taking or tax title foreclosure utilizing revenue received from fees, charges and costs collected upon either i) the redemption of tax titles and ii) sales of real property acquired through foreclosures of tax titles.

#### Section 10. Curbside Compost Collection Program

Under the supervision of the Town Administrator, the DPW Director may expend on an annual basis an amount up to and including \$20,000 for the purpose of funding expenses associated with the curbside compost collection program utilizing revenue received through fees paid by program participants.

#### Section 11. Expenditure Limitations

Liabilities may be incurred against and funds may be expended from a revolving fund established and authorized by this by-law without appropriation subject to the following limitations:

1. Fringe benefits of full time employees whose salaries or wages are paid from the fund shall also be paid from the fund;
2. No liability shall be incurred in excess of the available balance of the fund; and,
3. In any fiscal year, the limit on the amount that may be spent from a revolving fund may be increased with the approval of the board of selectmen and finance committee.

#### Section 12. Interest

Interest earned on the monies credited to a revolving fund established by this by-law shall be credited to the general fund.

**TOWN OF NATICK**  
**SIDEWALK SNOW REMOVAL PROGRAM**  
*February 17, 2015*

**1. Intentions**

It is the intent of the Town of Natick in establishing this program to promote safety and convenience for all pedestrians, including, without limitation, school children, seniors, commuters, recreational users, and people with disabilities:

- A. Provide safe routes for walking
- B. Acknowledge limited financial resources to expand snow removal operations
- C. Recognize that public and private snow removal operations may effect sidewalk conditions
- D. Help ensure safe travel for people with disabilities
- E. Encourage personal responsibility and courtesy

**2. Definition**

- A. Sidewalk: paved section of public, private or unaccepted roadway layout reserved for pedestrian travel.
- B. Pathway: paved path connecting streets and neighborhoods

**3. Scope**

- A. This program is Town-wide in scope to all streets with sidewalks, and to all paths, to which the public has access, connecting neighborhoods.
- B. This program applies to all property owners, whether residential rental or owner-occupied, commercial, institutional or publicly owned property.
- C. Obstruction of sidewalks by snow removal operations is a violation of Town of Natick By-Laws.

**4. Voluntary action**

- A. The Town of Natick asks all residents and property owners to maintain a clear path for the safe use of sidewalks, curb cuts and pathways by removing snow and ice to a minimum width of thirty (30) inches by use of snow removal equipment and/or environmentally safe ice treatment as soon as practicably possible, but, in any event, no later than twelve (12) hours after the conclusion of snowfall.
- B. The Town of Natick asks all residents and property owners to maintain clear access to fire hydrants, building standpipes and rubbish or recycling containers to a minimum distance of thirty-six (36) inches, and to maintain clear access to bus stops. These

actions should be taken as soon as practicably possible, but, in any event, no later than twelve (12) hours after the conclusion of snowfall.

- C. The Town of Natick encourages residents and property owners to ensure that sidewalks and crosswalks have safe visibility for pedestrians.
- D. The Town of Natick By-Laws prohibit removed snow from being placed on roadways or on public property.

**5. Town communication**

The Town of Natick will periodically communicate the intent of this program to all residents and property owners through printed and electronic media.

**6. Liability**

- A. By issuing this program, the Town of Natick does not assume any liability for any injury, damage or other claim resulting from snow removal by residents and property owners.
- B. This program does not lessen or waive the legal liability of a resident or property owner for any claims of damages.

**7. Alternative**

- A. Residents who require help with snow removal for any reason are encouraged to contact the Town of Natick Community Services Department to register for assistance.
- B. Residents who seek to offer assistance with snow removal are encouraged to contact the Town of Natick Community Services Department.

## Memorandum

To: Board of Selectmen  
From: Victoria Grafflin and Josh Ostroff  
Date: February 24, 2017  
Re: Article 31, Sidewalk Snow Removal

Cc: Martha White, Town Administrator; James Hicks, Chief of Police; Jeremy Marsette, Director of Public Works; Tom Hladick, Deputy Director

For the information of the Selectmen and members of the public, this memo provides background information on the proposed bylaw for sidewalk snow removal.

First, we thank Town staff for their input on this proposed bylaw, as well as fellow citizens who have offered suggestions and comments.

The intention of this bylaw is to enhance community safety and the accessibility of pedestrian walkways in winter months. Maintaining passable sidewalks is a worthy goal and important to the community generally. Snow accumulation (and snow removal operations) during winter months can substantially impact the ability of residents to move around town safely. At particular risk are school children, seniors, people with disabilities, commuters, and those without the option of driving who must nonetheless buy food, get to work or otherwise travel on foot.

There is no magic pill or one specific prescription for improving the current situation. However, there are measured steps that can be taken to achieve the goal of enhancing pedestrian safety and accessibility in the winter and the bylaw proposes a combination of these measures.

There are several aspects of the sidewalk accessibility issue that this bylaw attempts to solve.

1. First and foremost, there is currently no explicit expectation that sidewalk accessibility should be maintained on a par with our expectations for roadways.
2. There is a lack of understanding about who should be responsible for which sidewalks, crosswalks and curb cuts.
3. The Town lacks equipment and personnel resources to clear more sidewalks than they already do.
4. Plow operators frequently but unintentionally plow snow onto sidewalks.
5. Residents, business and snow removal contractors often plow snow so as to obstruct sidewalks that have otherwise been cleared.

6. Enforcement of our limited existing bylaws is spotty, and people appear to be reluctant to file complaints; the police understandably do not issue citations in the absence of complaints.
7. We lack a system to coordinate volunteers who would shovel sidewalks for people who might otherwise do so and cannot; of course, there is boundless good will in the community and no lack of people who look out for their neighbors.
8. Many roads with pedestrian traffic lack sidewalks.

Taken together, these challenges produce a situation that is not acceptable.

Requiring residents and property owners to remove snow is an important part of the solution, but not the only component to improving the current situation. This proposal recognizes that it is not likely that the Town can bear the expense of additional equipment and personnel.

For reference, sidewalk snow removal bylaws and ordinances are fairly common in Massachusetts. By our research, assisted by generous volunteers, 96 cities and towns, representing 59% of the state's population, have at least some requirements that property owners remove snow, as allowed under state law. While these include the state's largest cities, most have fewer people than Natick. We have incorporated this requirement, along with several other provisions for Town Meeting's consideration. In quite a few municipalities, both residential and commercial snow removal requirements have been in place and have worked well for years.

Our proposal establishes a clear expectation but takes a flexible approach to achieving the goal by allowing for sufficient time after a snowfall for people to comply, through graduated implementation timetable, and by enabling town officials to modify or suspend requirements of the bylaw when situations demand greater flexibility.

Here are the main elements of the proposed bylaw.

1. A statement of expectations that sidewalks will be safely maintained.
2. Neither the town, nor other parties shall plow snow onto sidewalks other than on a temporary basis.
3. The Town will clear snow from crosswalks and curb cuts
4. The Town will communicate about what sidewalks are to be maintained by the Town.
5. Residents and property owners shall otherwise have responsibility to remove accumulated (i.e., not plowed) snow from their sidewalks, and to reasonably maintain them when slippery, within a reasonable period (12 hours following daylight after snow ceases).
6. Anyone may apply for a waiver from the Selectmen; the bylaw is silent on conditions, so the Board has broad latitude.

7. The Town shall notify the public about, and cause to be implemented (but is not responsible to maintain) a system whereby people may freely request and offer assistance.
8. The Town may suspend provisions of the bylaw temporarily, and may modify requirements (e.g., exempting various streets, etc.) following a public hearing.
9. A system of fines, beginning with a written warning, to take effect a year after the bylaw itself is effective; and the bylaw itself would take effect in 2018.

If the community is able to marshal its inherent good will, then this bylaw will be unnecessary. But we believe that Town Meeting should discuss, and we hope will enact standards that reflect our values, including safety and responsibility.

This discussion is important to have. Not all of the challenges noted can be easily, or equitable surmounted. Some people may be obligated to do more than their share, and others will benefit disproportionate to their effort. That's true of almost any service provided by the Town.

We have provided for your information:

- a proposed new bylaw Article 50, section 18
- The authorizing legislation in Massachusetts General Law
- A summary of relevant local laws, compiled with reasonable effort but with the caveat that some information may be inaccurate or outdated
- A table of cities and towns with some requirements for property owners to clear snow from public sidewalks
- A draft Q&A for the Finance Committee, who is scheduled to review this on March 7.

Thank you for your consideration. Please note that this bylaw, as a Citizen's Petition, has not been reviewed by Town Counsel. If the Board so chooses, we would be grateful to hear of Counsel's review before the Finance Committee considers this article.

Thank you for your shared concern for the safety of our community!

**Article 50    Police Regulations**  
**Section 18    Snow Removal**

- a. It is the intention of this section to ensure the safe use of the public ways and paved sidewalks by pedestrians in the Town.
- b. No person shall leave a vehicle or other impediment so as to obstruct snow removal operations.
- c. No person shall plow or deposit snow into any public way or paved sidewalk after it has been plowed.
- d. The Town, any person acting on behalf of the Town or any other individual engaged in snow removal shall not cause snow to be deposited upon any paved sidewalk such that less than 36 inches, or the width of the sidewalk if less than 36 inches, is obstructed for a period of greater than 12 hours.
- e. The Town shall ensure that crosswalks and pedestrian curb cuts on public ways are unobstructed by accumulated and deposited snow within 24 hours of the cessation of snowfall.
- f. The Board of Selectmen or its designee shall notice the public about the locations of sidewalk snow removal operations undertaken by the Town, and changes made thereto.
- g. The owner or person having care of any property abutting any paved sidewalk on a public way shall, within twelve (12) hours of daylight after any accumulation of snow, cause the same to be removed therefrom and shall, if such sidewalk becomes icy or otherwise slippery, cause the same to be covered with sand or other suitable substance. This provision shall not apply to the removal of snow deposited upon the sidewalk by the efforts of the Town or any other party.
- h. Any owner or person having care of any property abutting on any sidewalk on a public way may apply to the Board of Selectmen or its designee for a waiver of the requirement to remove accumulated snow from sidewalk.
- i. The Board of Selectmen shall cause to be implemented and noticed a system whereby residents of the Town may request and render assistance in the performance of sidewalk snow removal and maintenance as required herein.
- j. The Board of Selectmen or its designee shall have the power to temporarily suspend any provisions of this section, or to modify its requirements following a public hearing.
- k. Effective 12 months after the effective date of this bylaw, the penalty for any violation of this bylaw by persons not employed by or acting on behalf of the Town shall be a written warning for the first offense, \$50 for the second offense, and \$100 for the third and any subsequent offenses. Any day on which a violation occurs shall be deemed to be a separate offense.
- l. This bylaw shall be effective on January 1, 2018.

## MGL Chapter 40, Section 21: By-laws of towns; purpose

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Section 21. Towns may, for the purposes hereinafter named, make such ordinances and by-laws, not repugnant to law, as they may judge most conducive to their welfare, which shall be binding upon all inhabitants thereof and all persons within their limits. They may, except as herein provided, affix penalties for breaches thereof not exceeding three hundred dollars for each offense, which shall enure to the town or to such uses as it may direct. Notwithstanding the provisions of any special law to the contrary, fines shall be recovered by indictment or on complaint before a district court, or by noncriminal disposition in accordance with section twenty-one D.

- (1) For directing and managing their prudential affairs, preserving peace and good order, and maintaining their internal police.
- (2) For preventing the fall of snow and ice from roofs and securing the removal thereof in such portions of their limits and to such extent as they deem expedient. The penalty for violation of such by-laws shall apply to the owner of such building or to his agent having the care thereof.
- (3) For providing for the removal of snow and ice from the sidewalks, within the limits of the public ways therein to such extent as they deem expedient. The penalty for the violation of such by-laws shall apply to the owner of abutting property or his agent having charge thereof.**
- (4) For requiring owners of buildings near the line of public ways to erect barriers, or to take other suitable measures to prevent the fall of snow and ice therefrom upon persons traveling on such ways, and to protect such persons from other dangers incident to the maintenance, occupation or use thereof.
- (5) For declaring any sewer or drain laid in any land or way, public or private, opened or proposed to be opened for public travel, to be a common sewer, and that it shall not be laid or connected with any existing common sewer except by the board or officers authorized to lay and maintain common sewers.
- (6) For regulating, under a penalty not exceeding fifty dollars for each offence, the use of the common sewers and the connections which may be made therewith.
- (7) For regulating throughout the town or within a limited portion thereof, by any designated board or commission, the inspection, materials, construction, alteration or use of pipes and fixtures through which water is supplied by public water works; and to prohibit the use of such water by persons neglecting or refusing to comply with such by-laws.
- (8) For regulating, under a penalty not exceeding fifty dollars for each offence, the use of reservoirs connected with its water supply and land and driveways appurtenant thereto.
- (9) For regulating the width of tires of vehicles owned in such town and used on the highways thereof.
- (10) For requiring and regulating the numbering of buildings on or near the line of public or private ways and prescribing by whom and the method in which it shall be done.
- (11) For regulating the disposal by town boards, officers or departments of personal property belonging to the town.
- (12) For regulating the making of annual reports by boards, officers or departments not required by law to make such reports.

(13) For requiring all town officers to pay all fees received by them by virtue of their office into the town treasury, or to report the amount thereof from time to time to the selectmen, who shall publish the same in the annual town report.

(14) For prohibiting or regulating the leaving of vehicles unattended within the limits of private ways furnishing means of access for fire apparatus to any building.

(15) For regulating the use, occupation and maintenance, by clubs or associations, whether or not incorporated, of dwelling houses used in common by any or all of their members. In addition to any other remedy provided by law for violation of any ordinance or by-law made under authority of this paragraph, the superior court shall have jurisdiction in equity to restrain any such violation.

(16) For authorizing the superintendent of streets or other officer having charge of ways, for the purpose of removing or plowing snow, or removing ice, from any way, to remove, or cause to be removed, to some convenient place, including in such term a public garage, any vehicle interfering with such work, and for imposing liability for the cost of such removal, and of the storage charges, if any, resulting therefrom, upon the owner of such vehicle.

(16A) For authorizing the board or officer having charge of the collection of garbage and refuse, for the purpose of facilitating such collection, to remove, or cause to be removed, to some convenient place in the city or town, including in such term a public garage, from any portion of a public way therein or from any private way therein open to public use any vehicle parked contrary to a sign within one hundred feet banning parking at such time and place, and for imposing liability for the cost of such removal, and of the storage charges, if any, resulting therefrom, upon the owner of such vehicle.

(16B) For designating areas upon public streets to be used as bicycle lanes and for establishing a noncriminal ticketing procedure against violations of bicycle laws, and a schedule of fines for breaches thereof, not to exceed twenty dollars for each offense.

(17) For prohibiting or regulating the removal of soil, loam, sand or gravel from land not in public use in the whole or in specified districts of the town, and for requiring the erection of a fence or barrier around such area and the finished grading of the same. The superior court shall have jurisdiction in equity to compel compliance with any ordinance or by-law made hereunder. The penalty for violation of any ordinance or by-law made hereunder shall be as follows: for the first offence, fifty dollars; for the second offence, one hundred dollars; and for each subsequent offence, two hundred dollars. Any order or by-law prohibiting such removal hereunder shall not apply to any soil, loam, sand or gravel which is the subject of a permit or license issued under the authority of the town or by the appropriate licensing board of such town or by the board of appeal, or which is to be removed in compliance with the requirements of a subdivision plan approved by the town planning board.

(18) For regulating the inspection, materials, construction, installation, alteration or use of pipes, fittings and fixtures through which gas is supplied within buildings and other structures.

(19) For requiring any person excavating land or any person in charge of such excavation and for requiring any owner of land which has been excavated to erect barriers or take other suitable measures within two days after such person has been notified in writing by the mayor or city manager and the city council, the selectmen or the building inspector, of the city or town in which the land is located that in their opinion such excavation constitutes a hazard to public safety. The penalty for violation of any ordinance or by-law made hereunder shall not exceed two hundred dollars per day for every day such person is in violation of such notice commencing with the fourth day thereof. The superior court shall have jurisdiction in equity to compel compliance with any ordinance or by-law made under the provisions of this clause.

Notwithstanding the foregoing, no person shall be found guilty of a violation of such an ordinance or by-law, nor shall a person be compelled in equity to comply therewith unless, in the opinion of the court, such excavation constitutes a hazard.

(20) For requiring owners of land whereon is located an abandoned well or a well in use, to either provide a covering for such well capable of sustaining a weight of three hundred pounds or to fill same to the level of the ground. The penalty for violation of any ordinance or by-law made hereunder shall be a fine of not less than one hundred dollars nor more than five hundred dollars.

(21) For prohibiting or regulating the parking of any motor vehicle in front of any dwelling house except by the occupants of said dwelling house, provided that notice of said prohibition or regulation is given by the use of portable or permanent signs.

(22) For controlling and abating noise from whatever source, including, without limiting the generality of the foregoing, the right to restrict or limit the use of automobile horns and the operation of motor vehicles in such a manner as to cause excessive noise.

(23) For requiring that designated parking spaces for vehicles either owned and operated by disabled veterans or by handicapped persons and bearing the distinctive number plates authorized by section two of chapter ninety, or for vehicles transporting handicapped persons and displaying the special parking identification plate authorized by said section two of said chapter ninety, or for vehicles bearing the official identification of a handicapped person issued by any other state, or any Canadian Province, be provided in public and private off-street parking areas.

(a) Any ordinance or by-law made hereunder shall require any person or body that has lawful control of a public or private way or of improved or enclosed property used as off-street parking areas for businesses, shopping malls, theaters, auditoriums, sporting or recreational facilities, cultural centers, residential dwellings, or for any other place where the public has a right of access as invitees or licensees, to reserve parking spaces in said off-street parking areas for any vehicle owned and operated by a disabled veteran or handicapped person whose vehicle bears the distinguishing license plate authorized by said section two of said chapter ninety or for any vehicle transporting a handicapped person and displaying the special identification plate authorized by section two of chapter ninety or for any vehicle bearing the official identification of a handicapped person issued by any other state, or any Canadian Province, according to the following formula:?

If the number of parking spaces in any such area is more than fifteen but not more than twenty-five, one parking space; more than twenty-five but not more than forty, five per cent of such spaces but not less than two; more than forty but not more than one hundred, four per cent of such spaces but not less than three; more than one hundred but not more than two hundred, three per cent of such spaces but not less than four; more than two hundred but not more than five hundred, two per cent of such spaces but not less than six; more than five hundred but not more than one thousand, one and one-half per cent of such spaces but not less than ten; more than one thousand but not more than two thousand, one per cent of such spaces but not less than fifteen; more than two thousand but less than five thousand, three-fourths of one per cent of such spaces but not less than twenty; and more than five thousand, one-half of one per cent of such spaces but not less than thirty.

(b) Parking spaces designated as reserved under paragraph (a) shall be identified by the use of above-grade signs with white lettering against a blue background and shall bear the words "Handicapped Parking: Special Plate Required. Unauthorized Vehicles May be Removed at Owner's Expense". The spaces shall be as near as possible to a building entrance or walkway, shall be adjacent to curb ramps or other unobstructed methods permitting sidewalk access to a handicapped person and shall be at least 8 feet wide, not including the cross hatch access aisle as defined by the architectural access board established in section 13A of chapter 22. The cross hatch access aisle abutting a handicapped parking space shall be considered part of the handicapped parking space to which it abuts to provide individuals who use wheelchairs or other mobility aids with sufficient space to enter and exit their vehicles. No person shall park in the cross hatched access aisle.

(24) For prohibiting or regulating the standing or leaving of vehicles unattended within parking spaces designated as reserved for vehicles owned and operated by disabled veterans or handicapped persons and within certain other areas.

An ordinance or by-law made under this section shall prohibit or regulate the leaving of unauthorized vehicles within parking spaces, including the cross hatch areas, designated for use by disabled veterans or handicapped persons as authorized by clause (23) or in such a manner as to obstruct a curb ramp designed for use by a handicapped person as a means of egress to a street or public way.

The penalty for a violation of an ordinance or by-law made under this section shall be not less than \$100 nor more than \$300 and shall provide for the removal of the vehicle in accordance with section 22D. This penalty shall not be a surchargeable offense under section 113B of chapter 175.

## **Abington**

### ARTICLE I, Interference With Snow Plowing

#### §159-1. Removal of offending vehicles; liability for costs.

No person shall place or cause to be placed any vehicle on the public ways **and public sidewalks** in the Town of Abington which shall interfere with the removing or plowing of snow or the removal of ice. The Superintendent of Streets and the Chief of Police and those acting under the orders of either in the lawful performance of their duties for the purpose of removing snow or ice from any way may remove or cause to be removed to some convenient place (including a public **or private** garage) any vehicle interfering with such work and the owner of such vehicle shall thereupon be liable for the cost of such removal and of the storage charged, if any, resulting therefrom.

#### §159-2. Unsafe conditions caused by ice and snow.

No person shall plow, shovel, discharge or block a sidewalk, street or public way, place or cause to be placed, snow or ice which could cause an unsafe condition.

#### §159-3. Violations and penalties.

Whoever violates any provisions of this Bylaw shall be liable to a penalty of not more than \$50 for each violation.

## **Acton**

NONE

## **Acushnet**

NONE

## **Adams**

### § 105-2

#### **Snow and ice removal.**

A.

Removal from sidewalks required on certain streets. The tenant and, in case there is no tenant, the owner or any person having the care or control of any building or lot land bordering on any street or parts or portions of streets within the limits of the Town fire district shall not allow any snow or ice to remain upon any sidewalk in front of such lot or building for 24 consecutive hours but shall cause the same, within that time, to be reasonably removed from the entire width of such walks. In the event that snow and ice on a sidewalk have become so hard that they cannot be removed without the likelihood of damage to the sidewalk, the person or entity charged with their removal shall, within the time mentioned herein, cause enough sand or other abrasive to be put on the sidewalk to make travel thereon reasonably safe and shall then, as soon thereafter as weather permits, cause said sidewalk to be thoroughly cleaned.

B.

Throwing or pushing in public way. No person shall shovel, plow, push or throw snow or ice out into a public way.

C.

Erection and maintenance of gutters and barriers. Every owner of a building adjoining a street or public way shall erect and maintain suitable barriers, gutters and conduits or some other suitable measure to prevent the falling of snow, ice, rainwater and melted snow and ice from such building upon any person traveling or passing in such street or way or upon any sidewalk or footway.

**Agawam**

**§ 155-10**

Snow and ice removal; penalty.

A.

The tenant or occupant and, in case there is no tenant or occupant, the owner or persons having the care of any estate abutting upon any street, lane, court or square within the town where there is a sidewalk which now is established or set apart as such shall remove, within 24 hours after the ceasing to fall, any snow thereon.

B.

When any snow shall be collected or deposited upon any sidewalk mentioned in the preceding subsection, either by falling from some adjacent building or by drifting upon such sidewalk, the tenant or occupant or the owner or persons having the charge of the estate abutting upon such sidewalk shall within 24 hours after its being collected or deposited cause the same to be removed.

C.

Whenever any sidewalk mentioned in Subsection A shall be encumbered with ice, it shall be the duty of the tenant or occupant and, in case there is no tenant or occupant, the owner or persons having the charge of the estate abutting upon such sidewalk to cause such sidewalk to be made safe and convenient for transit by removing the ice therefrom or by covering the same with sand or some other suitable substitute within 24 hours after such sidewalk shall become so encumbered.

D.

No persons plowing, pushing or shoveling snow or ice from private parking lots, driveways or sidewalks in or upon any street or public way shall leave any ridge of ice or snow or other debris upon such public way as to cause hazardous or dangerous conditions.

E.

Any person violating any provision of this section shall be punished by a fine of not less than \$25. Each twenty-four-hour period that said violation is permitted to continue after receipt of the initial written notice shall constitute a separate violation and shall be punished by a fine of not less than \$25 per twenty-four-hour period. No additional written notice need be given for continuing violations. The Agawam Police Department, the Agawam Department of Public Works and the Agawam Department of Inspection Services shall be empowered to enforce the provisions of this section, and they may utilize the noncriminal disposition procedure provided in MGL c. 40, § 21D, as amended from time to time.

[Amended 2-3-1997 by TOR-96-9]

**§ 155-11**

Plowing of sidewalks by Department of Public Works.

The Department of Public Works shall have the authority to plow snow from sidewalks where children are required to walk to school on main arteries, including both paved and dirt sidewalks.

**Alford**

NONE

**Amesbury**

§ 400-5

Snow removal.

A.

The Director of Public Works or his agent, for the purpose of removing or plowing snow, or removing ice from any way, is authorized to remove any vehicle interfering with such work to some convenient place, which term shall include a public garage, and the owner of any vehicle so removed shall be liable for the cost of such removal and the storage charges, if any, resulting therefrom.

B.

No person shall push, dump, plow, or unload snow from private property into or onto any public way in City, nor shall any person, directly or indirectly, cause or permit his premises or any part thereof to be cleared of snow by pushing, plowing, removing, dumping, or unloading such snow upon any public or other way used for travel within the City.

C.

No person shall put or place any snow, ice, or other materials in any gutter in any of the streets of the City where a culvert has been constructed so as to prevent the free passage of water into such culvert.

D.

The tenant or occupant and, in case there shall be no tenant or occupant, the owner or any person having the care of any building or lot of land bordering on any street, lane, court, square, or public place within the City, where there is a sidewalk, shall cause all snow that may be on such sidewalk to be removed therefrom within 24 hours after the snow ceases to fall. The provisions of this subsection shall apply to snow which falls from buildings as well as to that which falls from the clouds.

**Amherst**

**REMOVAL OF SNOW AND ICE FROM SIDEWALKS**

(ATM - March 20, 1939 - Art. 12)

(Replaced - ATM - April 29, 1996 - Art. 29)

(ATM – May 1, 2006 – Art. 8)

1. The owner of any real property that abuts any sidewalk shall remove any and all accumulation, whether natural or otherwise, of snow and/or ice within 24 hours of the end of the precipitation which caused the accumulation. If the snow and/or ice has accumulated other than by precipitation, it shall be removed within 24 hours of its accumulation on such sidewalk. In order to comply with this bylaw, all sidewalks shall be cleared to the surface of the sidewalk, or, where it is impracticable to do so, the sidewalk shall be treated with sand or otherwise. It is the express intent of this bylaw to assure safe and convenient access on sidewalks to all travelers, including those with disabilities and/or mobility impairments, including people who use wheelchairs.

2. Any owner of real property who violates section 1, above, of this bylaw, shall pay a fine of \$10. Each 24-hour period in which snow and/or ice is not removed or treated as provided in section 1, above, shall constitute a separate offense. No prosecution or other proceeding hereunder shall be commenced more than 60 days from the violation. The provisions of this bylaw may be enforced through the non-criminal disposition method as provided in M.G.L. c. 40, § 21D. For the purpose of non-criminal disposition, the following shall be enforcing persons: Police Officers.

3. In addition to the remedies provided in section 2, above, the Select Board in its discretion, may after due notice to the owner of the real property, and an opportunity to be heard, perform or otherwise cause the clearing or treating of snow and/or ice to be performed and recover from said owner the expense therefore which shall not exceed \$500.00. Such expense shall constitute a municipal charge lien against the real property as provided in M.G.L. c. 40, § 58.

## **Andover**

### **§ 20**

#### **Sidewalk snow removal. [1]**

The tenant, occupant or owner of any building or land bordering on any street or way where there is a sidewalk or canopy in the below delineated areas in the Town of Andover shall cause snow to be removed from said sidewalk or canopy by 10:00 a.m. on any day except Sundays and holidays following snow storms wherein the snow ceases to fall by 7:00 a.m.:

- (a) Both sides of Main Street between Elm Square and Punchard Avenue.
- (b) North side of Elm Street between Main Street and a point 51 feet westerly of Elm Court.
- (c) South side of Elm Street between Post Office Avenue and a point 232 feet easterly of Post Office Avenue.
- (d) North side of Park Street between Main Street and a point 344 feet easterly of Main Street.
- (e) South side of Barnard Street between Main Street and Bartlet Street.
- (f) North side of Chestnut Street and a point 163 feet easterly of Main Street.
- (g) North side of Essex Street between Main Street and a point 325 feet westerly of Main Street.
- (h) South side of Essex Street between Central Street and a point 360 feet westerly of Central Street.
- (i) South side of Chestnut Street and a point 125 feet easterly of Main Street.
- (j) West side of North Main Street between Windsor Street and a point 250 feet southerly thereof.
- (k) East side of North Main Street between Haverhill Street and a point 80 feet northerly of Haverhill Street.
- (l) North side of Haverhill Street between North Main Street and Riverina Road.
- (m) North side of Lowell Street between Poor Street and a point 110 feet westerly of Poor Street.
- (n) Westerly of Poor Street between Lowell Street and a point 70 feet northerly of Lowell Street.

[1]

Editor's Note: See also § 9 of this Art. XII, Interference with snow plowing.

<http://www.ecode360.com/15619831?highlight=sidewalks,sidewalk#15619831>

## **Aquinnah**

NONE

## **Arlington**

### **Section 24. Snow Removal - Residences**

(ART. 19, ATM – 04/28/04), (ART. 45, ATM – 05/12/97), (ART. 23, ATM – 04/27/11)

The owner or occupant of any residentially zoned land abutting a paved sidewalk in the Town shall cause all snow and ice to be removed from said sidewalk by plowing, shoveling, scraping or otherwise so as not to damage such sidewalk, and within eight hours between sunrise and sunset after such snow and ice have come upon the sidewalk. Only so much of said sidewalk that shall afford a space wide enough to accommodate the passage of two pedestrians shall be required. Violations of this section shall be punishable by a fine of \$25 per day that the snow and ice are not so removed. The Board of Selectmen is authorized to promulgate rules and regulations consistent with this section relative to the ticketing procedures to be utilized; the Board is also authorized to exempt citizens upon petition showing demonstrable extreme hardship due to a combination of health and financial duress. Failure to comply with the requirements of this section may result in the Town causing removal of snow and ice at its expense and assessing the cost of that removal against the owner or occupant who failed to comply, in addition to or in place of any applicable fines.

## Section 25. Snow Removal - Apartments / Condominiums

(ART. 20, ATM – 04/28/04) (ART. 45, ATM – 05/12/97) (ART. 23, ATM – 04/27/11)

The owner of any residential property utilized for apartment house or multi unit condominium use that abuts a paved sidewalk in the Town shall cause all snow and ice to be removed from the entire width of such sidewalk by plowing, shoveling, scraping or otherwise so as not to damage such sidewalk, and within the first three hours between sunrise and sunset after such snow and ice have come upon such sidewalk. Violations of this section shall be punishable by a fine of \$50 for each day the snow and ice are not so removed. The Board of Selectmen is authorized to promulgate rules and regulations consistent with this section relative to the ticketing procedures to be utilized. Failure to comply with the requirements of this section may result in the Town causing removal of snow and ice at its expense and assessing the cost of that removal against the owner or occupant who failed to comply, in addition to or in place of any applicable fines.

## Section 26. Snow Removal - Businesses

(ART. 11, STM – 01/25/88) (ART. 21, ATM – 04/28/04) (ART. 45, ATM – 05/12/97) (ART. 23, ATM – 04/27/11)

The owner or occupant of any land abutting upon a sidewalk of a public way in this Town, which said property is used for business purposes other than farm business, shall cause all snow and ice to be removed from such sidewalk. Such snow and ice shall be so removed by ploughing, shoveling, scraping or otherwise so as not to damage such sidewalk, and within the first three hours between sunrise and sunset after such snow and ice has come upon such sidewalk.

Violation of this section shall be punishable by a fine of \$50 per day that the snow and ice are not so removed. The Board of Selectmen is authorized to promulgate rules and regulations consistent with this section relative to the ticketing procedures to be utilized. Failure to comply with the requirements of this section may result in the Town causing removal of snow and ice at its expense and assessing the cost of that removal against the owner or occupant who failed to comply, in addition to or in place of any applicable fines.

## **Ashburnham**

Section 6 Any person owning a building so situated and constructed that snow or ice on the roof or other portion thereof would fall or slide to, on or in any sidewalk, street, road, way or other public place, shall cause suitable snow guards or barriers to be attached or erected on such roof or other portion of such building or take other suitable measures to prevent the fall or sliding of snow or ice therefrom.

Section 7 No person shall shovel or throw snow or ice into that portion of any public way, which is open to travel. No person shall pump or direct water so that it runs in or on to any public way.

## **Ashby**

Section 4. No person shall plough, or otherwise cause to be ploughed or otherwise placed on driveways, parking areas, or other surfaces, snow accumulated thereon in such a manner as to result in its accumulation on a town road or other public way.

<http://www.ci.ashby.ma.us/document/TOWN%20BYLAWS%202015.pdf>

**Ashfield**

NONE

**Ashland**

§ 249-9

Snow and ice.

No person in clearing his own property shall throw, plow or otherwise cause snow or ice to be placed on any street or way. Any person found violating this section shall be liable to pay to the town a fine of fifty dollars (\$50.) for each such occurrence.

§ 249-13

Removal of vehicles obstructing removal of snow and ice.

A.

The Superintendent of Streets or other officer having charge of ways of the town shall have authority for the purposes of removing or plowing snow or removing ice from any way in the town to remove or cause to be removed to some convenient place, including in such terms a public garage, any vehicle interfering with such work.

B.

The owner of any such vehicle so removed shall be liable for the reasonable cost of such removal and storage, and delivery of the vehicle to said owner may be withheld by the Superintendent of Streets or other officer having charge of the ways in the town until such reasonable costs shall be paid.

C.

Whenever any vehicle is so removed the Police Department of the town shall be notified, and said department shall render all necessary assistance to the Superintendent of Streets or other officer having charge of ways in enforcing this chapter.

§ 249-14

Placement of snow in public ways.

All residents, tenants, homeowners, business establishments and private plowing contractors not employed by the town are prohibited from placing snow within the public way in any manner which will cause any public inconvenience or create a hazard.

**Athol**

2.3 Violation of Chapter V, S15 of the bylaws "failure to shovel sidewalks of ice and snow after a storm. Commercial and residential areas."

Enforcing Agent: Police Department

Penalty: First offense warning

Second and subsequent offense \$20;

(Amended at the October 18, 2004 Fall Town Meeting. Approved by the Attorney General on December 22, 2004.)

2.7 Violation of Chapter V, S29A of the bylaws "piling, pushing or plowing snow onto a public way."

Enforcing Agent: Police Department

Penalty: First and subsequent offense \$25

Section 13. Every owner of a building standing near the line of a public way or street shall erect and maintain suitable barriers or take other suitable measures to prevent the falling of snow and

ice, and rain water or melted snow or ice from such building upon any public street, way, sidewalk or footway.

**Section 15.** The owner of any real estate abutting upon any sidewalk now in use - or hereafter constructed within the Town shall, except when exempted as noted below, within forty eight (48) hours after the ceasing to fall or form of any snow, ice or sleet; shall cause the same to be removed from such sidewalk, and if the same cannot be wholly removed, shall sprinkle thereon sand, or other proper substance, so that such sidewalk shall be safe for travel.

15.1 The property owner shall not be responsible for removing snow on an abutting sidewalk if an excessive amount of snow is plowed onto the sidewalk by municipal or state vehicles (in the course of plowing a public way) which cannot be reasonably removed by hand shoveling, or by a mechanical snow blower marketed as a residential model.

15.2 The property owner shall not be responsible for removing snow on an abutting sidewalk if a law enforcement agency, or other agency having jurisdiction, determines a police detail is necessary.

15.3 The property owner shall not be responsible for removing snow on an abutting sidewalk if an extreme hardship is determined to exist. This determination to be made by the Town Manager or the Town Manager's agent.

15.4 No fines will be imposed on any property owner until the Town has completed clearing and/or treating all sidewalks that abut Town property.

15.5 With the written approval of the Town Manager, any Owner, or owner's agent, when compliant with Chapter V, S15 will be held harmless by the Town and the Town shall defend the owner, or the owner's agent, at town cost in the event of litigation regarding snow removal from said sidewalk. If the Town Manager does not agree to defend the owner, or owner's agent, then the owner, or owner's agent, has the right to appeal the decision to the Board of Selectmen. (Amended at the October 18, 2004 Fall Town Meeting. Approved by the Attorney General on December 22, 2004.)

**Section 29.** Any motor vehicle that is parked in any manner on a public way that interferes with the snow removal operation or snow plowing operation, if the owner cannot be located, may be towed at the discretion of the Police Department at the expense of the owner.

**Section 29-A.** "No person other than an employee in the service of the town or an employee in the service of an independent contractor acting for the town shall pile, push or plow snow or ice onto a town highway so as to impede the flow or traffic on such a way. Whoever violates this section shall be punished by a fine of not more than twenty dollars (\$20.00).

### **Attleboro**

11-10.3 No owner, tenant, or occupant of real estate, nor any employees or contractor employed by the aforementioned shall place or cause to be placed, snow accumulation upon any public sidewalk, street, parking lot, or other public place by plowing, shoveling, or other means in any section of the City. The only exception to the will be such areas as may be designated by the Superintendent of Public Works.

Section 11-10 Sidewalk Snow Removal (Deleted 12/7/99) 11-10.2 (Deleted 12/21/99)

### **Auburn**

13.04: Snow and Ice Onto or Across Public Property

(1) No person, other than an employee or other person in the service of the Commonwealth of Massachusetts or the Town of Auburn, shall direct, discharge, dump, shovel, pile, push, blow, plow, or deposit snow, ice, or water under conditions where water would be

subject to freezing onto, into, or across any public way, including sidewalks, public property, or fire hydrants or cause, direct, sanction, or authorize any such activity involving snow, ice, or water on a public way or public property.

(2) No person shall allow water from sump pumps and/or drains to flow on any public roadway, sidewalk, or Town owned-property.

(3) Law enforcement officers and the Director of the Department of Public Works, or his or her Designee are the enforcing authority for this section.

### **Avon**

NONE

### **Ayer**

#### **ARTICLE IX - POLICE REGULATIONS**

SECTION 5. The tenant or owner of any estate abutting on any street, highway, or town way in the town, and where there now is, or hereafter may be, a sidewalk constructed of or covered with concrete, brick, cement, stone, wood, or any other material than earth, ashes, or gravel, shall within twelve hours after the ceasing to fall, form, or drift thereon, of any snow, sleet or ice, remove or cause to be removed such snow, sleet, or ice therefrom so far as it can be removed, and if the same cannot be wholly removed shall sprinkle, or cause to be sprinkled thereon, sand, ashes, sawdust, or other suitable substance, so that such sidewalk shall not be slippery and shall be safe and convenient for public travel.

### **Barnstable**

#### **§ 206-5**

Snow and ice on street restricted.

[Amended 11-6-1978, approved 2-6-1979]

No person shall throw or put snow or ice into a street or on a sidewalk unless especially authorized by the Superintendent of Public Works or his designee.

#### **§ 206-6**

Removal of vehicles interfering with removal operations; storage charges.

[Amended 11-6-1978, approved 2-6-1979]

The Superintendent of Public Works or his designees is hereby authorized to remove, or cause to be removed, to some convenient place, including in such term a public garage, any vehicle interfering with the removing or plowing of snow, or the removing of ice, from any public way, and to impose liability for the cost of such removal and the storage charges, if any, resulting therefrom, upon the owner or the person in possession of such vehicle.

#### **§ 206-7**

Violations and penalties.

[Amended 5-18-1976, approved 9-13-1976]

Hereafter, anyone who shall place snow or ice upon any street in violation of this article, or who shall fail to remove any vehicle interfering with the removal or plowing of snow or ice from a public way shall be subject to a fine not to exceed \$50 for each offense.

### **Barre**

Article II:

Snow From Private Property

[Adopted 5-14-1990 ATM, Art. 28]

#### **§ 108-3**

Prohibited actions.

Plowing, pushing or removing snow from private property and placing said snow onto or upon a public way is not permitted.

§ 108-4

Violations and penalties.

Any person plowing, pushing, or removing snow from private property and placing said snow onto or upon a public way shall be subject to a fine of \$50. Each day snow is so placed onto or upon a public way shall constitute a separate offense.

<http://ecode360.com/9219709>

**Becket**

NONE

**Bedford**

46.10 Clearing of Obstructions on Sidewalks, Placing Snow on Public Way or Town Property  
The owner of land abutting a public sidewalk or a sidewalk to which the public has access as licensees or invitees shall insure that no trees, vegetation or brush intrude from his or her land into the area of the sidewalk. No person shall deposit or place or cause to be deposited or placed any snow, other than incidental amounts of snow, on any public sidewalk, street or way which has previously been cleared of snow, nor shall any person deposit or place or cause to be deposited or placed any snow or ice upon town property without express permission of the Director of Public Works. This section may be enforced by the Director of Public Works or designee, or the Chief of Police or designee, thereof through the provisions of M.G.L., C. 40, § 21D, and the penalty for each violation shall be one hundred dollars (\$100.00).

46.15 Vehicles obstructing snow removal

No person shall place or cause to be placed any vehicle which will interfere with the removal or plowing of snow or the removal of ice in any street or public way in the Town.

46.16 Removal of vehicles obstructing snow removal

The Department of Public Works is authorized and empowered to remove or cause to be removed any vehicle obstructing the plowing of snow or the removal of ice to some convenient place including a public garage. The owner of the vehicle shall be liable for the cost of such removal and any resulting storage charges

**Belchertown**

NONE

**Bellingham**

Snow removal operations; liability for violations.

§ 191-1

Snow removal operations; liability for violations.

No resident shall permit or cause snow to be pushed on, pushed over or placed across a public way or sidewalk. The penalty for violating this article is the responsibility of the resident.

**Belmont**

§ 60-800

Public ways, sidewalks and rights-of-way.

A. No person, other than an authorized Town agent, shall place or throw or cause to be placed or thrown onto any public sidewalk, street, fire hydrant, or highway or upon any of the common lands of the Town any snow, dirt, gravel or foreign substance, including excrement or noxious or slippery liquids or material, or suffer the same to remain thereon after being notified by a police officer to remove the same.

[Amended 4-26-1999 ATM, approved 10-18-1999; 5-29-2013 STM, approved 10-8-2013]

B. Other than for official Town or conservation purposes, no person shall place or cause to be placed on any public sidewalk, street or highway, or upon any of the common lands of the Town, any refuse containers to be collected for disposal of refuse by the Town or any other collector of refuse and suffer the same to remain thereon for more than 24 hours prior to the time said containers are scheduled to be collected for disposal of refuse or for a period of time terminating at 8:00 a.m. on the day following the said collection. In connection with a project for construction, demolition or repair of any building or any other construction for which disposal of refuse cannot be effected in accordance with the preceding sentence, the owner of the property upon which such construction, demolition or repair is undertaken may apply to the Board of Selectmen or its designee for a written permit which the Board or its designee may in its discretion issue subject to such terms and conditions, including a bond, as may be deemed necessary and appropriate to protect the public safety.

[Amended 4-23-1984 ATM, approved 7-30-1985]

C. No person shall erect, set up or maintain any fence, portico, platform or doorstep extending into or on any public sidewalk or way.

D. Obstructions.

[Amended 4-28-2008 ATM, approved 12-23-2008]

(1) No person shall permit a tree, branch thereof, hedge, bush or shrubbery growing on his/her land to extend over or overhang any street, sidewalk or highway so as to interfere with the free and full use of such street, sidewalk or highway.

(2) No person, other than an authorized agent of the Town, may place or cause to be placed or maintained any permanent or temporary structure or any natural or man-made materials on any public street, sidewalk or highway in such a manner as to obstruct or otherwise interfere with the free and full use of such public street, sidewalk or highway for the passage of vehicles or pedestrians, except upon written permit or authorization from the Board of Selectmen or its designee, which the Board or its designee may in its discretion issue subject to such terms and conditions, including a bond, as may be deemed necessary and appropriate to protect the public safety.

(3) In addition to other penalties applicable to violation of these bylaws, in the event the Town undertakes to remove any obstructions described in Subsection D(1) and (2), the Town may charge the landowner for the reasonable cost thereof.

E. Authorization required for certain activities.

[Amended 4-28-2008 ATM, approved 12-23-2008]

(1) No person, other than an authorized agent of the Town, shall break, dig up or construct any sidewalk; walk upon or otherwise alter lots or borders on cemetery grounds or areas of other municipal grounds upon which hedges, shrubs or flowers are grown; in any way damage or write, paint, print, inscribe, display signs or distribute written matter upon any Town property; or conduct any parade upon public ways, except upon written permit or authorization from the Board of Selectmen or its designee.

(2) No person, other than an authorized agent of the Town, shall break, remove, dig up, or install any pavement, ground, or curbing in or on any public street or highway for any purpose whatsoever, including but not limited to the creation or modification of a driveway curb cut, except upon written permit or authorization from the Board of Selectmen or its designee.

(3) Any written permits or authorization granted pursuant to Subsection E(1) and (2) above shall be in force for such time and subject to such conditions, including a bond, as the Board of Selectmen or its designee may specify and shall set forth any appropriate safety or security measures to be taken, the manner in which the permitted activity is to be performed or the condition of the affected municipal property upon completion of the authorized activity.

F. No person shall throw stones, snowballs, sticks or other missiles, or kick a football or play at any game in which a ball is used, or fly kites or other objects, or shoot with or use an airgun, bow and arrow, slingshot, or other similar device in or across any public ways of the Town, except that the Board of Selectman may authorize the use of a public way for recreational purposes in the same manner as is provided for an activity pursuant to Subsection E.

G. No person, other than an authorized agent of the Town, shall excavate a trench in a public way or otherwise dig below the surface of a public way, and no person shall excavate a trench on any private land, for any purpose, without first obtaining a written permit from the Board of Selectman or its designated agent, and then only in accordance with said Board's written regulations and with the applicable provisions of MGL c. 82, §§ 40 through 40D, and MGL c. 82A; provided, however, that in the case of an emergency excavation made by a person engaged in the transmission or distribution of a public utility, written permission may be obtained after commencement of such excavation, provided that the Board of Selectmen is satisfied that the perceived emergency was, in fact, a situation in which immediate action was necessary to maintain or restore an essential utility service to avoid imminent danger to the public health or safety.

[Added 4-28-2008 ATM, approved 12-23-2008]

(1) Definitions. For purposes of this bylaw, the words "excavation" and "emergency" shall have the same meanings as defined in MGL c. 82, § 40. The word "trench" shall have the same meaning as defined in MGL c. 82A, § 4. The word "person" shall include, without limitation, any individual or any entity such as a partnership, joint venture, trust, corporation, company, association, public utility, or governmental body or agency.

(2) Regulations. The Board of Selectmen may promulgate and, from time to time, amend rules and regulations for the excavation and restoration of public ways and for the excavation of trenches on private land. Such rules and regulations may include, but shall not be limited to, requirements for plans, insurance, notification of public utilities, traffic control, protection of adjoining properties, cleanup, backfilling, testing, scheduling, workmanship quality, bonds, and permit fees. Such rules and regulations may also designate a Town officer to act as the Board's agent in issuing permits hereunder.

H. Any owner or owners of record and/or commercial tenant or tenants of commercial property within commercial areas annually designated by the Selectmen shall be individually and jointly responsible for the removal and shall remove all snow and ice on any abutting public sidewalk in such designated areas to the extent practicable down to the sidewalk's natural surface and otherwise level and evenly cover the same with sand, earth or ashes to prevent slipping. This responsibility shall be subject to the following terms and conditions:

[Amended 4-27-1987 ATM, approved 8-17-1987; 4-23-2001 ATM, approved 8-24-2001]

(1) The removal and treatment of ice and snow shall be accomplished within 12 hours after the same shall cease to fall or be formed on such sidewalks.

(2) Snow and ice shall be removed from all portions of such sidewalks excluding no more than 1/2 of the width thereof nearest the curb or other lateral limit of the roadway.

(3) Notice of such commercial areas designated by the Selectmen shall be posted by November 1 of each year in the Town Hall and published for two successive weeks in a newspaper, printed in the Town or circulated therein as a local paper, in October prior to the posting thereof.

(4) The Town may undertake to remove or treat such snow and ice in the event any such owner or owners and/or commercial tenant or tenants shall have refused or neglected to remove the same and, in addition to other penalties applicable to violation of these bylaws, such owner or owners and/or commercial tenant or tenants shall be liable to the Town for the cost and expense incurred by the Town for the removal or treatment thereof.

(5) The Selectmen, or their designee, may establish regulations and fix charges for the removal and treatment of snow and ice on public sidewalks within the designated commercial areas.

(6) The Selectmen, or their designee, may, on behalf of the Town, by prearrangement with any such record owner or owners and/or commercial tenant or tenants, agree and undertake to remove or treat snow and ice on such public sidewalks on a regular or annual basis upon terms and conditions which assure the prompt and timely reimbursement by the owner or owners and/or commercial tenant or tenants thereof to the Town of the charges thereby incurred.

I.

Residential property snow removal.

[Added 11-4-2013 STM, approved 1-30-2014; amended 5-2-2016, approved 7-21-2016]

(1) Purpose. Since pedestrians are safer when walking on sidewalks than when walking in the streets used by vehicular traffic, the purpose of this subsection is to encourage owners of residential property to remove the snow, slush, and ice from abutting sidewalks so that sidewalks throughout the Town are safe for use during the winter season, and so that the Town's local services and amenities are reasonably accessible by pedestrians via sidewalks, especially by elderly persons, persons using wheelchairs, persons using carriages to transport children, and students walking to school.

(2) Definitions. For the purposes of this subsection, the following terms shall have the following definitions:

#### **OBLIGATED PERSON**

The person responsible for compliance with this subsection pursuant to Subsection I(4).

#### **SIDEWALK**

A paved walkway (whether paved with brick, stone, cement, concrete, asphalt, or other impervious material) that is located within the right-of-way of a street that abuts residential property.

(3) Obligations. Snow, slush, and ice shall be removed from the sidewalk, in accordance with the deadlines set forth in Subsection I(5), to a width of at least 36 inches or, if the sidewalk is narrower, for the full width of the sidewalk.

(4) Obligated persons. The owner of record of a residential property abutting a right-of-way in which a sidewalk is located shall be obligated to comply with this subsection within that portion of the right-of-way to which the residential property abuts, unless the owner of record can demonstrate that this obligation has been duly delegated to a responsible person, identified by

name and address, by a written agreement signed by the person so delegated or by an express reference to the obligation in a written lease.

(5) Deadlines for removal and treatment.

(a) After the cessation of a weather event that has resulted in snow, slush, or ice on a sidewalk, the snow, slush, or ice shall be removed no later than 8:00 p.m. the following day, and the sidewalk shall be treated with melting compounds, sand, or other grit, as reasonably necessary to inhibit slipping. Regardless of this deadline, obligated persons are encouraged to remove snow, slush, and ice promptly from the full width of the sidewalk in order to minimize the ice formed on the sidewalk when snow or ice melts and refreezes, so that neighbors and others can use the sidewalks as soon as possible.

(b) Treatment of ice that forms on sidewalks shall be accomplished no later than 8:00 p.m. on the day after the ice has formed, but obligated persons are encouraged to treat the ice promptly so that neighbors and others can use the sidewalks as soon as possible.

(c) The deadlines set forth in this subsection shall be extended for obligated persons who are temporarily absent from the residential property for vacations, holidays, hospitalization, and unexpected absences; provided, however, that such obligated persons shall be required to complete their removal and treatment obligations by 8:00 p.m. on the day following the end of their temporary absence.

(6) Rules and regulations. The Board of Selectmen shall adopt rules and regulations further implementing this subsection, including, without limitation, provisions and hearing procedures for exemptions from the requirements of this subsection for obligated persons who are physically unable to perform the obligations themselves and have a bona fide financial hardship; provided, however, that exemptions granted to such obligated persons shall be void if the obligated person causes portions of the residential property to be cleared of snow, slush, or ice for vehicular access from the street.

(7) Fines. Fines for violations of this subsection shall be on the following schedule: first offense: written warning; second offense: \$50; third and successive offenses: \$100 each, to a maximum of \$350 per winter season (October 1 to April 30). In situations where there is more than one obligated person, such fines may be assessed jointly or individually. No more than one fine may be assessed with respect to any single weather event requiring removal or treatment of snow, slush or ice.

(8) Enforcement.

(a) A person who is an enforcing person as defined in Subsection J shall take appropriate action with respect to observed or reported violations of this subsection.

(b) An enforcing person taking cognizance of such a violation shall promptly send the alleged offender a noncriminal written citation thereof by hand delivery or mail, postage prepaid, addressed to the owner of record.

(c) An owner of record who receives a citation pursuant to this subsection shall have 20 days thereafter to pay the applicable fine or to provide to the enforcing person a photocopy of the written agreement or lease used to delegate the obligation to comply with this subsection, in which case the owner of record shall not be responsible for paying any applicable fine, and the enforcing person may dismiss or modify the citation or reissue the citation to the obligated person as is deemed appropriate.

(d) If a citation is not dismissed and the fine is not timely paid, the provisions of Subsection J, other than those establishing penalties, shall be applicable.

(9) Not evidence. Except as required by applicable law, violations of this subsection shall not be admissible as evidence of negligence in any civil proceeding brought by an injured third party against an obligated person, tenant, or owner of record.

**J.**

In addition to the provisions for enforcement described above, the provisions of Subsections A, B, D(2), E(2), G, H and I of this section and any regulations promulgated thereunder may also be enforced by noncriminal disposition as provided in MGL c. 40, § 21D ("§ 21D"). The penalty for such violation shall be \$300 for each offense. Each day or part thereof shall constitute a separate offense.

[Amended 11-8-2010 ATM, approved 2-10-2011; 11-4-2013 STM]

(1) "Enforcing person" as used in this subsection shall mean any police officer of the Town, the Director of Public Works and any other Town employee designated by the Board of Selectmen as an enforcing person.

(2) An enforcing person taking cognizance of a violation of Subsection A, B, D(2), E(2), G, H or I or any rule or regulation adopted hereunder shall give the offender a written notice to appear before the Clerk of the District Court having jurisdiction thereof for the noncriminal disposition thereof in accordance with the provisions of § 21D. The provisions of § 21D are incorporated herein by this reference.

### **Berkley**

Section 2. In accordance with MGL, Chapter 85, Section 7B, no person, other than an employee in the service of the commonwealth or town or an employee in the service of an independent contractor acting for the commonwealth or town, shall pile, push, or plow snow or ice onto or across any town road or public way so as to impede the flow of traffic on such way. Whoever violates this section shall be punished by a fine of \$25.00 first offense; \$50.00 second offense; \$100.00 subsequent offenses as stated in Article 10 of the Town of Berkley By-laws.

Section 3. In accordance with MGL, Chapter 40, Section 22B, the Police Chief or his designee, for the purpose of insuring the free flow of traffic or for the purpose of snow and ice control operations on any town road or public way, may, by its own employees or with such other assistance as it may require, remove or cause to be removed to the nearest convenient place any vehicle interfering with such traffic or such operation. Whoever violates this section shall be punished by a fine of \$25.00 first offense; \$50.00 second offense; \$100.00 subsequent offenses as stated in Article 10 of the Town of Berkley Bylaws.

[http://www.townofberkleyma.com/Pages/BerkleyMA\\_Clerk/BYLAWS%202015.pdf](http://www.townofberkleyma.com/Pages/BerkleyMA_Clerk/BYLAWS%202015.pdf)

### **Berlin**

SECTION 4. No snow or ice shall be deposited on any public street or sidewalk from any parking lot, business or residential driveway once the street or sidewalk has been plowed by the Department of Public Works for the first time. The penalty for violation of this section shall be twenty-five (\$25.00).

Adopted 5/7/1984 Approved by A.G. 9/12/1984

Designated 5/5/1986 Approved by A.G. 7/25/1986

Amended 5/3/2010 Approved by A.G. 5/24/2010

<http://www.townofberlin.com/wp-content/uploads/2016/03/TOWN-BY-LAWS-Dec-2016.pdf>

**Bernardston**

**SIDEWALKS BYLAW (regarding Snow Removal)**

Enacted: Article 27, Annual Town Meeting, May 6, 1991.

Approved by the Attorney General: June 10, 1991

Property owners with sidewalks adjacent to their property shall be required to remove snow and ice from the sidewalks, and sand if necessary, within 24-hours of a snow or ice storm. Violators will be subject to a \$25.00 per day fine.

<http://www.townofbernardston.org/images/clerk/Bylaws-Codified-2016-06-22-Archived.pdf>

**Beverly**

NONE

**Billerica**

**1. SNOW REMOVAL**

1.1 It is the property owner's responsibility to remove all the snow from a sidewalk which abuts their property within twenty-four (24) hours from the end of the storm after the street is cleared by the Town.

A. The property owner shall keep the sidewalk clear and passable until all of the snow disappears.

B. Any property owner, who fails to remove the snow from a sidewalk abutting property, shall pay a sum of Ten Dollars \$10.00 for each offense. Each day shall constitute a separate offense.

1.2 No person shall by any means plow, push or discharge in any way, snow or ice onto any way in the Town from adjoining private property so as to cause a hazard to public safety.

A. Violation of Section 1.2 shall be punishable by a fine of One Hundred Dollars (\$100.00) for each offense.

B. Section 1.2 shall be enforced on behalf of the Town by its Police Department. They shall have the right to issue a citation to any and all persons in violation of this section.

1.3 Whenever the Town Manager or his designee declares an emergency exists in the Town in regard to plowing or snow removal, by giving at least six (6) hours notice, it shall be unlawful for the owner, operator or person in charge of any vehicle to park such vehicle on any public street or way in the Town for the duration of the emergency. (Vehicles acting in an emergency are exempt from this by-law).

A. Violation of Section 1.3 shall be punishable by a fine of \$50 for each offense and said vehicle shall be towed at the owner's expense from the public street or way.

B. Section 1.3 shall be enforced on behalf of the Town by its Police Department. They shall have the right to issue a citation to any and all persons in violation of this section and authorize the removal of said vehicle.

1.4 This By-Law may also be enforced by the non-criminal procedures allowed by M.G.L.

Chapter 40 Subsection 21D. The Police Department shall be the enforcing authority of this By-Law.

**Blackstone**

NONE

### **Blandford**

XX Legislation Accepted by Town

M. Chapter 40 section 6

(Removal of Ice and Snow from Private Ways open to Public Use)

<http://townofblandford.com/wp-content/uploads/2016/03/blandford-bylaws-2016.pdf>

### **Bolton**

#### **§ 211-4**

Removal restrictions.

No person other than an employee in the service of the Town of Bolton, or an employee in the service of an independent contractor acting for the Town of Bolton, shall pile, push, or blow snow or ice onto a public way that is plowed and sanded by the Town.

#### **§ 211-5**

Violations and penalties.

The provisions of this bylaw may be enforced by noncriminal disposition pursuant to Chapter 1, General Provisions, Article III, § 1-5, of the Code of the Town of Bolton.

### **Boston**

#### **16-12.16 Snow, Slush, and Ice on Sidewalks and Curb Ramps.**

a. Requirements for Snow and/or Slush. No owner, manager, or tenant, if expressly required to remove snow under a written lease and rental agreement, of a building, estate, or land abutting on a sidewalk shall place or suffer to remain in place for more than three (3) hours after snow fall has ended between sunrise and sunset any slush or any loose, granular, or packed snow upon such sidewalk. Removal of any slush or snow should be conducted along the full paved width of such sidewalk and in a manner that ensures the orderly flow and safety of pedestrian traffic upon such sidewalks. Removal of any slush or snow shall be conducted in a manner that clears a path of a minimum of forty-two (42) inches wide. Each day that a violation exists shall be considered a separate and distinct violation.

b. Requirements for Ice. No owner, manager, or tenant, if expressly required to remove ice under a written lease or rental agreement, of a building, estate, or land abutting on a sidewalk shall place or suffer to remain in place for more than three (3) hours after snow fall has ended between sunrise and sunset any ice upon such sidewalk. Removal of any ice shall be in a manner consistent with the requirements of subsection a., except that any such owner, manager, or tenant shall be deemed to be in compliance with this paragraph if such ice is made level and completely covered with sand, sawdust, or other similar material. Each day that a violation exists shall be considered a separate and distinct violation.

c. Requirements for Snow and/or Slush on Curb Ramps. No owner, manager, or tenant, if expressly required to remove snow and/or slush under a written lease or rental agreement, of a building, estate, or land abutting on one (1) or more curb ramps shall place or suffer to remain in place for more than three (3) hours after snow fall has ended between sunrise and sunset any slush or any loose, granular, or packed snow upon such curb ramp(s). Removal of any slush or snow should be conducted along the full paved width of such curb ramp(s) and in a manner that ensures the orderly flow and safety of pedestrian traffic upon such curb ramp(s). Removal of any slush or snow shall be conducted in a manner that clears a path of a minimum of forty-two (42) inches wide from the sidewalk to the street. Each day that a violation exists shall be considered a separate and distinct violation.

d. Requirements for Ice on Curb Ramps. No owner, manager, or tenant, if expressly required to remove ice under a written lease or rental agreement, of a building, estate, or land abutting on one (1) or more curb ramps shall place or suffer to remain in place for more than three (3) hours after snow fall has ended between sunrise and sunset any ice upon such curb ramp(s).

Removal of any ice shall be in a manner consistent with the requirements of subsection a., except that any such owner, manager, or tenant shall be deemed to be in compliance with this paragraph if such ice is made level and completely covered with sand, sawdust, or other similar material. Each day that a violation exists shall be considered a separate and distinct violation.

e. No person shall remove slush, snow, or ice from privately-owned real property and place it upon any sidewalk, curb ramp or street.

f. Enforcement/Penalties.

1. Any violation of subsection a. or subsection b. occurring at a sidewalk abutting land zoned solely for residential use and that has sixteen (16) or fewer residential units shall result in a fine of one hundred (\$100.00) dollars for each such violation.

2. Any violation of subsection a. or subsection b. occurring at a sidewalk abutting land zoned solely for residential use and that has more than sixteen (16) residential units shall result in a fine of one hundred fifty (\$150.00) dollars for each such violation.

3. Any violation of subsection a. or subsection b. occurring at a sidewalk abutting land zoned for any use other than solely residential shall result in a fine of two hundred fifty (\$250.00) dollars for each such violation.

4. Any violation of subsection c. or subsection d. occurring at one (1) or more curb ramps abutting land zoned for any use other than solely residential shall result in a fine of two hundred fifty (\$250.00) dollars for each such violation.

5. Any violation of subsection e. occurring at a sidewalk, curb ramp or street abutting land zoned solely for residential use and that has sixteen (16) or fewer residential units shall result in a fine of one hundred (\$100.00) dollars for a cubic yard or less and one hundred fifty (\$150.00) dollars for more than a cubic yard.

6. Any violation of subsection e. occurring at a sidewalk, curb ramp or street abutting land zoned solely residential use and that has more than sixteen (16) residential units shall result in a fine of one hundred fifty (\$150.00) dollars for a cubic yard or less and two hundred (\$200.00) for more than a cubic yard.

7. Any violation of subsection e. occurring at a sidewalk or curb ramp abutting land zoned for any use other than solely residential shall result in a fine of three hundred (\$300.00) dollars. (CBC 1975 Ord. T14 § 300; Ord. 1991 c. 5 § 30; Ord. 1994 c. 2 § 1; Ord. 2007 c.7 § 1; Ord. 2011 c. 13) Penalty, see subsection 16-32.1, 16-32.6

### **Bourne**

ACTS OF THE LEGISLATURE

ACCEPTED BY THE TOWN

60. Chapter 40, Section 6C of General Laws relative to the removal of snow and ice from private ways. Accepted February 16, 1955.

### **Boxborough**

NONE

### **Boxford**

Article I:

Snow and Ice on Streets

[Adopted 5-20-1980 ATM, Art. 40, as Sec. 10-2-6 of the 1980 Bylaws]

§ 162-1

Obstruction of public ways prohibited.

No person not employed by the Department of Public Works shall lay, throw, place or push any snow or ice into or across any street within the town in a manner which may obstruct the public way or constitute a safety hazard.

**Boylston**

NONE

**Braintree**

**12.04.050 Retail businesses required to clear sidewalks.**

Owners, leaseholders or operators of all retail businesses along the public way shall be required to clear sidewalks located in front of such premises within twenty-four (24) hours from the termination of a snowfall or other precipitation. Any person who violates any provision of this bylaw shall be punished by a fine of not more than fifty dollars (\$50.00). Each day or portion thereof during which a violation continues shall constitute a separate offense. (ATM 5-14-96 Art. 24: prior code § 113-4-1)

**Brewster**

NONE

**Bridgewater**

Section 13.

No person shall remove snow or ice from any private property or from Town property including sidewalks, driveways or driveway aprons and place said snow or ice so as to block a sidewalk or a Town way or create a dangerous condition.

**Brimfield**

NONE

**Brockton**

**Sec. 20-14. - Snow and ice on sidewalks; penalty.**

**modified**

(a)

The owner, occupant or tenant of any building or lot of land abutting upon public ways upon which sidewalks have been constructed, shall cause the snow to be removed from such sidewalks, including handicapped ramps and/or curb cuts. All snow shall be removed from such sidewalks within eight (8) hours after each fall of snow, such removal of snow to be made whether the same accumulates from the roof of adjacent buildings or from any other cause. Subsection (a) shall apply to all sidewalks abutting upon the following public ways and the public ways within the limits of the area bounded by such ways and described as follows:

Starting at the intersection of North Montello Street and Charles Street; thence southerly along North Montello Street to the intersection of Court Street; thence easterly along Court Street to the intersection with Plymouth Street; thence southerly by Plymouth Street to the intersection with Crescent Street; thence westerly to the intersection with Perkins Street; thence southerly to the intersection of Lawrence Street; thence westerly to Main Street northerly to the intersection of Father Kenny Way; thence westerly to the intersection of Warren Ave; thence westerly on Bartlett Street to the intersection of Newbury across Belmont Street and along Arlington Street to the intersection of West Elm Street; thence easterly to the intersection of Newbury Street; thence northerly along Newbury Street to the intersection of Spring Street; thence easterly to the intersection of

North Warren Ave, thence northerly to Wyman Street, thence easterly across Main Street to the point of beginning.

(b)

Any person violating any of the provisions of this section shall be fined a sum not exceeding fifty dollars (\$50.00).

(c)

In removing or plowing ice or snow from property abutting upon public ways, no person shall cause such ice or snow to be placed upon the public way.

(d)

Any person violating the provisions of subsection (c) shall be fined the sum of fifty dollars (\$50.00). Non-criminal disposition of such fine may be utilized.

(Code 1965, § 23-12; Ord. No. D236, 5-14-87; Ord. No. D362, 3-6-95; Ord. No. J01, 5-27-14)

**State Law reference—** Removal of snow from sidewalks, G.L. c. 85, § 5, G.L. c. 40, § 21(3).

### **Brookfield**

SECTION 12. Snow or ice removed from driveways, sidewalks or private property shall not be plowed, shoveled or blown across any public way, street or roadway. The enforcing authority for this section shall be the Police Department. First Offense \$25.00 Second Offense \$50.00 Third and all subsequent Offenses \$100.00

### **Brookline**

ARTICLE 7.7 REMOVAL OF SNOW AND ICE FROM SIDEWALKS SECTION 7.7.1 BUSINESS AND INDUSTRIAL DISTRICTS In all Business and Industrial Districts, as defined and delineated in the Zoning By-law, the owner, or his/her agent, of any land abutting upon or contiguous to a sidewalk of a street shall cause said sidewalk to be maintained in a non-slippery condition suitable for pedestrian travel by clearing all snow and ice from a pathway at least thirty-six (36) inches in width along the length of said sidewalk within the first three hours between sunrise and sunset after such snow and ice has come upon such sidewalk, and shall maintain said portion of sidewalk in a non-slippery condition by application(s) of sand and/or melting agents as may be necessary for this purpose.

SECTION 7.7.2 MULTI-FAMILY DWELLINGS The owner, or his/her agent, of any building designed or occupied as a residence by more than four families or which contains more than four dwelling units, as defined in the Zoning By-law, shall cause all sidewalks of a street which are contiguous to the land upon which the building is situated to be maintained in a non-slippery condition suitable for pedestrian travel by clearing all snow and ice from a pathway at least thirty-six (36) inches in width along the length of said sidewalk within the first three hours between sunrise and sunset after such snow and ice has come upon such sidewalk, and shall maintain said portion of sidewalk in a non-slippery condition by application(s) of sand and/or melting agents as may be necessary for this purpose.

SECTION 7.7.3 GENERAL REQUIREMENT Except as set forth in Subsections (a) and (b) above, the owner, or his/her agent, of any land abutting upon or contiguous to a sidewalk of a street shall cause said sidewalk to be maintained in a non-slippery condition suitable for pedestrian travel by clearing all snow and ice from a pathway at least thirty-six (36) inches in width along the length of said sidewalk within thirty (30) hours of the cessation of each storm that results in the accumulation of snow and/or ice on such sidewalk, and shall maintain said portion of sidewalk in a non-slippery condition by application(s) of sand and or melting agents as may be necessary for this purpose. The Commissioner of Public Works, or his/her designee, may grant a waiver from the terms of this Section 7.7.3 for good cause.

**SECTION 7.7.4 NO ICE AND SNOW TO BE PLACED ON STREET** No person, unless authorized by the Commissioner of Public Works, shall place or cause to be placed ice or snow upon any street of the Town. Without limiting the generality of the foregoing, no person, unless authorized by the Commissioner of Public Works, shall place or cause to be placed ice or snow upon any sidewalk of the Town.

**SECTION 7.7.5 PENALTIES** The violation of any provision of Sections 7.7.1 and 7.7.2 of this Article 7.7 shall be subject to a fine of \$100.00 for the first violation, \$150.00 for the second violation, and \$200.00 for the third and subsequent violations in any fiscal year. The violation of any provision of Section 7.7.3 of this Article 7.7 shall be subject to a fine of \$50.00 for the first violation and \$100.00 for the second and subsequent violations in any fiscal year. The violation of any provision of Section 7.7.4 of this Article 7.7 shall be subject to a fine of \$250.00.

**SECTION 7.7.6 COMPLIANCE DELAY** Depending upon the severity of a storm and other factors, the Commissioner of Public Works may delay the period for compliance with Sections 7.7.1, 7.7.2, or 7.7.3 of this bylaw. In the event of initiating a compliance delay, the Commissioner of Public Works shall post a notice prominently on the Town of Brookline's Internet home page and make other good faith efforts to notify the public including, but not limited to, social media outlets, the cable access television station, e-mail list serves, and the emergency telephone notification system.

**SECTION 7.7.7 ANNUAL REPORT** The Board of Selectmen shall include in the Annual Report of the Town a summary of the Town's efforts and results during the past year in implementing Sections 7.7.1, 7.7.2, and 7.7.3, including, but not limited to, public education, enforcement and assistance to owners.

<http://www.brooklinema.gov/DocumentCenter/Home/View/353>

**Buckland**

NONE

**Burlington**

NONE

**Cambridge**

**12.16.110 - Sidewalks—Snow and ice removal.**

**A. Removal of Snow from Sidewalks.** The owner or occupant of private property bordering on a street where there is a sidewalk or footway shall, within twelve hours after snow ceases to fall in the daytime and before one p.m. after a fall of snow during the night, cause all snow that may be on such sidewalk or footway to be removed therefrom. In the event of an unusually heavy snowfall, the time limit shall be extended at the discretion of the Commissioner of Public Works. The provisions of this section shall apply to snow which falls from buildings as well as to that which falls from the clouds.

**B. Removal of Ice from Sidewalks.** The owner or occupant of private property bordering on a street where there is a sidewalk or footway any portion of which is encumbered by ice shall within six hours after the sidewalk or footway becomes encumbered with ice cause such sidewalk or footway to be made safe and convenient by removing the ice therefrom, or by keeping the same covered with sand or some other suitable substance.

(Prior code § 17-79)

**Canton**

NONE

**Carlisle**

NONE

**Carver**

NONE

**Charlemont**

NONE

**Charlton**

NONE

**Chatham**

NONE

**Chelmsford**

**§ 142-34 Deposit on public ways and fire hydrants.**

No person shall pile, push, throw, shovel or by any other method or means cause snow to be deposited or placed on any public roadway or sidewalk or fire hydrant or other similar device in the Town so as to impede, obstruct or interrupt or otherwise adversely affect the unrestricted flow of traffic, or conceal any fire hydrant or other similar device, or the safe travel of any pedestrian on such roadway or sidewalk.

**§ 142-35 Violations and penalties.**

[Amended 4-25-2016 ATM by Art. 19]

Violations of this article shall be punishable by a fine of not more than \$50 for each violation. Each instance or new day shall constitute a separate violation.

**Chelsea**

**Sec. 24-21. - Snow and ice removal.**

(a)

*Sidewalks and footways.* The owner, the agent thereof or the person having charge of any building or lot of land bordering on any highway, street, lane, court, square or public place within the city, where there is any footway or sidewalk duly established, shall cause all the snow to be removed from such footway or sidewalk in front of such premises within 24 hours of the time it ceased to fall. Whenever any sidewalk or footway abutting on any building or lot of land shall be encumbered with ice, the owner, agent or person having charge of such building or lot shall remove the ice therefrom, or so treat it that it shall be safe and convenient for travel.

(b)

*Roofs.* The owner, the agent thereof or the person having charge of any building adjoining any highway, street, lane, court, alley, square or public place within the city, where the roof of such building slopes towards such highway, street, lane, court, alley, square or public place, shall cause all the snow and ice to be removed from such roof within 24 hours after the same has fallen or formed.

(c)

*Failure to remove.* If any person who is subject to the provisions of this section shall neglect or fail to comply with the provisions of this section, then the municipal inspectors and/or the police officers of the city shall make reasonable attempts to notify such person of the neglect or failure, and, if the person does not comply forthwith, the snow and/or ice may be removed at the expense of such owner and liened to the owner's tax bill as a municipal charge, in accordance with the provisions of M.G.L. c. 40, § 58. All fines and tickets for failure to remove snow and/or ice shall be issued pursuant to [section 1-8](#).

(Code 1994, § 6-124)

**State Law reference—** Authority to provide for removal of snow and ice from sidewalks by abutting property owners, M.G.L. c. 85, [§ 5](#) et seq.

**Cheshire**

NONE

**Chester**

NONE

**Chesterfield**

NONE

**Chicopee**

**§ 243-34 Removal of snow from sidewalks.**

[Amended 2-4-1986]

**A.**

The owner or person having the care of any estate abutting upon any street, lane, court or square within the City where there is a sidewalk which now is or may hereafter be established or set apart as such shall, after the ceasing to fall of any snow thereon, within 24 hours, cause the same to be removed therefrom.

**B.**

A violation of this section shall subject the violator to a fine of \$50.

[Added 2-15-2000 by Ord. No. 00-13]

**§ 243-35 Responsibility for removal of snow fallen from buildings.**

[Amended 2-4-1986]

**A.**

Whenever any snow shall be collected or deposited upon any sidewalk mentioned in the preceding section, either by falling from some adjoining building or by drifting upon said sidewalk, the owner or person having the care of the estate abutting upon said sidewalk shall, within 24 hours after its being so collected or deposited, cause the same to be removed therefrom.

**B.**

A violation of this section shall subject the violator to a fine of \$50.

[Added 2-15-2000 by Ord. No. 00-13]

**§ 243-36 Responsibility for removal of ice from sidewalks.**

[Amended 2-4-1986]

**A.**

Whenever any sidewalk mentioned in § 243-34 of this article shall be encumbered with ice, it shall be the duty of the owner or person having the care of the estate abutting thereon to cause such sidewalk to be made safe and convenient for travel by removing the ice therefrom or by covering the same with sand or some other suitable substance within 24 hours after such sidewalk shall have become so encumbered.

**B.**

A violation of this section shall subject the violator to a fine of \$50.

[Added 2-20-2001 by Ord. No. 01-07]

**Chilmark**

NONE

**Clarksburg**

NONE

**Clinton**

SECTION 6. In case of a failure of the owner or tenant or person in charge of an estate to comply with the provisions of Section 12 of Article XVIII, regarding the removal of snow and ice from sidewalks, it shall be the duty of the Superintendent of Public Works to remove such snow and ice; and to forthwith cause complaint to be made in court against the offending person for the violation of said by-law.

SECTION 12. No owner or tenant of land abutting upon brick, concrete or other curbed or finished sidewalks, shall place, or suffer to remain for more than five hours between sunrise and sunset, any snow upon such sidewalk, nor any ice upon such sidewalk, unless such ice is made even and covered with sand or ashes, 45 to prevent slipping. Such snow and ice may be removed from the sidewalk to the street, provided, however, that the same is made even at the time of removal. Any violation of the provisions of this section shall be punished by a fine of not more than ten dollars.

**Cohasset**

NONE

**Colrain**

NONE

**Concord**

NONE

**Conway**

NONE

**Cummington**

NONE

**Dalton**

§ 284-9 **Pushing snow and ice onto public ways prohibited.**

No person, other than an employee in the service of the commonwealth or the Town of Dalton, or an employee in the service of an independent contractor acting for the commonwealth or the

Town, shall pile, push, plow or otherwise move snow or ice onto a public way, sidewalk or crosswalk in the Town so as to impede or obstruct the flow of pedestrian or vehicular traffic on such public way, sidewalk or crosswalk.

**§ 284-10 Violations and penalties.**

Whoever violates any provision of this bylaw shall be punished by a fine of not to exceed \$300 for each offense or be subject to noncriminal disposition of the offense pursuant to Chapter 1. Each twenty-four-hour period that the violation continues shall constitute a separate offense. This bylaw shall be enforced by the Dalton Police Chief or designee.

**Danvers**

NONE

**Dartmouth**

Section 89.8 Requirement that Snow be Removed from Sidewalks Every owner or occupant of a building or lot of land abutting upon a hard-surfaced sidewalk in any street or public place in the town shall cause the snow to be removed from such sidewalk within a reasonable time after such snow has ceased to fall; except under unusual or extraordinary circumstances a reasonable time shall be held to be as follows: If snow falls in the daytime, it shall be removed from the sidewalk within four hours from the time it shall have ceased falling; if in the nighttime, it shall be removed on or before eleven o'clock in the forenoon next succeeding. The provisions of this section shall apply to snow falling from any building or accumulating upon such sidewalk from any other cause. 3-11-47 3-26-47 4-2-47 Formerly Codified As: Streets and Sidewalks, Section 15: Removal of Snow from Sidewalks, Page: S-9(C)

**Dedham**

NONE

**Deerfield**

NONE

**Dennis**

NONE

**Dighton**

Section 14. No person or corporation shall cause or allow snow or ice removed from its property, or from any portion of a way, to be left within the limits of a way or sidewalk, so that public travel on said way or sidewalk shall be unsafe or dangerous.

**Douglas**

SECTION 2: SIDEWALK ICE & SNOW REMOVAL The owner or occupant of any premises abutting on a public way of the town on which there is a public sidewalk shall as soon as reasonably possible, so dispose or treat ice and snow accumulating thereon as to make said sidewalk reasonably available and safe for public passage. No person shall lay, throw or 17 place or cause to be laid, thrown or placed, in any public way of the town ice or snow in such quantity or condition as to obstruct public passage of said way. PENALTY: 1ST OFFENSE - \$25.00 2ND & SUBSEQUENT OFFENSES - \$50.00 ENFORCING AGENT: Police Officers/Building Commissioner

**Dover**

NONE

**Dracut**

NONE

**Dudley**

Section 4. Every owner, tenant or occupant of an estate abutting upon a hard finished sidewalk shall keep the sidewalk free from all dirt, rubbish, refuse, oil, snow and ice or other like substance.

**Dunstable**

Scanned document not searchable.

[http://www.dunstable-ma.gov/Pages/DunstableMA\\_Clerk/bylaws/general.pdf](http://www.dunstable-ma.gov/Pages/DunstableMA_Clerk/bylaws/general.pdf)

**Duxbury**

NONE

**East Bridgewater**

NONE

**East Brookfield**

NONE

**East Longmeadow**

8.040 Clearing Sidewalks of Ice and Snow Residents on property or owners of property, where there exists a sidewalk, in front of or abutting a traveled way constructed of concrete, cement, brick, stone or other hard matter lying between the property lines and the traveled way designated by the Selectmen under Town control, shall clear said walks of ice and snow within 24 hours after the snow ceases to fall. Should the said sidewalks become covered with ice that cannot be readily removed, the said abutters or residents shall be required to place sand or salt or other material thereon to render said walks safe for pedestrians. (Added May, 2001)

**Eastham**

NONE

**Easthampton**

Sec. 8-41. Duty of person whose property abuts sidewalks. (a) The tenant, occupant or owner of any estate abutting on any street, highway or city way in the city and where there now is or hereafter may be, a sidewalk constructed of or covered with concrete, brick, cement, stone, wood or any other material than earth, ashes or gravel, shall within twelve (12) hours after ceasing to fall, form or drift thereon, of any snow, sleet or ice, remove or cause to be removed such snow, sleet or ice therefrom so far as it can be removed and if the same cannot be wholly removed, shall sprinkle, or cause to be sprinkled thereon sand, ashes, sawdust or other suitable substance so that such sidewalk shall not be slippery and shall be safe and convenient for public travel. The duty of enforcing the provisions of this and the following section shall devolve upon the police department. (b) When the estate so abutting on a street shall be occupied by more than one tenant or by separate families or when the estate so abutting is not occupied by anyone, the owner or agent having charge of such premises shall cause the snow, ice or sleet to be removed or sand or other substance to be sprinkled thereon as above provided. (1945 By-laws, Art. IV, 31, 32, Appvd. 5-1-45) (c) Owners or agents having charge of property that abuts city sidewalks who fail to remove snow, sleet or ice or sprinkle sand or other substances as

provided in Sec. 8-41(a) shall be subject to a fine of: a. \$50.00 for the first offense; b. \$50.00 for the second offense occurring within three months of the first offense; and 8-6 c. Upon the third offense occurring within three months of the first offense, the city's Department of Public Works shall clear the sidewalk. The cost of \$150.00/hour for labor and materials incurred by the city for said clearing shall be billed to the owners or agent having charge of the property by the city Assessors pursuant to the provisions of General Laws, Chapter 85, Section 6. If said charges are not paid within 30 days of the issuance of the bill by the Assessors, said costs will be assessed and collected in accordance with the provisions of General Laws Chapter 80, pertaining to betterment assessments. All fines are payable to the City of Easthampton and payable to the City Clerk within 30 days of the date of the citation, unless otherwise stated on the citation. Any owner or agent fined in accordance with the provisions of this section shall have a right of appeals to the City Council Public Safety Committee, said appeal to be taken no later than 60 days after the citation was issued. Appeals may be taken by written request to the City Council Public Safety Committee, addressed to the City Clerk, and sent via first class mail, postage prepaid. (Subsection c. added by vote of the City Council on Feb., 7, 2006; approved by the Mayor on Feb. 8, 2006).

**Easton**

NONE

**Edgartown**

NONE

**Egremont**

NONE

**Erving**

NONE

**Essex**

NONE

**Everett**

Section 17-6A Removal of snow from sidewalks.  
(C0099-14)

(a) This section shall only apply during a snow emergency as called by the police chief or his designee.

(b) This section shall apply to all residences, businesses and all other properties abutting a paved sidewalk – including, but not limited to properties owned by the Commonwealth of Massachusetts, all departments and agencies of the city, houses of worship and non-profit entities. All provisions of this section shall apply to both natural and unnatural accumulations of snow.

(c) The owner of land or of a building abutting any highway, street, lane, court, square or public way, where there is a footway or sidewalk duly established in the city shall make said sidewalk convenient for public use or travel by removing any accumulated snow thereon.

(d) Sidewalks should be cleared to provide a minimum passage of thirty-six (36) inches in width or approximately two-thirds (2/3) the sidewalk's width, whichever is less.

(e) All snow must be removed from property described in subsections (b) and (c) of this section within twelve (12) hours of the formal declaration that the snow emergency has ended. In the event of an unusually heavy snow fall or other exigent circumstances, the time limit may be extended at the discretion of the executive director of the department of public works or his agent.

(f) Waiver. To qualify for a waiver, all owners of record must occupy the premises as their primary residence. Application for a waiver must be submitted, with all supporting documentation, to the office of assessing by the first day of November preceding the upcoming winter. If these two (2) requirements are satisfied, waivers shall be granted in the following circumstances:

(1) A waiver shall be awarded if all owners qualify for and receive the elderly exemption on their property taxes;

(2) A waiver shall be awarded if all owners are deemed physically incapable of complying with this section and whose combined annual income does not exceed one hundred thirty-three percent (133%) of the federal poverty level. A letter, from a medical doctor, stating that a disability exists that prevents the home owner from shoveling must be provided to the city;

(3) Owners of multi-unit residential dwellings shall be eligible for waivers if all of the following applies:

a. All owners of record occupy the premises as their primary residence; and

b. All owners of record meet criteria provided elsewhere in this provision.

Any waiver granted shall be valid for one year from the date of issuance. The office of assessing shall maintain a list of all waivers granted.

(g) Fines. Whoever is in violation of this section shall be subject to a fine in accordance with Massachusetts General Law, Chapter 85, Section 5.

(h) Trial period

(1) The first two (2) years after adoption of this section shall be deemed a trial period.

(2) During this trial period, the first two (2) offenses of this section shall be punished by warning.

(3) The third offense shall be punished by a fine of twenty-five dollars (\$25.00).

(4) Any subsequent offenses shall be punished by a fine of fifty dollars (\$50.00).

(5) Each twenty-four (24) hour period of continued violation, following notice of the initial violation to the owner by the city, shall constitute a separate offense for which a separate and additional fine may be imposed.

(6) The fine structuring system, as indicated above, shall restart with each declared snow emergency.

(i) Appeals. Fines shall be appealed in accordance with Massachusetts General Law, Chapter 40U.

(j) Severability. Should any subsection or portion of this section be declared invalid by a court of competent jurisdiction, that decision shall not affect the validity of the section as a whole or any part thereof, other than that portion so declared to be invalid.

### **Fairhaven**

#### **§ 169-13 Removal of snow and ice.**

The tenant, occupant, owner or agent of any building or lot of land bordering on any street, lane, square or public place shall not allow or permit any accumulation of snow or ice to remain on the sidewalk adjacent to said building or lot of land after being ordered to remove same by the Police Department. Upon failure to comply with the order, within six hours after notification, by the tenant, occupant, owner or agent above specified, it is hereby ordered that said snow or ice shall be removed by the Board of Public Works, and costs of removal shall be assessed to the owner of the building or lot of land so involved.

### **Fall River**

Sec. 66-32. Duties of abutting property owners regarding snow and ice on sidewalks. (a) No owner or tenant of any estate abutting on a sidewalk shall place or suffer to remain for more than five hours between sunrise and sunset any snow upon such sidewalk, or any ice upon such sidewalk unless such ice is made reasonably even and covered with sand, salt or other acceptable material to prevent slipping; nor shall any person place any ice or snow in a street outside of the sidewalk unless the ice or snow is made reasonably even at the time of placing. For the purposes of this section, sidewalks shall include wheelchair ramps extending from the sidewalk to the street. (b) A violation of this section shall be subject to the procedures and fines established for the non-criminal disposition of ordinance violations contained in sections 2-1021 through 2-1025 of the Revised Ordinances. (Rev. Ords. 1988, § 18-5; Ord. No. 1994-7, 4-26-1994; Ord. No. 2008-17, 5-13-2008) State law reference— Removal of snow from sidewalks, etc., M.G.L.A. c. 85, § 5.

### **Falmouth**

NONE

### **Fitchburg**

**§ 157-33** Removal of snow and ice from City sidewalks.

[Amended 4-5-1966; 6-19-2012 by Ord. No. 018-2011; 3-18-2014 by Ord. No. 024-2013]

#### **A.**

Definitions.

#### **OWNER**

##### **(1)**

Every person who alone or severally with others:

**(a)**

Has legal title to any building or parcel of land, vacant or otherwise; or

**(b)**

Has care, charge or control of any building or parcel of land, vacant or otherwise, in any capacity, including but not limited to as agent, personal representative, trustee or guardian of the estate of the holder of legal title; or

**(c)**

Is a mortgagee in possession or otherwise in control of any property; or

**(d)**

Is an agent, trustee or other person appointed by the courts and vested with possession or control of any property; or

**(e)**

Is an officer or trustee of the association of unit owners of a condominium.

**(2)**

Each person within this definition as owner is bound to comply with the provisions of this section as if he or she were the owner in fee.

[Amended 6-3-2014 by Ord. No. 100-2014]

**PERSON**

Every individual, partnership, corporation, trust or other entity.

**SIDEWALK**

Any paved area adjacent to a public or private way which is devoted to pedestrian travel and shall include any accessory ramping and curb cuts connecting the sidewalk to the traveled portion of an adjacent street.

**B.**

Duty imposed.

**(1)**

The owner of any real estate abutting any sidewalk within the City shall remove or cause to be removed any snow and/or ice which has accumulated thereon, and if the ice cannot be removed completely, any remaining ice shall be made level and shall be covered with sand, salt or other suitable substance to prevent slipping. This section shall be enforced by either the Chief of Police or the Commissioner of Public Works.

**(2)**

The owner must clear and sand the sidewalk so as to create a walking path of at least 36 inches or the width of the sidewalk, whichever is smaller, within the first 24 hours after the storm has abated.

**C.**

Placing snow on public ways. No person, other than a municipal employee performing work for the City in the normal course of his or her municipal employment, shall place or cause to be placed any snow or ice on or into the public way.

[Amended 6-3-2014 by Ord. No. 100-2014]

**D.**

**Sanctions.**

**(1)**

The fine for breach of the duty imposed by this section or for placing snow or ice on or into the public way is \$200. Each day on which the owner fails to remove snow and ice as required herein shall be considered as a separate violation.

**(2)**

This section imposes duties on the owners of properties abutting sidewalks. Upon the neglect or violation any of duty imposed by it, that duty may be performed by the Commissioner of Public Works or his or her designee at the expense of the person charged with the duty. The City may recover its expenses, not exceeding the penalty, in a legal action of contract.

[Amended 6-3-2014 by Ord. No. 100-2014]

**(3)**

All invoices for the payment of municipal charges and bills, fines or violations are due under any provision of this section or arising in connection with enforcing this section within 30 days after they are mailed unless a different due date is otherwise provided by law or ordinance. Any invoice remaining unpaid after its due date will accrue interest from the due date at the rate of interest charged on tax bills under the provisions of MGL c. 59, § 57, as the same may from time to time be amended.

**(4)**

The fees and charges assessed under this section, together with interest thereon and costs relative thereto, shall be a lien upon the real estate as described in MGL c. 40, § 58. The lien shall take effect upon the recording of a list of unpaid municipal charges and fees by parcel of land and by the name of the person assessed for the charge or fee in the registry of deeds and, if a charge or fee which is secured by a municipal charges lien remains unpaid when the assessors are preparing a real estate tax list and warrant to be committed under MGL c. 59, § 53, the enforcing authority in charge of collecting the charge or fee, or the collector of taxes, shall certify the charge or fee to the assessors, who shall forthwith add the charge or fee to the tax on the property to which it relates and commit it with their warrant to the collector of taxes as part of such tax.

**(5)**

If the property to which such charge or fee relates is tax exempt, the charge or fee shall be committed as the tax. A lien under this section may be discharged by filing a certificate from the Tax Collector that all municipal charges or fees constituting the lien, together with any interest and costs thereon, have been paid or legally abated. All costs of recording or discharging a lien under this section shall be borne by the owner of the property.

**(6)**

This section may also be enforced by civil process or by noncriminal disposition as provided in MGL c. 40, § 21D. The Commissioner of Public Works or his designee or any Fitchburg police officer may issue tickets to enforce this section. If enforced civilly, each day on which a violation exists shall be deemed to be a separate offense and the violator shall be subject to the following fines:

**(a)**

First violation: \$100.

**(b)**

Second violation: \$150.

**(c)**

Third violation: \$200.

**(d)**

Fourth and each subsequent violation: \$200.

**(7)**

In addition to the penalties set forth above, the enforcing authority may seek an injunction from an appropriate court to restrain any violation of this section.

<http://ecode360.com/10431793>

**Florida**

NONE

**Foxborough**

NONE

**Framingham**

NONE

**Franklin**

NONE

**Freetown**

NONE

**Gardner**

§ 567-27 Purpose.

[Amended 11-18-2013 by Ord. No. 1563]

This article is adopted in order to provide for the timely and complete removal of snow, slush and ice from the sidewalks and curb ramps in the City of Gardner to ensure that all residents, including wheelchair users, the elderly, and others with disabilities, can traverse public sidewalks safely.

§ 567-28 **Definitions.**

The following words and phrases, when used in this article, shall have the following meanings:

**ACCUMULATION**

Any accumulation of snow, slush, or ice which does not melt upon contacting the paved path.

**CLEAR**

To remove snow, slush or ice in a manner that clears the full paved path or a minimum of 42 inches wide.

**OWNER**

The owner, occupant, tenant, mortgagee in possession, or manager of any commercial, industrial, mixed-use, or residential building, estate, or land abutting on a sidewalk.

**PROPERTY**

All land and the buildings thereon located in the City of Gardner.

§ 567-29 **District established; sidewalks to be kept clear.**

**A.** For the purpose of causing the removal of snow and ice from sidewalks in certain portions of the City, the following district is hereby established:

- (1) Easterly side of Central Street from the railroad tracks adjacent to 206 Central Street to West Lynde Street;
- (2) Westerly side of Central Street from the railroad tracks adjacent to 206 Central Street to Vernon Street;
- (3) Easterly side of Main Street from West Lynde Street to 150 Main Street;
- (4) Westerly side of Main Street from Pleasant Street to 167 Main Street;
- (5) Easterly side of Pleasant Street from City Hall Avenue to Main Street;
- (6) Westerly side of Pleasant Street from City Hall Avenue to Parker Street;
- (7) Northerly side of Parker Street from Oak Street to Vernon Street;
- (8) Southerly side of Parker Street from Nichols Street to Pleasant Street;
- (9) Northerly and southerly sides of City Hall Avenue from Main Street to Nichols Street;
- (10) Easterly side of Nichols Street from City Hall Avenue to Parker Street;
- (11) Northerly side of West Lynde Street from Central Street to Lake Street extension; and
- (12) Easterly and westerly sides of Connors Street from Parker Street to City Hall Avenue.

**B.** No property owner in said district shall place or suffer to remain for more than three hours between sunrise and sunset during weekdays, and six hours between sunrise and sunset during weekend days, any slush or any loose, granular, or packed snow upon such sidewalk. Any slush or snow shall be cleared as defined herein and in a manner that ensures the orderly flow and safety of pedestrian traffic upon such sidewalk. The term "sidewalk" shall include any curb ramps providing access to crosswalks abutting the property.

**C.** The removal of ice shall be deemed sufficient if such ice is made level and completely covered with sand, sawdust, or other appropriate material to prevent slipping.

§ 567-30      **Deposit of snow or ice on public way.**

No person shall remove snow, slush or ice from privately owned real property and place it upon any public sidewalk or public street.

§ 567-31      **Enforcement; violations and penalties.**

**A.** If the owner or occupant fails to remove such snow within the time limit provided in § ~~567-29~~, the City may remove or cause to be removed such accumulation of snow and/or ice, and the owner or occupant shall reimburse the City for the expense incurred for such removal. The sum so expended may be recovered by the City as provided in MGL c. 111, § 125, and MGL c. 139, § 3A, relative to liens for such debt and collection of the claims for such debt, or in an action of contract by the City against said owner or occupant.

**B.** This article may also be enforced by civil process, criminal process or by noncriminal disposition as provided in MGL c. 40, § 21D.

**C.** Each day on which a violation exists shall be deemed to be a separate offense, and any person in violation of this article shall be subject to the following fines:

[Amended 11-18-2013 by Ord. No. 1563]

(1) First offense: \$25.

(2) Second and subsequent offenses: \$50.

**D.** In addition to the penalties set forth above, the Building Commissioner or the Police Chief, or his designated agent, may seek an injunction from a court of competent jurisdiction to restrain any violation of this article.

[Amended 11-18-2013 by Ord. No. 1563]

**E.** Any violation of § **567-30** shall result in a fine of \$150.

**F.** This article shall not be enforced against the City or the Commonwealth of Massachusetts, its authorities, departments, or agencies.

**Georgetown**

NONE

**Gill**

NONE

**Gloucester**

**Sec. 21-19. - Removal of snow from sidewalks.**

The tenant or occupant, and in case there shall be no tenant or occupant, the owner, or any person having the care of any building or lot of land bordering on any street, lane, court, square or public place within the city, where there is a footway or sidewalk, shall cause all snow that may be thereon to be removed therefrom within six hours after the snow ceases to fall, if it ceases to fall in the daytime, and before 12:00 noon if it ceases to fall in the nighttime. The provisions of this section shall apply to snow which falls from buildings as well as to that which falls from the clouds.

(Code 1970, § 20-21)

**State Law reference—** Municipal authority to require removal of ice from sidewalks, M.G.L. c. 40, § 21(2), (3); c. 85, § 5.

**Goshen**

NONE

**Gosnold**

NONE

**Grafton**

NONE

**Granby**

NONE

**Granville**

NONE

**Great Barrington**

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[http://www.townofgb.org/Pages/GBarringtonMA\\_BOS/bylaws/index](http://www.townofgb.org/Pages/GBarringtonMA_BOS/bylaws/index)

**Greenfield**

NONE

**Groton**

NONE

**Groveland**

NONE

**Hadley**

NONE

**Halifax**

NONE

**Hamilton**

NONE

**Hampden**

NONE

**Hancock**

NONE

**Hanover**

NONE

**Hanson**

NONE

**Hardwick**

NONE

**Harvard**

NONE

**Harwich**

NONE

**Hatfield**

NONE

**Haverhill**

**§ 216-1 Removal required; time limit.**

The tenant or occupant, and in case there shall be no tenant or occupant, the owner, agent or person having the care or custody of any building or lot abutting on any street, lane, court, square or way within the City where there is any footway or sidewalk duly established, shall, after snow has ceased to fall thereon or whenever snow shall have collected or been deposited upon any such footway or sidewalk either by falling from an adjoining building or by drifting thereon, within six hours, remove or cause the same to be removed therefrom; and where

footways or sidewalks have not been duly established, shall cause all such snow to be as soon removed to a width of not less than four feet from that portion of the street or way which is used in common as a footway in such streets or ways; provided, however, that the requirements of this section shall not be in force between the hours of 9:00 p.m. and 9:00 a.m.

**§ 216-2 Removal of ice; use of salt prohibited.**

Whenever any sidewalk or footway, or any part thereof, abutting on any building or lot of land, shall be encumbered with ice, the occupant or tenant, or the owner, agent or person having the care and custody of such building or lot, shall cause such sidewalk or footway to be made safe and convenient for travel, so far as it abuts on the building or lot, by removing the ice therefrom or by covering the same with sand or other suitable substance within six hours after the formation of such encumbrance; provided, however, that the requirements of this section shall not be in force between the hours of 9:00 p.m. and 9:00 a.m. No salt shall be placed on any sidewalk or footway for the purpose of removing snow or ice therefrom.

**§ 216-3 Notice to remove; time limit.**

Whenever any sidewalk or footway shall be encumbered with snow or ice contrary to the provisions of the two preceding sections, it shall be the duty of the Chief of Police to notify or cause to be notified the person responsible therefor, and, if the provisions of the aforesaid preceding sections are not complied with within three hours from the time of service of the above notice, the Chief of Police shall forthwith prosecute the person who has violated the provisions of this or of the two preceding sections.

**§ 216-4 Disposal on streets prohibited.**

[Amended 2-27-1996 by Doc. 38; 3-25-2014 by Doc. 33]

No person shall throw or place, or cause to be thrown or placed, in a street or way or property on which he does not have permission to do so any snow or ice that has accumulated in volume.

**§ 216-5 Removal from roofs.**

The owner or occupant of any building near the line of any street, way, sidewalk or public place where the roof of the building slopes toward the street, way, sidewalk or other public place shall cause all the snow and ice to be removed from such roof within 24 hours after the same shall have ceased from falling or forming or shall cause such roof to be provided with suitable barriers to prevent the fall of snow or ice therefrom upon such street, way, sidewalk or other public place.

**Hawley**

NONE

**Heath**

NONE

**Hingham**

NONE

**Hinsdale**

NONE

**Holbrook**

NONE

**Holden**

NONE

**Holland**

NONE

**Holliston**

NONE

**Holyoke**

- **ARTICLE III. - SIDEWALKS**
- **DIVISION 1. - GENERALLY**
- **Sec. 78-141. - Removal of snow and ice.**

**(a)**

No owner or person in control of an estate abutting upon any street, lane, court, or square within the city where there is a sidewalk shall place or suffer to remain for more than 24 hours any snow upon such sidewalk, or any ice upon such sidewalk unless such ice is made even and covered with sand, sawdust, ashes or other suitable material to prevent slipping; nor shall any person place any ice or snow onto other private property or public ways. This section shall apply to snow or ice which may have fallen from any building upon such sidewalk and to snow which may have accumulated upon such sidewalk by drifting, and to ice formed from water running or accumulating upon such sidewalk.

**(b)**

On all portions of streets on which parking meters are installed, all snow and ice shall be removed from the entire width of the sidewalk within eight hours after the cessation of any snowstorm.

(Code 1972, § 18-15)

**State Law reference—** Removal of snow from sidewalks, M.G.L.A. c. 85, § 5, M.G.L.A. c. 40, [§ 21](#)(2)—(4).

**Hopedale**

NONE

**Hopkinton**

NONE

**Hubbardston**

NONE

**Hudson**

Section 50 - Removal and Placement of Snow from Private Property No person, nor entity, nor any agent, assignee, employee, contractor or servant of any such person or entity shall displace or remove snow or ice from private property so as to cause it to be placed, deposited or dumped

upon any portion of the Town's street, ways, sidewalks or real property. Whoever violates the provisions of the By-Law shall be punished by a fine of fifty (\$50.00) Dollars.

**Hull**

NONE

**Huntington**

From the Town of Huntington General Bylaws Adopted at the 2015 Annual Town Meeting  
Section 40-C Throwing Snow on Town Property No person or entity, regardless of their ownership, tenancy, or other status or relationship to any property, nor any agent, employee, contractor or servant of any person or entity shall place, throw, plow or in any way move any snow or ice onto any portion of the Town's streets, and/or sidewalks, except with the approval of the Highway Superintendent or his designee. Notwithstanding the foregoing, this by-law shall not be construed to prohibit owners or occupants of residential premises from placing snow and ice on the sidewalk while leaving unobstructed room for pedestrian passage, and from placing snow or ice from pavement edge to no more than one foot (12 inches) out into the street, immediately adjacent to the driveway opening. Anyone violating the provisions of this by-law shall be subject to a specific penalty in an amount up to one hundred fifty dollars (\$150) for each offense. The fine structure shall be as follows: All first violations: Documented warning  
Residential (Less than 6 dwelling units): Manual snow shoveling: Second violation: \$ 10.00  
Third violation: \$ 25.00 Fourth or more violations: \$ 50.00 Residential mechanized snow moving: Second violation: \$ 25.00 Third violation: \$ 50.00 Fourth or more violations: \$100.00  
Commercial and 6 or more residential units: Manual snow shoveling: Second violation: \$ 50.00  
Third or more violations: \$150.00 Commercial mechanized snow moving: Second violation: \$ 75.00 Third or more violations: \$150.00 The Huntington Highway Superintendent, all Huntington Police Officers, Massachusetts State Police are empowered and authorized to enforce this by-law.

**Ipswich**

NONE

**Kingston**

NONE

**Lakeville**

NONE

**Lancaster**

NONE

**Lanesborough**

NONE

**Lawrence**

NONE

**Lee**

NONE

**Leicester**

NONE

### **Lenox**

Section 6. The owner of premises, and his tenant or licensee, shall as soon as practical after any snowfall or ice storm, cause all public sidewalks abutting said premises to be cleared reasonably of such snow and/or ice, and said sidewalk to be made usable by the public with as much safety as is possible under the circumstances.

### **Leominster**

Sec. 20-2. - Snow and ice—Removal from sidewalks required on certain streets.

No tenant or occupant or owner or agent in charge of real estate abutting upon the sidewalks within the following areas of the city shall suffer or permit such sidewalk to remain wholly or partly covered with snow for more than twelve hours after the cessation of any storm:

Central Street (both sides), from Union Street and the prolongation thereof to Monument Square.

Lancaster Street (both sides), from Mount Pleasant Avenue and the prolongation thereof to Central Street.

Main Street (both sides), from Summer Street and the prolongation thereof to Monument Square.

Mechanic Street (both sides), from the New York, New Haven and Hartford Railroad to Monument Square.

Merriam Avenue (both sides), from Depot Square to Main Street.

Monument Square (both sides).

Park Street (south side), from West Street to Pleasant Street.

Pleasant Street (both sides), from Pearl Street and the prolongation thereto to Monument Square.

Water Street (both sides), from the New York, New Haven and Hartford Railroad to Mechanic Street.

West Street (north side), from Church Street to Main Street.

(R. O. 1960, ch. 10, pt. 3, § 8.)

### **Leverett**

NONE

### **Lexington**

§ 100-3**Removal and discharge of snow, water and ice.**

#### **A.**

No owner or agent having charge of any building or lot of land abutting on a sidewalk within all commercial and industrial districts as defined in § 135-2 of the Zoning By-Law of the Town of Lexington shall place or permit or suffer to remain for more than four hours between sunrise and

sunset any snow or ice upon such sidewalks which impedes the orderly flow or safety of pedestrian traffic upon such sidewalks, unless such ice is made even and covered with sand or some like material to prevent slipping.

[Amended 5-3-1982 ATM by Art. 48]

**B.**

No person shall lay, throw, or place or cause to be placed any ice or snow on that portion of any street or sidewalk within the Town which has been cleared or plowed for travel.

**C.**

No owner of a building abutting upon or adjacent to the line of any street, or his agent having care thereof, shall cause, pump, permit or suffer water from the roof of such building or from the building itself to discharge upon or flow across the sidewalk or public way adjacent to such building in such a way as to affect the public safety.

[Amended 5-3-1982 ATM by Art. 48]

**D.**

Every owner of a building abutting upon or any part of which stands within 15 feet of the line of any public street, the roof of which building pitches or slopes towards the street, shall fit or provide such roof with snow barriers or guards sufficient to effectually prevent the sliding of snow and ice from such building into any part of the street.

**E.**

No person shall discharge or cause to be discharged any stormwater, surface water, groundwater, roof runoff, subsurface drainage, uncontaminated cooling water, or unpolluted industrial process waters to any sanitary sewer.

[Added 4-12-1978 ATM by Art. 57]

**Leyden**

NONE

**Lincoln**

NONE

**Littleton**

NONE

**Longmeadow**

4-310. Snow Removal. (a) A person who is a resident or an owner of property on which or adjacent to which there is a hard surfaced sidewalk that is under the control of the Town shall clear the sidewalk of ice and snow within twenty-four (24) hours after the precipitation ceases to fall. If the sidewalk becomes covered with ice that cannot be readily removed, the resident or owner shall place sand or ashes on the sidewalk to render the walk safe for pedestrians. A violation of this section is punishable by a fine of Twenty-Five (\$25) Dollars. (b) A person who is a resident or an owner of property, including business or commercial property as well as residential property, on which or adjacent to which there is a fire hydrant shall clear the hydrant of ice and snow within 24 hours after precipitation ceases to fall so that the fire hydrant is readily visible to fire department personnel. If the fire hydrant is located on a proper

**Lowell**

A.

Removal from sidewalks.

(1)

Snow removal. The owner, agent or any other person having the care of the building or lot of land bordering on any public way within the City shall cause all snow and ice, however accumulated, to be removed from the sidewalk or alley within 12 hours after the snow has ceased falling and/or the ice has accumulated. However, if the snow ceases falling or the ice accumulates after 6:00 p.m., the same shall be removed before 1:00 p.m. on the following day. Furthermore, said owner, agent or other person having the care of the building or lot of land shall have a continuing duty to keep said sidewalks and alleys free and clear of snow and ice and shall maintain adequate accessibility to said sidewalks and alleys from the street.

(2)

Ice control. Whenever ice forms upon a sidewalk or private alley, the owner, agent or any other person having the care of the building or lot of land shall cause such ice on said sidewalks and alleys to be removed or to be covered with sand or other substances in such manner to allow safe and easy travel on such sidewalk or alley.

(3)

Enforcement. A police officer, parking attendant, code enforcement inspector, building inspector, or other official designated by the City Manager is hereby empowered to enforce the provisions of this Subsection A. The penalty for violation of this Subsection A shall be as set forth in the Schedule of Fees and Charges of Chapter 150 of the Lowell City Code.

(4)

Clearing by the City. If any owner, agent or any other person having the care of the building or lot of land fails to cause the removal of snow within the time provided in Subsection A(1) or fails to remove or control ice forming on the sidewalk, the City Manager may direct the Department of Public Works to cause the removal or control of such snow or ice, and the owner, agent or any other person having the care of the building or lot of land shall be jointly and severally liable to repay the City all reasonable charges therefor.

(5)

The above violations of this Subsection A may, as an alternative, in the discretion of the enforcing person(s), be the subject matter of noncriminal disposition under MGL c. 40, § 21D, and § 1-6 of this Code, as amended.

**Ludlow**

SECTION 17: Snow shall be removed from the sidewalk within street limits within 24 hours after it has fallen. Snow so removed shall not be placed in any way, street or road to which the public has access. Snow removed from one's property, whether public or private, shall not be placed in any way, street or road to which the public has access. (Added 10/7/96) Ice shall be removed or sanded on all sidewalks in public ways forthwith. Public ways for the purposes set forth in this section shall be sidewalks, safetywalks, or footwalks whether concrete or blacktop on streets accepted by the Town. The Board of Selectmen shall determine and establish safetywalks in Town and authorize snow removal by the Town on said walks. The Town Clerk shall certify to the Police Department annually on November 1st each year a list of publicly accepted streets of the Town to be used for enforcement of this bylaw. The penalty for the violation of this Bylaw shall apply to the owner of the abutting property or his agent having charge thereof.

**Lunenburg**

Town By-law: Article V, Section 14: No person shall plow, shovel, or otherwise place snow, ice and debris onto that portion of any public way open to travel

## Lynn

### SECTION 1:00 | Snow Removal

A. No owner, manager or tenant of (i) commercial building, estate or land abutting on a sidewalk, (ii) mixed-use building, estate, or land abutting on a sidewalk, or (iii) residential building, estate, or land abutting on a sidewalk containing more than six (6) residential units shall place or suffer to remain in place for more than three (3) hours between sunrise and sunset any slush, or loose, granular or packed snow upon such sidewalk. Removal of any slush and snow should be conducted along the full paved width of such sidewalk and in a manner that ensures the orderly flow and safety of pedestrian traffic upon such sidewalk. Removal of any slush or snow shall be conducted in a manner that clears the full paved path or a minimum of forty-two inches wide, including removal of snow from all curb cuts, intersections, crosswalks, handicapped ramps and sidewalk locations. Each day that a violation exists shall be considered a separate offense.

B. No owner, manager or tenant of a residential building, estate or land abutting a sidewalk containing six (6) or fewer residential units shall place or suffer to remain in place for more than ten (10) hours after sunrise or when snowfall ceases any slush, or loose, granular or packed snow upon such sidewalk. Removal of any slush and snow should be conducted along the full paved width of such sidewalk and in a manner that ensures the orderly flow and safety of pedestrian traffic upon such sidewalk. Removal of any slush or snow shall be conducted in a manner that clears the full paved path or a minimum of forty-two inches wide, including removal of snow from all curb cuts, intersections, crosswalks, handicapped ramps and sidewalk locations. Each day that a violation exists shall be considered a separate offense

C. The provisions of subsections A and B of this section shall apply to snow and ice which slides or falls from any building, and to ice formed or accumulated upon any sidewalk, however formed or accumulated.

D. The Parking Department, the Police Department, the Inspectional Services Department and Department of Public Works shall be the enforcing authority for all purposes of this Section. All persons violating any of the provisions of this section shall forfeit and pay a sum not exceeding fifty dollars (\$50.00). The City of Lynn may issue a warning for a first offense in the sole discretion of the inspector issuing said fine.

## Lynnfield

SIDEWALKS- (as ammended by the Board of Selectmen 11-18-13)

Property owners are responsible for keeping the sidewalk in front of their property clear of snow and ice. The Public Works Department is responsble for clearing 19.27 miles of sidewaks

The Town Sidewalk Plow Routes are classified into (3) categories which determines the order in which they are plowed.

PRIORITY "A" (10.71 miles)- School Zone. Highest priority and plowed first. Also includes major main roads

PRIORITY "B" (5.78 miles)- Main and secondary roads outside school walkers area but are areas more densely populated.

PRIORITY "C" (2.78 miles)- Secondary main roads. Lowest priority. Less desely populated main and secondary roads.

### **Malden**

#### **SECTION 11.35 REMOVAL OF SNOW AND ICE FROM SIDEWALKS**

A. The owner, occupant or agent in charge of any land or building abutting a paved sidewalk in the City of Malden shall make said sidewalk safe and convenient for public use by removing any snow or ice accumulating thereon or by otherwise make the same safe by covering with sand or other suitable substance.

B. Removal of hazardous conditions shall be made within the first twenty four hours after such snow or ice accumulates on said sidewalk. Sidewalks shall be cleared to provide a minimum passage of thirty six inches in width. A minimum passage of thirty six inches in width shall also be cleared to the street. Handicapped access ramps shall be cleared to the full extent of the width and length of the main slope and side slopes.

C. This ordinance may be enforced in the manner provided in Massachusetts General Laws Chapter 40 Section 21D by regular enforcement officers and by Department of Public Works storm supervisory personnel. The penalty for violation of this ordinance shall include the cost of removal of said violation, as determined by the Director of Public Works, and a fine of up to \$200.00 for each violation.

### **Manchester-by-the-Sea**

#### **Snow & Ice Control**

Snow and ice control utilizes employees from all four divisions of the Department of Public Works. We operate three truck-mounted sanders for sanding roadways and one sander-mounted sidewalk tractor for sanding the sidewalks.

All of our plow operators work on a predetermined route. We utilize the same operator on the same route as much as possible because they are familiar with where a manhole may be high and the driver needs to raise the plow to get over the obstruction. Plow routes vary in length based upon the width of the roads, the time it takes to complete one circuit of the route, and number of vehicles used to plow the route.

Our personnel plow many of the sidewalks in town. There are some sidewalks that are outside the downtown area or are too narrow and thus do not get plowed.

Snow removal operations commence once a storm has abated. We use a sidewalk tractor, front-end loaders, and trucks to pick up the accumulated snow within the downtown area and a portion of School Street. Depending on the depth of snow accumulated along the roadsides, snow removal operations will radiate out from the center of town to widen the available roadway width on many side streets in order to create room for the next storm.

Removed snow is trucked to the Singing Beach Parking lot where it is pushed into large piles and allowed to melt. Sand and other debris trapped in the snow, accumulates on the parking lot surface, and is swept up in the spring.

### **Mansfield**

NONE

### **Marblehead**

Who is responsible for shoveling sidewalks? Although Marblehead does not have a by-law requiring property owners to do so, the removal of snow and ice from sidewalks is greatly appreciated. This will help prevent children, the elderly, and the general public from walking in the street during dangerous driving conditions. Following each storm the Town of Marblehead clears designated sidewalks along designated school routes. It takes time to accomplish this task, and it is only done after all roads have been cleared

Article III:

Deposit of Snow and Ice

[Adopted 3-14-1967 ATM by Art. 34]

Chapter 162:

Streets and Sidewalks

Article III:

Deposit of Snow and Ice

§ 162-8

Definitions.

§ 162-9

Depositing of snow and ice restricted.

§ 162-10

Penalty.

§ 162-8

Definitions.

The following definitions shall apply in the interpretation and enforcement of this By-Law:

A.

"Street" or "highway" means the entire width between the boundary lines of every way publicly maintained when any part thereof is open to the use of the public for purposes of vehicular travel.

B.

"Roadway" means that portion of a street or highway improved, designed, or ordinarily used for vehicular travel, exclusive of the berm or shoulder.

C.

"Sidewalk" means that portion of a street or highway between the curblines, or the lateral lines of a roadway, and the adjacent property lines, intended for the use of pedestrians.

D.

"Person" is any person, firm, partnership, association, corporation, company or organization of any kind.

§ 162-9

Depositing of snow and ice restricted.

No person shall deposit or cause to be deposited any snow and/or ice on or against a fire hydrant or on any sidewalk or roadway.

§ 162-10

Penalty.

[Amended 3-14-1972 ATM by Art. 30]

Whoever violates any section or provision of this By-Law shall be liable to a penalty of \$50 for each offense.

### **Marion**

NONE

### **Marlborough**

Section 24 of Chapter 172, Marlborough City Code, states

A. The tenant or occupant, and in this case there shall be no tenant or occupant, the owner, or any person having the care of any building or lot of land bordering on any street, lane court, square, square or public place, within the city, where there is a sidewalk, shall cause all snow may be on such sidewalk to be removed there from within twelve (12) hours after the snow ceases to fall, if it ceases to fall in the daytime, and before 12:00 noon, if it ceases to fall in the nighttime; and if he neglects so to do, he shall be liable to a penalty of not less than two dollars (\$2.00) nor more than ten dollars (\$10.00) for each offense. The provisions of this section shall apply to snow, which falls from buildings as well as to that which falls from the clouds.

B. No Person shall deposit snow or ice on any public way or sidewalk in such a manner to interfere with, or detract from the plowing of said public way or sidewalk; and no property owner or person in control of property shall permit or suffer any employee, agent or servant to deposit snow or ice on any public way.

C. No person shall deposit snow or ice in such a way as to obstruct the access to or the operation of any fire hydrant; and no property owner or person in control of property shall permit or suffer any employee, agent or servant to deposit snow or ice in such a way as to obstruct the access to or the operation of any fire hydrant.

D. No person plowing snow or ice from private property, or public property adjacent thereto, shall, if crossing any public sidewalk, permit any plowed snow or ice to remain on such public way or sidewalk in such a manner to interfere with, or detract from the plowing of said public way or sidewalk; and no property owner or person in control of property shall permit or suffer any employee, agent or servant, plowing snow or ice across a public way or sidewalk, to permit any plowed snow or ice to remain on such public way or sidewalk in such a manner to interfere with, or detract from the plowing of said public way or sidewalk.

### **CITIZEN ICE REMOVAL**

Section 25 of Chapter 172, Marlborough City Code, states:

Whenever any sidewalk, or any part thereof, adjoining any building or lot of land on any street, lane, court, square or public place is encumbered with ice, it shall be the duty of the tenant or occupant, and in case there is no tenant or occupant, the owner or any person having the care of such buildings or lot to cause such sidewalk to be made safe and convenient by removing the ice there from, or by making such ice even and keeping it covered with sand, ashes or some other suitable material to prevent slipping, within twelve (12) hours after the ice forms, if in the daytime, and before twelve (12) noon, if it forms in the nighttime; and if he neglects so to do, he shall be liable to a penalty of not less than two dollars (\$2.00) nor more than ten dollars (\$10.00) for each offense.

### **Marshfield**

#### **ARTICLE THIRTY FOUR - Removal of Vehicles for Snow Removal**

The Department of Public Works Commissioners may, for the removal or plowing of snow or removal of ice from any public way, remove or cause to be removed to some convenient place, including any public garage, any vehicle which interferes with the removal or the plowing of such snow or such ice. In the event that such vehicle is so removed, the owner of said vehicle shall be liable for the cost of such removal, and of the storage charges, if any, resulting therefrom. Charges to be set and published by the Selectmen.

Failure to pay the aforesaid costs within 60 days after billing shall subject the owner of any vehicle so involved to a \$50.00 fine for each offense enforceable in the 3rd District Court of Plymouth, any such fines to enure to the Town.

Adopted by Article 48, 1964 ATM

### **Mashpee**

#### CHAPTER 147 – SNOW AND ICE, REMOVAL OF

History: Adopted by the Town of Mashpee: Art. I, as Ch. 4, Art. 4.6, Sec. 4.6.4, of the 1980 Code;

History: Art. II, 5-7-1984 ATM, Article 67, approved by Attorney General 9-17-1984.

Amendments noted where applicable.

#### GENERAL REFERENCES

Streets and sidewalks; See Ch. 150

#### ARTICLE I – Removal of Obstructing Vehicles

##### §147-1 Authority:

The Superintendent of Streets is authorized to remove or cause to be removed to some convenient place, including a public garage, any vehicle interfering with the work of removing or plowing snow or removing ice from any way in the Town.

##### §147-2 Liability for Charges:

The cost of such removal and of the storage charges, if any, resulting therefrom shall be imposed upon the owner of such vehicle, but in no event shall such liability exceed twenty dollars (\$20).

#### ARTICLE II – Snow Removal by Town

##### §147-3 Authority of Town:

Pursuant to MGL C. 40, §6C, accepted by the Town on March 3, 1971, the Town shall remove snow and ice from private ways open to public use as may be designated by the Board of Selectmen, subject to the appropriation of funds for such purpose. Said removal of snow and ice from such a way shall not constitute a repair of a way.

##### §147-4 Identification of Private Ways:

Prior to removing snow and ice from private ways, those ways shall be identified in a manner that meets the specifications of the Street Superintendent.

##### §147-5 Exemption of Streets with Speed Bumps:

No private way shall be plowed or sanded by the Town if travel on such a way is impeded by structures known as “speed bumps.”

### **Mattapoisett**

NONE

### **Maynard**

#### Sidewalks

As per the Supreme Judicial Court ruled last year property owners are responsible for keeping all sidewalks along their property clear of snow and ice. The Town clears only sidewalks that are not abutted by private property. Keeping in mind that snow plows will push street snow onto sidewalks, it is advisable to clear sidewalks after the plows have finished your street. Do not throw snow from sidewalks back into the street. The Following is a list of the sidewalks the Town plows: These are the main walking routes for schools and includes the Central Business District. The Town keeps the sidewalks passable during storms and will make a final cleanup of

the sidewalks as soon as possible after the storm ends. It may be several days before the sidewalks are completely open

### **Medfield**

Article III:

Removal of Snow and Ice

[Adopted as Art. IV, Sec. 11, of the 1926 Bylaws]

Chapter 240:

Streets, Sidewalks and Public Places

Article III:

Removal of Snow and Ice

§ 240-14

Premises open to public.

§ 240-15

Placing snow on ways open to public prohibited.

§ 240-16

Violations and penalties.

§ 240-14

Premises open to public.

No owner, tenant, occupant or agent in charge of an estate used wholly or in part for stores, offices or places of public resort shall place any snow or ice on a sidewalk on which such store, office or place of public resort abuts, nor suffer any snow or ice to remain thereon for more than five hours between sunrise and sunset. If snow or ice, through weather conditions, is evenly spread over a sidewalk and frozen thereto so as to be difficult to remove, it may remain until it can be more easily removed, if the sidewalk be kept in safe condition by sanding or otherwise.

§ 240-15

Placing snow on ways open to public prohibited.

[ATM 4-26-1994]

No person shall cast or plow snow into a public way or private way open to the public, or plow snow across such a way to the other side. Fine: \$100 (Medfield police officers or Highway Superintendent).

§ 240-16

Violations and penalties.

[5-4-1981; amended ATM 4-26-1994]

Whoever violates any Section of this Bylaw shall be punished by a fine not exceeding \$300 for each offense, which shall inure to the Town. Such fines shall be recovered by indictment or on complaint before a district court or by noncriminal disposition in accordance with Massachusetts General Laws.

### **Medford**

It is the responsibility of the person living in the residence to:

Keep the adjacent sidewalks clear of snow and ice. If you go out of town, make sure someone else will do it.

Clear openings at corners, crosswalks and curb cuts so pedestrians can cross safely.

Dig out fire hydrants and catch basins.

Always park your car at least 20 feet from the street corner so plows can push snow away from the crosswalks.

Pay attention to "No Parking" signs during snow emergencies.

In Medford, sidewalks must be cleared within 6 hours after the snow falls. Failing to comply with this sidewalk clearance ordinance is a fineable offense. You will be fined \$25 the first time, then \$50 per day.

**Sec. 74-114. - Removal of snow and ice.**

(a)

Whenever the sidewalk, or any part of a sidewalk adjoining any building, or lot of land on any street, is encumbered with ice and snow, it shall be the duty of the tenant or occupant, and, in case there should be no tenant or occupant of the whole of such building or lot of land, it shall be the duty of the owner, or of the person having care of the sidewalk, to cause such sidewalk to be made safe and convenient for public use or travel by removing the ice or snow or by covering the area with sand or some other suitable substance. In case such tenant, occupant, owner or other person shall neglect to do so for the space of six hours during the daytime, he shall forfeit and pay the sum of \$25.00 for the first offense and \$50.00 for each successive day that the sidewalk shall continue to be encumbered.

(b)

Any person shall not throw or put, or cause to be thrown or put, any snow or ice into any street in the city. The fine for violation of this section shall be, for the first offense, \$50.00 and, for the second offense and subsequent offenses, \$100.00.

(Rev. Ords. 1974, ch. 23, §§ 27, 28; Ord. No. 559, 2-5-1991; Ord. No. 652, 9-21-1999)

**Medway**

**Section 12.17**

(a) No person shall place snow from a plow, shovel, snow blower or by any other means on the traveled portion of a public way.

The DPS will plow sidewalks along central routes that are heavily traveled by children on their way to and from school. Your assistance is important in making sure snow is cleared from the sidewalk in front of your property for streets not listed above. Residents and business owners share in the responsibility to provide safe passage in front of their properties. Be a good neighbor and help those that are not able.

**Melrose**

**SIDEWALKS**

Business owners are required by Ordinance to keep the sidewalk in front of their property clear of snow and ice. Property owners are requested to do the same

**§ 177-12**

**Snow and ice removal.**

**A.**

Generally. No owner, tenant or occupant of land or a building, or any agent thereof, in this city shall cause any snow or ice from said land or building to be placed in the sidewalk, road, or other public way in the city.

**B.**

Removal required on sidewalks. The owner, tenant or occupant of any estate in those sections of the city containing commercial, office and building manufacturing facilities shall cause all snow and ice to be removed from the sidewalks adjoining such estate within six daylight hours after snow has ceased to fall or has drifted thereon from a building.

**C.**

Removal required on certain buildings. The tenant or occupant of any building of which any part overhangs the sidewalk of any street in any part of the city shall cause all snow and ice to be removed from such building within six daylight hours after the snow has ceased to fall or has drifted thereon or after the ice has formed. The owner of such estate or building and his/her agent having charge thereof shall also be required to cause the removal of such snow and ice as herein provided. The penalty for violation of this section shall apply to the tenant, occupant, owner or agent.

D.

Clearing sidewalks. The sidewalks adjoining public buildings or grounds shall be cleared under the direction of the Engineer and Superintendent of Public Works.

E.

Enforcement.

(1)

The Superintendent of Public Works and his/her designee shall have the authority to enforce all provisions of § 177-12. The Melrose Police Department is authorized to assist in the enforcement of § 177-12.

(2)

Whoever violates any of the provisions of Subsections A through D of § 177-12 shall be fined \$50.

(3)

Owners shall be liable for any violation of Subsections A through D of § 177-12.

(4)

Upon neglect of or violation of the duties imposed by the provisions of Subsections A through D of § 177-12, such duties may be performed by the Superintendent of Public Works or his/her agent at the expense of the person(s) or entities liable to perform those duties. Assessment of costs under this subsection shall not preclude any party from being fine under Subsection E(1).

(5)

The City Solicitor with the approval of the Mayor may in civil actions prosecute and adjust claims inuring to the city under the provisions of this section.

(Rev. Ords. 1976, § 13-18; Rev. Ords. 1989, § 11-12; Ord. No. 94-179. 2-22-1994; Ord. No. 96-146. 2-5-1996; Ord. No. 08-103. 1-22-2008)

State law references — Municipal authority to require removal of snow and ice. MGL c. 40. § 21, cls. (2) and (3); removal of snow and ice generally. MGL c. 85. § 5; appropriations for removal of snow and ice from private ways. MGL c. 40, § 6C.

## **Mendon**

Section 5. No person other than an employee in the service of the Commonwealth or any political subdivision thereof or an employee in the service of an independent contractor acting for the Commonwealth or any such subdivision shall pile, push or plow snow or ice into a State or Town Highway so as to impede the flow of traffic on such way. Whoever violates this section shall be punished by a fine of twenty-five dollars (\$25.00) for first offense, fifty dollars (\$50.00) for subsequent offenses.

## **Methuen**

Article V. Public Works and Ways.

Section 9-51. Snow and Ice Removal

No person, firm or corporation shall, individually or by their agents, servants or employees, place or deposit by sweeping, shoveling or the use of other manual or mechanical means, upon any public street or way dedicated to public travel in the City of Methuen, snow or ice, in any

form, which has accumulated on the premises of such person, firm or corporation; except that snow and ice, in any form, may be removed from the sidewalks adjacent to the premises of such person, firm or corporation and deposited in that part of such street or way nearest the curbing or outer edge of such sidewalk.

No person, firm or corporation, or their agents, servants or employees, shall, after snow has been deposited along the sidewalk of a public street or way dedicated to public use by snowplows or other snow removal equipment, of or under the control of the City of Methuen, remove the same, or any part thereof, from such portion of such street or way and deposit it in the traveled part of such street or way.

The penalty for violation of this ordinance shall be a fine of not less than Fifty Dollars (\$50.00), nor more than Two Hundred Dollars (\$200.00) per day for every day such person is in violation of such notice, commencing within the fourth day thereof.

If any provision of the within regulations or application thereof is held to be invalid, such invalidity shall not affect any provision of the regulations not specifically held to be invalid.

**Middleborough**

NONE

**Middlefield**

NONE

**Middleton**

NONE

**Milford**

Section 16 (Snow Removal) - Whoever shall suffer any snow or ice to remain on a concrete or curved sidewalk abutting on premises owned or occupied by him as a tenant, within the Town, for a period longer than twenty four hours after the snow or rain have ceased to fall, shall be punished by a fine not exceeding Ten Dollars.

Whoever, other than an employee or person in the service of the Commonwealth of Massachusetts or the Town of Milford shall direct, discharge, dump, shovel, pile, push, blow, plow or deposit snow, ice, or water under conditions where water would be subject to freezing onto or into any public way, including sidewalks or public property, or cause, direct, sanction or authorize any such activity involving snow, ice, or water on a public way or public property without the authorization of the Highway Surveyor, the Chief of Police or the Fire Chief shall be subject to a fine of One Hundred Dollars for each violation each calendar day.

**Millbury**

Section. 14-9 Snow Removal. No person shall move snow or ice from private property onto the traveled portion of a public way or sidewalk so as to impede or obstruct the use of such public way or sidewalk or so as to create a hazard or unsafe condition on such a public way or sidewalk. "Whoever violates this section shall be subject to a penalty of up to Three Hundred Dollars (\$300.00) per violation." (Bylaws, Art.36, 5-7-96)

**Millis**

#### 15. Snow/Ice on Public Places

No owner, tenant, occupant or agent in charge of an estate used wholly or in part for stores, offices or places of public resort shall place any snow or ice on a sidewalk on which such store, office or place of public resort abuts, nor suffer it to remain thereon for more than five hours between sunrise and sunset.

If snow or ice, through weather conditions, is evenly spread over a sidewalk and frozen thereto so as to be difficult for removal, it may remain until it can be more easily removed, if the sidewalk be kept in safe condition by sanding or otherwise. No person other than a department of public works or school department employee or an independent contractor working for the town shall push, plow, deposit, throw, or pile snow or ice onto any public way, public property, public easement, or public sidewalk. (5/12/03)

#### **Millville**

##### § 85-5

Removal of snow from sidewalks.

All abutters of granolithic and concrete sidewalks within the limits of the Town shall remove snow from such granolithic or concrete sidewalks within 24 hours after the termination of each snowstorm.

#### **Milton**

Section 4. No person shall throw or place or cause to be thrown or placed, any ice or snow into or upon any public way in such a manner as to obstruct traffic or endanger travel upon the public way.

#### **Monroe**

NONE

#### **Monson**

##### ARTICLE 32-NO SNOW/DEBRIS DEPOSITED IN, ON OR ACROSS PUBLIC WAY:

No person, other than an employee or other person in the service of the Commonwealth of Massachusetts or the Town of Monson shall direct, discharge, dump, shovel, pile, push, blow, plow or deposit snow, ice, water under conditions where water would be subject to freezing, leaves, debris or any other matter onto, into or across any public way, including sidewalks or public property, or cause, direct, sanction or authorize any such activity involving snow, ice, water leaves, debris or any other matter onto a public way or public property.

##### Penalty:

In addition to any other legal remedies that may be available, whoever violates any provision of this by-law, the violation of which is subject to specific penalty, may be penalized by non-criminal disposition as provided in Massachusetts General Laws, Chapter 40, Section 21D as amended in accordance with the penalty and fine schedule established in the Town of Monson by-law.

#### **Montague**

Section 17a: The Selectmen shall cause snow and ice to be removed from the sidewalks abutting all Town property. Such sidewalks shall be sanded for reasonable safe passage by pedestrians.

Section 17b: The owner of any estate abutting upon any way within the Town where there is a sidewalk shall within twenty-four hours after ceasing to fall or form, or the accumulation of any other cause, of any snow, ice or sleet upon said sidewalk, cause the same to be removed therefrom, and if the same cannot be wholly removed shall sprinkle thereon sand or other substance so that such sidewalk shall be safe for travel.

Section 17c: No person shall remove or cause to be removed snow or ice from any privately owned premises and deposit it on any way, sidewalk or public parking place.

**Monterey**

NONE

**Montgomery**

NONE

**Mount Washington**

NONE

**Nahant**

NONE

**Nantucket**

NONE

**Natick**

Section 18 Snow Removal

a. Any person leaving a vehicle so as to obstruct snow removal operations shall be subject to a fine of \$50.00.

b. No person shall plow snow into any public way after it has been plowed.

**Needham**

2.2.5.1.5 Removal of Snow and Ice. The Director of Public works may, for the purpose of removing or plowing snow, or removing ice from any way, remove, or cause, to be removed to some convenient place, including a public garage, any vehicle interfering with such work, and impose liability for the cost of such removal and of resulting storage charges, if any, upon the owner of such vehicle.

3.1.8 Snow and Ice on Sidewalks.

3.1.8.1 Commercial Property. Any owner, tenant, occupant or agent in charge of property used wholly or in part for stores, offices, or other public place who places any snow or ice on a sidewalk or a street on which such store, office or public place abuts, or allows snow and ice to remain on such sidewalk for more than five hours between sunrise and sunset, shall forfeit not more than fifty dollars (\$50.00) for each offense. If, through weather conditions the snow and ice is evenly spread over a sidewalk and frozen and therefore difficult to remove, it may remain until it can more easily be removed. While the snow and ice remain, however, the sidewalk must be kept in safe condition by sanding or otherwise.

3.1.8.2 All Other Property. Any person who places any snow or ice on a sidewalk or a street, shall forfeit not more than fifty dollars (\$50.00) for each offense.

### **New Ashford**

#### Chapter IX Streets and Highways

Section 4. No person, unless he/she is the holder of a permit issued by the Board of Selectmen of these By-laws, and except in accordance with the terms and conditions of such permit, shall place an obstruction in any street or on any sidewalk within the Town and allow it to remain there, or allow shrubbery to overhang roadways so as to impede free passage of pedestrians and snow removal equipment.

Section 5. No person traveling on a street within the Town shall break or injure the surface thereof by the use of brakes, chains or other mechanism so applied to the wheels of any vehicle under his/her control as to cause said wheels to slide, slip or coast on said way.

Section 7. No person, other than an employee in the service of the Town, shall pile, push or plow snow onto a Town way so as to impede the flow of traffic on such way.

Section 9. Any vehicle on a public way that interferes with the work of removing or plowing snow or removing ice therefrom may be removed with Massachusetts State Police approval to a convenient place and stored by or under the direction of the Director of Public Works or his/her designee. The Director of Public Works shall forthwith notify the Massachusetts State Police of any such vehicle and of the place to which it has been removed and stored.

#### Chapter XII Parking

Section 1. No person shall allow, permit or suffer any vehicle registered in his/her name, other than one acting in an emergency, to be parked on any street for a period of time no longer than one (1) hour between the hours of 11 p.m. and 6 a.m. of any day from November 1 through April 1, or any other time the Road Commissioner deems appropriate for snow removal. Any vehicle parked on a public way which interferes with the work of removing snow or ice may be removed at the owner's expense as determined by the Road Commissioner or his/her designee.

### **New Bedford**

Sec. 22-15. - Snow and ice—Removal from sidewalks; required.

Every owner or occupant of a building or lot of land abutting upon a sidewalk in any street or public place in the city shall cause the snow to be removed from such sidewalk within a reasonable time after such snow has ceased to fall; except that under unusual or extraordinary circumstances a reasonable time shall be held to be as follows: If snow falls in the day time, it shall be removed from the sidewalk within four (4) hours from time it shall have ceased falling; if in the night time, it shall be removed on or before 11:00 in the forenoon next succeeding. The provisions of this section shall apply to snow falling from any building or accumulating upon such sidewalk from any other cause.

No person shall remove snow or ice from any sidewalk, street or private property and cause it to be placed onto a sidewalk, which abuts another property or onto another person's property without the express permission of the respective property owner.

Any violation of this section shall result in a fine of fifty dollars (\$50.00).

The primary enforcement of this section regarding snow placed on private property shall be with the department of inspectional services and primary enforcement of this section regarding snow placed on public property shall be with the department of public infrastructure. Both departments however are authorized to enforce all provisions of this section.

**New Braintree**

NONE

**New Marlborough**

NONE

**New Salem**

NONE

**Newbury**

NONE

**Newburyport**

Sec. 12-52. - Removal of snow from sidewalks.

(a)

The tenant or occupant, and in case there shall be no tenant or occupant, the owner or any person having the care of any building or lot of land bordering on any street, lane, court, square or public place, within the city, where there is a sidewalk, shall cause all snow that may be on such sidewalk to be removed therefrom within six (6) hours after the snow ceases to fall if it ceases to fall in the daytime and before 12:00 noon if it ceases to fall in the nighttime. The provisions of this section shall apply to snow which falls from buildings as well as to that which falls from the clouds.

(b)

Each such offense shall be punishable by a fine of fifty dollars (\$50.00). Violations of this section may be enforced by any police officer, the health director, or his designees.

(Code 1971, § 23-39; Ord. of 2-12-90; Ord. of 11-28-05(2))

State Law reference— Removal of snow and ice, penalty M.G.L.A. c. 85, §§ 5—7.

**Newton**

Sec. 26-8. Removal of snow and ice from sidewalks in certain districts.

Every owner or occupant of a building or lot of land abutting upon a sidewalk which is within a business, mixed use or manufacturing district, as defined by chapter 30, and every owner or occupant of a building or lot of land situated in any other district and which is used for a commercial or institutional purpose or contains more than four residential dwelling units, whether or not such uses are nonconforming uses under the provisions of such chapter, which building or lot of land abuts upon a sidewalk, shall cause any snow to be removed from the sidewalk and any ice on the sidewalk to be removed, sanded or salted within twelve (12) hours after such snow has ceased to fall or such ice has come to be formed. The preceding provision shall apply to snow and ice on accessible curb ramps in the sidewalk, and shall apply to snow and ice which falls from buildings, other structures, trees or bushes as well as to that which falls from clouds. (Rev. Ords. 1973, § 19-8; Ord. No. T-127, 3-4-91; Ord. No. T-165, 8-12-

91; Ord. No. U-3, 2-22-94; Or. No. A-98, 12-19-16)

State law references—Removal of snow from sidewalks, G.L. c. 85, § 5; G.L. c. 40, § 21(2), (3), (4)

Sec. 26-8A. City snow clearing—Clearing of sidewalks used as school routes. The commissioner of public works shall clear snow from certain city sidewalks including portions of both school pedestrian routes and specific arterial and collector roadways, subject to appropriation and the availability of city personnel and equipment. The commissioner, after consultation with the superintendent of schools, chief of police and other appropriate city personnel, shall determine the total number of miles of city sidewalks to be cleared for the purposes of this ordinance based on the availability of personnel, vehicles and funding. Each year during the month of November, the commissioner shall publish a list of said sidewalk snow clearing routes. Said list shall include the street names and, where appropriate, the names of intersecting streets up to which the sidewalks will be cleared. The commissioner shall send a copy of said list to the chief of police and the superintendent of schools. (Ord. No. U-23, 7-11-94)

Sec. 26-8D. Trial program for removal of snow and ice from sidewalks.

In order to allow for safe pedestrian and wheelchair passage, every owner or occupant of a building or lot of land abutting upon a paved sidewalk or any person having charge of such property shall use reasonable efforts to remove snow and ice from the sidewalk and accessible curb ramps, and shall use reasonable efforts to treat said sidewalk and ramps to allow for a safe passageway of approximately thirty-six (36) inches in width, provided that where such sidewalk is less than thirty-six (36) inches in width the passageway shall encompass its entire width and accessible curb ramps. Snow and ice shall be removed, and sidewalks and ramps shall be treated, within thirty (30) hours after such snow has ceased to fall or such ice has formed. This section shall apply to snow and ice which falls from buildings, other structures, trees or bushes, as well as to that which falls from clouds. This section shall not apply to owners or occupants of a building or lot covered by Section 26-8. The mayor or his designee is authorized to coordinate volunteer snow clearing assistance or to grant an exemption, renewable annually, for citizens who upon written petition demonstrate hardship due to a combination of health and financial duress. The provisions of this section shall take effect on November 1, 2011 and shall expire on November 1, 2017 unless terminated earlier or renewed or modified by the board of aldermen. During this trial period, enforcement shall be limited to issuance of notices of non-compliance for violations of any provision of this section. (Ord. No. Z-83, 3-21-11, Ord. No. A-8, 01-22-13; Ord. No. A-49, 12-01-14; Ord. No. A-67, 11-16-15; ord. No. A-88, 11-07-16; Ord. No. A-98, 12-19-16)

## **Norfolk**

### **SECTION 38. Placing Snow, Ice and Water on Public Property**

No person, other than an employee or other person in the service of the Commonwealth of Massachusetts or the Town of Norfolk shall direct, discharge, dump, shovel, pile, push, blow, plow or deposit snow, ice, or water under conditions where water would be subject to freezing onto, into or across any public way, including sidewalks or public property, or cause, direct, sanction or authorize any such activity involving snow, ice, or water on a public way or public property> Violations of this section shall be subject to a fine of one hundred dollars (\$100) for each violation.(5/8/2011)

NOTE: While bylaws don't indicate homeowner's responsibility, this states that it is...

[http://www.virtualnorfolk.org/public\\_documents/norfolkma\\_highway/snow\\_ice\\_operations\\_brochure.pdf](http://www.virtualnorfolk.org/public_documents/norfolkma_highway/snow_ice_operations_brochure.pdf)

### **North Adams**

#### **Sec. 21-12**

##### **Snow and ice removal from sidewalks.**

Whenever any snow shall fall or ice shall fall or accumulate or be collected or deposited upon any sidewalk, any tenant or occupant or the owner or person having charge of the land abutting upon such sidewalk, shall cause the same to be removed therefrom within 12 hours.

Whenever any sidewalk shall be encumbered with snow or ice contrary to the provisions of this section, the chief of police shall notify any tenant or the owner or person having the care of the land abutting thereon, to cause such sidewalk to be made safe and convenient for travel by removing the snow, and as far as practicable the ice therefrom, within six hours from the time of receiving such notice.

### **North Andover**

#### **161-2 Snow and Ice Removal.**

No snow or ice shall be deposited upon any portion of a way open to public travel for the safe maintenance of which the town is responsible, except by town employees acting in the proper performance of their duties. This provision shall not prohibit an occupant of premises abutting upon such a way from clearing snow or ice from a sidewalk in front of such premises, or from that part of any driveway or other means of access from such premises to the way, provided that such clearing does not result in a narrowing of the traveled portion of the way as defined by prior snow removal procedures performed by town employees.

### **North Attleborough**

#### **Sidewalks**

Residents are responsible for the removal of snow/ice on sidewalks in front of their property. Sidewalks along selected routes that are on main roadways which provide ways of access for school children and the downtown area will be plowed by the DPW. Your assistance is imperative in making our sidewalks safe by ensuring that snow is cleared from the sidewalk in front of your property

### **North Brookfield**

Section 2. No person shall sweep or throw or place any rubbish, shells, paper, or other refuse upon, or plow snow onto, any street or sidewalk in the town. Section amended at Special Town Meeting December 5, 2003

Approved by Attorney General January 6, 2004

### **North Reading**

#### **§ 158-9**

Snow removal on streets and sidewalks. [1]

[Added 10-7-2002 OTM by Art. 3, approved 12-30-2002]

A.

The tenant or occupant, and in case there is no tenant or occupant, the owner or any other person having the care of any building or lot of land which is used for non-residential purposes abutting upon any street or public place within the Town where there is a sidewalk, shall clear sidewalks of snow and ice [within 24 hours after the snow ceases to fall]. If the sidewalk

becomes covered with ice that cannot be readily removed, the tenant, occupant, or owner shall place sand, ash, salt or similar materials on the sidewalk so as to render it safe for pedestrians. Failure to comply with the requirements of this section may result in the Town causing the snow and ice to be removed, and the costs of such removal, if not paid by the tenant, occupant, or other person within thirty (30) days of the issuance of a statement therefor by the Town, shall be assessed and collected in accordance with the provisions of General Laws Chapter 80. The foregoing shall not limit the remedies set forth in Subsection D.

[Amended 10-5-2015 OTM by Art. 19, approved 1-14-2016]

B.

The owner, or any other person having the care of any non-residential building abutting upon or any part of which stands within fifteen (15) feet of the line of any street, the roof of which building pitches or slopes toward the street or sidewalk, shall fit or provide such roof with snow barriers or guards sufficient to prevent the sliding of snow and ice from such building onto any part of the street or sidewalk. Failure to comply with the requirements of this section may result in the Town causing the snow and ice to be removed from the public sidewalks, and the costs of such removal, if not paid by the tenant, occupant, or other person within thirty (30) days of the issuance of a statement therefor by the Town, shall be assessed and collected in accordance with the provisions of General Laws Chapter 80. The foregoing shall not limit the remedies set forth in Subsection D.

[Amended 10-5-2015 OTM by Art. 19, approved 1-14-2016]

C.

No person shall lay, throw or place or cause to be placed any snow or ice on any portion of any street or sidewalk within the town, which has been cleared or plowed for travel. No snow shall be plowed across any public way by any private plow to deposit snow from one property to another. No snow shall be deposited in such a way as to obstruct the operation of any fire hydrant, including Fire Department connections to buildings, cisterns and dry hydrants. This provision shall be in addition to the provisions of § 158-6.

D.

This bylaw shall be enforceable through the non-criminal disposition provided for in § 1-5. The penalty for violation shall be: first offense: warning, second offense: \$50.00, third offense: \$100.00. Each day or portion thereof during which a violation continues shall constitute a separate offense. The North Reading Police Department shall be authorized to enforce this bylaw.

E.

To the extent that any particular provision of this bylaw is determined to be invalid, such invalidation shall not affect the validity of any other provision.[2]

[2]

Editor's Note: Former § 158-10, Utility poles, added 4-4-2002 ATM by Art. 8, approved 6-11-2002, which immediately followed this section, was repealed 4-3-2006 ATM by Art. 26, approved 6-27-2006.

[1]

Editor's Note: Former § 158-9, Unaccepted streets, adequate access, adopted 4-2-2001 ATM by Art. 20, was approved by the Attorney General 8-21-2001 as a Zoning Bylaw. At the 4-4-2002 ATM the Town voted to relocate the text to Ch. 200, Zoning. See now § 200-100.

## **Northampton**

### **§ 285-17**

Removal of snow and ice from sidewalks.

[Amended 7-15-1999; 12-4-2014; 4-2-2015]

A.

The owner responsible for a building, structure or lot of land bordering on any street, lane, court, square or public place within the City where there is a sidewalk, including any curb ramp/cut, shall, after snow has ceased to fall thereupon or whenever snow shall have collected or deposited upon any such sidewalk, within 24 hours, remove the same or cause the same to be removed from such sidewalk; and also remove or cause to be removed from such sidewalk, or cover or cause to be covered with sand or some other suitable substance, within 24 hours after it has formed or appeared, any ice with which the same may be encumbered, in such a way as to render such sidewalk safe and convenient for travel, to the full width. For property located in the Central Business District or in areas of Florence zoned General Business as delineated on the Northampton Zoning Map, the above requirements must be met within 24 hours or by 9:00 a.m. on the next business day, whichever is sooner. If a person is found to be violating the provisions of this section, it shall be the duty of the Chief of Police, or his/her designee, the Director of Public Works, or his/her designee, or Parking Enforcement Officers, to assess a fine to any such person in accordance with the fine schedule set forth in Chapter 40, Enforcement, § 40-5. Each twenty-four-hour period a violation of Subsection A or B exists shall be considered to constitute a separate offense.

B.

No person shall place, deposit, or move ice or snow onto the paved surface of a street, or onto a gravel shoulder area, if any.

C.

Upon neglect of or violation of the duties imposed by the provisions of Subsections A and B of § 285-17, such duties may be performed by the Director of Public Works or his/her designee at the expense of the person(s) or entities liable to perform those duties. Assessment of costs under this subsection shall not preclude any party from being fined under § 40-5.

### **Northborough**

2-44-100 Snow and ice removal from sidewalks The owner or person having care of any property abutting on any sidewalk shall, within six (6) hours after any accumulation of snow cause the same to be removed therefrom and shall, if such sidewalk becomes icy or otherwise slippery, cause the same to be covered with sand or other suitable substance.

### **Northbridge**

§ 6-117 No person shall move snow or ice from private property to any street or sidewalk or move snow or ice from any street or sidewalk to some other place on said street or sidewalk without a written permit from the Director of Public Works.

### **Northfield**

#### **Snow/Ice Removal on Sidewalks**

Snow and ice shall be removed from sidewalks within the boundaries of the Town of Northfield on the streets named as follows – Main Street, Holton Street, Parker Avenue, Highland Avenue, and Mt. Hermon Station Road, from W. Northfield Road north to the Vermont line – by the owner of land abutting upon said named streets within forty-eight (48) hours following the cessation of a snow/ice storm, by mechanical or other means.

### **Norton**

NONE

### **Norwell**

NONE

### **Norwood**

Massachusetts General Law Chapter 40 Section 21 allows cities and towns to adopt ordinances that require property owners to keep the sidewalk in front of their property free of snow and ice. Norwood does not have an ordinance that stringent.

We do have an ordinance in the Town Bylaws, Article XII, Section 26, which requires any business or commercial enterprise to clear snow from the sidewalk in front of their property within 6 hours of daylight after any snow has ceased to fall. This ordinance is rarely enforced.

Public Works does clear snow from 31 miles of sidewalks in Town. These sidewalk routes were established by a joint effort between the Public Works, Police Department and School Department. It generally focus's on areas around schools, Norwood Center and Washington Street through South Norwood. While having Public Works plow all sidewalks may sound ideal, manpower and financial restraints prohibit that from occurring.

### **Oak Bluffs**

Chapter XXI MISCELLANEOUS

B. Sidewalk, Curb-lines, Alleys

All owners of commercial property, or their tenants shall be responsible for the cleaning of sidewalks, curb lines, and alleys, which form the boundary lines of their property. All sidewalks and curb lines shall be kept clear of sand, litter, garbage, trash and hazardous materials. In addition, all sidewalks and curb lines shall be cleared of snow and ice within twenty-four (24) hours of the end of a snowfall. Alleyways between buildings shall be kept clear of all litter, trash, garbage, and/or hazardous materials except that which is properly contained in a metal trash container and awaiting pick-up by a municipal or commercial refuse disposal service.

Commercial property owners shall assign a responsible agent to comply with this by-law when they are absent from their property. Any and all violations of this by-law shall be subject to a Twenty-five Dollar (\$25.) fine for each day of violation.

### **Oakham**

CHAPTER XXII / 22 SNOW PLOWING

22.1 No person other than an employee in the service of the Commonwealth of Massachusetts or the Town of Oakham, or an employee in the service of an independent contractor acting for the Commonwealth or the Town, shall pile, push or plow snow or ice onto any public way, sidewalk or crosswalk so as to impede the flow of pedestrian or vehicular traffic on such way, sidewalk or crosswalk. Whoever violates this Section shall be punished by a fine of not more than one hundred dollars.

Adopted by unanimous vote at Annual Town Meeting, June 18, 2008. Approved by Attorney General Thomas F. Reilly, August 18, 2008.

### **Orange**

§ 175-8

Property owner's duty to remove.

The owner or tenant of any real estate abutting upon any sidewalk, now in use within the Town,

shall cause the same to be cleared of snow, ice or sleet within 24 hours after the ceasing to fall or accumulation of snow, ice or sleet from any other cause, and if the same cannot wholly be removed, shall cause sand or other suitable substance to be spread thereon so that sidewalks will be safe for travel.

**Orleans**

NONE

**Otis**

NONE

**Oxford**

7/19/11 Section 14. No person or entity shall shovel, throw, plow, discharge or otherwise move or place snow into or onto any portion of the Town's streets or sidewalks. Notwithstanding the foregoing, this section shall not apply to owners or lawful occupants of residential premises placing snow and ice on the sidewalk areas immediately adjacent to the driveway opening serving such premises provided that a minimum thirty-six (36) inch wide pathway along the sidewalk is provided for passage within twenty-four (24) hours of snow fall. In any one winter period (November through April) a first violation of this Section 14 shall be subject to a written warning, a second violation will be subject to a Twenty-five Dollar (\$25.00) fine and any subsequent violation will be subject to a Fifty Dollar (\$50.00) fine and shall be enforced by the Superintendent of Streets or his designee who is authorized to enforce this Section 14 under the non-criminal disposition provision of G.L. c. 40, § 21D.

**Palmer**

NONE

**Paxton**

NONE

**Peabody**

Sec. 27-72. - When snow to be removed on sidewalks adjoining certain streets.

The tenant or occupant and the owner of any building or lot of land adjoining Peabody Square or adjoining any of the streets named in section 27-71, where there is a sidewalk, shall cause all snow on such sidewalk to be removed therefrom within four hours after the snow ceases to fall if it ceases to fall in the daytime, and before 10:00 a.m. the following morning, if it ceases to fall in the nighttime.

**Pelham**

NONE

**Pembroke**

SECTION 17 – Interference with Streets and Ways No person shall throw, rake, blow or place leaves sticks, grass, or dirt onto any street or way. No person shall plow, shovel, or blow snow or any other matter onto any street or way where it may create a hazardous traffic condition. A violation of this by-law may be enforced pursuant to the noncriminal disposition process set forth in G.L. c. 40, § 21D and subject to the penalties set forth in Section XXVIII of these By-laws.

Alternatively, this by-law may be enforced pursuant to G. L. c. 40 §, 31 and upon written notice by an enforcing officer, the offender shall remove the leaves, debris, snow or other matter that they have caused to be placed in the street. Upon failure of the offender to comply with the notice to remove, the Town may remove the leaves, debris, snow or other matter placed in the street or way and recover expense of such removal from the offender.

### **Pepperell**

No person, other than an employee of the Town of Pepperell acting in an official capacity, shall direct, discharge, dump, plow, blow, shovel, or deposit snow, ice, or water subject to freezing onto, into, or across any public way (including sidewalks), or cause, direct, sanction, or authorize any such activity involving snow, ice, or water on a public way (including sidewalks). Violation of this By-law shall be punished by a fine of \$25 for the first offense, and \$50 for each subsequent offense. Enforcement authority for the By-law shall rest with the Highway Superintendent and the Pepperell Police Department.

### **Peru**

NONE

### **Petersham**

NONE

### **Phillipston**

Section 3. No person shall throw, or put, or cause to be thrown or put, any snow or ice or any other debris from any privately owned property into any Public Way. Whoever violates this By-Law shall be punished by a fine of Fifty (\$50) Dollars for each offense.

Enacted 5/9/88 Amended 5/8/92

### **Pittsfield**

Sec. 20-21

Removal, etc., of snow and ice from sidewalks—Duty of occupant, etc., of abutting property to remove, etc.; Chief of Police, or his or her designee, to prosecute violators.

[R. O. 1947, ch. 24, § 33; Ord. No. 746, § 1, 3-9-1994; Ord. No. 806, § I, 7-10-1996; Ord. No. 1044, § I, 7-13-2010]

The owner responsible for land or a building abutting a paved sidewalk, or the occupant therein, shall, after snow has ceased to fall thereupon or whenever snow shall have collected or deposited upon any such sidewalk, within 24 hours, remove the same or cause the same to be removed from such sidewalk; and also remove or cause to be removed from such sidewalk, or cover or cause to be covered with sand or some other suitable substance, within 24 hours after it has formed or appeared, any ice with which the same may be encumbered, in such way as to render such sidewalk safe and convenient for travel, to a width of 36 inches. In the event that the sidewalk has a width of less than 36 inches, the owner may only remove snow to the width of the sidewalk. If a person is found to be violating the provisions of this section, it shall be the duty of the Chief of Police, or his or her designee, the Director of Public Health, or his or her designee, and the Building Commissioner or his or her designee, to assess a fine to any such person in accordance with the fine schedule set forth in Chapter 4 1/2 entitled "Noncriminal and Criminal Enforcement," § 4 1/2-2.

### **Plainfield**

NONE

### **Plainville**

#### **§ 398-12**

Protection from snow and ice.

No owner or person having care of a building abutting upon any curbed or finished sidewalk, the roof of which building slants towards such sidewalk, shall permit such building to be without a barrier, snow guard or other device to prevent the falling of snow or ice from such roof to the sidewalk, nor shall the owner or such persons having the care of such buildings, permit water to discharge on any sidewalk from such building in such a manner as to flow over the sidewalk.

### **Plymouth**

**A.** The owner or his or her agent having charge of any building or lot of land bordering on any street or public place within one mile from the shoreline from Jabez Corner to the Kingston line, where there is any improved sidewalk in front of the same, shall, after the ceasing to fall of any snow, within 24 hours, cause a passable path or track to be cleared, made or beaten through the snow, and wherever within said limits there may be a paved sidewalk, the same shall be cleared within six hours of daylight after the ceasing to fall of any snow, so that not more than one inch of ice or snow remains thereon.

**C.** The Selectmen may, from time to time, for periods of not more than one year, grant, in writing, exemptions from the operation of this section for such places as they may think proper.

### **Plympton**

#### **Snow Removal Policy**

During snow and ice storms residents are asked to not park their vehicles on roadways. Vehicles that interfere with plowing and sanding operations will be towed at the owner's expense. No one is allowed to shovel snow-blow or plow snow or ice onto a roadway in such a way that it impedes traffic. The Town of Plympton is not responsible for damaged mailboxes, fences, stonewalls, trees, shrubs, driveway aprons, planters or barrels located within the Town layout.

### **Princeton**

SECTION 4. Snow Removal: No person other than an employee in the service of the Town or any employee in the service of an independent contractor acting for the Town shall pile, push or plow snow or ice onto a public way of the Town so as to impede the flow of traffic on such way. Whoever violates this section shall be punished by a fine of not more than one hundred and fifty dollars (\$150.00).

(Adopted at the Special Town Meeting, June 22, 1987).

### **Provincetown**

### **Quincy**

<https://www.quincyma.gov/civicax/filebank/blobdload.aspx?BlobID=22915>

From Good Neighbor Handbook, page 2:

Snow removal from Sidewalks:

The tenant, occupant, and, in case there shall be no tenant, the owner of any store bordering on any sidewalk, shall, after the fall of any snow, if in the daytime within five hours, and if in the nighttime before 1pm of the succeeding day, remove the snow.

From map:

Residents are strongly encouraged to shovel in front of their buildings. The town focuses on the sidewalks leading to schools, business, and MBTA stops.

#### **12.08.140 - Snow removal from sidewalks—Responsibility for—Time limits.**

The tenant, occupant, and, in case there shall be no tenant, the owner of any store bordering on any sidewalk, shall, after the ceasing to fall of any snow, if in the daytime within five hours, and if in the nighttime before one p.m. of the succeeding day, cause the same to be removed therefrom.

#### **Randolph**

Only zoning by laws on line.

Map says:

The town clears sidewalks on main roads, but not in industrial parks.

Homeowner is required to clear sidewalk 24 hours after snowfall or precipitation stops

#### **Raynham**

### **Snow & Ice Removal**

**Residents can help the Town during a snowstorm by observing the following guidelines and bylaws:**

1. If snow is called for, please do not park on the street. [Parking is prohibited upon the streets of the Town of Raynham at times when a snowstorm occurs.](#)
2. Remain off the streets during snow storms unless absolutely necessary. If you must drive during a snow storm, drive slowly and carefully.
3. Do not allow children to play in the snow near the edge of roads, or sled into the roadway.
4. Do not push snow into/across roads or sidewalks. [Depositing snow on a Town roadway or sidewalk is prohibited and violators will be fined.](#)

#### **Sidewalks**

Following snowplow operations on our streets, sidewalk plowing in the school zones will begin. Sidewalks in residential subdivisions will not be plowed at all by the Town, regardless of the amount of snow on the sidewalk.

#### **2/40 Depositing Snow on Town Roadway**

No person other than an employee in the service of the Town, or an employee in the service of an independent contractor acting for the Town, shall pile, push or plow snow or ice onto or

across a Town roadway or sidewalk so as to impede or obstruct the flow of pedestrian or vehicular traffic on such town roadway or sidewalk.

### **Violations and Penalties; Enforcement**

- Any person who violates the provisions of this by-law shall be subject to a penalty of \$25.00 for the first offense, and \$50.00 for the second and each subsequent offense.
- This by-law shall be enforced and administered pursuant to the provision of M.G.L. c40, sec. 21D for the use of non-criminal dispositions of violations. The persons who are empowered to enforce the provisions of this by-law are Town of Raynham Highway Superintendent and his agents and Town of Raynham police officers. (Adopted May 18, 2009, Special Town Meeting)

### **Reading**

NONE

### **Rehoboth**

NONE

### **Revere**

- **12.04.350 - snow and ice removal —Sidewalks and footways.\***

### **modified**

A.

The tenant, occupant and, in case there is no tenant or occupant, the owner, agent or person having care of any building or lot of land bordering on any highway, street, lane, court, square or public place within any commercial zoning district in the city where there is any footway or sidewalk duly established, shall cause all the snow to be removed from such footway or sidewalk in front of such premises within twenty-four hours of the time it ceased to fall. The foregoing shall also apply to snow which falls from buildings.

In any declared snow emergency, the DPW superintendent and the director of inspectional services, shall have discretion to expand the requirements of this section to any other zoning district of the city, including residential districts.

B.

Whenever any sidewalk or footway abutting on any building or lot of land shall be encumbered with ice, the occupant, owner, agent or person having charge of such building or lot shall remove the ice therefrom, or so cover it that it shall be safe and convenient for travel.

C.

No person shall throw or place or permit to be thrown or placed, any snow or ice on any footway or sidewalk duly established, or on any sidewalk or street except as directed by the superintendent of public works or his or her designees. No snow or ice shall be removed from private property and deposited on any footway or sidewalk duly established or on any sidewalk, public way or street to which the public has access.

D.

Whoever violates this section shall be punished by a fine of twenty-five dollars for the first offense, and fifty dollars for the second offense and one hundred dollars for the third and subsequent offense.

(C.O.05-342 §§ 1, 2, 4; C.O. 85-4 § 32; prior revision § 17-20)

\* See note following Section 12.04.360 below.

• **12.04.360 - snow and ice removal —Roofs sloping to street.\***

The tenant, occupant and, in case there is no tenant, the owner, agent or person having the care of any building adjoining any highway, street, lane, court, alley, square or public place within the city, where the roof of such building slopes towards such highway, street, lane, court, alley, square or public place, shall cause all the snow and ice to be removed from such roof within twenty-four hours after the same has fallen or formed.

(Prior revision § 17-21)

\* For the law of the Commonwealth as to the authority of the city to provide for ice and snow removal from sidewalks, see G.L. Ch. 40, § 21(3). See also G.L. Ch. 85, § 5 . Removal of snow and ice from roofs, see G.L. Ch. 40, § 21(2).

• **12.04.370 - snow and ice removal —Failure to comply.**

In case the owner, occupant, tenant or agent referred to in the two preceding sections shall neglect or fail to remove the snow and ice from the sidewalk or doorway adjoining his or her premises, or from the roof of the building on such premises, within the time allowed by Sections 12.04.350 and 12.04.360, the chief of the police department or DPW superintendent may notify such owner, occupant, tenant or agent of such failure or neglect and, if the snow or ice is not removed forthwith, the chief of the police department or DPW superintendent may cause the same to be removed at the expense of such owner, occupant, tenant or agent.

(C.O.05-342 § 3; prior revision § 17-22)

**Richmond**  
NONE

**Rochester**  
NONE

**Rockland**

§ 342-17**Removal of snow and ice from sidewalks; violations and penalties.**

[Amended 5-5-2008 ATM, Art. 37]

Owners or persons in control of property abutting on Union Street, between North Avenue and Union Square, shall keep the sidewalk in front of their premises clear of snow and ice; said work of cleaning the walk to be completed at least 24 hours after a storm in a manner satisfactory to the Highway Surveyor or Superintendent of the Streets. Each violation of this section shall be punishable by the fine set forth in MGL c. 85, § 5.

Map says:

Downtown businesses are asked to clear out the sidewalks in front of their buildings. The town clears out school routes first, then downtown routes.

### **Rockport**

**Section 6 Snow and Ice on Streets** No person shall cause snow or ice to be deposited on a street, sidewalk or gutter other than in line with and contiguous to snow and ice plowed by the Town. Property owners shall remove snow and ice from sidewalks on and adjacent to their property to the extent practicable.

#### **Time limit to clear snow:**

As soon as practical

#### **Fine for non-compliance:**

\$100 for the first offense, \$200 for the second offense, and \$300 for the third and subsequent offenses

### **Rowe**

NONE

### **Rowley**

NONE

### **Royalston**

NONE

### **Russell**

Article 8, section 3.

**Section 3.** Residents on property or owners of property, in front of which, between the property lines and the traveled way, there is a sidewalk constructed of concrete, brick, cement, stone, wood or other hard material upon streets or sections of streets designed by Selectmen under Town control, shall clear said walks of ice and snow within 24 hours after the snow ceases to fall. Should he said walks become covered with ice that cannot be readily removed, the said abutters or residents shall be required to place sand or ashes or other material thereon to render the walks safe for pedestrians. **A violator of this Section shall be fined ten (\$10.00) dollars. Each day's failure to comply with an order shall constitute a separate violation.**

### **Rutland**

NONE

### **Salem**

The removal of the snow and ice from sidewalks is greatly appreciated. This will help school children, the elderly, and the general public from having to walk in the street. The City of Salem clears designated sidewalks following each storm. It takes time to accomplish this task and it is only done after all the roads have been cleared. There are city ordinances requiring property owners to remove snow and ice from their bordering sidewalks within six hours after the snow ceases to fall or the city's snow emergency lights are turned off, whichever time is later. If the snow ceases to fall and the snow emergency lights are turned off in the nighttime, the snow shall be removed before 12:00 noon. If he/she neglects to do so, he/she shall be fined \$25 for 1st offense, \$75 for 2nd offense and \$100 for 3rd and subsequent offenses.

### **Salisbury**

Sidewalk Clearing

Whenever there is a snowstorm of 3" or greater, the Town of Salisbury will plow approximately 3 miles of sidewalk located in the center of town, Broadway Mall (beach center) and the Elementary School.

Residents are strongly encouraged to shovel the walks adjacent to their property to ensure safe pedestrian passage. The best way to encourage neighbors to shovel their walks is to set an example by shoveling one's own.

**Sandisfield**

NONE

**Sandwich**

NONE

**Saugus**

NONE

**Savoy**

NONE

**Scituate**

NONE

**Seekonk**

NONE

**Sharon**

**SECTION 1.** No person shall place or permit, or cause to be placed, snow or ice, from any driveway, parking area or other private property, upon any public street, sidewalk or bridge, such that a public safety hazard is created. Snow removed from any sidewalk may be placed on the adjoining gutter. This section shall not apply to any town snow removal operations.

**SECTION 2.** Penalty for violation of this By-law shall be fifty dollars (\$50) for each offense.

**Sidewalks**

The Town of Sharon provides some sidewalk clearing generally in the downtown area and on walking routes to Town schools only. The Town does not clear all sidewalks in residential neighborhoods.

**Sheffield**

NONE

**Shelburne**

NONE

**Sherborn**

NONE

**Shirley**

[http://www.shirley-ma.gov/Pages/ShirleyMA\\_Clerk/general\\_town\\_bylaws.pdf](http://www.shirley-ma.gov/Pages/ShirleyMA_Clerk/general_town_bylaws.pdf)

Section 6 The tenant, occupant or owner of any estate abutting on any street, highway, or town way in the town, and where there now is, or hereafter may be, a sidewalk constructed of or covered with concrete, brick, cement, stone, or any other material than earth, turf, or gravel, shall remove or cause to be removed, within twelve hours after the ceasing to fall, form, or drift thereon, all snow, sleet, or ice. Said sidewalks shall be maintained safe and convenient to public pedestrian travel by said tenant, occupant or owner by sprinkling or causing to be sprinkled thereon sand, salt, or other suitable substances. (For penalty see Section 3, of Article XII) [Amended by Article 7 of April 7, 2008 STM]

### **Shrewsbury**

NONE

### **Shutesbury**

NONE

### **Somerset**

map says residents are required to clear snow, with no time limit and no penalty, but this is not referenced in other town documents.

### **Somerville**

#### **General Snow Removal Information**

**Please note:** Some regulations have changed for this year, and appear in **red** below.

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Updated information can always be found on this page and in the following locations:

- [www.facebook.com/SomervilleCity](http://www.facebook.com/SomervilleCity)
- [www.facebook.com/311Somerville](http://www.facebook.com/311Somerville)
- Twitter: @SomervilleCity; @311Somerville

**Residents are advised to read the snow removal and snow emergency policies below carefully.**

The responsibility for keeping the community safe and our transportation network accessible during winter weather is shared by the City and its residents. The City works to maintain safe and accessible roads and walkways year round, but once snow falls, we need your cooperation. We urge you to do your part to follow the snow removal and snow emergency procedures detailed below. We ask you to do so for yourselves, your neighbors, individuals pushing strollers or using wheelchairs or other mobility devices, for school children, and for pedestrians. Doing your part is the neighborly thing to do, it's the law, and it will help you avoid a fine for non-compliance.

### **Snow Removal Policies**

The City of Somerville snow removal policies are designed to provide safe and accessible means of walking, driving, and accessing transit citywide, and will be enforced any time snow

covers the ground in any amount. *Note: Snow emergencies **may** be declared when four or more inches of snow are predicted.*

### **City Responsibilities**

The Somerville Department of Public Works and its contractors clear all 462 streets in Somerville, and they are responsible for clearing sidewalks abutting public property, walkways in municipal parks and open spaces, crosswalks, curb ramps and landings that provide access to push buttons at signalized crosswalks, and bus stops and paths to and from bus stops including crosswalks and accessible ramps throughout the City. Streets and walkways will be treated with salt or sand prior to or during snowfall as appropriate.

In larger snow events, our goal is always to plow snow as close **to the curb** as possible. While we do our absolute best to avoid plowing extra snow onto sidewalks and driveways in this process, sometimes it is unavoidable, particularly in a very densely populated community. Please know that any feedback you provide is taken very seriously and we communicate in real-time with our plow drivers and other staff to work to avoid similar situations in the future.

Roads will be plowed and walkways and sidewalks will be cleared as described in the “Snow Removal Policies.”

To ensure that we can plow as close to the curb as possible, City parking restrictions during snow emergencies will be strictly enforced (see “Snow Emergency Regulations”). Failure to comply with stated parking regulations will result in a \$100 fine and your vehicle will be towed at the vehicle owner’s expense, per Section 11-2 of the City’s Code of Ordinances. To ease parking demand, the City will make municipal and public school parking lots available to residents at no cost for the duration of a snow emergency (see Snow Emergency Regulations for restrictions and the list and map of snow emergency parking lots.)

### **Property Owners’ Responsibilities for Clearing Sidewalks**

- **What to clear:** Owners of any home and/or building abutting a public way are responsible for ensuring that the sidewalk and accessible ramps in front of their property, and extending to the corner if on a corner lot, are clear of ice and snow, in accordance with Section 12-8 of the City Code of Ordinances. For properties abutting sidewalks with curb cuts, ramps, or other access points, property owners are responsible for shoveling proper pathways for access.
- **How to clear sidewalks:** Per state ADA requirements and City ordinance, sidewalks **must** be shoveled to a **minimum of 42 inches wide** to allow wheelchair passage.
- **\*\*When to clear sidewalks:** The time frame in which residents/property owners have to shovel before getting a ticket has changed. The new policy is that sidewalks must be cleared within 6 daylight hours of the end of snowfall.
- **\*\*Enforcement/Ticketing:** Failure to comply with this ordinance will result in fines in accordance with Section 1-11, as noted below:
  - 1st offense: \$50.00
  - 2nd offense: \$100.00

- 3rd offense: \$200.00
- **\*\*Enforcement/Clean and Lien:** If sidewalks abutting private property remain uncleared after 24 daylight hours from the end of the snow emergency (or snowfall if no emergency was declared), the City will make every effort to dispatch crews or contractors to the address for snow and ice removal. This work shall be carried out in accordance with the priorities listed under “Plowing Procedures.” In order for the City to recover its costs for the clearance of such snow and ice from public sidewalks abutting private properties, additional fines will be assessed and charged via a lien placed on the property in question.
- **Reporting uncleared sidewalks:** City Inspectors regularly patrol the city following each snow event, tracking properties that do not comply with City Ordinances for snow and ice removal. These properties are documented within City databases, and violations are issued. Clean-and-lien activities will also ensue according to the procedures noted above. *Tip: However, if you notice any sidewalk, public access route, ramp, etc. that has not been cleared of snow and ice up to the minimum width of 42 inches, please contact 311 by calling 3-1-1, emailing [311Updates@somervillema.gov](mailto:311Updates@somervillema.gov), or reporting issues via Facebook ([www.facebook.com/311Somerville](https://www.facebook.com/311Somerville)) or Twitter (@311Somerville, @SomervilleCity). The City of Somerville maintains work orders and requests for these issues to help to track problem areas.*

**Do not shovel snow or ice onto the street, unless...**

Per Section 12-9 of the City Code of Ordinances, Residents/property owners may not shovel snow or ice into public streets unless all of the following conditions are met:

- The mean temperature for that day is above 40 degrees Fahrenheit (snow should be soft),
- It is during daylight hours,
- Snow or ice is broken up and spread evenly.

\*\* See shoveling information for additional information, helpful tips, and to volunteer for, or sign up for, our shoveling assistance program, which helps seniors and persons with disabilities.

**Snow Emergency Policies & Procedures**

A snow emergency **may** be declared whenever four or more inches of snow are *predicted*. City officials closely monitor storm forecasts through various means, and will use all available information to make an informed decision as swiftly as possible. Once a snow emergency has been declared residents will be notified via multiple lines of communication as outlined below. Vehicle owners will have four hours (unless otherwise noted) in which to move their vehicles as described in “Parking Information.”

A snow emergency will be lifted at the City’s discretion once snow has stopped. At that time, vehicles owners will have a two hour window (unless otherwise noted) to move their cars from municipal and school lots so that City crews may begin cleanup of those areas.

**Communication of a Snow Emergency**

The City of Somerville’s Communications Department will notify community members in the following ways:

## Massachusetts Local Bylaws, Ordinances and Policies on Sidewalk Snow Removal

- **Alerts:** Citywide alerts issued by phone, email, and/or text message to subscribed users. Community members are urged to subscribe to this system to receive updated information about these and other important messages from the City.
- **Cable TV:** Announcements via City Cable TV (Channel 22 for Comcast customers, Channel 13 for RCN customers) and Educational TV (Channel 15).
- **Local media:** Information is distributed to local and regional print, radio and TV news media for posting to their sites.
- **Social media:** Postings on City social media feeds, including:
  - **Facebook:** [www.facebook.com/SomervilleCity](http://www.facebook.com/SomervilleCity); [www.facebook.com/311Somerville](http://www.facebook.com/311Somerville)
  - **Twitter:** @SomervilleCity; @311Somerville
- **City website:** Alerts posted to the City website homepage at [www.somervillema.gov](http://www.somervillema.gov) and snow page at [www.somervillema.gov/snow](http://www.somervillema.gov/snow)
- **Flashing blue lights:** These lights have been placed at 22 key intersections in the City. When lit, a snow emergency is in effect.
- **Call 311** if you have questions.

### **Snow Emergency Parking Regulations**

#### **DURING SNOW EMERGENCIES:**

Because this winter begins on an even year (2016), when a snow emergency is in effect, **parking is allowed on the even-numbered side of the street ONLY**, unless the street has posted signage that states otherwise. Vehicles parked on the odd-numbered side of the street must either be moved to the even side, or to another location. Due to parking limitations in the City, municipal and school lots will be made available to residents during snow emergencies. The City maintains a list and map of available lots. Vehicles **MUST** be moved from the odd side within four hours after the snow emergency has been declared, or they will be ticketed and towed in accordance with XX.

It is important that vehicles be parked only on one side of the street as noted above to ensure plows can make all roads accessible and safe, particularly for emergency vehicles. Ticketing AND towing of vehicles parked on the even-numbered side of the road (or as otherwise posted) will commence four hours after the snow emergency is declared. Parking-related fines during snow emergencies include:

- **Failure to Move Car to Proper Side of Street:** \$100
- **Tow Zone / Obstructing Plow:** \$100 (imposed by towing company)
- **Parked within 10 feet of Fire Hydrant/Designated Fire Lane:** \$100
- **Parked within 20 feet of an Intersection** (state law): \$100

If your vehicle is towed during a snow emergency, you should contact **Pat's Towing** at **617-776-**

**5810.**

Municipal and school parking lots available to residents during snow emergencies are listed below. **NOTE: Once a snow emergency has been lifted, vehicles must be moved within TWO HOURS from City lots, regardless of posted signage.** Failure to do so may result in additional fines and towing. *It is best to use these lots ONLY if you will be able to move your car at any time with two hours notice.*

- Schools
  - Argenziano School (290 Washington St.)
  - Brown School (201 Willow Ave.)
  - Capuano Early Childhood Center (150 Glen St.)
  - Cummings School (42 Prescott St.)
  - Healey School (5 Meacham St.)
  - Kennedy School (5 Cherry St.)
  - West Somerville Neighborhood School (177 Powder House Blvd.)
  - Winter Hill Community School (115 Sycamore St.)
- Municipal Buildings
  - Central Library (79 Highland Ave.)
  - City Hall Concourse (93 Highland Ave.)
  - West Branch Library (40 College Ave.)
  - All metered municipal parking lots
- Municipal Parking Lots
  - Buena Vista Lot, Buena Vista Road (via Holland St. or Meacham Rd.)
  - Cutter Square Lot (Elm St./Summer St. at Cutter Ave.)
  - Day Street Lot (Day St.)
  - Foss Park Lot (Foss Park at Broadway)
  - Grove Street Lot A (Grove St. at Highland Ave., referred to as "Rite Aid Lot")
  - Grove Street Lot B (Grove St. east side, between Highland Ave. & Elm St., "Grove Street Lot")
  - Kiley Barrel Municipal Lot (Union Square)
  - Magoun Square Lot (Broadway at Medford St.)
  - Mount Vernon St. Lot (Broadway between Mount Vernon St. and Mt. Pleasant St.)
  - Prospect St. Lot (Prospect St. at Somerville Ave./Washington St.)
  - Union Square Lot (Off Washington St., entrance at Washington St./Bonner Ave.)
  - Veterans Memorial Skating Rink (rear - 581 Somerville Ave.)
  - Winter Hill Lot A (Broadway, north side between Fellsway West and Wheatland St.)
  - Winter Hill Lot B (Broadway, north side)

**AFTER SNOW EMERGENCIES:**

Permit parking enforcement resumes 24 hours after the snow emergency has been lifted. It is the responsibility of residents to clean off their vehicles and ensure the vehicle's Residential or Visitor parking permit is visible. Parking Control Officers are not authorized to remove snow from any vehicle. If the permit is not visible, the vehicle WILL be ticketed for a Permit Parking Violation.

City Ordinance normally restricts any vehicle from remaining in the same space on any street

for a period exceeding 48 hours. This rule is not in effect DURING a snow emergency. However, 48 hours after the snow emergency has been lifted, this violation will be strictly enforced on both the odd and even sides of the street. Failure to comply will result in the ticketing and potential towing of the vehicle.

**Residents may NOT put objects on the street to reserve parking spaces, per Section 12-18 of City Code of Ordinances.** Objects used to save parking spaces may be collected and disposed of.

### **Plowing Procedures**

All streets will be treated with salt or sand prior to or during snowfall as appropriate. During snow emergencies, plows will push snow as close **to the curb** as possible in order to assure proper clearance and safety for vehicles, particularly emergency vehicles. While we do our absolute best to avoid plowing extra snow onto sidewalks and driveways in this process, sometimes it is unavoidable, particularly in a very densely populated community, and we are truly sorry for those instances where it does happen. Please know that any feedback you provide is taken very seriously and we communicate in real-time with our plow drivers and other staff to work to avoid similar situations in the future.

Streets and public walkways will be plowed or cleared in the order as follows:

- Main roads, cross streets, bus routes
- “Hospital hills”
- Schools
- Public bus stops/ramps/bridges
- City Squares (including traffic islands)
- Side streets
- Public sidewalks abutting municipal property including schools
- Bus route sidewalks and crosswalks
- Public sidewalks abutting private properties. *The City of Somerville will assume property owners’ responsibilities for sidewalks abutting private properties if owners have failed to clear their walkways after no more than 24 daylight hours following the end of a snow event.*

During snow emergencies, our crews work around the clock to ensure our streets remain safe and accessible for all residents. Please note that many factors may contribute to some amounts of snow accumulating on your street before a plow can return to re-plow, particularly in storms with larger accumulations and/or with heavier snow. Requests received via social media and through 311 are tracked in real-time and communicated to the Department of Public Works. Requests are prioritized based on severity and emergencies first and foremost. However, we do our best to respond to each and every request as possible. If you would like to log a request or ask a question of our City crews, please **call 311**, or log onto one of our social media feeds.

### **South Hadley**

#### **Sidewalk Plowing**

The Selectboard has approved a list of sidewalks which the Town will maintain during snow/ice events. This list is to be reviewed and approved annually, and adjusted as necessary. A list of these sidewalks is kept in both machines used in plowing sidewalks (see attached list). Sidewalk plowing will be scheduled within 24 hours after the storm has passed. Additions and deletions to the list of plowed sidewalks can only be made per order of the

Selectboard. The sidewalks are plowed as soon as possible at the end of the storm. Residents are responsible for clearing their own driveways, etc. after the plows have passed. Any damage caused by sidewalk plows is dealt with by the DPW A.S.A.P. (usually in the Spring for items such as turf damage).

### **Southampton**

ARTICLE XVIII Sidewalk Clearing Property owners whose property abuts sidewalks in Southampton shall be required to clear such sidewalks of ice and snow during the winter month's hereafter. Such clearing of ice and snow to complete within twenty-four (24) hours after a storm. Each day shall be a separate violation, resulting in a fine of \$10.00 per day.

### **Southborough**

NONE

### **Southbridge**

#### **7-406 Owners/Agents of Property Abutting Sidewalks Required to Remove Snow**

No owner or agent of an owner of premises abutting upon brick, concrete or other curbed or other finished sidewalk shall place or suffer to remain for more than 12 hours upon cessation of the snow storm any snow upon such sidewalk. Snow must be cleared to a minimum width of 36". Any packed snow or ice must be melted, covered with sand, sawdust or ashes, to prevent slipping. Such snow or ice may be removed from the sidewalk to the street, provided, however, that the same is windrowed at the gutter at the time of removal. No owner or owner's agent of premises abutting on a public way shall allow any fire hydrant close to the property to be obstructed by snow. No owner or owner's agent shall place any snow or ice removed from private property on a public way. Each owner or agent of premises in which he/she does not reside, must furnish a name, address and telephone number of the person designated by the owner or agent to comply with the provisions of this By-law. Said information shall be furnished to the department of public works on or before November 1 of each year and the director of public works shall be notified immediately upon a change of designation. Violations of this By-law, including failure to furnish information as required herein, shall be enforceable pursuant to General Laws Chapter 40, §21D.

The following schedule of penalties shall apply to violations of this section:

For a first offense in any one calendar year: \$100;

For a second offense in any one calendar year: \$150;

For a third offense and any subsequent offense in any one calendar year: \$200.

If the owner, agent, or designee shall fail to properly clear the sidewalk and/or otherwise neglects or violates the duties imposed by this By-law, the town may, in addition to any other penalties available in law or in equity, perform or cause to be performed such duties at the expense of the owner. Such expense may be imposed as a municipal charges lien under the provisions of MGL Chapter 40, Section 58 and Section 5-109 of these By-laws. (Article VIII, § 23)(TCM 11/13/95, 8/24/15)

### **Southwick**

§ 157-4Time limit for removal by property owners or residents.

Residents on property or owners of property abutting the sidewalks within the town, which now is or may hereafter be established or set apart as such, shall clear said sidewalk of ice and snow within 24 hours after the snow ceases to fall. Should said sidewalk become covered with ice that cannot be readily removed, said abutter or residents shall be required to place sand or some other suitable substance thereon within 24 hours after such sidewalk shall have become so encumbered as to render said walk unsafe for pedestrians.

### **Spencer**

Section 3. Obstruction of Streets and Sidewalks (Amended ATM 5/5/16) No person shall place or cause to be placed in any of the public streets, sidewalks, or squares, any dirt, rubbish, wood, timber, water, snow, ice or other material of any kind tending to obstruct the streets or sidewalks without written permission from the Highway Superintendent. Any person in violation of this section may, be subject to enforcement under Article 11, Section 5. Non-Criminal Disposition (MGL Ch. 40, Section 21D).

### **Springfield**

map site says 48 hours and \$50 per offence, but the bylaws say 24 hours, and make no mention of fines.

<http://ecode360.com/14666596?highlight=sidewalks,sidewalk#14666596>

### **Chapter 322:SNOW AND ICE**

[HISTORY: Adopted by the City Council of the City of Springfield as Title 7, Ch. 7.24, of the 1986 Code. Amendments noted where applicable.]

#### **GENERAL REFERENCES**

Awnings, canopies and signs — See Ch. **118**.

Building construction — See Ch. **140**.

Property maintenance — See Ch. **285**.

Streets and sidewalks — See Ch. **338**.

### **Chapter 322:SNOW AND ICE**

§ 322-1**Removal of snow from sidewalks, hydrants and curb cuts.**

§ 322-2**Removal of snow fallen from buildings or drifted.**

§ 322-3**Removal of or sanding ice on sidewalks.**

§ 322-4**Removal of snow from roofs.**

§ 322-5**Throwing snow and ice into streets.**

§ 322-6**Balustrades on roofs.**

§ 322-7**Building Commissioner to keep account of expenses; collection.**

§ 322-1**Removal of snow from sidewalks, hydrants and curb cuts.**

[Amended 2-14-1995]

The tenants or occupants of any single parcel of real estate which contains only one rental or dwelling unit and, in case there is more than one rental or dwelling unit on a parcel, or where there is no tenant or occupant, the owner or person having the care of any real estate abutting upon any street, avenue, lane, court or square within the City, where there is a sidewalk, fire hydrant or a curb cut shall, after any snow or ice ceases to fall thereon, within 24 hours cause the same to be removed therefrom.

§ 322-2**Removal of snow fallen from buildings or drifted.**

Whenever any snow is collected or deposited upon any sidewalk mentioned in § **322-1**, either by falling from some adjoining building or by drifting upon such sidewalk, the tenant or occupant and, in case there is no tenant or occupant, the owner or person having charge of the estate abutting upon such sidewalk shall, within 24 hours after it is so collected or deposited, cause the same to be removed therefrom.

§ 322-3**Removal of or sanding ice on sidewalks.**

Whenever any sidewalk mentioned in § **322-1** is encumbered with ice, it shall be the duty of the tenant or occupant and, in case there is no tenant or occupant, the owner or person having the care of the estate abutting thereon, to cause such sidewalk to be made safe and convenient for travel by removing the ice therefrom, or by covering the same with sand or some other suitable substance, within 24 hours after such sidewalk has become so encumbered.

§ 322-4**Removal of snow from roofs.**

**A.**

Every owner, occupant or agent having care of a building standing upon or so near the line of a street that snow slides from the roof and may endanger public travel shall, within a reasonable time after the termination or abatement of a snowstorm, cause the snow to be removed from the roof thereof, in such manner as will not endanger travelers.

**B.**

Whenever the roof of any building so situated is, for the space of 24 hours after the termination or abatement of a snowstorm, encumbered with snow, which, in the judgment of the Building Commissioners, endangers public safety, such Building Commissioners may cause it to be removed at the expense of such owner, agent or occupant.

§ 322-5**Throwing snow and ice into streets.**

**A.**

No person shall throw or put, or cause to be thrown or put, any snow or ice into any street in the City, which street has been cleared of snow.

**B.**

No owner or tenant of an estate abutting upon a public way nor any other person shall remove any snow or ice that has in any manner accumulated in areas on private estates and deposit, throw or put such snow or ice within the limits of the public ways; provided, however, that snow or ice accumulated by nature on sidewalks of public ways, or on sidewalks set apart as such, or on private sidewalks, commonly used for pedestrian travel, along the public ways contiguous to sidewalks in the public ways may be removed into any public way subject to the provisions of this chapter; and provided, further, that if, upon order of the Building Commissioner, snow or ice is ordered removed from any structure adjacent to the public way, snow or ice so ordered removed may be removed if the permits therefor are obtained under the provisions of the Acts of 1911, Chapter 369.

**Sterling**

Article VI: Snow and Ice

[Adopted 5-3-1975 by Art. 33, approved with modifications 6-16-1975; 5-17-1999 by Art. 38, approved 9-7-1999; readopted 5-14-2012 ATM by Art. 19, approved 10-11-2012]

Chapter 192: Ways Article VI: Snow and Ice

§ 192-12 Obstruction public ways prohibited; fine.

§ 192-13 Time limit for property owners to clear sidewalks.

§ 192-12 Obstruction public ways prohibited; fine.

Whoever plows or otherwise removes snow in such a manner as to obstruct any public way within the Town of Sterling shall be punished by a fine of not more than \$50, said fine to inure to the Town.

§ 192-13 Time limit for property owners to clear sidewalks.

Property owners shall be required to clear snow and ice from all sidewalks that run along the street in front of and/or to either side of their property within 48 hours of the end of the storm.

### **Stockbridge**

NONE

### **Stoneham**

Sec. 13-11. Snow removal—From certain sidewalks. The tenant, occupant and, in case there shall be no tenant or occupant, the owner of any building or lot of land bordering on the following streets shall, after the ceasing to fall of any snow, if in the daytime within five hours and if in the night before one o'clock in the afternoon succeeding, cause such snow to be removed from the sidewalk abutting such premises: Central Square, on all sides. Franklin Street: (1) On northerly side from Fuller Street to Central Square. (2) On southerly side from Spencer Street to Central Square. Main Street: (1) On easterly side from a point opposite the northerly side of Maple Street to southerly side of Church Street. (2) On westerly side from Marble Street to Benton Street. (3) On westerly side from northerly side of Maple Street to southerly side of Hersam Street (4) On westerly side from southerly end of building occupied by Sloane Furniture Company northerly to Maple Street. (5) On westerly side from driveway at southerly end of the Trodella Block building northerly to Montvale Avenue. (1932 Bylaws, Art. 11, Sec. 20; 3- 21-32; 4-8-57) Chapter 13 Streets and Sidewalks The Code of the Town of Stoneham, Massachusetts (04/2013) 13-5 State law reference - Authority of town to provide for snow removal, G.L. c. 85, Sec. 5. Sec. 13-12. Same—Deposit of snow on certain sidewalks or streets. The tenant, occupant and, in case there shall be no tenant or occupant, the owner of any building or lot of land bordering any and all public ways, shall not, in the process of snow removal on the lands owned, occupied, leased or rented by them, deposit snow or cause snow to be deposited on the sidewalk areas or any other portion of said public ways. (10-15-84, Art. 5)

### **Stoughton**

NONE

### **Stow**

map site says homeowner is required to clear snow, but I can't find anything on the town site or in the bylaws.

### **Sturbridge**

6.50 CLEARING OF SNOW AND ICE FROM SIDEWALKS 6.51 Any tenant or owner occupying any building or any lot of land abutting on a sidewalk, which is situated within the limits of the highways or town ways, and in case such building or lands are unoccupied, the owner or owners thereof shall cause all snow and ice to be removed from such walk as soon as practicable but no later than forty-eight (48) hours after the same shall have accumulated

thereon. 6.52 Any person violating the provisions of this Bylaw shall be punished by a fine of not more than ten dollars (\$10.00) to be recovered by complaint before any trial justice, police or District Court having jurisdiction within the County and forfeited and paid to the Treasury of the Town unless when different provisions are made by the laws of the Commonwealth. 6.53 Waiver of Enforcement (a) The Board of Selectmen, or the Town Administrator, following consultation with the Director of Public Works, may waive enforcement of this bylaw for sidewalks located within a state highway layout in the event of extraordinary conditions.

**Sudbury**

NONE

**Sunderland**

NONE

**Sutton**

NONE

**Swampscott**

NONE

**Swansea**

NONE

**Taunton**

Sec. 20-20. Removal of snow and ice required; penalty. The tenant, occupant and, in case there is no tenant or occupant, the owner or other person having the care of any building or lot of land bordering on any sidewalk on any public or private way located in any area designated as a "business district or central business district" by any zoning ordinance of the city shall cause the snow and ice to be removed from such sidewalk. If the snow ceases falling in the day it shall be removed within four (4) hours thereafter, and if it ceases falling in the nighttime it shall be removed before 11:00 a.m. of the succeeding day; and all ice formed upon any sidewalk in such streets as may be so designated, or otherwise deposited thereon, shall be removed within twenty-four (24) hours after the same is so formed or deposited unless within such time the sidewalk is otherwise rendered safe for travel. The penalty for the violation of this section shall be a fine not in excess of fifty dollars (\$50.00) for each violation. (Rev. Ords. 1964, sec 18- 19; Ord. of 2-9-65; Ord of 8-8-2000) Cross reference--Traffic regulations for snow emergencies, Ch. 13, Art. VII. State law reference--Snow removal, M.G.L.A., c. 40, sec 21(2), (3), (4); c. Sec. 20-21. Removed snow not to be placed on streets. No person shall put, place or throw, or cause to be put, placed, or thrown, in or upon any street or other public place in this city any snow removed from sidewalks, driveways or premises adjacent to such streets or public place. This offense shall be punishable by a fine of \$50 for the first offense, \$500 for the second offense and \$750 for the third offense. Any operation of a commercial registered vehicle, which, for hire in the removal of snow and ice violates the above sections, shall be fined an additional \$250 per offense (Rev. Ords. 1964, sec18-16; Ord of 5-13-2003)

**Templeton**

NONE

**Tewksbury**

NONE

## **Tisbury**

### **Snow Removal Bylaws**

#### Snow Removal Section XII

The Tennant, Occupant, Owner or agent of any building, or lot of land, bordering any street where there is a sidewalk, shall within four hours after the ceasing to fall of snow thereon, if in the day time and if in the night, before Eleven o'clock in the forenoon succeeding cause the snow to be removed. In default thereof upon complaint made by the selectman, shall forfeit and pay a sum as herein after named.

#### Fines Section XXII

Whoever shall offend against any of the foregoing by laws up to section XV inclusive, or shall by the time thereof, be liable for any violation thereof shall forfeit and pay a sum not to exceed twenty dollars.

## **Tolland**

No sidewalks

## **Topsfield**

CHAPTER L SNOW REMOVAL BY-LAW 50-1 PLOWING OR PUSHING SNOW INTO STREETS OR SIDEWALKS PROHIBITED. No person except an agent of the Town of Topsfield shall plow, push, throw or otherwise relocate snow or ice from private land onto a public way and/or sidewalk. According to the provisions of GLc 40 ~ 21D, any person violating this By-Law shall be deemed guilty of a misdemeanor, and shall be punished by a fine of twenty-five (\$25.00) dollars for the first offense, and fifty (\$50.00) dollars for each subsequent offense. (Art. 29, 5/3/94)

## **Townsend**

No person, other than an employee in the service of the Town of Townsend or an employee in the service of an independent contractor acting for the Town, shall pile, push, plow or blow and then leave snow or ice onto or across a public way or sidewalk which is plowed and/or sanded by the Town or deposit snow in such a way as to obstruct the operation of any fire hydrant. Whoever is proven to be in violation of this by-law shall be punished by fine of not more than \$50.

## **Truro**

NONE

## **Tyngsborough**

NONE

## **Tyringham**

NONE

## **Upton**

Chapter 5 Snow Obstructing Public Ways Section 1: No person shall pile, push, throw, shovel, plow, or by any other method cause snow to be deposited, placed or accumulated, other than by natural means on any public roadway or sidewalk of the Town so as to impede, obstruct, interrupt, or otherwise adversely affect the unrestricted flow of traffic, or the safe travel of any pedestrian on such roadway or sidewalk. The foregoing sentence shall not apply to any person in the employ of the Town, or in the employ of an independent contractor, which has been hired by the Town for the purpose of snow removal. Whoever violates this section shall be liable to a penalty not exceeding twenty-five dollars (\$25.00) for each violation; each violation shall mean each instance or occurrence that the condition exists once the owner and/or violator has been informed by the Police Department or the Department of Public Works in writing of said violation. Each instance shall constitute a separate violation of this By-law.

### **Uxbridge**

§ 327-3. Obstruction of public ways No person shall place snow, ice or any other materials, including leaves, gravel, sand, or similar debris from private property onto the traveled portion of a public way or sidewalk so as to impede or obstruct the use of such public way or sidewalk or so as to create a hazard or unsafe condition on such a public way or sidewalk. This provision shall be enforced by the Uxbridge Police Department. Whoever violates this section shall be punished by a fine of not more than one hundred and fifty dollars \$150.00 per violation. Each day, or portion thereof, after the issuance of a violation notice hereunder during which the violation remains unresolved shall be considered a new violation.

### **Wakefield**

§ 175-8 Responsibility of owner or tenant; violations and penalties.

The owner or tenant of any business establishment, or the owner or tenant of land, abutting on the following named streets and ways, to wit: Main Street, west side from Railroad Avenue to Lafayette Street and east side from Franklin Street to Crescent Street; Albion Street, both sides from Main Street to North Avenue; North Avenue, east side from Richardson Avenue to Avon Street; Princess Street, both sides from Main Street to Crescent Street; Centre Street, both sides from Main Street to Crescent Street; Lincoln Street, north side from Main Street to Crescent Street; Water Street, south side from Main Street to Columbia Road; and Tuttle Street, east side from Albion Street to Chestnut Street, shall remove all snow and ice from the portion of the sidewalk adjoining such land and/or business establishment within 12 hours after said snow or ice fell or was formed thereon, provided that such ice may be made even and covered with sand or other proper material to prevent slipping in lieu of being removed. Each violation of the provisions of this section shall be punished by a fine of \$100 for the first offense, \$200 for the second offense within one year, and \$300 for a third or subsequent offense within one year. This section shall be enforced by the Police Department.

§ 175-9 Deposit on public ways.

No person shall move or remove snow or ice from private lands to any public street, sidewalk or common land of the Town. Each violation of the provisions of this section shall be punished by a fine of \$100 for the first offense, \$200 for the second offense within one year, and \$300 for a third or subsequent offense within one year. This section shall be enforced by the Police Department.

### **Wales**

NONE

**Walpole**

NONE

**Waltham**

- Snow Storm Policy:

**Sidewalk Clearing**

Whenever there is a significant snowfall, the City of Waltham will plow sidewalks as soon as possible on selected roadways and school routes. (schools being first priority)

**Residential Walks**

While there is currently no ordinance in the City of Waltham that requires residents to clear their walks, it is strongly encouraged to ensure safe pedestrian passage.

**Commercial Walks**

City ordinance 17-23 states that certain sidewalks (Moody & Main) are the responsibility of the owners of that property. Please click **HERE** to see our City Ordinance on removal of snow from certain sidewalks.

**Where to put the Snow?**

Residents and businesses should not shovel, blow, plow or throw snow onto the streets or pile it so as to block sidewalks. **City ordinance 17-16** prohibits this and could result in a fine.

- City Ordinance:

Every tenant or occupant of a building or lot of land, and if there is no tenant or occupant, the owner thereof, bordering on the streets enumerated below shall cause the snow to be removed from the entire sidewalk in front of such land or building within 24 hours after such snow has ceased to fall:

Main Street, north side, from Linden Street to Prospect Hill Road.

Main Street, south side, from a point opposite Linden Street to South Street.

Moody Street, east side, from Main Street to Derby Street.

Moody Street, west side, from Main Street to the southerly end of Crescent Street.

**State law reference:** Power of City to require removal of snow from sidewalks by abutting property owners, MGL. c. 85, § 5.

**Cross Reference —** Removal of snow and ice from roofs, see § **17-10**.

**Ware**

**TOWN OF WARE**

**SNOW & ICE REMOVAL BY LAW**

Chapter 44, Section 1: Tenant or owner of abutting property to remove Snow and Ice from sidewalk.

The Tenant, or in the case there shall be no tenant, the owner of any real estate abutting upon any sidewalk now in use or hereafter constructed within the Town, shall, after the ceasing to fall or form of any snow, ice, or sleet, within twenty-four (24) hours cause the same to be

removed from such sidewalk, and if the same cannot be wholly removed, shall sprinkle thereon sand, or other proper substance so that such sidewalk shall be safe for travel.

#### 44.2 Violations and penalties: time for instituting proceedings.

Whoever violates the provisions of Chapter 44 Section 1 of this chapter shall be liable to a penalty of not exceeding \$100.00. No person shall be prosecuted for any offense against any of the provisions of unless complaint for the same shall be instituted and commenced within three (3) months of the time of the commission of such offense.

44.3 It shall be the duty of the Chief of Police to see that the provisions of 44.1 of this Chapter be enforced.

Attorney General Approval - 7/17/1991

#### **Wareham**

NONE

#### **Warren**

NONE

#### **Warwick**

NONE

#### **Washington**

NONE

#### **Watertown**

##### *Snow and ice to be removed from sidewalks by private persons.*

(1) (a) Every person in charge or control of any building or lot of land within a business district and used for business purposes in the city fronting on or abutting a paved sidewalk, whether as owner, tenant, occupant, lessee, or otherwise, shall remove and clear away, or cause to be removed and cleared away, snow and ice from a path of at least 36 inches in width from that portion of the sidewalk which abuts any side of the building or lot of land. The cleared path shall extend to the traveled way of the street at each corner of an intersection of 2 or more streets and at each intermediate curb cut so as to provide access from the street to the sidewalk.

(b) Except as provided in division (2) of this division (B), snow and ice shall be removed from sidewalks in all business districts by 2 hours after the cessation of any fall of snow, sleet, or freezing rain during business hours or by the beginning of business hours of the next business day following such fall.

(2) In the event that snow and ice on a sidewalk has become so hard that it cannot be removed without likelihood of damage to the sidewalk, the person or entity charged with its removal shall, within the time mentioned in this section, cause enough sand or other abrasive to be put on the sidewalk to make travel thereon reasonably safe, and thereafter, as soon as weather permits, shall cause a path in said sidewalk of at least 36 inches in width to be cleared of such snow and ice.

(3) In the event that snow and ice is not removed from a sidewalk as provided herein, an initial warning may be issued to the responsible private person. If, thereafter, the sidewalk location that was the subject of the initial warning remains covered with

snow and ice 2 hours after the said warning, a notice of violation may be issued and the appropriate penalty assessed to said responsible private person. No more than 1 penalty shall be assessed with respect to any 1 snowfall within a 24-hour period.

(4) In the event of the declaration of a State of Emergency by the Governor, applicable to an area of the Commonwealth which includes the Town of Watertown, as a result of snow, sleet or freezing rain, the provisions of this section shall be suspended for a period of 24 hours after the cessation of the fall of such snow, sleet or freezing rain or until the end of the State of Emergency, whichever is the latest to occur.

(Ord. 39, passed 5-13-1997) Penalty, see § [96.9](#)

**Wayland**

NONE

**Webster**

**Article I: Removal From Sidewalks**

[Adopted 5-8-1988 ATM, Art. 98, as Secs. 120.1 through 120.3 of the General Bylaws]

**§ 555-1 Snow to be removed within 24 hours.**

The tenant, occupant and in case there be no tenant, the owner or person having the care of any estate abutting any street, lane, court, or square, within the limits of the Town where there is a sidewalk, or may hereafter be established or set apart as such, shall after any snow-fall and within 24 hours, cause the same to be removed therefrom.

**§ 555-2 Maintenance of snow removal.**

Whenever any snow shall be collected or deposited upon any sidewalk a mentioned in the preceding section, either by falling from an adjacent building or by drifting upon said sidewalk, the tenant, occupant, owner or the person having charge of the estate abutting said sidewalk shall, within six hours if in the daytime, and if in the night-time, by noon of the next day, cause the same to be removed therefrom.

**§ 555-3 Ice on sidewalk.**

Whenever any sidewalk shall be encumbered with ice, it shall be the duty of the tenant, occupant, and in case there be no tenant, the owner or persons having the care of the estate abutting thereon, to cause such sidewalk to be made safe and convenient for travel by removing the ice therefrom or by covering the same with sand or some suitable substance within 12 hours after such sidewalk becomes encumbered.

**Wellesley**

NONE

**Wellfleet**

NONE

**Wendell**

NONE

**Wenham**

NONE

**West Boylston**

NONE

**West Bridgewater**

NONE

**West Brookfield**

NONE

**West Newbury**

NONE

**West Springfield**

Removal of snow after snowfall. The owner of any property abutting upon any street, lane, court or square within the town where there is a sidewalk which is or may hereafter be established or set apart by the town as such, shall, after the ceasing to fall of any snow thereon, within twenty-four (24) hours cause the same to be removed therefrom.

2. Removal of snow fallen from buildings and from plowing or shoveling and drifting snow. Whenever any snow shall be collected or deposited upon any sidewalk mentioned in the preceding section either by falling from an adjoining building or by being plowed or shoveled on to said sidewalk by any snow activity or by drifting upon said sidewalk, the owner of the property abutting upon said sidewalk shall, within twenty-four (24) hours after its being so collected or deposited, cause the same to be removed therefrom.

3. Throwing snow or ice into streets. No person shall throw or put or plow or cause to be thrown or put or plowed any snow or ice into any portion of street, lane or alley in the town used for travel.

4. Depositing snow or ice. The owner of any property who removes snow or ice therefrom or hires another to do so, and said owner or other person violates the provisions of section 3, the owner and said other, or either of them, shall be subject to the penalties and enforcement provisions set forth in section 7.

5. Obstructions to fire hydrants and catch basins. No person shall throw or put or cause to be thrown or put any snow or ice or any other substance upon or against any fire hydrant or catch basin in any street, lane, alley or park in the town.

6. Removal of ice. Whenever any sidewalk mentioned in section 1 shall be encumbered with ice, it shall be the duty of the owner to cause such sidewalk to be made safe and convenient for travel by removing the ice therefrom or by treating the surface with sand or salt within twenty-four (24) hours after such sidewalk shall have become so encumbered.

7. Violations and penalties.

(a) The criminal penalty for each violation of this Article shall be \$300.00

(b) A non-criminal enforcement procedure may be utilized pursuant to the provisions of G.L. c. 40, §21D and §1-10 of these ordinances as an alternative to criminal enforcement.

(c) The fine for a non-criminal violation shall be \$50.00 for each offense. Each day shall constitute a separate violation.

(d) The enforcing authority shall be the Police Department.

(e) Any penalties imposed under this article that are not paid when due shall become a municipal charge and shall be recorded as such against the property in question pursuant to the provisions of the Municipal Charges Lien Ordinance.

(f) The owner may delegate, by agreement or contract, the duty imposed by this ordinance, however, the owner shall remain liable for any violations by such designee.

(g) The first ticket given to any owner of real estate for a violation of the provisions of sections 1 to 7, in any fiscal year shall be a warning.

Town Council approved Section 9-500 by vote of Town Council on July 14, 2003 (Ordinance #113)

**West Stockbridge**

NONE

**West Tisbury**

NONE

**Westborough**

NONE

**Westfield**

**Sec. 16-14. - Removal of snow, ice.**

(a) The tenant, occupant or owner of any premises abutting on any street in the city, within the limits of which street, and adjoining such premises, there is a sidewalk constructed of or covered with any paved or hardened material other than earth, ashes or gravel, shall, within 24 hours after any snow, sleet or ice has stopped falling, forming or drifting thereon, remove or cause to be removed such snow, sleet or ice. If such cannot be wholly removed, such person shall sprinkle or cause such sidewalk to be sprinkled with sand, sawdust, or another suitable substance so that such sidewalk shall not be slippery, and so that it shall be safe and convenient for public travel.

(b) The tenant, occupant or owner of any premises abutting upon any street in the city, within the limits of which street, and adjoining such premises, there is a sidewalk constructed of or covered with earth, ashes or gravel, shall, within 24 hours after snow, sleet or ice ceases to fall, form or drift on such sidewalk, remove or cause to be removed therefrom such snow, sleet or ice so that such sidewalk shall be reasonably safe and convenient for public travel.

(c) When any premises abutting on a street is occupied or used by more than one tenant, or by separate families, the owner or agent having charge of such premises shall cause the snow, sleet or ice to be removed as provided in subsections [16-14\(a\)](#) and [\(b\)](#).

(d) No owner of a building, or agent of such owner having the care thereof, shall allow or permit any accumulation of snow or ice thereon which is likely to fall upon a sidewalk or street. Every such person shall erect, or cause to be erected, upon any building which he owns, or of which he has charge, and which is near the line of a sidewalk or street, a barrier or other suitable provision, sufficient to prevent snow and ice from falling from such building upon persons traveling on such sidewalk or street.

(Code 1971, §§ 15-16—15-19)

**State Law reference—** Authority of city relative to removal of snow from sidewalks, M.G.L.A. c. 40, § 21(3), (4), M.G.L.A. c. 85, § 5.

**Westford**

NONE

**Westhampton**

NONE

**Westminster**

NONE

**Weston**

NONE

**Westport**

NONE

**Westwood**

NONE

**Weymouth**

NONE

**Whately**

NONE

**Whitman**

**Section 12:**

The owner or occupant of any land abutting upon a sidewalk or public way in this town~ which said property is used for business purposes~ shall cause all snow and ice to be removed from such sidewalk. Such snow and ice shall be so removed by plowing~ shoveling~ scraping or otherwise so as not to damage such sidewalk~ and within the first three hours between sunrise and sunset after said snow and ice has ceased to accumulate. Any owner or occupant who violates this provision shall forfeit and pay for each offense a fine not exceeding \$50.00

**Wilbraham**

Bylaws (Section 611: Sidewalk Snow (Art. V, Sec. 17)) state: "Within 24 (24) hours after a snowfall, snow shall be removed from sidewalks abutting street(s) by the tenant or occupant, and if no tenant or occupant, by the owner."

**Williamsburg**

**HIGHWAYS AND SIDEWALKS**

1. The tenant, occupant, and in the case there is no tenant, the owner or person having the care of any estate abutting upon any highway or town way within this town, where there is now or may hereafter be a sidewalk established or set apart as such, shall after the ceasing to fall of snow thereon, within twenty-four hours cause the same to be removed from the full-width of the sidewalk or be subject to a \$50.00 fine per storm.

2. Whenever any sidewalk in section one of this by-law shall be encumbered with ice, it shall be the duty of the tenant or occupant, or in case there is no tenant the owner or person having care of the estate abutting thereon, to cause such sidewalk to be made convenient for travel by removing the ice there from, or covering the same with sand or other substance full width of said sidewalk, within twenty-four hours after such sidewalk shall have become so encumbered or be subject to a \$50.00 fine per storm.

**Williamstown**

NONE

**Wilmington**

Section 17. The owner or occupant of any place of business shall keep the sidewalk adjoining his premises clear of snow and protected when icy conditions prevail. Whoever fails to comply with this section within 24 hours following as snow or ice storm shall forfeit and pay for each offense a fine not exceeding fifty (\$50.00) dollars.

**Winchendon**

NONE

**Winchester**

**Section 28. FAILURE TO CLEAR SIDEWALKS OF SNOW AND ICE**

Except as provided in Section 29 of these by-laws, no person owning, possessing or having under his control real estate abutting a sidewalk next to a street, which real estate is being used in whole or in part for any commercial enterprise or as a place to which the public may be expected to resort, shall place any snow or ice on such sidewalk or suffer snow or ice to remain thereon for more than five hours between sunrise and sunset on any business day. Any person who shall violate this provision may be punished by a fine of not more than ten dollars (\$10) for each offense. For the purposes of this section, each successive day during which any violation is committed or continued shall be deemed a separate offense.

**Windsor**

NONE

**Winthrop**

**12.24.010 - Failure to remove snow and ice from sidewalks—Penalty.**

No owner or tenant of an estate abutting on a sidewalk shall place or suffer to remain for more than six hours between sunrise and sunset any snow upon such sidewalk or any ice upon such sidewalk unless such ice is made even and covered with sand, salt, ice melt or such other product so as to prevent slipping. Nor shall any person in the act of removing snow from a sidewalk, driveway or any other area, cause snow to be placed in the street or other public ways. For each offense under this section, the owner or tenant shall be liable for fines of twenty-five dollars (\$25.00) for the first offense; fifty dollars (\$50.00) for the second offense and one hundred dollars (\$100.00) for the third and each subsequent offense.

**Woburn**

**VI. SNOW AND ICE REMOVAL FROM STREETS AND SIDEWALKS**

12-37 Snow removal from certain sidewalks--Required.

A. The tenant, or occupant or any person having the care of a building or lot of land abutting a sidewalk bordering on:

1. Main Street between Salem Street and High Street;
2. Montvale Avenue to a point opposite Prospect Street, on the northerly side, and to the westerly end of the Old Cemetery on the southerly side;
3. Pleasant Street between Winn Street and Abbot Street (East) on the northerly side and between Winn Street and the Boston and Maine Railroad crossing on the southerly side;
4. Common Street; or if there is no tenant, occupant or other person having care of the whole of such building or lot, the owner thereof shall within two hours after a fall of snow ceases to fall in the daytime and before ten a.m. after a fall of snow during the night, cause all snow that may be on such sidewalk to be removed therefrom, by shoveling or otherwise; and if he fails so to do he shall be liable to a penalty not exceeding fifty dollars.

B. From the following named streets the highway department shall remove the snow in the same manner and within the same time after snowfall as is required from the abutters of the above-named sidewalks:

1. Main Street from Conn Street to High Street, westerly side;
2. From Salem Street to Hammond Square, easterly side;
3. Pleasant Street from Abbott Street to Lexington Street, northerly side;
4. Winn Street from Pleasant Street to the Railroad crossing, northerly side;
5. Montvale Avenue from Prospect Street to Union Street, southerly side.

C. The provisions of this section shall apply to snow that falls from buildings as well as to that which falls from the clouds, also to snow which may be blown by the wind upon such sidewalk during or after a storm. (Prior Ch. 25, sec. 4(A)).

12-38 Ice to be removed or covered on certain sidewalks.

When any portion of a sidewalk bordering on the street designated in Section 12-37 is encumbered with ice, the occupant of the building or lot of land abutting on such sidewalk, or in the case there is no occupant of the whole of such building or lot, the owner or other person having the care of the same, shall cause such sidewalk to be made safe and convenient by removing the ice therefrom, by shovelling or other wise, or by keeping the same covered with sand or some other suitable substance; and if such occupant, owner or other person neglects to do so for the space of six hours during the daytime, he shall be liable to a penalty not exceeding fifty dollars. (Prior Ch.25, sec. 4(B)).

12-39 Placing of ice or snow on a street, public or private property.

A. Any person who shall throw or place, or permit to be thrown or placed, any snow or ice in any public way, shall cause the same to be broken up and spread evenly over the surface of the street. (Prior Ch. 25, sec.4(C)).

B. Any person, or hired company, who removes ice or snow from public or private property and who places such ice or snow without permission on public or private property shall be subject to a fine of not more than \$300.00. A complaint for the breach of this ordinance shall be filed with the police department for prosecution. (Ord. dated 02/20/87).

**Worcester**

Sidewalk Snow Removal Policies

## Public Sidewalks

- Worcester City Ordinance (C12 s23) states that owners or occupants of property with sidewalks bordering on **any** street is required to remove snow and ice from sidewalks ten (10) hours after snow ceases to fall.
- Please make a path of at least four (4) feet in width and also clear ramps at corners that abut your property.
- Complaints can be made to Department of Public Works and Parks if snow/ice is not cleared 10 hours after snow ceases. Department of Public Works and Parks can be reached at (508) 929-1300, or use our [Online Customer Service Center](#).
- Department of Public Works will refer complaint to the enforcing agency which is the Police Department.
- The fine for failing to comply with the city's sidewalk snow removal ordinance is **seventy-five dollars (\$75.00) per day**.
- Even if you are on vacation or are a landlord it is still your responsibility as the property owner to ensure that your sidewalks are cleared.
- A provision of this ordinance also permits that if the owner or occupant fails to clear the sidewalk of snow within the time allowed, the city may remove the snow and clear the sidewalk. **The city may then seek reimbursement** of the expense incurred from the owner or occupant.
- If you are a homeowner and you are elderly or disabled, you may qualify for assistance. View the [List of Referrals for Sidewalk Snow Removal](#) or contact the DPW&P Customer Service Center at (508) 929-1300.

## Removal of Snow & Ice From Private Property

- The Massachusetts State Sanitary Code states that the owner is responsible for maintaining the walkways, stairways, fire escapes and exits in a safe condition at all times; this includes the removal of snow and ice.

## Fire Hydrants

- Owners of property in where fire [hydrants are located](#) are asked to clear snow from around hydrant, as this impact the public safety of the whole neighborhood.
- Department of Public Works has a hydrant adoption program for residents, businesses and schools.
- [Complaints](#) can be made to the Department of Public Works and Parks at (508) 929-1300.

### Worthington

NONE

### Wrentham

NONE

### Yarmouth

NONE

Name	Type	property owned	County	Form of government
Boston	City	x	Suffolk	Mayor-council
Worcester	City	x	Worcester	Mayor-manager-council
Springfield	City	x	Hampden	Mayor-council
Lowell	City	x	Middlesex	Mayor-manager-council
Cambridge	City	x	Middlesex	Mayor-manager-council
New Bedford	City	x	Bristol	Mayor-council
Brockton	City	x	Plymouth	Mayor-council
Quincy	City	x	Norfolk	Mayor-council
Lynn	City	x	Essex	Mayor-council
Fall River	City	x	Bristol	Mayor-council
Newton	City	x	Middlesex	Mayor-aldermen
Somerville	City	x	Middlesex	Mayor-aldermen
Haverhill	City	x	Essex	Mayor-council
Waltham	City	x	Middlesex	Mayor-council
Malden	City	x	Middlesex	Mayor-council
Brookline	Town	x	Norfolk	Representative town meeting
Plymouth	Town	x	Plymouth	Representative town meeting
Medford	City	x	Middlesex	Mayor-council
Taunton	City	x	Bristol	Mayor-council
Chicopee	City	x	Hampden	Mayor-aldermen
Revere	City	x	Suffolk	Mayor-council
Peabody	City	x	Essex	Mayor-council
Pittsfield	City	x	Berkshire	Mayor-council
Arlington	Town	x	Middlesex	Representative town meeting
Everett	City	x	Middlesex	Mayor-council-aldermen
Salem	City	x	Essex	Mayor-council
Westfield	City	x	Hampden	Mayor-council
Leominster	City	x	Worcester	Mayor-council
Fitchburg	City	x	Worcester	Mayor-council
Billerica	Town	x	Middlesex	Representative town meeting
Holyoke	City	x	Hampden	Mayor-council
Marlborough	City	x	Middlesex	Mayor-council
Woburn	City	x	Middlesex	Mayor-aldermen
Amherst	Town	x	Hampshire	Representative town meeting
Braintree	City	x	Norfolk	Mayor-council
Chelsea	City	x	Suffolk	Council-manager
Dartmouth	Town	x	Bristol	Representative town meeting
Andover	Town	x	Essex	Open town meeting
Watertown	City	x	Middlesex	Council-manager
Lexington	Town	x	Middlesex	Representative town meeting

Needham	Town	x	Norfolk	Representative town meeting
Gloucester	City	x	Essex	Mayor-council
North Attleboro	Town	x	Bristol	Representative town meeting
Norwood	Town	x	Norfolk	Representative town meeting
Northampton	City	x	Hampshire	Mayor-council
Agawam	City	x	Hampden	Mayor-council
West Springfield	City	x	Hampden	Mayor-council
Milford	Town	x	Worcester	Representative town meeting
Melrose	City	x	Middlesex	Mayor-aldermen
Wakefield	Town	x	Middlesex	Open town meeting
Belmont	Town	x	Middlesex	Representative town meeting
Wilmington	Town	x	Middlesex	Open town meeting
Stoneham	Town	x	Middlesex	Open town meeting
Winchester	Town	x	Middlesex	Representative town meeting
Ludlow	Town	x	Hampden	Representative town meeting
Gardner	City	x	Worcester	Mayor-council
Winthrop	City	x	Suffolk	Council-manager
Rockland	Town	x	Plymouth	Open town meeting
Newburyport	City	x	Essex	Mayor-council
Webster	Town	x	Worcester	Open town meeting
Southbridge	City	x	Worcester	Council-manager
Amesbury	City	x	Essex	Mayor-council
Easthampton	City	x	Hampshire	Mayor-council
Fairhaven	Town	x	Bristol	Representative town meeting
Longmeadow	Town	x	Hampden	Open town meeting
East Longmeadow	Town	x	Hampden	Open town meeting
North Reading	Town	x	Middlesex	Open town meeting
Whitman	Town	x	Plymouth	Open town meeting
Wilbraham	Town	x	Hampden	Open town meeting
Northborough	Town	x	Worcester	Open town meeting
North Adams	City	x	Berkshire	Mayor-council
Clinton	Town	x	Worcester	Open town meeting
Medfield	Town	x	Norfolk	Open town meeting
Lynnfield	Town	x	Essex	Open town meeting
Athol	Town	x	Worcester	Open town meeting
Dudley	Town	x	Worcester	Open town meeting
Maynard	Town	x	Middlesex	Open town meeting
Ware	Town	x	Hampshire	Open town meeting
Southwick	Town	x	Hampden	Open town meeting
Sturbridge	Town	x	Worcester	Open town meeting
Adams	Town	x	Berkshire	Representative town meeting
Douglas	Town	x	Worcester	Open town meeting

Montague	Town	x	Franklin	Representative town meeting
Millis	Town	x	Norfolk	Open town meeting
Orange	Town	x	Franklin	Open town meeting
Shirley	Town	x	Middlesex	Open town meeting
Rockport	Town	x	Essex	Open town meeting
Southampton	Town	x	Hampshire	Open town meeting
Lenox	Town	x	Berkshire	Open town meeting
Oak Bluffs	Town	x	Dukes	Open town meeting
Tisbury	Town	x	Dukes	Open town meeting
Millville	Town	x	Worcester	Open town meeting
Northfield	Town	x	Franklin	Open town meeting
Williamsburg	Town	x	Hampshire	Open town meeting
Bernardston	Town	x	Franklin	Open town meeting
Russell	Town	x	Hampden	Open town meeting

## 2010 Population

617,594  
181,045  
153,060  
106,519  
105,162  
95,072  
93,810  
92,271  
90,329  
88,857  
85,146  
75,754  
60,879  
60,632  
59,450  
58,732  
56,468  
56,173  
55,874  
55,298  
51,755  
51,251  
44,737  
42,844  
41,667  
41,340  
41,094  
40,759  
40,318  
40,243  
39,880  
38,499  
38,120  
37,819  
35,744  
35,177  
34,032  
33,201  
31,915  
31,394

28,886  
28,789  
28,712  
28,602  
28,549  
28,438  
28,391  
27,999  
26,983  
24,932  
24,729  
22,325  
21,437  
21,374  
21,103  
20,228  
17,497  
17,489  
17,416  
16,767  
16,719  
16,283  
16,053  
15,873  
15,784  
15,720  
14,892  
14,489  
14,219  
14,155  
13,708  
13,606  
12,024  
11,596  
11,584  
11,390  
10,106  
9,872  
9,502  
9,268  
8,485  
8,471

8,437  
7,891  
7,839  
7,211  
6,952  
5,792  
5,025  
4,527  
3,949  
3,190  
3,032  
2,482  
2,129  
1,775

59%      3874590

# Warrant Article Questionnaire

## Citizen Petitions Articles

### Section I - Instructions for completing this questionnaire

1. **The completed Questionnaire is due to Finance Committee at least 5 business days in advance of your scheduled hearing date. Email to: [phayes.fincom@natickma.org](mailto:phayes.fincom@natickma.org)**
2. Completing the questionnaire as requested is discretionary to the FinCom and is discretionary on the part of the petitioner. There is nothing to compel a petitioner under MGL, the Bylaws or Charter for anything that is requested
3. Finance Committee's request of the Article Sponsor to complete the questionnaire is supported by:
  - a. Section 2-11(e) of the Natick Home Rule Charter which "provide(s) for the establishment of standing committees (*Finance Committee*) to which shall be referred the subject matter of warrant articles for study, review and report in advance of town meeting action."
  - b. And by the Town of Natick By-Laws, Article 23, Section 4 Reports, Recommendations, "The Finance Committee shall consider all matters of business included within the articles of any warrant for a Town Meeting, and shall, after due consideration, report thereon, in print, its recommendation as to each article."
4. FinCom encourages article sponsors to provide complete and comprehensive answers to the questions. Your materials will be distributed to members well in advance of the Public Hearing date. The more specific and relevant information provided on the motion and the action you seek from Town Meeting the more prepared FinCom will be for the actual hearing with you.
  - a. Incomplete questionnaires, questionnaires not submitted on time or submitted in the absence of a prepared motion by the petitioner, WILL cause your hearing to be rescheduled to a later date.
  - b. This may mean that FinCom runs out of time to hear your article before the Finance Committee Recommendation Book closes for print and distribution and therefore there may not be a recommendation for Town Meeting to act on.
5. When ever references are cited (relevant passages from the Natick Charter or By-laws, Massachusetts General Law (M.G.L.), Code of Municipal Regulations or other legislation, survey results, maps, news articles, etc.), or documentation about what other communities have done (known or projected), include them in their entirety with this questionnaire as follows:
  - a. For short citations you may include the content verbatim in the available response space. Please limit this to 500 words or less
  - b. For longer citations or source documents please include them as attachments to the submission. For additional files use a file naming includes your Article number, the sponsor last name and a short description name for the attachment/file (i.e. Article 27 \_Doe\_ MGL Chapter 61A)
  - c. Whenever possible consider using URL links to the original source document in the response or as part of a list of attributions and sources that you provide. FinCom members can link to your provided materials easily and we all save paper and minimize the possibility of misplaced file attachments, etc.

## Warrant Article Questionnaire Citizen Petitions Articles

6. An article seeking a change to Zoning By-laws, Town Charter or By-Laws requires:
  - a. Zoning articles must identify the location in Town where the zoning change is to be applicable.
  - b. For FinCom and Town Meeting the Motion you submit for the hearing requires:
    - i. A complete copy of the current Zoning By-Law, Charter or Town By-Law language
    - ii. A complete copy of the proposed final language in the finished form
    - iii. A complete copy of a “red-lined” version of the language showing all changes, mark-ups, etc.
    - iv. All of the above must be provided electronically in advance of the hearing by the due date identified by the FinCom Chair
  - c. A Public Hearing with the Planning Board.
    - i. It is expected that the Planning Board public hearing take place before the FinCom public hearing.
    - ii. Sponsors should contact the Director of Community & Economic Development or the Planning Board Chair to schedule the required hearing.
7. The primary sponsor is expected to be the spokesperson/presenter at the FinCom hearings and at Town Meeting. If the sponsor is not prepared for that role they should be ready to designate someone else
8. Sponsors should review the questions and the prompts in Section II (the next section) in order to prepare their written responses and to understand the information FinCom seeks for the hearing
9. The actual question response template is in Section III.
  - a. Be sure to complete the top section for article #, Title, Sponsor name and email contact information
  - b. Responses should be typed directly in the response field, below the question field.
  - c. The response field will expand as you type.
  - d. Please use 11 or 12 point type
  - e. Use bold, italics and underlines to help focus the reader’s attention to key content.
  - f. Avoid unnecessary formatting and font use
10. Once the Questionnaire is complete the sponsor can:
  - a. Delete Sections I and II entirely and save on Section III. Or, save the entire file and return to Finance Committee to the contact below
  - b. Save the file either as an MSWord document or as an Adobe PDF without any security passwords or restrictions.. The preference is to save in MSWord format.
11. When saving the final version use the following file naming convention: 2017 SATM Response Article (insert your article # without parentheses) Sponsor Name (insert your last name without parentheses) Date Submitted using two digit month, two digit day and four digit year with no spaces, or other punctuation marks.
  - a. Example: 2017 SATM Response Article 28 Hayes 02172017
  - b. This file naming convention makes it easier for the Finance Committee to manage the files from all article sponsors and determine which is the most recent submission from each.

# Warrant Article Questionnaire Citizen Petitions Articles

## Section II - Questions and Additional Prompts

Question	Question	Additional Prompts
1	Provide the article motion exactly as it is intended to be voted on by Town Meeting.	<i>If the motion is long (more than one page) or involves a Zoning By-Law, Natick Home Rule Charter or Natick By-Law change please use additional sheets for the motion and carefully follow the instruction on motions of these types.</i>
2	At a summary level and very clearly, what is the proposed purpose and objective of this Warrant Article and the required Motion?	(Solving a problem through some action, providing new and currently unrealized benefits, extending some tangible existing value to a great level)
3	What does the sponsor gain from a positive action by Town Meeting on the motion?	Does the sponsor, have now or may have in the future, an equity interest; may realize a direct or indirect benefit now or in the future?  What are those interests and/or benefits?
4	Describe with some specificity how the sponsor envisions how: <ul style="list-style-type: none"> <li>• the benefits will be realized</li> <li>• the problem will be solved</li> <li>• the community at large will gain value in the outcome through the accompanied motion</li> </ul>	Why does the sponsor believe the proposed solution is workable and effective?  What is your understanding of who benefits and who pays?  What do you perceive to be the pros and cons of the proposed motion both long-term and short-term?  Has the sponsor done any primary or secondary research on this topic that can be shared?  Are there analogs or benchmarks that can be drawn from other communities or private sector to support the desired outcome?

## Warrant Article Questionnaire Citizen Petitions Articles

5	<p>How does the proposed motion (and implementation) fit with the relevant Town Bylaws, financial and capital plan, comprehensive plan, and community values as well as relevant state laws and regulations?</p>	<p>What is your understanding of the cost implications, both operating and capital, both immediate and long-term to the town?</p> <p>Would this benefit cover gaps or overlap in any way with other Town projects or services?</p>
6	<p>Have you considered and assessed, qualified and quantified the various impacts to the community such as:</p> <ul style="list-style-type: none"> <li>• Town infrastructure (traffic, parking, etc.)</li> <li>• Neighbors (noise, traffic, etc.);</li> <li>• Environment and green issues (energy conservation, pollution, trash, encouraging walking and biking, etc.);</li> </ul>	<p>How does the proposed action fit into the framework of other local efforts currently underway (i.e. Natick Master Plan, Sustainability Initiatives, etc.)? Is state action pending?</p>
7	<p>Who are the critical participants in executing the effort envisioned by the article motion?</p> <p>To this point what efforts have been made to involve those participants who may be accountable, responsible, consulted or just advised/informed on the impacts of executing the motion?</p>	<p>Can a Town Committee or Town Official handle the matter more effectively?</p> <p>Is a vote of Town Meeting as effective as citizens' letters, telephone calls, or petitions in the case of addressing local issues?</p>
8	<p>What steps and communication has the sponsor attempted to assure that:</p> <ul style="list-style-type: none"> <li>• Interested parties were notified in a timely way and had a chance to participate in the process</li> <li>• Appropriate Town Boards &amp; Committees were consulted</li> <li>• Required public hearings were held</li> </ul>	<p>Have the Board of Selectmen, Town Administrator, School Committee and Superintendent, Planning Board or other Town Agency had an opportunity to address the issue before bringing it to Town Meeting?</p> <p>Please provide the details as to which Boards, Committees or Commissions have held hearings, on what dates, how much time was spent by each in the</p>

Warrant Article Questionnaire  
Citizen Petitions Articles

		hearing/meeting period, what was the outcome (vote, deferred, continued, etc.)
9	Why is it required for the Town of Natick AND for the sponsor(s)?	Why now versus at some later date?  Has the problem been carefully defined and analyzed? Have alternative solutions been considered? Is more study required?
10	Since submitting the article petition have you identified issues that weren't initially considered in the development of the proposal?	What are those issues and how do they effect the efficacy of the proposed article
11	What are other towns and communities in the Metro West area, or the Commonwealth of MA doing similar to what your motion seeks to accomplish?	
12	If this Warrant Article is not approved by Town Meeting what are the consequences to the Town and to the sponsor(s)? Please be specific on both financial and other consequences?	

Warrant Article Questionnaire  
Citizen Petitions Articles

Section III – Questions with Response Boxes – To Be Completed By Petition Sponsor

Article #31	Date Form Completed: 2/20/17
Article Title: <b>Sidewalk Snow and Ice Clearing for Safety</b>	
Sponsor Name: <b>Victoria Grafflin, et. al.</b>	Email: <b>vcongraff@hotmail.com</b>

Question	Question
1	Provide the article motion exactly as it is intended to be voted on by the Finance Committee.
Response	<b>Provided as separate attachment</b>
2	At a summary level and very clearly, what is proposed purpose and objective of this Warrant Article and the required Motion?
Response	<p><b>Natick lacks a comprehensive approach to sidewalk snow removal, which places people at risk and discourages walking for people of all ages and abilities. To help ensure pedestrian safety the sponsors seek improved maintenance of snow and ice on public sidewalks through a comprehensive bylaw that includes...</b></p> <ul style="list-style-type: none"> <li><b>1) clarified and expanded Town responsibility;</b></li> <li><b>2) improved public works practices;</b></li> <li><b>3) abutter responsibility for sidewalk snow clearing;</b></li> <li><b>4) a system to request and provide volunteer assistance;</b></li> <li><b>5) waiver authority;</b></li> <li><b>6) phased implementation.</b></li> </ul>
3	What does the sponsor gain from a positive action by Town Meeting on the motion?
Response	<b>Improved safety and access to work, school and community for the sponsor and her family, as for many town residents and visitors.</b>
4	Describe with some specificity how the sponsor envisions how: the benefits will be realized; the problem will be solved; the community at large will gain value in the outcome through the accompanied motion?
Response	<p><b>This is a complex problem, and the solutions proposed by the sponsors will require a gradual change in how the Town conducts snow removal. If Town Meeting agrees that we need to establish standards for winter sidewalk conditions, then the benefits will be realized by striking a balance over time between what we will pay for (by more comprehensive public works services and equipment), and by greater civic responsibility by residents and business owners. In addition, a provision for broad waiver authority by the Board of Selectmen, an appropriate system by which people can render and request assistance for sidewalk snow removal, and a phase-in period will help ensure that we target these efforts where they are needed, and not require of the Town, residents and businesses owners effort and expense that is not warranted by the public objectives of the article.</b></p>

## Warrant Article Questionnaire Citizen Petitions Articles

5	How does the proposed motion (and implementation) fit with the relevant Town Bylaws, financial and capital plan, comprehensive plan, and community values as well as relevant state laws and regulations
Response	<p><b>The proposed bylaw would replace and expand upon the existing Article 50, Section 18 of our Police Regulations. More investment in snow removal equipment and operations may be indicated. Improved walking conditions are suggested by initial input into the comprehensive plan, but it is premature to characterize this as an outcome of the plan. It is consistent with the Town's efforts in recent years to improve walking conditions (capital investment, complete streets, e.g.).</b></p> <p><b>The Town has authority under MGL Chapter 40U, Section 5:</b>  <a href="https://malegislature.gov/Laws/GeneralLaws/PartI/TitleVII/Chapter40U/Section5">https://malegislature.gov/Laws/GeneralLaws/PartI/TitleVII/Chapter40U/Section5</a>  <i>Section 5. A municipality shall by ordinances and by-laws provide for the removal of snow and ice from sidewalks within such portions of the municipality as they consider expedient by the owner of land abutting such sidewalks. Such ordinances and by-laws shall determine the time and manner of removal and shall affix penalties, not exceeding \$200, for each such violation. Such ordinances and by-laws shall be specific as to the width of the area to be cleared and the standards for clearance.</i></p>
6	<p>Have you considered and assessed, qualified and quantified the various impacts to the community such as:</p> <ul style="list-style-type: none"> <li>• Town infrastructure (traffic, parking, etc.)</li> <li>• Neighbors (noise, traffic, etc.);</li> <li>• Environment and green issues (energy conservation, pollution, trash, encouraging walking and biking, etc.);</li> </ul>
Response	<p><b>The proponents of this article have begun discussions with staff departments, particularly DPW and Police, and will seek input from the Community Services department, including the Council on Aging and Commission on Disability; and the School Department. That will aid Town Meeting in qualifying the advantages and disadvantage of this article as a whole and its various sections.</b></p> <p><b>It is important to understand the impacts on the community of the status quo.</b></p>
7	<p>Who are the critical participants in executing the effort envisioned by the article motion?</p> <p>To this point what efforts have been made to involve those participants who may be accountable, responsible, consulted or just advised/informed on the impacts of executing the</p>

# Warrant Article Questionnaire Citizen Petitions Articles

	motion?
Response	<b>DPW and Police are involved with snow removal and enforcement. Administration and these departments are working to develop a response to this proposal and will offer recommendations. The Town's information/communications officer has been involved in proposing improvements to existing communications efforts to promote volunteerism. This will be discussed with the Board of Selectmen before it is brought to the Finance Committee.</b>
8	<p>What steps and communication has the sponsor attempted to assure that:</p> <ul style="list-style-type: none"> <li>• Interested parties were notified in a timely way and had a chance to participate in the process, that</li> <li>• Appropriate town Boards &amp; Committees were consulted</li> <li>• Required public hearings were held</li> </ul>
Response	<b>See answer to Q7</b>
9	Why is it required for the Town of Natick AND for the sponsor(s)?
Response	<b>To ensure that our sidewalks are as accessible as possible. The Town does its residents a disservice by our lack of standards, accountability, communication and enforcement.</b>
10	Since submitting the article petition have you identified issues that weren't initially considered in the development of the proposal?
Response	<b>The motion was developed subsequent to filing the article so that these issues may be incorporated into the motion. Some of these issues may raise questions of scope. In addition, some residents have raised issues of inequity in that not all streets have sidewalks, some have sidewalks on only one side; many sidewalks are not suitable for mechanized snow removal, or are not used under any conditions.</b>
11	What are other towns and communities in the Metro West area, or the Commonwealth of MA doing similar to what your motion seeks to accomplish
Response	<b>We estimate that 96 out of 351 cities and towns in Massachusetts require at least some degree of sidewalk snow removal by residents and/or business owners. Others provide more comprehensive municipal service. This approach is more comprehensive in that it involves municipal services, public participation, volunteerism, and latitude for the Board of Selectmen, the Road Commissioners, as the ultimate authority. Of these 96, about 1/3 have a population greater than Natick, and the balance have fewer residents. This does not in and of itself characterize the communities where sidewalk snow removal is required.</b>

Warrant Article Questionnaire  
Citizen Petitions Articles

<b>12</b>	If this Warrant Article is not approved by Town Meeting what are the consequences to the Town and to the sponsor(s)? Please be specific on both financial and other consequences.
Response	<b>We will remain without clear standards or a commitment by the Town to improving on our current, unsafe conditions. However, this is the first attempt to have Town Meeting address this issue in several years, and it may take some time to get it right.</b>

DRAFT

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**ITEM TITLE:** Renew Memorandum of Understanding with Friends of the Natick Senior Center

**ITEM SUMMARY:**

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
MOU	2/23/2017	Cover Memo

February 13, 2017

TO: Donna Donovan, Senior Executive Assistant

FR: Susan Ramsey, Council on Aging Director

RE: Board of Selectmen Signatures for MOU

+++++

Attached is the 2017 Memorandum of Understanding between the Town and Friends of the Natick Senior- Center as it pertains to the operation of the Lincoln Café at the Community-Senior Center.

The language and requirements are the same as the 2016 agreement with the exception of one item.

Added to section 2.b. Administrative and Operation Requirements is the following language. At least one person per shift shall be Choke Saver certified.

Please let me know when the signatures are complete and I will then obtain the signatures from the Friends organization.

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2017 between the Town of Natick, Massachusetts ("The Town") acting by its Board of Selectmen, with an address of Natick Town Hall, 13 East Central Street, Natick, MA 01760, and the Friends of Natick Senior Center, Inc. ("the Friends"), a Massachusetts corporation with a principal place of business at 117 East Central Street, Natick MA 01760.

### 1. INTRODUCTION

In the interest of supporting programs which improve the nutritional and social well being of Natick residents, in this case principally Natick's elder population, the Town will provide kitchen, dining and office space at the Community-Senior Center to the Friends so that they may run a program entitled "The Lincoln Café." Such space will be provided free of charge.

### 2. ADMINISTRATIVE AND OPERATION REQUIREMENTS

- a. The Friends shall oversee the operation of the Lincoln Café project which will provide healthful, affordable meals to any interested individual.
- b. The Friends shall be responsible for the safe and healthful preparation of lunchtime meals in compliance with all local and state-wide health regulations. All food is to be prepared on-site by Serve Safe trained staff. Program volunteers assisting with preparation shall be supervised at all times by Serve Safe personnel. All individuals participating in the preparation of meals shall have completed Allergen Awareness training. At least one person per shift shall be Choke Saver certified.
- c. Any employee(s) of the Friends shall be fully vetted, compensated and properly classified as regular employee(s) of the Friends. The Friends shall ensure that all required paperwork, withholdings, etc. are in order in compliance with State law.
- d. The Lincoln Café project will share space with many others including but not necessarily limited to: the Home Delivered Meals and Congregate Meals Programs as well as Council on Aging/Senior Center participants who wish to eat their brown bag lunch in the dining room. The Friends shall ensure that the dining room remains an open and welcoming place for all.
- e. The Friends shall operate the Lincoln Café from 11:00 AM – 2:00 PM Monday through Friday, except in the summer when the project will not open on Fridays. The Town recognizes that program preparation will require staff and volunteers to occupy the kitchen and dining room beginning at or around 10:00 AM.
- f. Operating in a public facility, the Lincoln Café project will at times be unable to occupy the dining and kitchen facilities. Such examples would be local, state and federal elections, designated holidays, weather emergencies and the like. Determination of the need to close the café will rest solely with Town of Natick

Director of Community Services ("the Director of Community Services") or his/her designee and is not negotiable.

- g. The Friends shall work cooperatively with Town of Natick Department of Community Services' ("the Department of Community Services") staff for the proper use of any/all space provided for their use. Expansion of Lincoln Café programming which extends hours or increases the use of space requires the express permission of the Department of Community Services staff.
- h. The Friends shall operate the Lincoln Café project within the confines of the Community-Senior Center; a facility under the management of the Department of Community Services. The Director of Community Services and or her/his designee is solely responsible for all decisions regarding the use of such kitchen, dining and office space.

### 3. TERM OF MOU

The term of this MOU shall be one (1) year. The term of this MOU may be extended upon written agreement of the parties. Breach by the Friends of any provision of this MOU which is not cured to the satisfaction of the Town will be basis for termination of this MOU upon written notice from the Town to the Friends.

Either the Town or the Friends may terminate this MOU at any time upon written notice to the other party.

### 4. COMPLIANCE WITH LAW

The Friends shall comply with all provisions of law applicable to its work including without limitation statutes, by-laws, rules, regulations, orders and directives, and including, without limitation the Williams-Steiger Occupational Safety and Health Act of 1970, as amended. This MOU 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.

### 5. DELAYS

Except as specifically set forth in this MOU, neither party shall hold the other responsible or liable for damages or delays in performance caused by acts of God, interruptions in the availability of labor, or other events beyond the control of the other party, or that could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include unusually severe weather, floods, epidemics, wars, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, and project site conditions. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties arising and to resume as soon as reasonably possible the normal pursuit of the services for the Project.

### 6. INSURANCE

The Friends shall provide and maintain throughout the term of this MOU and any extension or renewal thereof workers' compensation insurance as required by Massachusetts law and employer's liability insurance in the amount of Five Hundred Thousand Dollars/Five Hundred Thousand Dollars/Five Hundred Thousand Dollars (\$500,000/ \$500,000/\$500,000) and commercial general liability insurance in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) general aggregate.

All certificates and policies shall contain the following provision:

"Notwithstanding any other provision herein, should any of the above policies be cancelled or materially amended before the expiration date thereof, the issuing company will mail thirty (30) days prior written notice to the named certificate holder and to the Natick Town Administrator, Natick Town Hall, 13 East Central Street, Natick, MA 01760 before such cancellation or amendment shall take place".

The Town shall be named as an additional insured on each such policy of insurance. The Friends shall provide to the Town at the time of execution of this MOU an endorsement to each applicable policy of insurance which confirms that the Town of Natick has been named as an additional insured on each such policy.

No insurance shall be obtained from an insurer which:

- a. is not licensed to transact business or sell insurance in Massachusetts; or
- b. is not authorized to provide insurance as an excess or surplus lines insurer in Massachusetts, and does not have a current Best's rating of A or better.

Failure to provide and continue in force such insurance shall be deemed a material breach of this MOU and shall be grounds for immediate termination thereof, at the discretion of, and upon written notice from, the Natick Board of Selectmen.

## 7. INDEMNIFICATION

The Friends shall compensate the Town of Natick for all damages to the Town property of any nature arising out of the Friends work. The Friends 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, including without limitation consequential damages, attorney's fees, collection fees and interest arising out of or resulting directly or indirectly from the services to be performed pursuant to this MOU, provided that any such claim, cause of action, suit, cost, demand, damage or liability, (1) in any way grows out of bodily injury, sickness, disease or death, or injury to or destruction of tangible property, which (2) is caused in whole or in part by any act or omission of the Friends, anyone directly or indirectly employed by any of them or anyone

for whose acts or omissions any of them may be liable. Said costs shall include without limitation reasonable legal costs, collection fees and counsel fees incurred in defending any claim or suit that may be brought against the Town and any judgment that may be obtained in any such claim or suit. At the written request of the Town the Friends shall, at its own expense, defend the Town in any claim, action or suit that may be instituted by reason of any such misconduct, act, omission, infringement or use.

8. INDEPENDENT CONTRACTOR STATUS

The Friends shall provide services under this MOU as an independent contractor with the Town and not as an employee of the Town. No employee, agent or representative of the Friends shall be entitled to receive any benefits of employment with the Town, including without limitation salary, overtime, vacation pay, holiday pay, sick leave, health insurance, life insurance, pension or deferred compensation.

9. USE OF ALCOHOL AND CONTROLLED SUBSTANCES PROHIBITED

The Friends hereby acknowledge that the use of alcoholic beverages, narcotics, and mood altering substances, except under current valid, legal prescriptions, by any officer, employee, agent, or representative of the Friends is prohibited on Town property which is the subject matter of this MOU and during all hours of work under this MOU. If any officer, employee, agent, or representative of the Friends violates the foregoing provision, the Town shall have the right to order that such officer, employee, agent, or representative of the Friends shall not be permitted to return to work on this MOU. Under such circumstances, the Friends shall promptly remove the subject officer, employee, agent, or representative from the job site and shall not permit the subject officer, employee, agent, or representative to perform further work in conjunction with this MOU.

10. NO SMOKING

Pursuant to Massachusetts General Laws (M.G.L.) c.270, §22, the Commonwealth of Massachusetts Smokefree Workplace Law, the Friends, its officers, employees, agents, and representatives shall refrain from smoking and from using tobacco products in any public building in the Town.

11. CRIMINAL BACKGROUND SCREENING

No employee or volunteer of the Friends shall perform services under this MOU unless such employee or volunteer passed a criminal background screen conducted by or on behalf of the Town. In the event that any employee or volunteer refuses to permit such criminal background screen to be performed, the Friends shall not assign such employee or volunteer to perform services for the Friends, and such employee or volunteer shall not be authorized to perform services for the Friends.

12. NOTICES

Except as otherwise provided in this MOU all notices required or permitted to be given hereunder shall be in writing and shall be delivered by certified mail or registered mail, return receipt requested, to the parties at the following address or such other address or addresses as to which a party shall have notified the other party in accordance with this Section 12.

If to the Town:                      Natick Town Administrator  
Natick Town Hall  
13 East Central Street  
Natick, MA 01760

With copies to:                      John P. Flynn, Esq.  
Murphy, Hesse, Toomey & Lehan, LLP  
300 Crown Colony Drive, Suite 410  
Quincy, MA 02169

If to the Friends:                      President  
Friends of Natick Senior Center, Inc.  
117 East Central Street  
Natick, MA 01760

### 13. MISCELLANEOUS PROVISIONS

- a. No action or failure to act by the Town shall constitute a waiver of a right or duty afforded to the Town under this MOU, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing by the parties. No forbearance or indulgence in any form or manner by the Town shall be construed as a waiver or in any way limit the legal or equitable remedies available to the Town. No waiver by the Town of any default or breach by the Friends shall constitute a waiver of any subsequent default or breach.
- b. The Friends acknowledge that it has not been influenced to enter into this MOU, nor have the Friends relied upon any warranties or representations not set forth in this MOU.
- c. The Friends shall not represent or purport to represent that it speaks for the Town vis-à-vis the media or the public at-large without the Town's express, written consent in advance.
- d. Prior to commencing services under this MOU, the Friends shall furnish the Town, in writing, the names, addresses and telephone numbers of not fewer than two (2) principal officers, employees or representatives of its business who are to be contacted in the event of an after-hours emergency.

- e. By entering into this MOU, the Friends certifies under the penalties of perjury, pursuant to M.G.L. c.62C, Section 49A(b), that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and contractors, and to withholding and remitting child support.
- f. The Friends understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Friends with respect to the services required to be provided under this MOU. The Friends 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.
- g. The Friends shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence 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 or volunteer service; employment upgrading; transfer; demotion; layoff; and termination. The Friends shall take affirmative actions to insure that applicants are employed, and that employees and volunteers are treated during their employment without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.
- h. The Friends shall not assign or subcontract in whole or in part this MOU or in any way transfer any interest in this MOU without the prior express written approval of the Town.
- i. This MOU may be amended only by written consent of the parties.
- j. This MOU constitutes the entire agreement of the parties and any other agreement, written or oral, that may exist is excluded from this MOU. When executed, this MOU supersedes any other agreement of any of the parties in connection with the transaction contemplated.
- k. If any provision, or portion thereof, of this MOU shall be adjudged to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction the remaining provisions shall continue in effect to the extent permitted by law.

- l. The provisions of this MOU shall be binding upon and inure to the benefit of the heirs, assigns and successors in interest of the parties.
- m. This MOU shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, regardless of choice of law issues or principles.
- n. This MOU is executed in duplicate as a sealed instrument.

The Town of Natick, Massachusetts  
by: The Natick Board of Selectmen

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Richard P. Jennett, Jr., Chairman

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Nicholas S. Mabardy, Vice Chairman

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Jonathan Freedman, Clerk

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John Connolly, Member

---

Susan Salamoff, Member

Friends of Natick Senior Center, Inc.  
by:

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Signature  
Judith D'Antonio, President

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Signature  
Edna Glass, Vice President

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Signature  
Jerry Pierce, Treasurer

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Signature  
Elizabeth Rosa, Clerk

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**ITEM TITLE:** Update Regarding ABCC License Suspension of Total Wine Spirits Beer & More

**ITEM SUMMARY:**

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Memo - M. White	2/23/2017	Cover Memo
Notice of Suspension	2/23/2017	Cover Memo
Appeal/Stay	2/27/2017	Cover Memo
Metrowest Daily News Article RE Appeal	2/23/2017	Cover Memo



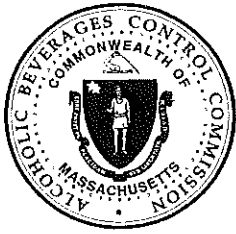
# Town of Natick

## Town Administrator's Office

**TO:** BOARD OF SELECTMEN  
**FROM:** MARTHA WHITE, TOWN ADMINISTRATOR  
**SUBJECT:** TOTAL WINE, SPIRITS BEER & MORE APPEAL OF ABCC DECISION  
**DATE:** 2/22/2017

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As indicated in the attached news story, Total Wine, Spirits, Beer and More has appealed the ABCC's suspension of their license due to alleged sale of alcohol below wholesale prices. The Board had expressed some interest in conducting their own hearing on this matter; I would suggest we wait until the outcome of the appeal.



*The Commonwealth of Massachusetts*  
*Department of the State Treasurer*  
*Alcoholic Beverages Control Commission*  
*Boston, Massachusetts 02114*

*Deborah B. Goldberg*  
*Treasurer and Receiver General*

*Kim J. Gainsboro, Esq.*  
*Chairman*

NOTICE OF SUSPENSION

January 18, 2017

RECEIVED

**MASSACHUSETTS FINE WINES & SPIRITS**  
**D/B/A TOTAL WINE & MORE**  
**321 SPEEN STREET**  
**NATICK, MA 01760**  
**VIOLATION DATE: 5/1/2016-6/30/16**  
**HEARD: 12/7/2016**

JAN 23 2017

BOARD OF SELECTMEN  
NATICK, MA

After a hearing on December 7, 2016, the Commission finds Massachusetts Fine Wines & Spirits d/b/a Total Wine & More violated 204 CMR 2.04 (1): "No holder of a license issued under M.G.L. c. 138, § 15 shall sell or offer to sell any alcoholic beverages at a price less than invoiced cost. Cost is defined as net cost appearing on the invoice for said alcoholic beverage."

Therefore the Commission suspends the license for a period of eleven (11) days of which three (3) days will be served, and eight (8) days will be held in abeyance for a period of two (2) years, provided no further violations of Chapter 138 or Commission Regulations occur. This suspension shall run concurrently with the suspension issued in the Commission's decision of this date for the violation occurring in November and December 2015.

The suspension shall commence on Wednesday, March 22, 2017 and terminate on Friday, March 24, 2017. The license will be delivered to the Local Licensing Board or its designee on Wednesday, March 22, 2017 at 9:00 A.M. It will be returned to the licensee on Saturday, March 25, 2017.

You are advised that pursuant to the provisions of M.G.L. c.138 §23, you may petition the Commission to accept an offer in compromise in lieu of suspension within twenty (20) calendar days following such notice of such suspension. If accepted, you may pay a fine using the enclosed form which must be signed by the Licensee and a Massachusetts Licensed Accountant.

You are advised that you have the right to appeal this decision under M.G.L. c. 30A to Superior Court within thirty (30) days upon receipt of this notice.

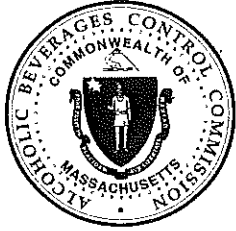
## ALCOHOLIC BEVERAGES CONTROL COMMISSION



Kim S. Gainsboro  
Chairman

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这份文件是重要的，应立即进行翻译。

cc: Local Licensing Board  
Frederick G. Mahony, Chief Investigator  
Rose Bailey, Investigator  
Thomas R. Kiley, Esq. via facsimile 617-330-8774  
Administration, File



*The Commonwealth of Massachusetts*  
*Department of the State Treasurer*  
*Alcoholic Beverages Control Commission*  
*Boston, Massachusetts 02114*

*Deborah B. Goldberg*  
*Treasurer and Receiver General*

*Kim J. Gainsboro, Esq.*  
*Chairman*

**DECISION**

**MASSACHUSETTS FINE WINES & SPIRITS**  
**D/B/A TOTAL WINE & MORE**  
**321 SPEEN STREET**  
**NATICK, MA 01760**  
**VIOLATION DATE: 5/1/2016-6/30/16**  
**HEARD: 12/7/2016**

Massachusetts Fine Wines & Spirits d/b/a Total Wine & More (the "Licensee") holds an alcohol license issued pursuant to M.G.L. c. 138, § 15. The Alcoholic Beverages Control Commission (the "Commission") held a hearing on Wednesday, December 7, 2016, regarding an alleged violation, occurring during the months of May and June 2016, of 204 CMR 2.04 (1): "No holder of a license issued under M.G.L. c. 138, § 15 shall sell or offer to sell any alcoholic beverages at a price less than invoiced cost. Cost is defined as net cost appearing on the invoice for said alcoholic beverage."

The following documents are in evidence:

1. Investigative Report;
  2. Cost Detail by Invoice Spreadsheet;
  3. Spreadsheet and Invoices from Horizon and Martignetti;
- 
- A. Licensee's Hearing Memorandum;
  - B. Natick #2 Invoice/Pricing Package; and
  - C. Email from Dave Brennan with attached photographs.

There is one (1) audio recording of this hearing.

The Commission took Administrative Notice of the Licensee's record. The parties requested that their legal arguments and the evidence presented at the other two similar violation hearings of December 7, 2016 involving the Licensee be considered by the Commission in its determination of the instant violation. The Commission granted that request and has taken Administrative Notice of them.

## FINDINGS OF FACT

1. During the months of May and June 2016, the Commission received multiple complaints that the Licensee was selling specific alcoholic beverages at a price less than invoiced cost. The subject alcoholic beverages were: Smirnoff 1.75 liter, Bacardi 1.75 liter, Dewars 1.75 liter, Skyy Vodka 1.75 liter, New Amsterdam 1.75 liter, Captain Morgan 1.75 liter and Absolut Vodka 1.75 liter. (Exhibit 1; Testimony)
2. Commission Investigator Rosemary Egan-Bailey, who was assigned to this matter, contacted the Licensee's attorney Trish Farnsworth and requested invoices for the months of May and June 2016 from all wholesalers in which the specific alcoholic beverages had been purchased as well as the cost sold at retail for the same. (Exhibit 1; Testimony)
3. Investigator Bailey received the requested information, namely invoices from the Horizon Beverage Company and the Martignetti Companies. (Exhibit 1; Testimony)
4. The invoices and other documentation reflect the following. (Exhibits 1-3; Testimony)
  - a. For Smirnoff 1.75 liter, Wholesaler Martignetti Companies:

Date	Invoice #	# of cases	\$/case	\$/bottle	Prompt payment discount 1%	Retail price
6/1/16	094660750	80	\$119.96	\$19.99	\$19.79	\$16.99
6/29/16	094707016	80	\$119.96	\$19.99	\$19.79	\$16.99

- b. For Bacardi 1.75 liter, Wholesaler Horizon Beverage Company:

Date	Invoice #	# of cases	\$/case	\$/bottle	Prompt payment discount 1%	Retail price
5/11/16	273644	60	119.94	\$19.99	\$19.79	\$17.99
5/17/16	276854	60	119.94	\$19.99	\$19.79	\$17.99
6/24/16	304178	60	119.94	\$19.99	\$19.79	\$17.99

- c. For Dewars 1.75 liter, Wholesaler Horizon Beverage Company:

Date	Invoice #	# of cases	\$/case	\$/bottle	Prompt payment discount 1%	Retail price
5/27/16	285362	45	\$179.94	\$29.99	\$29.69	\$27.99
6/24/16	304178	45	\$179.94	\$29.99	\$29.69	\$27.99

d. For Skyy Vodka 1.75 liter, Wholesaler Horizon Beverage Company:

Date	Invoice #	# of cases	\$/case	\$/bottle	Prompt payment discount 1%	Retail price
5/11/16	273644	55	\$110.94	\$18.49	\$18.31	\$16.99
5/13/16	275764	1	\$110.94	\$18.49	\$18.31	\$16.99
6/2/16	288681	48	\$110.94	\$18.49	\$18.31	\$16.99
6/24/16	304178	48	\$110.94	\$18.49	\$18.31	\$16.99

e. For New Amsterdam Vodka 1.75 liter, Wholesaler Martignetti Companies:

Date	Invoice #	# of cases	\$/case	\$/bottle	Prompt payment discount 1%	Retail price
5/6/16	012731403	5	\$107.94	\$17.99	\$17.81	\$13.99
6/22/16	012785686	80	\$107.94	\$17.99	\$17.81	\$13.99

f. For Captain Morgan's Spiced Rum 1.75 liter, Wholesaler Martignetti Companies:

Date	Invoice #	# of cases	\$/case	\$/bottle	Prompt payment discount 1%	Retail price
5/4/16	094617315	71	\$126.55	\$21.09	\$20.88	\$19.99
5/25/16	094651389	72	\$126.55	\$21.09	\$20.88	\$19.99
6/8/16	094673481	69	\$126.55	\$21.09	\$20.88	\$19.99

g. For Absolut Vodka 1.75 liter, Wholesaler Martignetti Companies:

Date	Invoice #	# of cases	\$/case	\$/bottle	Prompt payment discount 1%	Retail price
5/11/16	094630311	45	\$155.94	\$25.99	\$25.73	\$24.99
6/24/16	094101010	68	\$155.94	\$25.99	\$25.73	\$24.99

- After the wholesalers delivered the products to the Licensee, the wholesalers issued the Licensee credit adjustments based on case accumulation discounts they offered.

(Testimony; Exhibits 1, 2, B) For instance, on June 28, 2016, Horizon Beverage Company issued a credit adjustment to the Licensee of \$5,520 for Bacardi 1.75 liter and \$3,852 for Dewars 1.75 liter. (Exhibit B) On July 28, 2016, Horizon Beverage Company issued Licensee a credit adjustment of \$1,345.50 for Skyy Vodka. (Exhibit B)

6. The Licensee applied the case accumulation discounts to the retail prices before the suppliers sent the Licensee the credit adjustment invoices. (Testimony; Exhibits 1, B)
7. The Licensee is invoiced at the time of purchase, and payment by the Licensee to the supplier occurs at the time of delivery. (Testimony) However, the supplier does not invoice any accumulation discounts to the Licensee until sometime after the Licensee receives the product. (Testimony) The Licensee has no control over when the supplier will issue the accumulation discount. (Testimony)
8. It is standard practice in the industry for retailers to not take credit adjustments until after they have received the invoice reflecting the credit adjustment. (Testimony)

### DISCUSSION

Licenses to sell alcoholic beverages are a special privilege subject to public regulation and control, Connolly v. Alcoholic Beverages Control Comm'n., 334 Mass. 613, 619 (1956), for which States have especially wide latitude pursuant to the Twenty-First Amendment to the United States Constitution. Opinion of the Justices, 368 Mass. 857, 861 (1975). The procedure for the issuance of licenses and required conduct of licensees who sell alcoholic beverages is set out in Chapter 138.

Chapter 138 gives the Commission the authority to grant, revoke and suspend licenses. Chapter 138 was "enacted . . . to serve the public need and . . . to protect the common good." M.G.L. c. 138, § 23. "[T]he purpose of discipline is not retribution, but the protection of the public." Arthurs v. Bd. of Registration in Medicine, 383 Mass. 299, 317 (1981) (emphasis supplied). The Commission is given "comprehensive powers of supervision over licensees." Connolly, 334 Mass. at 617.

Every violation the Commission finds must be based on substantial evidence. See Embers of Salisbury, Inc. v. Alcoholic Beverages Control Comm'n., 401 Mass. 526, 528 (1988). "Substantial evidence" is "such evidence as a reasonable mind might accept as adequate to support a conclusion." Id. Evidence from which a rational mind might draw the desired inference is not enough. See Blue Cross and Blue Shield of Mass. Inc., v. Comm'r of Ins., 420 Mass 707, 710 (1995). Disbelief of any particular evidence does not constitute substantial evidence to the contrary. New Boston Garden Corp. v. Bd. of Assessor of Boston, 383 Mass. 456, 467 (1981).

The Licensee is charged with a violation of 204 CMR 2.04 (1), which provides that "[n]o holder of a license issued under M.G.L. c. 138, § 15 shall sell or offer to sell any alcoholic beverages at a price less than invoiced cost. Cost is defined as net cost appearing on the invoice for said alcoholic beverage. Use of any device, promotion or scheme which results in the sale of alcoholic beverages at less than invoiced cost is prohibited."

The Licensee argues that it did not violate the regulation because the subsequently issued invoices reflecting the accumulated discounts relate back to and are inextricably intertwined with the initial invoices. (Exhibit A) The Licensee urges that it earned each of its discounts by purchasing the

required number of cases before setting its retail price and before offering the products for sale to consumers. (Exhibit A) However, the regulation does not speak to discounts earned or invoices relating back to original invoices. Instead, the regulation focuses on the "invoiced cost" and the "net cost appearing on the invoice." 204 CMR 2.04 (1).

The Commission interprets "invoiced cost" in the regulation to be the actual cost to the § 15 retailer of the alcoholic beverages as printed on the invoice issued by a supplier to the § 15 retailer at the time of purchase of the alcoholic beverages. It follows that any offers that do not appear on the invoice issued for the alcoholic beverages being purchased cannot be used in calculating the invoiced cost.

The Commission has considered the Licensee's other arguments, including those detailed in its legal memorandum marked as Exhibit A, and finds them unconvincing. For instance, in considering the subject regulation, the Commission will not look to former, unrelated regulations that were invalidated. Likewise, focusing on the price discrimination statute, M.G.L. c. 138, § 25, is inapposite here. Furthermore, the Commission is unpersuaded that it should look to contract law between the Licensee and the supplier and consider when the Licensee earned the cumulative discount. Moreover, 204 CMR 2.04 (1) is wholly enforceable and does not violate the Sherman Act. Finally, the Commission's enforcement of 204 CMR 2.04 (1) as articulated in this decision does not violate the Licensee's due process rights.

For all of the subject products, namely Smirnoff 1.75 liter, Bacardi 1.75 liter, Dewars 1.75 liter, Skyy Vodka 1.75 liter, New Amsterdam 1.75 liter, Captain Morgan 1.75 liter and Absolut Vodka 1.75 liter, the Licensee sold the bottles at prices less than the costs appearing on the original invoices before the wholesalers issued subsequent invoices reflecting credit adjustments.

### CONCLUSION

Based on the evidence, the Commission finds the Licensee violated 204 CMR 2.04 (1): "No holder of a license issued under M.G.L. c. 138, § 15 shall sell or offer to sell any alcoholic beverages at a price less than invoiced cost. Cost is defined as net cost appearing on the invoice for said alcoholic beverage." Therefore the Commission **suspends the license for a period of eleven (11) days of which three (3) days will be served, and eight (8) days will be held in abeyance for a period of two (2) years, provided no further violations of Chapter 138 or Commission Regulations occur. This suspension shall run concurrently with the suspension issued in the Commission's decision of this date for the violation occurring in November and December 2015. See In re: Massachusetts Fine Wines & Spirits d/b/a Total Wine & More, Natick (ABCC decision dated January 18, 2017 for violation of 204 CMR 2.04 (1), violation dates 11/1/15-12/31/15).**

**ALCOHOLIC BEVERAGES CONTROL COMMISSION**

Elizabeth A. Lashway, Commissioner

*Elizabeth A Lashway*

Kathleen McNally, Commissioner

*Kathleen McNally*

Dated: January 18, 2017

You have the right to appeal this decision to the Superior Courts under the provisions of Chapter 30A of the Massachusetts General Laws within thirty (30) days of receipt of this decision.

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cc: Local Licensing Board  
Frederick G. Mahony, Chief Investigator  
Rose Bailey, Investigator  
Thomas R. Kiley, Esq. via facsimile 617-330-8774  
Administration, File

**COMMONWEALTH OF MASSACHUSETTS**

**SUFFOLK, ss.**

**SUPERIOR COURT  
CIVIL ACTION  
NO. 17-3132-C**

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**MASSACHUSETTS FINE WINES & SPIRITS, LLC  
d/b/a TOTAL WINE & MORE,  
Plaintiff,  
vs.**

**ALCOHOLIC BEVERAGES CONTROL COMMISSION  
Defendant.**

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**MEMORANDUM OF DECISION AND ORDER ON  
PLAINTIFF’S MOTION FOR STAY OF SUSPENSION**

The plaintiff Massachusetts Fine Wines & Spirits, LLC d/b/a/ Total Wines & More (“Total Wine”) is appealing three adjudicatory decisions, all dated January 18, 2017 (“Decisions”) of the Alcoholic Beverages Control Commission (“ABCC”) under G. L. c. 30A, § 14.<sup>1</sup> When Total Wine filed this appeal on January 30, 2017, it also filed “Plaintiff’s Emergency Motion to Stay Suspension of Liquor License Pending Judicial Review” (“Motion”). After a hearing on the Motion on February 3, 2017, at which the Court heard from both parties, the Court **ALLOWS THE MOTION WITH CONDITIONS** for the reasons set forth below.

**BACKGROUND**

Total Wine operates two retail liquor stores pursuant to licenses granted under G. L. c. 138, § 15 for sale of alcoholic beverages to be consumed off-premises. Total Wine

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<sup>1</sup> Total Wines also seeks declaratory relief under G.L. c. 231A invalidating the ABCC regulation and interpretation involved in this case.

opened its store at 321 Speen Street, Natick (“Natick Store”) in November 2015. It opened a store at 1 Mystic View Road, Everett (“Everett Store”) in May 2016.

From November 1, 2015 to December 31, 2015 and May 11, 2016 to June 30, 2016, the Natick Store sold alcohol at prices less than the cost displayed on the first invoice issued by the distributor to the retailer. The same practice occurred at the Everett store from May 1, 2016 through June 30, 2016. In both cases, Total Wines later received credits for volume discounts available to all retailers who purchase sufficient quantity, known as Cumulative Quantity Discounts (“CQDs”). It did so after purchasing enough product to earn entitlement to the CQDs. At the time of the ABCC’s investigation at both stores in May and June 2016, Total Wine could not produce a credit invoice upon request by the investigator. The credit invoices do not reference the original invoices, making it unclear whether the credit was applied to the original sale, or whether Total Wine will receive a credit for future purchases.

The investigation led to administrative charges against Total Wines for violation of 204 Code Mass. Regs. § 2.04(1), which reads:

(1) No holder of a license issued under M.G.L. c. 138, § 15 shall sell or offer to sell any alcoholic beverages at a price less than invoiced cost. Cost is defined as net cost appearing on the invoice for said alcoholic beverage. The use of any device, promotion or scheme which results in the sale of alcoholic beverages at less than invoiced cost is prohibited.

The Decision interprets “invoiced cost” as referring to the first invoice issued for the product, although at oral argument the ABCC agreed that an amended invoice could also qualify as “the invoice for said alcoholic beverage.” There is no amended invoice in this case. The ABCC had not previously brought such a proceeding against any retailer on the theory that any credit had to be reflected on the retailer’s first invoice in order to be

considered part of “the invoice” under § 2.04(1). After adjudicatory hearings, the ABCC imposed an 11-day suspension at the Natick store, with 3 days to be served and 8 days suspended, starting on March 22, 2017, as well as an 8-day suspension for the Everett store, with 2 days to be served (6 days suspended) starting on March 15, 2017.

## DISCUSSION

### **I.**

The Court has the power to stay an agency decision pending judicial review, “upon such terms as it considers proper.” G. L. c. 30A, § 14(e). It applies the same standard to a motion to stay an agency decision that the Court would apply to motion to stay court proceedings pending appeal, namely consideration of the “likelihood of success on appeal, and irreparable harm such that the balance of hardships cuts in favor of a stay.”

Care and Protection of Patience, 81 Mass. App. Ct. 1137 (2012) (Rule 1:28 Decision).

The factors regulating the issuance of a stay are: (1) whether the stay applicant has made a strong showing that he is likely to succeed on the merits; (2) whether the stay applicant will be irreparably injured absent a stay; (3) whether issuance of the stay will substantially injure the other parties interested in the proceedings; and (4) where the public interest lies. Hilton v. Braunskill, 481 U.S. 770, 776 (1987); Board of Education v. Boston, 386 Mass. 103, 107 n.7 (1982). “One ... is not entitled to seek [injunctive] relief unless the apprehended danger is so near as at least to be reasonably imminent.” Shaw v. Harding, 306 Mass. 441, 449-50 (1940).

A party seeking to enjoin governmental action must also ordinarily show that “the relief sought will [not] adversely affect the public.” Tri-Nel Mgt. v. Bd. of Health of

Barnstable, 433 Mass. 217, 219 (2001), citing Commonwealth v. Mass CRINC, 392 Mass. 79, 89 (1984).

## II.

Though the issue is complex, the Court ultimately concludes that Total Wines has a substantial likelihood of success on the merits.

Under Section 14(7) of G. L. c. 30A, this Court has limited powers to review the ABCC's decision. It may reverse, remand, or modify an agency decision if the substantial rights of any party may have been prejudiced because the agency decision is based on an error of law or on unlawful procedure, is arbitrary and capricious or unwarranted by facts found by the agency, or is unsupported by substantial evidence. G. L. c. 30A, § 14(7)(c)-(g). The appealing party bears the burden of demonstrating the invalidity of the agency decision. See Bagley v. Contributory Ret. Appeal Bd., 397 Mass. 255, 258 (1986).

This case turns on interpretation of the phrase "invoiced cost" in § 2.04(1). The regulation expressly defines "cost" as "net cost appearing on the invoice for said alcoholic beverage." Reference to "the invoice," in the singular may reasonably be taken to mean that there must be one invoice showing the initial price and the discount. The Commission found Total Wines in violation of the regulation because the first invoice did not reflect the retailer's claimed final price. There was in fact no invoice that reflected the claimed final price. At least as a matter of administrative convenience, and as a means to avoid ambiguous or confusing schemes that obscure the net price of any particular bottle of liquor, the requirement of a single invoice may be reasonable as an initial matter.

Total Wines points out that the regulation refers to the “net cost.” The Court preliminarily agrees that this means that the retail price may reflect discounts, deductions or credits. See, e.g., M.H. Gordon & Son, Inc. v. Alcoholic Beverages Control, 371 Mass. 584, 591 (1976); (“‘Price’ means the actual amount paid to the supplier for goods furnished to the buyer.”); G.L. c. 138, § 25D(d) (calculation of price accounts for “all discounts . . . and all rebates.”) That does not, however, necessarily imply that the regulation contemplates considering those matters, if not reflected on a single invoice.

Purely as a matter of construction of the regulatory text, without more, the ABCC’s approach is very likely to prevail. Not only does it faithfully interpret the plain meaning of the words, but “considerable deference is due” ABCC’s construction of its own regulations. See Town of Brookline v. Commissioner of DEQE, 398 Mass. 404, 411 (1986); Boston Preservation Alliance, Inc. v. Sec’y of Env. Affairs, 396 Mass. 489, 495 (1986) (EOEA interpretation of MEPA regulations). Since there is no argument about the facts, or the existence of substantial evidence to support the ABCC’s findings, a ruling that the agency applied a reasonable and appropriate interpretation of the regulation initially appears to undercut Total Wines’ assertion that it is likely to succeed.

Recognizing this challenge, Total Wines attacks two fundamental bases for ABCC’s approach. First, it calls into question the ABCC’s use of a suspension proceeding to announce its interpretation for the first time. It also challenges the validity of the regulation itself – or at least the lawfulness of the construction that ABCC has placed on the regulatory language.

It is indeed troubling that the Commission seeks to impose its interpretation of § 2.04 for the first time in a proceeding that imposes a penalty upon Total Wines. Advance

notice of rules is an essential aspect of due process, at least when the government seeks to punish. Cf. Commonwealth v. McGhee, 472 Mass. 405, 414 (2015) (“Penal statutes must define the criminal offense with sufficient definitiveness that ordinary people can understand what conduct is prohibited.”) (quotation marks and citations omitted). At least some of the punished conduct in this case occurred before the ABCC announced its interpretation – and all of it presumably occurred before the Decision adopted this interpretation as the agency position. While this argument was developed more at oral argument than in the briefing, Total Wines has some likelihood of success in challenging the non-suspended portions of the suspension on this basis.

Total Wines’ second challenge raises more complex and fundamental issues. It is true that the ABCC has “general supervision of the conduct of the business of . . . selling alcoholic beverages.” G.L. c. 10, § 71. See Howard Johnson Co. v. Alcoholic Beverages Control Commission, 24 Mass. App. Ct. 487, 491 (1987). The ABCC also has “comprehensive powers of supervision over licensees.” Id. See also Cellarmaster Wines of Massachusetts, Inc. v. Alcoholic Beverages Control Commission, 27 Mass. App. Ct. 25, 27 (1989). While Total Wines cites G. L. c. 138, § 24 for the proposition that the ABCC has the power to regulate maximum prices, but not minimum prices, that same section gives the ABCC much broader authority to adopt regulations “for clarifying, carrying out, enforcing and preventing violation of, all and any of [c. 138’s] provisions for inspection of the premises and method of carrying on the business of any licensee . . . [and] for the properly and orderly conduct of the licensed business.” When, as here an agency has broad statutory authority, it “has a wide range of discretion in establishing the parameters of its authority pursuant to the enabling legislation.” Levy v. Board of

Registration and Discipline in Medicine, 378 Mass. 519, 524 (1979); Casa Loma v. Alcoholic Beverages Control Commission, 377 Mass. 231, 235 (1979). Here, the statute does not determine the questions in this case with certainty. The ABCC's interpretation of these broad words is not arbitrary or unreasonable.<sup>2</sup>

Since G.L. c. 138, §25C prohibits sale “at a price less than the minimum consumer resale price then in effect,” it is reasonable for the ABCC to adopt regulations to police violations, which is closely, if not inextricably, linked to sales below new cost – exactly what §2.04 addresses. General supervision of the alcoholic beverages industry may also reasonably include prohibition against predatory pricing – the practice of selling temporarily below cost for the purpose of driving competitors out of the market. Moreover, there may be other justifications. The regulation at issue is one of four paragraphs appearing in 204 Code Mass. Regs. § 2.04, entitled “Sales.” Total Wines focuses upon the economic and competitive features of the regulation, but, like other

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<sup>2</sup> The Supreme Judicial Court recently elaborated:

We review the validity of a policy adopted by an agency charged with implementing and enforcing State statutes under the same two-part framework used to determine whether regulations promulgated by an agency are valid. Franklin Office Park Realty Corp. v. Commissioner of the Dep't of Env'tl. Protection, 466 Mass. 454, 459-460 (2013). First, we employ “the conventional tools of statutory interpretation” to determine “whether the Legislature has spoken with certainty on the topic in question.” Goldberg v. Board of Health of Granby, 444 Mass. 627, 632-633 (2005). Where the court determines that a statute is unambiguous, we will reject any agency interpretation that does not give effect to the Legislative intent. Franklin Office Park Realty Corp., *supra* at 460.

If we conclude that “the Legislature has not directly addressed the issue and the statute is capable of more than one rational interpretation, we proceed to determine whether the agency's interpretation may be reconciled with the governing legislation” (quotation and citation omitted). Biogen IDEC MA, Inc. v. Treasurer & Receiver Gen., 454 Mass. 174, 187 (2009). We defer to the agency's interpretation insofar as it is reasonable. Franklin Office Park Realty Corp., 466 Mass. at 460. Statutory interpretation, however, is ultimately the duty of the courts, and the “principle of according weight to an agency's discretion . . . is one of deference, not abdication, and this court will not hesitate to overrule agency interpretations of statutes or rules when those interpretations are arbitrary or unreasonable” (quotations and citation omitted). Moot v. Department of Env'tl. Protection, 448 Mass. 340, 346 (2007), S.C., 456 Mass. 309 (2010).

ENGIE Gas & LNG LLC v. Department of Public Utilities, 475 Mass. 191, 197-198 (2016).

parts of § 2.04, the overall prohibition upon below-cost pricing and promotions in § 2.04(1) arguably promotes temperance.

Still, ABCC's interpretation in this case makes § 2.04 somewhat of a blunt instrument. There is no below-cost sale, and no predatory pricing if the ultimate cost to the retailer does not exceed net cost on all applicable invoices. To limit consideration to the first-issued invoice ignores that fact. The ABCC's approach is therefore overbroad. Moreover, the agency's Decisions in this case, if continued as agency policy, have a significant anti-consumer feature. They guarantee that no consumer will benefit from lower prices – i.e. passing along volume discounts to the consumer -- until the distributor issues a single (perhaps amended) invoice reflecting all discounts. That amended invoice may never appear, because a distributor often may have no reason to issue one.

These policy considerations are not for judicial consideration in the usual case, because the agency has authority to resolve them as long as it acts rationally. The rational basis test for economic regulation is among the most lenient known to administrative law. See above, p. 6 n. 2. At this point, it does not appear that Total Wines has a likelihood of success under the rational basis test. Only if grounds exist for more searching judicial inquiry does the likelihood of success shift in its favor.

Antitrust preemption accomplishes that shift, at least for purposes of a stay. See 324 Liquor Corp. v. Duffy, 479 U.S. 335, 341-42 (1987) (In certain circumstances, federal anti-trust statutes preempt state liquor regulation); California Retail Liquor Dealers Assn. v. Midcal Aluminum, Inc., 445 U.S. 97 (1980) (same). Preemption turns not only on federal statutes, but also upon the Supremacy Clause of the United States Constitution, Article VI. If possible, 2.04 must be construed to avoid constitutional conflict with the

federal anti-trust laws, as supreme law of the land. See Commonwealth v. McGhee, 472 Mass. 405, 413 (2015) (“Doubts as to a statute’s constitutionality “should be avoided if reasonable principles of interpretation permit doing so.””) (citations omitted); Verocchi v. Commonwealth, 394 Mass. 633, 638 (1985) (“we must construe a statute so as to avoid “constitutional difficulties, if reasonable principles of interpretation permit it.”), quoting School Comm. of Greenfield v. Greenfield Educ. Ass’n, 385 Mass. 70, 79 (1982). The Court applies this principle here, because the Legislature and state agencies presumably intend to avoid violating the Supremacy Clause, at least where the federal law is so prominent as the federal anti-trust laws. Cf. Simas v. Quaker Fabric Corp., 6 F.3d 849, 854 (1<sup>st</sup> Cir. 1993) (ERISA preemption of a state statute “involve[es] the constitutionality of a state statute” for purposes of allowing the Attorney General, as intervenor-appellant, to raise an issue not briefed by a party).<sup>3</sup>

Section 2.04(1), as ABCC construes it, allows wholesalers effectively to set resale prices by stating prices in their invoices. This is vertical price-fixing, albeit arguably subject to rule of reason analysis, rather than per se invalidation under the anti-trust laws. Cf. 324 Liquor Corp., 479 U.S. at 342. Moreover, the fixed price in this case does not reflect the ultimate net cost of goods, after application of all discounts, allowances, etc. To divorce the “invoiced price” from the actual ultimate price means that the Commonwealth does not regulate the reasonableness of the price to the consumer; it only polices the initial invoice price. The United States Supreme Court has “struck down state statutes that were deemed to direct and implement private conduct replicating resale price maintenance schemes.” Massachusetts Food Association v. Massachusetts Alcoholic

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<sup>3</sup> There is room for debate whether pre-emption is a statutory question or a constitutional one. When dealing with the federal anti-trust laws, that distinction should make no practical difference for purposes of construing statutes and regulations.

Beverages Control Commission, 197 F.3d 560, 565 (1<sup>st</sup> Cir. 1999), citing Dr. Miles Medical Co. v. John D. Park & Sons, Co., 220 U.S. 373 (1911).

The Commonwealth's implementation of a vertical price-fixing scheme unrelated to the ultimate cost to the retailer would be exempt from antitrust scrutiny if it falls within the "state action" exception established by Parker v. Brown, 317 U.S. 341 (1943). See Massachusetts Food Association, 197 F.3d at 563-566; Canterbury Liquors & Pantry v. Sullivan, 16 F. Supp. 2d 41 (D. Mass. 1998).

It is open to question whether the Commonwealth has "clearly articulated" the "first invoice" or "one invoice" policy. That policy does not appear in any statute or even expressly in section 2.04. It did not appear until the Decisions in this case. Total Wines has some likelihood of success in showing that the Decisions fail this first prong of the test.

Second, antitrust preemption rules require that, when the State displaces or limits price competition, it must actively supervise the resulting prices. The Supreme Court has "instructed courts to determine whether states which in effect authorize a form of price fixing both have the power to prevent abuses and also exercise that power." Canterbury Liquors, 16 F. Supp. 2d at 50, citing FTC v. Ticor Title Ins. Co., 504 U.S. 621, 637-38 (1992). If the ABCC simply relies upon the wholesaler's first invoice, there is no way to prevent abuses. The same is true if it requires proof of an amended invoice, which may never issue. The administrative convenience accomplished by these rules does not appear to suffice under the state action antitrust exemption.

The Court stresses that it is not saying that the ABCC lacks authority to impose minimum prices or to enforce rules against below-cost or predatory pricing. A similar

distinction appears in Canterbury Liquors, 16 F. Supp. 2d at 51 (Contrasting the Commission's lack of power to review or revise wholesale liquor prices "for example, with M.G.L. c. 138, § 25C, which requires the filing of minimum consumer prices for alcoholic beverages and Commission approval as 'not being excessive, inadequate or unfairly discriminatory' before those consumer prices can go into effect."). Indeed, there are other ways to accomplish equivalent administrative convenience. Nothing, for instance, appears to preclude the ABCC from demanding that retailers themselves do the burdensome work, including real-time correlation of invoices with each product they sell, and retention of records and accountings to document compliance with a net cost floor on retail prices.

If there is a reasonable interpretation of Section 2.04 that avoids the serious Supremacy Clause issues raised by the Commission's interpretation, then the Court should adopt it, under the statutory principles described above. Section 2.04's reference to "net cost" suggests that such an interpretation is possible, because net cost cannot always be determined from a single invoice. Reading the regulation to require that an invoice only counts if it shows the "net cost" is overly literal. If read that literally, it incorrectly assumes that there is always a single invoice that reflects "net cost." It also fails to reflect either the true concept of "net cost" or the statutory and regulatory purposes of preventing below-cost sales and predatory pricing. Reasonably construed, § 2.04's reference to "the invoice" looks to the ultimate invoiced price. Viewed in contract terms (which truly establishes net cost), "the invoice" refers the price terms of the entire contract between wholesaler and retailer, as established not only by the initial invoice but

by all amendments thereto affecting “net cost,” including subsequent invoices that include discounts or other adjustments that lead to the net price.

As a preliminary matter, then, Total Wine has proven a high degree of success in showing that the ABCC lacks power to interpret § 2.04 in a way that precludes credit for discounts received and credited before Total Wine prices its products.

### **III.**

The balance of harms also weighs in favor of Total Wines, because harm to the company is irreparable, and because the Court can and does mitigate any significant harm to the ABCC and the public interest by imposing “terms it considers proper.” G.L. c. 30A, § 14(3).

If Total Wines serves a suspension, there is no way to restore its profits (and the wages of its employees) if it prevails on appeal. Those consequences are truly irreparable, because, even though the harm is economic, the Commonwealth cannot be sued to recover the losses. Moreover, it appears that, if Total Wines opts to pay a financial penalty in lieu of suspension (G.L. c. 138, § 23, quoted below), the ABCC will require it to waive its appeal. Again, the harm is irreparable, because the funds would be paid into the Commonwealth’s treasury and could not be refunded without legislative appropriation.

The ABCC argues that its interpretation, as the agency charged with enforcing the Alcohol Beverages Control laws, serves the public interest. The court can fully protect that interest pending a decision on the merits by requiring Total Wines to comply with that interpretation until otherwise ordered. Total Wines has agreed to do so, while reserving its right to seek a preliminary injunction against that interpretation. Based upon

oral argument, the Court considers the ABCC's interpretation as requiring a single invoice that reflects all pricing components, whether that be the first invoice or an amended invoice.

The ABCC and Commonwealth have an interest – a public interest – in ensuring prompt and certain enforcement of the alcoholic beverages control laws. That does not necessarily require a suspension. The Legislature has recognized that, at least in some circumstances, payment of a financial penalty in lieu of suspension may serve the public interest:

The commission may accept from any licensee or holder of a certificate of compliance under this chapter an offer in compromise in lieu of suspension of any license or certificate of compliance previously suspended by the commission. A licensee or holder of certificate of compliance may petition the commission to accept such an offer in compromise within twenty days following notice of such suspension. The fine in lieu of suspension, when an offer in compromise is accepted, shall be calculated in accordance with the following formula: Fifty per cent of the per diem gross profit multiplied by the number of license suspension days, gross profit to be determined as gross receipts on alcoholic beverage sales less the invoiced cost of goods sold per diem. No such fine, in any event, shall be less than forty dollars a day. Any sums of money so collected by the commission shall be paid forthwith into the general fund of the state treasury.

G.L. c. 138, § 23. The Court cannot compel the ABCC to accept a financial compromise. However, to the extent that an immediate payment into escrow may serve the public interest in imposing a prompt and certain financial consequence, the Court can preserve a significant measure of the public interest the ABCC seeks to serve. The Court's stay therefore includes such a condition.

### **CONCLUSION**

For the above reasons, the Motion to Stay is **ALLOWED** on the following conditions:

1. The Court stays the ABCC's three decisions, each dated January 18, 2017, to the extent that they imposed and did not suspend suspensions of the Plaintiff Massachusetts Fine Wines & Spirits LLC d/b/a/ Total Wine & More's Natick and Everett G. L. c. 138, § 15 liquor licenses (licenses Nos. 076800021 and 038200102 respectively) until further order of the Court. The stay is subject to the terms set forth in the following paragraphs. The Court does not otherwise suspend the Decisions.
2. Massachusetts Fine Wines & Spirits, LLC d/b/a/ Total Wines & More shall comply with the ABCC's interpretation of 240 Code Mass. Regs. §2.04(1) articulated in the Decisions dated January 18, 2017, unless and until the Court issues a preliminary injunction, decides the case on the merits, or otherwise enters a further order. For purposes of this order, that interpretation requires that Total Wines not sell below the cost of the initial invoice for the product unless the seller issues an amended invoice reflecting, on that single invoice, all components of the price, including discounts, allowances, rebates, etc.
3. Massachusetts Fine Wines & Spirits, LLC d/b/a/ Total Wines & More shall pay into escrow an amount equal to the fine in lieu of suspension calculated pursuant to G. L. c. 138, § 23 within five days after both of the following occur: (i) the parties agree upon an escrow agent and upon written terms of the escrow, (ii) the ABCC stipulates in writing that payment into escrow will not waive the plaintiff's right to appeal the Decisions dated January 18, 2017 and (iii) the plaintiff stipulates in writing that, if the ABCC ultimately prevails in this case (including the resolution of any appeal), the ABCC may choose whether (A) to accept the escrow amount, plus any interest or (B) to refund that amount plus interest to the plaintiff and impose the suspensions.
4. ABCC need not agree to the terms of paragraph 3 above, in which case Total Wines need not comply with paragraph 3 by making a payment or otherwise.
5. The schedule for filing the record and briefing the Motion for Judgment on the Pleadings is expedited. Notwithstanding Superior Court Standing Order 1-96, the following deadlines shall apply:
  - a. The Commonwealth shall file the administrative record on or before March 7, 2017.
  - b. The Plaintiff shall serve its motion for judgment on the pleadings on or before March 24, 2017.
  - c. The Defendant shall serve its response to the motion for judgment on the pleadings on or before April 18, 2017.

Dated: February 6, 2017

\_\_\_\_\_  
Douglas H. Wilkins  
Associate Justice, Superior Court



## Judge grants motion to stay suspensions for Total Wine & More

### Wednesday

Posted Feb 8, 2017 at 5:59 PM

Updated Feb 8, 2017 at 8:00 PM

By Elaine Thompson Telegram and Gazette Staff

SHREWSBURY – Suspensions for alleged violations of state alcohol pricing regulations at two stores will not affect the opening of a Total Wine & More store on Rte. 9 later this month.

The state Alcoholic Beverages Control Commission issued multiday liquor license suspensions to the Total Wine & More stores in Natick and Everett last month after the company allegedly sold alcohol below wholesale prices. State regulations prohibit the sale of alcoholic beverages at less than invoiced cost.

The Maryland-based national alcohol retailer appealed the suspensions Jan. 30 in Suffolk Superior Court. On Monday, Judge Douglas H. Wilkins granted motions to stay the suspensions, pending judicial review. Among the conditions is that the company comply with the ABCC's interpretation of the state law regulating the retail pricing of alcohol.

The company is scheduled to open its 24,700-square-foot store Feb. 23 at the former Petco site at 87 Boston Turnpike. A private ceremony will be held Feb. 22. Town Manager Daniel J. Morgado said the case involving the other two Total Wine & More stores will not affect the opening of the Shrewsbury store.

Founded in 1991 by brothers David and Robert Trone, Total Wine & More is considered to be one of the largest independent privately owned retailers of fine wines in the country. Revenue in 2016 was more than \$2.5 billion. The company

of beer, wine and spirits, Total Wine's competitors have apparently resorted to waging a guerrilla war against Total Wine in an attempt to maintain their archaic pricing practices," the company maintained in the appeal.

This is not the first time Total Wine has challenged a state's alcohol regulations. Edward Cooper, the company's public and community affairs director, said it took nearly nine years, but Total Wine eventually prevailed in a case in Maryland that also dealt with quantity discounts that the company was able to pass on to customers. Litigation is ongoing in Connecticut in which Total Wine maintains that minimum alcohol bottle pricing laws amount to "an unconstitutional price-fixing scheme that artificially inflates the prices that retailers can pass on to customers."

"Total Wine & More ultimately, in Massachusetts as in other states, wants to make sure that we are capable of passing on the best possible prices to the customer," Cooper said Wednesday. "We will work with the Legislature, regulatory bodies and the courts to do so."

At a public hearing in October 2015 for a license for the Shrewsbury store, several local competitors asked that the license be denied. They said the town already had enough liquor stores.

Michael D. Cimini, owner of Austin Liquors in Shrewsbury, said Total Wine is trying to drive other alcohol retailers out of the market. He said he filed a complaint with the ABCC regarding pricing at Total Wine & More's store in Natick. Cimini also owns Austin Liquors stores in other locations, including Worcester and Natick. He said that with discount credits, for example, he was able to sell 1.75L of Bacardi for \$18.99, \$1 more than what it went for at Total Wine & More.

"The products they were selling at illegal prices were way off in our store," Cimini said. "Frankly, we hope that Total Wine will be forced to comply with the state's alcohol policies or everybody else is allowed to break the law when they see fit."

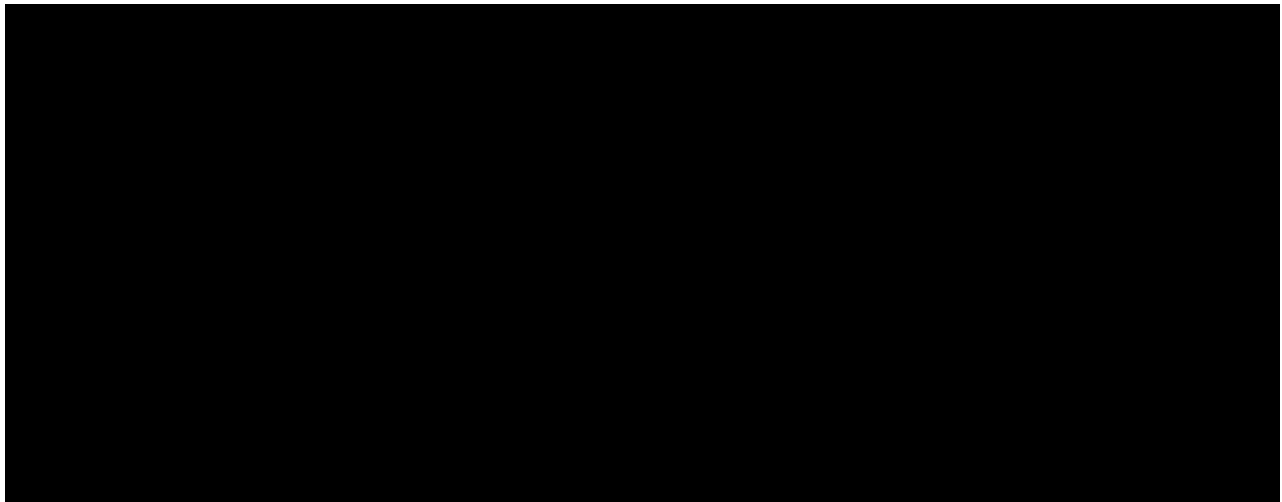
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**ITEM TITLE:** Discussion Regarding Fire Chief Hiring Process  
**ITEM SUMMARY:**

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Section 24, Article 15 - Town Bylaws	2/23/2017	Cover Memo



## **Section 15 Procedure for Appointment of Fire Chief**

### **15.1 Applicability**

This by law shall apply to the selection of a candidate to fill the position of Fire Chief when such position is not subject to the provisions of Chapter 31 of the Massachusetts General Laws. Pursuant to Article 24, Section 3.6 of the Town of Natick Bylaws, a current job description shall be maintained for this position. A Fire Chief appointed by the Board of Selectmen pursuant to this Bylaw will meet the minimum entrance requirements set forth in said job description.

### **15.2 Procedure for Appointment of Fire Chief**

- a. Within one year of the time when it is known that the position of Fire Chief shall become vacant, the Board of Selectmen, may initiate the selection process. Within six months of the time the position of Fire Chief is to become vacated, the Board of Selectmen shall initiate the selection process if it has not already done so. In the event that less than six months notice is provided to the Selectmen that the position of Fire Chief shall become vacant, the selection process shall begin forthwith after receipt by the Board of Selectmen of such notice.
- b. The Board of Selectmen shall initiate the selection process by giving notice of its intention to establish a screening committee to review applications for the position of Fire Chief and shall send a copy of such notice to each town agency or officer responsible for designating persons to serve on the committee. The Board of Selectmen shall appoint to the screening committee all such persons designated pursuant to the provisions of section 15.2 c. herein, provided that their names have been received in writing the day before the screening committee is to be appointed. The Board of Selectmen shall appoint the screening committee not earlier than twenty-one days nor later than twenty-eight days after such notice is sent.
- c. For the position of Fire Chief, a screening committee shall consist of nine voting members and one non-voting member. The School Committee, Finance Committee and Personnel

Board shall each designate one person to serve on the screening committee. Persons chosen by said agencies may, but need not, be members of the agency by which they are chosen. The Town Administrator and Police Chief shall serve as members of the screening committee. The Board of Selectmen shall designate one resident of Natick to the screening committee. This designee may not be a member of the Board of Selectmen, School Committee, Finance Committee or Personnel Board. The most senior member of the Fire Department in the second-highest non-chief rank who is able to serve and is not a candidate for the position of Fire Chief shall serve on the screening committee. In the event that no member of that rank is able to serve, the most senior member of the next lowest rank who is able to serve and is not a candidate for the position of Fire Chief shall serve on the screening committee. This individual may not be a member of the Board of Selectmen, School Committee, Finance Committee or Personnel Board. The Town Moderator shall designate one member of Town Meeting. This designee may not be a member the Board of Selectmen, School Committee, Finance Committee or Personnel Board. The Town Administrator shall designate to the screening committee one fire chief from another community. The Personnel Director shall serve as the non-voting member of the committee. Designees of the Board of Selectmen, School Committee, Finance Committee, Personnel Board and Town Moderator shall be residents of Natick. No member of the screening committee – other than the Town Administrator, Police Chief, Personnel Director and the specified member of the Fire Department – may be a paid employee of the Town.

- d. Not more than thirty days following the appointment of the screening committee by the Board of Selectmen, the persons chosen shall meet to organize and plan a process for solicitation by advertisement, including, without limitation, in appropriate professional journals, and by other means, to receive applications for the position of Fire Chief. The screening committee shall conduct its work in an expeditious manner; employees of the Town shall provide all reasonable assistance to the committee in the conduct of its work.
- e. The screening committee shall review all applications received and shall provide for interviews to be conducted with such number of candidates for the position as it may decide. Such interview(s) may be conducted before and/or after the assessment center described in paragraph f. below, as the committee may determine best suits its needs.
- f. The screening committee shall also use as an evaluative tool an assessment center specifically designed to examine candidates' knowledge, skills and abilities, including without limitation, their technical, tactical, professional, managerial and strategic skills. The assessment center shall be designed and conducted by a consultant specifically hired for this purpose by the Town. Said consultant shall be selected by the Town through competitive procurement in accordance with applicable law and procedures and shall have significant experience conducting assessment centers in the relevant public safety department.
- g. The results of the assessment center conducted pursuant to paragraph (f) shall be made available to the screening committee.

- h. Not more than one hundred eighty days following the date the screening committee meets to organize, the screening committee shall submit to the Board of Selectmen the names of not less than three but not more than five candidates whom it believes to be best suited to perform the duties of Fire Chief.
- i. If the screening committee determines that there are not at least three candidates qualified to perform the duties of the Fire Chief, the screening committee shall report to the Board of Selectmen that it is unable to complete its assigned task. In that event, the Board of Selectmen shall direct the screening committee to reopen the search process and the foregoing procedure shall apply.
- j. Within sixty days following the date that a list of nominees is submitted to it, the Board of Selectmen shall:
  - 1. interview candidates referred to it by the screening committee, and
  - 2. determine if it will select one of the candidates to serve as Fire Chief, and
  - 3. choose a nominee to be appointed as Fire Chief; or
  - 4. if the Board of Selectmen decides not to appoint any of the nominees as Fire Chief, it shall direct the screening committee to reopen the search process, and the foregoing procedure shall apply.
- k. Upon the appointment of the Fire Chief, the screening committee established pursuant to this Article shall be considered discharged.

### **15.3 Appointment, Review, Other Activities**

- a. **Appointment, Term** – The Board of Selectmen shall appoint the Fire Chief to serve for a term of up to three years provided, however, that the first six months of any individual's first appointment to the office shall be considered a probationary period. The Fire Chief shall be appointed solely on the basis of his or her technical, tactical, professional, managerial and executive qualifications and shall be especially fitted by previous experience, training and education to perform the duties of the position.
- b. **Review of Performance** – The Town Administrator shall annually provide to the Board of Selectmen a review of the job performance of the Fire Chief which shall, at least in summary form, be a public record.
- c. **Restriction on Other Activities** – The Fire Chief shall devote his or her full time to the duties of the position of Fire Chief and shall not hold any other public office, elective or appointive, nor shall he or she engage in other business, occupation or profession during his or her term, unless such action or appointment is approved, in advance, in writing, by the Board of Selectmen.

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**ITEM TITLE:** Consider Dangerous Dog Hearing

**ITEM SUMMARY:**

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Complaint RE Dangerous Dog - 23 Mill Street	2/24/2017	Cover Memo
Memo from Atty Deluca	2/27/2017	Cover Memo
MGL	2/27/2017	Cover Memo
Police Report	2/27/2017	Cover Memo
Photos taken 2/27/17	2/27/2017	Cover Memo

R. J. Pearlman  
9 Midway Dr.  
01501

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT  
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

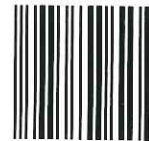
**CERTIFIED MAIL®**



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01760

U.S. POSTAGE  
PAID  
AUBURN, MA  
01501  
FEB 08, 17  
AMOUNT

**\$4.05**

R2305H130943-01

Susan Salamoff  
Natick Town Hall  
13 E. Central St.  
Natick, Ma.

0176034517-01760



11: PM 2-7-17  
Fox News - Woman and  
Pet Attacked by Pitbull  
Dog, her pet killed,  
Enough is Enough.  
Pics. Avail.

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**Subject:** pitbull attack

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**From:** RT Lorenz, Victim Report on File N.P.D

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**To:**

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**Date:** Friday, February 3, 2017 2:01 PM

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On June 8 2016, I was the victim of a horrific dog attack in the town of Natick, Ma. The attack occurred at 23 Mill st. The residence of Paul R Croft.

I was at the time and still am, a sub contractor employee working for Eversource Energy. The trench for the new gas main was crossing the driveway entrance at 23 Mill st. as a courtesy we notify the resident, that work will cutoff access to the public street, and with the help of the Natick police detail, we will get them a place to park, in the proximity of their residence.

It was during this course of action, the attack occurred. The Foreman shouted out "Tell the resident they have to move their car." She pulled in a few minutes ago, "I saw her." he said. Being closest, I went to give the notification.

I went to the front door of the duplex, door bell broken, junk in front of the door, knocked on door... no answer, doesn't look as though entry is used by anyone or is even usable as an exit.

Proceeded to the right side of the duplex, side where car was parked. Walked around back to gated porch, stepped up a few stairs and gave a moderately toned "Hello". I heard noise coming from inside, again another "Hello". The moment following my last "Hello," Started the chain of events permanently etched in my brain. "Permanently"!

All of a sudden from out of the doggie door, came a snarling, growling, foaming at the mouth, large pitbull dog.

I froze in terror, Standing on the other side of the railing, I thought I was SAFE!! I was NOT!

And I was correct, this animal is dangerous. It lunged for my throat, I put up left arm instinctively, a self preservation reaction!

The gate/railing now between the pitbull and me. This monster bear trap was now clamped on my arm, dropping its weight, it started pulling me over the railing, into the enclosure! Holding onto the railing with my free arm to prevent that from happening, this Demon from hell started tearing the flesh from my arm. Tugging and backing up and tugging at my flesh. Screaming as the attack continued, I saw the skin on my arm stretched 6 to 8 inches away from my bone, then it tore, tugging and backing up it ripped a chunk out of my arm. I was holding on to the railing, trying to escape, trying to get my balance, It came back again, sinking its 4 huge front teeth into my upper arm, this time with renewed strength, it started again. pulling me into the enclosure. Out of balance over the railing, it let go! Now I was nose to nose with this mad dog, growling snarling and drooling, I screamed at it, "DON'T DO IT" !

That instant with my mouth open, he attacks my face! Its lower jaw in my mouth, its upper teeth tearing the skin down from the bridge of my nose, warm blood now covering my face, as I'm choking on the lower jaw in my mouth, dislodging and twisting my teeth. shaking me like a rag doll, IT WON'T LET GO! SCREAMING AND SCREAMING AS THIS CONTINUED, I PRAYED TO MYSELF, "GOD DON'T LET ME DIE LIKE THIS".

Screaming, holding on to the railing with my one good arm, as the attack continues!!! When will this stop! No one can hear me scream, machinery running too loud to hear me, I'm

30 paces[not very far] out of site from my co workers, 4 guys and 2 or 3 detail cops, no one can see me. Get this thing off my face! out of my mouth! I go into shock, I can't recall, but the next thing I do recall, I'm running, I'm running, holding my face with my left hand, holding my left arm with my right hand. If this animal is behind me, it will kill me! I see people they see me, They stop stare, machinery shuts down, I scream help me, help me. Support comes running toward me, What happened, they ask, I WAS ATTACKED BY A PITBULL!

One officer draws his pistol to go look for the dog, I'm told.

They seat me on the back of the Eversource van.

Paper towels on my face, towels on my arm, spitting blood, blood everywhere, police holding me steady more towels.

How's my arm, you're ok, how's my face, you're ok, what happened to my teeth, you're ok, don't swallow the blood, keep spitting, it'll make you sick.

Fire Truck shows up, Ambulance pulls up, Animal control shows up, people everywhere, strap me into a stretcher, more bandages, IV in arm, rush to Beth Israel Hosp.

Treatment for wounds approx. next 34 days.

ER 8 hrs. Beth. Israel, Boston

ER next day ST.V's

ER next day ST.V's

24 hrs later infection

ER 11pm, admitted to ST.V's

Emergency surgery to "save arm" 5 am.

ST.V's 3 days recovery

ST.V's

Next 34 days wound clinic, unpack and repack wound, Then to infusion, IV every day for next 34 days 7 days a week. ST.V's

6 mos. later PTSD counseling.

A handwritten signature in black ink, appearing to be 'R. J. [unclear]', with a long horizontal stroke extending to the right.

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**Subject:** final selectmans page,

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**From:** [redacted] (mailto:[redacted]@yahoo.com)

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**To:** [redacted] (mailto:[redacted]@yahoo.com)

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**Date:** Friday, February 3, 2017 2:50 PM

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Selectmen of the town of Natick, Ma.

I bet they told you it was just a dog bite?

On occasion I am in your town, I drive by 23 Mill St. residence of Paul R. Croft. and in the back of the house, is a tiny speck of a "beware of dog" sign on an unfenced property.

I would assume this vicious, potentially killer, dog is still alive and housed there?

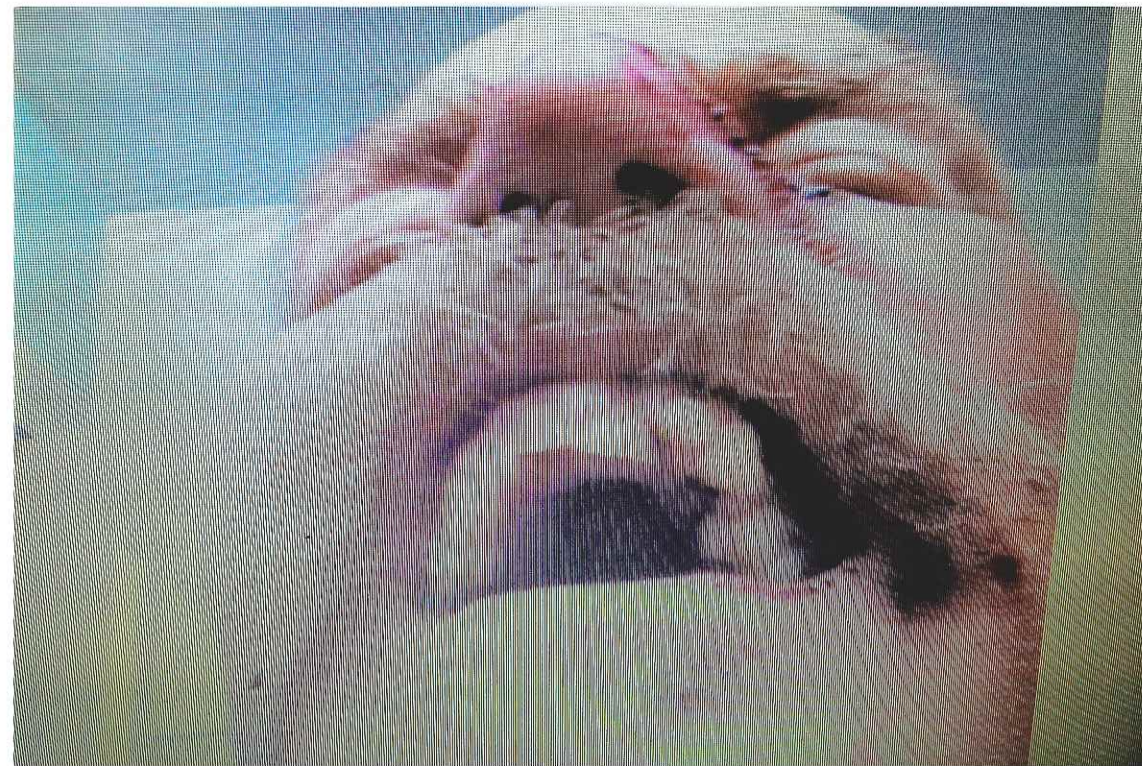
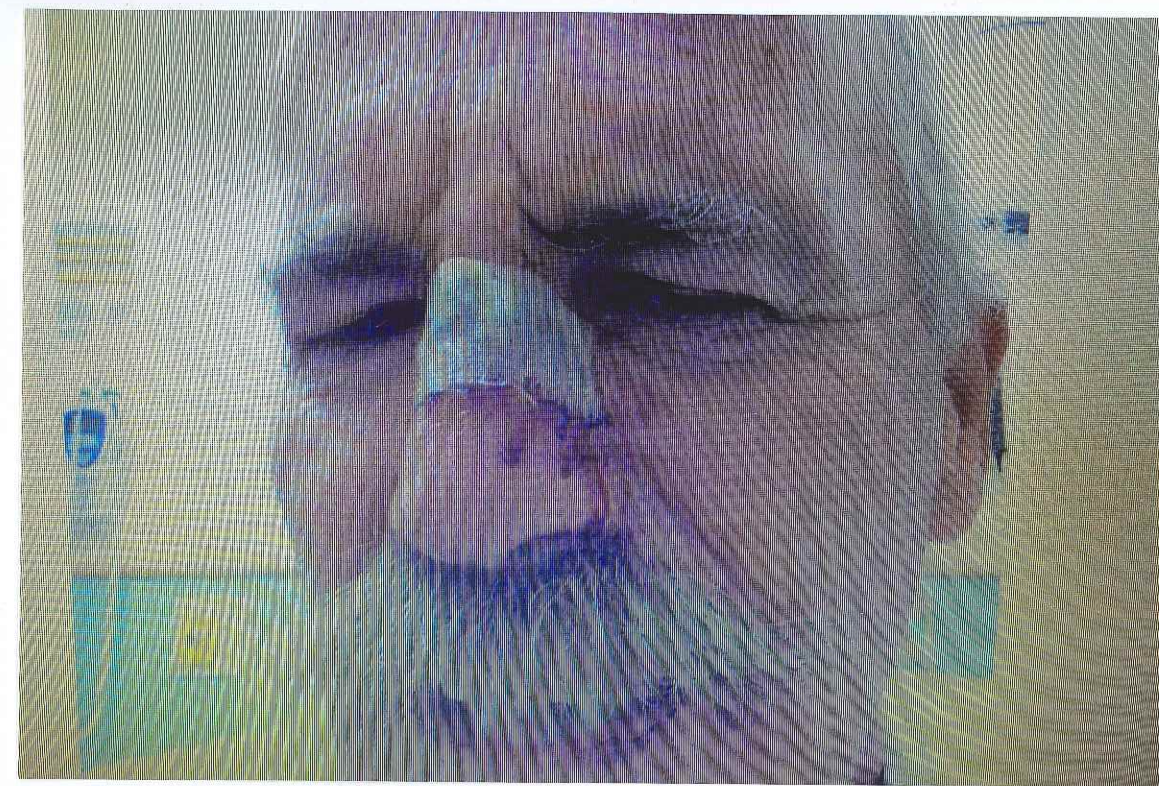
Who will be its next victim? You, a child, a trick or treater, town employee, utility worker?

You are aware of the danger that exists there?

You have a responsibility protect the citizens of your town, the unpredictability of this dog, a vile creature has no place there! And is something you will live with, until you eradicate it the face of the earth!

As for the property owner, broken front doorbells, combined with an unusable entryway out front, only funnels the next victim into his trap!

I bet they told you it was just a dog bite. All the emergency room surgery had to be taken out and redone 30/40 across the arm 11 inside, 24 across the nose, they sent me home with a bag of bandages (still got them) take a shower in 12/24 hrs., the paperwork says.







Donna Donovan &lt;ddonovan@natickma.org&gt;

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**RE: Dog Bite 23 Mill Street**

1 message

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**David A. Deluca** <dreluca@mhtl.com>

Fri, Feb 24, 2017 at 2:58 PM

To: Jonathan Freedman &lt;jfreedman@natickma.org&gt;, Patricia O'Neil &lt;poneil@natickma.org&gt;

Cc: Donna Donovan &lt;ddonovan@natickma.org&gt;, John Connolly &lt;jconnolly@natickma.org&gt;, John Connolly &lt;connollystoo@yahoo.com&gt;, Susan salamoff &lt;sgsalamoff@gmail.com&gt;, Rick Jennett &lt;rjennett@natickma.org&gt;, Nick Mabardy &lt;nickmabardy@gmail.com&gt;, Sue Salamoff &lt;ssalamoff@natickma.org&gt;, Nicholas Mabardy &lt;nicholasmabardy@natickma.org&gt;, Martha White &lt;mwhite@natickma.org&gt;

To All, I have reviewed the documents forwarded by Trish (letter from Complainant with photos), the Nuisance or Dangerous Dog statute (attached), and Natick Police reports (attached). I also had a substantive conversation with Natick dog officer Keith Tosi.

My advice to the BOS is that the writing received from the victim Lorenz should be read as a "complaint" under the statute, which requires that the hearing authority "shall investigate or cause the investigation of the complaint", by convening a public hearing to take sworn testimony to determine if this is a nuisance or dangerous dog as defined by the statute. It is important to note that the statute exempts certain facts or circumstances from consideration under which a dog may be considered "dangerous". See Section 157(a) 1-4. From the facts/reports provided, the stated exemptions do not apply, therefore the Board or hearing officer should hold a hearing to determine the facts under oath. After hearing all the facts, a determination should be made whether the dog is a nuisance or dangerous as defined by the statute, and if so, an appropriate remedy. As indicated in my earlier conversation with Trish O'Neil, the attack on private property (with or without signage) is not in and of itself a statutory exemption to hearing or finding of "dangerousness". Rather after hearing the Board or hearing officer may take all such mitigating facts (including licensure and history) into consideration in the disposition of the hearing.

The Board may schedule this as an agenda item at the earliest convenient time for discussion of the receipt of the complaint and appropriate schedule for hearing. Call or email to discuss. Thanks, DD

David A. DeLuca, Esq.

617-479-5000

**From:** Jonathan Freedman [mailto:jfreedman@natickma.org]

**Sent:** Friday, February 24, 2017 2:09 PM

**To:** Patricia O'Neil

**Cc:** Donna Donovan; John Connolly; John Connolly; Susan salamoff; Rick Jennett; Nick Mabardy; Sue Salamoff; David A. Deluca; Nicholas Mabardy

**Subject:** Re: Dog Bite 23 Mill Street

I have some questions on this incident – hoping they can be addressed at Monday's meeting:

1. According to the complaint in the meeting materials, the incident occurred on 6/08/2016. Were there police and paramedic reports filed? If so, I would like to see a copy of them. If not, I'm curious as to why – not being totally familiar with the process, this would be helpful information to me.
2. At the time, was there any discussion within the administration regarding this incident and whether to request a hearing?
3. Are there any records of other incidents regarding this dog or the same address?

If any of this requires that we discuss in executive session, please advise.

Thanks,

Jon

Jonathan Freedman  
Clerk, Natick Board of Selectmen  
Chair, Audit Advisory Committee  
Vice Chair, KMS Building Committee  
[jfreedman@natickma.org](mailto:jfreedman@natickma.org)

Please be aware that emails to this account are considered a public record.

On Feb 24, 2017 12:32 PM, "Patricia O'Neil" <[poneil@natickma.org](mailto:poneil@natickma.org)> wrote:

Dave, just another question. Sue Salamoff wondered whether we should respond to the gentleman who was bitten. I told her I thought we should wait until you speak with Officer Tosi. Once you have spoken with him, can you let us know what would be appropriate to do in terms of responding to his letter, waiting till after the meeting on Monday, etc.? I'll be away, but Donna will be here.

Thx Dave. Have a good weekend.

—

Trish O'Neil  
Executive Assistant  
Town of Natick  
13 East Central Street  
Natick, MA 01760  
P: [508-647-6410](tel:508-647-6410)  
F: [508-647-6401](tel:508-647-6401)  
[poneil@natickma.gov](mailto:poneil@natickma.gov)

[www.natickma.gov](http://www.natickma.gov)

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**2 attachments**



**Mass GL Ch 140 Sec 157.PDF**  
10144K



**Natick PD Incident Report.PDF**  
4274K

**Part I** ADMINISTRATION OF THE GOVERNMENT**Title XX** PUBLIC SAFETY AND GOOD ORDER**Chapter 140** LICENSES**Section 157** NUISANCE OR DANGEROUS DOGS; ORDERS FOR  
REMEDIAL ACTION; APPEAL; VIOLATION OF ORDER

Section 157. (a) Any person may file a complaint in writing to the hearing authority that a dog owned or kept in the city or town is a nuisance dog or a dangerous dog; provided, however, that no dog shall be deemed dangerous: (i) solely based upon growling or barking or solely growling and barking; (ii) based upon the breed of the dog; or (iii) if the dog was reacting to another animal or to a person and the dog's reaction was not grossly disproportionate to any of the following circumstances:

- (1) the dog was protecting or defending itself, its offspring, another domestic animal or a person from attack or assault;
- (2) the person who was attacked or threatened by the dog was committing a crime upon the person or property of the owner or keeper of the dog;

(3) the person attacked or threatened by the dog was engaged in teasing, tormenting, battering, assaulting, injuring or otherwise provoking the dog; or

(4) at the time of the attack or threat, the person or animal that was attacked or threatened by the dog had breached an enclosure or structure in which the dog was kept apart from the public and such person or animal was not authorized by the owner of the premises to be within such enclosure including, but not limited to, a gated, fenced-in area if the gate was closed, whether locked or unlocked; provided, however, that if a person is under the age of 7, it shall be a rebuttable presumption that such person was not committing a crime, provoking the dog or trespassing.

The hearing authority shall investigate or cause the investigation of the complaint, including an examination under oath of the complainant at a public hearing in the municipality to determine whether the dog is a nuisance dog or a dangerous dog. Based on credible evidence and testimony presented at the public hearing, the hearing authority shall: (i) if the dog is complained of as a nuisance dog, either dismiss the complaint or deem the dog a nuisance dog; or (ii) if the dog is complained of as a dangerous dog: (A) dismiss the complaint; (B) deem the dog a nuisance dog; or (C) deem the dog a dangerous dog.

(b) If the hearing authority deems a dog a nuisance dog, the hearing authority may further order that the owner or keeper of the dog take remedial action to ameliorate the cause of the nuisance behavior.

(c) If the hearing authority deems a dog a dangerous dog, the hearing authority shall order 1 or more of the following:

(i) that the dog be humanely restrained; provided, however, that no order shall provide that a dog deemed dangerous be chained, tethered or otherwise tied to an inanimate object including, but not limited to, a tree, post or building;

(ii) that the dog be confined to the premises of the keeper of the dog; provided, however, that "confined" shall mean securely confined indoors or confined outdoors in a securely enclosed and locked pen or dog run area upon the premises of the owner or keeper; provided further, that such pen or dog run shall have a secure roof and, if such enclosure has no floor secured to the sides thereof, the sides shall be embedded into the ground for not less than 2 feet; and provided further, that within the confines of such pen or dog run, a dog house or proper shelter from the elements shall be provided to protect the dog;

(iii) that when removed from the premises of the owner or the premises of the person keeping the dog, the dog shall be securely and humanely muzzled and restrained with a chain or other tethering device having a minimum tensile strength of 300 pounds and not exceeding 3 feet in length;

(iv) that the owner or keeper of the dog provide proof of insurance in an amount not less than \$100,000 insuring the owner or keeper against any claim, loss, damage or injury to persons, domestic animals or property resulting from the acts, whether intentional or unintentional, of the dog or proof that reasonable efforts were made to obtain such insurance if a policy has not been issued; provided, however, that if a policy of insurance has been issued, the owner or keeper shall produce such policy upon request of the hearing authority or a justice of the district court; and provided further, that if a policy has not been issued the owner or keeper shall produce proof of efforts to obtain such insurance;

(v) that the owner or keeper of the dog provide to the licensing authority or animal control officer or other entity identified in the order, information by which a dog may be identified, throughout its lifetime including, but not limited to, photographs, videos, veterinary examination, tattooing or microchip implantations or a combination of any such methods of identification;

(vi) that unless an owner or keeper of the dog provides evidence that a veterinarian is of the opinion the dog is unfit for alterations because of a medical condition, the owner or keeper of the dog shall cause the dog to be altered so that the dog shall not be reproductively intact; or

(vii) that the dog be humanely euthanized.

No order shall be issued directing that a dog deemed dangerous shall be removed from the town or city in which the owner of the dog resides. No city or town shall regulate dogs in a manner that is specific to breed.

(d) Within 10 days after an order issued under subsections (a) to (c), inclusive, the owner or keeper of a dog may bring a petition in the district court within the judicial district in which the order relative to the dog was issued or where the dog is owned or kept, addressed to the justice of the court, praying that the order be reviewed by the court or a magistrate of the court. After notice to all parties, the magistrate shall, under section 62C of chapter 221, review the order of the hearing authority, hear the witnesses and affirm the order unless it shall appear that it was made without proper cause or in bad faith, in which case the order shall be reversed. A party shall have the right to request a de novo hearing on the complaint before a justice of the court.

(e)(1) Pending an appeal by an owner or keeper under subsection (d), a hearing authority may file a petition in the district court to request an order of impoundment at a facility the municipality uses to shelter animals for a dog complained of as being a dangerous dog. A municipality shall not incur liability for failure to request impoundment of a dog under this subsection.

(2) A justice of a district court, upon probable cause to believe that a dog is a dangerous dog or that a dog is being kept in violation of this section or in violation of an order issued under this section by

a hearing authority or a court, may issue an order: (i) of restraint; (ii) of confinement of the dog as considered necessary for the safety of other animals and the public; provided, however, that if an order of confinement is issued, the person to whom the order is issued shall confine the dog in accordance with clause (ii) of subsection (c); or (iii) of impoundment in a humane place of detention that the municipality uses to shelter animals; or (iv) any other action as the court deems necessary to protect other animals and the public from the dog.

(f) A justice of the district court shall hear, de novo, an appeal filed under subsection (d). Based upon credible evidence and testimony presented at trial, the court shall, whether the dog was initially complained of as a nuisance dog or as a dangerous dog: (i) dismiss the complaint; (ii) deem the dog a nuisance dog; or (iii) deem the dog a dangerous dog. The decision of the court shall be final and conclusive upon the parties.

(g) If a court affirms an order of euthanasia, the owner or keeper of the dog shall reimburse the city or town for all reasonable costs incurred for the housing and care of such dog during its impoundment and throughout the appeals process, if any. Unpaid costs shall be recovered by the municipality in which the owner or keeper of the dog resides on behalf of the hearing authority by any of the following methods: (i) a lien on any property owned by the owner or keeper of the dog; (ii) an additional, earmarked charge to appear on the vehicle excise of the owner or keeper of the dog; or (iii) a direct bill sent to the owner or keeper of the dog.

All funds recovered by a municipality under this subsection shall be transferred to the organization or entity charged with the responsibility of handling dog complaints and impoundment. If the organization or entity falls under the management or direction of the municipality, costs recovered shall be distributed at the discretion of the municipality.

If the court overturns an order of euthanasia, the city or town shall pay all reasonable costs incurred for the housing and care of the dog during any period of impoundment.

(h) If an owner or keeper of a dog is found in violation of an order issued under this section, the dog shall be subject to seizure and impoundment by a law enforcement or animal control officer. If the keeper of the dog is in violation, all reasonable effort shall be made by the seizing authority to notify the owner of the dog of such seizure. Upon receipt of such notice, the owner may file a petition with the hearing authority, within 7 days, for the return of the dog to the owner. The owner or keeper shall be ordered to immediately surrender to the licensing authority the license and tags in the person's possession, if any, and the owner or keeper shall be prohibited from licensing a dog within the commonwealth for 5 years. A hearing authority that determines that a dog is dangerous or a nuisance or that a dog owner or keeper has violated an order issued under this section shall report such violations to the issuing licensing authority within 30 days.

(i) Orders issued by a hearing authority shall be valid throughout

the commonwealth unless overturned under subsection (d) or (f).



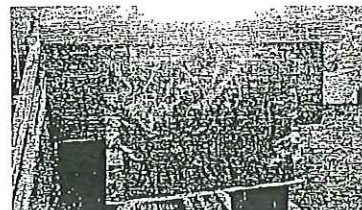
Natick Police Department  
Incident Report

Page: 1  
01/12/2017

Incident #: 16-776-OF  
Call #: 16-10478

Date/Time Reported: 06/08/2016 1005  
Report Date/Time: 06/08/2016 1118  
Status: No Crime Involved

Reporting Officer: Animal Control Officer KEITH TOSI  
Detective: SERGEANT RICHARD HALLORAN  
Approving Officer: SERGEANT ALLAN GRAHAM



Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

#	INVOLVED	SEX	RACE	AGE	SSN	PHONE
---	----------	-----	------	-----	-----	-------

1	CROFT, PAUL R 23 MILL ST NATICK MA 01760	M	W	56		
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Military Active Duty: N  
BODY:  
DOB:  
LICENSE NUMBER: MA

COMPLEXION: NOT AVAIL.  
PLACE OF BIRTH: NOT AVAIL.  
ETHNICITY: NOT HISPANIC

[CONTACT INFORMATION]

Home Phone (Primary)  
CallBack Number (Primary)

#	EVENTS (S)
---	------------

	LOCATION TYPE: Residence/Home/Apt./Condo 23 MILL ST NATICK MA 01760	Zone: Area B
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1	DOG BITE
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Natick Police Department  
Incident Report

Page: 2  
01/12/2017

Incident #: 16-776-OF  
Call #: 16-10478

#	VICTIM(S)	SEX	RACE	AGE	SSN	PHONE
1	LORENZ, R T 9 RIDGEWOOD DR AUBURN MA 01501-2316  EMPLOYER: DEVEREAUX CONSTRUCTION INJURIES: ETHNICITY: Not of Hispanic Origin RESIDENT STATUS: TAKEN TO: TAKEN BY: TREATED DATE: 06/08/2016 @ 1122 VICTIM CONNECTED TO OFFENSE NUMBER(S): 1	M	W	63		

#	PERSON(S)	PERSON TYPE	SEX	RACE	AGE	SSN	PHONE
1	PAYTON, KENNETH C 20 EAST CENTRAL ST NATICK MA 01760 DOB: 07/31/1985 EMPLOYER: TOWN OF NATICK POLICE DEP CONTACT INFORMATION: Home Phone (Primary) Work Phone (Primary)		M	W	30		508-647-9500

#	OTHER PROPERTIES	PROPERTY #	STATUS
1	DOG (PIT-BULL) NEELY QUANTITY: 1 SERIAL #: NOT AVAIL DATE: 06/08/2016 OWNER: CROFT, PAUL R	VALUE: \$100.00	Suspected

Ref: 16-776-OF

On June 08, 2016, I, Officer Payton (#45312) was working a paid detail in the vicinity of 23 Mill Street for a company digging up the road with large equipment and installing underground piping. The company had been working in this area for the past few days, operating heavy equipment and disrupting traffic on the roadway.

At approximately 8:00 a.m., Detective Sergeant Halloran and I began to knock on doors to inform residents to move their vehicles out of their driveways. The work being performed on the roadway would prevent residents from getting their vehicles out of the driveways on this particular day. I walked up the front steps and attempted to notify the residents of 23 and 25 Mill Street which is a single residential building with two units located within.

When I walked up the stairs, I noticed that the doorbell to 23 Mill Street was broken. The button to the doorbell was missing and now showed the internal electronics inside. This rendered the doorbell inoperable. I banged on the single front door of the dwelling attempting to raise someone inside and then attempted to open the door (assuming that two apartment doors would be located inside). The door was locked and I was unable to raise anyone in either apartment. I noticed two vehicles in the driveway of 23 Mill Street (the dwelling had separate driveways for each unit).

Shortly after this, the construction crew began work on the roadway using loud heavy equipment to dig up the roadway.

The construction crew worked their way down the road and eventually began to dig in front of the driveway to 23 Mill Street. At this time it was approximately 10:00 a.m. and there were still two cars in the driveway. Construction worker "TEDDY" (Robert T. Lorenz D.O.B. 05/04/53) walked around the rear of 23 Mill Street in an attempt to raise someone in the apartment through a rear door.

At this time, I was approximately 75 yards away from where the crew was working and I was concentrating on directing traffic. The construction equipment shut down abruptly and I heard a man screaming. I turned around to see TEDDY running out from the back of 23 Mill Street holding his left tricep with his right arm and his left hand covering his face. All I heard next was TEDDY scream "I JUST GOT ATTACKED!". I ran towards TEDDY fearing that he was being stung by hornets and when I got close enough, I saw XX running between his fingers that were covering his left tricep. He then in a panic, informed me that he was attacked by a dog.

An Eversource employee was able to locate paper towels inside his work van which he gave to TEDDY to hold XXX I immediately informed dispatch that I needed XXX at my location and I put on XXXX. TEDDY was able to sit on the back of the Eversource van and I checked his XXX.

Due to the unknown location of the dog, Detective Sergeant Halloran provided security.

TEDDY XXXXXX his left tricep,XXXXXXXXXXXX I had TEDDY remove the towel on his face, which revealed XXXXXXXX. The bridge of his nose XXXXXXXX. I looked inside TEDDY's mouth which revealed XX

Prior to XXX arriving on scene, TEDDY informed me that he was walking up the rear deck stairs of 23 Mill Street when a "Pit bull" ran out of the back door through a doggie door. The dog then jumped up over a

Ref: 16-776-OF

gate at the top of the rear deck stairs and grabbed onto his left tricep, pulling TEDDY's upper torso over the gate. TEDDY stated that the dog then let go of his arm and XXXXXXXX, the dogs upper jaw on the bridge of TEDDY's nose and his lower jaw in TEDDY's mouth. He stated the owner heard the commotion and began beating the dog, trying to get it to release TEDDY from his grip. Once released, TEDDY ran around the house to get help.

At this time Officer Bazigian and Officer Hans arrived on scene and helped with security.

Natick Fire DepartmentXXXXXX TEDDY. He was eventually XXXXXXXXXXXXXXXX

Once TEDDY was in the care of the XXXXXXXX I realized that I had XXXXXXXX all over the front of my reflective traffic vest and my bare arms. A XXXXXXXXXXXXXXXXXXXXXXXX

Animal Control Officer Tosi arrived on scene and began interviewing the residents of 23 Mill Street. Please see his narrative for more information.

END OF REPORT

Ref: 16-776-OF

On this date 06/08/2016 @ approximatly 1040Hrs. Natick Control was notified via radio from a paid police construction detail (Officer Payton) that a worker was attacked by a dog. Also on detail was Detective Sergeant Halloran. Detail officers requested E.M.S to respond. Upon my arrival I was met with both area B Cars, 65 Officer Hanss and 68 Officer Bazigian. Natick Engine 4 was also on scene XXX, LORENZ. LORENZ was sitting on the back of a Eversource gas van with Fire Department personnel XXXXXXXX. I was able to see a XXX on the face of the victim, more specifcly his nose and mouth area. Also, he appeared to have XXXXX and XXXXXXX left arm. It was determined byXXXXXXXX atXXXX so the decision was made to XXXXXXXXXXXXXXXXXXXXXXXX

I spoke with the witness, Officer Payton, and he relayed the following information to me. He stated while directing traffic around an open trench he witnessed the victim try to notify the residents at 23 Mill St. to alert them that they would be digging a trench across their driveway soon and wanted to afford them the opportunity to move their vehicles to an area so they can come and go as they please while work to replace a gas line was performed. The Officer stated that the victim tried knocking on the front door first, but received no answer. It was at that time the worker went around back to raise somebody as there were two vehicles in the driveway. The Officer states that soon after, he saw the worker running from the rear of the address, flailing his arms and yelling for help. Once it was ascertained that he was attacked by a pit bull, the officer drew his weapon, not knowing if the dog was loose and may be chasing the victim or may hurt other workers on scene. Once the scene was safe first aid was performed until Fire and Paramedics arrived. The Officer had the XXXXon his person and traffic vest from rendering first aid.

In speaking with Officer Bazigian it was stated from the victim that the dog XXXX pulling the victim in towards the dog, then XXXX. The female half of the address came out and punched the dog repeatedly to get it to let go of the victim.

I was able to speak with the owner CROFT and he relayed the following information to me. He stated that they adopted the dog a while back. Croft stated it was a male pit bull named "Neely" the dog is NOT licensed in the Town of Natick and the dog in question has an EXPIRED rabies shot. I verified that the dog was given a vaccine in 2013 lasting one year expiring in 2014 given at the Ashland Animal Hospital. Citation #1327 was issued for the violations \$100 for no license, \$300 for Unvaccinated for rabies. The dog will also undergo a quarantine. The owner stated that the dog has access to the deck which is enclosed with warning signs posted at the top of the stairs warning people of the dog. I was able to see the sign when I was on the property and a photograph of the sign is included with this report. He stated the dog was in the house and once it heard a voice on the deck it ran out the doggie door and bit the victim. The dog never left it's enclosure on the deck. The dog was then put in the dog crate.

In conclusion, it should be noted that several times, the female staying there with the owner made several statements regarding the dog. She stated she hated the dog and that it should be put down because she stated it was mean.

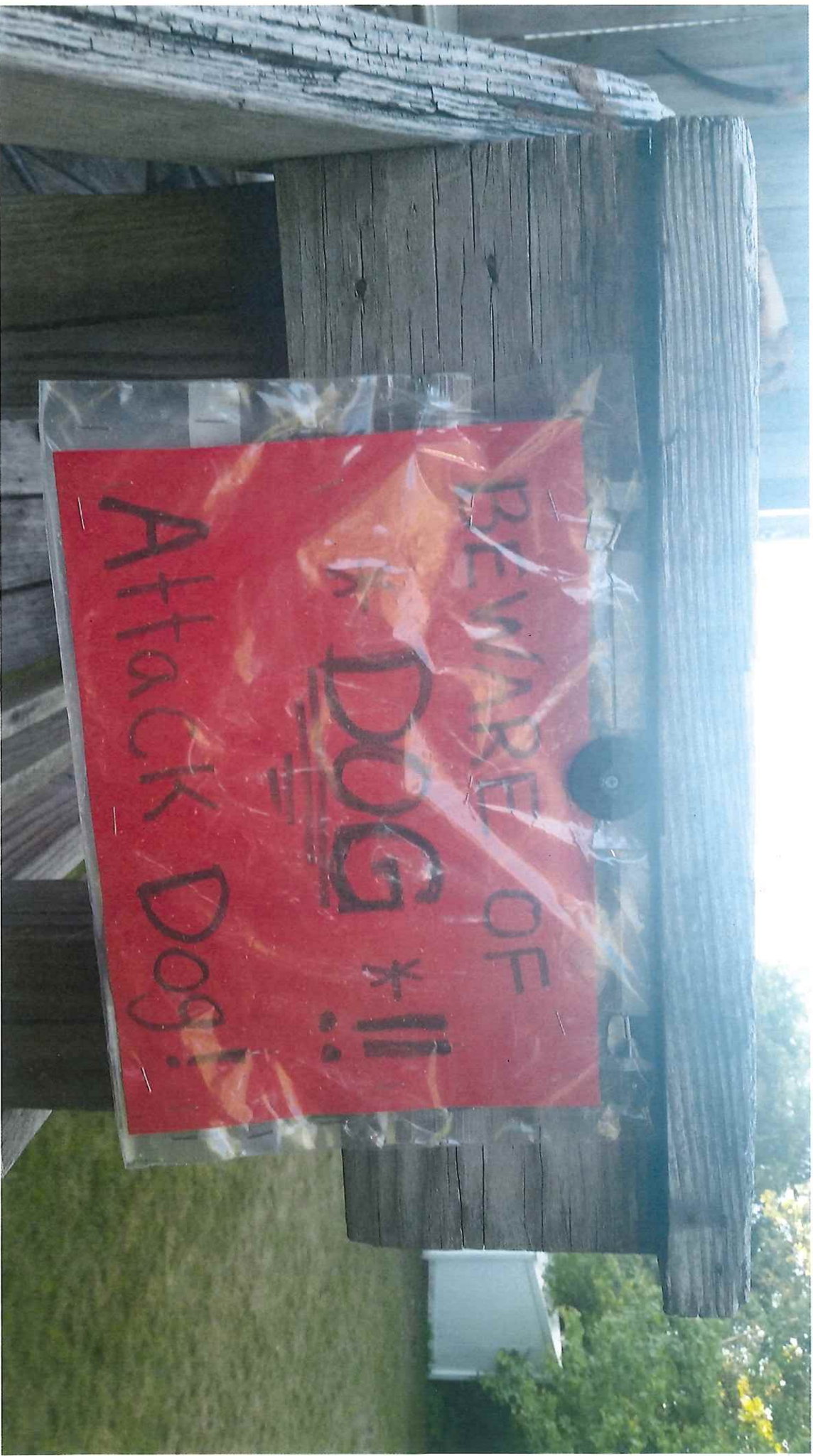
The victim XXXXXXX with out incident to XXXXX staff was notified that the rabies shot was EXPIRED.

END OF REPORT

# Natick Police Department

Image Associated With Case Number 16-776-OF

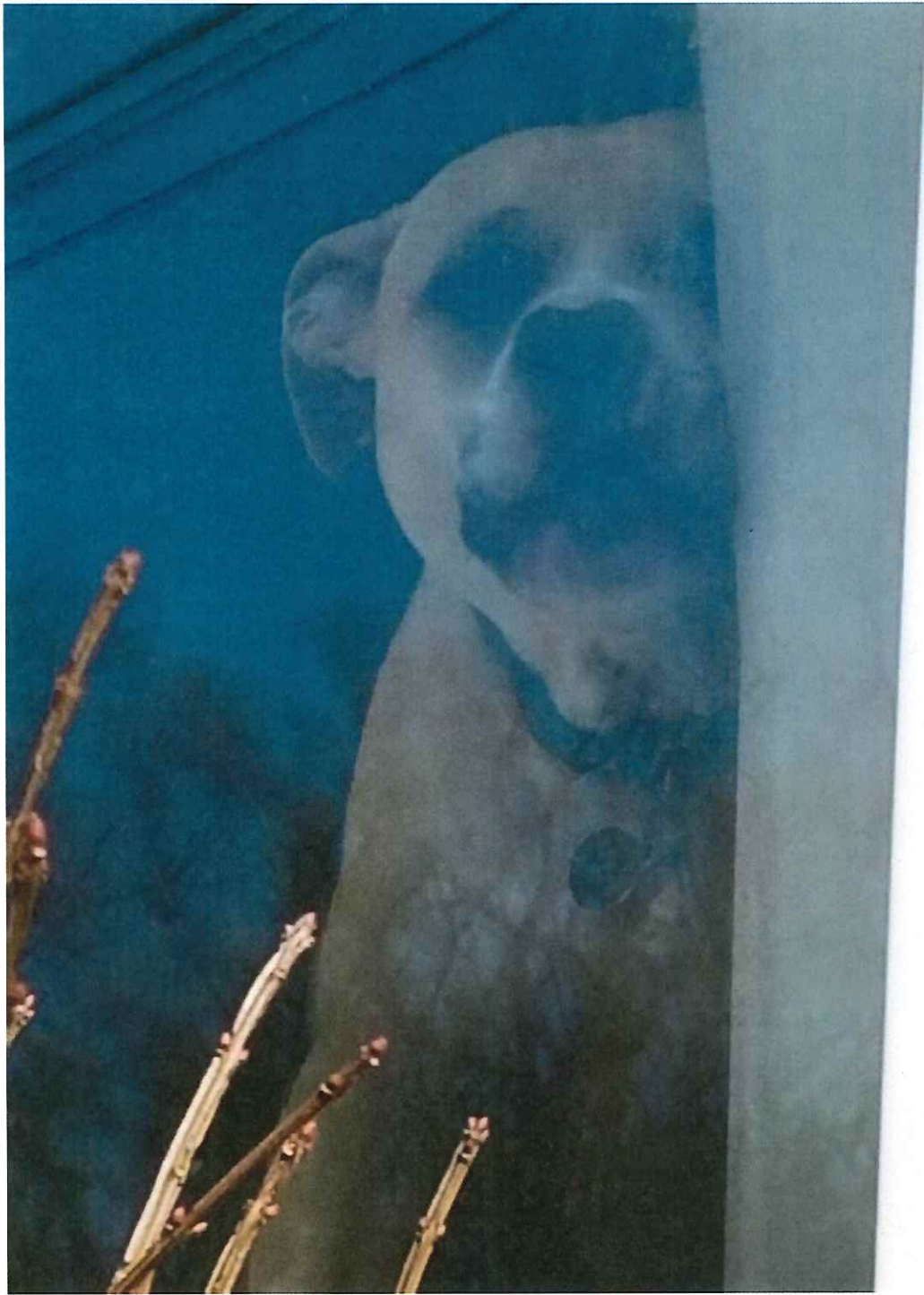
Image Description: sign on property





WARNING!!!  
\*BEWARE\*  
OF  
DOG(ATTACK)  
•USE FRONT DOOR•





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**ITEM TITLE:** Correspondence 2/27/17

**ITEM SUMMARY:**

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Correspondence 2/27/17	2/24/2017	Cover Memo

# Marine Corps League



Department of Massachusetts  
State House, Room 545  
Boston, MA 02133  
617 720 0414

RECEIVED

FEB 16 2017

BOARD OF SELECTMEN  
NATICK, MA

Martha White, Town Administrator

Town of Natick

13 East Central Street

Natick, MA 01760

16 February 2017

Dear Ms. White,

It is my privilege to inform you and the Town of Natick that Selectman John Connolly has been chosen to receive the Gung Ho Community Service Award of the Marine Corps League. This award will be presented to Mr. Connolly at the Iwo Jima Day Ceremony at the State House on 22 February 2017 at 11:00. This ceremony honors those veterans who fought in the Battle of Iwo Jima 72 years ago. John has demonstrated a true spirit of care and concern for all of our veterans' community for a life time.

I would appreciate your support in making the Natick community aware of this recognition of one of its finest citizens.

Thank you for your time and all that you do serving the Town of Natick.

Semper Fi,

Warren Griffin

*Semper Fidelis*



Patricia O'Neil <poneil@natickma.org>

---

## MassDOT Route 9 project

3 messages

---

Joshua Ostroff <joshua@ostroff.net>

Wed, Feb 22, 2017 at 2:07 PM

To: "rjennett@natickma.org" <rjennett@natickma.org>, Nick Mabardy <nickmabardy@gmail.com>, John Connolly <connollystoo@yahoo.com>, Sue Salamoff <ssalamoff@natickma.org>, Jonathan Freedman <jfreedman@natickma.org>  
Cc: "mwhite@natickma.org" <mwhite@natickma.org>, "jerrickson@natickma.org" <jerrickson@natickma.org>, "poneil@natickma.org" <poneil@natickma.org>, "Chenard@natickma.org" <Chenard@natickma.org>

Board members,

Coming out of recent discussions and public comment to MassDOT on the Cochituate Rail Trail, MassDOT District 3 staff are interested in a project to provide a safe bike/pedestrian connection from the West Natick neighborhoods near Hartford and Speen Streets, along the south side of Route 9, to the CRT (and other areas of town).

In discussion with the Chair, the Transportation Advisory Committee would have a meeting on March 16 at which this project will be presented to the community to get feedback. The Board could then decide whether and how to proceed. Of course, Board members will be welcome to attend this meeting.

This project would be under the direction of MassDOT; this is not a request for Town funding as the project would be almost entirely in the State layout of Route 9.

Thanks,

Josh



February 14, 2017

RECEIVED

FEB 21 2017

Board of Selectmen  
Town of Natick  
13 East Central Street  
Natick, MA 01760

BOARD OF SELECTMEN  
NATICK, MA

**Re: Esquire Channel**

Dear Chairman and Members of the Board:

As part of our continuing effort to keep you informed, we wanted to share that as of March 14, 2017 we will no longer carry Esquire and Esquire HD.

Customers are receiving this information, in advance, via bill message.

Should you have any questions, please do not hesitate to contact me at 508-647-1418.

Very truly yours,

*Greg Franks*

Greg Franks, Sr. Manager  
Government Affairs



February 3, 2017

Board of Selectmen  
Town of Natick  
13 East Central Street  
Natick, MA 01760

**Re: Digital Preferred packages**

Dear Chairman and Members of the Board:

As part of our continuing effort to keep you informed, we wanted to share, on April 1, 2017 the following packages and services will no longer be available for new subscriptions:

- Digital Preferred plus One Premium
- Digital Preferred with HBO
- Digital Preferred plus Two Premiums
- Digital Preferred with HBO and One Premium
- Digital Preferred Tier plus Two Premiums
- Digital Preferred Tier with HBO and One Premium

Customers are receiving this information, in advance, via bill message. Additionally, customers who currently subscribe to one of these packages or services will continue to receive the package or service until they make a change to their service or receive further advance notice.

If you have any questions, please visit [xfinity.com](http://xfinity.com) or contact me at 508-647-1418.

Very truly yours,

*Greg Franks*

Greg Franks, Sr. Manager  
Government Affairs